25(1)

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 Fraternal Order of Police, Northern Nevada Lodge #8, on behalf of the Carson City Alternative Sentencing Officers (July 1, 2014-June 30, 2017). *(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 Fraternal Order of Police resulted in the proposed three 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):

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 Fraternal Order of Police, Northern Nevada Lodge #8, on behalf of the Carson City Alternative Sentencing Officers (July 1, 2014-June 30, 2017).

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 collective bargaining agreement), the City Manager is

copies of signed rpt. & agreement to HR & Debbie Duvall. Electronic copies to HR & Bob White & Bob Motamedpour. 1.7.14

recommending approval by the Board. The parties agreed to a three year agreement retroactive to July 1, 2014 and ending on June 30, 2017. This is the first collective bargaining agreement for this Association. The Association was

recognized by the Board as the exclusive bargaining unit for the Alternative Sentencing Officers in June, 2012. This is the first labor agreement between the City and the Fraternal Order of Police.

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

Fiscal Impact: The total fiscal impact of the 3 year contract is $35,144

Explanation of Impact: – Estimated costs per year are expected to be:

FY 2015 - $13,008
FY 2016 - $10,977
FY 2017 – $11,159

The costs include a 2% COLA on July 1, 2014 and merits in FY 2015, FY 2016 and FY 2017 based on the salary range established by the Pontifex Study. They also include $1,000 per employee per year for a uniform allowance, $750 per year Supervisory POST pay per year, two additional "on call" hours per four week period – or 26 additional hours per employee per year and 65% dependent coverage (this is currently being received.). Most of the costs are in addition to the benefits they are currently receiving.

Supporting Material: Please reference the proposed labor contract attached as supporting material for the Public Hearing agenda item: Labor Agreement between Carson City and the Fraternal Order of Police, Northern Nevada Lodge #8, on behalf of the Carson City Alternative Sentencing Officers (July 1, 2014-June 30, 2017).

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

Reviewed By:

Marena Works • DCM
(City Manager)

Date: 12-9-14

[signature]
(Finance Director)

Date: 12/9/14

[signature]
(District Attorney)

Date: 12/9/14

Board Action Taken:

Motion(s): App.

1) JM

2) KA

5 0
Aye/Nays

[signature]
(Vote Recorded By)

2014-2017

AGREEMENT

between

CARSON CITY

and the

FRATERNAL ORDER OF POLICE, NORTHERN NEVADA LODGE #8, ON BEHALF OF THE CARSON CITY ALTERNATIVE SENTENCING OFFICERS

(July 1, 2014 - June 30, 2017)

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Article 1. PREAMBLE

This Agreement is entered into between Carson City, Nevada, hereinafter referred to as the "City," and the Fraternal Order of Police on behalf of the Carson City Alternative Sentencing Officers, hereinafter referred to as "Employees". Employees work for Carson City's Department of Alternative Sentencing, hereinafter referred to as "DAS".

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 for Employees. A probationary Employee is not covered under Article 22, Disciplinary Actions, and Article 27, Layoff Policy and Procedure.

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

(A) As stated in Local Government Employee-Management Relations Chapter 288.150(3), each local government employer, which would include the Carson City's DAS Chief, is entitled without negotiation or reference to any agreement resulting from negotiation:

(1) 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.

(2) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2, stating procedures for reduction in work force.

(3) The right to determine:

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

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

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

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

(4) Safety of the public.

(B) The DAS Chief establishes work performance standards, except for Employee safety considerations, and the content of the work performance standards are reserved to the DAS Chief and not subject to the grievance provisions of this Agreement.

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 2 Employee representatives of the Association. This designation will be in writing and will be transmitted to the DAS Chief and the Human Resources Director 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 work hours as provided for in sections I, J, K, and 1 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 DAS. 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 director or elected official 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 director or elected official will not unreasonably withhold the consent to the use of a meeting room.

(D) Designated Employee representatives may make and receive telephone calls and e-mail messages about Association business during business hours only if such activity does not interfere with or disrupt normal business of the DAS. In no case will any Association business or communication be conducted over the DAS' 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 any 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 for 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 an Employee is on duty, he/she shall not engage in or be coerced to engage in any prohibited political activity.

(I) Up to two 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 representatives' 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 Management for the Department of Alternative Sentencing while on duty time if the meeting occurs during the Employee representatives' and the Employee's regular work hours.

