

**City of Carson City  
Agenda Report**

**Date Submitted:** 10/28/2008

**Agenda Date Requested:** 11/6/2008

**Time Requested:** 10 Min.

**To:** Mayor and Supervisors  
**From:** Human Resources

**Subject Title:** Action to approve the collective bargaining agreement between Carson City and the Carson City Employees Association for the period of July 1, 2008 to June 30, 2012 and the Addendum to the collective bargaining agreement between Carson City, the Carson City Employees Association, Judge Russell, Judge Maddox, Judge Willis and Judge Tatro.

**Staff Summary:** Negotiations between Carson City and the Carson City Employees Association have been successfully concluded, resulting in a proposed four year agreement with the Carson City Employees Association. The Carson City Employees Association represents all classified, non-public safety employees of Carson City. Additionally, an Addendum to the collective bargaining agreement that specifies the coverage of employees of the courts and the juvenile justice system under the collective bargaining agreement is proposed.

**Type of Action Requested:** (check one)  
 Resolution  Ordinance  
 Formal Action/Motion  Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve the collective bargaining agreement between Carson City and the Carson City Employees Association for the period of July 1, 2008 to June 30, 2012 and the Addendum to the collective bargaining agreement between Carson City, the Carson City Employees Association, Judge Russell, Judge Maddox, Judge Willis and Judge Tatro.

**Explanation for Recommended Board Action:** The Board of Supervisors is requested to approve the proposed agreement and the proposed addendum to the agreement. Following Board of Supervisors approval, the new terms and conditions of the agreement and the addednum to the agreement will be implemented.

**Applicable Statue, Code, Policy, Rule or Regulation:** NRS chapter 288.

**Fiscal Impact:** The proposed agreement costs Carson City approximately approximately \$350,575 less over the life of the agreement in the general fund and approximately \$522,636 less over the life of the agreement for all funds as compared to the current agreement.

**Explanation of Impact:** The fiscal impact for FY 2008 is approximately \$242,804 greater than budgeted for the general fund and \$360,705 greater than budgeted for all funds. However, over the course of the agreement, the cost of the proposed agreement is less than the cost of the current agreement as set forth above.

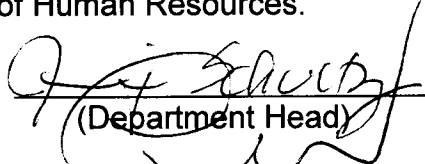
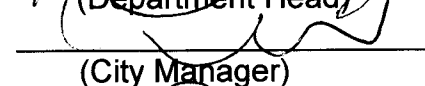
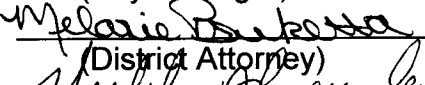
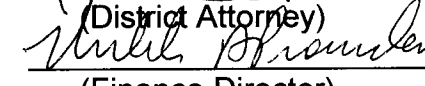
**Funding Source:** General Fund and all other funds that included CCEA covered employees.

**Alternatives:** Approve, Modify, or Deny.

**Supporting Material:** Proposed collective bargaining agreement and attachments. Proposed Addendum and exhibits.

**Prepared By:** Joel C. Benton, Senior Deputy District Attorney, on behalf of Jennifer Schultz, Director of Human Resources.

**Reviewed By:**

 _____ (Department Head)	Date: <u>10-28-08</u>
 _____ (City Manager)	Date: <u>10-28-08</u>
 _____ (District Attorney)	Date: <u>10-28-08</u>
 _____ (Finance Director)	Date: <u>10-28-08</u>

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_ \_\_\_\_\_  
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(Vote Recorded By)

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2008-2012  
A G R E E M E N T  
CARSON CITY  
and the  
CARSON CITY EMPLOYEES ASSOCIATION  
(July 1, 2008 - June 30, 2012)

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20 The following are incorporated into this agreement:

21     Addendum A (Re: Article 14.6 [formerly § 14.2] and Article 16.6)

22     Schedule A Fiscal Year 08-09 Salary Schedule

23     Schedule B Fiscal Year 09-10 Salary Schedule

24     Schedule C Fiscal Year 10-11 Salary Schedule

25     Schedule D Fiscal Year 11-12 Salary Schedule

26     Attachment 1 Bargaining Unit Position Titles by Salary Grade Level (2008)

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AGREEMENT

This Agreement is entered into this 1st day of September, 2005, by and between Carson City, a political subdivision of the State of Nevada, hereinafter referred to as "City", and the Carson City Employees Association, hereinafter referred to as "Association".

PREAMBLE

WHEREAS, the City and the Association provide public services essential to the health, safety and welfare of the residents of Carson City; and

WHEREAS, the parties to this agreement and the employees of the City recognize their responsibility to provide such services to the community; and

WHEREAS, it is the duty of the City to negotiate in good faith with the Association and it is the duty of the Association to negotiate in good faith with the City concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

It is hereby agreed as follows:

ARTICLE 1

RECOGNITION

1.1 ASSOCIATION RECOGNITION

The City hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining of employees in the job classifications listed in Schedule A attached hereto and working more than 1,040 hours per year except for those employees that are:

- a. Unclassified, which includes all positions exempt from overtime pursuant to the Fair Labor Standards Act.
- b. Newly hired persons in a probationary status.
- c. Represented by another Collective Bargaining Agreement.
- d. Hourly recreational employees.

1 The City agrees not to recognize or bargain with any other organization purporting to represent  
2 the members of the bargaining unit for as long as the Association remains eligible for  
3 recognition as an employee organization.

4 1.2 EMPLOYEE DEFINITION

5 As used herein, unless the context otherwise requires, the words and terms listed below  
6 shall have the meanings ascribed to them in this section.

- 7 a. "Regular employee" means an employee who has been retained in a regular  
8 position after completion of the probationary period.
- 9 b. "Regular part-time employee" means a regular employee whose regular  
10 workweek consists of at least 21 hours but less than forty hours.
- 11 c. "Hourly Recreational Employee" means a person who works in the Recreation  
12 Department in a seasonal or cyclical position whose term of employment does  
13 not exceed 270 consecutive days in any fiscal or calendar year.

14 1.3 ELIGIBILITY FOR BENEFITS

15 The rights and benefits provided herein shall be accorded to all employees recognized  
16 pursuant to Article 1.1 of this agreement. Employees working less than 2080 hours per year  
17 shall receive prorated annual leave, sick leave and merit salary increase benefits according to the  
18 number of hours worked. The term of any probationary period shall be credited for the purposes  
19 of determining annual leave, sick leave, merit salary increases, promotional rights and insurance  
20 eligibility.

21 ARTICLE 2

22 ASSOCIATION RIGHTS

23 2.1 RIGHT TO ORGANIZE

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

28

1       2.2    PERTINENT INFORMATION

2           The Association may request reasonable information concerning any subject matter  
3 included in the scope of mandatory bargaining which it deems necessary for and relevant to  
4 collective bargaining, or necessary for the administration or application of this agreement. The  
5 City shall furnish the information requested without unnecessary delay.

6       2.3    ASSOCIATION BUSINESS

7           Representatives of the Association and its affiliates will be permitted to transact  
8 Association business on City property, provided that this shall not disrupt normal work.  
9 Designated representatives of the Association shall be allowed to receive telephone calls or other  
10 communiques concerning Association business at any time during working hours.

11       2.4    ASSOCIATION USE OF BUILDINGS

12           The Association may use the City's buildings for meetings if such use does not interfere  
13 with the City's operations. The department head's permission must be obtained before any  
14 meeting, but such permission may not be unreasonably withheld.

15       2.5    NOTIFICATION TO ASSOCIATION OF NEW EMPLOYEES

16           The City shall notify the Association of the name, classification and starting grade and  
17 step for each new employee within thirty days of the new employee's starting date.

18       2.6    ASSOCIATION USE OF INTER OFFICE COMMUNICATION FACILITIES

19           The Association shall have the right to post notices of activities and matters of  
20 association concern on bulletin boards, at least one of which shall be provided in each  
21 department. The association shall have the right to use the inter office mail for association  
22 business.

23       2.7    ADMINISTRATIVE LEAVE

24           On July 1st of each year, the Association shall be credited with 160 hours of  
25 administrative leave to be used for Association business by employees during working hours  
26 without loss of pay. The department head's approval must be obtained before administrative  
27 leave may be used, but such approval may not be unreasonably withheld. Administrative leave  
28 is separate and distinct from release time as provided in Section 2.8.

1       2.8     RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEE'S

2             When the City and Association agree to conduct negotiations during normal work hours,  
3     the City shall allow release time, with pay, to those employees who are members of the  
4     Association's negotiation committees. Grievance hearings shall be conducted during normal  
5     work hours with release time, with pay, for those employees who are members of the  
6     Association's grievance committee. Release time is separate and distinct from, and exclusive  
7     of Association Leave in Section 2.7. The Association shall notify City Human Resources  
8     Manager and City Manager in writing of a maximum of seven employees who will serve on their  
9     negotiation committee, five of whom may attend negotiation sessions as discussed above.

10       2.9     EXCLUSIVE RIGHTS OF ASSOCIATION

11             The rights and privileges of the Association and its representatives as set forth in this  
12     Agreement shall be granted only to the Association as the exclusive representative of the  
13     employees in the bargaining unit.

14                                     ARTICLE 3

15                                     ASSOCIATION DUES

16       3.1     DUES DEDUCTION AUTHORIZATION

17             The City agrees to deduct association dues from the employees who authorize the  
18     deduction in writing.

19       3.2     NOTIFICATION AND TRANSMITTAL OF MONIES

20             The Association will periodically certify to the City, in writing, the current rate of  
21     membership dues and provide the City with an appropriate payroll deduction authorization from  
22     each employee prior to the effective date for instituting such deductions. Authorizations  
23     currently on file with the City will continue to be recognized by the City.

24             All such fees, together with records of any corrections and changes, shall be transmitted  
25     to the appropriate office of the Association on a monthly basis.

26       3.3     INDEMNIFICATION

27             The Association will indemnify, defend and hold the City harmless against any claims  
28     made and against any suits instituted against the City on account of any action taken or not taken



1 by the City in good faith under the provision of this article. The Association agrees to refund  
2 to the City any amounts paid to it in error on account of the payroll deduction provisions after  
3 presentation of proper evidence thereof.

4 ARTICLE 4

5 MANAGEMENT RIGHTS

6 4.1 CITY'S RIGHT TO MANAGE

7 Except as otherwise provided herein and/or as provided by NRS 288, or in any  
8 supplement hereto, the City retains all rights reserved to local government employers under the  
9 laws of Nevada. The retention of these rights does not preclude any employee from filing a  
10 grievance or seeking a review of the exercise of these rights. The City shall provide reasonable  
11 prior notice to the Association before it implements changes in personnel practices or general  
12 working conditions that will affect an entire department or division.

13 ARTICLE 5

14 NONDISCRIMINATION

15 The City will not discriminate against any employee because of race, creed, color,  
16 religion, sex, age, physical or visual handicap, national origin or because of political or personal  
17 reasons or affiliations. The City will not interfere, restrain or coerce any employee in the  
18 exercise of any right guaranteed under this agreement or under the laws of Nevada or the United  
19 States of America. The City will not discriminate in any way among its employees on account  
20 of membership in or activities on behalf of the Association. The City will not discriminate in  
21 regard to hiring, tenure or any term or condition of employment to encourage or discourage  
22 membership in any employee organization.

23 ARTICLE 6

24 EMPLOYEE RIGHTS

25 6.1 CIVIC, JUDICIAL AND QUASI-JUDICIAL DUTY

26 An employee called to appear for legal proceedings before any judicial or quasi-judicial  
27 or administrative tribunal, as a result of a job related incident or in the course of performance  
28

1 of employment obligation or for jury duty, shall be granted administrative leave and shall not  
2 lose compensation for responding or participating in such proceedings.

3 Such leave shall include appearances as a witness or as a juror for jury duty, and any  
4 witness or juror fees received shall be paid over to the City.

5 6.2 PERSONAL LIFE

6 The personal life of any employee is not an appropriate concern of the City unless it in  
7 fact adversely affects job performance or productivity.

8 6.3 APPEARANCES BEFORE EMPLOYER

9 Upon request, an employee shall be entitled to have a representative of the Association  
10 present during any appearance before the City or its agents concerning any matter which could  
11 adversely affect the employee's position, employment, salary, or any increments pertaining  
12 thereto.

13 6.4 JUST CAUSE

14 No employee shall be disciplined, suspended, reduced in rank or compensation, adversely  
15 evaluated, transferred for disciplinary reasons, dismissed, terminated, or otherwise deprived of  
16 any employment advantage without just cause.

17 Whenever appropriate, the City agrees to follow a policy of progressive discipline which  
18 minimally includes verbal warning, written reprimand, suspension without pay, demotion, with  
19 termination or dismissal only as a final and last resort.

20 6.5 UNIFORM APPLICATION OF RULES AND REGULATIONS

21 All rules and regulations governing employee activities and conduct shall be interpreted  
22 and applied uniformly throughout the City departments covered by this Agreement, except as  
23 otherwise provided by NRS Chapter 62 G.

24 6.6 STATE AND FEDERAL RIGHTS

25 Nothing contained herein shall be construed to deny employees such rights as they have  
26 under the laws of Carson City, Nevada, the United States or other applicable laws, decisions and  
27 regulations. The rights granted to employees hereunder shall be deemed to be in addition to  
28 those provided elsewhere.

