

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF CARLIN POLICE DEPARTMENT
AND THE
OPERATING ENGINEERS LOCAL UNION # 3

EFFECTIVE DATE:

JULY 1, 2021-June 30, 2023

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THIS AGREEMENT is entered into between the CITY OF CARLIN POLICE DEPARTMENT, Nevada (hereinafter referred to as the "CITY") and the OPERATING ENGINEERS LOCAL UNION # 3 (hereinafter referred to as the "UNION")

ARTICLE 1

PREAMBLE

- 1) It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.
- 2) It is recognized by the CITY, the UNION and the employees covered by this agreement that the CITY is engaged in rendering public services to the general public, and that there is an obligation on each party to continue to provide such service.
- 3) All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the CITY and its services 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.

ARTICLE 2

RECOGNITION AND APPLICATION

- 1) For purposes of this agreement only, and subject to the provisions of N.R.S. 288.140, the CITY recognizes the OPERATING ENGINEERS LOCAL UNION # 3 as the exclusive bargaining agent for the regular, full-time employees of the City of Carlin Police Department (hereinafter referred to as "regular employees") employed in the classifications set forth hereinafter to negotiate in respect to those mandatory subjects of bargaining set forth in N.R.S. 288.150(2):
- 2) CLASSIFICATIONS WITHIN THE BARGAINING UNIT
 - a) Police Officer:
 - i) Non-probationary, Nevada POST Category 1 Certified, Employees/Law Enforcement Officers (Non-Supervisory)
 - (1) *No impasse rights under N.R.S. 288.215.
 - b) Probationary Employees
 - i) Probationary employees are exempt from the provisions of this agreement.
 - ii) A new employee is eligible for non-probationary status after a minimum of one (1) year and a maximum of eighteen (18) months of full-time employment, including the successful completion of a probationary time period, designated by the Chief of Police, the successful completion of the Carlin Police Department field training officer (FTO) program and the successful attainment of all certification requirement through Nevada Revised Statutes Chapter 289, Nevada Administrative Code Chapter 289 and the Nevada Peace Officer Standards and Training Commission requirements for a Category 1 Peace Officer. Retention of a newly hired employee, successful completion of the probationary time period, and designation as a non-probationary employee will

be at the sole discretion of the Chief of Police.

- 3) The parties recognize that additional classifications may be established and assigned to the bargaining unit. The City shall give written notification of all new job classifications it intends to implement at least ten (10) days prior to said implementation.

ARTICLE 3

MANAGEMENT RIGHTS

- 1) The CITY and the UNION agree that the CITY possesses the sole right to operate the CITY, and all management rights remain vested with the CITY. In this context, the negotiation of any management rights herein shall not establish a precedent or past practice concerning future negotiations of such rights. All management rights, powers, authority, functions and prerogatives, whether heretofore or hereafter exercised, and regardless of frequency or infrequency of their exercise, shall remain vested exclusively in the CITY. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees subject to the procedures for such action as set forth in Article 19 of this agreement; the right to determine and change staffing levels and work performance standards except for safety consideration; the right to determine the contents of the work day, including without limitation work load factors; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to determine the safety of the public; the right to discipline, reprimand, suspend, reduce in pay, demote and/or terminate employees subject to applicable provisions of the collective bargaining agreement; the right to determine CITY functions; the right to implement, modify and delete rules, regulations, ordinances, and laws not inconsistent with this agreement; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions; the right to introduce new or improved procedures, methods processes, or to make technological changes; and the right to establish or change shift schedules of work, starting and quitting times.
- 2) The UNION acknowledges that the provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this article and N.R.S. 288.150, recognize and declare the ultimate right and responsibility of the CITY to manage its operation in the most efficient manner consistent with the best interests of all citizens, its taxpayers and employees.

ARTICLE 4

NON-DISCRIMINATION

- 1) The CITY and the UNION will continue their policy not to interfere with or discriminate against any employee because of membership or non-membership in the UNION, or because the employee engages in or refrains from engaging in any activity protected by N.R.S. 288.010 and following.

- 2) The UNION shall share equally with the CITY the responsibility to not illegally discriminate against a bargaining unit employee based on age, sex, sexual orientation, marital status, race, color, religion, protected disability, or national origin and for applying this provision of this agreement.

ARTICLE 5

HOURS OF WORK, OVERTIME AND STANDBY TIME

1) HOURS OF WORK:

- a) Law Enforcement operates on a twenty-four (24) hour a day, seven (7) day a week basis. A work period is two (2) weeks long, typically starting on Monday at 6:00:00 a.m. and ending two (2) Mondays later at 5:59:59 a.m. designated two (2) week pay periods are set by the Carlin City Manager's Office.
- b) Work weeks shall consist of (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days in a forty (40) hour work week and/or a regularly scheduled eighty-four (84) hour fourteen (14) day work period, consisting of one three (3) twelve (12) hour shifts/thirty-six (36) hour work week and one four (4) twelve (12) hour shifts/forty-eight (48) hour work week.
- c) Work schedules shall be made at the sole discretion of the Chief of Police or his designee.