(K) Two designated Employee Representatives of the Association and an Employee Grievant shall be allowed to attend grievance meetings with the City and or the DAS' Management team. It is the responsibility of the Grievant to arrange for such representation. The Association Employee Representatives and the Grievant will attend such meetings with the City and or the DAS' Management team on duty time if the meeting occurs during the Employee Representatives' and the Employee Grievant's regular work hours.

(L) Employees who are members of the Association's Executive Board shall be entitled to collectively use up to 250 hours of paid administrative leave for association business during any calendar year. In addition, each Employee 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 Employee 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 DAS, as determined by the DAS Chief 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 electronic mail (e-mail) system to communicate business matters of the Association or information of the Association, provided such activity does not interfere with or disrupt the DAS' 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

(A) PAY RATES:

1.

The salary range for a DAS Officer is $49,713 to $74,569.

(B) MERIT INCREASE

Employees who receive a performance evaluation of "meets expectations" or better, are eligible for a merit increase as follows:

- "Meets Expectations" 2% of base pay
- "Above Expectations" 3.5% of base pay
- "Outstanding" 5% of base pay

During fiscal year 2015, Employees who have not reached the top of the pay range shall receive a merit increase on their anniversary date. Beginning fiscal year 2016, employees who have not reached the top of the pay range are eligible for a merit increase on July 1st each year thereafter. The performance evaluation must be filed with the Human Resources Department by the date established by the Department in order to process the merit increase, if any, by July 1st. A copy of the 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.

(C) MERIT INCREASES NOT GRANTED

If a merit increase is not granted at the time of eligibility, or the Employee disputes the amount of the merit increase granted, the DAS Chief shall inform the Employee, in writing, and state the reasons upon which the decision was based, and prescribed remedy to improve the Employee's performance. If, within three months from July 1st, the Employee has corrected the deficiency(ies), the merit salary increase will be granted and paid from that date.

(D) **NEW HIRE PROBATION:** A new Employee shall be considered on probation for a period of twelve (12) months from date of hire, during which time the DAS Chief has the right to dismiss or retain the Employee. After completion of the probationary period, the Employee shall be deemed a regular Employee and his/her seniority shall date back to the date of hire as a new Employee in the bargaining unit. An Employee's participation in the P.O.S.T. Academy will not be counted towards completion of the probationary period. All new hire probationary Employees are entitled to accrue all benefits of this Agreement unless otherwise specified in Article II. Probationary Employees are eligible to use leave benefits accrued after six (6) months of employment, except as otherwise provided by this Agreement. A new hire employee is not entitled to a merit increase until after completing probation and reaching the beginning of the new fiscal year.

(E) **POSITION RECLASSIFICATION:** If a position is reclassified to a lower class through no fault of the incumbent, the incumbent 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 is a result of a legitimate reason over which the Employee has no control.

Article 7. <u>CALLBACK</u>

1. (Employees with an effective date of membership into the Nevada Public Employee's Retirement System on or before June 30, 2008)

    a. Except as it may conflict with the Nevada Administrative Code ("NAC") at NAC 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) will be activated by the electronic call-out required for the shift scheduling from the DAS Chief. 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. The DAS Chief 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 DAS Chief 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.

2. (Employees with an effective date of membership into the Nevada Public Employee's Retirement System on or after July 1, 2008)

    a. Except as it may conflict with NAC 284.214, call-back 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.

b. "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.

c. Scheduling the 12-hour rule set forth in subsection (a) will be activated by the electronic call-out required for the shift scheduling from the DAS Chief. 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.

d. The DAS Chief 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 DAS Chief 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.

3. (Employees with an effective date of membership into the Nevada Public Employee's Retirement System on or after January 1, 2010)

   a. Returning to duty within 12 hours after one's regular working hours to respond to an emergency.

   b. "Emergency" means a sudden, unexpected occurrence that is declared by the governing body to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.

4. An Employee who is called back to work before or after his regular work schedule shall receive a minimum of two hours pay at the rate of one and one half (1.5) times the current contract salary. An Employee who has returned home and is out of service after a call-back shall receive a minimum of two hours pay at the rate of one and one half (1.5) times the current contract salary for each successive call-back up to a

maximum of eight call-backs in a 16-hour period or 12 call-backs in a 24-hour period. An Employee who receives a successive call-back prior to returning home and going out of service shall not receive call-back pay for the successive call-back, but shall receive pay at time and one half for all hours worked.

