LABOR AGREEMENT

between

CITY OF YERINGTON
14 East Goldfield Ave
Yerington, Nevada 89447
Lyon County
State of Nevada

and

YERINGTON POLICE OFFICERS ASSOCIATION
227 South Main Street
Yerington Nevada 89447

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July 1, 2026 to June 30, 2027

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AN AGREEMENT BETWEEN
THE YERINGTON POLICE DEPARTMENT
CITY OF YERINGTON
AND THE
YERINGTON POLICE OFFICERS ASSOCIATION

PREAMBLE

WHEREAS, the Yerington Police Department is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City of Yerington; and

WHEREAS, both the City of Yerington and its Police Officers have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its Police Officers, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and the members of the Yerington Police Officers Association; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority or management rights vested in the City by the statutes of the State of Nevada; and

WHEREAS, the parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in this Memorandum of Agreement.

NOW THEREFORE, the parties do agree as follows:

ARTICLE 1

RECOGNITION

A. Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statues as amended, the Yerington Police Department, and the City of Yerington, hereinafter referred to as "City", recognizes the Yerington Police Officers Association, hereinafter referred to as the "Association", as the exclusive representative of the eligible Police Department employees as hereinafter defined for the purpose of collective bargaining agent for members of the Yerington Police Department in the bargaining unit.

B. Only members in good standing with the Association Bargaining Unit are eligible to vote on the contents of this contract drawn as the result of collective bargaining.

ARTICLE 2

SCOPE OF AGREEMENT

A. Bargaining Unit

1. The term "employee" as used in this Agreement applies to all sworn police officers at the rank of Lieutenant and below who are employed by the City of Yerington as members of the Yerington Police Department, excluding however, appointive and other administrative employees, temporary employees, and other non-sworn confidential employees.

B. List of Eligible Classes

- Lieutenant/Patrol - Police
- Sergeant/Patrol – Police
- Investigator/Patrol – Police
- Patrol Officer – Police

C. The total number of officers and the rank of each shall be determined by the City

D. There is no requirement that an officer reside within the City Limits

ARTICLE 3

PAYROLL DEDUCTIONS

A. The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card, such amount as has been designated by the Association as Association dues and is so certified by the Treasurer of the Association. The Association will certify to the City, in writing, the current rate of membership dues thirty (30) days prior to the effective date of such change. The City may require the submission of new deduction authorization forms when the Association increases its membership dues.

B. Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deduction. The Employee's authorization for such deduction is revocable at the will of the employee, as provided by the law, and may be so terminated at any time by the employee giving thirty (30) days written notice to the City and the Association or upon termination of employment.

C. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.

D. The City will not be required to honor any payroll deduction authorizations that are delivered to the Payroll Clerk after the beginning of the pay period during which the deductions should start.

E. The Association agrees to refund to the City any moneys paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

F. The City will not be held responsible for dues not paid if the employee has not signed an authorization for withholding or the City has not been notified in writing that such withholding is authorized.

ARTICLE 4

STRIKES, LOCKOUTS, CONTRACTING, AND SUCCESSOR CLAUSE

A. The Association will not promote, sponsor, or engage in any strike or any slowdown, interruption of work or operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, against the City, regardless of the reason or reasons for so doing, and said Association will make its best efforts to induce all employees covered by this Agreement to comply with this pledge.

B. The City will not lockout any employees covered hereunder as a result of a labor dispute or any other disagreement with the Association.

C. All employees shall keep the City as their first priority employer, Employees must obtain approval in writing from the Chief of Police before accepting or engaging in any outside employment.

ARITCLE 5

HOLIDAYS AND HOLIDAY PAY

A. The City and the Association agree that the following shall be observed as holidays

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth (June 19)
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Any holiday as declared by the President of the United States, Governor of the State of Nevada or the Yerington City Council.

B. Holidays will be observed on the day listed in Section A.

C. All full-time employees who are employed on a forty (40) hour week, shall be entitled to paid time off for holidays listed in Section A.

D. Employees who work on a holiday listed in Section A as part of their regular work schedule on such a holiday shall be paid double time and one half their regular base hourly rate as their sole compensation for working the holiday.

E. Employees who's regularly scheduled day off falls on a holiday listed in section A shall receive straight time pay relative to their current shift schedule, whether that be eight (8) hours, ten (10) hours, or twelve (12) hours.

F. Employees who are called out or work overtime on a holiday shall be compensated at the rate of three (3) times their regular base rate.