2) SCHEDULE BIDDING

- a) Each bargaining unit employee shall be allowed to bid shift schedule of his/her choice on an annual basis; however, the final selection for the employee's shift schedule will be approved by the Chief of Police or his designee. When making the final selection for the employee's shift schedule, relevant factors such as seniority, prior shift schedule assignments and scheduling needs of the effective operation of the department shall be considered. The provisions of this Article shall not be subject to the grievance procedure.
- b) Seniority shall be determined by the most recent date of hire or promotion date which would supersede the original date of hire.

3) EMPLOYEE BREAKS:

- a) Sworn employees shall remain on duty subject to call during meal periods, all other employees are not on call during meal breaks unless directed otherwise by the Chief of Police. Time spent for meal breaks shall not exceed the authorized time allowed. Each employee is entitled to a 15-minute break, near the midpoint, for each four-hour work period. Only one 15-minute break shall be taken during each four hours of duty. No breaks shall be taken during the first or last hour of an employee's shift unless approved by a supervisor.

4) OVERTIME:

- a) Overtime is defined as time actually worked in excess of the employee's regularly scheduled work shift, work day or work week. Overtime work is compensated at one- and one-half times (1 ½) the employees' regular rate of pay. Overtime can either be compensated to the employee in pay or in accrued compensatory time hours, at the

employee's discretion. Overtime requires the approval of the employee's supervisor prior to the time being worked. In the event that an employee (officer) is unable to acquire approval for overtime from his immediate supervisor because of unforeseen circumstances, a reasonable amount of time will be permitted in order to obtain approval.

If due to shift reassignment or adjustment it is not possible to provide eight (8) hours between shifts, the employee will be compensated at one and one half (1 1/2) times the employee's regular rate of pay for those hours worked which occur during the eight (8) hour off-duty period, and which are contiguous with the adjusted schedule.

5) CONTROLLED AND UNCONTROLLED STANDBY TIME:

- a) Any employee whom the Chief of Police assigns, either in writing or verbally to be on Controlled Standby Time during off-duty time must remain fully capable to report to duty within a reasonable time period based upon the presented circumstances. Any employee whom the Chief of Police requires, either in writing or verbally, to carry a cell phone during off-duty time, for the purpose of being available to answer calls from the on-duty officer, dispatch or others, but not assigned to Controlled Standby shall be considered to be on uncontrolled standby.
- b) Controlled Standby Time shall be compensated at the rate of two and 50/100ths dollars (\$2.50) per hour. Employees on Controlled Standby assignment must remain within the immediate vicinity of the City of Carlin, during the entire duration of the assignment time period designated by the Chief of Police to be eligible for standby pay. Employees on Controlled Standby can be disciplined for failure to respond.
- c) Uncontrolled Standby Time shall be compensated at the rate of one dollar (\$1.00) per hour for the duration of the assignment time period designated by the Chief of Police. Employees on Uncontrolled Standby shall not be disciplined for a failure to respond.

6) COMPENSATORY TIME:

- a) Compensatory leave will be earned at the rate of one- and one-half hours off for each overtime hour worked. Police officers may accrue sixty (60) hours of compensatory leave in accordance with their differing work period requirements. When an employee has exceeded the maximum number of hours specified, the excess hours will be paid out as overtime pay.
- b) Compensatory leave is to be taken at the earliest time which is mutually agreeable to the employee and the Chief of Police, and within twelve (12) months of the time that the compensatory time is earned. The City may pay an employee in cash for compensatory time earned and not used. The City reserves the right to pay out any and all compensatory time earned at its discretion.

7) CALL BACK:

- a) Call back is defined as an unscheduled call to return to work during a holiday, scheduled day-off or one-half hour before or after a scheduled work shift.

- b) Employees are eligible for Call Out pay if they have completed their normal work day, have been released from further continuous duty, and subsequently return to work with less than twelve (12) hours' notice at the request of their supervisor.
- c) Non-exempt employees who are called back to work will be credited with a minimum of two hours work time and compensated in accordance with state law at the applicable overtime rate for all hours worked. Employees called back to work with less than twelve (12) hours' notice will be compensated at one and one half (1 1/2) times their regular rate of pay for a minimum of two (2) hours, or actual hours worked, whichever is greater. If the Call Back assignment runs into the employee's normal work day, the employee will receive call out pay only for those hours which are not part of the employee's normal workday.
- d) Employees called out on multiple occasions within a single twelve (12) hour period will be compensated for two (2) hours or for actual time worked, whichever is greater.
- e) Call back time will be shown on time sheets as same and listed properly on payroll accounts as an eligible PERS contribution as provided by Nevada Revised Statutes and the Nevada Administrative Code.

ARTICLE 6 LEAVE PLANS

1) ANNUAL LEAVE

- a) All regular full-time employees will earn annual leave beginning from their initial date of hire as follows:
 - i) Annual leave is earned and credited to the employee on a biweekly basis for the twenty-four (24) annual payroll accrual periods and will be pro-rated for partial pay periods during the term of employment.
 - ii) Employees are not eligible to use annual leave or to receive payout of annual leave until successfully completing six months of employment. Successful completion of six months of employment is defined as employment without disciplinary action of any kind, verbal or written.

iii) <u>Years of Continuous Service</u>	<u>Time Earned Per Pay Period*</u>	<u>Maximum Hours</u>
0 years, less than 5 years	3.5 Hours	168 Hours
5 years, less than 10 years	5.25 Hours	240 Hours
20 years, less than 15 years	7 Hours	324 Hours
20 years or more	8.75 Hours	408 Hours

*Maximum accrual allowed per 84 hour pay period.