1 ARTICLE 7

2 LONGEVITY

3 7.1 LONGEVITY PAYMENT AND ELIGIBILITY

4 Effective July 1, 2003, a longevity benefit is available to eligible bargaining unit  
5 employees. The first longevity eligibility determination will occur at the end of the last,  
6 complete pay period that occurs before the first semi-annual longevity payment is paid out in the  
7 first payday in December, 2003. The next longevity eligibility determination will occur at the  
8 end of the last, complete pay period that occurs before the first semi-annual longevity payment  
9 is paid out in the first payday in June, 2004. This process of eligibility determination and  
10 longevity payment payout will continue semi-annually thereafter in the first payday in December  
11 and June of each fiscal year.

12 If, on the eligibility determination date, an employee has completed six years of full-time  
13 continuous, regular City service in a bargaining unit position, s/he will receive \$100 semi-  
14 annually payable on the first payday in December and the first payday in June. This payment  
15 is not an adjustment to an employee's base salary but a lump-sum payout that is subject to PERS  
16 contribution. For each additional year of full time, continuous service in a bargaining unit  
17 position after the sixth year that has been achieved by the eligibility determination date, the  
18 employee will receive an additional \$50 semi-annually payable as above. Longevity payments  
19 shall be capped at a level for completion of 25 years of service and an employee with more than  
20 25 years of service is paid the same amount as those who have completed 25 years of service.  
21 The semi-annual and total annual payments are set forth in the table listed below.

22

Completed	Semi-Annual	Total
1-5	none	
6	100.00	200.00
7	150.00	300.00
8	200.00	400.00
9	250.00	500.00
10	300.00	600.00
11	350.00	700.00
12	400.00	800.00
13	450.00	900.00

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14	500.00	1000.00
15	550.00	1100.00
16	600.00	1200.00
17	650.00	1300.00
18	700.00	1400.00
19	750.00	1500.00
20	800.00	1600.00
21	850.00	1700.00
22	900.00	1800.00
23	950.00	1900.00
24	1000.00	2000.00
25	1050.00	2100.00

- a. Regular, full-time, part-time, or intermittent employees covered under the agreement who have had a break in service [i.e., separation, resignation, termination, retirement, etc.], will begin a new, initial eligibility period starting with the date of their last re-employment or reinstatement as a regular employee of the City in a bargaining unit position. However, employees who have been separated as a result of an involuntary reduction in force who are re-called to a bargaining unit position within two years will not be required to begin a new eligibility period. Regular seasonal employees' furlough periods (periods of leave without pay during the "off" season) will not be considered as breaks in service, but only regularly scheduled and paid hours in City employment in a seasonal bargaining unit position will be used to determine when a regular seasonal employee has completed a year of service as described below in 7.1(C).
- b. Periods of employment as a temporary, hourly, or time limited employee are not creditable for longevity.
- c. An employee who has had continuous service as a regular employee in a bargaining unit position but who has worked less than full time or without pay during any part of an eligibility period may receive credit for regularly scheduled hours in a pay status. That is, periods of regular continuous seasonal, part-time or intermittent employment will be credited on a regularly scheduled, paid-hour

1 basis. Employees who, during their regular continuous employment period with  
2 the City, have periods of regular service that is less than full-time (40 hours per  
3 week) must complete at least 1900 hours in a pay status to be credited with a full  
4 year of continuous service.

5 **7.2 OTHER REQUIREMENTS FOR LONGEVITY PAY**

6 An employee shall be eligible for a semi-annual longevity payment if, at the last annual  
7 performance evaluation on file in the employee's official personnel folder, the employee  
8 received a summary performance rating of satisfactory (standard) or better. Employees who lose  
9 their eligibility for semi-annual longevity payment because of a less than fully satisfactory  
10 (standard) annual performance evaluation, will not become eligible for restoration of the  
11 longevity payment until (a) they receive a satisfactory or better evaluation at the next regularly  
12 scheduled annual evaluation; and (b) the effective date of the satisfactory evaluation occurs  
13 before the next eligibility determination date. While the employee loses a year of longevity  
14 payments for a less than satisfactory (standard) evaluation, the time spent during that year is  
15 counted as part of the continuous service under the longevity benefit when longevity payments  
16 have been restored after the subsequent satisfactory evaluation is achieved by the employee.

17 **ARTICLE 8**

18 **EMPLOYEE WORK SHIFT AND WORKWEEK**

19 **8.1 STANDARD WORK SHIFT**

- 20 a. The City shall determine the regularly scheduled work shift based upon  
21 operational needs and demand for services.  
22 b. In the event the City decides to change a regularly scheduled work shift, the City  
23 shall provide 15 days advance notice to and discussion with the Association and  
24 affected employees.

25 **8.2 STANDARD WORKWEEK**

- 26 a. Regular full-time employees' regularly scheduled workweek shall be 40 hours.  
27 b. Regular part-time employees' regularly scheduled workweek shall be not less  
28 than 21 hours.

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c. This section does not establish nor should it be understood to establish a guaranteed work week for employees covered by this Agreement but defines the basic workweek for purposes of a subject of mandatory negotiation and overtime.

8.3 REST PERIOD

- a. Employees' shall receive a 15 minute rest period for each four hours worked.
- b. Insofar as workload and staffing permit and subject to approval of the employee's supervisor, the City agrees to allow employees to accumulate their two allotted 15-minute rest periods daily and to allow employees to utilize said rest periods in conjunction with their allotted lunch period. It is agreed that such utilization must occur during the current shift and may not be utilized on a subsequent shift.

ARTICLE 9  
OVERTIME

9.1 COMPUTING OVERTIME

- a. "Working hours" means the time an employee is required to be on duty, or on the employer's premises, or at a prescribed work place and time during which he is permitted to work.
- b. Annual leave, sick leave, approved holidays and compensatory time off shall be considered hours worked for the purpose of computing overtime.
- c. Full-time employees who work in excess of their assigned work shift shall be paid time and one half (1.5) their regular hourly rate unadjusted for retirement for the excess hours. Such employees shall also be entitled to shift differential in accordance with the provisions of Article 14, § 14.6.
- d. Employees who work in excess of 40 hours per week shall be paid time and one half (1.5) their regular hourly rate unadjusted for retirement for the excess hours. Such employees shall also be entitled to shift differential in accordance with the provisions of Article 14, § 14.6.

1           9.2    COMPENSATORY TIME OFF

- 2           a.     In the event an employee works overtime in a particular work week, the  
3                 employee may elect to take compensatory time off at the rate of time and one half  
4                 (1.5) in lieu of overtime cash payment.
- 5           b.     In the event an employees' compensatory time balance is in excess of 160 hours,  
6                 compensatory time off in lieu of overtime cash payment may only be made with  
7                 management approval.
- 8           c.     Compensatory time may accumulate to a maximum of 240 hours.
- 9           d.     At the election of the employee, all or part of the accumulated compensatory time  
10                may be paid to the employee on first pay day in July and on the first pay day in  
11                December of each fiscal year, up to a maximum of 120 hours in any one fiscal  
12                year.
- 13          e.     Effective upon ratification of this contract, compensatory time off must be used  
14                within nine months of accrual of the compensatory time or the City shall pay the  
15                employee for the accrued compensatory time on the next regularly scheduled  
16                paycheck. However, any compensatory time earned by an employee at the time  
17                of ratification will not be subject to the above requirement, but will be subject to  
18                use at the election of the employee, subject to normal restrictions on use of  
19                annual leave.

20          9.3    EMPLOYEES WORKING ON SEVEN-DAY OPERATIONS

- 21          a.     Employees working on necessary continuous seven day operations, whose  
22                occupations involve work on Saturdays, Sundays, and holidays, shall be paid  
23                overtime compensation for work on those days only for time worked in excess  
24                of their regular work shift or 40 hours per week, except as provided herein.
- 25          b.     If an employee works a holiday refer to Article 16.6.

26          9.4    ASSIGNMENT FOR OVERTIME WORK

27                Overtime work shall be rotated among eligible and qualified employees in the job  
28                classification involved, in the order of their seniority. Such rotation shall be on a continuous

1 basis, that is, the employee next in line of seniority to the employee who was assigned to the  
2 immediately preceding period of overtime work shall be first assigned to the current overtime  
3 work.

4 ARTICLE 10

5 PROBATIONARY PERIOD

6 All new employees shall serve a probationary period up to 12 months. Such employees  
7 are not subject to this agreement and may be laid off or discharged during this period for any  
8 reason. After such trial period, an employee shall be deemed to be a regular employee, and shall  
9 acquire seniority from their first date of hire. Probationary employees shall not be subject to the  
10 terms of this agreement unless expressly provided herein.

11 Probationary periods may be extended for not more than 3 months by mutual agreement.

12 ARTICLE 11

13 HOURLY EMPLOYEES

14 11.1 EMPLOYMENT STATUS

15 It is recognized that from time to time there is need for the City to hire hourly employees.  
16 After an hourly employee has worked a total of 1,040 hours in a fiscal year, the employee shall  
17 thereafter be granted all benefits given to regular employees covered by this contract. This  
18 provision does not apply to hourly recreational employees who will continue to be hourly  
19 employees even if employed for more than 1,040 hours in a fiscal year.

20 ARTICLE 12

21 GRIEVANCE

22 12.1 DEFINITIONS

- 23 a. A grievance is a claim relating to the interpretation or application of this  
24 Agreement and those portions of the Carson City Personnel Regulations that are  
25 subjects of mandatory bargaining. This does not preclude informal discussion  
26 and attempt to resolve the problem prior to filing a formal grievance, even  
27 though such discussions are not part of the formal grievance procedure.

28



1           b.     A grievant is a regular employee, or a group of regular employees, or the  
2           Association filing a grievance.

3           c.     Days shall mean working days, Monday through Friday, and shall not include  
4           Saturday, Sunday or holidays.

5     12.2   RIGHTS TO REPRESENTATION

6           With the consent of the affected employee, at least one Association representative may  
7           be present for any meeting, hearing, appeal, or other proceeding between the City and the  
8           grievant relating to a grievance which has been presented under this Article.

9           If, in the judgment of the Association, a grievance affects a group of employees or the  
10          Association, the Association may initiate and submit such grievance, in writing, to the Human  
11          Resources Department directly, and the processing of such grievance shall commence at Step  
12          II. The Association may process such a grievance through all levels of the procedure unless the  
13          individual aggrieved person does not wish to do so.

14          When it is necessary for the grievant to investigate a grievance or to attend a meeting or  
15          hearing held in connection therewith, he or she will be released from normal duties, without loss  
16          of pay, in order to do so.

17     12.3   INDIVIDUAL RIGHTS

18          Nothing contained herein shall be construed as limiting the right of any employee having  
19          a complaint to discuss the matter with the appropriate supervisors, and to have the problem  
20          adjusted without the intervention of the Association, as long as the Association has had, at the  
21          request of the employee, the opportunity to be present at these discussions, and is notified in  
22          writing as to the disposition of the matter, and such disposition is not inconsistent with the terms  
23          of this Agreement.

24     12.4   PROCEDURE

25          All grievances shall be submitted in writing. Name of the aggrieved person(s); the  
26          Department of the person(s); a short, concise statement of the grievance which identifies the  
27          section of the contract, rule, regulation, or law alleged to have been violated; the action requested  
28          and/or relief sought; and date the grievance was filed.

1 All grievances in the first instance may be submitted to the Association in order to  
2 request representation and protection for the employee.

3 Failure to respond at any supervisory level within five days will result in the award being  
4 granted to the grievant unless the total direct cost of the grievance is greater than \$250.00 or  
5 unless the delay is caused by the absence or unavailability of a person critical to the  
6 determination of the grievance. If the total annual direct cost of the grievance is greater than  
7 \$250.00, the failure to respond at any supervisory level within five days will result in the  
8 grievance being automatically moved to the next step. Direct cost shall not include the City's  
9 overhead in processing or responding to the grievance.

10 STEP I

11 Within 21 days of the occurrence, knowledge or condition which is the basis of the  
12 complaint, the grievant may present the grievance, in writing, to the department head. The  
13 department head shall attempt to adjust the matter and respond in writing to the grievant within  
14 five days. The answer shall include the reasons upon which the decision was based.

15 STEP II

16 If the grievant is not satisfied with the disposition of the grievance at Step I, the grievant  
17 may, within five days, submit the grievance in writing to the Human Resources Department.  
18 The Human Resources Director shall, by written notice to all parties concerned within five days  
19 of receipt of the written grievance, direct that the parties proceed to non-binding mediation.  
20 Mediation must be held within 21 days of the written notice provided by the Human Resources  
21 Director unless mutually agreed upon by the City and the Association. If the parties are unable  
22 to agree on a person to act as a neutral mediator, a request for a mediator shall be made to the  
23 Federal Mediation and Conciliation Services (FMCS) by either party. Any costs of mediation  
24 shall be split between the Association and the City. If the parties are unable to resolve the issue  
25 through mediation, the grievant may, within ten (10) working days of mediation, submit the  
26 grievance to arbitration for resolution as provided in Step III.

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STEP III -- BINDING ARBITRATION

The grievant or the Association shall exercise the right of arbitration by giving the Human Resources Manager written notice of its intention to arbitrate within 10 days after the parties agree they are unable to resolve the issue through mediation at Step II. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within 10 days after such written notice of submission to arbitration, the City and the Association will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the 10 day period, a request for a list of arbitrators may be made by either party to the Federal Mediation and Conciliation Service. Within five days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall consider the grievance and render a decision which shall be final and binding upon the parties without recourse except as provided by law.

12.5 ARBITRATION COSTS

Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be shared equally by the parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share equally the costs.

12.6 JURISDICTION OF THE ARBITRATOR

The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance, shall be consolidated for hearing before an arbitrator.

1           The award of the arbitrator may be entered in any court of competent jurisdiction, should  
2 either party fail to implement the award. If a motion to vacate the arbitrator's award is entered  
3 in a court of competent jurisdiction, and the initiating party does not prevail in the litigation,  
4 such party  
5 shall bear the full costs of such action including, but not limited to, the adverse party's court  
6 costs, legal fees and other related expenses incurred as a result of defending such action.

