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AGREEMENT

Fraternal Order of Police, Las Vegas Lodge #1
Carson City Alternative Sentencing Officers

TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons.
(NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: (Enter Text Here)



Signature

Cheryl Eggert-Chief Deputy Clerk

Print Name & Title

WHEN RECORDED MAIL TO:

Carson City

885 E. Musser Street, suite 1032

Carson City, NV 89701

2022-2027

AGREEMENT

between

CARSON CITY

and the

FRATERNAL ORDER OF POLICE, LAS VEGAS LODGE #1, ON BEHALF OF THE
CARSON CITY ALTERNATIVE SENTENCING OFFICERS

(July 1, 2022 - June 30, 2027)

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Article 1. PREAMBLE

This collective bargaining agreement (hereinafter referred to as the “Agreement”) is entered into between Carson City, Nevada (hereinafter referred to as the “City”) and the Fraternal Order of Police, Las Vegas Lodge #1 (hereinafter referred to as the “Association”) on behalf of the Carson City Alternative Sentencing Officers (hereinafter referred to individually as “Employee” and collectively as “Employees”). Employees work for the City’s Department of Alternative Sentencing (hereinafter referred to as the “DAS”).

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

All Employees shall: (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

The Association is recognized as the sole and exclusive bargaining representative for Employees. The provisions of Article 21, Disciplinary Actions, and Article 26, Layoff Policy and Procedure, of this Agreement do not apply to a probationary Employee.

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(3), the City as a local government employer, including the City's Chief of the Department of Alternative Sentencing (hereinafter referred to as the "DAS Chief"), is entitled without negotiation or reference to any agreement resulting from negotiation:

- (1)** The right to hire, direct, assign or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.
- (2)** The right to reduce in force or lay off any Employee because of lack of work or lack of funds, subject to the statutory provisions set forth in NRS Chapter 288, which establish lawful procedures for a reduction in work force.
- (3)** The right to determine:
 - (a)** Appropriate staffing levels and work performance standards, except for safety considerations.
 - (b)** The content of the workday, including without limitation, workload factors, except for safety considerations.
 - (c)** The quality and quantity of services to be offered to the public.
 - (d)** The means and methods of offering those services.
- (4)** Safety of the public.

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

Article 5. ASSOCIATION RIGHTS

(A) Employees 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 shall designate no more than two (2) Employee representatives of the Association. This designation must be in writing and must be transmitted to the DAS Chief and the City's Human Resources Director no later than July 31st of each year and within 30 calendar days of a change in one of the representatives by the Association. Designated Employee representatives of the Association may conduct Association business on City property if such work occurs outside the 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 DAS. 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 the consent to the use of a City building or facility to conduct 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 DAS. Association business or communications may not, under any circumstance, be conducted over the DAS' 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 shall not encourage membership in any other employee bargaining organization.

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

(G) The provisions of this 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 an Employee is on duty, he or she must not engage in or be coerced to engage in any prohibited political activity.

(I) Up to two (2) 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 negotiation meeting occurs during the Employee representatives' regular work hours.

(J) Up to two (2) Employee representatives of the Association may attend disciplinary meetings of an Employee who is facing possible discipline by the City, including the DAS, if the Employee is not otherwise represented. It is the responsibility of the Employee to arrange for such

representation. The Employee representatives and the Employee who is facing possible discipline may attend such meetings while on duty time if the meeting occurs during the Employee representatives' 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 the DAS, concerning an Employee who has submitted a grievance pursuant to this Agreement (hereinafter referred to as "Employee Grievant"). It is the responsibility of the Employee Grievant to arrange for such representation. The Employee representatives and the Employee Grievant may attend such meetings on duty time if the meeting occurs during the Employee representatives' and the Employee Grievant's regular work hours.

(L) Employees who are Employee representatives of the Association are entitled to collectively use up to 250 hours of paid administrative leave for Association business during any calendar year. In addition, each Employee member of the Association may donate up to ten (10) hours of annual leave per year to a pool that may be used, hour for hour, for Association business by Employees who are Employee representatives of the Association. The use of any leave pursuant to this provision must be in accordance with NRS 288.225 and in a manner which does not disrupt normal business operations of the DAS, as determined by the DAS Chief or his or her designee. Such leave cannot be unreasonably denied.