- b) Vacation accrual will cease upon the employee accruing the maximum hours for years of service. Vacation accrual will re-commence immediately upon the employee's vacation balance dropping below the maximum. However, employees who have more than five (5) years of continuous service shall have the option to "cash out" a maximum of 60 hours of their unused Vacation/Personal Leave one time per calendar year at a time/pay period designated by the Carlin City Manager's Office.

- c) Upon resignation, termination or retirement from CITY employment, with two (2) weeks written notice, an employee shall be paid at their regular hourly rate of pay for all unused annual leave time.
- d) The Chief of Police will attempt to schedule vacation/personal leave time as near as possible to the time requested by the employee, after the needs of the department have been considered. When two or more employees request the same dates for leave, the Chief of Police will grant leave based upon the staffing needs of the CITY.

2) SICK LEAVE

- a) Sick leave accrual and usage will be as is written in the City of Carlin Personnel Policy Manual, as amended from time to time. The following changes or additions shall also apply.
- b) Sick leave may be used by the employee for his/her own incapacitating illness or injury, visits to health practitioners, or for transporting dependent members of his/her immediate family to appointments with health practitioners.
- c) Sick leave is for use in those situations in which the employee must be absent from work due to:
 - i) Physical illnesses or injury to the employee.
 - ii) Exposure to contagious diseases or whose attendance is prevented by public health requirements.
 - iii) The need to care for a dependent child, spouse, or parents who reside with all employees or who are dependent upon the employee for support.
 - iv) Medical or dental appointments for the employee provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
 - v) Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or any other medical condition. Employees going on sick leave must notify the Chief of Police or his designee as soon as the need for leave is known to the employee.
- d) No employee will be entitled to sick leave because of a disability arising from an injury purposely self-inflicted or caused by willful misconduct.
- e) Any employee who is ill or unable to report to work for any reason will notify his/her immediate Department Head no later than thirty (30) minutes prior to the employee's normal work reporting time. In the event of a continuing illness, the employee will continue to notify his/her immediate Department Head of his/her ability to report to work on a daily basis or at appropriate times agreed on by the Department Head.
- f) The City may require an employee to provide a medical doctor's statement certifying the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The statement will also certify the employee's fitness for return to work. A medical doctor's statement is required only when specifically requested by the Department Head and may be requested prior to allowing the employee to return to work.

- g) Employees who report sick will be at their place of residence, a medical facility, their doctor's office or will notify their Department Head of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or nonstick leave purposes, or such other activity when an employee is on sick leave is evidence of abuse of sick leave. Abuse of sick leave is cause for disciplinary action.
 - h) Sick Leave Approval for absences due to planned treatment and doctor appointments, a "Leave Request" form shall be submitted before the absence. For unplanned absences, an employee shall complete a "Leave Request" form immediately upon return to work. The Department Head shall determine whether to approve use of accrued sick leave. Such approval shall be granted whenever such leave can reasonably be found to be allowed by this policy.
 - i) Sick Leave Accrual:
 - i) All regular employees will accrue sick leave at the rate of 3.34 hours 24 times per year or twice monthly. Unused sick leave will continue to be carried over and added to the employee's unused sick leave balance up to a maximum of four hundred and eighty (480) hours. Sick leave accrual will cease when the employee's total accrual reaches four hundred eighty (480) hours.
 - j) Sick Leave at Separation:
 - i) After five (5) years of service, if an eligible employee terminates his/her employment with the City due to resignation, retirement, or disability, the employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in his/her sick leave account. Employees will be paid for any unused sick leave up to 200 accrued hours at the employee's regular rate of pay, based on the amount of unused sick leave remaining in his/her sick leave account.
 - ii) After fifteen (15) years of service, if an eligible employee terminates his/her employment with the City due to resignation, retirement, or disability, the employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in his/her sick leave account. Employees will be paid up to two-hundred forty (240) hours of unused sick leave at the rate of his/her regular rate of pay, based on the amount of unused sick leave remaining in his/her sick leave account.
 - iii) If the separation is due to the death of the employee, the compensation due will be paid at 100% of the regular pay rate to the beneficiaries designated by the employee
 - k) Donation of Sick Leave:
 - i) The parties have agreed to the language in City Personnel Policy 5.4
- 3) LEAVE OF ABSENCE WITHOUT PAY
- a) Leave of absence without pay for up to ninety (90) days may be granted if recommended by the Chief of Police and subsequently approved by the City Manager. Granting of a leave of absence without pay does not guarantee immediate reinstatement to paid status provided, however, an employee who does not return on the first work day following the end of a leave will be considered to have resigned, unless there is a proven compelling

reason beyond the control of the employee. In the event that the City of Carlin does not have a City Manager, the City Council's designee may grant leave of absences, with the recommendation of the Chief of Police, without pay.

b) Insurance:

i) Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.

c) Anniversary Date:

i) An employee's anniversary date will be extended by the number of days off work for all unpaid leaves of absence.

