

**City of Carson City
Agenda Report**

Date Submitted: 6-12-12

Agenda Date Requested: 6-21-12

Time Requested: 10 minutes

To: Board of Supervisors

From: Melanie Bruketta, HR Director

Subject Title: (For possible action:) Action to approve the collective bargaining agreement between Carson City and the Carson City Employee's Association effective July 1, 2012 to June 30, 2013 and the Addendum between Carson City, District Court, Justice Court and the Employee's Association.

Staff Summary: This agenda item will be considered immediately after, but combined with, the corresponding collective bargaining agreement public hearing agenda item, and both items will be heard simultaneously. Negotiations between the City and the Employee's Association resulted in the proposed one year labor contract. This contract satisfies the interests of both the City and the employees. This matter is being considered in accordance with the public hearing process set forth in NRS 288.153.

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: Having considered the matters raised during the public hearing, I move to approve the collective bargaining agreement between Carson City and the Carson City Employee's Association effective July 1, 2012 to June 30, 2013 and the Addendum between Carson City, District Court, Justice Court and the Employee's Association.

Explanation for Recommended Board Action: At the NRS 288.153 Public Hearing (and during the Board's consideration of this agenda item for approval of the collective bargaining agreement), the City Manager is recommending approval by the Board. The parties agreed to keep the current terms and conditions in place with the addition of merit increases (not cost-of-living increases), the addition of the annual leave that was provided in the May 6, 2010 addendum and increasing the maximum annual leave accrual from 240 hours to 280 hours. This action also includes approving the Court's Addendum, which

addresses management rights, compensation, disciplinary actions, and layoff policy and procedure for court employees.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 288

Fiscal Impact: \$221,642


Explanation of Impact: Implementation of merit increases

Supporting Material: Agreement between Carson City and the Carson City Employee's Association, July 1, 2012-June 30, 2013.


Prepared By: Melanie Bruketta, HR Director

Reviewed By: 
(City Manager)

Date: 6/12/12


(Finance Director)

Date: 6/12/12


(District Attorney)

Date: 6/12/12

Board Action Taken:

Motion(s): _____ 1) _____ Aye/Nays
2) _____

(Vote Recorded By)

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A G R E E M E N T

CARSON CITY

and the

CARSON CITY EMPLOYEES ASSOCIATION

(July 1, 2012-June 30, 2013)

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24 The following are incorporated into this agreement:
 25 Addendum
 26 Schedule A Fiscal Year 13-14 Salary Schedule
 27 Attachment 1 Bargaining Unit Position Titles by Salary Grade Level (2012)
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AGREEMENT

This Agreement is entered into this 7th day of June, 2012, 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.

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

1 as an employee organization.

2
3 1.2 EMPLOYEE DEFINITION

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

6 a. "Regular employee" means an employee who has been retained in a regular
7 position after completion of the probationary period.

8 b. "Regular part-time employee" means a regular employee whose regular workweek
9 consists of at least 21 hours but less than forty hours.

10 c. "Hourly Recreational Employee" means a person who works in the Recreation
11 Department in a seasonal or cyclical position whose term of employment does not exceed
12 270 consecutive days in any fiscal or calendar year.

13 1.3 ELIGIBILITY FOR BENEFITS

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

20 ARTICLE 2 ASSOCIATION RIGHTS

21 2.1 RIGHT TO ORGANIZE

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

26 2.2 PERTINENT INFORMATION

27 The Association may request reasonable information concerning any subject matter
28 included in the scope of mandatory bargaining which it deems necessary for and relevant to

1 collective bargaining, or necessary for the administration or application of this agreement. The
2 City shall furnish the information requested without unnecessary delay.

3 2.3 ASSOCIATION BUSINESS

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

8 2.4 ASSOCIATION USE OF BUILDINGS

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

12 2.5 NOTIFICATION TO ASSOCIATION OF NEW EMPLOYEES

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

15 2.6 ASSOCIATION USE OF INTER OFFICE COMMUNICATION FACILITIES

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

20 2.7 ADMINISTRATIVE LEAVE

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

26 2.8 RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEE'S

27 When the City and Association agree to conduct negotiations during normal work hours,
28 the City shall allow release time, with pay, to those employees who are members of the

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

7 2.9 EXCLUSIVE RIGHTS OF ASSOCIATION

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

11 ARTICLE 3 ASSOCIATION DUES

12 3.1 DUES DEDUCTION AUTHORIZATION

13 The City agrees to deduct Association dues from the employees who authorize the
14 deduction in writing.

15 3.2 NOTIFICATION AND TRANSMITTAL OF MONIES

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

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

22 3.3 INDEMNIFICATION

23 The Association will indemnify, defend and hold the City harmless against any claims
24 made and against any suits instituted against the City on account of any action taken or not taken
25 by the City in good faith under the provision of this article. The Association agrees to refund to
26 the City any amounts paid to it in error on account of the payroll deduction provisions after
27 presentation of proper evidence thereof.

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ARTICLE 4 MANAGEMENT RIGHTS

4.1 CITY'S RIGHT TO MANAGE

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

ARTICLE 5 NONDISCRIMINATION

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

ARTICLE 6 EMPLOYEE RIGHTS

6.1 CIVIC, JUDICIAL AND QUASI-JUDICIAL DUTY

An employee called to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal, as a result of a job related incident or in the course of performance of employment obligation or for jury duty, shall be granted administrative leave and shall not lose compensation for responding or participating in such proceedings.

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

6.2 PERSONAL LIFE

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

1 6.3 APPEARANCES BEFORE EMPLOYER

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

6 6.4 JUST CAUSE

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

10 Whenever appropriate, the City agrees to follow a policy of progressive discipline which
11 minimally includes verbal warning, written reprimand, suspension without pay, demotion, or
12 termination as a final and last resort.