7       12.7 EXCEPTIONS TO TIME LIMITS

8           The time limits provided in this Article shall be strictly observed, unless extended by  
9 written agreement of the parties or otherwise excused for just cause.

10          Grievances involving alleged errors in salary are deemed continuing grievances, with  
11 each salary payment constituting a separate occurrence which may form the basis of a complaint.

12          Notwithstanding the expiration of this Agreement, any claim or grievance may be  
13 processed through this grievance procedure until resolution.

14       12.8 COOPERATION OF THE EMPLOYER AND ASSOCIATION

15          The City and the Association will cooperate with each other in the investigation of any  
16 grievance, and further, will furnish each other with such necessary and relevant information as  
17 is requested for the processing of any grievance. No grievant, grievance board member or  
18 member of a grievance committee involved in the investigation, processing, or hearing of any  
19 grievance shall suffer loss of salary or benefits. Overtime or any other special pay shall likewise  
20 not apply.

21       12.9 PERSONNEL FILES

22          All documents, communications, and records dealing with the processing of a grievance  
23 shall be filed separately from the personnel files of the participants.

24                               ARTICLE 13

25                               RETIREMENT

26          All employees covered by this agreement shall be covered by the State of Nevada Public  
27 Employees Retirement system (PERS) pursuant to NRS Chapter 286. Any increases in the  
28 annual contribution amount required by NRS Chapter 286 shall be equally divided between

1 employee and the City for the purposes of adjusting salary increases or salary reductions as  
2 outlined in the PERS Official policy in effect at the time.

3 ARTICLE 14

4 COMPENSATION

5 14.1 SALARIES

- 6 a Effective July 1, 2008, all employees regularly occupying positions covered by  
7 the bargaining agreement will receive a 3.00% increase in their base salary. On  
8 July 1, 2008, all of the salary ranges covered by the agreement will be increased  
9 by 3.00% over the rates in effect on June 30, 2008. These new rates are listed in  
10 Schedule A for FY 2008-2009.
- 11 b. Effective July 1, 2009, all employees regularly occupying positions covered by  
12 the bargaining agreement will receive a 3.00% increase in their base salary. On  
13 July 1, 2009, all of the salary ranges covered by the agreement will be increased  
14 by 3.00% over the rates in effect on June 30, 2009. These new rates are listed in  
15 Schedule B for FY 2009-2010.
- 16 c. Effective July 1, 2010, all employees regularly occupying positions covered by  
17 the bargaining agreement will receive a 2.00% increase in their base salary. On  
18 July 1, 2010, all steps in each of the salary ranges covered by the agreement will  
19 be increased by 3.00% over the rates in effect on June 30, 2010. These new rates  
20 are listed in Schedule C for FY 2010-2011.
- 21 d. Effective July 1, 2011, all employees regularly occupying positions covered by  
22 the bargaining agreement will receive a 2.00% increase in their base salary. On  
23 July 1, 2011, all steps in each of the salary ranges covered by the agreement will  
24 be increased by 3.00% over the rates in effect on June 30, 2011. These new rates  
25 are listed in Schedule C for FY 2011-2012.
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1 14.2 MERIT INCREASE

2 Employees who maintain a performance evaluation of standard or better are eligible to  
3 receive merit increase in pay.

- 4 a. Employees who are serving their 12 month initial probation shall receive, upon  
5 successful completion thereof, a 2.0, 3.5, or 5.0. percent merit increase.
- 6 b. Upon each successive anniversary date, on the recommendation of the appointing  
7 authority, annual merit increases may be granted employees in recognition of  
8 receiving the following overall performance ratings of duties assigned to their  
9 position: a (2.0%) pay increase in recognition of an overall standard performance  
10 rating; a (3.5%) pay increase in recognition of an overall very good performance  
11 rating; a (5.0%) step pay increase in recognition of an overall exceptional  
12 performance rating.

13 14.3 MERIT INCREASES NOT GRANTED

14 If a merit increase is not granted at time of eligibility or the employee disputes the  
15 amount of the merit increase granted, the department head shall inform the employee, in writing,  
16 and state the reasons upon which the decision was based, and a prescribed remedy to improve  
17 employee's performance.

18 If within three months the employee has corrected the deficiency, the merit salary  
19 increase will be granted and paid from that date.

20 14.4 BASIS OF EVALUATIONS

21 Peer evaluations shall not be considered in evaluating an employee's performance for  
22 purposes of this Article.

23 14.5 STANDBY PREMIUM PAY

24 Employees who are required to be on standby time shall be compensated as follows:

- 25 a. Employees shall receive 10 percent of their regularly hourly rate for each hour,  
26 or fraction thereof, spent on standby time.
- 27 b. Employees shall be paid at the rate of one and one half (1.5) times their regular  
28 hourly rate for each hour, or fraction thereof, of actual work.

- 1 c. Employees who are on standby time on any holiday listed in Section 16.1 shall  
2 receive ten percent of their regular hourly rate for a period of not less than 24  
3 hours. If the employee is called back to work, the 10% would be paid only on  
4 the hours actually spent on standby.

5 14.6 SHIFT DIFFERENTIAL

6 An employee whose regularly scheduled shift requires working swing shift or graveyard  
7 shift which must consist of at least 4 hours between the hours of 6:00 p.m. and 6:00 a.m. shall  
8 receive, in addition to the compensation provided in the salary schedule in effect, shift  
9 differential pay in the amount of \$1.50 per hour for each hour worked during the entire shift.

10 14.7 CALLBACK PAY

- 11 a. An employee who is called back to work before or after his regular work  
12 schedule shall receive a minimum of two hours pay at the rate of one and one  
13 half (1.5) times the current contract salary. An employee who has returned home  
14 and is out of service after a callback shall receive a minimum of two hours pay  
15 at the rate of one and one half (1.5) times the current contract salary for each  
16 successive callback up to a maximum of eight callbacks in a 16-hour period or  
17 12 callbacks in a 24-hour period. An employee who receives a successive  
18 callback prior to returning home and going out of service shall not receive  
19 callback pay for the successive callback, but shall receive pay at time and one  
20 half for all hours worked.
- 21 b. When an employee is called at home and the employee performs the required  
22 tasks at home or by telephone, such employee shall receive callback pay for a  
23 minimum of one half hour or actual hours worked, whichever is greater, at the  
24 rate of one and one half (1.5) times the current contract salary.
- 25 c. Any employee who is eligible to receive call-back pay may elect to convert  
26 his/her call-back pay to compensatory time at the rate of 1.5 hours for each hour  
27 of call-back pay status.
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1 14.8 COURT TIME

2 An employee who appears to testify pursuant to a subpoena in any criminal/civil court  
3 or administrative proceeding that is required as a result of the employee's job shall receive  
4 his/her regular salary during the period of court or administrative proceeding or pretrial  
5 conference. If said court or administrative proceeding is during the employee's regular time off,  
6 and in the event that the employee's schedule cannot be changed to accommodate court  
7 schedules, he/she shall be entitled to a minimum of three (3) hours overtime pursuant to Article  
8 9 if said employee has already worked in excess of forty hours a week during the time scheduled  
9 for said court testimony. The employee must first obtain his/her supervisor's written approval  
10 in order to be eligible for overtime for any pretrial conference. Employees subpoenaed to testify  
11 shall tender any witness fees received to the City. Employees who testify pursuant to a subpoena  
12 during the employee's regular time off shall not be entitled to call back pursuant to Article 14.7.  
13 If the subpoena is canceled or the order to testify rescinded prior to the off duty employee's  
14 departure for his/her court appearance, there shall be no entitlement to overtime pursuant to this  
15 Article. Any alternative work schedule provided in order to accommodate the employee's  
16 attendance at any court or administrative proceeding or pretrial conference is not subject to the  
17 provisions of Article 8.1.

18 ARTICLE 15  
19 RESPONSIBILITY PAY

20 15.1 RESPONSIBILITY PAY

21 An employee who is assigned additional responsibilities, whether in the same or a higher  
22 classification, for at least one full shift shall be entitled to temporary duty pay in the amount of  
23 5% of the employee's current rate of pay in addition to the regular rate of pay. Such temporary  
24 duty pay shall terminate when the assignment is completed or revoked.

25 For purposes of this section, "assigned" shall be interpreted to mean an employee has  
26 been ordered, directed, required, or requested by a supervisor to perform additional  
27 responsibilities. It is agreed that an employee must perform all assigned additional  
28 responsibilities to be eligible for responsibility pay.



1     15.2 PAY FOR REQUIRED SPANISH

2             An employee who is expected by the City to fluently speak, read or write in Spanish in  
3 the performance of his or her job at least 3 times per week shall receive 2.5% of the employee's  
4 base salary for time in such an assignment. The employee's department head has the final  
5 authority to determine whether the use of Spanish is expected. The City may require testing to  
6 determine whether the employee is fluent in Spanish so as to be eligible for this benefit.

7     15.3 PAY FOR TRAINING ASSIGNMENT

8             An employee who is assigned as a trainer in any department by the department head, and  
9 who, as a part of the assignment is required to provide a written report on or evaluation of the  
10 progress of employees, shall receive an additional 5% of the employee's base salary for the  
11 duration of the assignment. An assignment as a trainer is not a promotion. Assignment and  
12 rescinding of the assignment as a trainer is solely at the discretion of the Department Head and  
13 is not subject to appeal through the grievance process.

14                                     ARTICLE 16

15                                     HOLIDAYS

16     16.1 LEGAL HOLIDAYS

17             The following days shall be observed as legal holidays:

- 18                     New Years Day (January 1)
- 19                     Martin Luther King's Birthday (third Monday in January)
- 20                     Washington's Birthday (third Monday in February)
- 21                     Memorial Day (last Monday in May)
- 22                     Independence Day (July 4th)
- 23                     Labor Day (first Monday in September)
- 24                     Nevada Day (last Friday in October)
- 25                     Veterans Day (November 11)
- 26                     Thanksgiving Day (fourth Thursday in November)
- 27                     Family Day (day after Thanksgiving Day)
- 28                     Christmas (December 25)

1     16.2    OTHER HOLIDAYS DEFINED

2           Any other legal holiday that may be appointed by the President of the United States, the  
3     Governor of Nevada or the Board of Supervisors.

4     16.3    HOLIDAY FALLING WITHIN VACATION PERIOD

5           If a legal holiday falls within an employee's approved vacation period, that day shall not  
6     be charged to annual leave.

7     16.4    HOLIDAY OBSERVANCE

8           When a designated holiday falls on a Saturday, the Friday before will be observed as the  
9     holiday, and when a designated holiday falls on a Sunday, the Monday after will be observed as  
10    the holiday.

11          Employees who work a four day workweek shall be granted a day off if the holiday does  
12    not fall on their regular workday.

13          For non-standard workweek employees who normally work Saturday and/or Sunday, if  
14    the designated holiday falls on a Saturday or Sunday, such day shall be granted as a holiday for  
15    purposes of Article 16.6 (Pay for Work on Holiday). The non-standard workweek employee shall  
16    not accrue additional holiday time for the Friday or Monday that is observed as the holiday for  
17    standard workweek employees.

18    16.5    COMPUTING HOLIDAY PAY

19          Holiday pay will be based upon the employee's regular hourly wage for the number of  
20    hours in his regular workday.

21          Such computation will be exclusive of shift differential and overtime pay.

22    16.6    PAY FOR WORK ON HOLIDAY

23          An employee who is required to work on a holiday which falls on the employee's regular  
24    day off shall receive two and one half (2.5) times the regular rate of pay for hours worked.

25          An employee who is required to work on a holiday which falls on the employee's regular  
26    work day shall receive two (2) times the regular rate of pay for hours worked.

27          In lieu of receiving compensation as specified above and subject to Employer's approval,  
28    the employee may elect to receive the regular rate of pay for the hours worked on the holiday and

1 accrue compensatory time off at straight time for the hours worked on the holiday. Such  
2 compensatory time balance may not accrue in excess of seven (7) work shifts.

3 ARTICLE 17

4 ANNUAL LEAVE

5 17.1 COMPUTATION OF VACATION DAYS

6 a. All regular full-time employees shall accumulate annual leave for each calendar  
7 month or major fraction thereof in accordance with the following schedule:

8 Less than 1 year:	6 hours
9 After 1 year but less than 2 years:	8 hours
10 After 2 years but less than 5 years:	10 hours
11 After 5 years of continuous employment:	14 hours

12 b. No employee shall be permitted to take annual leave until after 6 months  
13 continuous employment.

14 17.2 LIMITATION

15 A maximum of 240 unused vacation hours will be allowed to accrue from year to year.  
16 Accrued annual leave in excess of 240 hours must be taken prior to January 1 of each year, or  
17 such excess may be forfeited. An employee who has accrued annual leave in excess of the  
18 maximum specified above and who, through no fault of his/her own, is unable to use such excess  
19 annual leave prior to January 1st of the year following the year in which such leave is  
20 accumulated, shall be compensated for the amount of annual leave in excess of the maximum.

21 17.3 ANNUAL LEAVE UPON TERMINATION

22 Upon termination, the employee will receive a lump sum payment for all accumulated  
23 unused annual leave, up to the maximum, at 100% the current contract salary unadjusted for  
24 retirement. No employee shall be paid for accumulated leave upon termination of his service  
25 unless employed six months or more.

26 17.4 EMPLOYEES BECOMING ILL WHILE ON VACATION

27 An employee who submits satisfactory evidence that, during his vacation period, he was  
28 hospitalized for a disability, or that he was disabled for at least 2 consecutive days without

1 hospitalization, shall, at his request, be granted sick leave for the period of his disability to the  
2 extent that he is entitled to such leave under the provisions of Section 18.1 of this Agreement,  
3 and the portion of his lost vacation time for which sick leave is granted shall be credited to him.