4) COURT LEAVE

a) When Granted: Court leave will be granted to allow employees to serve as witnesses, or as a party in court proceedings whenever served with summons, subpoenas, or other court orders for duty-related activities. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

b) Compensation: Subject to the following conditions, regular employees on approved court leave shall receive their regular rate of pay for those hours spent in court and in the round-trip travel between their regular work site and the court.

c) The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Upon completion of witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the CITY upon receipt. Reimbursements received for out of pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the CITY has reimbursed the employee for such expenses were paid by the CITY.

d) Employees who appear in court as the plaintiff, defendant, or witness in any action not related to their official duties shall not be paid for time away from work unless that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.

e) Employees serving on jury duty shall not be paid regular wages during their jury duty time and will not be required to take annual leave or comp time off.

f) Employees that are served summons or a subpoena and attend a hearing will receive a twenty-five dollar (\$25) stipend

g) Late Start/Early Release: An employee who is not required to report to court until the middle of his/her work schedule or who is released from court/jury duty before the end of his/her work schedule shall report to work for the hours which are not required for court duty or for related travel time.

h) Employees shall be eligible to receive two (2) hours of compensation in the event that a court hearing is canceled and the officer is not notified until the day that the hearing is scheduled.

5) BEREAVEMENT LEAVE

- a) A regular, full-time employee who must be absent from work to attend the funeral of a family member who is within the second degree of consanguinity or affinity may use up to a maximum of forty (40) hours of bereavement leave per each occurrence. Bereavement leave longer than forty (40) hours may be charged to accumulated sick leave, up to a maximum of twenty four (24) additional hours, with the advance approval of the CITY.

6) MILITARY LEAVE

- a) Employees who are members of the National Guard or US Military Reserve components are entitled to military leave and to re-employment rights for up to four (4) years, as provided in 38 USC, Sections 4312 - 4318 and the relevant sections of Nevada Revised Statutes. The City will grant military leave with pay for absences not exceeding twenty-one (21) calendar days per year, if the employee requesting military leave provides an official copy of active duty for training orders prior to the time of the scheduled military duty, and also a copy of their military pay voucher within 60 days of completion of ADT. The employee may use vacation/personal time for leaves which exceed the twenty-one (21) day military leave.
- b) The CITY will make a reasonable effort to adjust work schedules and assignments to accommodate military obligations. Persons filling a position created by an employee on Military Leave may be returned to their previous position upon return of the absent employee, however, a replacement employee is subject to layoff if no other position is available.

ARTICLE 7

WORK RELATED DISABILITY

1) WORKERS COMPENSATION

- a) Employees who incur a work-related injury or illness which qualifies them to receive lost time wage benefits in accordance with Worker Compensation laws, rules or regulations shall receive their regular compensation during such lost time period, not to exceed one hundred eighty (180) days, or while confined in a hospital, until the CITY'S worker's compensation insurance carrier stops payment. The employee is required to give to the CITY any compensation received which, if added to the lost time wages received from the CITY, exceeds the employee's regular compensation. A doctor's certification shall be required for any on the job injury resulting in absence from employment with pay before the employee can return to work.

ARTICLE 8
RETIREMENT

- 1) The CITY and the UNION agree that all eligible employees of the bargaining unit shall participate in the Public Employees Retirement System of the State of Nevada, in accordance with the rules of that system.
- 2) The CITY agrees to continue to pay one hundred percent (100%) of employer contributions to the Public Employees Retirement System (PERS), either on the Employee-Employer Plan or Employer-Paid Plan, but shall not pay for the purchase of eligible service.

ARTICLE 9
WAGES

- 1) WAGE GRADE AND STEP SCALE
 - a) For the term of this contract the city agrees to keep in force the wage step and classification scales as provided in Appendix "A" attached hereto and made a part hereof. All provisions of this contract shall remain in effect until the parties execute a subsequent agreement or amendment.
 - b) Initial Salary Steps
 - i) Employees newly hired in a position covered by this agreement shall be paid at the minimum (Step 1) rate in grade for their position, unless:
 - ii) The Chief of Police recommends a higher beginning rate based upon the following:
 - (1) Up to Step 3: The newly hired officer possesses a valid and current POST certification.
 - (2) Up to Step 5: The newly hired officer possesses a valid and current Nevada P.O.S.T. Certification and, at least three (3) years previous law enforcement experience as a police officer or higher rank
 - c) Salary
 - i) FY 2021 (July 1, 2021-June 30, 2022) – Representing one step increase, and no additional percentage increases.
 - ii) FY 2022 (July 1, 2022-June 30, 2023) - Increase the current wage levels in effect on June 30, 2022 by 1%.
 - d) Non-represented employees may be given a percentage increase that may match, but not exceed, the increases represented in Article 8, Section C, pursuant to the terms herein.
- 2) ADVANCEMENT FOR CONTINUOUS SERVICE
 - a) The Human Resources Administrator/Personnel Officer will grant and approve Salary Step Increases for employees with a satisfactory performance valuation. Step increases will be based on a satisfactory performance review with a minimum rating of 2.5. The review will be completed within 60 days of the employee's anniversary, or the review will be deemed satisfactory. Salary step increases will be implemented on July 1 of each year, to begin on July 1, 2022.

3) PAY PRACTICES, PROMOTIONS, DEMOTIONS AND TRANSFERS

- a) Employees promoted to a higher classification level shall be placed in the new range at their current step. Any promotions shall be determined by appropriate Department policy, and at the sole discretion of the Chief of Police and the City Manager.