13 6.5 UNIFORM APPLICATION OF RULES AND REGULATIONS

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

17 6.6 STATE AND FEDERAL RIGHTS

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

22 ARTICLE 7 LONGEVITY

23 7.1 LONGEVITY PAYMENT AND ELIGIBILITY

24 Effective July 1, 2003, a longevity benefit is available to eligible bargaining unit
25 employees. The first longevity eligibility determination will occur at the end of the last,
26 complete pay period that occurs before the first semi-annual longevity payment is paid out in the
27 first payday in December, 2003. The next longevity eligibility determination will occur at the
28 end of the last, complete pay period that occurs before the first semi-annual longevity payment is

1 paid out in the first payday in June, 2004. This process of eligibility determination and longevity
2 payment payout will continue semi-annually thereafter in the first payday in December and June
3 of each fiscal year.

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

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
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

1	19	750.00	1500.00
2	20	800.00	1600.00
3	21	850.00	1700.00
4	22	900.00	1800.00
5	23	950.00	1900.00
6	24	1000.00	2000.00
7	25	1050.00	2100.00

- 8 a. Regular, full-time, part-time, or intermittent employees covered under the
- 9 Agreement who have had a break in service [i.e., separation, resignation,
- 10 termination, retirement, etc.], will begin a new, initial eligibility period starting
- 11 with the date of their last re-employment or reinstatement as a regular employee of
- 12 the City in a bargaining unit position. However, employees who have been
- 13 separated as a result of an involuntary reduction in force who are re-called to a
- 14 bargaining unit position within two years will not be required to begin a new
- 15 eligibility period. Regular seasonal employees' furlough periods (periods of leave
- 16 without pay during the "off" season) will not be considered as breaks in service,
- 17 but only regularly scheduled and paid hours in City employment in a seasonal
- 18 bargaining unit position will be used to determine when a regular seasonal
- 19 employee has completed a year of service as described below in 7.1(C).
- 20 b. Periods of employment as a temporary, hourly, or time limited employee are not
- 21 creditable for longevity.
- 22 c. An employee who has had continuous service as a regular employee in a
- 23 bargaining unit position but who has worked less than full time or without pay
- 24 during any part of an eligibility period may receive credit for regularly scheduled
- 25 hours in a pay status. That is, periods of regular continuous seasonal, part-time or
- 26 intermittent employment will be credited on a regularly scheduled, paid-hour
- 27 basis. Employees who, during their regular continuous employment period with
- 28 the City, have periods of regular service that is less than full-time (40 hours per

1 week) must complete at least 1900 hours in a pay status to be credited with a full
2 year of continuous service.

3 7.2 OTHER REQUIREMENTS FOR LONGEVITY PAY

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

15 ARTICLE 8 EMPLOYEE WORK SHIFT AND WORKWEEK

16 8.1 STANDARD WORK SHIFT

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

22 8.2 STANDARD WORK WEEK

- 23 a. Regular full-time employees' regularly scheduled workweek shall be 40 hours.
24 b. Regular part-time employees' regularly scheduled workweek shall be not less than
25 21 hours.
26 c. This section does not establish nor should it be understood to establish a
27 guaranteed work week for employees covered by this Agreement but defines the
28 basic workweek for purposes of a subject of mandatory negotiation and overtime.

1 8.3 REST PERIOD

- 2 a. Employees' shall receive a 15 minute rest period for each four hours worked.
- 3 b. Insofar as workload and staffing permit and subject to approval of the employee's
- 4 supervisor, the City agrees to allow employees to accumulate their two allotted
- 5 15-minute rest periods daily and to allow employees to utilize said rest periods in
- 6 conjunction with their allotted lunch period. It is agreed that such utilization must
- 7 occur during the current shift and may not be utilized on a subsequent shift.

8 ARTICLE 9 OVERTIME

9 9.1 COMPUTING OVERTIME

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

24 9.2 COMPENSATORY TIME OFF

- 25 a. In the event an employee works overtime in a particular work week, the employee
- 26 may elect to take compensatory time off at the rate of time and one half (1.5) in
- 27 lieu of overtime cash payment.
- 28 b. In the event an employees compensatory time balance is in excess of 160 hours,

1 compensatory time off in lieu of overtime cash payment may only be made
2 with management approval.

- 3 c. Compensatory time may accumulate to a maximum of 240 hours.
- 4 d. At the election of the employee, all or part of the accumulated compensatory time
5 may be paid to the employee on the first pay day in July and on the first pay day in
6 December of each fiscal year, up to a maximum of 120 hours in any one fiscal
7 year.
- 8 e. Effective upon ratification of this contract, compensatory time off must be used
9 within nine months of accrual of the compensatory time or the City shall pay the
10 employee for the accrued compensatory time on the next regularly scheduled
11 paycheck. However, any compensatory time earned by an employee at the time of
12 ratification of this contract in 2008 will not be subject to the above requirement,
13 but will be subject to use at the election of the employee, subject to normal
14 restrictions on use of annual leave.

15 9.3 EMPLOYEES WORKING ON SEVEN-DAY OPERATIONS

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

21 9.4 ASSIGNMENT FOR OVERTIME WORK

22 Overtime work shall be rotated among eligible and qualified employees in the job
23 classification involved, in the order of their seniority. Such rotation shall be on a continuous
24 basis, that is, the employee next in line of seniority to the employee who was assigned to the
25 immediately preceding period of overtime work shall be first assigned to the current overtime
26 work.

27 ARTICLE 10 PROBATIONARY PERIOD

28 All new employees shall serve a probationary period up to 12 months. Such employees

1 are not subject to this Agreement and may be laid off or discharged during this period for any
2 reason. After such trial period, an employee shall be deemed to be a regular employee, and shall
3 acquire seniority from their first date of hire. Probationary employees shall not be subject to the
4 terms of this Agreement unless expressly provided herein.

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

6 ARTICLE 11 HOURLY EMPLOYEES

7 11.1 EMPLOYMENT STATUS

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

13 ARTICLE 12 GRIEVANCE

14 12.1 DEFINITIONS

- 15 a. A grievance is a claim relating to the interpretation or application of this
16 Agreement and those portions of the Carson City Personnel Regulations that are
17 subjects of mandatory bargaining. This does not preclude informal discussion and
18 attempt to resolve the problem prior to filing a formal grievance, even though
19 such discussions are not part of the formal grievance procedure.
- 20 b. A grievant is a regular employee, or a group of regular employees, or the
21 Association filing a grievance.
- 22 c. Days shall mean working days, Monday through Friday, and shall not include
23 Saturday, Sunday or holidays.

