25 (61)

City of Carson City
Agenda Report

Date Submitted: 12-5-14

Agenda Date Requested: 12-18-14
Time Requested: 10 minutes

To: Board of Supervisors

From: City Manager

Subject Title: *(For possible action:)* Action to approve the collective bargaining agreement between Carson City and the Carson City Sheriff's Supervisory Association, on behalf of the Carson City Sheriff's Sergeants Association effective July 1, 2014 to June 30, 2018. *(Nick Marano)*

Staff Summary: This agenda item will be considered immediately after, but combined with, the corresponding collective bargaining agreement and both items will be heard simultaneously. Negotiations between the City and the Sergeant's Association resulted in the proposed four year labor contract. This contract satisfies the interests of both the City and the employees. This matter is being considered in accordance with the public hearing process set forth in NRS 288.153.

Type of Action Requested: (check one)

(__) Resolution

(__) Ordinance

(X)Formal Action/Motion

(__) Other (Specify): Public Hearing

Does this Action Require a Business Impact Statement: (__)Yes (X) No

Recommended Board Action: I move to approve the collective bargaining agreement between Carson City and the Carson City Sheriff's Supervisory Association, on behalf of the Carson City Sheriff's Sergeants Association effective July 1, 2014 to June 30, 2018.

Explanation for Recommended Board Action: At the NRS 288.153 Public Hearing (and during the Board's consideration of the companion agenda action item for approval of the amended collective bargaining agreement), the City Manager is recommending approval by the Board. The parties agreed to a four year agreement retroactive to July 1, 2014 and ending on June 30, 2018. The changes to the agreement include the following:

- Article 6 Pay Rates and Work Day: the broad band language is removed and a step system is put into place at the end of the contract term. Each

employee is assigned a step at the beginning of the contract and remains in the same step throughout the term of the contract. Except for the top step, the steps have merit increases associated with them. Those employees who are placed in the top step at the beginning of the contract term will not receive a merit for the first three years, however, they will receive a one-time bonus of 1.5% of base salary.

- Article 14 Group Health Insurance: the dependent subsidy is increased from 50% to 65% in year two of the contract.

- Article 29 Special Pay Practices: the Peace Officer's Standard and Training Supervisory certificate was added into special pay. An employee who has either the Supervisory P.O.S.T. certificate or the Management P.O.S.T. certificate will receive 3% added to his base pay. The current language in the contract only allows an employee with the Management certificate to receive the incentive. P.O.S.T. changed its policies and will no longer allow a first-line supervisor to obtain the management certificate, however, they can obtain the new supervisor certificate.

  Longevity will change from a flat rate of $200 semi-annually with increases of $25.00 semi-annually to ½% of the individual's base salary after five years of service up to a maximum of 8%.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: Estimated to be $374,154 over the life of the 4 year contract

Explanation of Impact: The contract adjustment is estimated to cost as follows:

FY 2015 - $35,636
FY 2016 - $33,336
FY 2017 - $34,336
FY 2018 - $46,639

The change in longevity is estimated to cost as follows:

FY 2015 - $17,095
FY 2016 - $27,688
FY 2017 - $39,379
FY 2018 - $84,071

The change for increasing the city's cost of dependent medical care coverage is as follows:

FY 2015 - $0

FY 2016 - $16,910
FY 2017 - $18,602
FY 2018 - $20,462

Supporting Material: Please reference the proposed labor agreement between Carson City and the Carson City Sheriff's Supervisory Association, on behalf of the Carson City Sergeants (July 1, 2014-June 30, 2018) that is attached as supporting material to the Public Hearing agenda item.

Prepared By: Melanie Bruketta, HR Director/Nick Providenti, Finance Director

Reviewed By:

Marena Quinn DCM Date: 12-9-14
(City Manager)

[signature] Date: 12/9/14
(Finance Director)

[signature] Date: 12/9/14
(District Attorney)

Board Action Taken:

Motion(s): App. 1) JM 5 Aye/0 Nays

2) KA

[signature]
(Vote Recorded By)

2014-2018

A G R E E M E N T

between

CARSON CITY

and the

CARSON CITY SHERIFF'S SUPERVISORY ASSOCIATION ON BEHALF OF THE CARSON CITY SHERIFF'S SERGEANTS

(July 1, 2014 - June 30, 2018)

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Article 1. PREAMBLE

This Agreement is entered into between Carson City, Nevada, hereinafter

referred to as the "City", and members of the Carson City Sheriff's Supervisory Association, on behalf of the Carson City Sheriff's Sergeants, hereinafter referred to as "Employees".

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise.

All employees shall perform loyal and efficient work and services; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

The full agreement between the parties is set forth herein with the exception of certain matters covered by State law.

Article 2. RECOGNITION

(a) The Association is recognized as the sole and exclusive bargaining representative concerning employees in the bargaining unit.

(b) The employees referred to within this Agreement shall include the following job title which shall also be referred to as "Classification" thereafter.

4035 Sergeant

(c) Classifications excluded from the unit include the Executive, Grant or Confidential employees, and all appointed personnel as provided for by state or local law. Classifications excluded from the unit include Sheriff's Deputies, Sheriff's Lieutenants, Captains, Administrative, Unclassified, Grant, and Appointed Personnel .

Article 3. NO STRIKES AND LOCKOUTS

(a) The Association will not promote, sponsor or engage in, against the City, any strike, slowdown, interruption of operation, stoppage of work, absences from work

upon any pretext or excuse not founded in fact, or any other intentional interruption of the City, regardless of the reason for so doing, and will use reasonable efforts to induce all employees covered by this Agreement to comply with this pledge.

(b) The City will not lock out any employees as a result of a labor dispute with the Association.

Article 4. RIGHTS OF MANAGEMENT

As stated in Local Government employee-Management Relations Chapter 288.150(3), each local government employer is entitled without negotiation or reference to any agreement resulting from negotiation:

(a) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to NRS 288.150(3)(b).

(c) The right to determine:

(1) Appropriate staffing levels and work performance standards, except for safety considerations;

(2) The content of the workday, including without limitation, workload factors, except for safety considerations;

(3) The quality and quantity of services to be offered to the public;

(4) The means and methods of offering those services, and

(d) Safety of the public.

Article 5. ASSOCIATION RIGHTS

(a) Employees shall have the right to form, organize, join and administer an employee organization and to designate their representatives for purposes of collective bargaining. The City shall not restrain, coerce, discriminate against or

otherwise interfere with an employee in the exercise of these rights.

(b) The Association may request information which is in the exclusive control of the City concerning any subject matter included in the scope of mandatory bargaining which the Association deems necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The City shall furnish the information requested without unreasonable delay.

(c) At least annually, the Association will designate no more than four employee representatives of the Association. This designation will be in writing and will be transmitted to the Sheriff and the City Director of Human Resources no later than July 31st of each year and within 30 calendar days of a change in one of the representatives by the Association. Designated employee representatives of the Association may conduct Association business on City property if such work occurs outside the representative's regular working hours, except when the employee representative is authorized to perform representational duties during his/her regular working hours as provided for in sections i, j, k, and l of this Article. The City may also grant special permission to conduct certain Association business during working hours if such activity does not interfere with or disrupt normal business of the department. The Association may use City buildings for its meetings if such use does not interfere with or disrupt the City's operations. The appropriate department head who has control over the desired building must be contacted and the use of the facilities requested at least 48 hours in advance by the Association. Unless the facility is unavailable, the department head will not unreasonably withhold use of the meeting room.

(d) Designated employee representatives may make and receive telephone calls and email messages about Association business during business hours only if such activity does not interfere with or disrupt normal business of the department. In no case will any Association business or communication be conducted over the department's radio, dispatch, or mobile communication systems.

(e) The City will not interfere with, or discriminate with respect to any term or

condition of employment against an employee because of his/her membership in the Association and/or his/her participation in any legitimate activity pursuant to this Agreement. The City will not encourage membership in any other employee bargaining organization.

(f) The Association recognizes its responsibilities as the exclusive negotiating agent and agrees to represent all employees in the Association without discrimination, interference, restraint or coercion.