ARTICLE 6

ANNUAL LEAVE

A. The City and the Association agree that annual leave is provided to employees for purposes of rest and relaxation from their duties and for attending to personal business.

B. Employees shall be eligible to take accrued annual leave after completion of twelve (12) months and up to five (5) years of continuous full-time service. For the first five years of continuous employment, annual leave shall accrue at the rate of 2.23 hours per pay period during which an employee is in a paid status, excluding overtime. After five (5) years and up to ten (10) years of continuous service, annual leave shall accrue at the rate of 4.62 hours, per pay period during which an employee is in a paid status, excluding overtime. After ten (10) years and up to fifteen (15) years of continuous service, annual leave shall accrue at the rate of 5.54 hours, per pay period during which an employee is in a paid status, excluding overtime. After fifteen (15) years of continuous service, annual leave shall accrue at the rate of 6.46 hours, per pay period during which an employee is in a paid status, excluding overtime.

C. Annual leave may be accumulated in accordance with established City policy. Any accrued annual leave which exceeds the allowed maximum established by the City policy shall be forfeited on the anniversary date of hire, unless it is determined that the employee requested and was denied leave because of the needs of the agency. Should this occur, the employee and Chief of Police shall coordinate a specific schedule for use of the excess leave of no more than 80 hours within 90 days or may authorize payment for leave excess. Employee must provide documentation to support the denial as reasoning.

D. Employees who leave the services of the City are entitled to payment for the accrued, unused annual leave in accordance with established City policy.

E. Upon the death of an employee, the City will make a lump sum payment of accrued, unused annual leave to the employee's most recently designated beneficiary on file with the City or, if beneficiary has not been designated by the employee, to the employee's estate.

ARTICLE 7

SICK/BEREAVEMENT LEAVE

A. The City and the Association agree that all full-time employees shall accrue 4.615 hours of sick leave per pay period, one hundred twenty (120) hours annually, maximum. Employees shall be paid their current hourly rate for each hour of sick leave used.

B. Upon approval of the City, sick leave may be used by employees:

1. Who are incapacitated from the performance of their duties by illness or injury, or
2. Whose attendance is prevented by public health requirements, or
3. Who are required to absent themselves from work for the purpose of keeping an appointment with a doctor, or
4. Who are required to absent themselves from work to attend the funeral of a family member within the third degree of consanguinity, five (5) days limit per event, or
5. Who are required to absent themselves from work to personally care for, or attend to, a member of their immediate family as defined in Section E below in those medical emergencies which require the employee's prompt attention. Emergency leave shall be taken as sick leave, limited to a total of not more than seven (7) days per annum, or more depending on staffing at the discretion of the Police Chief.
6. The above limitation on the use of sick leave pay may be waived by the City in the event of extenuating circumstances.

C. All sick leave shall be approved by the Chief of Police or his immediate supervisor. Employees who do not become ill on the job shall call in as required by Police Department policy, and at least sixty (60) minutes before the beginning of their shift.

D. Any full-time employee who has exhausted his accumulated sick leave may use annual leave or, with the approval of the Police Chief, be granted leave without pay.

E. Immediate family shall be defined as the spouse, parent, brother, sister, child, stepchild, mother/father-in-law, or any other relative of the employee who has resided with the employee immediately preceding the event or condition for which family sick leave is requested.

F. Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If employees have been incapacitated for a major portion of the sick leave time taken they may be required to provide evidence of being physically, mentally, and emotionally able to perform their duties before returning to work.

Claiming sick leave when fit for duty or when not otherwise eligible for sick leave within the provisions of this section is cause for disciplinary action, including cancellation of leave benefits, suspension, demotion or termination.

G. The total accrued sick leave shall be in accordance with the City policy allowing unlimited sick leave to be held on the books.

H. If an employee on annual leave suffers an illness or injury which requires medical treatment from a health care provider, the employee may elect to charge that time to accumulated sick leave provided the employee furnishes the Chief of Police with a certificate issued by the health care provider providing treatment.

I. Any employee using eight (8) hours or less of sick/family sick leave during the fiscal year shall be entitled to three (3) personal days off with pay to be used or lost within the following fiscal year. Any employee assigned to 12-hour shifts using twelve (12) hours or less of sick/family sick leave during the fiscal year shall be entitled to two (2) personal days off with pay to be used or lost within the following fiscal year.