24 12.2 RIGHTS TO REPRESENTATION

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

28 If, in the judgment of the Association, a grievance affects a group of employees or the

1 Association, the Association may initiate and submit such grievance, in writing, to the Human
2 Resources Department directly, and the processing of such grievance shall commence at Step II.
3 The Association may process such a grievance through all levels of the procedure unless the
4 individual aggrieved person does not wish to do so.

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

8 12.3 INDIVIDUAL RIGHTS

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

15 12.4 PROCEDURE

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

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

22 Failure to respond at any supervisory level within five days will result in the award being
23 granted to the grievant unless the total direct cost of the grievance is greater than \$250.00 or
24 unless the delay is caused by the absence or unavailability of a person critical to the
25 determination of the grievance. If the total annual direct cost of the grievance is greater than
26 \$250.00, the failure to respond at any supervisory level within five days will result in the
27 grievance being automatically moved to the next step. Direct cost shall not include the City's
28 overhead in processing or responding to the grievance.

1 STEP I

2 Within 21 days of the occurrence, knowledge or condition which is the basis of the
3 complaint, the grievant may present the grievance, in writing, to the Department Director. The
4 Department Director shall attempt to adjust the matter and respond in writing to the grievant
5 within five days. The answer shall include the reasons upon which the decision was based.

6 STEP II

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

18 STEP III -- BINDING ARBITRATION

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

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

1 receipt of the list, each party shall alternately strike names from the list, and the name remaining
2 shall be the arbitrator. The arbitrator shall consider the grievance and render a decision
3 which shall be final and binding upon the parties without recourse except as provided by law.

4 12.5 ARBITRATION COSTS

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

9 12.6 JURISDICTION OF THE ARBITRATOR

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

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

19 12.7 EXCEPTIONS TO TIME LIMITS

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

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

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

26 12.8 COOPERATION OF THE EMPLOYER AND ASSOCIATION

27 The City and the Association will cooperate with each other in the investigation of any
28 grievance, and further, will furnish each other with such necessary and relevant information as is

1 requested for the processing of any grievance. No grievant, grievance board member or member
2 of a grievance committee involved in the investigation, processing, or hearing of any grievance
3 shall suffer loss of salary or benefits. Overtime or any other special pay shall likewise not apply.

4 12.9 PERSONNEL FILES

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

7 ARTICLE 13 RETIREMENT

8 All employees covered by this Agreement shall be covered by the State of Nevada Public
9 Employees Retirement System (PERS) pursuant to NRS Chapter 286. Any increases in the
10 annual contribution amount required by NRS Chapter 286 shall be equally divided between
11 employee and the City for the purposes of adjusting salary increases or salary reductions as
12 outlined in the PERS Official policy in effect at the time.

13 ARTICLE 14 COMPENSATION

14 14.1 SALARIES

- 15 a. Effective July 1, 2012, (FY 2013) Employees will be eligible to receive a merit
16 increase but not a cost of living increase.

17 14.2 MERIT INCREASE

18 Employees who receive a performance evaluation of “meets expectations” or better, are eligible
19 to receive a merit increase in pay.

- 20 a. Employees who are serving their 12 month initial probation shall receive, upon
21 successful completion thereof, a 2.0, 3.5 or 5.0 percent merit increase.
- 22 b. Upon each successive anniversary date, on the recommendation of the appointing
23 authority, annual merit increases may be granted to employees in recognition of
24 receiving the following overall performance ratings of duties assigned to their
25 position: a 2.0% pay increase in recognition of an overall “meets expectations”
26 rating; a 3.5% pay increase in recognition of an overall “above expectations”
27 rating; a 5.0% pay increase in recognition of an overall “outstanding” rating.

28 14.3 MERIT INCREASES NOT GRANTED

1 If a merit increase is not granted at time of eligibility, or the employee disputes the
2 amount of the merit increase granted, the Department Director shall inform the
3 employee, in writing, and state the reasons upon which the decision was based,
4 and prescribed remedy to improve employee's performance.

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

7 **14.4 BASIS OF EVALUATION**

8 Peer evaluations shall not be considered in evaluating an employee's performance fro
9 purposes of this Article.

10 **14.5 STAND BY PREMIUM PAY**

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

- 12 a. Employees shall receive 10 percent of their regular hourly rate for each hour, or
13 fraction thereof, spent on standby time.
- 14 b. Employees shall be paid at the rate of one and one half (1.5) times their regular
15 hourly rate for each hour, or fraction thereof, of actual work.
- 16 c. Employees who are on standby time on any holiday listed in Section 16.1 shall
17 receive ten percent of their regular hourly rate for a period of not less than 24
18 hours. If the employee is called back to work, the 10% would be paid only on the
19 hours actually spent on standby.

20 **14.6 SHIFT DIFFERENTIAL**

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

25 **14.7 CALL BACK PAY**

26 a. **CALL-BACK PAY**

- 27 1. (Employees with an effective date of membership into the Nevada Public
28 Employee's Retirement System on or before June 30, 2008)

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- a. Except as it may conflict with the Nevada Administrative Code at 284.214, call-back pay is defined as compensation earned for returning to duty after a member has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice.
 - b. Scheduling the 12-hour rule set forth in subsection (a) will be activated by the electronic call-out required for the shift scheduling from the public employer. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.
 - c. An employer may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours' notice to request a return to duty, if the employer has knowledge more than 12-hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.
1. (Employees with an effective date of membership into the Nevada Public Employee's Retirement System on or after July 1, 2008)
- a. Except as it may conflict with Nevada Administrative Code at 284.214, call-back is defined as compensation earned for returning to duty after a member has completed his regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any member who is (1) called into work while on standby status, (2) not required to leave the premises where he is residing or located at the time of notification in order to respond, or (3) called back to work if the work begins 1 hour or less before or after his scheduled work shift.
 - b. "Emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent

1 or mitigate the endangerment of lives, health, or property. Such an
2 emergency must be declared by the governing body.

