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CARSON CITY RECORDER

MC DEP [Signature]

2017-2021  
AGREEMENT

between

CARSON CITY

and the

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

(July 1, 2017 - June 30, 2021)

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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, Northern Nevada Lodge #8 (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.

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(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 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 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.

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(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 members of the Association's Executive Board 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 members of the Association's Executive Board. 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 salary range for a DAS Officer is \$49,713 to \$74,569.

(B) **MERIT INCREASE**

An Employee who receives a performance evaluation of "Meets Expectations" or better is eligible for a merit increase as follows:



- “Meets Expectations” 3% of base pay
- “Above Expectations” 4.5% of base pay
- “Outstanding” 5.5% of base pay

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. 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 regular 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) 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)** The following provisions apply to Employees with an effective date of membership into the Nevada Public Employee's Retirement System (hereinafter referred to as "PERS") on or before June 30, 2008:

- (1) Except as otherwise provided in Nevada Administrative Code ("NAC") 284.214, "call-back pay" is defined for the purposes of this Agreement as compensation earned for returning to duty after an Employee has completed his or her regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice.
- (2) Scheduling the 12-hour rule set forth in subsection (1) of this section will be activated by the electronic call-out required for the shift scheduling from the DAS Chief. Any electronic response system must comply with the 12-hour rule and not allow the Employee call-in response to govern notification for purposes of

the 12-hour rule.

(3) The DAS Chief may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours' notice to request a return to duty, if the DAS Chief has knowledge more than 12 hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.

(B) The following provisions apply to Employees with an effective date of membership into PERS on or after July 1, 2008:

(1) Except as otherwise provided in NAC 284.214, "call-back" is defined for the purposes of this Agreement as compensation earned for returning to duty after an Employee has completed his or her regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any Employee who is: (1) called into work while on standby status; (2) not required to leave the premises where he or she is residing or located at the time of notification in order to respond ; or (3) called back to work if the work begins one (1) hour or less before or after his or her scheduled work shift.

(2) "Emergency" is defined for the purposes of this Agreement as a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the City Board of Supervisors or its designee.

(3) Scheduling the 12-hour rule set forth in subsection (1) of this section will be activated by the electronic call-out required for the shift scheduling from the DAS Chief. Any electronic response system must comply with the 12-hour rule and not allow the Employee call-in response to govern notification for purposes of the 12-hour rule.

(4) The DAS Chief may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours' notice to request a return to duty, if the DAS Chief has knowledge more than 12 hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.

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(C) The following provisions apply to Employees with an effective date of membership into PERS on or after January 1, 2010:

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

(2) "Emergency" is defined for the purposes of this Agreement as a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent and mitigate the endangerment of lives, health or property. Such an emergency must be declared by the City Board of Supervisors or its designee.

(D) An Employee who is called back to work before or after his or her regular work schedule will receive a minimum of two (2) hours pay at the rate of one and one half (1.5) times the current contract salary. An Employee who has returned home and is out of service after a call-back will receive a minimum of two (2) hours pay at the rate of one and one half (1.5) times the current contract salary for each successive call-back up to a maximum of eight (8) call-backs within a 16-hour period or 12 call-backs within a 24-hour period. An Employee who receives a successive call-back prior to returning home and going out of service will not receive call-back pay for the successive call-back, but will receive pay at time and one half for all hours worked.

(E) 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, depending upon the date the Employee joined the Public Employee's Retirement System, 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. 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.

(F) Any Employee who is eligible to receive call-back pay or overtime may elect to convert his or her call-back pay or overtime 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 pay status.

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## **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	240 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 two hundred and forty (240) 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 two hundred and forty (240) hours is accumulated or the amount of annual leave in excess of two hundred and forty (240) will be forfeited. If the previously approved scheduled leave is canceled by the DAS 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 the cancellation of approved leave by the DAS must be allowed to accrue beyond the two hundred forty (240) hour maximum or, if elected at the Employee's discretion, may be paid at the Employee's regular hourly rate for the hours in excess of the two hundred forty (240) hour maximum. Not more than a maximum of three hundred (300) hours may be accrued due to the cancellation of approved leave by the DAS. An Employee's new maximum of accrued leave may be maintained only until such time the DAS is able to schedule annual leave for the Employee to effectuate a reduction of the Employee's accrued leave back down to the normally authorized two hundred and forty (240) hour maximum.