(g) The provisions of the Agreement will be applied equally to all employees in the collective bargaining unit without discrimination and in conformity with all applicable Federal, State and local laws and regulations.

(h) Except as otherwise provided by state or local law or regulation, whenever a collective bargaining unit employee is on duty, he/she shall not engage in or be coerced to engage in any prohibited political activity.

(i) Up to four employee representatives of the Association who are designated by the Association as members of the negotiating team will attend negotiation meetings with the City on duty time with pay if the negotiating meeting occurs during the employee's representative's regular work hours.

(j) Two designated employee representatives of the Association and the bargaining unit employee facing possible discipline shall be allowed to attend disciplinary meetings if the bargaining unit employee is not otherwise represented. It is the responsibility of the bargaining unit employee to arrange for such representation. The Association representative and the affected employee will attend such meetings with the City and or Sheriff's Administration on duty time if the meeting occurs during the representative's and the employee's regular work hours.

(k) Two designated employee representatives of the Association and a grievant shall be allowed to attend grievance meetings with the City and or Sheriff's Administration. It is the responsibility of the grievant to arrange for such representation. The Association representative and the grievant employee will attend such meetings

with the City and or Sheriff's Administration on duty time if the meeting occurs during the representative's and the grievant's regular work hours.

(l) Members of the Association's executive board shall be entitled to collectively use up to 500 hours of paid administrative leave for association business during any calendar year. In addition, each member of the Association may donate up to 10 hours of annual leave per year to a pool that may be used, hour for hour, by executive board members for Association business. The use of any leave under this provision shall be in a manner which does not disrupt normal business operations of the Department, as determined by the Sheriff or his/her designee. Such leave cannot be unreasonably denied.

(m) The Association may post notices of its activities and matters of business related to the Association only on a bulletin board specifically designated for these purposes and provided by the City. The Association may use the City's interoffice mail delivery system and/or the City's mail electronic (e-mail) system to communicate business matters of the Association or information of the Association, provided such activity does not interfere with or disrupt Sheriff's Department operations. The Association must comply with all provisions of the City's written e-mail policy when using the City's e-mail system.

Article 6. PAY RATES AND WORK DAY

A. Each bargaining unit employee whose name appears on Appendix A is assigned a step (*see Appendix A Pay Table)*. The employee will remain in the step and listed pay grade throughout the term of this labor contract advancing in the step in accordance with achieving a "meets expectations" evaluation or better. The adjustments shall be effective on the employee's anniversary date after June 30, 2014. An adjustment will be made if allowed for in the Pay Table (*see Appendix*

A), provided the employee receives a "meets expectations" evaluation or better and must be paid from the date the employee became eligible for such increase.

Beginning June 30, 2018, the pay range and steps will be as set forth in the Pay Table (*see Appendix A*). Effective June 30, 2018, there shall be four (4) pay steps- Step 1 shall be $83,541.24, Step 2 shall be $90,412.37, Step 3 shall be $91,716.35 and Step 4 shall be $91,829.65. The names of the Supervisors shall be removed and pay ranges shall be replaced by the merit step increases as described in this article, once the new labor agreement is implemented. Employees shall receive annual merit increases in increments of one step per year, provided the employee receives a "meets expectations" or better evaluation. The merit step increase must be paid from the date the employee became eligible for such increase. Merit step increases shall be effective on the employee's anniversary date after June 30, 2018 or as set forth in any subsequent negotiated labor contract.

(**B**) The salary for a new Sergeant must be set at Step 1 in the respective fiscal year of hire as outlined in *Appendix A.* (For example, if a new sergeant begins work in fiscal year 2015, his/her rate of pay will be $76, 452 (Step 1), if the new sergeant begins work in fiscal year 2016, his/her rate of pay will be $ 78,746 (Step 1) see Appendix A regarding PERS adjustments.) When a former employee of the bargaining unit is rehired as a Sergeant within a three-year (3) period, his/her rate will be established at the discretion of the appointing authority, but no less than the base rate at the time of separation. If a former Sergeant is rehired after a three-year (3) absence and has experienced a break in law enforcement service, the employee's base rate will be established at Step 1 as set forth in *Appendix A.*

(**C**) An employee covered by this Agreement who is placed into Step 4 on July 1, 2014 (*see Appendix* A), shall receive a one-time bonus of 1.5% of base salary upon ratification of this Agreement.

(D) NEWLY PROMOTED PROBATION: Employees promoted to sergeant or employees who are rehired as sergeants, shall be considered on probation for a period of twelve (12) months from date of hire, during which time the appointing authority will have the right to dismiss or retain the employee at its sole discretion. During the probationary period, the employee shall not accrue any seniority rights; however, upon the expiration of the probationary period, the employee shall be deemed a regular employee and his seniority shall date back to his date of promotion or rehire. .

All probationary employees are entitled to accrue all benefits of this Agreement unless otherwise specified.

Promoted employees shall be considered on probation for a period of twelve (12) months, during which time the appointing authority shall have the right to demote the employee if the employee fails to successfully complete the probation.

(E) POSITION REDUCTION: If one of the Sergeant's positions is reduced or reclassified to a Deputy position through no fault of the employees, the Sergeant with the least seniority shall be reduced to a Deputy and shall continue to be paid at his last rate of pay until such time as the salary at which the employee was retained comes within the range of pay for the class due to adjustments in the compensation or classification plan. This retained rate may be applied only under the following conditions:

(1) The employee has standard or better performance during the preceding year.

(2) The employee was in the higher class six months preceding the reclassification.

(3) The reclassification/reduction is a result of a legitimate reason over which the employee has no control.

(e) Except as provided herein, the preferred work day, e.g., shift for all employees covered by this Agreement shall be ten (10) hours. However, should there

be insufficient staffing to cover a ten (10) hour work day schedule, the Sheriff may require employees to work a nine (9) hour work day until adequate staffing levels are restored. Additionally, should the Board of Supervisors declare a state of emergency, the Sheriff may require employees to work twelve a (12) hour work day. The Sheriff may impose alternative work days (9 hour or 12 hour) for ninety (90) calendar days with the mutual agreement of the Sheriff and the Association.

1. The scheduling of work days and work weeks shall be at the direction of the Sheriff, provided that all employees have consecutive days off.

2. At the request of either party, on or about November 1 and April 1 of each year, the parties shall meet and review the effectiveness of the work day and schedules utilized and, if necessary, renegotiate the length of the work day.

Article 7. SPECIAL SALARY ADJUSTMENTS

The City Manager may approve requests from appointing authorities for special salary adjustments in order to:

(a) Meet difficult recruiting problems or to obtain a person with markedly superior qualifications.

(b) Give a one-grade (approximately 5%) increment recognition to employees carrying responsibility beyond those required for the class as a whole. Such responsibilities would be supervising other employees in the same class, or working under less supervision than is typical of the class.

Article 8. ANNUAL PERFORMANCE EVALUATION

(a) Each employee will receive an annual written performance evaluation on his/her anniversary date of hire following 12 months from the effective date of hire, and every anniversary date thereafter. A copy of this annual written performance evaluation will be placed in the employee's personnel file in the City's Human Resources Department. The performance evaluation may be used when considering any

employment action. Evaluations are subject to a rebuttal statement and are subject to the grievance process.

(b) As indicated in Article 4 of this Agreement, the employer establishes work performance standards, except for employee safety considerations, and the content of the work performance standards are reserved to the employer and not subject to the grievance provisions of this Agreement.

Article 9. CALLBACK

(a) Except as it may conflict with the Nevada Administrative Code 284.214, call-back pay is defined as compensation earned for returning to duty after a member has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice.

(b) Scheduling the 12-hour rule set forth in subsection (a) may be activated by an electronic call-out if required for the shift scheduling from the City. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.

(c) An employer may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12-hours notice to request a return to duty, if the employer has knowledge more than 12 hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.

(d) Subsections (a) through (c) apply to all members with an effective date of membership on or before June 30, 2008.

(e) Except as it may conflict with the Nevada Administrative Code 284.214, call-back pay is defined as compensation earned for returning to duty after a member has completed his regular shift and is requested to return to duty with less than 12 hours notice to respond to an emergency, except for any member who is (1) called into work while on standby status, (2) not required to leave the premises where he is residing or

located at the time of notification in order to respond, or (3) called back to work if the work begins 1 hour or less before or after his scheduled work shift.