4 ARTICLE 18

5 SICK LEAVE AND OTHER LEAVES OF ABSENCE

6 18.1 PAID SICK LEAVE

- 7 a. Starting from the date of hire, full-time employees hired shall accrue 1-1/4 days  
8 of sick leave each month, to a maximum of 15 days per year, at full salary, for  
9 personal illness or disability, personal medical appointments, quarantine or  
10 communicable disease, maternity, paternity, adoption, or illness, disability or  
11 communicable disease in the immediate family.
- 12 b. Unused days of sick leave each year will be allowed to accumulate without limit  
13 for use purposes.
- 14 c. Employees may not use accumulated sick leave until completion of six months  
15 of continuous employment.
- 16 d. Sick leave may be used for absences necessitated by pregnancy, miscarriage,  
17 childbirth and recovery therefrom and shall include leave for purposes of  
18 adoption as may be required by State and Federal law or regulations.
- 19 e. When absence is due to the employee's personal illness, the employee does not  
20 have to inform the City of the nature of such illness. The City may require a  
21 physician's statement as to the authenticity of the reasons for use of sick leave  
22 if such sick leave is for more than three consecutive days. Where the City has  
23 reasonable cause to believe sick leave is being abused, it may require the  
24 employee to submit a physician's statement and, in such event, the appropriate  
25 City representative shall state, in writing, the reason for suspecting abuse of sick  
26 leave.
- 27 f. For purposes of sick leave, immediate family shall include spouse, significant  
28 other, parent, brother, sister, child, stepchild residing with employee,

1 grandparent or grandchild or corresponding relation by affinity. Family sick  
2 leave shall be limited to eighty (80) hours per fiscal year unless excess amount  
3 is approved by the employee's department head or the department head's  
4 designee. Prior to any family sick leave being approved, the employee shall  
5 contact the employee's department head or the department head's designee orally  
6 or in writing within one day of employee returning to work stating the reason for  
7 using family sick leave. For purposes of this section "in writing" shall include  
8 the use of standard Carson City leave slip.

- 9 g. Regular full-time employees hired after July 1, 1989 shall accrue sick leave at the  
10 rate of 6 hours per month for the first year.
- 11 h. After 1 year of continuous employment, regular full-time employees hired after  
12 July 1, 1989 shall accrue sick leave at the rate of 10 hours per month.
- 13 i. For regular full-time employees hired after July 1, 1989 sick leave shall accrue  
14 to a maximum of 120 hours per year, at full salary, and shall be used for personal  
15 illness or disability, personal medical appointments, quarantine or communicable  
16 disease, maternity, paternity, adoption, or illness, disability or communicable  
17 disease in the immediate family.
- 18 j. Paragraphs (b) through (f) of this section shall apply to all regular full-time  
19 employees whether hired prior to or after July 1, 1989.

20 18.2 COMPENSATION FOR UNUSED SICK LEAVE

21 Upon death, retirement or termination after 10 years of satisfactory service, employees  
22 or beneficiaries shall receive compensation for a maximum of 720 hours of accrued unused sick  
23 leave on the basis of one hour for every three hours (33 1/3%) at the employee's regular hourly  
24 rate of pay unadjusted for retirement. As an alternative to cash payoff described above, upon  
25 retirement after 10 years of satisfactory service, employees may elect in writing to utilize a  
26 maximum of 720 hours of accrued unused sick leave on the basis on one hour for every three  
27 hours (33 1/3%) at the employee's regular hourly rate of pay unadjusted for retirement to pay  
28 for the employee's premium for post-retirement group health insurance. If used for post-

1 retirement medical insurance, the sick leave will be given a present value on the effective date  
2 of the Nevada PERS retirement based on one third (1/3) of accrued sick leave up to a maximum  
3 of 720 hours (i.e. 240 hours) and will be accounted for by the City in a non-cash, non-interest  
4 bearing account in the employee's name to pay for the employee's premium for post-retirement  
5 medical insurance from the City approved group insurance plan at the then-existing premium  
6 in effect at the time of the monthly premium payment. The employee's account will be  
7 automatically debited monthly and will automatically expire when exhausted or when the retiree  
8 dies or becomes covered by another group or private health insurance policy or Medicare. The  
9 employee/retiree is liable for any premium payments once his/her account is exhausted. The  
10 employee will be notified by the City at least one month before the account will be exhausted.  
11 The employee/retiree remains solely liable for any premiums for qualified dependents if allowed  
12 by the terms of the City group health insurance policy. If the employee elects cash payment,  
13 he/she waives post-retirement conversion of sick leave to pay for post-retirement health  
14 insurance. If the employee elects post-retirement conversion of sick leave, he/she waives any  
15 cash payoff for accrued sick leave.

### 16 18.3 WORKER'S COMPENSATION LEAVE

17 Absence due to injury incurred in the course of employment will not be charged against  
18 an employee's sick leave for a period not to exceed sixty (60) calendar days from the date of  
19 injury. During this time, the City will provide full salary to the employee upon the condition that  
20 the employee shall endorse and deliver to the City any Worker's Compensation received pursuant  
21 to NRS Chapters 616 and 617.

- 22 a. Upon the expiration of sixty (60) calendar days, if the employee is still unable to  
23 work, accrued compensatory time shall be used to supplement Workers'  
24 Compensation benefits in order to receive fully salary. Such accrued  
25 compensatory time shall be charged only to the extent not reimbursed by  
26 Workers' Compensation.
- 27 b. When accrued compensatory time has been exhausted, if the employee is still  
28 unable to work, accrued sick leave shall be used to supplement Workers'

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Compensation benefits in order to receive full salary. Such accrued sick leave shall be charged only to the extent not reimbursed by Workers' Compensation.

c. When accrued sick leave has been exhausted, if the employee is still unable to work, accrued annual leave shall be used to supplement Workers' Compensation benefits in order to receive full salary. Such accrued annual leave shall be charged only to the extent not reimbursed by Workers' Compensation.

d. When accrued annual leave has been exhausted, the employee shall receive no additional compensation from the City, and shall receive Workers' Compensation benefits in accordance with their regulations.

e. An employee who is permanently disabled shall be entitled to use any accrued compensatory time, sick leave and annual leave prior to leaving City employment.

f. Employee benefits, sick leave and annual leave shall continue to accrue so long as the employee is eligible for full salary as provided above.

g. If an employee is injured on the job and as a result can no longer perform the essential functions of said job, the City, upon receiving a release from the employee's physician, shall attempt to place the employee in a light duty position. Such light duty may be temporary and need not be in an authorized position. An employee who is released by his or her physician to return to the job held at the time of the injury, must return to work at that position. If the employee's physician determines that the employee will be permanently unable to return to his or her original position, the City will make good faith efforts to place the employee in a different, authorized and available position for which the employee is qualified and which the employee is physically able to perform. If such a position is not available, the City may terminate the employee as provided by the laws and administrative regulations of the State of Nevada or this Agreement, and shall give said employee the right to be rehired when an appropriate position may become available.

1 18.4 ACCOUNTING OF ACCRUED SICK LEAVE

2 Employees shall be given a written accounting of accumulated sick leave on employee  
3 pay checks.

4 18.5 WELL DAYS

5 Any regular full-time Employees using 16 hours or less (20 hours or less for scheduled  
6 10 hour employees) of any combination of family sick and sick leave in a calendar year will  
7 receive 16 hours (20 hours for scheduled 10 hour employees) of personal leave off with pay.  
8 Time off must be taken within one year of accrual with scheduling of time off agreed to by both  
9 the employee and the employee's department head and designated superior. If not used within  
10 one year of accrual, the personal leave shall be forfeited and not paid. This benefit will be  
11 prorated for regular part-time employees.

12 18.6 CATASTROPHIC LEAVE

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

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

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

20 2. Establishing the catastrophic leave account.

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

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

26 c. An employee may not transfer to the catastrophic leave account any hours of sick  
27 leave, if the balance in his/her account after the transfer is less than 240 hours.

28 Sick Leave will be transferred at the rate of one hour for one hour credit donated.



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- 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, the employee may transfer hours to the catastrophic leave account for use by a particular City 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 section 4 of this Article.

3. Request for catastrophic leave.

- a. An employee who is himself affected by a catastrophe as defined in Section 1, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The maximum number of hours that may be transferred to an employee pursuant to this section 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/she has used all his/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/her own rate of pay.

- 1 4. Approval of transferring the catastrophic leave.
- 2 a. The City Manager or his designee, may approve the transfer of a specified
- 3 number of hours of leave from the catastrophic leave account to the account of
- 4 an employee who is eligible to receive such leave.
- 5 b. The decision of the City Manager or his designee concerning the approval of
- 6 leave pursuant to subsection 1 is final and is not subject to the grievance
- 7 procedure, judicial review or review by the Board of Supervisors.
- 8 5. Review of status of catastrophe; termination of leave; disposition of hours not used.
- 9 a. The City Manager or his designee shall review the status of the catastrophe of the
- 10 employee and determine when the catastrophe no longer exists. This
- 11 determination is final and not subject to the grievance procedure, judicial review
- 12 or review by the Board of Supervisors.
- 13 b. The City Manager or his designee shall not grant any hours of leave from the
- 14 catastrophic leave account after:
- 15 (1) The catastrophe ceases to exist; or
- 16 (2) The employee who is receiving the leave resigns or his/her employment
- 17 with the City is terminated.
- 18 c. Any leave which is received from the catastrophic leave account which was not
- 19 used at the time the catastrophe ceases to exist or upon the resignation or
- 20 termination of the employment of the employee must be returned to the
- 21 catastrophic leave account.
- 22 6. Maintenance of records on catastrophic leave.
- 23 a. Human Resources shall maintain the records and report to the City Manager any
- 24 information concerning the use of a catastrophic leave account to evaluate the
- 25 effectiveness, feasibility and the cost to carry out this provision.
- 26 7. Employee: Definition
- 27 a. The term "employee" as used in this policy includes all regular City employees
- 28 who are eligible to accrue and use sick leave.

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8. Substantiation of Catastrophic Condition

a. The City Manager or his 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 19

OTHER LEAVE

19.1 MATERNITY-PATERNITY-ADOPTION LEAVE

In addition to leave provided in Article 18, the City may provide leave of absence without pay for any employee who is required to be absent from work because of pregnancy, miscarriage, childbirth and recovery therefrom, and paternity and adoption.

The length of the maternity leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee in consultation with her physician. The City's approval is required but will not be unreasonably withheld. The parties agree that this benefit will not diminish employee rights under the Federal Family Medical Leave Act of 1993.

19.2 BEREAVEMENT LEAVE

Five (5) days at full salary will be allowed an employee for each death of a member of the immediate family as referred to in Article 18 (1)(f). Such leave shall be charged to the employee's accrued sick leave, but will not be computed for purposes of determining well days.

19.3 LEAVE FOR CIVIC DUTIES

Temporary leave at full salary will be provided to each employee for jury duty, court appearances or administrative proceedings arising out of the employee's employment, Selective Service examinations, military reserve training and voting. Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of their employment and which appearances occur outside their regularly scheduled shift shall be paid one and one half times their regular rate of pay for the time spent at such appearances. Juror or witness fees received by the employee shall be returned to the City.

1 Leave may be granted for court appearances or administrative proceedings, not related  
2 to employment, in which the employee is a party or a witness.

3 19.4 LEAVE OF ABSENCE WITHOUT PAY

- 4 a. A leave of absence without pay may be granted to a regular employee for a  
5 period not to exceed 30 working days in any calendar, upon the approval of the  
6 department head.
- 7 b. A leave of absence without pay exceeding 30 working days but not exceeding  
8 one year may be granted upon the recommendation of the department head and  
9 the approval of the City Manager and the Board of Supervisors.
- 10 c. A leave of absence under this section shall not be considered a break in  
11 continuous service. After 30 days however, probationary periods and  
12 anniversary dates shall be adjusted for the purpose of merit increases. Sick and  
13 annual leave will not accrue during leave without pay status. Employees may  
14 elect to continue coverage under the City's medical insurance by prepaying  
15 required premiums.
- 16 d. Upon return from a leave of absence under this section, the employee shall be  
17 entitled to the same position held immediately before commencement of such  
18 leave or to a position of comparable responsibility and remuneration in the same  
19 grade and step.

20 ARTICLE 20

21 EQUIPMENT, TOOL AND CLOTHING ALLOWANCE

22 20.1 PROTECTIVE EQUIPMENT

23 City will furnish such protective devices as goggles, safety shoes, boots and gloves, and  
24 all other equipment necessary to protect employees from industrial injury and health hazards.

25 Other personal wearing apparel will not be paid for by the City. Initial and replacement  
26 issuances will be made at no cost to the employee, when such replacements are necessary  
27 because of wear.

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1     20.2   FOUL WEATHER CLOTHING ALLOWANCE

2           Employees who are required to work outdoors regularly in winter weather shall receive  
3 a foul weather clothing allowance in the amount of \$150.00 per year. Foul weather clothing is  
4 defined as, insulated or water proof coats, hats, rubber boots or shoes, and gloves.

5     20.3   UNIFORM AND CLOTHING

6           In addition to apparel required to be worn for purposes of health or safety, City shall, at  
7 no cost to the employees, supply any uniforms they are required to wear and make necessary and  
8 reasonable replacement thereof.

9           City shall bear the cost of repairing such uniforms when damaged in the performance of  
10 duty. The employee shall be liable for any loss or damage caused by his negligence. Such  
11 uniforms will remain the property of City at all times.

12    20.4   TOOL ALLOWANCE

- 13           a.     City will furnish all hand tools used by the employees in their work, except that  
14 employees who are required to furnish their own tools of a monetary value of six  
15 hundred (\$600.00) or more, shall receive a tool allowance in the amount of  
16 \$50.00 per month, for the use, loss, theft, and breakage, when such tools are used  
17 in the performance of duty.
- 18           b.     In the event of a major casualty loss due to destruction of building where  
19 employees tools are stored, the City shall replace such loss of tools, at no cost to  
20 the employee.
- 21           c.     All tools furnished by City shall remain its property, but will be charged to the  
22 employees who shall be responsible for the security of the tools assigned to them.