(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.

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(C) **FAMILY/MEDICAL LEAVE:** An Employee may be eligible for Family/Medical 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.

(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 616 and 617. 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 616 and 617.

(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 616 and 617.

(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 616 and 617.

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(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 616 and 617.

(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 for a maximum of 45 minutes. The test should be conducted at times to allow the maximum number of Employees to take the test with minimal schedule disruption (i.e., end of day shift, before swing shift, or end of graveyard, before day shift, or both).

**(I) CATASTROPHIC LEAVE:**

(1) An Employee is eligible for catastrophic leave if he or she is unable to perform the duties of his or her position because of a serious, non-industrial, non-

work-related illness or accident which is life threatening or which will require a lengthy convalescence.

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

**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.
- (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; (2) reached at least 47 years of age; and (3) actually retired under the PERS retirement qualifications in existence on the date of the retirement. If an Employee retires prior to age 47 and meets the requirements of (1) and (3) in the previous sentence above, the Employee will be eligible for the benefits as provided in this section upon attaining the age of 47 and, prior to age 47, will be entitled to continue as a retiree on the City's group insurance plan and be entitled to payment for insurance which the Employee qualifies pursuant to this section, and for which the Employee would otherwise qualify had the Employee not been covered under this Agreement, provided that the Employee retiring before age 47 must continue coverage under the City's group insurance plan in order to be qualified for the benefits in this section upon attaining age 47.

(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 and age 47 to retire from service of the DAS under NRS Chapters 616 and 617 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.

(D) Nothing contained in paragraph (2) of subsection (B) is intended to revoke, repeal, replace or otherwise modify the rights created in section (C).

(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 City Human Resources Department and enclosing a certified check payable to the City.

(F) The City agrees that any changes in medical insurance benefits will be made in accordance with Nevada law.

(G) Employees and their dependents (husbands, wives and children) will not be billed for any ambulance fees charged by the City Fire Department which are not covered by insurance.

#### **Article 13. GROUP LIFE INSURANCE**

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

#### **Article 14. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES**

(A) An Employee may authorize payroll deductions for the purpose of paying the Association dues. Upon the execution of the proper personnel payroll document filed with the 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 biweekly 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 shall 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 15. EMPLOYEE GRIEVANCE PROCEDURES**

(A) Any dispute, claim, or grievance arising out of or relating to the working conditions or the interpretation or the application of this Agreement must be settled in the following manner:

(B) An Employee Grievant who alleges a violation of any provision of this Agreement shall submit a written grievance to the City Human Resources Director 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. Not later than five (5) days after receipt of the written grievance, the City Human Resources Director shall direct the parties to proceed to non-binding mediation. Such mediation must be held as soon as reasonably practicable after issuance of the written notice provided by the City Human Resources Director unless mutually agreed upon by the City and the Association. If the parties are unable to agree on a person to act as a neutral mediator, a request for a mediator must be made to the Federal Mediation and Conciliation Services by either party. Any costs of mediation

must be split equally between the Association and the City. If the parties are unable to resolve the issue through mediation, the Employee Grievant may, not later than ten (10) working days after the date of mediation, submit the grievance to arbitration for resolution.

(C) 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 Federal Mediation and Conciliation Service or the American Arbitration Association. Failure to make a written request for a list within thirty (30) working days after notice to the other party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. An Arbitrator must be selected in the matter provided by NRS 288.200.

(D) An Arbitrator who is selected pursuant to section (C) 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 such witnesses or retaining such counsel. A stenographic record must be taken of each hearing, unless otherwise agreed. The costs of the record, the arbitrator's fees and expenses must be assessed by the Arbitrator on either or both parties at his or her discretion.

(E) An Arbitrator who is selected pursuant to section (C) does not have the authority to amend or delete any of the terms of this Agreement or any of the City's or the DAS' rules, regulations and policies. 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 otherwise provided by law.

(F) 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.

(G) Unless a grievance is submitted by the Association itself, the DAS Chief 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 as described in section (D). 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 16. BILL OF RIGHTS**

This Agreement hereby adopts and incorporates by reference the provisions of NRS Chapter 289, also known as the Peace Officers Bill of Rights, as they may be amended from time to time.

**Article 17. PAYMENT UPON DEATH OF EMPLOYEE**

If an Employee dies while owed compensation by the City, the City will pay the compensation owed pursuant to the terms of this Agreement.