J. Sick leave/retirement: Upon Nevada PERS retirement from the City of Yerington, covered officers with ten (10) or more years of service shall be entitled to payment for unused sick leave in excess of thirty (30) days, calculated using the employee's basic hourly rate of pay as of the effective date of the Nevada PERS retirement, but not to exceed the following:

FOR TEN (10) YEARS BUT LESS THAN FIFTEEN (15)
NOT TO EXCEED $5,000.00

FOR FIFTEEN (15) YEARS BUT LESS THAN TWENTY (20)
NOT TO EXCEED $7,000.00

FOR TWENTY (20) YEARS BUT LESS THAN TWENTY-FIVE (25)
NOT TO EXCEED $8,000.00

FOR TWENTY-FIVE (25) YEARS OR MORE
NOT TO EXCEED $10,000.00

K. Upon the death of an employee, the City will make a lump sum payment of accrued, unused sick leave to the employee's most recently designated beneficiary on file with the City or, if beneficiary has not been designated by the employee, to the employee's estate. Payment not to exceed $10,000.00.

ARTICLE 8
MILITARY LEAVE

A. An employee having a reserve status in any of the regular branches of the Armed Forces of the United States, the Nevada National Guard, United States Coast Guard or Auxiliary, or the Civil Air Patrol (United States Air Force Auxiliary), upon request to serve under orders for emergency deployment shall be granted military leave according to the provision set forth in NRS 281.145. Any such absence shall not be deemed to be annual vacation. Military leave may be granted for up to fifteen (15) calendar days for required annual training. An employee taking military leave will be paid his normal salary upon receipt of his military pay endorsed to the city of Yerington.

B. Should the military leave extend beyond the time authorized in NRS 281.145 or Paragraph A, the employee shall take leave without pay or sign a waiver indicating he/she voluntarily agrees to have the additional time charged against available annual leave.

C. The City may reschedule the employee's regular days off so that they coincide with his/her weekend drills in order to provide in the City with forty (40) hours of available employee work time. Employees shall notify the Police Department at least 30 days in advance of all scheduled training so shifts can be scheduled to preclude the necessity of overtime coverage.

D. Employees who are members of the Yerington Fire Department, the Lyon County Search and Rescue or the Civil Air Patrol may participate in emergency call outs without loss of salary. If extended time over eight (8) hours is needed, it must be authorized by the Chief of Police or his designated supervisor before continuing on emergency status.

ARTICLE 9

GRIEVANCE PROCEDURE

The purpose of the following provisions is to set forth, simply and clearly, the methods and procedures for the various types of disputes that may arise between the parties hereto. The following provisions shall govern the conditions of a grievance appeal.

A. Grievance Defined: A grievance shall be defined as a dispute between the Association or an employee and the Police Department regarding the application or interpretation of a provision of the Collective Bargaining Agreement between the City and the Yerington Police Officers Association, or of a Police department rule, written order or regulation, or regarding discipline imposed upon an employee. A grievant may have a representative or his/her choice at any or all steps at grievant expense.

A grievance shall be handled in the manner set forth herein. Other disputes which may arise between the City and its employees, which do not meet the definition of a grievance, shall be handled in the manner set forth in City policy for resolving such disputes.

B. Applicable Law: The City expressly recognizes and incorporates by reference as part of this Agreement the provisions of NRS 289, Peace Officers and Other Law Enforcement Personnel.

C. Grievance Procedure: All grievances shall be filed in writing, shall be dated as of the date filed, and shall specify the Collective Bargaining Agreement provisions, the City rule, written order, or regulation alleged to have been violated. The grievance shall also specify the facts, including names and dates, which are alleged to constitute the violation.

1. Step One: Within fifteen (15) calendar days of the event giving rise to a grievance or knowledge of an event, the grieved employee will in writing present the grievance to his/her department head for review. The department head shall, within fifteen (15) working days of receiving the grievance, render a written decision to the grievant. Both parties can mutually agree in writing to extend the timeline.

2. Intermediate Step: In the event there are intermediate levels of supervision between the supervisor with whom the grievance is filed and the Chief of Police, or City Manager, as appropriate to the grievant chain of command, either the grievant or the supervisor with whom the grievance is filed may request an informal meeting between the grievant and the intermediate supervisor to discuss the grievance in an effort to resolve the dispute. Such meeting shall not be required by a supervisor unless the intermediate supervisor has the authority to resolve the issue. In the event such a request is made by either party for

such a meeting, the time for the transmittal of the grievance to Step Two of this procedure will not begin until such a meeting is concluded, with the grievance still unresolved.

