



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** July 18, 2019

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action on a proposed amended Collective Bargaining Agreement ("CBA") between Carson City and the Carson City Sheriff's Supervisory Association on Behalf of the Carson City Sheriff's Lieutenants/Captains ("Association"), effective July 1, 2019 to June 30, 2024 with an estimated fiscal impact of \$386,230 for the term of the Agreement. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Carson City and the Association have engaged in extensive negotiations for a successor CBA as the current CBA expired on June 30, 2019. The proposed amended CBA is for a 5-year term, retroactive to July 1, 2019 and expiring on June 30, 2024. The proposed amended CBA includes changes to contract provisions concerning employee compensation (holiday pay, annual leave, uniform allowance and pay rates based on a new multi-tiered step system) and various technical, non-substantive revisions throughout.

Agenda Action: Formal Action / Motion **Time Requested:** 30 mins

Proposed Motion

I move to approve the agreement and to authorize the District Attorney's Office to make any necessary revisions that are clerical and not substantive when finalizing the agreement.

Board's Strategic Goal

Efficient Government

Previous Action

The previous CBA was adopted by the Board of Supervisors and made effective from July 1, 2015 to June 30, 2019.

Background/Issues & Analysis

This agenda item will be combined with and considered for action immediately after the corresponding public hearing agenda item concerning the report of the City Manager on the fiscal impact and recommended approval of the amended CBA. Negotiations between the City and the Association resulted in the proposed amended labor agreement for a 5-year term. The proposed amended CBA represents a compromise of the negotiating parties that contains mutually beneficial revisions in Article language for both the City and the Association. This matter is being considered in accordance with the provisions of NRS Chapter 288, which establish statutory requirements governing relations between governments and public employees. Pursuant to NRS 288.153, a copy of the proposed amended CBA showing added and deleted language, an accompanying "Appendix A" to the CBA and supporting material prepared for the Board of Supervisors which relate to the fiscal impact of the CBA were all posted and made available for downloading from the Carson.org website at least 3 business days before the date of this meeting.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 288 (Relations between Governments and Public Employees) and 289 (Peace Officers)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund / Sheriff's Office Salaries & Benefits Accounts

Is it currently budgeted? No

Explanation of Fiscal Impact: The City will likely have to augment the Sheriff's Office Salaries & Benefits budget by \$45,155.12 from General Fund contingency in FY 20 to eliminate the existing banded salary structure and move the employees covered under the proposed revised CBA into the Steps reflected in Appendix A to the CBA. This estimated augmentation represents a salary increase, longevity increase (because longevity is a percentage of base pay) and PERS and other benefits based on a percentage of salaries.

Alternatives

Do not approve the proposed amended CBA and instruct staff to continue negotiations.

Attachments:

[LtCpt. CBA 2019 to 2023_redline.doc](#)

[APPENDIX A to 2019 CBA_FINAL.DOCX](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

AGREEMENT

between

CARSON CITY

and the

CARSON CITY SHERIFF'S SUPERVISORY ASSOCIATION ON BEHALF OF THE
CARSON CITY SHERIFF'S LIEUTENANTS/CAPTAINS

(July 1, 2019 – June 30, 2024)

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Article 1. PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is entered into by and between Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada (the "City"), and the Carson City Sheriff's Supervisory Association (the “Association”) on behalf of the Carson City Sheriff’s Lieutenants or Captains, each of whom may be referred to individually as “Employee” and collectively as "Employees". The City and the Association may be herein referred to individually as “Party” and collectively as “Parties.”

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the Parties hereto, and to provide an orderly and peaceful means of resolving any 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 property of the City and its provision of services to the public; and (3) cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its provision of services to the public at all times.

The full agreement between the Parties is set forth herein with the exception of certain matters covered by State law.

Article 2. RECOGNITION

(a) The Association is recognized as the sole and exclusive bargaining representative for Employees in the bargaining unit.

(b) The Employees referred to within this Agreement shall include the job title and position rank of “Lieutenant or Captain,” which may also be referred to as a "Classification" thereafter.

(c) Classifications excluded from the bargaining unit include Executive, Grant or Confidential employees, and all appointed personnel as provided for by state law and

any regulations adopted thereto, and any applicable local ordinance. Classifications excluded from the bargaining unit include Sheriff's Deputies, Sheriff's Sergeants and Administrative, Unclassified, Grant, and Appointed Personnel.

(d) A designation of "Captain" may only be awarded to an employee who possesses the following additional educational qualification:

1. Successful completion of **one** of the following:
 - a. FBI National Academy, or
 - b. Like Academy of the FBINA (i.e. Northwestern Institute), or
 - c. Bachelor Degree in a law enforcement related field, or

management related course of study.

(e) A Captain does not supervise a Lieutenant and is not entitled to additional compensation or benefits because he or she has met the additional educational qualification set forth above. As described above, a Lieutenant and a Captain are within the same Classification.

Article 3. NO STRIKES AND LOCKOUTS

(a) The Association will 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 will use reasonable efforts to induce all Employees covered by this Agreement to comply with this pledge.

(b) The City will not lock out any Employees as a result of a labor dispute with the Association.

Article 4. RIGHTS OF MANAGEMENT

As provided in Nevada Revised Statutes ("NRS") 288.150, each local government employer is entitled without negotiation or reference to any agreement

resulting from negotiation:

(a) 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.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to NRS 288.150(2)(v).

(c) The right to determine:

1. Appropriate staffing levels and work performance standards, except for safety considerations;

2. The content of the workday, including without limitation, workload factors, except for safety considerations;

3. The quality and quantity of services to be offered to the public;

4. The means and methods of offering those services; and

(d) Safety of the public.