**Article 18. DEPARTMENTAL TRAINING COURSES**

(A) Upon approval of the DAS Chief and if budgeted department training funds are available, Employees will be reimbursed for reasonable tuition, books, and consumable educational materials costs for educational training courses that meet the following conditions:

- (1) The training is directly related to the required skill or education for the Employee's current position. No reimbursement can be made for promotional preparation except for those Employees who are pursuing their certification for P.O.S.T. I, P.O.S.T. II or P.O.S.T. III levels.
- (2) The training is in accordance with the DAS training program.



- (3) The costs are borne by the Employee and any support, grant, assistance provided or assumed by another institution, government agency, scholarship or grant-in-aid will be deducted from any reimbursement amount.
- (4) The course is taken from a recognized and accredited school or P.O.S.T. certified program and the Employee presents evidence of successful attendance and completion of the training before reimbursement is considered for approval by the DAS Chief.
- (5) The Employee provides written, official documentation of the costs of tuition, books, and consumable education materials actually used as a requirement of the course at the time he or she requests reimbursement.
- (6) The decision of the DAS Chief about the relatedness to current job performance is final and not subject to grievance by the Employee under this Agreement.
- (7) The decisions of the City Director of Human Resources about the recognition and accreditation of the school or program, and the decisions of the City Director of Finance about the adequacy of the documentation regarding reasonable costs and successful completion, are final and not subject to grievance by the Employee under this Agreement.

(B) Training and courses taken by an Employee under the provisions of this Article must normally be taken on the Employee's personal time. However, the DAS Chief may grant annual leave or administrative leave on a case-by-case basis depending on the DAS Chief's assessment of the contribution that the training will provide to current job performance. The DAS Chief may not grant administrative leave in excess of 40 hours in a fiscal year for any single course under any circumstance.

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

**Article 19. SHIFT DIFFERENTIAL**

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

**Article 20. SAFETY**

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

It is within the sole discretion of an Employee, when performing field duties, to determine whether he or she can perform the duties solo (by himself or herself) or whether it requires the assistance of another Employee. Not less than two Employees must be assigned to the same shift to facilitate assistance of one another. A DAS unit must be comprised of not less than two (2) Employees whenever the unit is required to perform duties outside of the City, when directly interacting with violent offenders or when directly interacting with persons of the opposite sex. If another Employee is unavailable as the result of annual or other leave, the Employee requesting assistance may elect to request assistance from another law enforcement agency.

**Article 21. 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 an Employee's performance falls below standard, the supervisor must inform the Employee promptly and specifically in writing of any deficiencies. If appropriate and justified, following a discussion of the matter with the

Employee, a reasonable period of time of not 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 must be sent to the Employee and a copy placed in the Employee's personnel file that is maintained by the City Human Resource Department.

**(B) SUSPENSION:** If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an Employee may be suspended without pay, for cause, by the DAS Chief, or his or her designee, for a period not to exceed thirty (30) working days.

**(C) INVOLUNTARY DEMOTION AND DISMISSAL:** When other forms of disciplinary or corrective action have proved ineffective or when the seriousness of the offense or condition warrants, the appointing authority may demote or dismiss for cause.

**(D) NOTICE OF SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL:** The DAS Chief's decision regarding a suspension of more than ten (10) working days, involuntary demotion or dismissal must be given to the 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 must not be earlier than five (5) working days from the date of delivery of the Specificity of Charges to the Employee.

Receipt shall be deemed to be the date of personal delivery of the notice to the Employee. The DAS Chief may elect to serve notice upon the Employee by mail, in which case the notice must be mailed to the Employee at his or her last known address via registered or certified mail, return receipt requested. Receipt shall be deemed to be the date of delivery as indicated on the return receipt of the registered or certified mail. If the notice is returned to the sender, receipt shall be deemed to be on the third day after the date of mailing the notice.

**(E) SPECIFICITY OF CHARGES:**

**(1)** Before any disciplinary action can be taken under section (B) or (C), the

Employee to be so disciplined must be provided with a Specificity of Charges that includes a statement of facts describing the conduct for which discipline can be imposed, together with a statement of specific rules, regulations, ordinances, laws or policies violated.

(2) The Specificity of Charges must be signed by the DAS Chief or his or her designee.