3. Step Two: In the event the grievant is not satisfied with Step One written response to the grievance, the grievant may initiate Step Two of the grievance procedure by transmitting the grievance to the Yerington City Manager within fifteen (15) calendar days of receipt of the written response provided in Step One. If a grievance is forwarded to Step Two of this procedure, the Yerington City Manager shall review and/or investigate the grievance and shall schedule a meeting with the grievant and appropriate representatives if request, within ten (10) calendar days of the receipt of the grievance at Step Two, for the purpose of attempting to resolve the dispute. If the dispute is not resolved at this meeting, the Yerington City Manager shall submit to the grievant, in writing, within twenty (20) calendar days of the filing at Step Two, a final response to the grievance.

4. Step Three: If the grievance is not resolved at Step Two of the procedure, and the grievant desires to submit the dispute to the Yerington City Council for final resolution, the time for his/her appeal shall begin with the receipt of the response of the Yerington City Manager. Within thirty (30) calendar days of receipt of the written answer by the Yerington City Manager, the aggrieved party may appeal the decision to the Yerington City Council filing with the Yerington City Clerk a written statement of his/her intention to appeal, including sufficient details of circumstances surrounding the grievance. Grievance appeals shall be heard by the Yerington City Council and their finding shall be final and conclusive.

   Following notice of appeal, the Yerington City Clerk shall immediately notify the Mayor of the City of Yerington. If the date of the next regularly scheduled meeting of the Council is more than fifteen (15) calendar days from the date of the appeal is filed, the appeal shall be heard at the earliest possible date established by the Council.

5. Grievance Resolution:

   (A) Reduction in Discipline: If the decision of the Chief of Police, the Yerington City Manager, or the Yerington City Council is to reduce the discipline, then the originating supervisor who handed out the discipline will be directed to rewrite the decision and place in the appropriate employee file.

   (B) Exoneration of Discipline: If the decision of the Chief of Police, the Yerington City Manager, or the Yerington City Council is to remove all discipline, but to sustain the complaint, the originating supervisor will be directed to rewrite the Adjudication of Complaint. The new Adjudication of Complaint will show a disposition of "sustained" however, in the discipline description, "none" will be noted and in parenthesis after the word "none" will be "by the direction of appeal to the Chief of Police, Yerington City Manager, or Yerington City Council" whichever is appropriate.

(C) Exoneration of Discipline and Sustained Complaint: The exoneration of discipline and the sustained complaint can be authorized by the Chief of Police. The Yerington City Manager or the Yerington City Council may also exonerate the discipline and the sustained complaint if the grievance has been appealed to their level. If the discipline and sustained complaint are reversed in favor of the employee, the Personnel file of the employee will be purged of all references to the investigation.

D. Time Limits: In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a holiday.

1. Failure on the part of the appellant to process the grievance to the next step within the time limits established in the preceding paragraphs presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. However, in the event an employee is unavailable during the response period, the employee may authorize, in writing, the Association to respond on the employee's behalf.

2. Failure on the part of the City's representatives to answer the grievance in the time limits established in the preceding paragraphs presumes that the satisfaction requested will be provided. However, in the event the City representative is unavailable during the response period, the City may designate, in writing, another representative to respond to the grievance.

3. Time limits specified in this grievance procedure may only be extended by written agreement of both parties.

4. If a grievance is not filed or processed within the time limits set forth above, it will be deemed withdrawn with prejudice, unless the time limitations established are waived or mutually extended by the parties.

E. Documentation: A copy of any grievance shall be forwarded to the Association immediately upon its submission as set forth in this Article. The City shall establish procedures for the maintenance, control, and adjustment of grievance records.

ARTICLE 10

WAGES

OFFICERS

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
FY 25-26	$28.70	$29.70	$30.71	$31.82	$32.93	$34.08	$35.27	$36.50	$37.78	$39.10
FY 26-27	$28.99	$30.00	$31.02	$32.14	$33.26	$34.42	$35.62	$36.87	$38.16	$39.49

SERGEANTS

FY 25-26	$36.78	37.70	$38.64	$39.61	$40.60	$41.62	$42.66	$43.7	$44.82	$45.94
FY 26-27	$37.15	$38.08	$39.03	$40.01	$41.01	$42.04	$43.09	$44.16	$45.27	$46.40

LIEUTENANTS

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
FY 26-27	$43.45	$44.54	$45.65	$46.79	$47.96	$49.16	$50.39	$51.65	$52.94	$54.27

A. As used in the qualifications for each position below, the determination of what constitutes a "similar law enforcement agency" or an "area relevant to duties assigned" shall be in the sole and absolute discretion of the Chief of Police and shall not be subject to grievance.