(f) For call-back pay purposes "emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the governing body or chief administrative officer of the City.

(g) Scheduling the 12-hour rule set forth in subsection (a) may be activated by an electronic call-out if required for the shift scheduling from the City. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.

(h) An employer may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours notice to request a return to duty, if the employer has knowledge more than 12 hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.

(i) Subsections (e) through (h) apply to all members with an effective date of membership on or after July 1, 2008.

(j) Whenever an employee is called back to work by his supervisor pursuant to the terms of this Article, he shall be credited with a minimum two (2) hours work at the rate of time and one-half.

Article 10. OVERTIME

(a) OVERTIME DEFINED: Overtime will be defined as any hours worked in excess of the regularly scheduled workday (ten (10) hours, or other shift pursuant to Article 23) or forty hours in any City schedule pay period, with the exception of any other shift pursuant to Article 23. Any overtime must be approved by the employee's supervisor. The seven (7) day pay period is defined as Friday, 12:00 a.m. through Thursday, 11:59 p.m. The following paid time off shall be considered time worked

for overtime purposes: holidays, annual leave, sick leave and compensatory time off. Overtime will not accrue for any travel time between the employee's residence and the Sheriff's office. If scheduled overtime (this does not include court time) is canceled with less than 8 hours notice, the sergeant is entitled to receive 2 hours of overtime pay.

(b) OVERTIME COMPENSATION RATE: Overtime shall be compensated at the rate of time and one-half of the standard rate for all non-exempt employees. The standard rate for overtime purposes shall be the base hourly rate of the employee and shall not include travel and other non-wage payments, or premiums for work outside his normal working hours or for Saturday, Sundays or holidays.

(c) OVERTIME PAID IN CASH OR COMPENSATORY TIME OFF: Overtime earned may be paid in cash or converted into compensatory time off under the following conditions:

1) Overtime earned during a work week may be converted as compensatory time at the rate of time and one-half at the election of the employee.

2) Following a work week for which an employee received cash payment for overtime, he may not be directed to reduce work hours in order to maintain a constant level of earnings over the pay period in which the overtime was performed.

3) An employee may elect to receive payment for all compensatory time earned as accrued on July 1 and December 1 up to a maximum of 120 hours in any one fiscal year. To elect a payment, an employee must submit to management, only during the months of June and/or November of each fiscal year, a request in writing for payment of a specific number of accrued compensatory hours.

(d) TRAVEL TIME: Travel time will be compensated at the normal overtime rate when the time in transit exceeds regular working hours but is between work locations, and not between an employee's residence and the Sheriff's office.

Article 11. HOLIDAYS

(a) The following are paid holidays for employees of Carson City:

New Year's Day

Martin Luther King

President's Day

Memorial Day

Independence Day

Labor Day

Nevada Day

Veteran's Day

Thanksgiving Day

Family Day

Christmas Day

or any other day that may be appointed by the President of the United States, the Governor of Nevada or the Board of Supervisors for public fast, Thanksgiving or holiday. When a designated holiday falls on Saturday or Sunday, the Friday before or the Monday after, respectively, shall be granted as a holiday. For non-standard workweek employees who normally work Saturday or Sunday, if the designated holiday falls on Saturday or Sunday, such day shall be granted as a holiday for purposes of holiday pay. The non-standard workweek employee shall not accrue additional holiday time for Friday or Monday that is observed as the holiday for standard workweek employees.

(b) If a holiday falls during an employee's leave it shall not be charged as leave.

(c) HOLIDAY PAY: Pay for holidays will be as follows:

1. An employee shall be paid twice his/her base rate of pay for the actual number of hours worked that coincide with the designated City holiday. The holiday rate of pay begins on the graveyard shift the day before the designated City holiday. Holiday work may be granted in cash or in compensatory time off to be taken off with

supervisory approval. An employee not scheduled to work on a designated City holiday will receive holiday time equal to a regularly scheduled shift in accordance with Article 6.

2. An employee who is required to work a holiday on his/her regularly scheduled day off will be compensated at two and one-half times his/her base rate of pay for all hours worked.

Article 12. ANNUAL LEAVE

(a) SCHEDULE:

(1) An employee may earn but is not entitled to take annual leave until he/she has completed six months of service with the City. A regular, full time classified employee will be granted annual leave benefits as follows:

Time in Service	Accrual Rate
from 0 - 12 months	6 hours per month
from 12-24 months	8 hours per month
from 24-60 months	10 hours per month
60 months or more	14 hours per month
Maximum Accrual	240 hours

This schedule is based on continuous employment.

(b) ACCRUED ANNUAL LEAVE IN EXCESS OF THIRTY DAYS: Except as provided below any annual leave in excess of two hundred and forty (240) hours accrued in the manner provided for, shall be used prior to January 1st of the year following the year in which the annual leave in excess of two hundred and forty (240) hours is accumulated or the amount of annual leave in excess of two hundred and forty (240) hours shall be forfeited.

If the previously approved scheduled leave is canceled by management and no additional time is available prior to the date when the employee will forfeit accrued annual leave as provided above, then the hours which the employee would have lost

due to management's cancellation of approved leave, shall be allowed to accrue beyond the two hundred and forty (240) hour maximum or, at the employee's option, may be paid at the employee's regular hourly rate for the hours in excess of the two hundred forty (240) hour maximum. The maximum number of hours which can be accrued due to management's cancellation of approved leave shall be three hundred (300). The employee's new maximum of accrued leave shall exist only until management is able to schedule annual leave for the employee that reduces his/her accrued leave to the normal two hundred and forty (240) hour maximum.

(c) TIME ANNUAL LEAVE TAKEN: All annual leave will be taken at a time mutually agreeable to the employee and his supervisor. The selection of annual leave schedules shall be made in each department on a seniority basis.

(d) TEMPORARY EMPLOYEES: Employees hired on a temporary basis of less than six months are not covered employees under this agreement and shall not accrue leave. However, should a temporary employee be appointed to fill a non-temporary position, any leave he would have accrued shall be credited to him.

(e) TERMINATION AND ANNUAL AND ACCRUED LEAVE: A person about to resign or about to retire under the provisions of the state Retirement Act, or who is to be laid off without fault on his part who has earned annual leave may be granted annual leave for the time so earned not to exceed a period of thirty working days. Such annual leave must be taken prior to the effective date of any such resignation or retirement or layoff, or in lieu of such annual leave, the employee may be granted a lump sum payment for annual leave time accrued to his credit. However, employees shall not be paid for accumulated annual leave upon termination of his service unless he or she has been employed six months or more. An employee nearing retirement will be required to provide the City at least thirty days notice in order to allow the City sufficient lead time in hiring a successor.

(f) ACCRUED ANNUAL LEAVE IN EXCESS OF THIRTY DAYS: Except as provided below, any annual leave in excess of thirty (30) working days accrued in the

manner provided for, shall be used prior to January 1st of the year following the year in which the annual leave in excess of thirty (30) working days is accumulated or the amount of annual leave in excess of thirty (30) working days shall be forfeited.

If the previously approved schedule leave is canceled by management and no additional time is available prior to the date when the employee will forfeit accrued annual leave as provided above, then the hours which the employee would have lost due to management's cancellation of approved leave, shall be allowed to accrue beyond the two hundred forty (240) hour maximum or, at the employee's option may be paid at the employee's regular hourly rate for the hours in excess of the two hundred forty (240) hour maximum. The maximum number of hours which can be accrued due to management's cancellation of approved leave shall be three hundred (300). The employee's new maximum of accrued leave shall exist only until management is able to schedule enough annual leave for the employee to reduce his accrued leave to a lower level, and eventually down to the normal two hundred forty (240) hour maximum.

(g) TIME ANNUAL LEAVE TAKEN: All annual leave will be taken at a time mutually agreeable to the employee and his supervisor. The selection of annual leave schedules shall be made in each department on a seniority basis. For reasons deemed sufficient by the department head, an employee may, with the consent of the department head, take less than the normal annual leave one year with a correspondingly longer annual leave the following year.