- 3 c. Scheduling the 12-hour rule set forth in subsection (a) will be
4 activated by the electronic call-out required for the shift scheduling
5 from the public employer. Any electronic response system must
6 comply with the 12-hour rule and not allow the employee call-in
7 response to govern notification for purposes of the 12-hour rule.
8 d. An employer may not convert what would otherwise be an overtime
9 shift to a call-back shift by waiting until there is less than 12 hours'
10 notice to request a return to duty, if the employer has knowledge
11 more than 12-hours before the start of the shift to be staffed, either
12 through notification or through normal staffing policies, of the
13 staffing need.

14 2. (Employees with an effective date of membership into the Nevada Public
15 Employee's Retirement System on or after January 1, 2010)

- 16 a. Returning to duty within 12 hours after one's regular working hours
17 to respond to an emergency.
18 b. "Emergency" means a sudden, unexpected occurrence that is
19 declared by the governing body to involve clear and imminent danger
20 and require immediate action to prevent and mitigate the
21 endangerment of lives, health or property.

- 22
23 c. An employee who is called back to work before or after his regular
24 work schedule shall receive a minimum of two hours pay at the
25 rate of one and one half (1.5) times the current contract salary. An
26 employee who has returned home and is out of service after a call-
27 back shall receive a minimum of two hours pay at the rate of one
28 and one half (1.5) times the current contract salary for each

1 successive call-back up to a maximum of eight call-backs in a 16-
2 hour period or 12 call-backs in a 24-hour period. An employee who
3 receives a successive call-back prior to returning home and going
4 out of service shall not receive call-back pay for the successive
5 call-back, but shall receive pay at time and one half for all hours
6 worked.

7 d. When an employee is called at home and the employee performs
8 the required tasks at home or by telephone, such employee shall
9 receive call-back pay for a minimum of one half hour or actual
10 hours worked, whichever is greater, at the rate of one and one half
11 (1.5) times the current contract salary.

12 e. Any employee who is eligible to receive call-back pay may elect to
13 convert his call-back pay to compensatory time at the rate of 1.5
14 hours for each hour of call-back pay status.

15 14.8 COURT TIME

16 An employee who appears to testify pursuant to a subpoena in any criminal/civil court or
17 administrative proceeding that is required as a result of the employee's job shall receive his/her
18 regular salary during the period of court or administrative proceeding or pretrial conference. If
19 said court or administrative proceeding is during the employee's regular time off, and in the
20 event that the employee's schedule cannot be changed to accommodate court schedules, he/she
21 shall be entitled to a minimum of three (3) hours overtime pursuant to Article 9 if said employee
22 has already worked in excess of forty hours a week during the time scheduled for said court
23 testimony. The employee must first obtain his/her supervisor's written approval in order to be
24 eligible for overtime for any pretrial conference. Employees subpoenaed to testify shall tender
25 any witness fees received to the City. Employees who testify pursuant to a subpoena during the
26 employee's regular time off shall not be entitled to call back pursuant to Article 14.7. If the
27 subpoena is canceled or the order to testify rescinded prior to the off duty employee's departure
28 for his/her court appearance, there shall be no entitlement to overtime pursuant to this Article.

1 Any alternative work schedule provided in order to accommodate the employee's attendance at
2 any court or administrative proceeding or pretrial conference is not subject to the provisions of
3 Article 8.1.

4 ARTICLE 15 RESPONSIBILITY PAY

5 15.1 RESPONSIBILITY PAY

6 An employee who is assigned additional responsibilities, whether in the same or a higher
7 classification, for at least one full shift shall be entitled to temporary duty pay in the amount of
8 5% of the employee's current rate of pay in addition to the regular rate of pay. Such temporary
9 duty pay shall terminate when the assignment is completed or revoked.

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

14 15.2 PAY FOR REQUIRED SPANISH

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

20 15.3 PAY FOR TRAINING ASSIGNMENT

21 An employee who is assigned as a trainer in any department by the Department Director,
22 and who, as a part of the assignment is required to provide a written report on or evaluation of
23 the progress of employees, shall receive an additional 5% of the employee's base salary for the
24 duration of the assignment. An assignment as a trainer is not a promotion. Assignment and
25 rescinding of the assignment as a trainer is solely at the discretion of the Department Director and
26 is not subject to appeal through the grievance process.

27 ARTICLE 16 HOLIDAYS

28 16.1 LEGAL HOLIDAYS

1 The following days shall be observed as legal holidays:

2 New Years Day (January 1)

3 Martin Luther King's Birthday (third Monday in January)

4 President's Day (third Monday in February)

5 Memorial Day (last Monday in May)

6 Independence Day (July 4th)

7 Labor Day (first Monday in September)

8 Nevada Day (last Friday in October)

9 Veterans Day (November 11)

10 Thanksgiving Day (fourth Thursday in November)

11 Family Day (day after Thanksgiving Day)

12 Christmas (December 25)

13 16.2 OTHER HOLIDAYS DEFINED

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

16 16.3 HOLIDAY FALLING WITHIN VACATION PERIOD

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

19 16.4 HOLIDAY OBSERVANCE

20 When a designated holiday falls on a Saturday, the Friday before will be observed as the
21 holiday, and when a designated holiday falls on a Sunday, the Monday after will be observed as
22 the holiday.

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

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

1 standard workweek employees.

2 16.5 COMPUTING HOLIDAY PAY

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

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

6 16.6 PAY FOR WORK ON HOLIDAY

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

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

11 In lieu of receiving compensation as specified above and subject to Employer's approval,
12 the employee may elect to receive the regular rate of pay for the hours worked on the holiday and
13 accrue compensatory time off at straight time for the hours worked on the holiday. Such
14 compensatory time balance may not accrue in excess of seven (7) work shifts.