5. When an employee is called at home and the employee performs the required tasks at home or by telephone, such employee shall receive call-back pay or overtime, depending upon the date the employee joined the Public Employee's Retirement System, for a minimum of one half hour or actual hours worked, whichever is greater, at the rate of one and one half (1.5) times the employee's base hourly rate.. If the Employee receives more than one phone call within the same thirty (30) minutes, the Employee must be compensated for each phone call separately as set forth above, even though the calls occurred during the same thirty (30) minute time period.
6. Any Employee who is eligible to receive call-back pay/overtime may elect to convert his call-back pay/overtime to compensatory time at the rate of 1.5 hours for each hour of call-back pay status.

Article 8. <u>OVERTIME</u>

(A) OVERTIME DEFINED: Overtime will be defined as any hours worked in excess of the regularly scheduled workday or forty hours in any City schedule pay period. Any overtime must be approved by the Employee's supervisor. The seven (7) day pay period is defined as Friday, 12 A.M. thru 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 DAS office.

(B) OVERTIME COMPENSATION RATE: Overtime shall be compensated at the rate of time and one-half of the base rate for an Employee.

(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 workweek 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 DAS office.

Article 9. HOLIDAYS

(A) The following are paid holidays for Employees of Carson City:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Nevada Day

Veterans 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 Article 9(C), 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. 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 compensatory time equal to a regularly scheduled shift.

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 10. 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 accumulated	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) 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 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 on a seniority basis.

Article 11. 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) 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 at the following rates:

Service Years	Maximum %
10-14	33 1/3%
15-19	50%
20-24	75%
25 plus	100%

2) 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 DAS Chief 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's 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 for which a worker's compensation claim has been filed and accepted by the City's claims administrator, 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 and during the time the claim is open for benefits under NRS Chapter 616/617. During this time, the DAS shall

provide full salary to the Employee upon the condition that the Employee shall endorse and deliver to the DAS Chief 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 leave shall be used to supplement benefits in order to receive full salary. Such accrued compensatory leave shall be charged only to the extent not reimbursed pursuant to NRS Chapter(s) 616 and 617.

3. When accrued compensatory leave 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.

5. When accrued annual leave has been exhausted, the Employee shall receive no additional compensation from the DAS.

6. If an Employee is leaving the City's employment because the work related injury has resolved in a permanent restriction which does not allow the Employee to return to the job classification held at the time of the injury, he/she will receive a lump sum payment of any accrued compensatory time, sick leave or annual leave he/she may be eligible to receive pursuant to the pay-out provisions of this labor agreement; up to and including the date it is determined that permanent light duty is not available with the employer. Employment with the City will be terminated at that time..

7. 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 the DAS 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 DAS provided locker rooms for a maximum of 45 minutes. 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).

(I) 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 Employees and 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 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) The City Human Resources Department 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 catastrophic leave policy includes Employees and all other 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 12. 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 the Carson City group health insurance plan, and shall be covered after a waiting period in accordance with City policy.

B. EMPLOYER-EMPLOYEE SHARE OF PREMIUM

1. DAS shall pay one-hundred (100) percent of the Employee's premium for a group health insurance plan and sixty-five (65)percent 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/her separation from employment with the DAS by commencing to pay 100% of the total premium. The City will pay 90% of retiree group health, dental, vision and life insurance medical coverage premiums plus 50% of the spouse's and eligible dependent's health, dental and vision 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 DAS will have (i) a minimum of 20 years of full time service with the Carson City DAS; (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 13(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 13(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 DAS and age 47 to retire from service of the DAS 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 DAS 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 2% reduction in the cost of living increase that is due July 1, 2013 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 2% 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, 2013 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 12C 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 13. GROUP LIFE INSURANCE

(A) The City shall pay one hundred percent (100%) of the premium for a fifty thousand dollar ($50,000) policy or policies of that value in the aggregate of Group Term Life Insurance for each Employee.

Article 14. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

(A) The Employee 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 biweekly 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 15. EMPLOYEE GRIEVANCE PROCEDURES

(A) Any dispute, claim, or grievance 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:

(B) The Grievant shall present a written grievance to the DAS Chief 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 thru Friday, excluding State and Federal holidays.