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

Article 6. PAY RATES

(A) PAY RATES:

The pay range for a DAS Officer is \$55,539.29 to \$78,101.81. Effective July 1, 2023 and on July 1 of each year thereafter through and including July 1, 2026, all Employees will receive a 2.0% cost-of-living increase and the bottom and top of the pay range will be adjusted upwards by 2.0%

(B) MERIT INCREASE

An Employee who has not reached the top of the pay range is eligible for a merit increase on July 1 of each year and every year, except that an Employee must have been employed by the DAS for not less than one (1) entire fiscal year before reaching eligibility. If an Employee has not reached eligibility by July 1 of his or her first year of employment, the Employee is not eligible until July 1 of the next fiscal year. Beginning on July 1, 2022, and upon each successive annual performance evaluation, on the recommendation of the DAS Chief, an eligible Employee who receives a performance evaluation of “Meets Expectations” or better will receive an annual merit increase of 3%. An employee who receives a rating of “below expectations” will not receive an annual merit increase for that evaluation period. The performance evaluation must be filed with the Human Resources Department by the date established by the Department in order to process the merit increase, if any, by July 1. A copy of the annual written performance evaluation will be placed in the Employee’s personnel file in the City’s Human Resources Department. The performance evaluation may be used when considering any employment action.

(C) MERIT INCREASES NOT GRANTED

An Employee who disagrees with the substance of a performance evaluation that is prepared in accordance with this Article may request a meeting with the DAS Chief to communicate his or her disagreement and request a review and modification of the performance evaluation. The decision to amend, modify or alter in any way an Employee performance evaluation is at the sole discretion of the DAS Chief as a managerial right. A meeting that is requested under this provision must be held as soon as reasonably practicable.

(D) NEW HIRE PROBATION

A new Employee is on probation for a period of twelve (12) months from the date of hire, during which time the DAS Chief has the right to dismiss or retain the Employee. After completion of the probationary period, the Employee will be deemed a non-probationary Employee and his or her seniority will date back to the date of hire as a new Employee in the bargaining unit. An Employee's participation in the Peace Officers Standards and Training (hereinafter referred to as "P.O.S.T.") Academy will not be counted towards completion of the probationary period. All new hire probationary Employees are entitled to accrue all benefits of this Agreement unless otherwise specified in Article 2. A probationary Employee is eligible to use accrued leave benefits after six (6) months of employment, except as otherwise provided by this Agreement. A new hire Employee is not entitled to a merit increase until after completing probation and reaching the beginning of the new fiscal year.

(E) REHIRE & LATERAL HIRE

Whenever a former DAS Officer is rehired as an Employee within a three-year (3) period, his or her pay rate will be established at the discretion of the appointing authority, but at a rate not less than the Employee's base rate of pay at the time of separation. If a new Employee is hired as a lateral with prior law enforcement experience, including a former DAS Officer rehired after a three-year (3) absence, the Employee's base rate of pay will be established within the entrance rate for the position, unless the DAS Chief, in his or her discretion, seeks and receives approval from the Carson City Internal Finance Committee to establish the base rate of pay above the entrance rate consistent with the Employee's education, training and experience. An Employee's entrance rate is defined by City policy.

(F) POSITION RECLASSIFICATION

If a position is reclassified to a lower class through no fault of the incumbent Employee, the incumbent Employee must continue to be paid at his or her last rate of pay until such time as the salary at which the Employee was retained comes within the range of pay for the class due to adjustments in the compensation or classification plan. This retained rate may be applied only under the following conditions:

- (1) The Employee obtained a performance rating of “Meets Expectations” or above on his or her performance evaluation for the preceding year.
- (2) The Employee was in the higher class six (6) months preceding the reclassification.
- (3) The reclassification is a result of a legitimate reason over which the Employee has no control.

Article 7. CALLBACK

(A) Whenever an Employee is called back to work by his or her supervisor with less than 12 hours’ notice following the completion of his or her regularly scheduled shift, he or she shall be paid at the rate of time and one-half for all hours worked, with a two-(2) hour minimum. This time is reported in accordance with the Nevada Public Employee’s Retirement System (hereinafter referred to as “PERS”) regulations on callback.

(B) When an employee is called at home and the Employee performs the required tasks at home or by telephone, that Employee will receive call-back pay or overtime pay, depending upon the PERS regulations, for a minimum of one half hour (0.5) 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) minutes, the Employee must be compensated for each phone call separately as set forth above, even if the calls occurred during the same thirty (30) minute time period.