4) ASSIGNMENT DIFFERENTIAL PAY

- a) Assignment Differential Pay (ADP) is temporary monetary compensation to be paid to employees in the following categories and at the listed percentage rates of the employee's wages (hourly base wages) for actual time worked within a designated assignment.
- b) Assignment Differential Pay assignments are not promotional and therefore no property rights exist. Additionally, employees shall only be paid assignment differential pay for the duration of their assignment.
- c) Field Training Officer (FTO) Pay
 - i) Employees are eligible to receive FTO pay when all of the following conditions are met:
 - ii) The employee assigned as FTO must be certified by the Chief of Police to have met formally established standards for FTO, and:
 - iii) The Chief has formally established FTO standards which the employee receiving training must meet during the training period; and,
 - iv) The employee has been assigned by the Chief or his/her designee to serve as FTO for a particular employee and is actually performing FTO duties.
 - v) Those employees assigned in writing by the Chief as FTO who are eligible for FTO training officer pay will be compensated an additional two dollars (\$2.00) per hour for each eligible hour.
 - vi) This section shall not be interpreted to restrict the Chief's authority to make any training assignment for which compensation is not required by this section.
- d) Canine (K-9) Officer Pay
 - i) Employees assigned by the Chief of Police to K-9 Handler duty shall receive an additional four (4) hours per week in compensation. This compensation recognizes the time spent by a K-9 Handler at home in the care of grooming and feeding of his/her assigned police dog and shall be considered as hours worked.

ARTICLE 10
PEACE OFFICER TRAINING

- 1) The CITY shall provide and mandate that officers attend the training necessary to comply with Nevada Administrative Code 289.230, training standards for maintaining peace officer certification. Employees attending mandatory training pursuant to Nevada Administrative Code 289.230 shall be fully compensated for the training time.
- 2) The CITY shall provide, to the degree possible, counseling, training and professional development opportunities and assistance to employees in choosing, preparing, entering and progressing in agency job assignments and job specialties as well as individual professional growth opportunities that will promote production, efficiency and effectiveness in job performance and improve the overall level of job satisfaction.

ARTICLE 11
MEDICAL EXAMINATIONS

- 1) The CITY will provide and pay for annual medical examinations required by NRS, provided that the employee is examined by the medical provider chosen by the CITY.
- 2) The CITY shall provide and pay for hepatitis "B" testing, and vaccines for tuberculosis, tetanus, and hepatitis, or any other testing or vaccines required by law.
- 3) PHYSICAL FITNESS TEST
 - a) The City shall offer the Nevada P.O.S.T. Physical Fitness Test (PPFT) annually for non-probationary employees.
 - b) The employee shall be eligible to receive a single payment of two hundred and fifty dollars (\$250.00) annually upon successful completion of the Nevada POST PPFT minimum standards.

ARTICLE 12
HOLIDAYS AND HOLIDAY PAY

- 1) The following days are declared Holidays:
- 2) New Year's Day – January 1
- 3) Martin Luther King Jr.'s Birthday – Third Monday in January
- 4) President's Day – Third Monday in February
- 5) Memorial Day – Last Monday in May
- 6) Independence Day – July 4
- 7) Labor Day – First Monday in September
- 8) Nevada Day – Last Friday in October
- 9) Veteran's Day – November 11
- 10) Thanksgiving Day – Fourth Thursday in November
- 11) Family Day – Friday following the fourth Thursday in November
- 12) Christmas Eve - December 24
- 13) Christmas Day – December 25

Any day declared a legal holiday by the Governor of Nevada or the President of the United States will be observed in accordance with the presidential proclamation.

- 2) Holiday pay is at the employee's normal rate of pay for the employee's normal work shift for pay period, (i.e. 8-10-12 hour shift) whether or not the employee is scheduled to work on the holiday. The City will observe a holiday on the actual day of the week the holiday falls.
- 3) All employees shall be paid holiday pay for each declared holiday equal to the regular rate of pay for that employee's normal shift. In addition to the foregoing amounts required to be paid; employees who are scheduled to work a declared holiday shall be paid 1.5 times their regular rate for hours worked on the holiday; and, employees who are working in overtime status during a declared holiday shall be paid 2 times their regular rate for hours worked on the holiday.

ARTICLE 13

GRIEVANCES AND ARBITRATION PROCEDURE

1) GENERAL

- a) A grievance is defined as a complaint or dispute of an employee or the Union on behalf of the employee(s) regarding interpretation and application of this agreement.
- b) The procedures set forth in this Article shall be the exclusive remedy for any dispute or complaint defined above.
- c) The term "working days" is based upon a five (5) day work week, beginning on Monday and ending on Friday.
- d) Grievances not moved to the next step within the established time limits will be deemed settled according to the decision rendered in the last step processed. Time limits may be extended or waived by mutual written agreement.
- e) The employee shall have ten (10) working days in which to initiate a grievance, at any level, counting from the date the employee should have reasonably known about the circumstances giving rise to the grievance.
- f) At each step of the grievance procedure, the CITY shall have up to ten (10) working days to respond to the employee, and the employee shall have up to ten (10) working days from the date of the CITY'S response in which to submit the grievance to the next step.
- g) A grievance may be advanced to any step in this procedure by mutual written agreement.

2) INFORMAL PROCEDURE

- a) Prior to submitting a written grievance, the employee may discuss the circumstances with his/her immediate supervisor. The employee may bring a Union Representative to any and/or all meetings.