B. Base pay rates shall be as specified in Article 10. There will be a Cost-Of-Living-Adjustment (COLA) increase to the FY 2026-2027 of 1% effective the first full pay period after July 1, 2026 for existing and current employees that are employed at the date of this agreement being executed by both parties. Employees shall be eligible for step advance on their anniversary dates.

Existing employees transitioning from the former "Grade" pay system will be placed on the nearest step of FY 2025-26 wage table, not to be below their existing base rate of pay, before adjustment for the FY 2026-2027 COLA.

C. Employees in good standing who have served continuously in their assigned step for a minimum of one (1) year will be entitled to move to the next higher step level, not to exceed Step 10. The employees move to the next higher step will be awarded automatically on the employee's date of hire or annual anniversary date of promotion, should one occur. In the case of a promotion, the promotion date will serve as the new step anniversary date.

D. Upon promotion to a different classification with a higher pay grade (example from Patrol Officer to Sergeant) the employee shall be placed at the lowest step in the new classification which provides at least a ten percent (10%) pay increase, however, that employees pay shall not exceed the top step in the salary schedule of the new classification.

E. Shift Differential Pay is monetary compensation paid to officers when they are working in the following assignment categories:

Employees who work between the hours of 1800-0600 hours will be entitled to a shift differential pay of $3.00 per hour.

F. Effective the first full pay period after July 1, 2026, the City shall compensate all personnel requested to be on call at a rate of $3.00 per hour on call excluding regular scheduled working hours.

G. When an employee is required to use his/her personal vehicle for travel to training or other police related functions outside the Yerington area, he/she will be reimbursed at the per mile rate set by the Nevada Legislature for State employees and officials.

H. Responsibility Pay: Employees in the following assignments will receive a Responsibility Pay equal to the specified percentage of their base pay rate during each pay period they hold the assignments. For a new assignment, the employee will receive the responsibility pay beginning with the first pay period following the assignment. Responsibility Pay cannot be combined for multiple assignments.

The Police Chief shall have full discretion to make the assignment or remove someone from such assignment and is not subject to appeal through the Grievance or other process. There shall be a six (6) month probation period upon selection during which the officer's performance will be evaluated.

1. **Field Training Officer (FTO):** 1.5%
2. **School Resource Officer (SRO):** 1.5%
3. **Joining Forces Manager (JFM):** 1.5%
4. **Bilingual:** 1.5% An officer who is expected to fluently speak, read, or write in Spanish in the performance of his/her job duties. Officers receiving bilingual responsibility pay are mandated to translate/communicate for department needs during their regularly scheduled work hours.
5. **Evidence Officer:** 1.5%
6. **Drug Recognition Expert (DRE):** 1.5%
7. **Certified Instructors:** 1.5% Assignments include Range Master, Baton, Less Lethal, O.C., Taser, DT's, SFST's, EVOC.

Special Assignment Pay – Employees placed in a special assignment shall receive Special Assignment Pay listed below. Special Assignment Pay may be combined with Responsibility Pay, not to exceed a combined total of 4.0%.

1. **Canine Officer (K-9):** 2.5%. K-9 Officer shall receive responsibility pay plus $425.00 per month for the care and maintenance of the canine for an annual total of $5,100.00. The city will pay for veterinarian maintenance cost for the care and health of the canine. No further compensation for the care and maintenance will be granted without the approval of management. Such pay will continue for the duration of the assignment.
2. **Investigator:** 2.5%
3. **Acting Pay:** If an Officer is assigned by the Chief of Police to assume the duties of a supervisor, regardless of the length of time the Officer is assigned that role, the Officer shall be paid at the lowest step of the higher rank (step) that provides at least a five percent (5%) pay increase. This increase will remain in effect as long as the Chief or their designee requires that Officer to assume those duties of a supervisor.

I. Lateral Hires: At the Police Chief's discretion, he or she may hire a new employee at a pay rate commensurate with the employee's law enforcement experience, training, education, or any combination thereof.

J. Longevity: Employees who have met or exceed the standard performance on their annual evaluation and are at the top step of their salary grade will receive a longevity bonus of two percent (2%) paid at the same schedule as regular pay cycles, beginning on the first pay period following the employee's anniversary date.