Article 5. ASSOCIATION RIGHTS

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

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

(c) At least annually, the Association will designate no more than two employee representatives of the Association. This designation will be in writing and will be transmitted to the Sheriff and the Carson City Director of Human Resources 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 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 Carson City Sheriff's Office ("CCSO"). The Association may use City buildings for its meetings if such use does not interfere with or disrupt the City's operations. The appropriate department head who has control over the desired building must be contacted and the use of the facilities requested at least 48 hours in advance by the Association. Unless the facility is unavailable, the department head will not unreasonably withhold use of the meeting room.

(d) Designated employee representatives may make and receive telephone calls and email messages about Association business during business hours only if such activity does not interfere with or disrupt normal business of the department. In no case will any Association business or communication be conducted over CCSO's radio, dispatch, or mobile communication systems.

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

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

(g) The provisions of this Agreement will be applied equally to all Employees in the collective bargaining unit without discrimination and in conformity with all

applicable federal and state laws and any regulations adopted thereto, and any applicable local ordinance.

(h) Except as otherwise provided by state or local law or regulation or any applicable local ordinance, whenever an Employee is on duty, the Employee 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 negotiating team will attend negotiation meetings with the City on duty time with pay if the negotiating meeting occurs during the employee representative's regular work hours.

(j) Two designated employee representatives of the Association and the bargaining unit Employee facing possible discipline shall be allowed to attend disciplinary meetings if the bargaining unit Employee is not otherwise represented. It is the responsibility of the bargaining unit Employee to arrange for such representation. The Association representative and the affected Employee will attend such meetings with the City or CCSO Administration on duty time if the meeting occurs during the representative's and the Employee's regular work hours.

(k) Two designated employee representatives of the Association and a grievant shall be allowed to attend grievance meetings with the City or CCSO Administration. It is the responsibility of the grievant to arrange for such representation. The Association representative and the grievant will attend such meetings with the City or CCSO Administration on duty time if the meeting occurs during the representative's and the grievant's regular work hours.

(l) Members of the Association's executive board are entitled to collectively use up to 160 hours of paid administrative leave for association business during any calendar year. In addition, each member of the Association may donate up to 10 hours of annual leave per year to a pool that may be used, hour for hour, by executive board members for Association business. The use of any leave under this provision shall be

in a manner which does not disrupt normal business operations of the Department, as determined by the Sheriff or his or her designee. Such leave cannot be unreasonably denied. The Parties agree that the Association will be deemed to have effectively reimbursed the City the full cost of such leave used by offsetting the value of the Association's concessions made during the underlying negotiations.

(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 or the City's electronic mail (e-mail) system to communicate business matters of the Association or information of the Association, if such activity does not interfere with or disrupt CCSO operations. The Association must comply with all provisions of the City's written e-mail policy when using the City's e-mail system.

Article 6. PAY RATES AND WORK DAY

(a) PAY RATES:

1. Effective July 1, 2019, pay rates are established in accordance with the six (6) Steps as set forth in Appendix A, attached herewith and expressly made a part of this Agreement by this reference, and Employees are placed into the Steps based on each Employee's years of continuous service with the CCSO.
2. Pay rates as set forth in Appendix A are subject to the applicable employee salary reductions described in Article 24.
3. Except as otherwise provided in Appendix A, Employees will receive annual merit increases in increments of one step in each year, effective on July 1 of each year of this Agreement, if the Employee receives a standard or better performance evaluation issued pursuant to Article 7. Any merit increase awarded pursuant to this Article is payable to the Employee from the date the employee becomes eligible for the increase.
4. An Employee who is hired after December 31 and before July 1 of the

same year is not eligible for a merit increase until such time the Employee has been employed for one full fiscal year. For example, an Employee who begins employment on January 15, 2020 is not eligible for a merit increase until July 1, 2021.

5. The pay rate for a new Lieutenant or Captain must be the rate established as Step 1 and as set forth in Appendix A, except that at the Sheriff's discretion, a new Employee may be hired at a rate commensurate with the Employee's law enforcement experience, training, education or any combination thereof, but not to exceed the rate established as Step 2 and as set forth in Appendix A.

6. If a former Employee of the bargaining unit is rehired as a Lieutenant or Captain within a three-year (3) period, his or her pay rate will be established at the discretion of the appointing authority, but at a rate not less than the base rate at the time of separation. If a former Lieutenant or Captain is rehired after a three-year (3) absence and has experienced a break in law enforcement service, his or her base rate will be established at the entry rate set forth in Appendix A.

7. **NEWLY PROMOTED PROBATION:** An Employee who is promoted to the rank of Lieutenant or Captain, or who is rehired as a Lieutenant or Captain, shall be considered a probationary employee for a period of twelve (12) months commencing from the date of promotion or rehire, during which time the appointing authority has the right to dismiss, demote or retain Employee at his or her sole discretion. During the probationary period, the probationary Employee will not accrue any seniority rights except that upon the expiration of the probationary period, the Employee shall be deemed a regular employee and his or her seniority shall date back to the date of his or her promotion or rehire.

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

(b) **POSITION REDUCTION:** If a Lieutenant or Captain position is reduced or

reclassified to a Sergeant position through no fault of the Employee, the Lieutenant or Captain with the least seniority shall be reduced to the rank of Sergeant and shall continue to be paid at his or her last rate of pay until such time 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 has received a standard or better performance evaluation in the preceding year.

2. The Employee was in the higher class six (6) months preceding the reclassification or reduction.

3. The reclassification or reduction was the result of a legitimate reason over which the Employee had no control.

(c) Except as otherwise provided herein, the preferred work day or shift for all Employees covered by this Agreement is ten (10) hours. However, in the event of insufficient staffing to cover a ten (10) hour work day schedule, the Sheriff may require Employees to work a nine (9) hour work day until adequate staffing levels are restored. Additionally, if the Board of Supervisors declares a state of emergency, the Sheriff may require Employees to work a twelve (12) hour work day. The Sheriff may impose alternative work days (9 hour or 12 hour) for ninety (90) calendar days upon the mutual agreement of the Sheriff and the Association.