3) FORMAL PROCEDURE

- a) Step 1: If the issue is not satisfactorily resolved, the employee may submit the issue to the Chief of Police.
- b) Step 2: If the Chief of Police denies the grievance, the grievant may submit the grievance to the City Manager, specifying why the Chief of Police's response was not acceptable.

- c) Step 3: If the City Manager and the UNION or grievant cannot reach a satisfactory resolution, the UNION or the grievant has the right to submit the grievance to the City Council at the next possible regular City Council meeting. The City Council must render an offer of compromise, grant the grievance, or deny the grievance. Grievances under Article 6 Section 3 are exempt from this section "C" and shall proceed to Step 4 "D" herein.
 - d) Step 4: If the UNION or the grievant is not satisfied with the decision of the City Council, the UNION has the right to submit the grievance to arbitration, as outlined below.
- 4) ARBITRATION PROCEDURE
- a) Step 1:
 - i) Upon receipt of notification of request for arbitration, the CITY and the UNION will attempt to select an arbiter mutually agreed upon.
 - b) Step 2:
 - i) If the CITY and the UNION cannot agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to provide the names of seven (7) arbiters experienced in the area to be arbitrated.
 - c) Step 3:
 - i) One arbiter shall be selected by alternately striking names from the list. The UNION shall strike first. The grievance shall be submitted to the last remaining arbiter.
 - d) Step 4:
 - i) Arbitration shall be under the rules of the Federal Mediation and Conciliation Service. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement and department rules and regulations and shall confine his decision to a determination of the facts and an interpretation and application of this agreement. The arbiter shall render a decision within thirty (30) days from conclusion of the hearing.
 - e) Award:
 - i) The arbitrator's decision shall be binding on the UNION, and its members, the employee or employees involved, and the CITY.
 - f) Costs and Fees of Arbitration:
 - i) Each party shall pay for the costs it incurs for witnesses, professional services, and preparation of briefs and data it presents to the arbitrator.
 - ii) The arbiter's fees and expenses, the cost of any hearing room and the cost of a court reporter and of the original transcript shall be borne by the losing party, as specified by the arbiter.

ARTICLE 14

INSURANCE

1) LIFE INSURANCE

- a) The CITY shall provide a minimum of ten-thousand dollars (\$10,000) of life insurance with double indemnity for accidental death of the employee.

2) LIABILITY INSURANCE

- a) The CITY shall provide liability insurance for each bargaining unit member while in the performance of official and lawful duties. The CITY shall provide at its expense, legal counsel to defend a bargaining unit member who is sued for incidents occurring during the performance of official and lawful duties
- 3) HEALTH INSURANCE
 - a) The CITY shall pay one hundred percent (100%) of the insurance premium for members of the bargaining unit. The bargaining unit member will have the option of paying the premium for eligible family members.
- 4) INSURANCE ADVISORY COMMITTEE
 - a) The CITY may form an Insurance Advisory Committee composed of an employee from each department who is selected by the CITY, a City Council member, and one member of the bargaining unit. The committee will review insurance programs, premiums, and benefits. The Committee shall provide the City Council with findings and recommendations. Such recommendations are not binding on the City Council.

ARTICLE 15

CLOTHING/UNIFORM AND EQUIPMENT

- 1) CLOTHING ALLOWANCE
 - a) All non-probationary officers shall receive an annual clothing and equipment allowance of One Thousand and Two Hundred Dollars (\$1,200.00), which shall be paid at six-hundred dollars (\$600.00) on the second payday in July and the second payday in January.
 - b) Probationary employees shall receive their first uniform clothing and equipment allowance on the first designated pay period after their hire date. At the time of the issuance of the first uniform and equipment allowance check to the employee, the \$600 allowance will be pro-rated based upon number of full months of service, \$100 for each full month of full-time service.
 - c) Upon completion of each sixty (60) months of full-time continuous service, the City shall re-imburse an officer up to \$450 for the replacement of a bullet resistant vest upon the receipt of proof of vest purchase.
- 2) INITIAL UNIFORM ISSUANCE
 - a) The City shall provide officers with:
 - i) one (1) duty handgun,
 - ii) three (3) duty handgun magazines,
 - iii) duty ammunition for provided duty handgun and magazines,
 - iv) one (1) handheld police department radio with external microphone,
 - v) one (1) electronic control device,
 - vi) one (1) baton,
 - vii) two (2) handcuffs,
 - viii) one (1) OC spray,
 - ix) one (1) body camera,

