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Collective Bargaining Agreement (Between Carson City & Carson City
Sheriff's Supervisory Association) on behalf of Carson City Sheriff's Sergeants

Title of Document (required)

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____ Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

____ Judgment – NRS 17.150(4)

____ Military Discharge- NRS 419.020(2)

Signature

Printed Name

COLLECTIVE BARGAINING AGREEMENT

between

CARSON CITY

and the

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

(Effective from July 1, 2023, through June 30, 2028)

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ARTICLE 1. PREAMBLE

This collective bargaining agreement ("Agreement") is entered into by and between Carson City, Nevada ("City" or "Employer"), a consolidated municipality and political subdivision of the State of Nevada and the Carson City Sheriff's Supervisory Association ("Association"), on behalf of the Carson City Sheriff's Sergeants, (referred to individually as "Employee" and collectively as "Employees"), each of which may be hereinafter referred to individually as "Party" or collectively as "Parties".

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 dispute, misunderstanding, or differences which may arise between the Parties.

All Employees shall: (1) perform loyal and efficient work and services; (2) use their influence and best efforts to protect the properties of the City and its service to the public; and (3) 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 applicable state or federal law and regulations thereof.

ARTICLE 2. RECOGNITION

A. The Association is recognized as the sole and exclusive bargaining representatives for Employees.

B. The term "Employees" herein includes the following job title which shall also be referred to as the "Classification":

4035 Sergeant

C. Classifications excluded from the unit include deputy sheriffs, lieutenants/captains, and all appointed personnel as provided for by Nevada state law and the Carson City Charter and Municipal Code.

ARTICLE 3. NO STRIKES AND LOCKOUTS

A. The Association shall 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 shall also use reasonable efforts to induce all Employees covered by this Agreement to comply with this pledge.

B. The City shall not lock out any Employees as the result of a labor dispute with the Association.

ARTICLE 4. RIGHTS OF MANAGEMENT

A. In accordance with NRS Chapter 288, which governs relations between governments and public employees in Nevada, and pursuant to NRS 288.150, the City as the local

government employer 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 layoff any Employee because of lack of work or lack of funds, subject to Article 29.
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; and
 - d. The means and methods of offering those services.
4. Safety of the public.

ARTICLE 5. ASSOCIATION RIGHTS

A. Employees shall have the right to form, organize, join, and administer an employee organization and to designate their representatives for purposes of collective bargaining. The City shall not restrain, coerce, discriminate against, or otherwise interfere with an Employee in the exercise of these rights.

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

C. At least annually, the Association will designate no more than four (4) employee representatives of the Association. This designation must be in writing and must be transmitted to the Sheriff and City's Human Resources Director no later than July 31st of each year and within 30 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 Employee representative's regular working hours, except when the Employee representative is authorized to perform representational duties during his or her regular working hours as provided for in Sections I, J, K, and L of this Article. The City may also grant special permission to conduct certain Association business during working hours if such activity does not interfere with or disrupt normal business of the department. The Association may use City buildings for its meetings if such use does not interfere with or disrupt the City's operations. The Association must contact the appropriate department director or elected official who has

control or authority over the building which the Association seeks to use for an Association meeting and request the use of the building's facilities not less than 48 hours in advance of the meeting. Unless the facility is unavailable, the department director or elected official shall not unreasonably withhold consent to use a City building or facility for an Association meeting.

D. Designated Employee representatives may make and receive telephone calls and electronic mail (e-mail) messages concerning Association business during City business hours only if such activity does not interfere with or disrupt the normal business of the department. Association business or communication may not, under any circumstance, be conducted over the department's radio, dispatch, or mobile communication systems.

E. The City shall not interfere with or discriminate with respect to any term or condition of employment against any Employee because of his or her membership in the Association or his or her participation in any legitimate activity pursuant to this Agreement. The City will not encourage membership in any other employee bargaining organization.

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

G. The provisions of the Agreement must 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 federal, state, or local law or regulation, whenever a collective bargaining unit Employee is on duty, he or she shall not engage in or be coerced to engage in any prohibited political activity.

I. Up to four (4) Employee representatives of the Association who are designated by the Association as members of the Association's negotiating team may attend negotiation meetings with the City on duty time with pay if the negotiating meeting occurs during the Employee representative's regular work hours.

J. Up to two (2) designated Employee representatives of the Association may attend disciplinary meetings of an Employee who is facing possible discipline by the City if the Employee is not otherwise represented. It is the responsibility of the Employee to arrange for such representation. The Employee representative and the Employee who is facing possible discipline may attend such meetings while on duty time if the meeting occurs during the Employee representative's and the Employee's regular work hours.

K. Up to two (2) Employee representatives of the Association may attend grievance meetings with the City, including Sheriff's Administration concerning an Employee who submitted a grievance pursuant to this Agreement ("Employee Grievant"). It is the responsibility of the Employee Grievant to arrange for such representation. The Employee representative and the Employee Grievant may attend such meetings on duty time if the

meeting occurs during the Employee representative's and the Employee Grievant's regular work hours.

L. An Employee who is a member of the Association's Executive Board ("Board Member") is entitled to collectively use up to 500 hours of paid administrative leave for Association business during any calendar year.

1. An Employee may donate up to ten (10) hours of annual leave per year to a time bank that may be used, hour for hour, by Board Members for Association business.

2. A Board Member may utilize such banked time to participate in any of the Association duties defined as:

- a. The investigation of an Employee's grievance or potential grievance;
- b. Representation of an Employee Grievant at any step of the grievance process established herein;
- c. Consultation with any representatives of the Association on matters involving the Association's relationship with the City;
- d. Attending City functions/meetings, which have a direct impact on the Association; and
- e. Attending Association related training which pertains to collective bargaining, Employee representation, political action, Association leadership, internal affairs, or any other training designated by the Association President.

3. The Board Member shall notify the Association President, who will request leave from the Board Member's immediate supervisor, each time the Board Member requires relief from duty to conduct appropriate Association business. The supervisor may authorize such requested relief unless operational demands prevent relief. A supervisor shall not unreasonably withhold permission from a Board Member for appropriate use of time for Association business. A Board Member shall not abuse the use of time for Association business.

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 Sheriff's Department operations. The Association must comply with all provisions of the City's written e-mail policy when using the City's e-mail system.

ARTICLE 6. COMPENSATION AND WORKDAY

A. Effective July 1, 2023, a new pay step salary schedule is established, as set forth in Appendix A, incorporated herein and made a part of this Agreement. On July 1, 2023,

Employees will be placed in the pay step next to their employee number as set forth in Appendix A.

On July 1, 2024, each Employee will move from his or her current step to the next step if the Employee received a "meets expectations" or better performance review between July 1, 2023, and June 30, 2024.