(d) The scheduling of work days and work weeks shall be at the direction of the Sheriff, so long as all Employees have consecutive days off.

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

(f) Effective July 1, 2019, an Employee whose shift requires working at least four (4) hours between 5:00 p.m. and 6:00 a.m. will receive, in addition to the

compensation provided in the salary schedule in effect, shift differential in the amount of \$2.00 per hour for each hour worked during the entire shift.

Article 7. ANNUAL PERFORMANCE EVALUATION

(a) Each Employee will receive an annual written performance evaluation on or about July 1 of each year. 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. Evaluations are subject to a rebuttal statement and are subject to the grievance process.

(b) As described in Article 4 , the Sheriff establishes work performance standards, except for employee safety considerations, and the content of the work performance standards are reserved to the Sheriff and not subject to the grievance provisions of this Agreement.

Article 8. CALLBACK

Whenever an Employee is entitled to call-back pay in accordance with the Public Employee's Retirement System ("PERS") policies, the Employee will receive a minimum of two (2) hours work at the rate of time and one-half of his or her base rate of pay, as that base rate of pay may have been modified pursuant to Article 26..

Article 9. OVERTIME

(a) OVERTIME DEFINED: Overtime is defined as any hours worked in excess of the regularly scheduled workday (ten (10) hours, or other shift pursuant to Article 23) or forty (40) hours in any City schedule pay period. Any overtime must be approved by the Employee's supervisor. The seven (7) day pay period is defined as Friday, 12:00 a.m. through Thursday, 11:59 p.m. The following paid time off shall

be considered time worked for overtime purposes: holidays, annual leave, sick leave and compensatory time off. Overtime will not accrue for any travel time between the Employee's residence and the CCSO. If scheduled overtime (this does not include court time) is canceled with less than 8 hours notice, the Employee is entitled to receive 2 hours of overtime pay.

(b) OVERTIME COMPENSATION RATE: Overtime will be compensated at the rate of time and one-half of the standard rate for all non-exempt employees. The standard rate for overtime purposes will be the base hourly rate of the Employee and does not include travel and other non-wage payments, or premiums for work outside his or her normal working hours or for Saturday, Sundays or holidays.

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

1. Overtime earned during a work week may be converted 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, the Employee 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 up to a maximum of 120 hours in any one fiscal year. To elect a payment, an Employee must submit to management, only during the months of June or November of each fiscal year, a request in writing for payment of a specific number of accrued compensatory hours.

(d) When an Employee is called at home and the Employee performs the required tasks at home or by telephone, that Employee will receive overtime at the rate of one and one-half times the Employee's base hourly rate for a minimum of 30 minutes. If the Employee receives more than one phone call within the same 30 minute

time period, the Employee will not receive additional overtime pay.

Article 10. HOLIDAYS

(a) The following are paid holidays for employees of Carson City:

New Year's Day

Martin Luther King

President's Day

Memorial Day

Independence Day

Labor Day

Nevada Day

Veteran's Day

Thanksgiving Day

Family Day

Christmas Day

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

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

(c) HOLIDAY PAY: Pay for holidays will be as follows:

1. 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. The holiday rate of pay begins on the graveyard shift the day before 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 not scheduled to work on a designated City holiday will receive holiday time equal to a regularly scheduled shift in accordance with Article 6.

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

(d) For the purposes of this Article, holiday hours:

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

2. For graveyard shift are those hours included in the 24-hour period starting at the beginning of the regularly scheduled start time for the graveyard shift before the holiday and ending at the regularly scheduled start time for the graveyard shift the following day. For example, the 4th of July holiday begins at 9:00 p.m. on July 3 and ends at 9:00 p.m. on July 4.

Article 11. ANNUAL LEAVE

(a) SCHEDULE:

1. 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. A regular, full time classified Employee will be granted annual leave benefits in accordance with the following schedule, which is based on continuous employment:

Time in Service

Accrual Rate

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	16 hours per month
Maximum Accrual	280 hours

(b) ACCRUED ANNUAL LEAVE IN EXCESS OF MAXIMUM: Except as provided below any annual leave in excess of two hundred and eighty (280) 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 eighty (280) hours are accumulated or the amount of annual leave in excess of two hundred and eighty (280) hours will be forfeited.

If the previously approved scheduled leave is canceled by management and no additional time is available prior to the date when the Employee will forfeit accrued annual leave as provided above, then the hours which the Employee would have lost due to management's cancellation of approved leave will be allowed to accrue beyond the two hundred and eighty (280) hour maximum or, at the Employee's option, may be paid at the Employee's regular hourly rate for the hours in excess of the two hundred eighty (280) hour maximum. The maximum number of hours which can be accrued due to management's cancellation of approved leave is three hundred (300). An Employee's new maximum of accrued leave exists only until management is able to schedule annual leave for the Employee that reduces his or her accrued leave to the normal two hundred and eighty (280) hour maximum.

(c) TEMPORARY EMPLOYEES: Employees hired on a temporary basis of less than six (6) months are not covered Employees under this Agreement and do not accrue leave. However, if a temporary employee is appointed to fill a non-temporary position, any leave he or she would have accrued will be credited to him or

her.

(d) **TERMINATION AND ANNUAL AND ACCRUED LEAVE:** An Employee about to resign or about to retire under the provisions of the state Retirement Act, or who is to be laid off without fault on his or her part who has earned annual leave may be granted annual leave for the time so earned not to exceed a period of 30 working days. Such annual leave must be taken prior to the effective date of any such resignation or retirement or layoff, or in lieu of such annual leave, the Employee may be granted a lump sum payment for annual leave time accrued to his or her credit. However, an Employee will not be paid for accumulated annual leave upon termination of his or her service unless he or she has been employed six (6) months or more. An Employee nearing retirement will be required to provide the City at least thirty days' notice in order to allow the City sufficient lead time in hiring a successor.