Article 13. SICK LEAVE

(A) **ACCRUED SICK LEAVE:** Each employee shall be entitled to ten (10) hours of sick leave with pay for each month or major fraction thereof of actual service without limitation for use purposes, but with a maximum of 1080 hours for purposes of compensation upon termination due to death or retirement from service of those employees having 10 years or more of service with Carson City and in the public retirement system.

(B) **COMPENSATION FOR UNUSED SICK LEAVE:**

1) Effective July 1, 2011, Employees, upon death or retirement having a minimum of 400 hours of accrued sick leave and the below listed years of Carson City service shall be compensated for all hours up to 1080:

Service Years	Maximum %
10-14	25%
15-19	50%
20-24	75%
25 plus	100%

2) From July 1, 2010 to September 28, 2010, an employee can cash-out 100% of accrued sick leave as an early separation incentive.

3) In addition to the compensation for unused sick leave described in paragraph 13(B)(1), an employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement system (PERS) and applicable law, may, at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for one hour of sick leave, subject to the following conditions and limitations:

(a) Employees must maintain a balance of at least 400 hours of unused sick leave to be eligible to convert sick leave into retirement service credit. Accrued, unused sick leave in excess of 400 hours may be converted into retirement service credit.

(b) An employee's conversion of unused accrued sick leave into retirement service credits shall be in increments of at least eight hours, subject to a maximum annual limit of 280 hours.

(c) Employees desiring to convert unused accrued sick leave into retirement service credits shall submit a written request, on a form approved by the City, to the Sheriff and City Manager on

or before December 1 of each year. If the employee meets all the conditions set forth in this section, then the City shall deduct the designated amount of sick leave from the employee's account and proceed to purchase retirement service credits from PERS in an amount equal to the number of hours elected to be converted by the employee.

(d) Upon retirement under PERS while employed by the City, an employee may elect in writing to convert their unused accrued sick leave into retirement service credits up to a maximum of 680 hours.

(C) **FAMILY/MEDICAL LEAVE**: An employee may be eligible for Family/Medical Leave subject to the provisions of Carson City policy and Federal Law to a maximum of twelve (12) weeks or four-hundred and eighty (480) hours in any twelve (12) month period.

(D) The City Human Resources Department will administer this leave and any leave granted is subject to requested and submitted medical documentation. All medical documentation will be maintained in strictest confidence by the City Human Resources Department.

(E) Medical documentation may be requested by the City Human Resources Department following any employee absence of more than three (3) consecutive days.

(F) In accordance with City policy, no sick time may be used when an employee is not sick.

(G) **WORKERS' COMPENSATION:** Absence due to injury incurred in the course of employment shall not be charged against an Employee's sick leave for a period not to exceed ninety (90) calendar days from the date of injury. During this time, the Employer shall provide full salary to the Employee upon the condition that the

Employee shall endorse and deliver to the Employer any benefits received pursuant to NRS Chapter(s) 616 and 617.

1. If an Employee is released to light duty by his treating physician, the Employee agrees to return to work immediately and be placed on a light duty assignment.

2. If an Employee is unable to return to full duty upon the expiration of ninety (90) calendar days, accrued compensatory time shall be used to supplement benefits in order to receive full salary. Such accrued compensatory time shall be charged only to the extent not reimbursed pursuant to NRS Chapter(s) 616 and 617.

3. When accrued compensatory time has been exhausted, if the Employee is still unable to return to work, accrued sick leave shall be used to supplement benefits in order to receive full salary. Such accrued sick leave shall be charged only to the extent not reimbursed pursuant to NRS Chapter(s) 616 and 617.

4. When accrued sick leave has been exhausted, if the Employee is still unable to return to work, accrued annual leave shall be used to supplement benefits in order to receive full salary. Such accrued annual leave shall be charged only to the extent not reimbursed pursuant to NRS Chapter(s) 616 and 617. If all accrued compensatory time, sick leave and annual leave is used, the Employee shall receive no additional compensation from the Employer.

5. If an Employee is leaving the Employer's employment because he is permanently and totally disabled under NRS Chapters 616 and 617 from working in the job classification in which he is employed, he is entitled to use any accrued sick leave and annual leave prior to leaving. An Employee may be paid a lump sum for accrued leave if he requests it and the Sheriff approves it.

6. Employee benefits, sick leave and annual leave shall continue to accrue as long as the Employee is eligible for fully salary as provided above.

(H) **PHYSICAL AGILITY INCENTIVE:** Any employee, who passes the P.O.S.T. physical agility certification in May, will be entitled to a cash bonus of one thousand dollars ($1,000.00).

The City shall conduct the P.O.S.T. physical agility test during regular business hours in the month of May each year. The date and time of the test shall be posted on department bulletin and briefing boards and the Association bulletin board not less than thirty (30) days in advance. An employee is entitled to release time to complete the test and any needed uniform change or grooming after the test using the department provided locker rooms. The test should be conducted at times to allow the maximum number of employees to take the test with minimal schedule disruption (i.e., end of day shift, before swing shift, or end of graveyard, before day shift, or both).

(l) CATASTROPHIC LEAVE

1. An employee is eligible for catastrophic leave if he or she is unable to perform the duties of his or her position because of a serious non-industrial, non-work related illness or accident which is life threatening or which will require a lengthy convalescence.

a. "Lengthy Convalescence" means a period of disability which an attending physician determines will exceed 10 weeks.

b. "Life Threatening" means a condition which is diagnosed by physician as creating a substantial risk of death.

2. Establishing the catastrophic leave account.

a. The City Manager may establish an account for catastrophic leave for all City employees.

b. An employee may request, in writing that a specified number of hours of his/her accrued sick leave be transferred from his/her account to the catastrophic leave account.

c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance in his/her account after the transfer is less than 240 hours. Sick Leave will be transferred at the rate of one hour for one hour credit donated.

d. The maximum number of hours which may be transferred in any one calendar year is 100. The minimum number of hours which may be transferred

in any calendar year is 24 hours. Leave will be placed in a pool, however, the employee may transfer hours to the catastrophic leave account for use by a particular employee, who is eligible to receive the donation.

e. Any hours of sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to section 4 of this Article.

3. Request for catastrophic leave.

a. An employee who suffers a catastrophe as defined in Section 1, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his or her account. The maximum number of hours that may be transferred to an employee pursuant to this section is 320 per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes which befall the employee.

b. The request must include:

(1) The employee's name, title and classification; and

(2) A description of the catastrophe and the expected duration of that catastrophe.

c. An employee may not receive any leave from the catastrophic leave until he or she has used all his or her accrued annual, sick and other paid leave.

d. An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his or her own rate of pay.

4. Approval of transferring the catastrophic leave.

a. The City Manager or his designee may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the

account of any employee who is eligible to receive such leave.

b. The decision of the City Manager or his designee concerning the approval of leave pursuant to subsection 1 is final and is not subject to the grievance procedure, judicial review or review by the Board of Supervisors.

5. Review of status of catastrophe; termination of leave; disposition of hours not used.

a. The City manager or his designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure, judicial review or review by the Board of Supervisors.

b. The City Manager or his designee shall not grant any hours of leave from the catastrophic leave account after:

(1) The catastrophe ceases to exist; or

(2) The employee who is receiving the leave resigns or his or her employment with the City is terminated.

c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.

6. Maintenance of records on catastrophic leave.

a. Human Resources shall maintain the records and report to the City Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost to carry out this provision.

7. Employee: Definition

a. The term "employee" as used in this policy includes all City employees.

8. Substantiation of Catastrophic Condition

a. The City Manager or his designee may require written

substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his choosing. The cost of such written substantiation shall be borne by the employee.

Article 14. GROUP HEALTH INSURANCE

(A) All Employees, except those on temporary status and those excluded from enrollment by the terms and conditions of the insurance contract, may enroll in Employer's group health insurance plan, and shall be covered after a waiting period in accordance with City policy.