B. Pay rates established in this Article and illustrated in Appendix A are subject to Employee salary reductions pursuant to Article 26 (Retirement) for the Nevada Public Employee Retirement System (Nevada PERS) contribution increases for the Police and Firefighter's Retirement Fund.

C. **ANNUAL PERFORMANCE EVALUATION:** Employees hired or promoted after December 31st of each year will not receive a performance evaluation or merit increase until he or she has worked an entire fiscal year. For example, if an Employee is hired on January 1, 2024, the Employee will receive his or her first annual performance evaluation and merit increase, if applicable, on July 1, 2025.

Employees hired or promoted on or between July 1st and December 31st each year will receive an annual performance evaluation on July 1st of the following year and each July 1st thereafter. A copy of the performance evaluation will be placed in the Employee's personnel file in the City's Human Resources Department.

D. **MERITS:** An Employee shall receive a merit increase in increments of one step each year on July 1st if the Employee receives a "meets expectations", "standard", "acceptable" or better performance evaluation.

The performance evaluation may be used when considering any employment action. Performance evaluations are subject to a rebuttal statement and are subject to the grievance process.

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

E. **COST OF LIVING ADJUSTMENT (COLA):** A cost of living adjustment will be made to each Employee's base rate of pay beginning on July 1, 2024, and each July 1st thereafter. Cost of living adjustments will be as follows:

1. Effective July 1, 2023 (FY 2024), Employees will not receive a cost of living increase. See Appendix A.

2. Effective July 1, 2024 (FY 2025), Employees will receive a 2% cost of living increase. See Appendix A.

3. Effective July 1, 2025 (FY 2026), Employees will receive a 2% cost of living increase. See Appendix A.

4. Effective July 1, 2026 (FY 2027), Employees will receive a 2% cost of living increase. See Appendix A.

5. Effective July 1, 2027 (FY 2028), Employees will receive a 2.5% cost of living increase. See Appendix A.

F. REHIRE: Whenever a former Sergeant is rehired as an Employee within a three-year period, his or her rate will be established at the discretion of the Sheriff, but at a rate not less than the Employee's base rate of pay at the time of separation. If a former Sergeant is rehired after a three-year absence, the Employee's base rate of pay will be established at Step 1.

G. PROBATION: Employees promoted to a Sergeant position or Employees hired or rehired into a Sergeant position shall be considered on probation for a period of twelve (12) months from the date the Employee begins working in the position, during which time the Sheriff will have the right to demote the Employee at his or her sole discretion.

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

H. POSITION RECLASSIFICATION: If a position is reclassified to a lower class through no fault of the Employee, the Employee shall continue to be paid at his or her base rate of pay until such time as the base rate of pay which the Employee was making prior to the reclassification is within the range of pay for the position. Retention of the Employee's base rate of pay following the reclassification will only be allowed under the following conditions:

1. The Employee has a "meets expectations", "standard", "acceptable" or better performance review during the preceding year serving as a Sergeant; and

2. The reclassification is a result of a legitimate business reason over which the Employee has no control.

I. WORKDAY: Except as provided herein, the preferred workday, e.g. shift for all Employees covered by this Agreement, shall be ten (10) hours. However, if there is insufficient staffing to cover a ten (10) hour workday schedule, the Sheriff may require Employees to work a nine (9) hour workday until adequate staffing levels are restored. Additionally, if the Board of Supervisors declares a state of emergency, the Sheriff may require Employees to work a twelve (12) hour workday. The Sheriff may impose alternative workdays (9 hour or 12 hour) for ninety (90) consecutive calendar days which can be extended for an additional ninety (90) calendar days with the mutual agreement of the Sheriff and the Association.

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

2. At the request of either Party, on or about November 1st and April 1st of each year, the Parties shall meet and review the effectiveness of the workday and schedules utilized and, if necessary, renegotiate the length of the workday.

ARTICLE 7. SPECIAL SALARY ADJUSTMENTS

A. The City Manager may approve requests from the Sheriff for special salary adjustments in order to:

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

2. Give a five percent (5%) increase to base pay for recognition to Employees carrying responsibility beyond those required for the class as a whole. Such responsibilities would be supervising other employees in the same class or working under less supervision than is typical of the class.

ARTICLE 8. PHYSICAL/MENTAL EXAMINATIONS

A. Employer shall pay for physical examinations of Employees required by Nevada Revised Statute (NRS) Chapter 617. Such examinations shall be performed by the Employer's physician.

B. Employer shall also provide an annual hearing test by a qualified person for each Employee.

C. Employees may request mileage reimbursement for travel to and from physical examination appointments under Employer's Vehicle Use policy.

D. Employees are entitled to overtime pay for attending physical examinations as follows:

1. For blood draws, Employees will receive overtime for either 30 minutes or the actual time spent, whichever is greater; and

2. For physical examinations parts A and B combined, Employees will receive overtime for either two (2) hours or their actual time spent, whichever is greater.

3. For mental health wellness visits as required by NRS 289.510, Employees will receive overtime for either two (2) hours or their actual time spent, whichever is greater.

ARTICLE 9. OVERTIME, TRAVEL TIME, AND CALL-BACK

A. **OVERTIME DEFINED:** Overtime is defined as any hours worked in excess of the regularly scheduled workday (ten (10) hours, or other shift pursuant to Article 6 - Compensation and Workday) of this Agreement or forty (40) hours in any City scheduled pay period. Overtime must be approved by the Employee's supervisor before it can be worked. The seven (7) day pay period is defined as Friday 12:00 a.m. through Thursday 11:59 p.m. The following paid time off shall be considered time worked for overtime purposes: holidays, annual leave, sick leave, and compensatory time off. Overtime will

not accrue for any travel time between the Employee's residence and the Sheriff's Department unless specifically allowed in a different Article.

B. OVERTIME COMPENSATION RATE: Overtime shall be compensated at the rate of time and one-half of the base rate of pay 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 work week may be converted into 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, the Employee may not be directed to reduce work hours in order to maintain a constant level of earning 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 1st and December 1st up to a maximum of 120 hours in any one fiscal year. To elect a payment, the Employee must submit to management, only during the months of June and/or November of each fiscal year, a request in writing for payment of a specific number of accrued compensatory hours.

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

E. CALL-BACK PAY: The City will pay call-back pay in place of overtime pay in accordance with the Official Policies of Nevada PERS. Whenever an Employee is called back to work by his or her supervisor and the time qualifies as call-back pay in accordance with Nevada PERS, he or she shall be credited with a minimum of two (2) hours worked at the rate of time and one-half (1.5) the Employee's base rate of pay which will be reported to Nevada PERS as call-back pay if the Employee elects not to receive compensatory time.