23    20.5   REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

24           Upon approval of the Department Head, the employer shall reimburse an employee for  
25 the costs of repairing or replacing watches or prescription eyeglasses/contact lenses which are  
26 lost, damaged, or stolen while the employee is in the performance of his or her duties, within  
27 thirty (30) days of notification to the Department Head as follows:

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- 1 a. Watches up to \$50.00  
2 b. Prescription eyeglasses/contact lenses up to 50% of repair or replacement cost  
3 up to a maximum of \$300.00 with the City's maximum share \$150.00. The first  
4 \$100.00 of the repair or replacement will be paid by the City.

5 In order to receive benefit under this Article, the employee must report any claims  
6 to his or her supervisor prior to the end of the shift on which the incident occurred, unless such  
7 report is not possible or practical at that time.

8 ARTICLE 21

9 TRAVEL ALLOWANCE

10 21.1 TRAVEL ALLOWANCE

11 Employees who are temporarily assigned to perform work away from their normal plant  
12 location at a distance which requires expenditure for public transportation and accommodations,  
13 shall be reimbursed for the following travel expenses:

- 14 a. The cost of the mode of transportation, as determined by City, used by employee.  
15 b. The rental of accommodations in a modern, clean motel or hotel selected by the  
16 employee if reservations are not made in advance by City.  
17 c. The City will provide the employee with a reasonable per diem cash advance  
18 prior to the commencement of such travel. All legitimate and reasonable  
19 business expenses that exceed the per diem cash advance, which are documented  
20 by receipt, shall be reimbursed by the City. Such per diem cash advance shall be  
21 credited to payment of the above expenses and shall not be deemed an addition  
22 thereto.

23 ARTICLE 22

24 PERSONAL VEHICLE ALLOWANCE

25 22.1 PERSONAL VEHICLE ALLOWANCE

26 Employees who are required to use their personal vehicles for City business shall receive  
27 the IRS mileage rate or the rate prescribed by NRS 281.160, whichever is higher.

28 ARTICLE 23

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SPECIAL ASSIGNMENT OR CERTIFICATION

23.1 Each employee who is required to, or volunteers to and who thereafter is assigned to carry a “red bag” for use in preparation for and/or responding to an emergency shall receive an annual bonus of \$1,000.00. The bonus shall not be added to the base salary of the employee.

23.2 Each employee who acquires a job-related certification for his or her position, which is higher than that required of the position initially, shall receive a one-time bonus of \$1,000.00. The bonus shall not be added to the base salary of the employee.

ARTICLE 24  
INSURANCE BENEFITS

24.1 HEALTH INSURANCE

- a. All employees shall have the benefit of participating in the City group health, dental and optical insurance program as the same is now, or may hereafter be, in effect. In the event of participation by an employee, the City shall pay all of the premium for such health, dental and optical insurance covering or attributable to the employee premium
- b. In the event an employee desires to also obtain coverage for himself or herself and one or more dependants, the following rates will apply throughout the duration of the agreement:  
Employee plus 1: \$113.98 each pay period.  
Employee plus family: 185.54 each pay period.
- c. The parties agree that the benefits currently provided will not change during the term of this Agreement without written agreement between the parties.

24.2 LIFE INSURANCE

The City shall provide term life insurance in the amount of \$20,000 without cost to the employees.

24.3 AMBULANCE INSURANCE

1           The city shall enroll each eligible employee in the program of ambulance insurance on  
2 the terms offered by the Carson City Fire Department. This benefit shall exist only so long as  
3 the Fire Department offers the program. The terms and conditions under which the benefit is  
4 provided are established at the sole discretion of the Carson City Fire Department and are neither  
5 part of this Agreement nor negotiable between the parties to this Agreement.

6   24.4   CONTINUITY OF COVERAGE

7           The parties agree that any change in the benefits provided pursuant to this Article at the  
8 time of ratification of the Agreement shall be negotiated by the parties.

9   ARTICLE 25

10    RECLASSIFICATION

11   25.1   ENTITLEMENT

12           Employees may request a reclassification study through their Department Head if they  
13 believe that since their job descriptions and specifications were last drafted, their duties have  
14 changed so significantly, both in number and variety, as to cause an increase in overall  
15 responsibility.

16   25.2   PROCEDURES

17           The department head may submit a request, or in the event the department head refuses  
18 to do so, the Association may submit a request to the Human Resources Department on behalf  
19 of the bargaining unit employee for a reclassification study. The Human Resources Department  
20 will proceed within 30 days of receipt of such request to investigate the classification status of  
21 the position, and reasonably attempt to conclude the investigation within 90 days after receipt  
22 of the request and provide the department head, the employee and the Association with a written  
23 decision, which shall include the reasons for such decision.

24   25.3   EFFECTIVE DATE

25           If the position is reclassified, the effective date of the reclassification shall be retroactive  
26 to the date of request unless the affected department cannot absorb the cost of the reclassification  
27 in its approved budget without a budget augmentation.

28   25.4   DISPUTE OVER CLASSIFICATION



1 In case of a dispute between the parties to this Agreement as to the application of this  
2 article the dispute shall be determine in accordance with the grievance procedure set forth in  
3 Article 12 of this Agreement.

#### 4 ARTICLE 26

#### 5 DISCIPLINARY ACTIONS

6 As a general policy, discipline shall be administered or imposed to fit the circumstances  
7 on a basis of progressive discipline. No discipline shall be imposed except for just cause.

#### 8 26.1 PERSONAL REPRIMAND

9 In a minor offense, a verbal warning may be given the employee.

#### 10 26.2 WARNING LETTER

11 A letter of warning may be given the employee, in relatively serious cases. Copies of  
12 the letter shall be filed with the employee's service record in the employment department and  
13 one copy shall be furnished the employee.

14 A letter of warning shall remain with the employee's service record for a period not to  
15 exceed 18 months, at which time such letter will be removed and thereafter, no further reference  
16 will be made to it.

#### 17 26.3 SUSPENSION

18 Where the offense is a serious one, the City may, on written notice suspend the employee  
19 from work, without pay, for a period not to exceed 30 calendar days, according to the gravity  
20 of the offense and the previous record of the employee concerned. Copies of the notice shall be  
21 filed with the employee's service record in the Human Resources Department, and one copy  
22 shall be furnished the employee.

23 A written notice of suspension will remain in the employee's service record; however,  
24 after 18 months, the employee may request of his department head that the notice of his  
25 suspension be removed from his record.

#### 26 26.4 DEMOTION AND DISMISSAL

27 When other forms of discipline or corrective action have proved ineffective, or when the  
28 seriousness of the offense or conditions warrant, the department head may demote or dismiss

1 for cause. Upon the effective date of a disciplinary demotion, the employee's salary shall  
2 be reduced not less than 5%, but not more than the difference between the employee's current  
3 salary and the top step of the new pay grade.

4 **26.5 SPECIFICITY OF CHARGES**

5 All disciplinary actions, except oral reprimand, shall be given to the employee in writing,  
6 and shall state the date and nature of the offense, and the specific reason, rule, regulation,  
7 ordinance, law or policy violated.

8 The written charge shall be signed by both the department head and the employee.  
9 However, the employee's signature does not constitute an admission of guilt, but merely an  
10 acknowledgment of receipt of the charge.

11 **26.6 DISPUTE OVER DISCIPLINE OR DISCHARGE**

12 Should there be any dispute between the City and the Association and/or the employee  
13 concerning the existence of good and sufficient cause for a discharge or discipline, such dispute  
14 shall be adjusted as a grievance in accordance with the terms of this Agreement, but the same  
15 must be instituted within 10 days.

16 Disciplinary demotions, suspensions in excess of ten (10) working days, or disciplinary  
17 discharges are effective on receipt of written notice of the discipline and are not affected or  
18 stayed by the mere filing of a grievance challenging such discipline unless the discipline is  
19 ultimately reversed. Reversal of disciplinary demotions, suspensions in excess of ten (10)  
20 working days, or disciplinary discharges through the grievance procedure and judicial review  
21 will result in reinstatement and back pay to the effective date of discipline.

22 **26.7 DISCIPLINE RECORDS**

23 Any record of a warning letter and any record of suspension shall remain in the  
24 employee's service record for 18 months from the date of issuance. After 18 months a letter of  
25 warning shall be automatically removed and no further reference to it shall be made thereafter.  
26 After 18 months the affected employee may request the department head that issued the  
27 suspension, (or his agent or successor, if applicable), to remove the notice of suspension from  
28 the employee's service record; however, the department head is under no obligation to do so.

1 In the event a notice of suspension is removed from an employee's service record, no further  
2 reference to it shall be made thereafter.

3 ARTICLE 27

4 LAYOFF POLICY AND PROCEDURE

5 Whenever there is a layoff due to lack of work or lack of funds that affects employees  
6 in the bargaining unit, the procedures set forth in this Article shall apply.

7 27.1 DEFINITIONS FOR THIS ARTICLE ONLY

8 As used in this Article only, unless the context otherwise requires, the words and terms  
9 listed below shall have the meanings ascribed to them in this section.

- 10 a. "Break in service." A break in service occurs when an employee resigns, is  
11 discharged for cause or retires. However, city seniority accrued prior to layoff  
12 shall be continued upon recall and re-employment. Job classification seniority  
13 may be continued provided that the employee is rehired into the same job  
14 classification. Should there be a voluntary interruption or break in service,  
15 seniority shall commence as of the date of last entrance into city service. Leaves  
16 of absence shall not be considered as breaks in service.
- 17 b. "City seniority." City seniority shall be calculated on the basis of calendar days  
18 of continuous service since the date of hire.
- 19 c. "Job classification seniority." Following the successful completion of the  
20 probationary period, an employee shall have job classification seniority  
21 calculated on the basis of calendar days of continuous service since the date of  
22 appointment to the job classification.
- 23 d. "Division." A division is defined as a clearly established first sub-unit of a  
24 department which has been determined by the department head.
- 25 e. "Job classification." A job classification is defined as a specific position within  
26 a job classification series.
- 27 f. "Job classification series." A job classification series is defined as the normal  
28 line of progression from trainee, entry or preparatory levels to supervisory or

1 administrative levels within a job specialty. The minimum qualifications, test  
2 of fitness and the duties and responsibilities are similar but different in level. Job  
3 classification series also includes all positions which an employee has previously  
4 held in the City service.

- 5 g. "Regular employee." An employee who has attained regular status, but is  
6 serving a new probationary period for any reason, is grouped with regular  
7 employees for layoff purposes. If an employee has been employed in a job  
8 classification series for a period of time equivalent to the minimum required to  
9 complete a probationary period, but because of promotions within the job  
10 classification series has never completed a probationary period, the employee  
11 shall be considered a regular employee for layoff purposes.

12 **27.2 DETERMINATION OF DIVISIONS TO BE AFFECTED BY LAYOFFS**

13 The City shall determine the divisions(s) within the department that will be affected by  
14 layoff. If there are no divisions within the department, the layoff procedure applies to the entire  
15 department.

16 **27.3 DETERMINATION OF JOB CLASSIFICATIONS TO BE AFFECTED BY LAYOFFS**

17 The City shall determine reductions in staff levels that will have the least detrimental  
18 effect on department operations and will specify layoffs accordingly. Job classification seniority  
19 will be the determining factor when identifying which regular employee(s) are to be laid off.

20 **27.4 NOTICE TO ASSOCIATION**

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

25 **27.5 NOTICE TO EMPLOYEE(S)**

26 Effective July 1, 1989 all regular employees to be laid off shall be given written notice  
27 of such layoff at least thirty (30) calendar days prior to the effective date.  
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1       **27.6    SEQUENCE OF LAYOFF**

2               Within the job classification (s) selected for layoff within the department or division, the  
3 following sequence of layoff shall occur:

- 4               a.       Temporary and probationary employees within the job classification selected for  
5 layoff shall be laid off first.
- 6               b.       Thereafter, the employee(s) with the least job classification seniority in the job  
7 classification (s) selected for layoff shall be laid off next.
- 8               c.       Regular employees shall be laid off only after those layoffs within paragraph a  
9 of this provision have been exhausted.

10       **27.7    VACANCIES**

11               Whenever possible, employees will be permitted to fill available vacancies, provided the  
12 employee meets minimum qualifications and any necessary tests. If offered, the employee must  
13 submit his decision in writing within seven (7) calendar days of notification.

14       **27.8    BUMPING**

- 15               a.       Bumping rights shall be exercised in the following sequence of steps:

16               STEP 1       A regular employee who has received a layoff notice shall only replace  
17 the employee with the least amount of seniority in the same job classification, in another  
18 division within the same department, if the employee has more job classification  
19 seniority than the employee to be displaced; or accept the layoff notice.

20               STEP 2       If a regular employee who has received a layoff notice is unable to  
21 exercise bumping rights at Step 1, the employee shall only replace the employee with the  
22 least amount of seniority in the same job classification, in another department, if the  
23 employee has more job classification seniority than the employee to be displaced; or  
24 accept the layoff notice.

25               STEP 3       If the employee is unable to exercise bumping rights at Step 2, the  
26 employee shall only replace the employee with the least amount of seniority in a lower  
27 job classification within the same job classification series, first in the same department,  
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1 second in another department, if the employee has more city seniority than the employee  
2 to be displaced; or accept the layoff notice.

3 STEP 4 If the employee is unable to exercise bumping rights at Step 3, the  
4 employee shall only replace the employee with the least amount of seniority in a lower  
5 job classification within another job classification series, in the same or other  
6 department, if he has more city seniority than the employee to be displaced and meets  
7 the minimum qualifications for the other position, or accept the layoff notice.