(B) EMPLOYER-EMPLOYEE SHARE OF PREMIUM

1. Employer shall pay one-hundred (100) percent of the Employee's premium for a group health insurance plan and fifty (50) percent of the Dependent's premium for a group health insurance plan. Beginning July 1, 2015, Employer shall pay one-hundred (100%) percent of the Employee's premium for a group health insurance plan and sixty-five percent (65%) of the Dependent's premium for a group health insurance plan.

2. The Employee shall have the option of converting the health insurance coverage at the time of his separation from employment by Employer by commencing to pay 100% of the total premium. The City will pay 90% of retiree group health insurance medical coverage premiums plus 50% of the spouse's and eligible dependent's premium except as provided below. The City agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the City's group health insurance plan in existence on the date of retirement, under the City group health insurance plan offered to active employees, as modified from time-to-time, not including dental, vision and life insurance coverage which if available may be obtained and be paid solely by the retiree or eligible dependent(s) if retiree is deceased.

a. In order to be eligible for the benefits provided in this Section 14(B)(2), the bargaining unit employee/retiree of the Carson City Sheriff's Department will have (i) a minimum of 20 years of full time service with the Carson City Sheriff's Department; (ii) reached at least 47 years of age; and (iii) shall have actually retired under the Nevada PERS retirement qualifications in existence on the date of the

retirement. Provided that, if a bargaining unit employee retires prior to age 47 and meets the requirements of (i) and (iii) above, the bargaining unit employee/retiree will be eligible for the benefits of this subsection 14(B)(2) upon attaining the age of 47, and, prior to age 47, shall be entitled continue as a retiree on the City group insurance plan and shall be entitled to payment for insurance which the bargaining unit employee qualifies pursuant to subsection 14(B)(2), and for which the bargaining unit employee would otherwise qualify, had the bargaining unit employee not been covered under the collectively bargained agreement, provided that, a bargaining unit employee retiring before age 47 must continue coverage under the City plan in order to be qualified for the benefits in subsection 14(B)(2) upon attaining age 47.

b. The City will pay premiums for:

1. The bargaining unit employee/retiree from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retiree will be reduced to either (i) 50% of the "single employee with Medicare premium", or (ii) the payment to which the retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City's group insurance plan is secondary to Medicare coverage. Provided that, if Medicare age has been increased beyond age 65, the 50% payment under (i) shall apply to the "Employee without Medicare" premium. In the event the City eliminates the policy or regulation for subsidizing payment of retiree health insurance, any retiree who elected (ii) above shall automatically revert to receiving the benefits specified in (i) above. In order to receive payment under either (i) or (ii), the retiree must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time-to-time, or required by law.

2. The spouse of the bargaining unit employee/retiree (current at time of the employee's separation from the City) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the

health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time-to-time, or required by law. In the event a retiree remarries after separation from the City, the spouse will not be included in the health insurance premium subsidy.

3. Dependents (current at time of bargaining unit employee's separation from the City), as defined by the rules of the City group health insurance plan in effect at the time of separation. After the dependent reaches the eligibility age for or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare premium". After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City's group health insurance plan is secondary to Medicare coverage. In order to receive payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as modified from time-to-time, or required by law.

4. In the event of death of the bargaining unit employee/retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to the requirements in b2. Dependents, as defined in b3, will continue to receive benefits in the event of death of the employee/retiree, as long as they meet the definition of dependents in the City group health insurance plan in effect at the time of retirement.

5. In the event of a catastrophic injury or medical illness which forces a bargaining unit employee who has not reached 20 years of full-time service with the Carson City Sheriff's Department and age 47 to retire from service of the Carson

City Sheriff's Department under NRS 616 and 617 (Work Related Injury or Illness) or as a Nevada PERS disability retirement, this benefit will be prorated for the employee at 5% per year of service after the employee has worked for the Carson City Sheriff's Department for 10 years, up to a maximum of 90% and subject to the provisions of paragraph b1 above concerning the bargaining unit employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The benefit under this subparagraph 5 does not apply to spouse or dependents and does not trigger any spousal or dependent benefits under this Article.

c. If the benefits provided to retirees, their spouse and dependents under section B2 are modified (reduced or eliminated) in the future by mutual agreement of the City and the Association including binding fact-finding or interest arbitration pursuant to NRS Chapter 288, such modification shall not apply to retirees, their spouses and dependents then receiving the benefits, and the retiree, their spouse or dependent shall continue to receive the benefit on the basis specified by the collectively bargained agreement in effect as of the date of retirement.

(C) This provision of the contract is in exchange for a permanent 5% reduction in the cost of living increase that is due July 1, 2012 in the bargaining unit employee's biweekly base salary and is therefore in effect on this same date. Should the Retirement Insurance benefit provided for in this Article be eliminated, the 5% permanent reduction in the employee's biweekly base salary shall be restored on the effective date of elimination of this benefit and shall include compounded interest (based on prime rate) accrued from July 1, 2012 to and including the date of the benefit elimination.

(D) Nothing contained in subsection B2 is intended to revoke, repeal, replace or otherwise modify the rights created in Article 13C of this Agreement.

(E) An Employee on leave without pay may continue the group health insurance coverage for a maximum period of one year by making application to the Human Resources Department and enclosing a certified check payable to Carson City.

(F) The City agrees that any changes in medical insurance benefits will be made in accordance with Nevada law.

(G) Employees and their dependents (husbands, wives and children) will not be billed for any ambulance fees charged by the Carson City Fire Department which are not covered by insurance.

Article 15. GROUP LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for a fifty thousand dollar ($50,000.00) policy or policies of that value in the aggregate of Group Term Life Insurance for each of the employees.

Article 16. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

(a) The employees may authorize payroll deductions for the purpose of paying the Association dues. Upon the execution of the proper personnel payroll document filed with the Director of Finance, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an employee, on a bi-weekly basis, such sums as the employee may specify for Association dues, the City's approved group health and dental insurance and the City's approved credit union.

(b) The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

(c) The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriated Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Article 17. EMPLOYEE GRIEVANCE PROCEDURES

(a) Grievant Defined: A grievant is any sergeant(s) who has a dispute or claim arising out of or relating to the working conditions or the interpretation or the application of this Agreement.

(b) Any dispute or claim arising out of or relating to the working conditions or the interpretation or the application of this Agreement shall be settled in the following manner:

Working Day Defined: As used in this Article, the term "working day" shall mean Monday through Friday, excluding State and Federal Holidays.

(a) INDIVIDUAL EMPLOYEE GRIEVANCE PROCEDURES:

(1) Any employee may file a grievance relating to any condition arising out of the employer-employee relationship including, but not limited to, classification, compensation, working hours, working conditions, or the interpretation of any law or regulation. This does not preclude informal discussions and attempts to resolve the problem prior to filing a formal grievance, even though such discussions are not part of the formal grievance procedure.

(2) When an employee becomes aware, or should have been aware or discovered that a problem exists, the employee shall, within fifteen (15) working days after the problem occurred or was discovered, submit to the Sheriff, a grievance form duly signed and dated which shall contain the following:

(a) A brief statement of the grievance.

(b) The date the grievance occurred or was discovered.

(c) State remedy sought.

(d) The signature of the employee.

(e) The date of submission to the sheriff.

(f) The following statement: "Failure to respond within ten (10) working days will result in the grievance being automatically moved to the next step as if

the grievance was denied and timely appealed if this period has not been mutually extended in writing by the parties.

If the Sheriff denies the grievance, the Sheriff shall so indicate in writing, providing the reason for the denial, signed and dated, on the grievance form and return it to the employee for his/her response. The Sheriff has ten (10) working days from the date of receipt to respond.

If the employee does not agree with the decision of the Sheriff, the employee may forward the grievance and all attachments to the Personnel Director within ten (10) working days of receipt from the Sheriff.

(c) The grievant shall meet informally with the Sheriff and discuss the matter. If the grievant is not satisfied with the outcome of the meeting, the grievant shall present a written grievance to the Sheriff within fifteen (15) working days of the time that the grievance is known or reasonably should have been known. For purposes of this Article, "working day" shall be Monday through Friday, excluding State and Federal holidays.