15 ARTICLE 17 ANNUAL LEAVE

16 17.1 COMPUTATION OF VACATION DAYS

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

19	Less than 1 year:	9.3 hours
20	After 1 year but less than 2 years:	11.3 hours
21	After 2 years but less than 5 years:	13.3 hours
22	After 5 years of continuous employment:	17.3 hours

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

25 17.2 LIMITATION

26 A maximum of 280 unused vacation hours will be allowed to accrue from year to year.
27 Accrued annual leave in excess of 280 hours must be taken prior to January 1 of each year, or
28 such excess may be forfeited. An employee who has accrued annual leave in excess of the

1 maximum specified above and who, through no fault of his/her own, is unable to use such excess
2 annual leave prior to January 1st of the year following the year in which such leave is
3 accumulated, shall be compensated for the amount of annual leave in excess of the maximum.

4 17.3 ANNUAL LEAVE UPON TERMINATION

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

9 17.4 EMPLOYEES BECOMING ILL WHILE ON VACATION

10 An employee who submits satisfactory evidence that, during his vacation period, he was
11 hospitalized for a disability, or that he was disabled for at least 2 consecutive days without
12 hospitalization, shall, at his request, be granted sick leave for the period of his disability to the
13 extent that he is entitled to such leave under the provisions of Section 18.1 of this Agreement,
14 and the portion of his lost vacation time for which sick leave is granted shall be credited to him.

15 ARTICLE 18 SICK LEAVE AND OTHER LEAVES OF ABSENCE

16 18.1 PAID SICK LEAVE

- 17 a. Starting from the date of hire, full-time employees hired shall accrue 1-1/4 days of
18 sick leave each month, to a maximum of 15 days per year, at full salary, for
19 personal illness or disability, personal medical appointments, quarantine or
20 communicable disease, maternity, paternity, adoption, or illness, disability or
21 communicable disease in the immediate family.
- 22 b. Unused days of sick leave each year will be allowed to accumulate without limit
23 for use purposes.
- 24 c. Employees may not use accumulated sick leave until completion of six months of
25 continuous employment.
- 26 d. Sick leave may be used for absences necessitated by pregnancy, miscarriage,
27 childbirth and recovery therefrom and shall include leave for purposes of adoption
28 as may be required by State and Federal law or regulations.

- 1 e. When absence is due to the employee's personal illness, the employee does not
2 have to inform the City of the nature of such illness. The City may require a
3 physician's statement as to the authenticity of the reasons for use of sick leave if
4 such sick leave is for more than three consecutive days. Where the City has
5 reasonable cause to believe sick leave is being abused, it may require the
6 employee to submit a physician's statement and, in such event, the appropriate
7 City representative shall state, in writing, the reason for suspecting abuse of sick
8 leave.
- 9 f. For purposes of sick leave, immediate family shall include spouse, significant
10 other, parent, brother, sister, child, stepchild residing with employee, grandparent
11 or grandchild or corresponding relation by affinity. Family sick leave shall be
12 limited to eighty (80) hours per fiscal year unless excess amount is approved by
13 the employee's Department Director, or the Department Director's designee. Prior
14 to any family sick leave being approved, the employee shall contact the
15 employee's Department Director, or the Department Director's designee, orally or
16 in writing within one day of employee returning to work stating the reason for
17 using family sick leave. For purposes of this section "in writing" shall include the
18 use of the standard Carson City leave slip.
- 19 g. Regular full-time employees hired after July 1, 1989 shall accrue sick leave at the
20 rate of 6 hours per month for the first year.
- 21 h. After 1 year of continuous employment, regular full-time employees hired after
22 July 1, 1989 shall accrue sick leave at the rate of 10 hours per month.
- 23 i. For regular full-time employees hired after July 1, 1989 sick leave shall accrue to
24 a maximum of 120 hours per year, at full salary, and shall be used for personal
25 illness or disability, personal medical appointments, quarantine or communicable
26 disease, maternity, paternity, adoption, or illness, disability or communicable
27 disease in the immediate family.
- 28 j. Paragraphs (b) through (f) of this section shall apply to all regular full-time

1 employees whether hired prior to or after July 1, 1989.

2 18.2 COMPENSATION FOR UNUSED SICK LEAVE

3 Upon death, retirement or termination after 10 years of satisfactory service, employees or
4 beneficiaries shall receive compensation for a maximum of 720 hours of accrued unused sick
5 leave on the basis of one hour for every three hours (33 1/3%) at the employee's regular hourly
6 rate of pay unadjusted for retirement. As an alternative to cash payoff described above, upon
7 retirement after 10 years of satisfactory service, employees may elect in writing to utilize a
8 maximum of 720 hours of accrued unused sick leave on the basis of one hour for every three
9 hours (33 1/3%) at the employee's regular hourly rate of pay unadjusted for retirement to pay for
10 the employee's premium for post-retirement group health insurance. If used for post-retirement
11 medical insurance, the sick leave will be given a present value on the effective date of the
12 Nevada PERS retirement based on one third (1/3) of accrued sick leave up to a maximum of 720
13 hours (i.e. 240 hours) and will be accounted for by the City in a non-cash, non-interest bearing
14 account in the employee's name to pay for the employee's premium for post-retirement medical
15 insurance from the City approved group insurance plan at the then-existing premium in effect at
16 the time of the monthly premium payment. The employee's account will be automatically debited
17 monthly and will automatically expire when exhausted or when the retiree dies or becomes
18 covered by another group or private health insurance policy or Medicare. The employee/retiree is
19 liable for any premium payments once his/her account is exhausted. The employee will be
20 notified by the City at least one month before the account will be exhausted. The
21 employee/retiree remains solely liable for any premiums for qualified dependents if allowed by
22 the terms of the City group health insurance policy. If the employee elects cash payment, he/she
23 waives post-retirement conversion of sick leave to pay for post-retirement health insurance. If the
24 employee elects post-retirement conversion of sick leave, he/she waives any cash payoff for
25 accrued sick leave.

26 18.3 WORKER'S COMPENSATION LEAVE

27 Absence due to injury incurred in the course of employment will not be charged against
28 an employee's sick leave for a period not to exceed sixty (60) calendar days from the date of

1 injury. During this time, the City will provide full salary to the employee upon the condition that
2 the employee shall endorse and deliver to the City any Worker's Compensation received pursuant
3 to NRS Chapters 616 and 617.