- 8 a. An employee electing to exercise bumping rights shall assume the grade of the  
9 employee being bumped and the step closest to his, the employee exercising the  
10 bumping right, existing salary at the time of the layoff.
- 11 b. Any employee who is bumped shall have the right to exercise bumping rights in  
12 accordance with the provisions of this section. The decision to bump must be  
13 submitted in writing within seven (7) calendar days of notification.
- 14 c. Whenever it is determined that a layoff of employees shall occur, the City agrees  
15 to supply current city seniority lists and job classifications series seniority lists  
16 to the Association for the jobs being affected.

17 **27.9 COMPUTING SENIORITY; TIES**

18 When job classification seniority is equal among employees in the same job  
19 classification, ranking of those employees shall be determined by city seniority. When job  
20 classification seniority and city seniority are equal, ranking of those employees shall be  
21 determined by drawing lots.

22 **27.10 RECALL**

- 23 a. The name of an employee who has been laid off shall be placed on the re-  
24 employment list and shall be recalled in the inverse order in which the employee  
25 was laid off. Persons on such a list will be offered appointment to an opening in  
26 the job classification or equated job classification or any vacancy for which the  
27 employee is qualified and no new employee will be hired until all qualified  
28 employees on layoff status desiring to return to work shall have been offered the

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position. The employee must provide the employer with any address change while waiting for recall.

- b. Notice of recall will be made in writing by certified mail to employee's address of record.
- c. 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.
- d. An employee recalled to his former or equated job classification must report for re-employment on the date established by the department head 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 previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, the employee's name will be removed from the re-employment list.
- f. An employee on layoff accrues no additional sick leave or annual leave. When an employee is recalled from layoff and re-employed, he is considered to have continuous service credit for computation of future earned annual leave. Sick leave will be reinstated in an amount equal to that as of the date of the employee's layoff.
- g. Employees on a re-employment list shall retain eligibility for recall for a period of two (2) years from the date their name was placed on the list.
- h. Upon returning to his original job classification, an employee shall retain his accrued time for merit increase if rehired within one (1) year.

**ARTICLE 28**

**PAY AND EXPENSES FOR EDUCATION, TRAINING AND LICENSING**

**28.1 PAY AND EXPENSES FOR RELATED TRAINING**

The City shall pay the full cost of tuition, books, and other reasonable expenses incurred by an employee in connection with any course, workshop, seminar, conference or in-service

1 training session an employee takes at the request of the City and which is related to the  
2 employee's professional responsibilities. The employee shall be compensated in accordance  
3 with the Fair Labor Standards Act (FLSA). Meals, lodging and transportation shall be  
4 reimbursed as provided in Article 21.

5 **28.2 EDUCATION INCENTIVE**

6 Effective July 1, 1999, an employee who has an Associate's Degree shall receive an  
7 annual payment of \$250, and an employee who has a Bachelor's Degree shall receive an annual  
8 payment of \$500, payable on the first pay period following July 1, if the following conditions  
9 are met:

- 10 1. The degree directly relates to the employee's job field; and
- 11 2. The degree was earned at a fully accredited college, community college, university  
12 or other institution acceptable to the City; and
- 13 3. The degree has been awarded; and
- 14 4. The employee provides a certified copy of his or her college transcript to the City; and
- 15 5. The employee has completed his or her probationary period; and
- 16 6. The degree is not required by the employee's job description and is not a minimum  
17 qualification for the employee's job.

18 The department head shall determine whether the above criteria are met, but education  
19 compensation shall not be unreasonably denied.

20 **28.3 COST OF REQUIRED LICENSES**

21 The City shall reimburse an employee who must obtain a license/certification to advance  
22 through their job-classification series or who must obtain a renewal or re-certification to  
23 maintain their current job for the license or certification or the renewal or re-certification fee.  
24 Job classification series is defined as the normal line of progression from trainee, entry or  
25 preparatory levels within a job specialty.

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1 ARTICLE 29

2 INVOLUNTARY DEMOTION

3 29.1 INVOLUNTARY DEMOTION

4 When an employee is involuntarily reduced to a lower job classification, the salary of  
5 the employee shall be determined as provided in the Carson City Rules and Regulations, but in  
6 no case shall the employee suffer a reduction in salary unless the demotion was for just cause  
7 in accordance with Article 26, Section 26.4.

8 ARTICLE 30

9 VACANCIES

10 30.1 MINIMUM REQUIREMENTS

11 All vacancies and/or promotional vacancies shall be filled by candidates who are highly  
12 qualified for the position and meet the minimum requirements of the position, as established by  
13 the employer.

14 30.2 NOTICE

15 Notice of all vacancies and/or promotional vacancies within the City shall be given to  
16 all employees of the City for a period of not less than fifteen (15) calendar days prior to the last  
17 date for application or the date scheduled for testing, whichever is earlier.

18 ARTICLE 31

19 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

20 31.1 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

21 City shall establish safety and health programs, and maintain an effective and  
22 comprehensive occupational safety and health program, consistent with the provisions  
23 promulgated under NRS Chapter 618.

24 City shall provide its employees with conditions of employment, consistent with the  
25 objectives of this Chapter, and comply with the standards developed under NRS 618.295.  
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ARTICLE 32

32.1 MERIT AWARD PROGRAM

City shall establish a merit award program consistent with the provisions promulgated under NRS Chapter 285.

Employees shall receive a cash payment arising out of adopted suggestions which will reduce or eliminate city expenditures, or improve the operation of city services.

ARTICLE 33

CONTINUITY OF SERVICES

33.1 STRIKE/LOCKOUT PROHIBITION

The City and Association recognize the desirability of continuous and uninterrupted operation of city services during the normal year and of the avoidance of disputes which threaten to interfere with such operations. Therefore, the parties agree that there shall be no strike by the Association, or lockout by the City over a bargaining dispute during the duration of this Agreement.

33.2 SUCCESSOR CLAUSE

In the event the City determines to transfer part or all of its operations to another entity, whether such entity be a public agency or a private entity, the City agrees to notify the Association of such determination not less than 90 days prior to the proposed effective date of the transfer. The City further agrees to meet with the Association during that 90-day period to negotiate with the Association regarding the effects such transfer of operations will or may have on those employees affected by such transfer of operations.

ARTICLE 34

EFFECT OF AGREEMENT

34.1 CITY POLICY

This Agreement constitutes City policy, and the City shall carry out the commitments contained herein, and give them full force and effect as City policy.

1     **34.2   CHANGES IN AGREEMENT**

2             For the term of this Agreement, no change shall be made in any provision of this  
3 Agreement or in any other working condition that is a mandatory subject of bargaining, unless  
4 by mutual consent of the parties hereto. In the event either party desires to amend this  
5 Agreement, such party shall give written notice to the other expressly stating what the proposed  
6 amendment shall be. The parties shall meet within two weeks of such notice and negotiate over  
7 the proposed amendment. If no agreement is reached concerning the proposed amendment, no  
8 change to the existing agreement shall occur.

9     **34.3   SAVINGS CLAUSE**

10            If any provision of this Agreement or any application thereof to any employee is finally  
11 held to be contrary to the law, then such provision or application shall be deemed invalid, to the  
12 extent required by such decision, but all other provisions or applications shall continue in full  
13 force and effect. If such provisions exist, which are so held, at the request of either party,  
14 negotiations shall immediately commence in order to alter said section(s) to provide the  
15 benefits(s) according to the intent of the parties.

16     **34.4   DUPLICATION AND DISTRIBUTION**

17            Copies of this Agreement shall be printed at the expense of the City within 30 days after  
18 the Agreement is signed. Copies shall be available to employees upon request at the Human  
19 Resources Department.

20   **ARTICLE 35**

21   **DURATION OF AGREEMENT**

22     **35.1   EFFECTIVE PERIOD**

23            Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2008,  
24 and shall continue in full force and effect until June 30, 2012.

25     **35.2   RENEWAL AND REOPENING OF AGREEMENT**

26            This Agreement will automatically be renewed and will continue in force and effect for  
27 additional periods of one year unless either party gives notice to the other party, in accordance  
28 with NRS Chapter 288, of its desire to reopen certain provisions of this Agreement and/or add

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provisions to this Agreement, and to negotiate over the terms of such provision. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the termination date of this Agreement.

**IN WITNESS WHEREOF**, the City and the Association have caused these presents to be duly executed by their authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CARSON CITY

CARSON CITY EMPLOYEES  
ASSOCIATION

By \_\_\_\_\_  
MARV TEXIERA, MAYOR

By \_\_\_\_\_  
CINDY GOWER, PRESIDENT

ATTEST:

\_\_\_\_\_  
Alan Glover, Clerk/Recorder

## Attachment 1

<u>Title</u>	<u>Grade</u>
Accountant 1	30
Accountant 2	34
Accountant 3	36
Accountant 4	38
Accounting Coordinator	26
Accounting Technician 1	24
Accounting Technician 2	26
Accounting Technician 3	28
Alternative Sentencing Officer	35
Alternative Sentencing Technician	28
Animal Regulation Caretaker	13
Animal Regulation Officer	24
Animal Regulation Technician	18
Animal Services & Regulations Supervisor	28
Assistant Engineer	34
Assistant Planner	32
Associate Engineer	38
Associate Planner	36
Bailiff	33
Building Inspector 1	27
Building Inspector 2	31
Building Inspector 3	33
Building Inspector 4	37
Building Maintenance Worker 1	18
Building Maintenance Worker 2	22
Business License Clerk	22
Cad Draftsman/GIS	28
Cemetery Maintenance Worker	22
Chief Deputy Assessor	36
Chief Property Appraiser	36
Civil Engineering Designer 1	35
Civil Engineering Designer 2	39
Collections Coordinator	24
Compliance Officer	26
Cook 1	14
Cook 2	18
Cook 3	22
Cook Supervisor	26
Court Interpreter	28
Debt Recovery Deputy	34
Debt Recovery Technician	26
Deputy Coroner	29

Electrical/Signal Supervisor	40
Electrical/Signal Tech. 1	28
Electrical/Signal Tech. 2	32
Electrical/Signal Tech. 3	36
Engineering Technician 1	24
Engineering Technician 2	28
Environmental Control Officer 1	24
Environmental Control Officer 2	28
Environmental Control Officer 3	32
Environmental Control Supervisor	40
Environmental Health Spec. 1	28
Environmental Health Spec. 2	32
Environmental Health Spec. 3	36
Evidence Custodian	23
Fabricator/Mechanic	32
Fleet Services Supervisor	36
Forensic Technician 1	23
Forensic Technician 2	27
Forensic Technician 3	30
GIS Systems Analyst 1	28
GIS Systems Analyst 2	34
GIS Systems Analyst 2	34
Head Lifeguard	12
Health Communication Administrator	30
Help Desk Technician	24
HIV/Chronic Disease Prevention Case Manager	25
Human Resources Assistant	16
Human Resources Technician 1	22
Human Resources Technician 2	24
Human Services Case Manager	25
Inmate Welfare Coordinator	22
Judicial Clerk 1	22
Judicial Clerk 2	28
Judicial Clerk 3	31
Judicial Clerk 4	32
Juvenile Court Clerk	30
Juvenile Judicial Assistant	30
Juvenile Probation Officer 1	32
Juvenile Probation Officer 2	35
Juvenile S.A. Training Coord.	26
Laboratory Supervisor	38
Laboratory Technician 1	24
Laboratory Technician 2	28
Laboratory Technician Senior	32
Landfill Gate Attendant 1	14
Landfill Gate Attendant 2	18

Landfill Gate Attendant Senior	22
Landfill Supervisor	30
Landfill Technician	18
Landfill Worker 1	18
Landfill Worker 2	22
Landfill Worker 3	26
Lead Building Maint Worker	28
Lead Support Specialist	28
Legal Secretary 1	20
Legal Secretary 2	24
Legal Secretary 3	26
Lib Sys & Access Service Spec.	26
Librarian	30
Library Assistant 1	12
Library Assistant 2	16
Library Assistant 3	22
Library Assistant 4	26
Library Maint/Shipping Clerk 1	16
Library Maint/Shipping Clerk 2	22
Management Assistant 1	20
Management Assistant 2	24
Management Assistant 3	26
Management Assistant 4	28
Management Assistant 5	30
Management Assistant 6	32
Manager Of Records/Information	26
Mechanic 1	24
Mechanic 2	28
Mechanic 3	32
Office Assistant	16
Office Supervisor	32
Office Support Clerk	12
Office Support Technician 1	12
Office Support Technician 2	16
Office Support Technician 3	18
Open Space Assistant	32
P.S. Comm. Optr Trainee	23
P.S. Communication Operator	28
P.S. Communication Supervisor	32
Park Maintenance Worker 1	18
Park Maintenance Worker 2	22
Park Maintenance Worker 3	24
Park Ranger	24
Parking Officer Technician	24
Parks & Cemetery Coordinator	34
Parks Equipment Mechanic	26

Parks Operations Coordinator	30
Payroll Administrator	32
Permit Technician 1	20
Permit Technician 2	24
Permit Technician 3	26
Planning Technician 1	20
Planning Technician 2	24
Plans Examiner 1	31
Plans Examiner 2	35
Plans Examiner 3	37
Plans Examiner 4	41
Plant Operations Supervisor	40
Property Appraiser 1	26
Property Appraiser 2	30
Property Appraiser Technician 1	16
Property Appraiser Technician 2	20
Public Health Nurse	44
Public Works Construction Insp	33
Public Works Construction Insp-Senior	37
Purchasing and Contracts Coordinator	36
Recreation Coordinator 1	23
Recreation Coordinator 2	26
Recreation Coordinator 3	30
Recreation Coordinator Theatre	19
Recreation Specialist C.C.Oper	28
Recreation Specialist/Pool	28
Recreation Supervisor Youth/Sports	30
Reprographic/Equipment Optr.	28
Reservation Coordinator 1	12
Reservation Coordinator 2	16
Reservation Coordinator 3	20
Risk Management Coordinator	36
Security Coordinator	29
Senior Business License Clerk	28
Senior Compliance Officer	30
Senior Deputy Coroner	31
Senior Engineering Tech.&Rtc	32
Senior Judicial Clerk	40
Senior Permit Technician	30
Service Mechanic 1	22
Service Mechanic 2	26
Sheriff Field Specialist	24
Sheriff Support Specialist	22
Shift Supervisor	33
Skilled Trades Tech 1	26
Skilled Trades Tech 2	30