(C) If the DAS Chief 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 days of receipt of the written grievance, direct that the parties proceed to non-binding mediation. Mediation must be held within 21 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 issue through mediation, the grievant may, within ten (10) working days of mediation, submit the grievance to arbitration for resolution.

(D) 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 matter provided by NRS 288.200.

(E) 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, unless otherwise agreed. 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.

(F) The Arbitrator shall have no authority to amend or delete any of the terms of this Agreement or any of the City's or the DAS' rules, regulations and policies. Decision of the Arbitrator shall be based solely on the evidence and 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.

(G) Time limits described 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.

(H) Unless the grievance is brought by the Union itself, the DAS Chief will neither settle nor deny the grievance without first notifying the Union that the grievance has been filed. In all instances in which the Union has not brought the grievance it will have the right to intervene. If the Union has not demanded arbitration, it shall not be responsible for any fees or expenses

under Section e. If an individual demands 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.

Article 16. BILL OF RIGHTS

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

Article 17. 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 18. DEPARTMENTAL TRAINING COURSES

(A) Upon approval of the DAS Chief and if budgeted department training funds are available, bargaining unit Employees will be reimbursed for reasonable tuition, books, and consumable educational materials 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 POST I, POST II or POST III levels.
2) The training is in accordance with the DAS 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 DAS Chief.
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 DAS Chief about the relatedness to current job performance are final and not subject to grievance by the Employee under this Agreement.

7) The decisions of the Director of Human Resources about the recognition and accreditation of the school or program and the Director of Finance about the adequacy of the documentation regarding reasonable costs and successful completion are final and not subject to grievance by the Employee under this Agreement.

(B) Training and/or courses taken by an Employee under the provisions of this Article will normally be taken on the Employee's personal time; however, the DAS Chief may grant annual leave or administrative leave on a case-by-case basis depending on the DAS Chief's assessment of the contribution that the training will make to current job performance. In no case may the DAS Chief grant administrative leave in excess of 40 hours in a fiscal year for any single course.

(C) Training at the direction of the DAS Chief will be at the DAS' expense and time and related travel by the Employee will be governed by the Fair Labor Standards Act and the City's travel policies.

Article 19. SHIFT DIFFERENTIAL

An Employee whose assigned shift requires working between 6 p.m. and 6 a.m. shall receive, in addition to the compensation provided in the salary schedule in effect, shift differential in the amount of $1.50 for each hour actually worked between 6 p.m. and 6 a.m. Periods of paid and unpaid leave or holiday hours not worked are not eligible for shift differential.

Article 20. SAFETY

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.

It is within the sole discretion of a DAS Officer, when performing field duties that he/she can perform the duties solo (by himself or herself) or with another DAS Officer. If another DAS Officer is unavailable, the requesting Officer may choose to ask for assistance from another law enforcement agency.

Article 21. DISCIPLINARY ACTIONS

Per the City's policy, disciplinary action shall be administered on a progressive basis for just cause unless circumstances warrant more escalated discipline.

(A) WARNING AND REPRIMAND: Whenever an Employee's performance falls below standard, the supervisor shall inform the Employee promptly and specifically in writing of any deficiencies. 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 progressive discipline. 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 file, in the City Human Resource 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 DAS Chief, or his designee, for a period not to exceed thirty (30) working days.

(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 appointing authority may demote or dismiss for cause.

(D) NOTICE OF SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL: The DAS Chief's decision regarding suspension of more than ten (10) working days, involuntary demotion or dismissal shall be given to 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. 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 appointing authority or his designee.
3) The Employee who is subject to 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 of Employees are subject to review by appeal through the grievance procedures set out in Article 16.

Letters of hearing or reprimand not appealed through the 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 22. 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 23. RETIREMENT CONTRIBUTIONS

(A) All Employees covered by this Agreement shall be covered by PERS under benefits granted to Firemen/Policemen, pursuant to NRS Chapter 286.

(B) The DAS employer agrees to make Health Insurance Coverage available to all members who retire from the DAS 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 DAS Chief 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 24. UNIFORM ALLOWANCE

(A) The City will pay each Employee a uniform allowance of $1,000.00 per year with semi-annual payments included with the first paycheck of June and the first paycheck of December. Said uniform allowance will cover the full cost of original purchase, replacement and upkeep of said uniform during the time of employment with the City. Should the Chief alter, modify, or change, in any way, the existing uniform requirements, the City will bear full cost of any such alternations, modifications or changes in the existing uniform requirements.