F. PHONE CALLS AT HOME: In the event an Employee takes a call during non-working hours and the Employee performs any required task at home or by telephone, the Employee will receive call-back pay or overtime pay, depending upon the Nevada PERS regulations, for a minimum of one-half (0.5) 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 of pay. If the Employee receives more than one phone call within the same thirty (30) minute period of time, all calls shall be deemed one call and the Employee will be compensated for only that one thirty (30) minute period of time.

ARTICLE 10. HOLIDAYS

A. The following are paid holidays for Employees in Carson City:

- New Year's Day
- Martin Luther King
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Family Day
- Christmas Day

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

B. If a holiday falls during an Employee's leave it shall not be charged as leave.

C. **HOLIDAY PAY:** Pay for holidays will be as follows:

1. An Employee shall be paid twice his or her base rate of pay for the actual number of hours worked that coincide with the designated City holiday. The holiday rate of pay begins on the graveyard shift the day before the designated City holiday. Holiday pay may be granted in cash or in compensatory time off to be taken off with supervisory approval. An Employee not scheduled to work on a designated City holiday will receive holiday time equal to a regularly scheduled shift in accordance with Article 6.

2. An Employee who is required to work on a holiday on his or her regularly scheduled day off or before or after his or her regularly scheduled workday will be compensated at two and one-half (2.5) times his or her base rate of pay for all hours worked during the holiday.

3. For purposes of this Article, holiday hours for day shift and swing shift are those hours included in the 24-hour period starting at midnight of the designated holiday and ending at midnight the following day. For example, the 4th of July holiday begins at 12:00 a.m. on July 4th and ends at 12:00 a.m. on July 5th.

4. For purposes of this Article, holiday hours for graveyard shift are those hours included in the 24-hour period starting at the beginning of the regularly scheduled start

time for the graveyard shift the following day. For example, the 4th of July holiday begins at 9:00 p.m. on July 3rd and ends at 9:00 p.m. on July 4th.

ARTICLE 11. ANNUAL LEAVE

A. **SCHEDULE:** A new Employee may earn but is not entitled to take annual leave until he or she has completed six months of continuous service with the Sheriff's Office. An Employee will be granted annual leave benefits as follows:

<u>Time in Service</u>	<u>Accrual Rate</u>
From 0-12 months	6 hours per month
From 13-24 months	8 hours per month
From 25-60 months	10 hours per month
61 months or more	14 hours per month
Maximum Accrual:	300 hours

This schedule is based on continuous employment.

B. **ACCRUED ANNUAL LEAVE IN EXCESS OF MAXIMUM:** Except as provided below any annual leave in excess of three hundred (300) 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 three hundred (300) hours is accumulated or the amount of annual leave in excess of three hundred (300) hours shall be forfeited.

If previously approved and 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 three hundred (300) hour maximum. 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 or her accrued leave to the normal three hundred (300) hour maximum.

C. **TERMINATION:** A person about to resign or about to retire under the provisions of Nevada PERS, or who is to be laid off without fault on his or her part who has earned annual leave may be granted annual leave for the time so earned not to exceed a period of thirty working days. Such annual leave must be taken prior to the effective date of any such resignation or retirement or layoff, or in lieu of such annual leave, the Employee may be granted a lump sum payment for annual leave time accrued to his or her credit. However, Employees shall not be paid for accumulated annual leave upon termination of his or her service unless he or she has been employed six months or more. An Employee nearing retirement will be required to provide the City at least thirty (30) days' notice in order to allow the City sufficient lead time in hiring a successor.

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

ARTICLE 12. 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 one thousand eighty (1080) hours for purposes of compensation upon termination due to death or retirement from service of those Employees having ten (10) years or more of continuous service with the City and in Nevada PERS.

B. COMPENSATION FOR UNUSED SICK LEAVE:

1. Employees, upon death or Nevada PERS 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:

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

2. In addition to the compensation for unused sick leave described in this Article, an Employee who is eligible to purchase service credits under Nevada PERS and applicable law, may at his or her option, convert unused sick leave into service credit under Nevada PERS at the rate of one hour of service credit for one hour of sick leave, subject to the following conditions and limitations:

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

b. The 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. An Employee who desires to convert unused accrued sick leave into retirement service credits must submit a written request, on a form approved by the City, to the Sheriff and City Manager on or before December 1st of each year. If the Employee meets all the conditions set forth in this Section, the City must deduct the designated

amount of sick leave from the Employee's account and proceed to purchase retirement service credits from Nevada PERS in an amount equal to the number of hours elected to be converted by the Employee.

d. Upon retirement under Nevada PERS while employed by the City, an Employee may elect in writing to convert his or her unused accrued sick leave into retirement service credits up to a maximum of six hundred eighty (680) hours.

C. FAMILY MEDICAL LEAVE: An Employee may be eligible for Family Medical Leave Act (FMLA) leave subject to the provisions of City policy and federal law to a maximum of twelve (12) weeks or four-hundred eighty (480) hours in any twelve (12) month period. Employees may use accrued sick leave prior to requesting to be placed on FMLA leave. Use of accrued sick leave due to a qualifying FMLA event as evidenced by supporting medical documentation from a physician shall not penalize an Employee.

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

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

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

G. WORKERS' COMPENSATION: Absence due to injury incurred in the course of employment shall not be charged against an Employee's sick leave for a period not to exceed ninety (90) calendar days from the date of injury. During this time, the Employer shall provide full salary to the Employee upon the condition that the Employee shall endorse and deliver to the Employer any benefits received pursuant to NRS Chapter(s) 616A through 617, inclusive, and any regulations adopted thereto.

1. If an Employee is released to light duty by his or her 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) 616A through 617, inclusive, and any regulations adopted thereto.

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) 616A through 617, inclusive, and any regulations adopted thereto.

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) 616A through 617, inclusive, and any regulations adopted thereto. If all accrued compensatory leave, sick leave, and annual leave is used, the Employee shall receive no additional compensation from the Employer.

5. If an Employee is leaving the employment because he or she is permanently and totally disabled under NRS Chapters 616A through 617, inclusive, or any regulations adopted thereto, from working the job classification in which he or she is employed, he or she is entitled to use any accrued compensatory time, sick leave, and annual leave prior to leaving. An Employee may be paid a lump sum for accrued leave if he or she requests it and the Sheriff approves it.

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

H. CATASTROPHIC LEAVE:

1. Definitions.

a. "Catastrophe" means an occurrence or condition whereby an employee is rendered 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.

b. "Employee" as used in Section 12.H of this Article includes all City employees.