Sports Fields Coordinator	30
Storm/Sewer Supervisor	40
Storm/Sewer Technician 1	18
Storm/Sewer Technician 2	22
Storm/Sewer Technician 3	24
Storm/Sewer Technician Senior	30
Street Sign Technician	26
Street Supervisor	32
Street Technician 1	18
Street Technician 2	22
Street Technician 3	24
Street Technician Senior	26
Transportation Planner	42
Transportation Planning Technician	30
Utilities and Collections Clerk	21
Victim/Witness Coordinator	26
Warehouse Supply Coordinator	30
Wastewater Plant Mechanic 1	24
Wastewater Plant Mechanic 2	28
Wastewater Plant Mechanic 3	30
Wastewater Plant Mechanic Supervisor	40
Wastewater Plant Operator 1	24
Wastewater Plant Operator 2	28
Wastewater Plant Operator 3	32
Wastewater Plant Operator 4	36
Water Meter Technician 1	18
Water Meter Technician 2	22
Water Meter Technician 3	24
Water Meter Technician Supervisor	34
Water Production Opr 1	24
Water Production Opr 2	28
Water Production Opr 3	32
Water Production Opr 4	36
Water Production Supervisor	42
Water Supervisor	40
Water Technician 1	18
Water Technician 2	22
Water Technician 3	24
Water Technician Senior	30
WIC Program Specialist	24
Youth Advisor 1	25
Youth Advisor 2	30

FY2008-2009  
 Effective 07/01/2008  
 3% COLA

	Employer Paid				Employee/Employer			
	Minimum Hourly	Maximum Hourly	Approx. Minimum Annual	Approx. Maximum Annual	Minimum Hourly	Maximum Hourly	Approx. Minimum Annual	Approx. Maximum Annual
3	9.0857	12.8383	18,898.26	26,703.66	10.1010	14.2730	21,010.08	29,687.84
4	9.3130	13.1590	19,371.04	27,370.72	10.3539	14.6295	21,536.11	30,429.36
5	9.5459	13.4884	19,855.47	28,055.87	10.6129	14.9954	22,074.83	31,190.43
6	9.7846	13.8252	20,351.97	28,756.42	10.8782	15.3704	22,626.66	31,970.43
7	10.0291	14.1710	20,860.53	29,475.68	11.1499	15.7546	23,191.79	32,769.57
8	10.2799	14.5254	21,382.19	30,212.83	11.4288	16.1484	23,771.90	33,588.67
9	10.5370	14.8884	21,916.96	30,967.87	11.7146	16.5524	24,366.37	34,428.99
10	10.8003	15.2606	22,464.62	31,742.05	12.0071	16.9663	24,974.77	35,289.90
11	11.0703	15.6422	23,026.22	32,535.78	12.3076	17.3903	25,599.81	36,171.82
12	11.3470	16.0332	23,601.76	33,349.06	12.6152	17.8248	26,239.62	37,075.58
13	11.6310	16.4341	24,192.48	34,182.93	12.9305	18.2709	26,895.44	38,003.47
14	11.9215	16.8447	24,796.72	35,036.98	13.2539	18.7270	27,568.11	38,952.16
15	12.2195	17.2662	25,416.56	35,913.70	13.5854	19.1957	28,257.63	39,927.06
16	12.5251	17.6975	26,052.21	36,810.80	13.9249	19.6753	28,963.79	40,924.62
17	12.8383	18.1398	26,703.66	37,730.78	14.2730	20.1672	29,687.84	41,947.78
18	13.1590	18.5935	27,370.72	38,674.48	14.6295	20.6712	30,429.36	42,996.10
19	13.4884	19.0584	28,055.87	39,641.47	14.9954	21.1881	31,190.43	44,071.25
20	13.8252	19.5345	28,756.42	40,631.76	15.3704	21.7176	31,970.43	45,172.61
21	14.1710	20.0230	29,475.68	41,647.84	15.7546	22.2606	32,769.57	46,302.05
22	14.5254	20.5240	30,212.83	42,689.92	16.1484	22.8173	33,588.67	47,459.98
23	14.8884	21.0369	30,967.87	43,756.75	16.5524	23.3880	34,428.99	48,647.04
24	15.2606	21.5628	31,742.05	44,850.62	16.9663	23.9723	35,289.90	49,862.38
25	15.6422	22.1018	32,535.78	45,971.74	17.3903	24.5720	36,171.82	51,109.76
26	16.0332	22.6541	33,349.06	47,120.53	17.8248	25.1860	37,075.58	52,386.88
27	16.4341	23.2207	34,182.93	48,299.06	18.2709	25.8158	38,003.47	53,696.86
28	16.8447	23.8012	35,036.98	49,506.50	18.7270	26.4613	38,952.16	55,039.50
29	17.2662	24.3961	35,913.70	50,743.89	19.1957	27.1225	39,927.06	56,414.80
30	17.6975	25.0061	36,810.80	52,012.69	19.6753	27.8012	40,924.62	57,826.50
31	18.1398	25.6313	37,730.78	53,313.10	20.1672	28.4957	41,947.78	59,271.06
32	18.5935	26.2720	38,674.48	54,645.76	20.6712	29.2081	42,996.10	60,752.85
33	19.0584	26.9291	39,641.47	56,012.53	21.1881	29.9381	44,071.25	62,271.25
34	19.5345	27.6020	40,631.76	57,412.16	21.7176	30.6870	45,172.61	63,828.96
35	20.0230	28.2923	41,647.84	58,847.98	22.2606	31.4538	46,302.05	65,423.90
36	20.5240	28.9995	42,689.92	60,318.96	22.8173	32.2403	47,459.98	67,059.82
37	21.0369	29.7246	43,756.75	61,827.17	23.3880	33.0464	48,647.04	68,736.51
38	21.5628	30.4678	44,850.62	63,373.02	23.9723	33.8723	49,862.38	70,454.38
39	22.1018	31.2292	45,971.74	64,956.74	24.5720	34.7192	51,109.76	72,215.94
40	22.6541	32.0102	47,120.53	66,581.22	25.1860	35.5873	52,386.88	74,021.58
41	23.2207	32.8103	48,299.06	68,245.42	25.8158	36.4773	53,696.86	75,872.78
42	23.8012	33.6306	49,506.50	69,951.65	26.4613	37.3889	55,039.50	77,768.91
43	24.3961	34.4717	50,743.89	71,701.14	27.1225	38.3236	56,414.80	79,713.09
44	25.0061	35.3332	52,012.69	73,493.06	27.8012	39.2820	57,826.50	81,706.56

FY2009-2010  
 Effective 07/01/2009  
 3% COLA

	Employer Paid				Employee/Employer			
	Minimum Hourly	Maximum Hourly	Approx. Minimum Annual	Approx. Maximum Annual	Minimum Hourly	Maximum Hourly	Approx. Minimum Annual	Approx. Maximum Annual
3	9.3583	13.2234	19,465.26	27,504.67	10.4040	14.7012	21,640.32	30,578.50
4	9.5924	13.5538	19,952.19	28,191.90	10.6645	15.0684	22,182.16	31,342.27
5	9.8323	13.8931	20,451.18	28,897.65	10.9313	15.4453	22,737.10	32,126.22
6	10.0781	14.2400	20,962.45	29,619.20	11.2045	15.8315	23,305.36	32,929.52
7	10.3300	14.5961	21,486.40	30,359.89	11.4844	16.2272	23,887.55	33,752.58
8	10.5883	14.9612	22,023.66	31,119.30	11.7717	16.6329	24,485.14	34,596.43
9	10.8531	15.3351	22,574.45	31,897.01	12.0660	17.0490	25,097.28	35,461.92
10	11.1243	15.7184	23,138.54	32,694.27	12.3673	17.4753	25,723.98	36,348.62
11	11.4024	16.1115	23,716.99	33,511.92	12.6768	17.9120	26,367.74	37,256.96
12	11.6874	16.5142	24,309.79	34,349.54	12.9937	18.3595	27,026.90	38,187.76
13	11.9799	16.9271	24,918.19	35,208.37	13.3184	18.8190	27,702.27	39,143.52
14	12.2791	17.3500	25,540.53	36,088.00	13.6515	19.2888	28,395.12	40,120.70
15	12.5861	17.7842	26,179.09	36,991.14	13.9930	19.7716	29,105.44	41,124.93
16	12.9009	18.2284	26,833.87	37,915.07	14.3426	20.2656	29,832.61	42,152.45
17	13.2234	18.6840	27,504.67	38,862.72	14.7012	20.7722	30,578.50	43,206.18
18	13.5538	19.1513	28,191.90	39,834.70	15.0684	21.2913	31,342.27	44,285.90
19	13.8931	19.6302	28,897.65	40,830.82	15.4453	21.8237	32,126.22	45,393.30
20	14.2400	20.1205	29,619.20	41,850.64	15.8315	22.3691	32,929.52	46,527.73
21	14.5961	20.6237	30,359.89	42,897.30	16.2272	22.9284	33,752.58	47,691.07
22	14.9612	21.1397	31,119.30	43,970.58	16.6329	23.5018	34,596.43	48,883.74
23	15.3351	21.6680	31,897.01	45,069.44	17.0490	24.0896	35,461.92	50,106.37
24	15.7184	22.2097	32,694.27	46,196.18	17.4753	24.6915	36,348.62	51,358.32
25	16.1115	22.7649	33,511.92	47,350.99	17.9120	25.3092	37,256.96	52,643.14
26	16.5142	23.3337	34,349.54	48,534.10	18.3595	25.9416	38,187.76	53,958.53
27	16.9271	23.9173	35,208.37	49,747.98	18.8190	26.5903	39,143.52	55,307.82
28	17.3500	24.5152	36,088.00	50,991.62	19.2888	27.2551	40,120.70	56,690.61
29	17.7842	25.1280	36,991.14	52,266.24	19.7716	27.9362	41,124.93	58,107.30
30	18.2284	25.7563	37,915.07	53,573.10	20.2656	28.6352	42,152.45	59,561.22
31	18.6840	26.4002	38,862.72	54,912.42	20.7722	29.3506	43,206.18	61,049.25
32	19.1513	27.0602	39,834.70	56,285.22	21.2913	30.0843	44,285.90	62,575.34
33	19.6302	27.7370	40,830.82	57,692.96	21.8237	30.8362	45,393.30	64,139.30
34	20.1205	28.4301	41,850.64	59,134.61	22.3691	31.6076	46,527.73	65,743.81
35	20.6237	29.1411	42,897.30	60,613.49	22.9284	32.3974	47,691.07	67,386.59
36	21.1397	29.8695	43,970.58	62,128.56	23.5018	33.2075	48,883.74	69,071.60
37	21.6680	30.6163	45,069.44	63,681.90	24.0896	34.0378	50,106.37	70,798.62
38	22.2097	31.3818	46,196.18	65,274.14	24.6915	34.8885	51,358.32	72,568.08
39	22.7649	32.1661	47,350.99	66,905.49	25.3092	35.7608	52,643.14	74,382.46
40	23.3337	32.9705	48,534.10	68,578.64	25.9416	36.6549	53,958.53	76,242.19
41	23.9173	33.7946	49,747.98	70,292.77	26.5903	37.5716	55,307.82	78,148.93
42	24.5152	34.6395	50,991.62	72,050.16	27.2551	38.5106	56,690.61	80,102.05
43	25.1280	35.5059	52,266.24	73,852.27	27.9362	39.4733	58,107.30	82,104.46
44	25.7563	36.3932	53,573.10	75,697.86	28.6352	40.4605	59,561.22	84,157.84