(e) **TIME ANNUAL LEAVE TAKEN:** All annual leave will be taken at a time mutually agreeable to the Employee and his or her supervisor. The selection of annual leave schedules must be made on a seniority basis. For reasons deemed sufficient by the Sheriff or his or her designee, an Employee may, with the consent of Sheriff or his or her designee, take less than the normal annual leave in one year with a correspondingly longer annual leave the following year.

Article 12. 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 the City and in the public retirement system.

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

1. Employees, upon death or retirement having a minimum of 400 hours of accrued sick leave and years of Carson City service indicated below, will be compensated for all hours up to 1080:

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

2. In addition to the compensation for unused sick leave described in this subsection, an Employee who is eligible for purchase of service credits under the PERS system and applicable law, may, at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for one 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 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 Sheriff and City Manager on or before December 1 of each year. If the Employee meets all the conditions set forth in this section, then the City must deduct the designated amount of sick leave from the Employee's account and proceed to purchase retirement service credits from PERS in an amount equal to the number of hours elected to be converted by the Employee.

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

(c) **FAMILY/MEDICAL LEAVE:** An Employee may be eligible for Family/Medical Leave subject to the provisions of Carson 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 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 will not be charged against an Employee's sick leave for a period not to exceed ninety (90) calendar days from the date of injury. During this time, the City will provide full salary to the Employee upon the condition that the Employee must endorse and deliver to the City any benefits received pursuant to NRS Chapter(s) 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 time must be used to supplement benefits in order to receive full salary. Such accrued compensatory time will be charged only to the extent not reimbursed pursuant to NRS Chapters 616 and 617.

3. When accrued compensatory time has been exhausted, if the Employee is still unable to return to work, accrued sick leave must be used to supplement benefits in order to receive full salary. Such accrued sick leave will be charged only to

the extent not reimbursed pursuant to NRS Chapters 616 and 617.

4. When accrued sick leave has been exhausted, if the Employee is still unable to return to work, accrued annual leave must be used to supplement benefits in order to receive full salary. Such accrued annual leave will be charged only to the extent not reimbursed pursuant to NRS Chapters 616 and 617. If all accrued compensatory time, sick leave and annual leave is used, the Employee will receive no additional compensation from the City.

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

6. Employee 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 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 will be posted on CCSO 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 CCSO-provided locker rooms. The test should be conducted at times to allow the maximum number of Employees to take the test with minimal schedule disruption (i.e., end of day shift, before swing shift, or end of graveyard, before day shift, or both).

(i) **CATASTROPHIC LEAVE**

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

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

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

2. Establishing the catastrophic leave account:

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

b. An employee may request, in writing that a specified number of hours of his or her accrued sick leave be transferred from his or her account to the catastrophic leave account.

c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance in his or her account after the transfer is less than 240 hours. Sick Leave will be transferred at the rate of one hour for one hour credit donated.

d. The maximum number of hours which may be transferred in any 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, except that the employee may transfer hours to the catastrophic leave account for use by a particular employee, who is eligible to receive the donation.

e. Any hours of sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to subsection 4 of this Article.

3. Request for catastrophic leave.

a. An employee who suffers a catastrophe as described in this Article 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. The request 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 until he or she has used all his or her accrued annual, sick and other paid leave.

d. An employee who receives leave from the 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 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 Board of Supervisors.

5. Review of status of catastrophe; termination of leave; disposition of hours not used:

a. The City Manager or his or her designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure, judicial review or review by the Board of Supervisors.

b. The City Manager or his or her designee shall not grant any hours of leave from the catastrophic leave account after:

- (1) The catastrophe ceases to exist; or

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

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

6. Maintenance of records on catastrophic leave.

a. 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 this provision.

7. Employee: Definition

a. The term "employee" as used in these provisions of this Article relating to Catastrophic Leave includes all City employees.

8. Substantiation of Catastrophic Condition

a. 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 choosing. The cost of such written substantiation shall be borne by the employee.

Article 13. GROUP HEALTH INSURANCE

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

(b) EMPLOYER-EMPLOYEE SHARE OF PREMIUM

1. The City shall pay one-hundred (100) percent of the Employee's premium for a group health insurance plan, which includes medical, dental, vision and life insurance

and fifty (50) percent of the Dependent's premium.

2. Beginning July 1, 2017, the City shall pay one-hundred (100) percent of Employee's group health insurance plan, which includes medical, dental, vision and life and sixty-five (65) percent of the Dependent's premium.

3. The Employee has the option of converting the health insurance coverage at the time of his or her separation from employment by commencing to pay 100% of the total premium. The City will pay 90% of retiree group health insurance medical coverage premiums plus 50% of the spouse's and eligible dependent's premium except as provided below. The City agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the City's group health insurance plan in existence on the date of retirement, under the City group health insurance plan offered to active employees, as modified from time-to-time, and will include dental, vision and life insurance coverage in addition to the medical insurance.

a. In order to be eligible for the benefits provided in subsection 3 of section (b) of this Article, the bargaining unit Employee/retiree of CCSO: (i) must have a minimum of 20 years of full time service with CCSO; (ii) must have reached at least 47 years of age; and (iii) must have actually retired under the Nevada PERS retirement qualifications in existence on the date of the retirement. However, if a bargaining unit Employee retires prior to age 47 and meets the requirements of (i) and (iii) above, the bargaining unit Employee /retiree will be eligible for the benefits of this subsection 3 of section (b) of this Article upon attaining the age of 47, and, prior to age 47, is entitled continue as a retiree on the City group insurance plan and will be entitled to payment for insurance which the bargaining unit Employee qualifies pursuant to subsection 3 of section (b) of this Article and for which the bargaining unit Employee would otherwise qualify, had the bargaining unit Employee not been covered under the this Agreement, provided that a bargaining unit Employee retiring before age 47 must continue coverage under the City plan in order to be qualified for the benefits in subsection 3 of section (b) of this Article upon attaining age 47.

b. The City will pay premiums for:

(1). The bargaining unit Employee/retiree from the effective date of Nevada PERS retirement until death. After the Employee/retiree 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 Employee/retiree will be reduced to either (i) 50% of the “single employee with Medicare premium”, or (ii) the payment to which the Employee/retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees, were the Employee/retiree eligible for insurance contribution under the policy or regulation. The Employee/retiree shall, in the Employee’s/retiree’s sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City’s group insurance plan is secondary to Medicare coverage. If Medicare age has been increased beyond age 65, the 50% payment under (i) 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 Employee/retiree who elected (ii) above will automatically revert to receiving the benefits specified in (i) above. In order to receive payment under either (i) or (ii), the Employee/retiree must comply with any requirements pertaining to Medicare, which are imposed by the City’s insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time-to-time, or required by law.