- 4 a. Upon the expiration of sixty (60) calendar days, if the employee is still unable to
5 work, accrued compensatory time shall be used to supplement Workers'
6 Compensation benefits in order to receive fully salary. Such accrued
7 compensatory time shall be charged only to the extent not reimbursed by Workers'
8 Compensation.
- 9 b. When accrued compensatory time has been exhausted, if the employee is still
10 unable to work, accrued sick leave shall be used to supplement Workers'
11 Compensation benefits in order to receive full salary. Such accrued sick leave
12 shall be charged only to the extent not reimbursed by Workers' Compensation.
- 13 c. When accrued sick leave has been exhausted, if the employee is still unable to
14 work, accrued annual leave shall be used to supplement Workers' Compensation
15 benefits in order to receive full salary. Such accrued annual leave shall be charged
16 only to the extent not reimbursed by Workers' Compensation.
- 17 d. When accrued annual leave has been exhausted, the employee shall receive no
18 additional compensation from the City, and shall receive Workers' Compensation
19 benefits in accordance with their regulations.
- 20 e. An employee who is permanently disabled shall be entitled to use any accrued
21 compensatory time, sick leave and annual leave prior to leaving City employment.
- 22 f. Employee benefits, sick leave and annual leave shall continue to accrue so long as
23 the employee is eligible for full salary as provided above.
- 24 g. If an employee is injured on the job and as a result can no longer perform the
25 essential functions of said job, the City, upon receiving a release from the
26 employee's physician, shall attempt to place the employee in a light duty position.
27 Such light duty may be temporary and need not be in an authorized position. An
28 employee who is released by his or her physician to return to the job held at the

1 time of the injury, must return to work at that position. If the employee's
2 physician determines that the employee will be permanently unable to return to his
3 or her original position, the City will make good faith efforts to place the
4 employee in a different, authorized and available position for which the employee
5 is qualified and which the employee is physically able to perform. If such a
6 position is not available, the City may terminate the employee as provided by the
7 laws and administrative regulations of the State of Nevada or this Agreement, and
8 shall give said employee the right to be rehired when an appropriate position may
9 become available.

10 18.4 ACCOUNTING OF ACCRUED SICK LEAVE

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

13 18.5 WELL DAYS

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

21 18.6 CATASTROPHIC LEAVE

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

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

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

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- 2. Establishing the catastrophic leave account.
 - a. The City Manager may establish an account for catastrophic leave for all City employees.
 - b. An employee may request, in writing that a specified number of hours of his/her accrued sick leave be transferred from his/her account to the catastrophic leave account.
 - c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance in his/her account after the transfer is less than 240 hours. Sick Leave will be transferred at the rate of one hour for one hour credit donated.
 - d. The maximum number of hours which may be transferred in any one calendar year is 100. The minimum number of hours which may be transferred in any calendar year is 24 hours. Leave will be placed in a pool, 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

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- (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.
- 4. Approval of transferring the catastrophic leave.
 - a. The City Manager or his designee, may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of an employee who is eligible to receive such leave.
 - b. The decision of the City Manager or his designee concerning the approval of leave pursuant to subsection 1 is final and is not subject to the grievance procedure, judicial review or review by the Board of Supervisors.
- 5. Review of status of catastrophe; termination of leave; disposition of hours not used.
 - a. The City Manager or his designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure, judicial review or review by the Board of Supervisors.
 - b. The City Manager or his designee shall not grant any hours of leave from the catastrophic leave account after:
 - (1) The catastrophe ceases to exist; or
 - (2) The employee who is receiving the leave resigns or his/her employment with the City is terminated.
 - c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.
- 6. Maintenance of records on catastrophic leave.

1 a. Human Resources shall maintain the records and report to the City Manager any
2 information concerning the use of a catastrophic leave account to evaluate the
3 effectiveness, feasibility and the cost to carry out this provision.

4 7. Employee: Definition

5 a. The term "employee" as used in this policy includes all regular City employees
6 who are eligible to accrue and use sick leave.

7 8. Substantiation of Catastrophic Condition

8 a. The City Manager or his designee may require written substantiation of the
9 catastrophic condition which is life threatening or which will result in a lengthy
10 illness by a physician of his choosing. The cost of such written substantiation
11 shall be borne by the employee.

12 ARTICLE 19 OTHER LEAVE

13 19.1 MATERNITY-PATERNITY-ADOPTION LEAVE

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

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

22 19.2 BEREAVEMENT LEAVE

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

26 19.3 LEAVE FOR CIVIC DUTIES

27 Temporary leave at full salary will be provided to each employee for jury duty, court
28 appearances or administrative proceedings arising out of the employee's employment, Selective

1 Service examinations, military reserve training and voting. Employees subpoenaed or otherwise
2 required to appear in court or at administrative proceedings arising out of their employment and
3 which appearances occur outside their regularly scheduled shift shall be paid one and one half
4 times their regular rate of pay for the time spent at such appearances. Juror or witness fees
5 received by the employee shall be returned to the City.

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

8 19.4 LEAVE OF ABSENCE WITHOUT PAY

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

24 ARTICLE 20 EQUIPMENT, TOOL AND CLOTHING ALLOWANCE

25 20.1 PROTECTIVE EQUIPMENT

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

28 Other personal wearing apparel will not be paid for by the City. Initial and replacement

1 issuances will be made at no cost to the employee, when such replacements are necessary
2 because of wear.

3 20.2 FOUL WEATHER CLOTHING ALLOWANCE

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

7 20.3 UNIFORM AND CLOTHING

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

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

14 20.4 TOOL ALLOWANCE

15 a. City will furnish all hand tools used by the employees in their work, except that
16 employees who are required to furnish their own tools of a monetary value of six
17 hundred (\$600.00) or more, shall receive a tool allowance in the amount of \$50.00
18 per month, for the use, loss, theft, and breakage, when such tools are used in the
19 performance of duty.

