2111 JUL 28 PM 4: 46 FFE \$ \ CDEP (Q) APN FOR RECORDER'S USE ONLY ☐ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030) □ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific Print Name & Title Signature WHEN RECORDED MAIL TO: enti, Finance Dept. Wir.

RECORDED AT THE REQUEST OF

414125

MEMORANDUM OF UNDERSTANDING

Between Carson City And Sheriff's Supervisory Association SERGEANTS

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between Carson City (hereinafter City) and the Sheriff's Supervisory Association (hereinafter SSA-Sergeants).

A. PURPOSE:

The purpose of this MOU is to address a gap in the new contract between the City and SSA-Sergeants. The contract, which became effective July 1, 2010, addressed COMPENSATION FOR UNUSED SICK LEAVE under Article 13 (B). The contract provided compensation for unused sick leave on a percentage basis, effective July 1, 2011. Furthermore, from July 1, 2010 to September 28, 2010, an employee was offered an incentive for early separation of 100% of accrued sick leave. It also provided a "maximum of 1080 hours for purposes of compensation upon termination due to death or retirement from service" if such employee had 10 years of service, effective from July 1, 2010 to September 28, 2010, omitting the time frame of September 29, 2010 through June 30, 2011.

- B. THE CITY AND SSA-Sergeants agree to the following modification: If an association member retires, dies or separates from service between the dates of September 29, 2010 and June 30, 2011, the old contract terms shall take precedence. Specifically, Article 13. SICK LEAVE
 - (A) ACCRUED SICK LEAVE: Each employee shall be entitled to (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 720 hours for purposes of compensation upon termination due to death, retirement or separation from service of those employees having 10 years or more of service in the public retirement system.

(B) COMPENSATION FOR UNUSED SICK LEAVE:

1) Compensation for unused sick leave as described in paragraph (A) will be at the rate of one hour for every three hours accrued, to be paid at the eligible employee's hourly rate of pay. In the event of death, such payment will be made to a legitimate heir . . .

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C. COMMENCEMENT and TERMINATION:

This MOU takes effect immediately upon the signature of the authorized representatives of the City and SSA-Sergeants and is retroactive to September 29, 2010. It will terminate by its nature on midnight June 30, 2011.

In witness whereof, the parties sign and cause this MOU to be executed.

CARSON CITY

By: Larry Werner, City Manager

Dated:

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

By: <u>Owey W Yww</u> Jim Primka, President Dated: 7/22/11

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