K. Physical Fitness: Employees who successfully complete the physical fitness evaluation adopted by Nevada POST for category 1/3 POST certification administered by the Yerington Police Department shall receive $500 in the first pay period of the new fiscal year. A signature by the Chief of Police on the physical fitness evaluation form and request for payment will satisfy the City's need for proof of completion. The standards for successful completion of the physical fitness evaluation and any denial are not negotiable or subject to the negotiated grievance procedure.

L. PAID MANDATORY TRAINING

1. Any training which is mandated by the Department or State of Nevada to maintain the Officer POST Certificate shall be paid by the department. If the Officer is attending the mandatory training on a regular scheduled day off or during off-duty hours the Officer shall be paid at the overtime rate for all hours spent in training aa provided in Article 5 of this Agreement. If an Officer is attending training while on duty, the Officer will receive the straight time hourly rate.
2. Nevada POST requires 24 hours of training per year. In addition, there will be an additional four (4) hours of mandatory training every year. This training will consist of practical scenarios involving: Department use of force, defensive tactics, ASP/Baton, Taser, and OC.
3. The Yerington Police Department and the Association understand the importance of maintaining proficiency with a duty weapon, therefore the Yerington Police Department will hold department firearms qualification at least quarterly.

4. Food per diem rates will be paid out per meal in accordance with the rate set by www.gsa.gov. Breakfast per diem will be paid if travel is before 8:00 a.m. Lunch per diem will be paid if travel is between 10:00 a.m. and 1:00 p.m. Dinner per diem will be paid if travel is after 6:00 p.m.

F. Compensatory Time: Compensatory time will not exceed 120 hours. In the event that scheduling of annual leave and compensatory leave create inadequate staffing, annual leave requests will take precedence. Employees shall be allowed to schedule times of their choice whenever practicable, provided the staffing needs of the department can be met as determined by the Police Chief or their designee. Compensatory time must be used within 180 days of being accrued, or the employee may request payment of accrued compensatory time.

ARTICLE 11

EDUCATIONAL INCENTIVE PAY

A. Each employee having a certificate of completion for the following POST training will be paid an annual incentive as follows:

Intermediate POST	$200.00
Advanced POST	$350.00
Supervisor POST	$450.00
Management POST	$600.00

POST certification payments may not be combined. Payment will be made based upon the highest qualifying level achieved.

B. Educational incentive pay will be paid upon presentation of a certificate of completion to the Police Chief.

Allowable college degrees are as follows:
Criminal Justice (including Juvenile Justice), Criminology, Police Science, Homeland Security, Computer Science/Cybersecurity, Forensic Science, Accounting/Finance, Psychology, Sociology, Foreign Languages, Public Administration, Business Administration, Legal Studies/Law, Political Science, Human Services, and Wildlife Science. Any degree outside of those listed above will be reviewed on a case by case basis by the Chief of Police to determine their pertinence to law enforcement.

Associates Degree	$200.00
Bachelor's Degree	$350.00
Master's Degree	$600.00

This bonus will be paid in the second pay period of July. Educational incentive payments may not be combined for multiple degrees or certificates. Payment will be made based upon the highest qualifying level achieved.

POST Certification Pay and Educational Incentive Pay are eligible to be combined.

ARTICLE 12

LIFE INSURANCE BENEFIT

A. The City Shall provide a death benefit policy for each covered employee, payable to the beneficiary designated by the employee in the amount of $100,000.00. This insurance shall be in addition to any death benefits accruing to the employee by virtue of their employment.

ARTICLE 13

UNIFORM & EQUIPMENT ALLOWANCE

A. Effective the first full pay period after July 1, 2022, the City shall pay each existing employee a yearly Uniform and Equipment allowance of $2,000.00. Upon hire of a new employee, employee may opt for either upfront uniform allowance of $2,000.00 or elect to receive quarterly payments as scheduled in Article 13, Section B.

B. Uniform Allowance will be paid quarterly on the following dates:
   July 1st
   October 1st
   January 1st
   April 1st

C. The City shall provide each employee with protective body armor (a bullet proof vest) consisting of a minimum threat level III-A with trauma plate. Each employee may elect to purchase a vest with a higher threat level. In that event, the City will reimburse the employee up to $1,500.00.

D. An employee residing outside the corporate limits of the City, but within 15 road miles of Yerington City Hall, may take a patrol vehicle home with permission of the Chief of Police of designee.

ARTICLE 14

JURY PAY – COURT PAY

A. Employees called to jury duty during a normally scheduled shift shall receive their regular pay. Those persons called but not selected to serve on the jury shall report back to work when excused. Any jury pay received by the employee will be turned over to the City.