20 b. In the event of a major casualty loss due to destruction of building where
21 employees tools are stored, the City shall replace such loss of tools, at no cost to
22 the employee.

23 c. All tools furnished by City shall remain its property, but will be charged to the
24 employees who shall be responsible for the security of the tools assigned to them.

25 20.5 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

26 Upon approval of the Department Director, the employer shall reimburse an employee for
27 the costs of repairing or replacing watches or prescription eyeglasses/contact lenses which are
28 lost, damaged, or stolen while the employee is in the performance of his or her duties, within

1 thirty (30) days of notification to the Department Director as follows:

- 2 a. Watches up to \$50.00
- 3 b. Prescription eyeglasses/contact lenses up to 50% of repair or replacement cost up
- 4 to a maximum of \$300.00 with the City's maximum share \$150.00. The first
- 5 \$100.00 of the repair or replacement will be paid by the City.

6 In order to receive benefit under this Article, the employee must report any claims

7 to his or her supervisor prior to the end of the shift on which the incident occurred, unless such

8 report is not possible or practical at that time.

9 ARTICLE 21 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 prior
- 18 to the commencement of such travel. All legitimate and reasonable business
- 19 expenses that exceed the per diem cash advance, which are documented by
- 20 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 PERSONAL VEHICLE ALLOWANCE

24 22.1 PERSONAL VEHICLE ALLOWANCE

25 Employees who are required to use their personal vehicles for City business shall receive

26 the IRS mileage rate or the rate prescribed by NRS 281.160, whichever is higher.

27 ARTICLE 23 SPECIAL ASSIGNMENT OR CERTIFICATION

28 23.1 Each employee who is required to, or volunteers to, and who thereafter is assigned

1 conditions under which the benefit is provided are established at the sole
2 discretion of the Carson City Fire Department and are neither part of this
3 Agreement nor negotiable between the parties to this Agreement.

4 24.4 CONTINUITY OF COVERAGE

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

7 ARTICLE 25 RECLASSIFICATION

8 25.1 ENTITLEMENT

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

13 25.2 PROCEDURES

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

23 25.3 EFFECTIVE DATE

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

27 25.4 DISPUTE OVER CLASSIFICATION

28 In case of a dispute between the parties to this Agreement as to the application of

1 this Article the dispute shall be determined in accordance with the grievance
2 procedure set forth in Article 12 of this Agreement.

3 ARTICLE 26 DISCIPLINARY ACTIONS

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

7 26.1 PERSONAL REPRIMAND

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

9 26.2 WARNING LETTER

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

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

16 26.3 SUSPENSION

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

23 A written notice of suspension will remain in the employee's service record;
24 however, after 18 months, the employee may request of his Department Director
25 that the notice of his 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
28 when the seriousness of the offense or conditions warrant, the Department

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

5 26.5 SPECIFICITY OF CHARGES

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

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

12 26.6 DISPUTE OVER DISCIPLINE OR DISCHARGE

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

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

24 26.7 DISCIPLINE RECORDS

25 Any record of a warning letter and any record of suspension shall remain in the
26 employee's service record for 18 months from the date of issuance. After 18
27 months a letter of warning shall be automatically removed and no further
28 reference to it shall be made thereafter. After 18 months the affected employee

1 may request the Department Director that issued the suspension, (or his agent or
2 successor, if applicable), to remove the notice of suspension from the employee's
3 service record; however, the Department Director is under no obligation to do so.
4 In the event a notice of suspension is removed from an employee's service record,
5 no further reference to it shall be made thereafter.

6 ARTICLE 27 LAYOFF POLICY AND PROCEDURE

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

10 27.1 DEFINITIONS FOR THIS ARTICLE ONLY

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

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

1 job classification series.

2 f. "Job classification series." A job classification series is defined as the normal line
3 of progression from trainee, entry or preparatory levels to supervisory or
4 administrative levels within a job specialty. The minimum qualifications, test of
5 fitness and the duties and responsibilities are similar but different in level. Job
6 classification series also includes all positions which an employee has previously
7 held in the City service.

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

15 27.2 DETERMINATION OF DIVISIONS TO BE AFFECTED BY LAYOFFS

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

19 27.3 DETERMINATION OF JOB CLASSIFICATIONS TO BE AFFECTED BY LAYOFFS

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

23 27.4 NOTICE TO ASSOCIATION

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

28 27.5 NOTICE TO EMPLOYEE(S)

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

3 **27.6 SEQUENCE OF LAYOFF**

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

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

12 **27.7 VACANCIES**

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

16 **27.8 BUMPING**

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

18 STEP 1 A regular employee who has received a layoff notice may replace an employee
19 in the same job classification, in another division within the same department, if the
20 employee has more job classification seniority than the employee to be displaced; or accept
21 the layoff notice.

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

26 STEP 3 If the employee is unable to exercise bumping rights at Step 2, the employee
27 shall only replace the employee with the least amount of seniority in a lower job
28 classification within the same job classification series, first in the same department, second

1 in another department, if the employee has more city seniority than the employee to be
2 displaced; or accept the layoff notice.

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

8 b. 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 c. 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 d. Whenever it is determined that a layoff of employees shall occur, the City agrees to
15 supply current city seniority lists and job classifications series seniority lists to the
16 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 classification,
19 ranking of those employees shall be determined by city seniority. When job classification seniority
20 and city seniority are equal, ranking of those employees shall be determined by drawing lots.

21 27.10 RECALL

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

- 1 b. Notice of recall will be made in writing by certified mail to employee's address of
2 record.
- 3 c. An employee who is sent notice of recall must respond within ten (10) working days
4 of the receipt of the notice of certification for recall.
- 5 d. An employee recalled to his former or equated job classification must report for re-
6 employment on the date established by the Department Director or be considered to
7 have abandoned his recall rights so long as said date is beyond ten (10) working days
8 from the date of receipt of the recall notice.
- 9 e. An employee recalled to a job classification with a lower salary rate than his previous
10 job classification may refuse such position and remain eligible for recall. In the event
11 that an employee accepts such a position, the employee's name will be removed from
12 the re-employment list.
- 13 f. An employee on layoff accrues no additional sick leave or annual leave. When an
14 employee is recalled from layoff and re-employed, he is considered to have
15 continuous service credit for computation of future earned annual leave. Sick leave
16 will be reinstated in an amount equal to that as of the date of the employee's layoff.
- 17 g. Employees on a re-employment list shall retain eligibility for recall for a period of
18 two (2) years from the date their name was placed on the list.
- 19 h. Upon returning to his original job classification, an employee shall retain his accrued
20 time for merit increase if rehired within one (1) year.