(3) If the Sheriff denies the grievance or fails to respond to the grievance within ten (10) working days, the grievance shall be submitted to the City Human Resources Director. The City Human Resources Director shall, by written notice to all parties concerned within five (5) working days of receipt of the written grievance, direct that the parties proceed to non-binding mediation. Mediation must be held within twenty-one (21) working days of the written notice provided by the City Human Resources Director unless mutually agreed upon by the City and the Association. If the parties are unable to agree on a person to act as a neutral mediator, a request for a mediator shall be made to the Federal Mediation and Conciliation Services (FMCS) by either party. Any costs of mediation shall be split between the Association and the City. If the parties are unable to resolve the grievance through mediation, the grievant may, within ten (10) working days of mediation, submit the grievance to arbitration for resolution.

(4) If the grievance is not resolved through mediation, the grievance may be

submitted to arbitration by notifying the other party in writing within ten (10) working days of the deadlock. If a grievance is not submitted to arbitration after mediation, it shall be deemed denied or settled on the basis of the last administrative decision. The party requesting arbitration shall notify the other party within the ten (10) working day period. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service, or the American Arbitration Association. Failure to make a written request for a list within thirty (30) working days after notice to the other party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. The Arbitrator shall be selected in the manner provided by NRS 288.200.

(5) The Arbitrator shall convene a hearing as soon as reasonably possible at the mutual convenience of the Arbitrator and the parties. The expenses for witnesses or counsel for either side shall be paid by the party producing such witnesses or retaining such counsel. A stenographic record shall be taken of each hearing. The costs of the record, the Arbitrator's fees and expenses shall be assessed by the Arbitrator on either or both parties in his discretion.

(6) The Arbitrator shall have no authority to amend or delete any of the terms of this Agreement or any of the Sheriff's Department rules, regulations and policies. Decision of the Arbitrator shall be based solely on the evidence and the arguments presented by the parties at the arbitration hearings, and the decision of the Arbitrator shall be final and binding except as provided by law.

(7) Time limits prescribed in this Article are intended to expedite the grievance procedure. Failure of the aggrieved Employee(s) to comply with this Article within the set time limits shall constitute a waiver of the grievance. Any time limits may be extended by mutual written agreement of the parties which shall not be unreasonably withheld.

(8) The Sheriff will neither settle nor deny the grievance without first notifying the

Association that the grievance has been filed. In all instances , the Association has the right to intervene. If the Association did not agree to arbitration, it shall not be responsible for any fees or expenses under subsection 5. The grievant, however, will be responsible for any fees or expenses under subsection 5. In addition, if the Association does not agree to arbitration, the Arbitrator may require the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis of the last administrative decision.

(9) E-mail may be used for grievance submission and time waivers.

Article 18. BILL OF RIGHTS

This contract hereby adopts and incorporates by this reference the provisions of Chapter 289 of the Nevada Revised Statutes, Police Officers Bill of Rights, as they may be amended from time to time.

Article 19. DEPARTMENTAL TRAINING COURSES

(a) Upon approval of the Sheriff and if budgeted department training funds are available, bargaining unit employees will be reimbursed for reasonable tuition, books and consumable educational material costs for educational training courses that meet the following conditions:

1. The training is directly related to the required skill or education for the employee's current position. No reimbursement can be made for promotional preparation except for those employees who are pursuing their certification for Intermediate, Advanced or Management levels.

2. The training is in accordance with the departmental training program.

3. The costs are borne by the employee and any support, grant, assistance provided or assumed by another institution, government agency, scholarship or grant-in-aid will be deducted from any reimbursement amount.

4. The course must be taken from a recognized and accredited school or POST certified program and the employee must present evidence of successful attendance and completion of the training before reimbursement can be considered for approval by the Sheriff.

5. The employee provides written, official documentation of the costs of tuition, books, and consumable education materials actually used as a requirement of the course at the time he requests reimbursement.

6. The decision of the Sheriff about the relatedness to current job performance are final and not subject to grievance by the employee under this Agreement.

7. Training at the direction of the Sheriff will be at the department's expense and time and related travel by the employee will be governed by the Fair Labor Standard's Act and the City's travel policies.

Article 20. PROMOTIONS

(a) All vacancies and promotions within the Department shall be filled by the Sheriff prior to open competitive testing.

(b) Notice of all vacancies and promotions within the Department shall be given to all employees of the Department, through briefings or otherwise, and shall be posted on

bulletin boards within the Department for a period of not less than fifteen (15) days prior to the last date for application or the date scheduled for testing, whichever is earlier.

(c) Notice shall contain the following information or indicate where the information may be obtained:

(1) Title and Job Description of Position.

(2) All eligibility requirements including education, employment, training or experience criteria, and whether "equivalent" factors will be recognized.

(3) If there will be competitive testing, and if so:

(a) The date, time and place of test;

(b) The nature and scope of test subject matter, and any reference material or sources containing such information;

(c) Whether the test will consist of written, oral and/or physical demonstration components and the relative weight to be given to each in scoring test results;

(d) Whether the test will be used to establish an eligibility list based upon ranking or rating of test applicants with the highest overall score being placed first, next highest second, and so on down the list of candidates, or whether a different rule applies, and how long the list will be retained and/or effective;

(e) Whether the selection will be made from the top 3 positions on the eligibility list referred to in paragraph (d), or other basis.

Article 21. STANDBY AND ON-CALL PAY

(a) An employee who is requested to be on a standby status shall be paid at the rate of $1.50 per hour for each hour of standby status.

(b) Sergeants assigned to scheduled on-call status, will receive ten (10) hours of compensatory time for each work week assigned to such activity. Sergeants assigned to on-call status of less than one (1) work week shall not receive ten (10) hours of compensatory time, but will receive $1.50 for each hour the employee is on on-call status pursuant to subsection (a), standby status.

Article 22. TRANSFERS

If an employee is to be permanently transferred by the City, he shall be given reasonable notice of such transfer.

No employee may be transferred solely for the purpose of harassment or discipline, or discriminatory motives.

Employees will be transferred or reassigned consistent with their civil service

classifications, grade and step.

Article 23. SHIFT DIFFERENTIAL An employee whose shift requires working at least four (4) hours between 5:00 p.m. and 6:00 a.m. shall receive, in addition to the compensation provided in the salary schedule in effect, shift differential in the amount of $1.50 per hour for each hour worked during the entire shift.

Article 24. SAFETY

(a) The City shall make every reasonable effort to provide and maintain a safe place of employment. The Association shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors.

(b) Staffing Levels: The employer shall recognize that due to possible dangers inherent in the occupation of the employees covered by this Agreement, minimum staffing levels shall be maintained by the employer to provide officer safety, as follows: two (2) supervisors, one (1) on duty in detention and one (1) on duty in patrol, unless an emergency or unforeseeable circumstance exists. For the purposes of this Article, "supervisor" is defined as a sergeant, lieutenant or any other sworn peace officer employed by the Carson City Sheriff's Department and deemed appropriate by the Sheriff. Unless the Board of Supervisors, or the City Manager, declares a state of emergency, all employees shall be entitled to be off duty at least eight (8) hours between shifts, excluding required court appearances, detective supervisors called out prior to the start of their next scheduled shift to supervise an investigation, and shift rotations (two times per twelve month period). Such rest period shall be taken without loss of pay and employees shall not be required to make up such time.

Article 25. DISCIPLINARY ACTIONS

As a general policy, discipline shall be administered or imposed to fit the circumstances and on a basis of escalating punishment. No discipline shall be imposed except for just cause.

(a) WARNING AND REPRIMAND

Whenever employee performance falls below standard, the supervisor shall inform the employee promptly and specifically in writing of any deficiency. If appropriate and justified, following a discussion of the matter with the employee, a reasonable period of time of no less than thirty (30) days, will be allowed for improvement or correction before initiating disciplinary action. In situations where oral or written warning has not resulted in a correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel folder, filed at the City Human Resources Department.

(b) SUSPENSION

If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an employee may be suspended without pay for cause by the Sheriff or his designee for a period not to exceed two hundred forty hours (240) hours. In lieu of not coming to work, a suspended employee may use accrued compensatory time or annual leave equal to the number of hours suspended.

(c) INVOLUNTARY DEMOTION AND DISMISSAL

When other forms of disciplinary or corrective action have proved ineffective or when the seriousness of the offense or condition warrants, the Sheriff, or his designee, may demote or dismiss for cause.