B. Employees subpoenaed to appear during a normally scheduled shift as a witness in a criminal proceeding connected with official duties, and who are not a party in such criminal proceeding, shall receive their regular pay, providing that all witness fees or pay are either not claimed or returned to the City. Employees shall report to work when excused.

C. Employees subpoenaed to appear as a witness during their off-duty hours in any court or administrative hearing shall be paid overtime for time spent in the administrative hearing or court and/or in conference when required by the District Attorney or City Attorney.
Employees shall be paid one hour of overtime for responding to a subpoena duces tecum. The payment shall be at the Employee's regular overtime rate for the actual hours for which they are required to be available for an administrative hearing, court and/or conference, or two (2) hours, whichever is greater.

D. If an employee is subpoenaed or required to appear in court or an administrative hearing for the purposes set forth in Sections B or C of this Article 14 during the employee's off-duty hours, and the subpoena is canceled less than 24 hours prior to the scheduled appearance, the officer will be compensated two (2) hours of overtime pay.

ARTICLE 15

MEDICAL BENEFITS

The City shall pay up to a maximum cap for employee-only premium for group health insurance including hospitalization, vision and dental insurance as established for all City of Yerington employees for the term of this agreement as follows:

	If the Employee Selects	*City Capped Contribution*
a.	Any deductible plan	$1,124.95/month for FY 2026-2027

1. The employee shall be liable via automatic payroll deduction for any increases above the above monthly premium and all of the cost of the premium for group health insurance dependent coverage, except as otherwise described in ARTICLE 15, SECTION 3. Upon termination from City employment the employee shall have the option of continuing group insurance coverage at their sole expense under the terms and conditions of COBRA.

2. The City agrees to pay one hundred percent (100%) of group health insurance premiums for all employees with 25 years of full-time service, or eighty percent (80%) for all employees with 20 years of full-time service, who retire from the Yerington Police Department and are eligible to receive retirement benefits through the Public Employee's Retirement System (PERS). 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. Participation in the City's group health insurance coverage is extended to spouses-dependents of retired employees by election and at the expense of the retired employee.

3. The City agrees to pay up to two hundred fifty dollars ($250.00) maximum of dependent health insurance premium per employee per month, for employees who elect dependent health insurance coverage under the City plan. The limit of $250.00 per month maximum may not be combined for employees married to another City employee. This contract provision regarding the City paying $250.00 of dependent health insurance premium expires and is of no further effect at the conclusion of this agreement if the parties do not mutually agree in writing to continue this benefit in the succeeding agreement

ARTICLE 16

DISABILITY

A. When an employee is eligible at the same time for benefits under Chapters 616 or 617 of the Nevada Revised Statutes (NRS) an or any sick leave benefit under this Agreement, the employee shall be covered by a worker's compensation program of the city's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Disease Act (NRS Chapter 617), and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

B. In the event an employee is absent from work due to a service-related disability, approved pursuant to NRS Chapters 616 or 617, the employee may receive, in addition to the benefit provided pursuant to Chapters 616 or 617, supplemental compensation from the City commencing the first day the employee is absent from work, but not to exceed 90 working days. During this period, the employee shall not be required to use any accrued sick leave. Such Supplemental compensation shall be in an amount equal to the difference between the benefit receive pursuant to NRS Chapters 616 or 617, exclusive of the reimbursement of medical or hospital expenses, and the employee's salary prior to the service-related injury of illness. Successful completion of the probationary period is required to qualify for the supplemental compensation from the City.

C. After the ninety (90) day period specified in paragraph B above, the amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his or her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under NRS Chapters 616 or 617 for that pay period.

D. If an employee elects to use accrued sick leave while receiving benefits under NRS Chapters 616 or 617 the amount of sick leave charged such employee as taken during each pay period shall be equal to the difference between the benefit received pursuant to Chapters 616 or 617, exclusive of reimbursement or payment of medical or hospital expenses, and the employee's salary prior to the injury or illness.

E. An employee may decline to use any or part of the sick leave benefit normally payable to him or her while receiving benefits under NRS Chapters 616 or 617. During such period of time, the employee shall be considered on leave of absence without pay.

ARTICLE 17

RETIREMENT

All employees shall participate in the Public Employees Retirement System (PERS) of the State of Nevada, in accordance with the rules of that system. The City shall comply with all the provisions of NRS 286.421 for the purpose of paying the employees' retirement contribution, but will not pay for the purchase of additional service credit.