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

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

2. Establishing the catastrophic leave account.

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

b. An employee may request, in writing that a specified number of hours of his or her accrued sick leave be transferred from his or 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 or 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 calendar year is one hundred (100). The minimum number of hours which may be transferred in any calendar year is 24 hours. Leave will be placed in a pool; however, the employee may transfer hours to the catastrophic leave account for use by a particular employee who is eligible to receive the donation.

e. Any hours of sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the Employee from receiving leave pursuant to subsection 12.H.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 and job title; 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 account 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 catastrophic leave account 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 or her 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. The decision of the City Manager or his or her designee concerning the approval of leave 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 or her 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 or her designee shall not grant any hours of leave from the catastrophic leave account after:

(1) The catastrophe ceases to exist; or

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

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

6. Maintenance of records on catastrophic leave.

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

7. Substantiation of Catastrophic Condition: The City Manager or his or her 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 or her choosing. The cost of such written substantiation shall be borne by the employee.

I. **WELLNESS DAYS:** An Employee on a 10-hour shift who uses twenty (20) hours or less of any combination of family sick and sick leave (excluding FMLA leave and PERS sick conversion) in a calendar year will receive twenty (20) hours of personal leave off with pay as wellness days. Time off must be taken within one year of earning the wellness days, with scheduling of time off agreed to by both the Employee and the Employee's supervisor and/or the Sheriff. If not used within one year of the date on which the wellness days are earned, the leave shall be forfeited and not paid.

ARTICLE 13. GROUP HEALTH INSURANCE

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

B. EMPLOYER-EMPLOYEE SHARE OF PREMIUM

1. Employer shall pay one hundred percent (100%) of the Employee's premium for a group health insurance plan and sixty-five percent (65%) of the dependent's premium for a group health insurance plan.

2. The Employee shall have the option of converting the health insurance coverage at the time of his or her separation from employment with Employer by commencing to pay one hundred percent (100%) of the total premium. The City will pay

ninety percent (90%) of retiree group health insurance medical, dental, and vision coverage premiums except as provided below.

An Employee who retires on or after July 1, 2023, will receive ninety percent (90%) of retiree group health insurance medical, dental, vision and life coverage premiums except as provided below. The City will pay fifty percent (50%) of the medical, dental, and vision coverage premiums for retiree Employee's spouse and eligible dependents, except as provided below.

The City agrees to cover eligible Employee 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's group health insurance plan offered to active employees, as modified from time-to-time.

a. In order to be eligible for the benefits provided in this Section, the bargaining unit Employee/retiree of the Carson City Sheriff's Office shall have:

(1) a minimum of 20 years of full-time service with the Carson City Sheriff's Office; and

(2) actually retired under the Nevada PERS retirement qualifications in existence on the date of retirement.

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 sixty-five (65), whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retiree will be reduced to either (1) fifty percent (50%) of the "single employee with Medicare premium", or (2) 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 (1) and (2), at the time of Medicare eligibility. Under both (1) and (2) such coverage under the City's group insurance plan is secondary to Medicare coverage. Provided, however, that if Medicare age has been increased beyond age sixty-five (65), the fifty percent (50%) payment under (1) 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 (2) above shall automatically revert to receiving the benefits specified in (1) above. In order to receive payment under either (1) or (2), 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 Employee's separation from the City) until death or divorce. To be eligible for the

spousal subsidy, the spouse must be married to the Employee on the date the Employee retires from Nevada PERS. The spouse does not need to be enrolled in the City's insurance plan at the time the Employee retires. However, the spouse cannot receive the subsidy until the spouse is enrolled in the City's insurance plan. Once enrolled, the spouse is eligible to receive the subsidy. After the spouse reaches the eligibility age for federal benefits under Medicare, or age sixty-five (65), whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to twenty five percent (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 health 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 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 sixty-five (65), whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced to twenty five percent (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.

3. In the event of death of the Employee/retiree:

a. Deceased Employee's spouse will continue to receive the subsidy benefit until death or remarriage subject to the requirements in Section 13.B.2.b.(2) of this Article.

b. Deceased Employee's dependents, as defined by and subject to 13.B.2.b.(3) of this Article, so long as they meet the definition of "dependent" in the City group health insurance plan in effect at the time of Employee's retirement.

4. In the event of a catastrophic injury or medical illness which forces an Employee who has not reached twenty (20) years of full-time service with the Carson City Sheriff's Office to retire from service with the Carson City Sheriff's Office under NRS 616A through 617, inclusive, and any regulations adopted thereto, or as a Nevada PERS disability

retirement, this benefit will be prorated for the Employee at five percent (5%) per year of service after the Employee has worked for the Carson City Sheriff's Office for ten (10) years, up to a maximum of ninety percent (90%) and subject to the provisions of Section 13.B.2.b.(1) of this Article concerning the Employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age sixty-five (65), whichever occurs first. Ten (10) years starts at fifty percent (50%). The benefit as described in this provision does not apply to Employee's spouse or dependents and does not trigger any spousal or dependent benefits under this Article.

5. If the benefits provided to retirees or their spouses and dependents under this Article 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 or their spouses and dependents then receiving the benefits, and the retirees and their spouses or dependents 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 Article of the Agreement was made in exchange for a permanent five percent (5%) reduction in the cost-of-living increase that was due on July 1, 2012, for the Employees' biweekly base salary and is therefore in effect on this same date. If the retirement insurance benefit provided for in this Article is eliminated, the five percent (5%) permanent reduction in the Employee's biweekly base salary shall be restored on the effective date of elimination of this benefit and shall include compounded interest (based on prime rate) accrued from July 1, 2012, to and including the date of the benefit elimination.

D. Nothing contained in this Article is intended to revoke, repeal, replace, or otherwise modify the rights created in Article 12.C (Family Medical Leave) of this Agreement.

E. An Employee on leave without pay may continue the group health insurance coverage for a maximum period of one (1) 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 (spouses and children) will not be billed for any ambulance fees charged by the Carson City Fire Department which are not covered by insurance.

ARTICLE 14. GROUP LIFE INSURANCE

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

ARTICLE 15. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

A. Employees may authorize payroll deductions for the purpose of paying the Association dues. Upon the execution of the proper personnel payroll document filed with the City Finance Department, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of the Employee, on a bi-weekly basis, such sums as the Employee may specify for Association dues and any other appropriate deductions that are eligible for payroll deduction.

B. The Association will indemnify, defend, and hold harmless the City 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. An Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the deducted 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. If an Employee is in non-pay status during only part of the pay period, and his or her wages are not sufficient to cover the full withholding, no deductions will be made. All other legal and required deductions have priority over Association dues.