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

**(F) GRIEVANCE REVIEW OF DISCIPLINARY ACTIONS:** All disciplinary actions of Employees are subject to review by appeal through the grievance procedures set forth in Article 15.

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

Disciplinary documents will be of no force or effect twelve (12) months after the date of issue and must 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 22. DUTY TO DEFEND**

The City has a duty to defend any Employee named as a defendant in any action arising out of the scope or performance of employment duties, along with the tender of a defense on behalf of the Employee with adequate notice and participation in all aspects of proceedings, including any compromise and settlement, trial, appeal up to and including final disposition subject to the provisions of NRS. The City shall hold harmless and indemnify any Employee



named in any and all claims, judgments, losses and demands as a result of such actions.

**Article 23. RETIREMENT CONTRIBUTIONS**

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

(B) The City agrees to make health insurance coverage available to all members who retire from the DAS and who are eligible to receive retirement benefits.

(C) Employees who have reached the age of seventy (70) years will be eligible for continued employment on a year-to-year basis upon the recommendation of the DAS Chief and approval of the City Board of Supervisors.

(D) Employees shall be retired from employment with the City in accordance with the provisions of this Article and NRS Chapter 286.

(E) If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount 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.

(F) If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount that exceeds 1.5%, 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 24. UNIFORM ALLOWANCE**

(A) The City shall pay each Employee a uniform allowance of \$1,000.00 per year with semi-annual payments included with the first paycheck of June and the first paycheck of

December. 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 DAS Chief alters, modifies or changes in any way the existing uniform requirements, the City will bear the full cost of any such alternations, modifications or changes in the existing uniform requirements.

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

(C) The City shall purchase body armor and one body armor cover for each Employee once every five (5) years, with such expenditure not to exceed \$800.00 per Employee. The cost of the body armor purchased must be paid by the DAS directly to the vendor of such body armor upon presentation to the DAS Chief or his or her designee a receipt for the purchase. The purchase of body armor pursuant to this section applies to 25% of the covered Employees each year of this Agreement. The Association shall provide to the DAS a list of those Employees eligible during each year of this Agreement.

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

(E) In the event an Employee loses or damages any uniform, equipment, watch or eyeglasses in the performance of duties which is not caused by the Employee's own negligence, the DAS must reimburse the cost of the lost or damaged item as follows:

- (1) Watches and sunglasses: up to \$50.00 each per incident.
- (2) Prescription glasses: \$100.00 plus 50% of cost over \$100.00 up to a maximum of \$300.00 per incident.
- (3) All other items: \$200.00 total per incident.

(F) 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 like-kind or cost-equivalent value.

**Article 25. ADDITIONAL PAY**

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

(B) **ON-CALL PAY:** An Employee assigned to on-call status by the DAS Chief will receive twelve (12) hours of compensatory time for each work week assigned. An Employee assigned to on-call status of less than one (1) workweek will not receive twelve (12) hours of compensatory time, but will receive \$1.50 for each hour the Employee is on on-call status pursuant to this Article. While assigned to on-call status, the Employee must remain within a 60 minute response time to the DAS office and must be available at all times via telephone. An Employee will only be required to be on-call one week in any four (4) week period.

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

(D) **EDUCATION PAY:** An Employee who has attained an Associate's degree will receive a 2.0% pay increase. An Employee who has attained a Bachelor's degree will receive a 4.0% pay increase. An Associate's or Bachelor's degree must be earned at a fully accredited college, community college, university or other institution acceptable to the City. To be eligible for the education incentive pay, the Employee must provide to the DAS Chief a copy of the



degree awarded from the institution. An Employee is eligible for this education incentive pay once he or she has successfully completed his or her probationary period as a new Employee.

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

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

(F) **LONGEVITY:** After six (6) years of service with the DAS, an Employee will receive \$200.00 semi-annually payable on the first payday of June and the first payday of December. For each additional year of service after six (6) years, the Employee will receive an additional \$25.00 semi-annually payable in the same manner. To illustrate, an Employee in his or her 7th year of service will receive \$200.00 semi-annually, and an Employee in his or her 8th year of service will receive \$225.00 semi-annually. This longevity package is capped at twenty-five (25) years of service.