(C) Any Employee who is eligible to receive call-back pay or overtime pay may elect to convert his or her call-back pay or overtime pay to compensatory time at the rate of one and one half (1.5) times the Employee’s base hourly rate for each hour of call-back or overtime.

Article 8. OVERTIME

(A) **OVERTIME DEFINED:** “Overtime” is defined for purposes of this Agreement as any hour worked in excess of the regularly scheduled workday or 40 hours in any seven (7) day pay period. Any overtime must be approved by the Employee’s supervisor. The “seven (7) day pay period” is defined for purposes of this Agreement as the period of time commencing on Friday,

12:00 A.M. and ending on Thursday, 11:59 P.M. The following paid time off will be considered time worked for overtime purposes: holidays, annual leave, sick leave and compensatory time off. Overtime will not accrue for any travel time between the Employee's residence and the DAS office.

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

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

- (1) Overtime earned during a workweek may be converted as compensatory time at the rate of time and one-half at the election of the Employee.
- (2) Following a work week for which an Employee received cash payment for overtime, he or she may not be directed to reduce work hours in order to maintain a constant level of earnings over the pay period in which the overtime was performed.
- (3) An Employee may elect to receive payment for all compensatory time earned as accrued on July 1 and December 1 of each year up to a maximum of 120 hours in any one fiscal year; except that an elected payment must not exceed more than 80 hours in any one pay period. To elect a payment, an Employee must submit to Management, only during the months of June and November of each fiscal year, a request in writing for payment of a specific number of accrued compensatory hours.

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

Article 9. HOLIDAYS

(A) The following are paid holidays for all employees of the City:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Nevada Day

Veterans Day

Thanksgiving Day

Family Day

Christmas Day

or any other day that may be appointed by the President of the United States, the Governor of Nevada or the City 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, will 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, that day must be considered a holiday for purposes of holiday pay pursuant to section (C). The non-standard workweek Employee will not accrue additional holiday time for a Friday or Monday that is observed as the holiday for standard workweek Employees.

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

(C) **HOLIDAY PAY:** Except as otherwise deemed necessary by the DAS Chief, an Employee will not be required to work on holidays unless he or she is assigned to on-call status. Pay for holidays will be as follows:

An Employee will be paid twice his or her base rate of pay for the actual number of hours worked that coincide with the designated City holiday. Holiday work may be granted in cash or in compensatory time off to be taken off with supervisory approval. An Employee who is not scheduled to work on a designated City holiday will receive compensatory time equal to and in the same manner as a regularly scheduled shift. An Employee who is required to work a holiday on his or her regularly scheduled day off will be compensated at two and one-half (2.5) times his or her base rate of pay for all hours worked on that holiday.

Article 10. ANNUAL LEAVE

(A) SCHEDULE:

An Employee may earn but is not entitled to take annual leave until he or she has completed six (6) months of service with the City. 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 12- 24 months	8 hours per month
from 24- 60 months	10 hours per month
60 months or more	14 hours per month
Maximum accumulated	300 hours

This schedule is based on continuous employment with Carson City.

(B) ACCRUED ANNUAL LEAVE IN EXCESS OF THIRTY DAYS: Except as provided below, any annual leave in excess of three hundred (300) hours accrued in the manner provided for must 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) will be forfeited.

(C) **TIME ANNUAL LEAVE TAKEN:** All annual leave must be taken at a time that is mutually agreeable to the Employee and his or her supervisor. The selection of annual leave schedules will be made on a seniority basis.

Article 11. SICK LEAVE

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

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

(1) Any Employee who, upon death or retirement, has a minimum of 400 hours of accrued sick leave and a minimum number of years of service in the City as indicated below will be compensated for all unused sick leave hours up to 1080 at the following rates:

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

(2) In addition to the compensation for unused sick leave described in section (B) of this Article, an Employee who is eligible for purchase of service credits under PERS and any applicable law may, at his or her option, convert unused sick leave into service credit under PERS at the rate of one (1) hour of service credit for one (1) hour of sick leave, subject to the following conditions and limitations:

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

Accrued, unused sick leave in excess of 400 hours may be converted into retirement service credit.

(b) An Employee's conversion of unused accrued sick leave into retirement service credits must be in increments of at least eight (8) hours, subject to a maximum annual limit of 280 hours.