ARTICLE 16. EMPLOYEE GRIEVANCE PROCEDURES

A. Any dispute, claim, or grievance arising out of or relating to the working conditions or the interpretation of the application of this Agreement must be settled in accordance with this Article.

B. An Employee who alleges a violation of any provision of this Agreement ("Grievant") shall submit a written grievance to the Sheriff not later than fifteen (15) working days from the date of the alleged violation. As used in this Article, "working day" means Monday through Friday, excluding State and Federal holidays.

C. Not later than ten (10) working days of receipt of a grievance, the Sheriff may respond to the grievance. If the Sheriff denies the grievance or fails to respond, the Grievant may, not later than ten (10) working days from the date of the Sheriff's denial of the grievance or failure to respond to the grievance, submit a written grievance to the City Human Resources Director. Not later than five (5) working days of receipt of the written grievance, the City Human Resources Director shall, by written notice to all Parties concerned, direct the Parties to proceed to non-binding mediation. Unless mutually agreed to by the City and the Association, mediation must be held not later than sixty (60) calendar days from the date the City Human Resources Director receives the written grievance. If the Parties are unable to agree on a person to act as a neutral mediator, the Human Resources Director must be notified and a request for a mediator shall be made to the Federal Mediation and Conciliation Service (FMCS). 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 a grievance is not resolved through mediation, the grievance may be submitted to arbitration by notifying the other Party in writing not later than ten (10) working days of the nonresolution. 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 must request a list of seven (7) arbitrators from the FMCS 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. An arbitrator must be selected in the manner provided by NRS 288.200.

E. An arbitrator who is selected pursuant to this Article shall convene a hearing as soon as reasonably practicable at the mutual convenience of the arbitrator and the Parties. Any expenses for witnesses or legal counsel for either Party must be paid by the Party producing the witnesses or retaining such counsel. A stenographic record must be taken of each hearing. The costs of the record, the arbitrator's fees, and expenses must be assessed by the arbitrator on either or both Parties, in his or her discretion.

F. An arbitrator who is selected pursuant to this Article does not have the authority to amend or delete any of the terms of this Agreement or any of the Sheriff's Department rules, regulations, or policies. A decision of the arbitrator must be based solely on the evidence and arguments presented by the Parties at the arbitration hearings, and the decision of the arbitrator will be final and binding except as provided by law.

G. Any time limits described in this Article are intended to expedite the grievance procedure. The failure of an aggrieved Employee to comply with this Article within the established time limits constitutes a waiver of the grievance. Any time limits may be extended by mutual written agreement of the Parties, and which may not be unreasonably withheld by any Party.

H. Unless a grievance is submitted by the Association itself, the Sheriff must not settle or deny the grievance without first notifying the Association that the grievance was filed. The Association has the right to intervene in any Employee grievance. If the Association has not demanded arbitration, it is not responsible for any fees or expenses under this Article. If an Employee demands arbitration, an arbitrator may require the payment of one-half of 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 17. BILL OF RIGHTS

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

ARTICLE 18. TRAINING/EDUCATION

A. Upon approval of the Sheriff and if budgeted department training funds are available, Employees will be reimbursed for reasonable tuition, books, and consumable educational material costs for educational training courses in accordance with the City's Education Assistance policy and the following conditions:

1. The course must be directly related to the required skill or education for the Employee's current position.

2. 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.

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

4. The Employee must provide 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 or she requests reimbursement.

5. The decision of the Sheriff about a course's relatedness to current job performance is final and not subject to grievance by the Employee under this Agreement.

6. The decisions of the City Human Resources Director about the recognition and accreditation of the school or program and the decisions of the City Chief Financial Officer 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 courses taken by an Employee under the provisions of this Article will normally be taken on the Employee's personal time. However, the Sheriff may grant annual leave or administrative leave on a case-by-case basis depending on the Sheriff's assessment of the contribution that the training will provide to current job performance. The Sheriff may not grant administrative leave in excess of forty (40) hours in a fiscal year for any single course under any circumstance.

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

ARTICLE 19. PROMOTIONS

A. All vacancies and promotions within the Sheriff's Office shall be filled by the Sheriff after open competitive testing.

B. Notice of all vacancies and promotions within the Sheriff's Office shall be given to all employees of the Sheriff's Office, through briefings or otherwise, and shall be posted on

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

1. Notice shall contain the following information or indicate where the information may be obtained:

a. Position title and job description.

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

c. If there will be competitive testing, and if so:

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

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

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

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

(5) Whether the selection will be made from the top 3 positions on the eligibility list or other basis.

d. If the eligibility list is based upon a ranking or rating of test applicants, the employee who tested will be provided with his or her ranking or rating, as applicable, as soon as reasonably practicable upon request of the employee.

e. An employee who tests for promotion will be provided with a copy of his or her test scores and aggregate score as soon as reasonably practicable, upon request of the employee.

ARTICLE 20. STANDBY PAY

An Employee who is requested to be on standby status shall be paid at the rate of fifteen percent (15%) of his or her base rate of pay for each hour, or fraction thereof, while on standby.

ARTICLE 21. TRANSFERS

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

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

Employees will be transferred or reassigned consistent with their civil service classifications, grade, and step.

ARTICLE 22. SHIFT DIFFERENTIAL

An Employee whose shift requires working at least four (4) hours between 5:00 p.m. and 6:00 a.m. will receive shift differential pay in the amount of \$1.50 per hour for each hour actually worked during the entire shift. Periods of paid and unpaid leave or holiday hours not worked are not eligible for shift differential.

ARTICLE 23. SAFETY

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

B. Staffing Levels: The department shall recognize that due to possible dangers inherent in the occupation of the Employees covered by this Agreement, minimum staffing levels will be maintained by the department to provide officer safety, as follows: two (2) supervisors, one (1) on duty in detention and one (1) on duty in patrol, unless an emergency or unforeseeable circumstance exists. A sergeant may act in a role-down capacity in the place of a deputy when necessary for brief periods for purposes of providing minimum staffing levels. For the purposes of this Article, "supervisor" is defined as a sergeant, lieutenant, or captain. Should those supervisor positions not be available to be covered by the department through voluntary overtime, any other sworn peace officer employed by the department and deemed appropriate by the Sheriff may be used to fill the minimum staffing positions.

C. Unless the Board of Supervisors declares a state of emergency, all Employees are entitled to be off duty at least eight (8) hours between shifts, excluding required court appearances, detective supervisors called out prior to the start of their next scheduled shift to supervise an investigation, and shift rotations (two (2) times per twelve (12) month period). Such rest period shall be taken without loss of pay and Employees shall not be required to make up such time.