- x) one (1) hi-visibility/reflective traffic vest,
- xi) departmental keys, and
- xii) any other equipment deemed necessary by the Chief of Police.
- xiii) a one (1) time payment of up to \$450 for the initial purchase of a bullet resistant vest for each officer
- b) In the event that department-issued equipment becomes inoperable due to damage or excessive wear, the City shall reissue items listed under Section 2 (A) of Article 15.
- c) If an Officer chooses to use a personally owned firearms, or other personally owned equipment, in the performance of his/her duties, that firearm shall meet all requirements set forth by the City for such personal duty firearm and may only be used with the written approval of the Chief of Police. If an officer does use a personal firearm, then any City issued duty firearms shall be returned to the city. The officer is responsible for all expenses related to the use of a personally owned duty weapon.
- 3) OTHER ISSUED EQUIPMENT
 - a) The City shall furnish one (1) shotgun and one (1) patrol rifle per patrol vehicle.
- 4) PERSONAL PROPERTY REPLACEMENT OR REPAIR
 - a) The CITY shall provide for the reasonable and customary cost of replacing or repairing, or shall replace or repair, an employee's prescription glasses, contact lenses, watches, and approved weapons damaged in the performance of duty up to five hundred dollars (\$500) per fiscal year.
 - b) The Chief of Police must certify these requests as work related damage, and appropriate receipts must be attached, prior to submission for reimbursement by the Finance Department.
 - c) If the employee receives other compensation for the loss either from restitution or third party insurance, this must be paid to the CITY if the employee has already been reimbursed under provisions of this policy.
 - d) The CITY shall pay the replacing or repairing cost within fourteen (14) calendar days after the property damaging incident. The Chief of Police shall review the incident prior to approval. The CITY will only cover actual expenses incurred by the employee after submitting an insurance claim for those items covered by insurance.
 - e) Should the replacement cost run over the allowable \$500, the incident shall be reviewed by the City Manager and City Council, and if approved by the City Council, replacement and/or repair of said personal property may exceed the \$500.

ARTICLE 16

LAYOFF PROCEDURES

- 1) REASONS FOR LAYOFF
 - a) The CITY may lay off employees because of lack of work, lack of funds, material change in duties or organization, or in the interests of economy, efficiency, or for other appropriate causes, as determined by the CITY.

2) ALTERNATIVES TO LAYOFF

- a) Whenever a layoff is anticipated, the CITY will notify employees whose jobs may be affected of the situation and explain available options to them. The CITY will make reasonable efforts to integrate affected employees into other available positions. The CITY may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay.

3) ORDER OF LAYOFF

- a) The order of layoff among positions in the same class within a department shall be: casual workers first; then probationary employees; then all other employees. In deciding which employees shall be laid off and which shall be retained, the CITY shall consider job related factors such as job knowledge, skill, and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the layoff; attendance, safety, disciplinary records, and performance evaluations while with the CITY; and efficiency of operations. Where two employees are equally qualified based on the application of these factors, the CITY shall retain the employee with the most time serviced since the current hire date.

4) LAYOFF NOTICE

- a) The Chief of Police shall provide each affected employee with a written notice of layoff. Such written notice of the layoff shall either be delivered in person or mailed to the employees' last known address. If practical, the layoff notice shall be delivered or mailed at least fourteen (14) calendar days prior to the date of layoff.

5) REINSTATEMENT

- a) Persons who have been laid off shall be placed on a reinstatement list within the department from which the layoff occurred. When a vacancy occurs, the Chief of Police shall fill the vacancy using the reinstatement list and may base his decision on seniority at the time of layoff.

6) FAILURE TO RESPOND

- a) Failure to respond or report to work within ten (10) calendar days from the date a notice of recall is sent by the CITY will result in a withdrawal of the offer and the next person on the reinstatement list being recalled.

7) DURATION OF REINSTATEMENT LIST

- a) The names of persons laid off shall be maintained on a reinstatement list for one (1) year from the date of layoff. Persons on this list who are hired in positions in the same class from which they were laid off shall, upon such hire, be removed from the reinstatement list. An employee who refuses reinstatement to the same position from which the layoff occurred shall be removed from the reinstatement list. Persons reinstated to a position in a lower class from which they were laid off or called to work as a casual worker shall remain on the reinstatement list for the designated period of time the reinstatement list is active.

ARTICLE 17
ASSOCIATION AFFAIRS

- 1) The CITY shall provide a bulletin board in a location agreeable to both the UNION and the CITY. The UNION may use the bulletin board to post notices or announcements regarding the business activities of the UNION. The UNION agrees that it will not post any material, which is political or disparages the CITY or any CITY official, or employee of the CITY. All notices and announcements shall be complying with applicable federal and Nevada state laws regarding illegal discrimination and/or harassment.

ARTICLE 18
PAYROLL DEDUCTION OF DUES

- 1) The CITY agrees to deduct from the wages of each UNION member the sum certified as bi-weekly UNION dues and deposit such deductions to the UNION trust fund no later than five (5) days after the end of the pay period. All payroll deductions for dues shall only be made in accordance with a voluntary deduction authorization form individually executed by the employee for whom the deduction will be made.
- 2) The UNION member identified as agreeing to UNION dues payroll deduction shall continue to have dues deducted unless the UNION members subsequently requests in writing to cancel dues deduction. Union members may request union dues to be revoked with written notice not less than ten (10) days and not more than twenty days (20) before the end of the 12-month period from the members authorized application of membership

ARTICLE 19
POLICE OFFICERS BILL OF RIGHTS

- 1) The provisions of Chapter 289 of the Nevada Revised Statutes, the Police Officer Bill of Rights, shall cover all officers. They shall be subject to the protections and conditions of those rights as they now exist and as they may change from time to time.