(G) **RESPONSIBILITY PAY:**

(1) An Employee will receive responsibility pay in the amount of 5% of his or her base rate of pay if the DAS Chief assigns the Employee to:

- (a) Work in a job classification higher than that of which the employee is assigned; or
- (b) Perform instructional duties, including, without limitation, defensive tactics and firearms, taser or baton instruction, for the duration of the assignment.

(2) Such responsibility pay as set forth in subsection (1) is required for the duration of the assignment and terminates when the assignment is completed or

revoked, as determined by the Chief or his or her designee.

(3) As used in this section:

(a) “Assigned” means that an Employee has been ordered, directed, required, or requested by a supervisor to perform additional responsibilities.

(b) “Duration” shall be deemed to include time that is necessary to prepare for an assignment and any time that is used for training or coursework that is required to maintain certification in the area in which the Employee will be assigned to perform instructional duties. Any time spent on instructional duties must be accounted for by an Employee in increments of a quarter (0.25) hour.

(4) An Employee must perform all assigned additional responsibilities to be eligible for responsibility pay pursuant to this section.

## Article 26. LAYOFF POLICY AND PROCEDURE

### I. DEFINITIONS FOR THIS POLICY ONLY

(A) **Break In Service.** A break in service occurs when an Employee resigns, is discharged for cause or retires. However, city seniority accrued prior to layoff will be continued 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.

(B) **City Seniority.** An Employee will have city seniority as of the date of hire following the successful completion of the initial probationary period as a new Employee.

(C) **Divisions.** A “division” means a clearly established first sub-unit of the DAS

which has been determined by the DAS Chief.

(D) **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, tests for fitness, and the duties and responsibilities are similar but different in level. Class series also includes all positions which an Employee has previously held within the DAS.

(E) **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 as a new Employee.

(F) **Regular Employee.** An Employee who has completed the probationary period, but is serving a new probationary period, is considered a regular Employee for layoff purposes. If an Employee has been employed in a class series for a period of time equivalent to the minimum required to complete a probationary period, but because of promotions within that class series the Employee has never completed a probationary period, the Employee will for layoff purposes be considered a regular Employee.

(G) **Seniority.** Seniority will be calculated on the basis of calendar days of continuous service.

## II. **PROCEDURES**

(A) **Determination of job classifications to be Affected by Layoffs.** The DAS Chief will determine which job classifications will be subject to layoffs.

(B) **Notice to Bargaining Unit.** Whenever it is determined that a layoff of Employees may occur because of lack of work or funds, the City Manager or his or her designee shall, not less than seven (7) calendar days before the effective date of the layoff, provide to 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.

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

- (1) Probationary Employees will be laid off first.
- (2) Regular Employees will be laid off only after layoffs of probationary Employees have been exhausted.

(D) **Notice of Layoff.** All Employees to be laid off will be given written notice of such layoff at least thirty (30) calendar days before the effective date of the layoff.

(E) **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.

(F) **Bumping.**

(1) Any regular Employee who is to be laid off may elect to replace an Employee or other City employee in a lower level of the same classification series if the bumping Employee:

- (a) Has more City seniority than the Employee or City employee being bumped; and
- (b) Meets the minimum occupational qualifications.

(2) An Employee electing to exercise bumping rights shall assume the grade of the Employee or City employee being bumped and the step closest to his or her existing salary at the time of the layoff.

(3) Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump

must be submitted in writing within seven (7) calendar days of notification.

(4) Those Employees laid off within the DAS who have attained their present positions by promotion or appointment through the affected class series will have employment rights at the next lower level within the DAS and will become the senior member in the lower class.

(G) **Seniority.** Whenever it is determined that a layoff of Employees will occur, the City will provide to the Association at the Association's request the current city seniority lists and job series seniority lists for the jobs being affected.

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

### **III. RECALL**

(A) 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 he or she 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 DAS Chief and the City Human Resources Department with any address change while waiting for recall.

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

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

(D) An Employee recalled to his 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 recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.

(E) An Employee recalled to a job classification with a lower salary rate than his or her previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, his or her name will be removed from the re-employment list.