(c) Employees desiring to convert unused accrued sick leave into retirement service credits shall submit a written request, on a form approved by the City, to the DAS Chief and City Manager on or before December 1 of each year. If the Employee meets all the conditions set forth in this section, the City must deduct the designated amount of sick leave from the Employee's account and proceed to purchase retirement service credits from PERS in an amount equal to the number of hours elected to be converted by the Employee.

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

(C) FAMILY/MEDICAL LEAVE: An Employee may be eligible for Family/Medical Leave Act (hereinafter referred to as "FMLA") leave subject to the provisions of City policy and Federal law to a maximum of twelve (12) weeks or four-hundred and eighty (480) hours in any twelve (12) month period. 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's absence of more than three (3) consecutive days.

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

(G) Workers' Compensation: Absence due to injury incurred in the course of employment for which a worker's compensation claim has been filed and accepted by the City's claims administrator must not be charged against an Employee's sick leave for a period not to exceed ninety (90) calendar days from the date of injury and during the time the claim is open for benefits under NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended. During this time, the DAS shall provide full salary to the Employee upon the condition that the Employee must endorse and deliver to the DAS Chief any benefits received pursuant to NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended.

(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 will be used to supplement benefits in order to receive full salary. Such accrued compensatory leave must be charged only to the extent not reimbursed pursuant to NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended.

(3) When accrued compensatory leave has been exhausted and the Employee is still unable to return to work, accrued sick leave will be used to supplement benefits in order to receive full salary. Such accrued sick leave must be charged only to the extent not reimbursed pursuant to NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended.

(4) When accrued sick leave has been exhausted and the Employee is still unable to return to work, accrued annual leave will be used to supplement benefits in order to receive full salary. Such accrued annual leave must be charged only to the extent not reimbursed pursuant to NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended.

(5) When accrued annual leave has been exhausted, the Employee will not receive additional compensation from the DAS.

(6) If an Employee is leaving the City's employment because the work related injury has resolved in a permanent restriction which does not allow the Employee to

return to the job classification held at the time of the injury, he or she will receive a lump sum payment of any accrued compensatory time, sick leave or annual leave that he or she may be eligible to receive pursuant to the pay-out provisions of this Agreement, up to and including the date it is determined that permanent light duty is not available with the City. Employment with the City will be terminated at that time.

(7) Employee benefits, sick leave and annual leave will continue to accrue as long as the Employee is eligible for fully salary as provided above.

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

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

(I) CATASTROPHIC LEAVE:

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

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

(b) "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 Employees and 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 (1) hour for one (1) hour credit donated.

(d) The maximum number of hours which may be transferred in any one calendar year is 100. The minimum number of hours which may be transferred in any calendar year is 24 hours. Leave will be placed in a pool. However, an Employee may transfer hours as a donation to the catastrophic leave account for use by a particular Employee or City employee who is eligible to receive the donated hours.

(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 paragraph does not prohibit an Employee from receiving leave pursuant to this Article.

(3) Request for catastrophic leave:

(a) An Employee who suffers a catastrophe as described in Section I 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 subsection 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) A request for catastrophic leave must include:

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

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

(c) An Employee may not receive any leave from the catastrophic leave

account until he or she has used all of his or her accrued annual, sick and other paid leave.

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

(4) Approval of transferring the catastrophic leave:

(a) The City Manager or his 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 or City employee who is eligible to receive such leave.

(b) The decision of the City Manager or his or her designee concerning the approval of leave pursuant to this Article is final and is not subject to the grievance procedure, judicial review or review by the City 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 an 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 City 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.

The City Human Resources Department shall maintain the records and

report to the City Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost to carry out the provisions of this Article.

(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 must be borne by the Employee.

(J) BEREAVEMENT LEAVE:

(1) Ten (10) days of full salary will be allowed an Employee for each death of a member of the immediate family as defined below. Such leave shall be charged to the employee's earned sick leave.

(2) Immediate family means a person related to the Employee within the first or second degree of consanguinity or affinity as outlined on the chart in section 281A.310 of the Nevada Administrative Code, as may be amended.

Article 12. GROUP HEALTH INSURANCE

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

(B) EMPLOYER-EMPLOYEE SHARE OF PREMIUM

(1) DAS shall pay one-hundred (100) percent of the Employee's premium for a group health insurance plan and sixty-five (65) percent of the Dependent's premium for a group health insurance plan for the cost of the plan selected by the Employee except that the City will only pay 50% of dependent coverage if the Employee elects coverage under the high deductible plan. If the City only offers a high deductible plan to its employees, then the Employees covered under this Agreement will receive a subsidy of 65% toward the covered dependent's group

health insurance premiums under that plan.