ARTICLE 18

REDUCTION IN FORCE

A. Whenever it is determined that a layoff of employees will occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and estimated length of the layoff period, to the Association at least thirty (30) calendar days prior to the effective date of layoff of employees as set forth in Paragraph B-2, below.

B. Layoffs shall be accomplished as follows:

1. Casual, temporary and initial employment probational employees shall be laid off first.

2. Notice of layoff: All permanent employees to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date. Such notice shall, at a minimum, be sent to the affected employees by U.S. Mail to the address of the affected employee on file with the City.

3. Whenever it is determined that a layoff of employees shall occur, the City agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

4. All layoffs shall be according to seniority, with those whose date of hire is the most recent being the first laid off, progressing in order of seniority.

ARTICLE 19

HOURS

A. The work period shall begin at 0001 hours on Sunday and end 14 days (336 hours) later at 0000 hour on Saturday. For employees assigned to 12-hour shifts the work period shall begin at 1801 hours on Sunday and end 14 days (336) hours later at 1800 hours on Sunday.

B. A shift shall be defined as the span of hours during which an individual, is assigned to work. Employees will be notified of a change in their shift assignment at least twelve (12) hours in advance of that change unless there is an emergency as defined by departmental policies. An employee shall be paid at their regular hourly rate for up to 84-hours per pay period.

C. Overtime pay is defined as additional compensation earned by an employee who works over 84 hours in a 14-day work period. The employee will be compensated at time and one-half (1-1/2) their regular hourly rate of pay for overtime hours worked.

D. If sick leave or annual leave is taken during a pay period where an employee has accrued more hours than regularly scheduled on actual worked shifts, the employee will be paid for the overtime worked during that pay period.

E. The Chief of Police or their designated representative may call back one or more members of the Police Department. For purposes of this paragraph, call-back pay is defined as compensation earned for returning to duty after an employee has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than twelve (12) hour notice. When an employee is called back to work, the employee shall be paid overtime for a minimum of two (2) hours regardless of having worked less than two (2) hours, or for the amount of time actually worked, whichever is greater.

F. An employee who works less than two (2) hours on the initial call-back and is called back a second time during the initial two-hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed two (2) hours, in which case he shall be paid for the aggregate time so worked. In the event an employee is called back for a second time after the expiration of two (2) hours from the first call-out, he shall be paid for a minimum of two (2) hours for each call-out.

ARTICLE 20

SENIORITY

A. Employees on the City's payroll as of the earlier date who have not had a break in service, shall have seniority. Police Department seniority will be considered for "B" and "C" below.

B. In the selection of days off and vacation leave preference, first choice shall be given those employees holding the greatest seniority as determined in accordance with Paragraph "A" above.

C. In the determining of eligibility for promotional examinations, the service tie requirements are to be computed accordance with Paragraph 'A" above. However, the City may consider prior law enforcement experience as well as other criteria as qualifications for promotional examinations provided the employee has a minimum of two (2) years of continuous service with the City.

ARTICLE 21

SAVINGS CLAUSE

A. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

B. This Agreement shall become effective only when ratified by the Association, approved the City Council of Yerington and signed by the designated representatives of the City and the Association.

C. This Agreement shall remain in effect until otherwise cancelled or amended.

ARTICLE 22

CONTRACT/CITY POLICY, OR RULE DUPLICATION

The City and Association agree that matters subject to bargaining under NRS 288.150 which are in this contract will supersede any corresponding City rule, policy, directive, or regulation for city Employees represented by this Association.

A. **Shared Arbitration Costs:** If an employee requests an arbitration hearing due to a disciplinary issue, including but not limited to termination, the Association and the City will equally share the cost of the arbitrator and court reporter (50/50).

B. **Association Business:** Association Board Members shall receive compensation at their regular hourly rate for authorized participation in meetings with City officials concerning contract negotiations or other official Association matters. All authorized time for such business that falls outside the employee's regular work schedule or on a scheduled day off shall be compensated at the premium overtime rate.

ARTICLE 23

TERM

This agreement shall be effective the first full pay period following ratification after July 1, 2026 and expire on June 30, 2027

YERINGTON POLICE DEPARTMENT

CITY OF YERINGTON

7-2-2026

JOHN J. GARRY, MAYOR — DATE

July 1st 2026

SHAWN CLANTON, CHIEF OF POLICE — DATE

YERINGTON POLICE OFFICER'S ASSOCIATION

30 JUN 26

STEPHANIE HAAS — DATE