(d) NOTICE OF SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL

The Sheriff's decision regarding suspension of more than ten (10)

scheduled shifts, involuntary demotion or dismissal shall be given to an employee in writing specifying the action to be taken, detailing the grounds upon which the action is based, including specification of standards, rules, regulations or policies violated and date of action taken, which shall not be earlier than five (5) working days from date of delivery of Specificity of Charges to the employee.

Receipt shall be deemed the date of personal delivery of the notice to the employee which also shall be the effective date of said discipline unless another effective date is specified in said notice.

The appointing authority may elect to serve notice upon the employee by mail. In such event, the notice should be mailed to the employee at his last known address by registered or certified mail, return receipt requested. Receipt shall be deemed the date of delivery as indicated on the return receipt. Should the notice be returned to the sender, receipt shall be deemed to be on the third day after the date of mailing the notice.

(e) SPECIFICITY OF CHARGES

(1) Before any disciplinary action can be taken under subparagraph (b) or (c), the employee to be so disciplined must be provided with a Specificity of Charges including a statement of facts constituting conduct for which discipline can be imposed, together with statement of specific rules, regulations, ordinances, laws or policies violated.

(2) The Specificity of Charges must be signed by the Sheriff or his designee.

(3) The employee who is subject of the discipline must be given an opportunity to sign the Specificity of Charges. The employee's signature, however, does not constitute an admission of guilt. The signature is merely acknowledgment of receipt of Specificity of Charges.

(f) GRIEVANCE REVIEW OF DISCIPLINARY ACTIONS.

All disciplinary actions are subject to review by appeal through the

grievance procedures set out in Article 17.

Letters of hearing or reprimand not appealed through grievance procedure at time of issue are nevertheless subject to evidence of mitigation or aggravation in any disciplinary action, in which such letters are a basis for, or are offered in support of, all subsequent disciplinary action.

Disciplinary documents shall be of no force or effect twelve (12) months after date of issue and shall be removed from personnel files at that time, provided that the same or similar conduct which gave rise to the disciplinary action or related misconduct has not reoccurred.

Article 26. DUTY TO DEFEND.

The city has a duty to defend any employee named as a defendant in any action arising out of scope or performance of employment duties coupled with the tender of a defense on behalf of the employee with adequate notice and participation in all aspects of proceedings, including any compromise and settlement, trial, appeal up to and including final disposition subject to the provisions of the Nevada Revised Statutes. The City shall hold harmless and indemnify any employee named in any and all claims, judgments, losses and demands as a result of such actions.

Article 27. RETIREMENT

(a) All employees covered by this Agreement shall be covered by the State of Nevada Public Employees Retirement System under benefits granted to Firemen/Policemen, pursuant to NRS Chapter 286.

(b) The employer agrees to make Health Insurance Coverage available to all members who retire from this department and who are eligible to receive retirement benefits.

(c) Employees who have attained the age of seventy (70) years will be eligible for continued employment on a year to year basis upon the recommendation of the Sheriff

and approval of Board of Supervisors.

(d) Employees shall be retired from employment with the City in accordance with the provision of this Article and NRS 286.

(e) If PERS or the Nevada State Legislature take any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount of 1.5% or less, the City will pay one half of the increase up to .75%, and the Employee's salary will be reduced by one half of the increase up to .75%. However, the City will increase the Employee's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the Employee's salary.

If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount that exceeds 1.5%, Carson City will pay one-half of the increase and the Employee's salary will be reduced by one-half of the increase, however, Carson City will increase the Employee's salary .75% on the effective date of the reduction. Any amount over 1.5% will be split equally between Carson City and the Employee.

Article 28. UNIFORM ALLOWANCE

(a) The City will pay each employee a uniform allowance of $1250.00 per year beginning July 1, 2007, with semi-annual payments included with the first paycheck of June and the first paycheck of December. Effective July 1 of each subsequent year of this agreement, the uniform allowance will increase by $50.00. Said uniform allowance will cover the full cost of original purchase, replacement and upkeep of said uniform during the time of the employment with the City. Should the Sheriff alter, modify, or change in any way, the existing uniform requirements, the Association shall be given reasonable notice. City will bear full cost of any such alterations, modifications or changes in the existing uniform requirements.

(b) The City will purchase body armor and one body armor cover for each sergeant once every five years, with such expenditure not to exceed $800.00 per sergeant. The cost of the body armor purchased will be paid by the Department directly

to the vendor of such body armor upon presentation to the Sheriff or his designee a receipt for the purchase. The purchase of Body armor under this section will apply to 25% of the covered employees per year of this agreement. The Association will provide to the Department a list of those employees eligible during each year of the agreement.

(c) In the event employees lose or damage uniforms, equipment, watches or eye glasses in performance of duties and not caused by the employee's own negligence, City will reimburse cost of item(s) lost or damaged as follows:

1. Watches and sunglasses: up to $50.00 each per incident.

2. Prescription glasses: $100.00 plus 50% of cost over $10.00 up to maximum of $300.00 per incident.

3. All other items: $200.00 total per incident.

This provision shall include clothing worn by officers assigned in plain clothes capacity.

In order to receive benefit under this Article, employee must report any claims prior to the end of the shift in which the incident occurred, unless such report is not possible or practical at that time. Officers must turn in all damaged equipment or clothing for reimbursement. Items will be replaced with like-kind or cost equivalent value.

Article 29. SPECIAL PAY PRACTICES

(a)

(1) Effective July 1, 2009 the following educational incentive pay and P.O.S.T. incentive pay practices will be in effect:

(a) Employees who have attained an Associates Degree prior to June 30, 2009 shall continue to receive a two and one-half percent pay increase and those who have attained a Bachelors Degree prior to June 30, 2009 shall continue to receive a five percent pay increase.

(b) For those employees who attain a Nevada advanced P.O.S.T.

certificate, the following proficiency pay shall be paid as follows:

(1) Intermediate P.O.S.T.: $150.00/year

(2) Advanced P.O.S.T.: 1.5% added to base pay

(3) Supervisory/Management P.O.S.T.: 3% added to base pay

The above proficiency pay shall be paid only for the highest certificate earned and shall not be cumulative. Employees receiving educational incentive pay for either an Associates Degree or a Bachelors Degree shall continue to receive the incentive pay unless they choose to take the P.O.S.T. incentive pay. An employee cannot receive both the educational incentive pay and the P.O.S.T. incentive pay.

(2) ACTING PAY:

Should the Sheriff appoint an employee in an acting capacity to work in job classifications to which they are not assigned, the employee shall receive salary compensation for that classification, provided that:

(a) The classification is higher than the employee's present classification; and

(b) The employee has worked five work periods (shifts) in the higher classification for which employee will be paid for the 1st and each shift thereafter worked.

(c) The employee is on the City Human Resources Department's eligibility list for the higher classification, if a current eligibility list exists.

(3) MOTORCYCLE OFFICER: A sergeant assigned to operate a motorcycle shall receive additional compensation of $35.00 per pay period.

(4) LONGEVITY:

A. Beginning July 1, 2014 through June 30, 2016, employees who have completed 5 years of continuous service in the Carson City Sheriff's Office are eligible to receive the following longevity payment:

FY 2015: 2% of the employee's base salary

FY 2016: 2.75% of the employee's base salary
FY 2017: 3.50% of the employee's base salary

Payment for longevity will be made the last pay day in July of each year.

B. Beginning July 1, 2017, Employees who have completed 5 years of service in the Carson City Sheriff's Office shall receive ½% of the individual employee's base salary. For every additional year of service after the fifth year, an Employee must be paid an additional ½% per year up to a maximum of 8% of the individual employee's base salary.

i. Dates of payment and eligibility:

a. Payment for longevity under this article will be made as follows: One half (1/2) of the annual amount will be paid on the last payday in July and the other one half (1/2) of the annual amount will be paid on the first payday in December.

ii. Eligibility under particular circumstances:

a. An employee who is on leave without pay for an entire six month period of qualification is not entitled to pay for longevity for that period.

b. An employee who retires or who dies during the semi-annual qualifying period is eligible for pro-rated longevity pay.

c. An employee who is laid-off and is rehired within one year from the date of lay-off is eligible for pay for longevity he would have earned if he had not been laid-off.

d. If an employee who is eligible for military re-employment has been re-employed, the time during which he was not employed by the employer because of his military service will be counted when determining the rate for longevity. The person is not eligible for payment for the time not employed by the employer.