(B) The City will purchase uniforms and other gear, required but not issued by the DAS, for each new Employee. An Employee for whom such purchases have been made shall not receive the uniform allowance on the first two occasions when such checks are issued after the date of his or her hire.

(C) The City will purchase body armor and one body armor cover for each Employee once every five years, with such expenditure not to exceed $800.00 per Employee. The cost of the body armor purchased will be paid by the DAS directly to the vendor of such body armor upon presentation to the DAS Chief 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 DAS a list of those Employees eligible during each year of the Agreement.

(D) The DAS will pay up to $800.00 for the purchase of body armor for each new Employee hired. The Employee must purchase the vest from a supplier approved by the DAS Chief. The DAS will make payment directly to the supplier. An Employee who obtains body armor pursuant to this paragraph and is not employed beyond the end of his or her probationary period for any reason shall return the vest or the amount subsidized by the DAS to the DAS upon his or her separation from service.

(E) In the event Employees lose or damage uniforms, equipment, watches or eye glasses in the performance of duties and not caused by the Employee's own negligence, the DAS will reimburse the 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.

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

Article 25. ADDITIONAL PAY

(A) FIELD TRAINING OFFICER: Any officer assigned as Field Training Officer shall receive special assignment pay of 5% of base pay for the duration of the assignment, unless the assignment is to train a Reserve. A DAS Officer assigned to train a Reserve Officer will receive the 5% special assignment pay on the days the DAS Officer is actually training the Reserve Officer. Assignment as a Field Training Officer is not a promotion. Assignment and rescinding the assignment of a Field Training Officer is solely within the discretion of the DAS Chief and is not subject to appeal through the grievance or other process.

(B) ON-CALL PAY: An Employee assigned to on-call status by the DAS Chief will receive twelve (12) hours of compensatory time for each work week assigned. Employees assigned to on-call status of less than one (1) workweek shall not receive twelve (12) hours of compensatory time, but will receive $1.50 for each hour the Employee is on on-call status pursuant to this Article. While assigned to on-call status, the Employee must remain within a 60 minute response time to the DAS office and must be available at all times via telephone. An Employee will only be required to be on-call one week in any four week period.

(C) STANDBY PAY: An Employee who is requested to be on standby status will be paid at the rate of $1.50 per hour for each hour of standby status.

(D) EDUCATIONPAY: Employees who have attained an Associate's degree shall receive a 2.0% pay increase, and those who have attained a Bachelor's degree shall receive a 4.0% pay increase. Either degree must be earned at a fully accredited college, community college, university or other institution acceptable to the City. To be eligible for the education incentive pay, the Employee must provide to DAS Chief, a copy of the degree awarded from the institution. An Employee is eligible for the education incentive pay once he has completed probation.

(E) P.O.S.T. INCENTIVE PAY: Employees who attain a Nevada Intermediate, Advanced or Management P.O.S.T. certificate shall receive the following proficiency pay bi-annually on the first pay day of July and December of each calendar year:

1. Intermediate P.O.S.T. Certificate $250.00;
2. Advanced P.O.S.T. Certificate $500.00; or
3. Supervisory/Management P.O.S.T. Certificate $750.00.

(F)LONGEVITY: After six years of Carson City Department of Alternative Sentencing service, Employees will receive $200.00 semi-annually payable on the first payday of June and the first payday of December. For each additional year of service after six years, the Employee will receive an additional $25.00 semi-annually payable in the same manner. Thus, an Employee in his/her 7th year of service will receive $200.00 semi-annually, and an Employee in his/her 8th year of service will receive $225.00 semi-annually. The longevity package is capped at twenty-five (25) years of service.

(G)ACTING PAY: Should the DAS Chief appoint an Employee in an acting capacity to work in a job classification higher than that of which the employee is assigned, the Employee shall receive acting pay in the amount of 5% of the employee's current rate of pay. Such acting pay shall terminate when the assignment is completed or revoked, as determined by the Chief, or his designee.

For purposes of this section, "assigned" shall be interpreted to mean an employee has been ordered, directed, required, or requested by a supervisor to perform additional responsibilities. It is agreed that an Employee must perform all assigned additional responsibilities to be eligible for acting pay.