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

#### **Article 27. COURT TIME**

An Employee who appears to testify pursuant to a subpoena in any criminal court or administrative proceeding that is required by the Employee's job 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 criminal court or administrative testimony is during the Employee's regular time off, he or she is entitled to a minimum of two (2) hours paid overtime pursuant to Article 8 of this Agreement, if the Employee has already worked in excess of forty (40) hours a week pursuant to Article 8 of this Agreement during the time scheduled for said court testimony. Court time includes time involved in obtaining evidence or other related matters at the DAS. The Employee must first obtain his or her supervisor's written approval in order to be eligible for overtime for any pretrial conference required by the District Attorney or for any time involved in obtaining evidence or other required matters at the DAS. Employees subpoenaed to testify by the District Attorney shall tender to the City any witness fees received. Employees who testify pursuant to a subpoena during his or her regular time off is not entitled to call-back pay pursuant to this Agreement. Employees who are not subpoenaed but are ordered to testify by the District Attorney or by the Employee's supervisor may be entitled to call-back pay pursuant to this Agreement. If the subpoena is canceled or the order to testify is rescinded prior to the off-duty Employee's departure for his or her court appearance, there is no entitlement to overtime pursuant to any provision of this Agreement.

#### **Article 28. JURY DUTY**

Any Employee of the City who is required to serve on any jury will 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 appropriate City department for deposit into the City's General Fund.

**Article 29. MILITARY LEAVE**

Any Employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces 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 will not be deducted from the Employee's accrued vacation.

**Article 30. SAVINGS CLAUSE**

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

(B) If any provision of this Agreement is found to be in violation of any state or federal 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 violation of state or federal law or regulation.

**Article 31. ABSENCE OF DAS CHIEF**

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



**Article 32. FISCAL EMERGENCY**

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

Upon notification by the representative of the City to the Association that there is a fiscal emergency as that term is described by NRS 288.150, the parties must meet within ten (10) days of the notification to commence negotiations. The City's representative shall include with the required notification all relevant financial data and other information which supports the existence of the fiscal emergency.

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

The Association will be allowed, in a timely fashion, to audit any and all documents to ensure that a fiscal emergency does exist.

If the parties are unable to reach an agreement within ten (10) days from the first day negotiations begin, then either party may submit to expedited fact-finding. Once the fact finder's recommendation is rendered, the parties must commence negotiations within five (5) working days. If the parties do not reach agreement within ten (10) working days after the fact finder's recommendation is rendered, then either party may submit to expedited binding arbitration. The decision of the binding arbitrator will be final.

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

**Article 33. WORK DAY**

(A) The scheduling of work days and work weeks is at the direction of the DAS Chief or his or her designee, provided that Employees have consecutive days off. Unless an

emergency or unforeseen circumstances exist, as determined at the sole discretion of the DAS Chief, Employees will be scheduled to work a “4-10” work schedule consisting of four (4) consecutive days of ten (10) hours worked in each work week.

(B) At the request of either party, on or about November 1 and April 1 of each year, the parties shall meet and review the effectiveness of the work day and schedules utilized and, if necessary, renegotiate the length of the work day.

(C) The DAS Chief shall provide not less than seven (7) days’ notice to an Employee before implementing any change in his or her shift. This notice requirement may be waived upon mutual agreement of the DAS Chief and the Employee whose shift is intended to be changed.

**Article 34. ADOPTION AND DURATION OF AGREEMENT**

(A) This Agreement is effective July 1, 2017 and remains in effect until June 30, 2021 unless amended 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 February 1 of each calendar year.

(C) The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10 of the year in which negotiations commence, either party may submit the dispute preventing agreement to an impartial fact-finder at any time for his or her findings. The fact-finder 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.

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

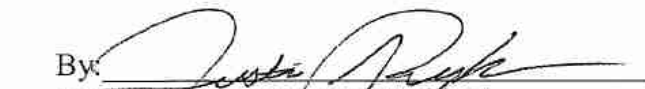
(F) In the event that future agreements are not reached prior to July 1 of the applicable year, all awards rendered by the final binding arbitrator are retroactive to July 1 of the year in which negotiations commenced.

**IN WITNESS WHEREOF**, the City and the Association have caused these presents to be duly executed by their authorized representatives on the 15<sup>th</sup> day of June, 2017.

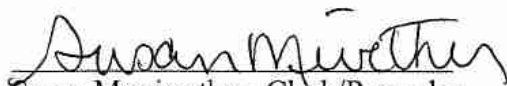
CARSON CITY

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

By:   
Robert B. Crowell, Mayor

By:   
Bob Motamenpour, President  
Justin Ryba, Vice President

ATTEST:

  
Susan Merriwether, Clerk/Recorder

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