(2) The spouse of the bargaining unit Employee/retiree (current at time of 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, which are imposed by the City’s insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time-to-time, or required by law. In the event a retiree remarries after separation from the City, the spouse will not be included in the health insurance premium subsidy.

(3) Dependents (current at time of bargaining unit employee’s separation from the City), as defined by the rules of the City group health insurance plan in effect at the time of separation. After the dependent reaches the eligibility age for or is otherwise eligible for federal benefits under Medicare, or

age 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, which are imposed by the City’s insurance carrier, as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as modified from time-to-time, or required by law.

(4) In the event of death of the bargaining unit Employee/retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to the requirements in b2. Dependents, as defined hereinabove, will continue to receive benefits in the event of death of the Employee/retiree as long as they meet the definition of dependents in the City group health insurance plan in effect at the time of retirement.

(5) In the event of a catastrophic injury or medical illness which forces a bargaining unit Employee who has not reached 20 years of full-time service with CCSO and age 47 to retire from service of CCSO under NRS 616 and 617 (Work Related Injury or Illness) or as a Nevada PERS disability retirement, this benefit will be prorated for the Employee at 5% per year of service after the Employee has worked for CCSO for 10 years, up to a maximum of 90% and subject to the provisions hereinabove concerning the bargaining unit Employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The benefit under this subparagraph 5 does not apply to spouse or dependents and does not trigger any spousal or dependent benefits under this Article.

c. If the benefits provided to retirees, their spouses and dependents under subsection 3 of section (b) of this Article are modified (reduced or eliminated) in the future by mutual agreement of the City and the Association including binding fact-finding or interest arbitration pursuant to NRS Chapter 288, such modification shall not apply to retirees, their spouses and dependents then receiving the benefits, and the retiree, his or her spouse or dependent will continue to receive the benefit on the basis specified by this Agreement in effect

as of the date of retirement.

(c) This provision of the Agreement is in exchange for a permanent 5% reduction in the cost of living increase that was due July 1, 2012 in the bargaining unit Employee's biweekly base salary and is therefore in effect on this same date. If the Retirement Insurance benefit provided for in this Article be eliminated, the 5% permanent reduction in the Employee's biweekly base salary will be restored on the effective date of elimination of this benefit and will include compounded interest (based on prime rate) accrued from July 1, 2012 to and including the date of the benefit elimination.

(d) Nothing contained in subsection 3 of section (b) of this Article is intended to revoke, repeal, replace or otherwise modify the rights created in Article 12 of this Agreement.

(e) An Employee on leave without pay may continue the group health insurance coverage for a maximum period of one year by making application to the Human Resources Department and enclosing a certified check payable to Carson City.

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

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

Article 14. GROUP LIFE INSURANCE

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

Article 15. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

(a) Employees may authorize payroll deductions for the purpose of paying the Association dues. Upon the execution of the proper personnel payroll document filed with the Carson City Chief Financial Officer, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an Employee, on a bi-weekly basis, such sums as the Employee may specify for Association dues and the

City's approved group health and dental insurance.

(b) The Association will indemnify, defend and hold the City harmless 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 appropriated 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. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions will be made. In this connection, all other legal and required deductions have priority over Association dues.

Article 16. EMPLOYEE GRIEVANCE PROCEDURES

(a) DEFINITIONS:

_____A "grievant" is any Lieutenant or Captain who has a dispute or claim arising out of or relating to the working conditions or the interpretation or the application of this Agreement.

A "working day" means any day Monday through Friday, excluding State and Federal Holidays.

(b) INDIVIDUAL EMPLOYEE GRIEVANCE PROCEDURES:

Any dispute or claim arising out of or relating to the working conditions or the interpretation or the application of this Agreement must be resolved in the following manner:

1. Any Employee may file a grievance relating to any condition arising out of the employer-employee relationship including, but not limited to, classification, compensation, working hours, working conditions, or the interpretation of any law or regulation. This does not preclude informal discussions and attempts to resolve the problem prior to filing a formal grievance, even though such discussions are not part of the formal grievance procedure.

2. When an Employee becomes aware, or should have been aware or discovered that a problem exists, the Employee shall, within fifteen (15) working days after the problem occurred or was discovered, submit to the Sheriff, a grievance form duly signed and dated which must contain the following:

- a. A brief statement of the grievance.
- b. The date the grievance occurred or was discovered.
- c. State remedy sought.
- d. The signature of the Employee.
- e. The date of submission to the sheriff.
- f. The following statement: "Failure to respond within ten (10)

working days will result in the grievance being automatically moved to the next step as if the grievance was denied and timely appealed if this period has not been mutually extended in writing by the Parties."

3. If the Sheriff denies the grievance, the Sheriff must so indicate in writing, providing the reason for the denial, signed and dated, on the grievance form and return it to the Employee for his or her response. The Sheriff has ten (10) working days from the date of receipt to respond.

4. If the Employee does not agree with the decision of the Sheriff, the Employee may forward the grievance and all attachments to the Human Resources Director within ten (10) working days of receipt from the Sheriff.