Article 26. 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. Leaves of absence shall not be considered as breaks 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 Carson City DAS.

(E) Job Classification Seniority. An 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 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.** Seniority shall be calculated on the basis of calendar days of continuous service.

II. PROCEDURES

(A) **Determination of job classifications to be Affected by Layoffs.** The DAS Chief will determine which job classifications 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 or his designee 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 to the City Human Resources Department within seven

(7) calendar days of notification.

(F) **Bumping.**

1. Any regular Employee who is to be laid off may elect to replace an Employee or other City employee in a lower level of the same classification series provided;

a. the bumping Employee has more city seniority than the Employee or City employee being bumped; and

b. meets the minimum occupational qualifications.

2. An Employee electing to exercise bumping rights shall assume the grade of the Employee or City employee being bumped and the step closest to his/her 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 DAS 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 DAS 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 reemployment list and shall be recalled in the inverse order in which he or she 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 or she 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 DAS Chief and the City Human Resources Department 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 or her previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, his or her name will be removed from the re-employment list.

(F) An Employee on layoff accrues no additional sick leave or vacation time.

Article 27. COURT TIME

(A) An Employee who appears to testify pursuant to a subpoena in any criminal 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 criminal court or administrative testimony is during the employee's regular time off, he/she shall be entitled to a minimum of two (2) hours overtime pursuant to Article 8, if said employee has already worked in excess of forty hours a week pursuant to Article 8 during the time scheduled for said court testimony. Said court time includes time involved in obtaining evidence or other related matters at the DAS. 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 DAS. 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 8. Employees who are not subpoenaed but are ordered to testify by the District Attorney or by the Employee's supervisor may be entitled to call back pursuant to Article 8. 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 28. 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/she remit his/her compensation for such jury duty to the Clerk for deposit in the General Fund.

Article 29. 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/her duties upon request to serve under orders on training duty without loss of his/her 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 30. 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 discussions 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 31. ABSENCE OF ALTERNATIVE SENTENCING CHIEF

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

Article 32. FISCAL EMERGENCY

During the term of this Agreement, if the Carson City Board of Supervisors, after a noticed public hearing, deems additional reductions are necessary to balance the budget, the parties agree to reopen this Agreement for the narrow and specific purpose of meeting and conferring over the concerns identified, as needed, to prevent layoffs of any Carson City employee.

Upon notification by the representative of the Employer to the Fraternal Order of Police on behalf of the Employees that a fiscal emergency pursuant to NRS 288.150(2)(w) exists, the parties shall meet within 10 days to commence negotiations. The Employer representative shall include, with the notification, all relevant financial data and other information which supports the existence of the fiscal emergency.

The requirements for the reopening of this Agreement must include, without limitation, measures of revenue shortfalls or reductions relative to economic indicators such as the Consumer Price Index, declines in actual ad valorum taxes, and decline in total revenues received by Carson City. This list is not intended to be exclusive of other economic factors.

The Fraternal Order of Police on behalf of the Employees will be allowed, in a timely fashion, to audit any and all documents to ensure that a fiscal emergency does exist.

If the parties are unable to reach an agreement within 10 days from the first day negotiations begin, then either party may submit to expedited fact-finding. Once the fact finder's recommendation is rendered, the parties shall commence negotiations within 5 working days. If

the parties do not reach agreement within 10 working days, then either party may submit to expedited binding arbitration. The decision of the binding arbitrator shall be final.

The Employer shall not use the fiscal emergency process as an alternative to the normal collective bargaining process.

Article 33. WORK DAY

The scheduling of work days and work weeks shall be at the direction of the DAS Chief, or his designee, provided that Employees have consecutive days off.

At the request of either party, on or about November 1st and April 1st 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 34. ADOPTION AND DURATION OF AGREEMENT

A. This Agreement shall become effective July 1, 2014 and shall remain in effect until June 30, 2017, 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.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives on the 18th day of December, 2014.

CARSON CITY

By: _____
Robert B. Crowell, Mayor

FRATERNAL ORDER OF POLICE ON BEHALF OF THE ALTERNATIVE SENTENCING OFFICERS

By: _____
Bob White, President

ATTEST:

_____
Alan Glover, Clerk/Recorder