Article 30. LAYOFF POLICY AND PROCEDURE

I. DEFINITIONS FOR THIS POLICY ONLY

a. Break In Service A break in service occurs when an employee resigns, is discharged for cause or retires. However, city seniority accrued prior to layoff shall be continued upon recall and re-employment. Job classification seniority may be continued provided that the employee is rehired into the same job classification. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into city service. Leave designated under the FMLA shall not be considered a break in service.

b. City Seniority An employee shall have city seniority as of the date of hire following the successful completion of the initial probationary period.

c. Divisions A division is defined as a clearly established first sub-unit of a department which has been determined by the department administrator.

d. Job Classification Series A job classification series is defined as the normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty. The minimum qualifications, tests for fitness, and the duties and responsibilities are similar but different in level. Class series also includes all positions which an employee has previously held within the Sheriff's Department.

e. Job Classification SeniorityAn employee shall have job classification seniority as of the date of appointment to the job following the successful completion of the probationary period.

f. "Regular" Employee An employee who has completed the probationary period, but is serving a new probationary period for any reason is considered a regular employee for layoff purposes. If an employee has been employed in a class series for a period of time equivalent to the minimum required to complete a probationary period, but because of promotions within that class series had never completed a probationary period, shall for layoff purposes be considered an employee.

g. Seniority shall be calculated on the basis of calendar days of

continuous service.

II. PROCEDURE

a. Determination of job classifications to be affected by layoffs The Sheriff shall determine which job classifications of that department will be subject to layoffs.

b. Notice to Bargaining Unit Whenever it is determined that a layoff of employees may occur because of lack of work or funds, the City Manager shall give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period to the Bargaining Unit at least seven (7) calendar days prior to the effective date of notification to employees.

c. Sequence of Layoff Within the job classifications selected for layoff, the following sequence of layoff shall occur:

1. Probationary employees shall be laid off first,
2. Regular employees shall be laid off only after those layoffs within paragraph 1 of this provision have been exhausted.

d. Notice of Layoff All employees to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

e. Vacancies Whenever possible, employees will be permitted to fill available vacancies, provided the employee meets minimum qualifications and successfully completes any necessary tests. If offered, the employee must submit his/her decision in writing within seven (7) calendar days of notification to the City Human Resources Department .

f. Bumping

1. Any regular employee who is to be laid off may elect to replace an employee in a lower level of the same classification series provided the bumping employee:

a. has more city seniority than the employee being

bumped;

b. meets the minimum occupational qualifications.

2. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped and the step closest to his/her, the employee exercising the bumping right, existing salary at the time of the layoff.

3. Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this paragraph. The decision to bump must be submitted in writing within seven (7) calendar days of notification.

4. Those employees laid off within the Sheriff's Department who have attained their present positions by promotion or appointment through the affected class series will have employment rights at the next lower level within the department and will become the senior member in the lower class.

g. Seniority Whenever it is determined that a layoff of employees shall occur, the city agrees to supply current city seniority lists and job series seniority lists to the Bargaining Associations for the jobs being affected.

h. Ties In the case of seniority or job classification ties, scores will be used to break it if available; i.e., highest score. If scores are not available, then lots shall be drawn.

III. RECALL

a. The name of an employee who has been laid off shall be placed on a re-employment list and shall be recalled in the inverse order in which the employee was laid off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which he is qualified and no new employee will be hired until all qualified employees on layoff status desiring to return to work shall have been offered the position. The employee must provide the employer with any address change while waiting for recall.

b. Notice of recall will be made in writing by certified mail to the

employee's address of record.

c. An employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of certification for recall.

d. An employee recalled to his former or equated job classification must report for re-employment on the date established by the department administrator or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.

e. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, his name will be removed from the re-employment list.

f. An employee on layoff accrues no additional sick leave or vacation time.

Article 31. COURT TIME

An employee who appears to testify pursuant to a subpoena in any court or administrative proceeding that is required by the employee's job shall receive his regular salary during the period of court or administrative testimony or pretrial conference required by the District Attorney. If said court or administrative testimony is during the employee's regular time off, he/she shall be entitled to a minimum of three (3) hours overtime pursuant to Article10 if said employee has already worked in excess of forty hours a week during the time scheduled for said court testimony. Said court time includes time involved in obtaining evidence or other related matters at the Carson City Sheriff's Office. The employee must first obtain his supervisor's written approval in order to be eligible for overtime for any pretrial conference required by the District Attorney or for any time involved in obtaining evidence or other required matters at the Carson City Sheriff's Office. Employees subpoenaed to testify by the District Attorney shall tender any witness fees received to the City. Employees who testify pursuant to a

subpoena during the employee's regular time off shall not be entitled to call back pursuant to Article 9. Employees who are not subpoenaed but are ordered to testify by the District Attorney or by the employee's supervisor are entitled to call back pursuant to Article 9. If the subpoena is canceled or the order to testify rescinded prior to the off duty employee's departure for his court appearance, there shall be no entitlement to overtime pursuant to this Article.

Article 32. JURY DUTY

Any employee of the City who is required to serve on any jury shall receive his regular salary during the period of jury service, provided that he remit his compensation for such jury duty to the Clerk for deposit in the General Fund.

Article 33. MILITARY LEAVE

Any employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces shall be relieved from his duties upon request to serve under orders on training duty without loss of his regular compensation for a period not to exceed fifteen (15) working days in any calendar year. Any such absence shall not be deducted from the employee's accrued vacation.

Article 34. PAYMENT UPON DEATH OF EMPLOYEE

If an Employee dies while owed compensation by the City, the City will pay the compensation owed pursuant to the terms of this Agreement.

Article 35. SAVINGS CLAUSE

(a) This Agreement is the entire Agreement of the parties terminating all prior arrangements and practices and concluding current negotiations during the term of this Agreement. The City shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement; the Association or the City Board

of Supervisors may request discussion if it wishes.

(b) Should any provisions of this Agreement be found to be in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect. The Parties hereto agree to renegotiate any provision found to be in contravention of State or Federal law.

Article 36. ABSENCE OF SHERIFF

Any reference to the Sheriff in this Agreement, shall include his authorized designee should the Sheriff be absent for any reason.

Article 37. Adoption and Duration of Agreement

(a) This Agreement shall become effective July 1, 2014 and shall remain in effect until June 30, 2018 unless changed as provided herein.

(b) This Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, they shall notify the other party in writing of the article and/or section of the article that they desire to negotiate.

(c) If either party desires to negotiate changes in any article or section of this contract, it shall give written notice to the other party of the desired changes before February 1st of each year.

(d) The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact-finder at any time for his findings. The fact-finder shall make recommendations of the unresolved issues.

(e) If the parties have not reached an agreement within ten (10) days after the fact-finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator.

(f) NRS Chapter 288 shall govern fact-finding and arbitration between the parties.

(g) In the event that future agreements are not reached prior to July 1st of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1st of the year negotiations commenced.

CARSON CITY

By: _____
ROBERT L. CROWELL, Mayor

ATTEST:

_____
ALAN GLOVER, Clerk/Recorder

CARSON CITY SHERIFF'S SUPERVISORY ASSOCIATION on behalf of the Carson City Sheriff's Sergeants

By: _____
JIM PRIMKA, President

APPENDIX A

Fiscal Year 2015

Step 1	Step 2	Step 3	Step 4
$76,452	$82,740	$83,933	$89,155

Fiscal Year 2016

Step 1	Step 2	Step 3	Step 4
$78,746	$85,223	$86,451	$89,155

Fiscal Year 2017

Step 1	Step 2	Step 3	Step 4
$81,108	$87,779	$89,045	$89,155

Fiscal Year 2018

Step 1	Step 2	Step 3	Step 4
$83,541.24	$90,412.37	$91,716.35	91,829.65