5. The grievant shall meet informally with the Sheriff and discuss the matter. If the grievant is not satisfied with the outcome of the meeting, the grievant must present

a written grievance to the Sheriff within fifteen (15) working days of the time that the grievance is known or reasonably should have been known.

6. If the Sheriff denies the grievance or fails to respond to the grievance within ten (10) working days, the grievance must be submitted to the City Human Resources Director. The City Human Resources Director shall, by written notice to the Parties within five (5) working days of receipt of the written grievance, direct that the Parties proceed to non-binding mediation. Mediation must be held within twenty-one (21) working days of the written notice provided by the 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 (FMCS) by either Party. Any costs of mediation must be split evenly between the Association and the City. If the Parties are unable to resolve the grievance through mediation, the grievant may, within ten (10) working days of mediation, submit the grievance to arbitration for resolution.

7. If the grievance is not resolved through mediation, the grievance may be submitted to arbitration by notifying the other Party in writing within ten (10) working days of the deadlock. 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 shall request a list of seven 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. The Arbitrator shall be selected in the manner provided by NRS 288.200.

8. The Arbitrator shall convene a hearing as soon as reasonably possible at the mutual convenience of the Arbitrator and the Parties. The expenses for witnesses or

counsel for either side must be paid by the Party producing such witnesses or retaining such counsel. A stenographic record must be taken of each hearing. The costs of the record, the Arbitrator's fees and expenses must be assessed by the Arbitrator on either or both Parties in his or her discretion.

9. The Arbitrator shall have no authority to amend or delete any of the terms of this Agreement or any of the Sheriff's Department rules, regulations and policies. A decision of the Arbitrator must be based solely on the evidence and the arguments presented by the Parties at the arbitration hearings, and the decision of the Arbitrator is final and binding except as provided by law.

10. Time limits prescribed in this Article are intended to expedite the grievance procedure. Failure of an aggrieved Employee to comply with this Article within the set time limits shall constitute a waiver of the grievance. Any time limits may be extended by mutual written agreement of the Parties which must not be unreasonably withheld.

11. The Sheriff will neither settle nor deny the grievance without first notifying the Association that the grievance has been filed. In all instances, the Association has the right to intervene. If the Association did not agree to arbitration, it is not responsible for any fees or expenses under subsection 8 of section (b) of this Article. The grievant, however, will be responsible for any fees or expenses under subsection 8 of section (b) of this Article. In addition, if the Association does not agree to arbitration, the Arbitrator may require the payment of one-half 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.

12. E-mail may be used for grievance submission and time waivers.

Article 17. BILL OF RIGHTS

This Agreement hereby adopts and incorporates by this reference the provisions of NRS Chapter 289 , known also as the Police Officers Bill of Rights, as they may be

amended from time to time.

Article 18. DEPARTMENTAL TRAINING COURSES

(a) Upon approval of the Sheriff and if budgeted CCSO training funds are available, bargaining unit Employees will be reimbursed for reasonable tuition, books and consumable educational material 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 Intermediate, Advanced or Management levels.

2. The training is in accordance with the departmental 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 must be taken from a recognized and accredited school or POST certified program and the Employee must present evidence of successful attendance and completion of the training before reimbursement can be considered for approval by the Sheriff.

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 Sheriff about the relatedness to current job performance is final and not subject to grievance by the Employee under this Agreement.

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

Article 19. STANDBY AND ON-CALL PAY

(a) An Employee who is requested to be on a standby status shall be paid at the rate of \$2.00 per hour for each hour of standby status.

(b) An Employee assigned to scheduled on-call status will receive ten (10) hours of compensatory time for each work week assigned to such activity. Lieutenants or Captains assigned to on-call status of less than one (1) work week will not receive ten (10) hours of compensatory time, but will receive \$2.00 for each hour the Employee is on on-call status pursuant to section (a), standby status.

Article 20. TRANSFERS

(a) If an Employee is to be permanently transferred by the City, he or she must be given reasonable notice of such transfer.

(b) No employee may be transferred solely for the purpose of harassment or discipline, or discriminatory motives.

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

Article 21. 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.

Article 22. DISCIPLINARY ACTIONS

As a general policy, discipline must be administered or imposed to fit the circumstances and on a basis of escalating punishment. No discipline may be imposed except for just cause.

(a) WARNING AND REPRIMAND

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

(b) SUSPENSION

If a 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 Sheriff or his or her designee for a period not to exceed two hundred forty hours (240) hours. In lieu of not coming to work, a suspended Employee may use accrued compensatory time or annual leave equal to the number of hours suspended.

(c) INVOLUNTARY DEMOTION AND DISMISSAL

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

(d) NOTICE OF SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL

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

Date of receipt shall be deemed the date of personal delivery of the notice to the Employee which also must be the effective date of said discipline unless another effective date is specified in said notice.

The Sheriff or his or her designee may elect to serve notice upon an Employee by mail. In such an event, the notice should be mailed to the Employee at his or her last known address by registered or certified mail, return receipt requested. Date of receipt shall be deemed the date of delivery as indicated on the return receipt. If the notice is returned to the sender, date of 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) of this Article, the Employee to be so disciplined must be provided with a Specificity of Charges including a statement of facts constituting conduct for which discipline can be imposed, together with a statement of specific rules, regulations, ordinances, laws or policies violated.

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

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

(f) GRIEVANCE REVIEW OF DISCIPLINARY ACTIONS.

1. All disciplinary actions are subject to review by appeal through the grievance procedures set forth in Article 17.

2. 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.

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

Article 23. 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 coupled 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 the 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 24. RETIREMENT

(a) All Employees covered by this Agreement will be covered by the State of Nevada Public Employees Retirement System under benefits granted to Firemen and Policemen pursuant to NRS Chapter 286.

(b) The City agrees to make Health Insurance Coverage available to all Employees who retire from CCSO and who are eligible to receive retirement benefits.