FY2010-2011  
Effective 07/01/2010  
2% COLA

	Employer Paid				Employee/Employer			
	Minimum Hourly	Maximum Hourly	Approx. Minimum Annual	Approx. Maximum Annual	Minimum Hourly	Maximum Hourly	Approx. Minimum Annual	Approx. Maximum Annual
3	9.5455	13.4879	19,854.64	28,054.83	10.6121	14.9952	22,073.17	31,190.02
4	9.7842	13.8249	20,351.14	28,755.79	10.8778	15.3698	22,625.82	31,969.18
5	10.0289	14.1710	20,860.11	29,475.68	11.1499	15.7542	23,191.79	32,768.74
6	10.2797	14.5248	21,381.78	30,211.58	11.4286	16.1481	23,771.49	33,588.05
7	10.5366	14.8880	21,916.13	30,967.04	11.7141	16.5517	24,365.33	34,427.54
8	10.8001	15.2604	22,464.21	31,741.63	12.0071	16.9656	24,974.77	35,288.45
9	11.0702	15.6418	23,026.02	32,534.94	12.3073	17.3900	25,599.18	36,171.20
10	11.3468	16.0328	23,601.34	33,348.22	12.6146	17.8248	26,238.37	37,075.58
11	11.6304	16.4337	24,191.23	34,182.10	12.9303	18.2702	26,895.02	38,002.02
12	11.9211	16.8445	24,795.89	35,036.56	13.2536	18.7267	27,567.49	38,951.54
13	12.2195	17.2656	25,416.56	35,912.45	13.5848	19.1954	28,256.38	39,926.43
14	12.5247	17.6970	26,051.38	36,809.76	13.9245	19.6746	28,962.96	40,923.17
15	12.8378	18.1399	26,702.62	37,730.99	14.2729	20.1670	29,687.63	41,947.36
16	13.1589	18.5930	27,370.51	38,673.44	14.6295	20.6709	30,429.36	42,995.47
17	13.4879	19.0577	28,054.83	39,640.02	14.9952	21.1876	31,190.02	44,070.21
18	13.8249	19.5343	28,755.79	40,631.34	15.3698	21.7171	31,969.18	45,171.57
19	14.1710	20.0228	29,475.68	41,647.42	15.7542	22.2602	32,768.74	46,301.22
20	14.5248	20.5229	30,211.58	42,687.63	16.1481	22.8165	33,588.05	47,458.32
21	14.8880	21.0362	30,967.04	43,755.30	16.5517	23.3870	34,427.54	48,644.96
22	15.2604	21.5625	31,741.63	44,850.00	16.9656	23.9718	35,288.45	49,861.34
23	15.6418	22.1014	32,534.94	45,970.91	17.3900	24.5714	36,171.20	51,108.51
24	16.0328	22.6539	33,348.22	47,120.11	17.8248	25.1853	37,075.58	52,385.42
25	16.4337	23.2202	34,182.10	48,298.02	18.2702	25.8154	38,002.02	53,696.03
26	16.8445	23.8004	35,036.56	49,504.83	18.7267	26.4604	38,951.54	55,037.63
27	17.2656	24.3956	35,912.45	50,742.85	19.1954	27.1221	39,926.43	56,413.97
28	17.6970	25.0055	36,809.76	52,011.44	19.6746	27.8002	40,923.17	57,824.42
29	18.1399	25.6306	37,730.99	53,311.65	20.1670	28.4949	41,947.36	59,269.39
30	18.5930	26.2714	38,673.44	54,644.51	20.6709	29.2079	42,995.47	60,752.43
31	19.0577	26.9282	39,640.02	56,010.66	21.1876	29.9376	44,070.21	62,270.21
32	19.5343	27.6014	40,631.34	57,410.91	21.7171	30.6860	45,171.57	63,826.88
33	20.0228	28.2917	41,647.42	58,846.74	22.2602	31.4529	46,301.22	65,422.03
34	20.5229	28.9987	42,687.63	60,317.30	22.8165	32.2398	47,458.32	67,058.78
35	21.0362	29.7239	43,755.30	61,825.71	23.3870	33.0453	48,644.96	68,734.22
36	21.5625	30.4669	44,850.00	63,371.15	23.9718	33.8717	49,861.34	70,453.14
37	22.1014	31.2286	45,970.91	64,955.49	24.5714	34.7186	51,108.51	72,214.69
38	22.6539	32.0094	47,120.11	66,579.55	25.1853	35.5863	52,385.42	74,019.50
39	23.2202	32.8094	48,298.02	68,243.55	25.8154	36.4760	53,696.03	75,870.08
40	23.8004	33.6299	49,504.83	69,950.19	26.4604	37.3880	55,037.63	77,767.04
41	24.3956	34.4705	50,742.85	71,698.64	27.1221	38.3230	56,413.97	79,711.84
42	25.0055	35.3323	52,011.44	73,491.18	27.8002	39.2808	57,824.42	81,704.06
43	25.6306	36.2160	53,311.65	75,329.28	28.4949	40.2628	59,269.39	83,746.62
44	26.2714	37.1211	54,644.51	77,211.89	29.2079	41.2697	60,752.43	85,840.98

FY2011-2012  
Effective 07/01/2011  
2% COLA

	Employer Paid				Employee/Employer			
	Minimum Hourly	Maximum Hourly	Approx. Minimum Annual	Approx. Maximum Annual	Minimum Hourly	Maximum Hourly	Approx. Minimum Annual	Approx. Maximum Annual
3	9.7364	13.7577	20,251.71	28,616.02	10.8243	15.2951	22,514.54	31,813.81
4	9.9799	14.1014	20,758.19	29,330.91	11.0954	15.6772	23,078.43	32,608.58
5	10.2295	14.4544	21,277.36	30,065.15	11.3729	16.0693	23,655.63	33,424.14
6	10.4853	14.8153	21,809.42	30,815.82	11.6572	16.4711	24,246.98	34,259.89
7	10.7473	15.1858	22,354.38	31,586.46	11.9484	16.8827	24,852.67	35,116.02
8	11.0161	15.5656	22,913.49	32,376.45	12.2472	17.3049	25,474.18	35,994.19
9	11.2916	15.9546	23,486.53	33,185.57	12.5534	17.7378	26,111.07	36,894.62
10	11.5737	16.3535	24,073.30	34,015.28	12.8669	18.1813	26,763.15	37,817.10
11	11.8630	16.7624	24,675.04	34,865.79	13.1889	18.6356	27,432.91	38,762.05
12	12.1595	17.1814	25,291.76	35,737.31	13.5187	19.1012	28,118.90	39,730.50
13	12.4639	17.6109	25,924.91	36,630.67	13.8565	19.5793	28,821.52	40,724.94
14	12.7752	18.0509	26,572.42	37,545.87	14.2030	20.0681	29,542.24	41,741.65
15	13.0946	18.5027	27,236.77	38,485.62	14.5584	20.5703	30,281.47	42,786.22
16	13.4221	18.9649	27,917.97	39,446.99	14.9221	21.0843	31,037.97	43,855.34
17	13.7577	19.4389	28,616.02	40,432.91	15.2951	21.6114	31,813.81	44,951.71
18	14.1014	19.9250	29,330.91	41,444.00	15.6772	22.1514	32,608.58	46,074.91
19	14.4544	20.4233	30,065.15	42,480.46	16.0693	22.7054	33,424.14	47,227.23
20	14.8153	20.9334	30,815.82	43,541.47	16.4711	23.2728	34,259.89	48,407.42
21	15.1858	21.4569	31,586.46	44,630.35	16.8827	23.8547	35,116.02	49,617.78
22	15.5656	21.9938	32,376.45	45,747.10	17.3049	24.4512	35,994.19	50,858.50
23	15.9546	22.5434	33,185.57	46,890.27	17.7378	25.0628	36,894.62	52,130.62
24	16.3535	23.1070	34,015.28	48,062.56	18.1813	25.6890	37,817.10	53,433.12
25	16.7624	23.6846	34,865.79	49,263.97	18.6356	26.3317	38,762.05	54,769.94
26	17.1814	24.2764	35,737.31	50,494.91	19.1012	26.9896	39,730.50	56,138.37
27	17.6109	24.8835	36,630.67	51,757.68	19.5793	27.6645	40,724.94	57,542.16
28	18.0509	25.5056	37,545.87	53,051.65	20.0681	28.3562	41,741.65	58,980.90
29	18.5027	26.1432	38,485.62	54,377.86	20.5703	29.0648	42,786.22	60,454.78
30	18.9649	26.7968	39,446.99	55,737.34	21.0843	29.7921	43,855.34	61,967.57
31	19.4389	27.4668	40,432.91	57,130.94	21.6114	30.5364	44,951.71	63,515.71
32	19.9250	28.1534	41,444.00	58,559.07	22.1514	31.2997	46,074.91	65,103.38
33	20.4233	28.8575	42,480.46	60,023.60	22.7054	32.0820	47,227.23	66,730.56
34	20.9334	29.5787	43,541.47	61,523.70	23.2728	32.8846	48,407.42	68,399.97
35	21.4569	30.3184	44,630.35	63,062.27	23.8547	33.7062	49,617.78	70,108.90
36	21.9938	31.0762	45,747.10	64,638.50	24.4512	34.5491	50,858.50	71,862.13
37	22.5434	31.8532	46,890.27	66,254.66	25.0628	35.4130	52,130.62	73,659.04
38	23.1070	32.6496	48,062.56	67,911.17	25.6890	36.2980	53,433.12	75,499.84
39	23.6846	33.4656	49,263.97	69,608.45	26.3317	37.2055	54,769.94	77,387.44
40	24.2764	34.3025	50,494.91	71,349.20	26.9896	38.1358	56,138.37	79,322.46
41	24.8835	35.1599	51,757.68	73,132.59	27.6645	39.0895	57,542.16	81,306.16
42	25.5056	36.0389	53,051.65	74,960.91	28.3562	40.0664	58,980.90	83,338.11
43	26.1432	36.9403	54,377.86	76,835.82	29.0648	41.0681	60,454.78	85,421.65
44	26.7968	37.8635	55,737.34	78,756.08	29.7921	42.0951	61,967.57	87,557.81

**ADDENDUM**

This Addendum is executed this \_\_\_ day of \_\_\_\_\_, 2008, by and between Carson City, Carson City Employees Association and the First Judicial District Court and Carson City Justice and Municipal Courts, hereinafter referred to as "Courts"; and is an addendum to the Collective Bargaining Agreement between Carson City and the Carson City Employees Association, ("CCEA"), entered into on \_\_\_\_\_, 2008, hereinafter referred to as "Agreement."

WHEREAS, the parties duly acknowledge that the Courts are a separate branch of government from Carson City. However, the parties agree their non-exempt employees are subject to the collective bargaining agreement executed by and between Carson City and the Carson City Employees Association, as set forth in the terms of this Addendum to the collective bargaining agreement; and

WHEREAS, there are certain non-exempt employees employed by the District Court, Justice and Municipal Courts, and Juvenile Court and Juvenile Probation, which is under the supervision of the District Court, which positions are duly set forth in Exhibit B to this Addendum.

WHEREAS, the parties hereto are in agreement that certain rights set forth in the Agreement shall be afforded to the non-exempt employees set forth in Exhibit A, to include the right to be a member of Carson City Employees Association, and that it is the intent of this Addendum to specifically set forth what

rights under the Agreement that will be granted to the non-exempt employees.

THEREFORE, it is hereby agreed by and between Carson City, the Carson City Employees Association, and the Courts, that the provisions of the Agreement shall be granted to the Courts' non-exempt employees except as altered or amended below.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

To the extent that this provision is applicable to the Courts in regard to non-exempt employees, the parties expressly agree that the Courts retain all management rights in respect to these employees provided that the non-exempt employees shall be subject to the rules, policies, and procedures developed by Carson City to the extent that such rules, policies, and procedures do not conflict with the management rights retained by the Court pursuant to this paragraph. However, the Courts will not implement any changes contrary to the terms of the Agreement in respect to grievances, personnel issues or general working conditions without prior written notice to its non-exempt employees, Carson City and Carson City Employees association.

#### **ARTICLE 14 - COMPENSATION**

The Courts' non-exempt employees shall be entitled to the same negotiated base salary increase, standby premium pay and call-back pay approved for other Carson City employees, pursuant to the terms of the Agreement.

**ARTICLE 14, § 14.2 AND 14.3 - MERIT/SALARY INCREASES**

These provisions are not applicable to the Courts' non-exempt employees, but the Courts will work with the Carson City Humans Resources Department and Finance Department to classify non-exempt employees pursuant to the established compensation program.

**ARTICLE 27 - LAYOFF POLICY AND PROCEDURE**

This provision shall apply only to the Courts' non-exempt employees as it relates to the Courts and not to any other employees of Carson City, such that the Courts have the exclusive right to determine if there will be layoffs, the reduction in staff levels (if any), vacancies, and any bumping rights.

In respect to bumping rights, it is expressly understood that based on the nature of the jobs at the Courts, the Courts reserve the right to disallow bumping rights even within the Courts. No non-Court employee shall have any bumping rights as to employment with the Courts of any nature or kind. No Court employee shall have any bumping rights as to employment by Carson City in a non-court position of any nature or kind.

**EVALUATIONS**

The Courts shall adopt their own evaluation forms and procedures, subject to the review of Carson City to ensure compliance with all applicable laws, for its non-exempt employees, with the assistance of Carson City's Human Resources Department.



The balance of the Articles of the Agreement shall be honored by the Courts as they pertain to the Courts non-exempt employees.

This Addendum shall have the same term as the Agreement, except that it may be terminated at any time by the mutual agreement of the parties.

WE, the undersigned, as authorized representatives of the Court and City, do hereby approve this agreement.

CARSON CITY

FIRST JUDICIAL DISTRICT COURT

By: \_\_\_\_\_  
Marv Texiera, Mayor

By: \_\_\_\_\_  
Honorable William A. Maddox

JUSTICE AND MUNICIPAL COURT

FIRST JUDICIAL DISTRICT COURT

By: \_\_\_\_\_  
Honorable Robey B. Willis

By: \_\_\_\_\_  
Honorable James T. Russell

JUSTICE AND MUNICIPAL COURT

CARSON CITY EMPLOYEES  
ASSOCIATION

By: \_\_\_\_\_  
Honorable John Tatro

By: \_\_\_\_\_  
Cindy Gower, President

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Neil Rombardo,  
District Attorney

## Exhibit A to the Addendum

<b>Titles</b>	<b>Grade</b>
Judicial Clerk 1	22
Judicial Clerk 2	28
Judicial Clerk 3	31
Senior Judicial Clerk	40
Court Interpreter	28
Baliff	33
Judicial Clerk 4	32
Juvenile Court Clerk	30
Juvenile Judicial Assistant	30
Legal Secretary 1	20
Legal Secretary 2	24
Legal Secretary 3	26
Cook 1	14
Cook 2	18
Cook 3	22
Shift Supervisor	33
Youth Advisor I	25
Youth Advisor 2	30
Juvenile Probation Officer 1	32
Juvenile Probation Officer 2	35
Management Assistant 1	20
Management Assistant 2	24
Management Assistant 3	26
Management Assistant 4	28
Management Assistant 5	30
Management Assistant 6	32
Office Support Technician	16

