

Tentative Agreement

For

2018-2019 Benefits Adjustment

Between

Mineral County

And

I.U.O.E. Stationary Local No. 39, AFL-CIO

The parties listed above enter into the following tentative agreement subject to finalization of contract language, ratification by the Union, and final approval by the Board of County Commissioners.

WHEREAS above-parties' 2018-2019 Collective Bargaining Agreement provided for that the parties could enter into negotiations in Spring of 2018 for possible modification of their wage classification schedule; and

WHEREAS the parties have agreed, in lieu of such modification, to amend said Collective Bargaining Agreement with respect to holiday leave;

WHEREAS the parties agree that such modification does not constitute a precedent that may be relied upon in future modifications of an existing Collective Bargaining Agreement;

NOW THEREFORE, the parties agree to modify their Collective Bargaining Agreement as follows:

ARTICLE 6

Subsection A shall be amended as follows:

ARTICLE 6 - WORK HOURS

A. BASIC WORKWEEK

The official workweek shall begin on each Monday and end at midnight of the following Sunday. Except for personnel in the Fire Department or as otherwise provided by the Board of Mineral County Commissioners, an employee who occupies a full-time regular position shall work forty (40) hours per workweek. A workweek shall consist of five (5) workdays of eight (8) hours per day, except as otherwise provided for herein, exclusive of a lunch period that shall not be less than thirty (30) minutes or exceed sixty (60) minutes. Each employee shall receive two (2) fifteen (15) minute rest breaks near the midpoint of each morning and afternoon work period, which break periods shall be included in the eight (8) hour work day. A department shall have the option to use four (4) work days of ten (10) hours per day, ~~provided however that for any week in which a recognized holiday shall occur said department shall revert to the standard work week.~~ Hawthorne Utilities may continue to utilize a workweek consisting of six (6) workdays totaling forty (40) hours per work week for its Refuse Collector job classification.

Unless an emergency or exigent circumstance exists, all employees shall receive a five calendar day notice prior to changing the employees' normal hours of work or days off, unless mutually agreed upon. This provision does not apply for extensions of the shift for the purposes of overtime.

Article 13(B) shall be amended as follows:

B. The following days are legal holidays under N.R.S. 286.015:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving Day)
The day after Thanksgiving (Family Day)
December 25 (Christmas)
Floating Holiday*

Employees will be entitled to holiday leave based upon their normal work assignment. For example, employees who work ten hour days are entitled ten hours of holiday pay for a holiday that falls within the work week.

Any day that may be appointed by the President of the United States or by the Governor for Public Fast, Thanksgiving, or as a legal holiday except for any Presidential appointment of the Fourth Monday in October as Veteran's Day. The County will observe a day of mourning for the death of a President of the United States as a legal holiday by Executive Order of the President of the United States and also observed as a legal holiday by the State of Nevada.

*The floating holiday is subject to prior approval of the employees' department head.

Holidays

ARTICLE 41 - EFFECTIVE DATE AND DURATION

Article 41 shall be amended as follows:

This Agreement shall be in full force and effect from July 1, 2018 and shall continue in force until June 30, 2019. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of both parties.

Current Language - Anything not amended by this tentative agreement or other signed tentative agreements retain current language except for correction of typographical errors and deletion of obsolete language.

Contains All Agreements - This written tentative agreement and other signed tentative agreements contain all of the agreements of the parties and supersedes any other written or oral discussions, negotiations or agreements and closes negotiations on all disputed issues,

Ratification and Approval - The County and Union negotiating teams will affirmatively recommend approval of this tentative agreement to their respective constituents. If either the Union fails to ratify or the County Commissioners fails to approve this tentative agreement it is void and may not be referred to or introduced in any impasse hearing.

DATED this ____ day of _____, 2018.

Union Representative

County Representative