(c) Employees who have attained the age of seventy (70) years will be eligible for continued employment on a year-to-year basis upon the recommendation of the Sheriff and approval of the Board of Supervisors.

(d) Employees must be retired from employment with the City in accordance with the provision of this Article and NRS Chapter 286.

(e) If PERS or the Nevada State Legislature take 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%, Carson 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 25. UNIFORM ALLOWANCE

(a) The City will pay each Employee a uniform allowance of \$1,850.00 per year with semi-annual payments included with the first paycheck of June and the first paycheck of December. Effective July 1 of each subsequent year of this Agreement, the uniform allowance will increase by \$50.00. The uniform allowance will cover the full cost of original purchase, replacement and upkeep of the uniform during the time of employment with the City. If the Sheriff alters, modifies or changes in any way the existing uniform requirements, the Association will be given reasonable notice. The City will bear the full cost of any such alterations, modifications or changes in the existing uniform requirements.

(b) The City will purchase uniforms and other gear, including body armor and body armor cover described herein, required but not issued by CCSO for each new Lieutenant or Captain hired. A Lieutenant or Captain for whom such purchases have been made will not receive a uniform allowance on the first two occasions when such checks are issued after the date of his or her hire. If a Lieutenant or Captain on whose behalf such purchases are made is terminated or leaves the service of CCSO for any reason during the probationary period, the uniforms and other gear purchased ,

including body armor and body armor cover, must be returned to the City.

(c) The City will purchase body armor and one body armor cover for each Lieutenant or Captain upon hire and then once every five years, with such expenditure not to exceed \$1,250.00 per Lieutenant or Captain. The cost of the body armor purchased will be paid by the City directly to the vendor of such body armor upon presentation to the Sheriff or his or her designee a receipt for the purchase. The purchase of Body armor pursuant to this provision applies to 25% of the total number of Employees in each year of this Agreement. The Association must provide to CCSO a list of all Employees eligible during each year of this Agreement.

(d) In the event an Employee loses or damages uniforms, equipment, watches or eye glasses in performance of duties and not caused by the Employee's own negligence, the City will reimburse the cost of items lost or damaged as follows:

1. Watches and sunglasses: up to \$100.00 each per incident.
2. Prescription glasses: up to maximum of \$300.00 per incident.
3. All other items: \$400.00 total per incident.

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

In order to receive any benefit under this Article, an Employee must report any claims prior to the end of the shift in 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 26. SPECIAL PAY PRACTICES

(a) SPECIAL PAY

1. Employees are eligible for educational incentive pay and P.O.S.T. incentive pay in the manner provided below:

a. Employees who have attained an Associates Degree will receive a two and one-half percent pay increase and those who have attained a Bachelors Degree will receive a five percent pay increase.

b. For those Employees who attain a Nevada advanced P.O.S.T. certificate, the following proficiency pay will be paid as follows:

(1) Advanced P.O.S.T.: 1.5% added to base pay.

(2) Supervisory/Management P.O.S.T.: 3% added to base pay.

(3) Executive P.O.S.T.: 4.5% added to base pay.

The proficiency pay described above will be paid only for the highest certificate earned and will not be cumulative. Employees receiving educational incentive pay for either an Associates Degree or a Bachelors Degree will continue to receive the incentive pay unless they choose to take the P.O.S.T. incentive pay. An Employee cannot receive both the educational incentive pay and the P.O.S.T. incentive pay.

(b) LONGEVITY:

1. Employees who have completed five (5) years of service with CCSO will receive ½% of the individual Employee's base salary. For every additional year of service after the fifth year, the Employee must be paid an additional ½% per year up to a maximum of 8% of the individual Employee's base salary. Payment for longevity will be paid on the last payday in July.

2. An Employee who is on leave without pay for an entire six-month period of qualification is not entitled to pay for longevity for that period.

3. An Employee who retires or dies during the annual qualifying period is eligible for pro-rate longevity pay.

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

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

Article 27. LAYOFF POLICY AND PROCEDURE

(a) DEFINITIONS FOR THIS POLICY ONLY

1. Break In Service. A break in service occurs when an Employee resigns, is discharged for cause or retires. However, City seniority accrued prior to layoff will be continued upon recall and re-employment. Job classification seniority may be continued if 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. Leave designated under the FMLA will not be considered a break in service.

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

3. Divisions. A division is defined as a clearly established first sub-unit of a department which has been determined by the department administrator.

4. Job Classification Series A job classification series is defined as 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 CCSO.

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

6. "Regular" Employee. An Employee who has completed the probationary period, but is serving a new probationary period for any reason 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 had never completed a probationary period, he or she will for layoff purposes be considered an Employee.

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

(b) PROCEDURE

1. Determination of job classifications to be affected by layoffs The Sheriff shall determine which job classifications of CCSO will be subject to layoffs.

2. Notice to Bargaining Unit. Whenever it is determined that a layoff of employees may occur because of lack of work or funds, the City Manager must give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period to the Association at least seven (7) calendar days prior to the effective date of notification to employees.

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

- a. Probationary employees must be laid off first,
- b. Regular employees must be laid off only after those layoffs within paragraph a of this subsection have been exhausted.

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

5. Vacancies. Whenever possible, Employees will be permitted to fill available vacancies, so long as the Employee meets minimum qualifications and successfully completes any necessary tests. If offered, the Employee must submit his or her decision in writing within seven (7) calendar days of notification to the City Human Resources Department .

6. Bumping

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

(1) has more city seniority than the employee being bumped;

(2) meets the minimum occupational qualifications.

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

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

d. Those employees laid off within CCSO 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 department and will become the senior member in the lower class.

7. Seniority. Whenever it is determined that a layoff of employees will occur, the City agrees to supply current city seniority lists and job series seniority lists to the various Employee Associations for the jobs being affected.

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

(c) RECALL

1. The name of an employee who has been laid off will be placed on a re-employment list and will be recalled in the inverse order in which the employee was laid off. Persons on such a list will be offered appointment to an opening in the job classification or equated 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 have been offered the position. The employee must provide the City with any address change while waiting for recall.