(2) An Employee will have the option of converting the health insurance coverage at the time of his or her separation from employment with the DAS by commencing to pay 100% of the total premium. The City will pay 90% of the retired Employee's group health, dental, vision and life insurance medical coverage premiums plus 50% of his or her spouse's and eligible dependents' health, dental, vision and life insurance premium except as otherwise provided below. The City agrees to cover eligible retired Employees and their 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 City employees, as modified from time-to-time.

(a) In order to be eligible for the benefits provided in this section, the Employee must have: (1) a minimum of 20 years of full time service with the City; and (2) actually retired under the PERS retirement qualifications in existence on the date of the retirement.

(b) The City shall pay premiums at the percentages set forth above in this section for:

(1) A retired Employee from the effective date of PERS retirement until death: After the retired Employee reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retired Employee will be reduced to either: (1) 50% of the "single employee with Medicare premium;" or (2) the payment to which the retired Employee would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees if the retired Employee had been eligible for insurance contribution under that policy or regulation. At the retired Employee's sole discretion, the retired Employee shall elect between these two options at the time of Medicare eligibility. Under either option, such coverage under the City's group insurance plan is secondary to Medicare coverage. In

the event Medicare age has been increased beyond age 65, the 50% payment described in this subsection will apply to the “Employee without Medicare” premium. In the event the City eliminates its policy or regulation for subsidizing payment of a retired Employee’s health insurance, any retired Employee who elected option (2) as described in this subsection will automatically revert to receiving the benefit in option (1) as described in this subsection. In order to receive payment under either option (1) or (2) as described in this subsection, the retired Employee must comply with any requirements pertaining to Medicare that are imposed by the City’s insurance carrier as a precondition to being eligible to qualify as a retired Employee covered by the insurance plan, as may be modified from time-to-time or as required by law.

(2) The spouse of a retired Employee (current at time of the Employee’s separation from the City) until death or divorce: After the spouse reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the “single dependent with Medicare” premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City’s group insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare that 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 may be modified from time-to-time or as required by law. In the event a retired Employee remarries after separation from the City, his or her spouse will not be included in the health insurance premium subsidy.

(3) Dependents of the retired Employee (current at time of the Employee's separation from the City), as the term is defined by the provisions of the City's group health insurance plan in effect at the time of the Employee's separation from employment: After the dependent reaches the eligibility age or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City's group health insurance plan is secondary to Medicare coverage. In order to receive payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare that 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 may be modified from time-to-time or as required by law.

(4) In the event of the death of the retired Employee, the spouse of the Employee will continue to receive the subsidy benefit until the spouse's death or remarriage, subject to the requirements in subparagraph 2 of paragraph (b) of section (2) above. Dependents, as that term is defined in subparagraph 3 of paragraph (b) of section (2) above, will continue to receive benefits in the event of death of the retired Employee as long as they meet the definition of dependents in the City's group health insurance plan in effect at the time of the Employee's retirement.

(5) In the event of a catastrophic injury or medical illness which forces an Employee who has not reached 20 years of full-time

service with the City to retire from service of the DAS under NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended, or as a PERS disability retirement, this benefit will be prorated for the Employee at 5% per year of service after the Employee has worked for the City for 10 years, up to a maximum of 90% and subject to the provisions of subparagraph 1 of paragraph (b) of subsection (1) above concerning the Employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten (10) years starts at 50%. The benefit under this subparagraph 5 does not apply to spouses or dependents of an Employee and does not trigger any spousal or dependent benefits under this Article.

(c) If the benefits provided to a retired Employee, his or her spouse or dependents under subsection (2) of section (B) 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 will not apply to any retired Employee or his or her spouse or dependents then receiving the benefits, and the retired Employee or his or her spouse or dependents will continue to receive the benefit on the basis specified by this Agreement in effect as of the date of the Employee's retirement.

(C) The provisions of this Article are made in exchange for a permanent 2% reduction in the cost of living increase that was due July 1, 2013 in the Employees' biweekly base salary and is therefore in effect on this same date. If the retirement benefits provided for in this Article are eliminated, the 2% permanent reduction in the Employees' biweekly base salary will be restored on the effective date of elimination of these benefits and will include compounded interest (based on prime rate) accrued from July 1, 2013 to and including the date of the benefits elimination.