ARTICLE 24. DISCIPLINARY ACTIONS

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

A. WARNING AND REPRIMAND

Whenever Employee performance falls below standard, the supervisor shall inform the Employee promptly and specifically in writing of any deficiency. If appropriate and justified, following a discussion of the matter with the Employee, a reasonable period of time of no less than thirty (30) days, will be allowed for improvement or correction before initiating 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 folder at the City Human Resources Department.

B. SUSPENSION

If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, and Employee may be suspended without pay for cause by the Sheriff or his or her designee for a period not to exceed thirty (30) working days. While on unpaid suspension, a suspended Employee may receive pay by using accrued compensatory time or annual leave equal to the number of hours suspended.

C. INVOLUNTARY DEMOTION AND DISMISSAL

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

D. NOTICE OF SUSPENSION, INVOLUNTARY DEMOTION, OR DISMISSAL

The Sheriff's decision regarding suspension of more than ten (10) scheduled shifts, involuntary demotion, or dismissal shall be given to an Employee in writing specifying the action to be taken; detailing the grounds upon which the action is based, including specification of standards, rules, regulations, or policies violated; and date of action taken, which shall not be earlier than five (5) working days from date of delivery of Specificity of Charges to the Employee.

Receipt shall be deemed the date of personal delivery of the notice to the Employee which also shall be the effective date of said discipline unless another effective date is specified in said notice. The Sheriff, or designee, may elect to serve notice upon the Employee by mail. In such event, the notice should be mailed to the Employee at his or her last known address by 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 the third day after the date of mailing the notice.

E. SPECIFICITY OF CHARGES

1. Before any disciplinary action can be taken under Section 24.B or 24.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, law, or policies violated.

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

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

F. GREVANCE REVIEW OF DISCIPLINARY ACTIONS

All disciplinary actions are subject to review by appeal through the grievance procedures set out in Article 16.

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

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

ARTICLE 25. DUTY TO DEFEND

The City shall defend an Employee named as a defendant in any action arising out of the scope or performance of employment duties and tender defense on behalf of the Employee with adequate notice to the Employee and the reasonable opportunity to participate in all aspects of proceedings, including any compromise and settlement, trial, and appeal, up to and including final disposition, subject to the provisions of Nevada Revised Statutes. The City shall, pursuant to NRS 41.0349, hold harmless and indemnify any Employee named in any and all claims, judgments, losses and demands as a result of such actions.

ARTICLE 26. RETIREMENT

A. All Employees covered by this Agreement will be covered by the Nevada PERS under benefits granted to Firemen/Policemen, pursuant to NRS Chapter 286.

B. The City agrees to make health insurance coverage available to all Employees who retire from the Sheriff's Office and who are eligible to receive retirement benefits in accordance with state law.

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

D. If Nevada 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 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 Nevada 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%, the City will pay one half of the increase and the Employee's salary will be reduced by one half of the increase, however, the 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 the City and the Employee.

ARTICLE 27. UNIFORM ALLOWANCE

A. The City shall pay each Employee a uniform allowance of \$1,700.00 per year with semi-annual payments included with the first paycheck of June and the first paycheck of December. This uniform allowance shall be deemed to cover the full cost of original purchase, replacement, and upkeep of the Employee's uniform during the time of his or her employment with the City. If the Sheriff alters, modifies, or changes in any way, the existing uniform requirements, the Association must be given reasonable notice. The City shall bear full cost of any such alterations, modifications, or changes in the existing uniform requirements.

B. The City shall purchase uniforms and other gear required but not issued by the department for each new Employee hired. An Employee for whom such purchases have been made will not receive uniform allowance on the first two occasions when such checks are issued after the date of his or her hire. If an Employee on whose behalf such purchases are made is terminated or leaves the service of the department for any reason during the probationary period, the uniforms and other gear purchased must be returned to the department. The department shall pay up to \$1,250.00 for the purchase of body armor for each new Employee hired. The Employee must purchase the vest from a supplier approved by the department. The department shall make payment directly to the supplier. An Employee who obtains body armor pursuant to this provision and who is not employed beyond the end of his or her probationary period for any reason must return to the department the vest or the amount subsidized by the department upon his or her separation from service.

C. The City shall purchase body armor and one body armor cover for each Employee once every five (5) years, with such expenditure not to exceed \$1,250.00 per Employee. The cost of the body armor purchased will be paid by the Sheriff's Office directly to the vendor of such body armor upon presentation to the Sheriff or his or her designee of a purchase receipt. The purchase of body armor pursuant to this section applies to 25% of the covered Employees each year of this Agreement. The Association will provide to the Sheriff's Office a list of those Employees eligible during each year of the Agreement.

D. In the event an Employee loses or damages any uniforms, equipment, watches, or eyeglasses in the performance of the Employee's duties, and which is not caused by the Employee's own negligence, the City must reimburse the cost of the item lost or damaged as follows:

1. Watches and sunglasses: up to \$100.00 each per incident.
2. Prescription glasses: up to maximum of \$300.00 per incident.
3. All other items: \$400 total per incident.

This provision includes clothing worn by Employees assigned in plain clothes capacity.

In order to receive benefits under this Article, an Employee must report any claims prior to the end of his or her shift during 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 a like-kind or of cost equivalent value.

ARTICLE 28. ADDITIONAL PAY

A. SPECIALITY COLLATERAL ASSIGNMENT PAY:

1. Subject to the limitation set forth in Section J (Total Additional Pays) of this Article, an Employee assigned to any of the following assignments shall receive special assignment pay of 2.5% of the Employee's base rate of pay for the duration of each assignment:

- a. Crisis Negotiation Team Program Commander
- b. Special Weapons and Tactics Team Program Commander
- c. Special Technical Aerial Response Team Program Commander
- d. Any other collateral assignment as approved by the Sheriff

2. Subject to the limitation set forth in Section J (Total Additional Pays) of this Article, an Employee assigned to any of the following assignments shall receive special assignment pay of 5% of the Employee's base rate of pay for the duration of each assignment:

- a. Field Training Program Sergeant
- b. School Resource Program Sergeant
- c. Motors Program Sergeant
- d. K9 Program Sergeant
- e. Any other collateral assignment as approved by the Sheriff

3. Subject to the limitation set forth in Section J (Total Additional Pays) of this Article, an Employee assigned to any of the following assignments shall receive special assignment pay of 10% of the Employee's base rate of pay for the duration of each assignment:

- a. Detectives Program Sergeant
- b. SET Program Sergeant
- c. A Sergeant who is assigned to oversee or provide primary supervision over any other unit or program that is created under the Investigation Division.

4. Assignments under Section A are not promotions. Any assignment or rescission of assignment is solely at the discretion of the Sheriff and is not subject to appeal through the grievance process or any other process.