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

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

4. An employee recalled to his or her former or equated 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.

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

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

Article 28. COURT TIME

An Employee who appears to testify pursuant to a subpoena in any court or administrative proceeding that is required by the Employee's job will receive his or her regular salary during the period of court or administrative testimony or pretrial conference required by the District Attorney. If such court or administrative testimony is during the Employee's regular time off, he or she is entitled to a minimum of three (3) hours overtime pursuant to Article 9 if the Employee has already worked in excess of forty hours a week during the time scheduled for said court testimony. Such court time includes time involved in obtaining evidence or other related matters at CCSO. 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 CCSO. Employees subpoenaed to testify by the District Attorney shall tender any witness fees received to the City. Employees who testify pursuant to a subpoena during the Employee's regular time off are not entitled to call back pursuant to Article 8. Employees who are not subpoenaed but are ordered to testify by the District Attorney or by the Employee's supervisor are entitled to call back pursuant to Article 8. If the subpoena is canceled or the order to testify rescinded prior to the off duty Employee's departure for his or her court appearance, there is no entitlement to overtime pursuant to this Article.

Article 29. 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 remit his or her compensation for such jury duty to the Treasurer for deposit in the General Fund.

Article 30. 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 31. 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 32. 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 and the Association or the City Board of Supervisors may request discussion so desired.

(b) If any provision of this Agreement is found to be in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect. The Parties hereto agree to renegotiate any provision found to be in contravention of State or Federal law.

Article 33. ABSENCE OF SHERIFF

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

Article 34 FISCAL EMERGENCY

(a) The City has the right to reopen this Agreement for additional, further, new or supplementary negotiations relating to compensation or monetary benefits during a period of fiscal emergency. Negotiations must begin not later than 21 days after the City notifies the Association that a fiscal emergency exists. For the purposes of this section, a fiscal emergency shall be deemed to exist:

1. If the amount of revenue received by the general fund of the City during the last preceding fiscal year from all sources, except any nonrecurring source, declined by 5% or more from the amount of revenue received by the general fund from all sources, except any nonrecurring source, during the next preceding fiscal year, as reflected in the reports of the annual audits conducted for those fiscal years for the City pursuant to NRS 354.624; or

2. If the City has budgeted an unreserved ending fund balance in its general fund for the current fiscal year in an amount equal to 4% less of the actual expenditures from the general fund for the last preceding fiscal year, and the City has provided a written explanation of the budgeted ending fund balance to the Department of Taxation that includes the reason for the ending fund balance and the manner in which the City plans to increase the ending fund balance.

(b) The City shall include, with the notification, all relevant financial data and other information which supports the existence of the fiscal emergency. The Association will be allowed, in a timely fashion, to audit any and all documents to ensure that a fiscal emergency does exist, as defined above.

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

Article 35. ADOPTION AND DURATION OF AGREEMENT

(a) This Agreement is effective on July 1, 2019 and remains in effect until June 30, 2024 unless amended as provided herein. The Parties agree that this Agreement replaces any previous collective bargaining agreement between the Parties.

(b) This Agreement automatically renews for successive one-month terms after the initial term of this Agreement. If a Party desires to negotiate a change to any provision of this Agreement, that Party must notify the other Party in writing of the Article or Articles that the Party wishes to negotiate.

(c) If either the City or the Association desires to make changes in any Article of this Agreement during its term, it must give written notice to the other Party of the desired changes. The other Party has the right to agree to re-open the Article, or disagree. If either Party disagrees to open this Agreement for changes, the Agreement remains in full force and effect until the end of the term.

(d) The Parties shall promptly commence negotiations. If the Parties have not reached agreement by April 10th of the year in which the term of this Agreement expires, either Party may submit the dispute to an impartial fact-finder at any time for

his or her findings. The fact-finder shall make recommendations of the unresolved issues.

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

(f) NRS Chapter 288 will govern fact-finding and arbitration between the parties.

(g) In the event that future agreements are not reached prior to July 1st of the applicable contract year, all awards rendered by the final binding arbitrator shall be retroactive to July 1st of the year negotiations commenced.

(h) In the event a successor agreement is not agreed upon before the termination date of this Agreement, June 30, 2024, the City will not pay to or on behalf of any Employee any compensation or monetary benefit greater in any amount covered under this Agreement. Nonetheless, upon the termination of this Agreement with no successor agreement in place, the City may pay an increase in compensation or monetary benefits during the first quarter of the next ensuing fiscal year or pay an increase in its portion of the matching contribution rate for employees and employers in accordance with an adjustment in the rate of contributions pursuant to NRS 286.450.

CARSON CITY

CARSON CITY SHERIFF'S
SUPERVISORY ASSOCIATION on
behalf of the Carson City Lieutenants/
Captains

By: _____
ROBERT L. CROWELL, Mayor

By: _____
Jim Primka, President

ATTEST:

Aubrey Rowlett, Clerk-Recorder

APPENDIX A

Effective July 1, 2019 through June 30, 2024

PAY RATES		
STEPS	ANNUAL SALARIES	PERCENTAGE INCREASE
SSL 1	\$116,407.50	N/A
SSL 2	\$119,899.73	3%
SSL 3	\$123,496.72	3%
SSL 4	\$127,201.62	3%
SSL 5 *	\$131,653.67	3.5%
SSL 6 *	\$136,261.55	3.5%

* Employees are not eligible to move to SSL 5 until Fiscal Year 2022 or SSL 6 until Fiscal Year 2024.

INITIAL STEP PLACEMENT ON JULY 1, 2019	
STEPS	LIEUTENANT OR CAPTAIN POSITION (EMPLOYEE NUMBER)
SSL 1	
SSL 2	938
SSL 3	
SSL 4	486 & 492
SSL 5	
SSL 6	