ARTICLE 20
DURATION OF AGREEMENT

- 1) This agreement shall be considered in effect as of July 1, 2021 following the ratification by the CITY and union, and shall remain in full force and effect through June 30, 2023. The provisions of this agreement shall remain in effect until the parties execute a new agreement.
- 2) In the event a fiscal emergency, as authorized by NRS 288.150(2) (w), the City is permitted to reopen the agreement during its term for negotiation. In order to declare a fiscal emergency under this Article the following must occur:

- 3) Estimated future fiscal year general revenues for the City, as provided by the Nevada Department of Taxation in their Preliminary and/or Final Local Government Revenue Projections reports results in a reduction of 10% or greater from the current fiscal year general revenues estimate.
- 4) Actual current fiscal year general revenues for the City reach a shortfall condition of 10% or more from the Final Revenue Projections for the current fiscal year as provided by the Nevada Department of Taxation

ARTICLE 21

SAVINGS CLAUSE

- 1) If any article or section of this agreement shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by any such tribunal, the remainder of this agreement shall not be affected. The parties of agreement thereby shall immediately enter into collective negotiations for the purpose of arriving at a mutually satisfactory replacement for any such article or section affected.

ARTICLE 22

PEACEFUL PERFORMANCE

1) PROHIBITIONS

- a) The parties to this Agreement recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and welfare of the residents of the City of Carlin. The membership agrees that under no circumstances will they recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing in connection with a labor dispute (hereinafter collectively referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production or interfere with any operation of the City. In the event of any such work-stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any disputes which may have given rise to such work-stoppage until said work-stoppage has ceased.

2) RESPONSIBILITIES OF MEMBERSHIP

- a) In the event of any work-stoppage, during the term of this Agreement, whether by the Union or by any member of the bargaining unit, the Membership by itself, shall immediately declare in writing and publicize that such work-stoppage is in violation of law and this Agreement and is unauthorized, and shall further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. In the event of any work stoppage the Membership promptly and in good faith performs the obligations of this paragraph, and providing the Membership nor the Union had not otherwise authorized, permitted or encouraged such work-stoppage, the Membership nor the Union, shall not be liable for any damages caused by the violation of

this provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 23
FULL UNDERSTANDING, MODIFICATION AND WAIVER

1) FULL UNDERSTANDING

- a) It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten regarding such matters are hereby superseded or terminated in their entirety.

2) NO INTERIM BARGAINING

- a) It is agreed and understood that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counterproposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

3) MODIFICATION

- a) Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Carlin City Counsel.

b) WAIVER

- i) The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24
RATIFICATION BY CITY AND MEMBERSHIP

IN WITNESS WHEREOF, the City of Carlin and the Union have caused this Agreement to be duly executed by their authorized representatives on this 14TH day of JULY, 2021.

CITY

Dana Holbrook
Dana Holbrook, Mayor

Madison Mahon
Madison Mahon, City Manager

Operating Engineers Local Union # 3

Dan Redding
Dan Redding, Business Manager

Bruce Noel
Bruce Noel,
Recording-Corresponding Secretary

Tim Neep
Tim Neep, Director of Public Employees

Phillip Herring
Phillip Herring, Sr. Business Representative

Keagan Baty
Keagan Baty, Committee member

APPENDIX A

City of Carlin PD pay Scale 2021/2022

	step	step	step	step	step	step	step	step	step	step	step	step	step
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
15	14.93	15.23	15.50	15.84	16.32	16.81	17.31	17.83	18.36	18.92	19.48	20.07	20.67
19	15.15	15.46	15.77	16.08	16.56	17.06	17.57	18.10	18.64	19.20	19.78	20.37	20.98
21	18.75	19.12	19.51	19.90	20.49	21.11	21.74	22.39	23.07	23.76	24.47	25.21	25.96
23	24.48	24.97	25.47	25.98	26.76	27.56	28.38	29.24	30.11	31.02	31.95	32.91	33.89
	step	step	step	step	step	step	step	step	step	step	step		
Grade	14	15	16	17	18	19	20	21	22	23	24		
15	21.29	21.93	22.59	23.49	24.43	25.41	26.42	27.48	28.58	29.72	30.91		
19	21.61	22.26	22.93	23.85	24.80	25.79	26.82	27.90	29.01	30.17	31.38		
21	26.74	27.54	28.37	29.50	30.68	31.91	33.19	34.51	35.90	37.33	38.82		
23	34.91	35.96	37.04	38.52	40.06	41.66	43.33	45.06	46.86	48.74	50.69		

City of Carlin PD pay Scale 2022/2023 1% wage increase

	step	step	step	step	step	step	step	step	step	step	step	step	step
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
15	15.11	15.38	15.66	16.00	16.48	16.98	17.48	18.01	18.54	19.11	19.67	20.27	20.88
19	15.30	15.61	15.93	16.24	16.73	17.23	17.75	18.28	18.83	19.39	19.98	20.57	21.90
21	18.94	19.31	19.70	20.10	20.69	21.32	21.96	22.61	23.30	24.00	24.71	25.46	26.22
23	24.72	25.22	25.72	26.24	27.03	27.84	28.66	29.53	30.41	31.33	32.27	33.23	34.23
	step	step	step	step	step	step	step	step	step	step	step		
Grade	14	15	16	17	18	19	20	21	22	23	24		
15	21.50	22.15	22.82	23.72	24.67	25.65	26.68	27.75	28.87	30.02	31.22		
19	21.83	22.48	23.16	24.09	25.05	26.05	27.09	28.18	29.30	30.47	31.69		
21	27.01	27.82	28.65	29.80	30.99	32.23	33.52	34.86	36.26	37.70	39.21		
23	35.26	36.32	37.41	38.91	40.46	42.08	43.76	45.51	47.33	49.23	51.20		