B. ON-CALL PAY

Any Employee assigned to on-call status by the Sheriff will receive ten (10) hours of paid or compensatory time for each work week assigned to such activity provided the

Employee's regular shift is ten (10) hours. If the Employee's regular shift is eight (8) hours, the Employee will be entitled to receive eight (8) hours of paid or compensatory time for each work week when the Employee is assigned to on-call status by the Sheriff. Employees assigned to on-call status of less than one (1) work week will not receive eight (8) hours or ten (10) hours, depending on regular shift schedule, of compensatory time, but will receive 15% of the Employee's base rate of pay for each hour, or fraction thereof, the Employee is on-call pursuant to Article 20 (Standby).

C. EDUCATION INCENTIVE

Subject to the limitation set forth in Section J (Total Additional Pays) of this Article, an Employee who attains a college degree shall receive incentive pay based on his or her base hourly rate for the following degrees at the corresponding amounts set forth below:

1. Associates Degree Two and one-half percent (2.5%)
2. Bachelor's degree Five percent (5%)
3. Master's degree Six and one-half percent (6.5%)

A degree must be earned at a fully accredited college, community college, university, or other institution acceptable to the City. The degree must be in a field that, in the sole discretion of the Sheriff, advances the mission of the Office. To be eligible for the education incentive pay, the Employee must provide to the Human Resources Department a copy of the degree awarded. An Employee is only eligible to receive one of the above-listed education incentive pays, which will be the one for the highest degree the Employee attained.

D. PEACE OFFICER STANDARDS & TRAINING (POST) CERTIFICATE INCENTIVE

Subject to the limitation set forth in Section J (Total Additional Pays) of this Article, an Employee who attains an Advanced or Supervisory/Management certificate shall receive incentive pay based on his or her base hourly rate for the following certificate at the corresponding amount set forth below:

1. Advanced POST One and one-half percent (1.5%)
2. Supervisory/Management POST Three percent (3%)

To be eligible for the POST incentive pay, the Employee must provide to the Human Resources Department a copy of the certificate awarded. An Employee is only eligible to receive one of the above-listed POST incentive pays, which will be the one for the highest certificate the Employee attained.

E. CANINE PROGRAM SERGEANT

In addition to the incentive pay set forth above, a K9 Program Sergeant who has a working canine will receive seventy dollars (\$70.00) per week for the care and feeding of the canine, upon taking custody of the canine, and will also receive one (1) hour during each regularly scheduled shift for additional training of his or her canine. The additional one (1) hour of training must be done while on shift.

F. LONGEVITY

Employees who have completed five (5) years of consecutive service in the Carson City Sheriff's Office shall receive one-half of one percent (0.5%) of the individual Employee's base salary. For every additional year of service after the fifth year, the Employee must be paid an additional one-half of one percent (0.5%) per year up to a maximum of eight percent (8%) of the individual Employee's base salary.

1. Payment for Longevity. Payment for longevity under this Article will be made as follows:

a. For longevity payments earned during Fiscal Year 2023, payment will be made, in full, on the last payday in July of 2023.

b. For longevity payments earned during Fiscal Years 2024 through 2028, one-half (1/2) of the annual amount will be paid on the first payday in December and the other one-half (1/2) of the annual amount will be paid on the last payday in July.

2. Eligibility under Particular Circumstances.

a. An Employee who is on leave without pay for an entire six (6) month period of qualification is not entitled to pay for longevity for that period.

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

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

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

G. ACTING PAY

If the Sheriff appoints an Employee in an acting capacity to work in a job classification to which the Employee is not assigned, the Employee shall receive salary compensation for that classification, provided that:

1. The classification is higher than the Employee's present classification;

2. The Employee has worked five work periods (shifts) in the higher classification for which Employee will be paid for the first and each shift thereafter worked; and

3. The Employee is on the Sheriff's Office eligibility list for the higher classification if a current eligibility list exists.

H. REQUIRED SPANISH PAY

Subject to the limitation set forth in Section J (Total Additional Pays) of this Article, an Employee who is expected to fluently speak, read, or write in Spanish in the performance of his or her job duties, will receive two and one-half percent (2.5%) of his or her base salary. The Employee's supervisor has the authority to determine whether the use of Spanish is expected. The City may require testing to determine whether an Employee is fluent in Spanish so as to be eligible to receive this benefit.

J. TOTAL ADDITIONAL PAYS

An Employee who receives any of the additional pays listed above, excluding longevity pay and acting pay, is restricted to receiving additional pay equaling no more than 17.5% in the aggregate.

K. PHYSICAL AGILITY INCENTIVE: An Employee who passes the annual P.O.S.T. physical agility certification, 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. The date and time of the test shall be posted on the Sheriff's Office bulletin and briefing boards and the Association bulletin board not less than thirty (30) calendar 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 Sheriff's Office approved locker rooms. The test should be conducted at times to allow the maximum number of Employees to take the test with minimal schedule disruption (i.e., end of day shift, before swing shift, or end of graveyard, before day shift, or both.)

ARTICLE 29. LAYOFF POLICY AND PROCEDURE

A. DEFINITIONS FOR THIS POLICY ONLY

1. 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 will be counted upon recall and re-employment. Job classification seniority may be continued provided that the Employee is rehired into the same job classification. If there is a voluntary interruption or break in service, seniority will commence as of the date of last entrance into City service. Leaves of absence will not be considered as breaks in service.

2. City Seniority: An Employee will have City seniority as of the date of hire following the successful completion of the initial probationary period.

3. Divisions: A "division" means a clearly established first sub-unit of a department which has been determined by the Sheriff.

4. Job Classification Series: A "job classification series" means the normal line of progression from trainee, entry, or preparatory levels to supervisory or administrative levels within a job specialty. The minimum qualifications, test for fitness, and the duties and responsibilities are similar but different in level. Job classification series also includes all positions which an Employee has previously held within the department.

5. **Job Classification Seniority:** An Employee will have job classification seniority as of the date of appointment to the job following the successful completion of the probationary period.

6. **"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 job classification series for a period of time equivalent to the minimum required to complete a probationary period, but because of promotions within that job classification series has never completed a probationary period, the Employee will for layoff purposes be considered a regular Employee.

7. Seniority will be calculated on the basis of calendar days of continuous service.

B. PROCEDURES

1. **Determination of Job Classifications to be Affected by Layoffs:** The Sheriff shall determine which job classifications will be subject to layoffs.

2. **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 or her designee shall, not less than seven (7) calendar days before the effective date of the layoff, provide the Association written notice of the layoff which must include the specific reasons such action is necessary and the estimated length of the layoff period.

3. **Sequence of Layoff:** Within the job classifications selected for layoff, the following sequence of layoff will occur:

- a. Probationary Employees will be laid off first.
- b. Regular Employees will be laid off only after layoffs of probationary Employees have been exhausted.

4. **Notice of Layoff:** All Employees will be given written notice of such layoff at least thirty (30) calendar days prior to the effective date of the layoff.

5. **Vacancies:** Whenever possible, an Employee who has been laid off pursuant to this Article will be permitted to fill an available vacancy if the Employee meets the minimum qualifications of the vacancy and successfully completes any necessary tests. If the vacant position is offered to an Employee who has been laid off pursuant to this Article, the Employee must submit his or her decision in writing to the City Human Resources Department within seven (7) calendar days of the offer.

6. Bumping:

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

- (1) Has more City seniority than the Employee being bumped; and
- (2) Meets the minimum occupational qualifications.

b. An Employee electing to exercise bumping rights shall assume the grade of the Employee being bumped and the step closest to his or her existing salary, at the time of layoff.

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

d. Those Employees laid off within the department who have attained their present positions by promotion or appointment through the affected job classification series will have employment rights at the next lower level within the department and will become the senior member in the lower classification.

7. **Seniority:** Whenever it is determined that a layoff of Employees will occur, the City agrees to supply current City seniority lists and job series seniority lists to the Association for the jobs being affected.

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

C. RECALL

1. The name of an Employee who has been laid off must be placed on a re-employment list and will be recalled in the inverse order in which the Employee was laid off. An Employee on the list will be offered appointment to an opening in the job classification or equivalent 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 has been offered the position. Employees must provide the Sheriff and City Human Resources Department with any address change and phone number while waiting for recall.

2. Notice of recall will be made in writing by certified mail to the Employee's address of record.

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

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

5. 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.

6. An Employee on layoff accrues no additional sick leave or vacation time.

ARTICLE 30. COURT TIME

An Employee who appears to testify pursuant to a subpoena in any court or administrative proceeding that is required by the Employee's job will receive his or her regular salary during the period of court or administrative testimony or pretrial conference required by the District Attorney. If said court or administrative testimony occurs during the Employee's regular time off, he or she is entitled to a minimum of three (3) hours overtime during the time scheduled for said court testimony pursuant to Article 9 (Overtime, Travel Time, and Call-Back) of this Agreement. Court time includes time involved in obtaining evidence or other related matters at the Carson City Sheriff's Office. An Employee subpoenaed to testify by the District Attorney shall tender to the City any witness fees received. A subpoenaed Employee who testifies during his or her regular time off is not entitled to call-back pay pursuant to this Agreement. An Employee who is not subpoenaed but is ordered to testify by the District Attorney or by the Employee's supervisor may be entitled to call-back pay pursuant to the Nevada PERS official policies. If the subpoena is canceled or the order to testify is rescinded prior to 7:00 p.m. the day before the court appearance or administrative proceeding, there shall be no entitlement to overtime pursuant to any provision of this Agreement.

ARTICLE 31. JURY DUTY

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

ARTICLE 32. MILITARY LEAVE

Any Employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces will be relieved from his or her duties upon request to serve under orders on training duty without loss of his or 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 33. 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 34. SAVINGS CLAUSE

A. This Agreement is the entire Agreement of the Parties terminating all prior arrangements and practices and concluding current negotiations during the term of this Agreement. The City shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement; the Association or the City Board of Supervisors may request discussion if it wishes.

B. If any provisions of this Agreement are found to be in violation of any federal or state law or regulation by a court of competent jurisdiction, that provision will be null and void

but all other provisions of this Agreement will remain in force and effect. The Parties hereto agree to renegotiate any such provision found to be in contravention of any federal or state law or regulation.

ARTICLE 35. ABSENCE OF SHERIFF

Any reference to the Sheriff in this Agreement includes his or her authorized designee in the event the Sheriff is absent or unavailable for any reason.

ARTICLE 36. ADOPTION AND DURATION OF AGREEMENT

A. This Agreement is effective July 1, 2023, and remains in effect through June 30, 2028, unless changed as provided herein.

B. This Agreement automatically renews from year to year thereafter. If either Party desires to amend this Agreement that Party must notify the other Party in writing of the Articles that the Party desires to negotiate. The notice required by this section must be provided to the other Party on or before the date such notice is required by NRS Chapter 288, which at the time of execution of this Agreement is designated as February 1 of each calendar year.

C. The Parties shall promptly commence negotiations. If the Parties have not reached agreement by the time established under NRS Chapter 288, which at the time of execution of this Agreement is designated as April 10 of the year in which negotiations commence, either Party may submit the dispute preventing agreement to an impartial factfinder at any time for his or her findings. The factfinder shall make recommendations of the unresolved issues.

D. If the Parties have not reached an agreement within ten (10) days after the fact-finder's recommendations, all issues remaining in dispute must be submitted to an arbitrator.

E. The provisions of NRS Chapter 288 will govern fact-finding and arbitration between the Parties.

F. In the event that future agreements are not reached prior to July 1 of the applicable year, all awards rendered by the final binding arbitrator are retroactive to July 1 of the year in which negotiations commenced.

IN WITNESS WHEREOF, the City and the Association have caused this Agreement to be duly executed by their authorized representatives on the 20th day of July, 2023.

CARSON CITY

CARSON CITY SHERIFF'S
SUPERVISORY ASSOCIATION

By: Lori Bagwell

Lori Bagwell
Mayor

By: Brett Bindley

Brett Bindley
Association President

ATTEST:



William Scott Hoen
Clerk-Recorder



Appendix A

CARSON CITY, NEVADA – SHERIFF SUPERVISORY ASSOCIATION

Step Tables – July 1, 2023 through June 30, 2028

PERS rate change

Fiscal Year:	2024	7/14/2023	2025	2026	2027	2028
Step 1	50.7715	49.6292	50.6217	51.6342		
Step 2	52.8024	51.6143	52.6466	53.6995	54.7735	56.1429
Step 3	54.9145	53.6789	54.7525	55.8475	56.9645	58.3886
Step 4	57.1111	55.8261	56.9426	58.0814	59.2431	60.7241
Step 5	59.3955	58.0591	59.2203	60.4047	61.6128	63.1531
Step 6	61.7713	60.3815	61.5891	62.8209	64.0773	65.6792
Step 7	64.2422	62.7967	64.0527	65.3337	66.6404	68.3064
Step 8					69.3060	71.0386

Initial Step Placement of Employees on 7/1/2023:

Step	Employee ID
1	4420, 4981
2	2613, 3025, 3272
3	2307, 2793, 3219, 3274, 3345
4	
5	2612, 2278, 2985, 3319
6	1507, 1731, 2396, 2805
7	