21 ARTICLE 28 PAY AND EXPENSES FOR EDUCATION, TRAINING AND LICENSING

22 28.1 PAY AND EXPENSES FOR RELATED TRAINING

23 The City shall pay the full cost of tuition, books, and other reasonable expenses incurred by
24 an employee in connection with any course, workshop, seminar, conference or in-service training
25 session an employee takes at the request of the City and which is related to the employee's
26 professional responsibilities. The employee shall be compensated in accordance with the Fair Labor
27 Standards Act (FLSA). Meals, lodging and transportation shall be reimbursed as provided in Article

28 21.

1 28.2 EDUCATION INCENTIVE

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

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

13 The Department Director shall determine whether the above criteria are met, but education
14 compensation shall not be unreasonably denied.

15 28.3 COST OF REQUIRED LICENSES

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

21 ARTICLE 29 INVOLUNTARY DEMOTION

22 29.1 INVOLUNTARY DEMOTION

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

27 ARTICLE 30 VACANCIES

28 30.1 MINIMUM REQUIREMENTS

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

4 30.2 NOTICE

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

8 ARTICLE 31 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

9 31.1 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

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

13 City shall provide its employees with conditions of employment, consistent with the
14 objectives of this Chapter, and comply with the standards developed under NRS 618.295.

15 ARTICLE 32 (Reserved)

16 ARTICLE 33 CONTINUITY OF SERVICES

17 33.1 STRIKE/LOCKOUT PROHIBITION

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

22 33.2 SUCCESSOR CLAUSE

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

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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.

34.2 CHANGES IN AGREEMENT

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

34.3 SAVINGS CLAUSE

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

34.4 DUPLICATION AND DISTRIBUTION

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

ARTICLE 35 DURATION OF AGREEMENT

35.1 EFFECTIVE PERIOD

Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2012, and shall continue in full force and effect until June 30, 2013.

35.2 RENEWAL AND REOPENING OF AGREEMENT

This Agreement will automatically be renewed and will continue in force and effect for

1 additional periods of one year unless either party gives notice to the other party, in accordance with
2 NRS Chapter 288, of its desire to reopen certain provisions of this Agreement and/or add provisions
3 to this Agreement, and to negotiate over the terms of such provision. In the event a successor
4 agreement is not agreed upon before the termination date of this Agreement, all provisions of this
5 Agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits,
6 and working conditions agreed upon in the successor agreement will be retroactive to the termination
7 date of this Agreement.

8 IN WITNESS WHEREOF, the City and the Association have caused these presents to be
9 duly executed by their authorized representatives on the ____ day of _____, 2012.

10 CARSON CITY

CARSON CITY EMPLOYEES ASSOCIATION

11
12 By _____
Robert L. Crowell, Mayor

By _____
Cindy Gower, President

13
14 ATTEST:

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16 _____
Alan Glover, Clerk/Recorder

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ADDENDUM

This Addendum is executed this ____ day of _____, 2012, 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 _____, 2012, hereinafter referred to as "Agreement."

WHEREAS, the parties duly acknowledge that the Courts are a separate branch of government from Carson City; and that, at this time, 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 City and who work in the Courts and Juvenile Court and Juvenile Probation/Detention, which are under the supervision of the District Court, which positions are duly set forth in Attachment 1.

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 Attachment 1, to include the right to be a member of Carson City Employees Association, and that it is the intent of the Addendum to specifically set forth what rights under the Agreement that will be granted to the non-exempt employees at this time,

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 at this time, except as altered or amended below:

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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 Courts 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 CCEA.

ARTICLE 14 – COMPENSATION

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

ARTICLE 26 – DISCIPLINARY ACTIONS

This provision shall apply to the Courts' non-exempt employees. The District Court Judges recognize NRS 62G.060 as it relates to the demotion and discharge for non-exempt employees assigned to the Juvenile Probation/Detention facilities who are under the supervision of the District Court Judges. The District Court Judges and/or their designee agree to work with the Carson City Human Resources Department and CCEA as deemed appropriate to comply with NRS 62G.060.

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

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

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

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

11 WE, the undersigned, as authorized representatives of the Court and City, do
12 hereby approve this agreement. DATED this ___ day of _____, 2012.

13

14 CARSON CITY

FIRST JUDICIAL DISTRICT COURT

15

16 By: Robert Crowell _____

By: Hon. James T. Russell _____

17

18

19 JUSTICE AND MUNICIPAL COURT

FIRST JUDICIAL DISTRICT COURT

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21 By: Hon. John Tatro _____

By: Hon. James E. Wilson, Jr. _____

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24 JUSTICE AND MUNICIPAL COURT

CARSON CITY EMPLOYEES
ASSOCIATION

25

26 By: Hon. Thomas R. Armstrong _____

By: Cindy Gower, President _____

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1 APPROVED AS TO LEGAL FORM

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By: Neil Rombardo, District Attorney

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Attachment 1 to the Addendum

Titles	Grade
Judicial Clerk 1	22
Judicial Clerk 2	28
Judicial Clerk 3	31
Senior Judicial Clerk	40
Court Interpreter	28
Bailiff	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 1	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
Debt Recovery Technician	26

**FY2012-2013
EFFECTIVE 07/01/2012**

	EMPLOYER PAID				EMPLOYEE/EMPLOYER			
	MINIMUM HOURLY	MAXIMUM HOURLY	APPROX MIINIMUM ANNUAL	APPROX. MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY	APPROX MIINIMUM ANNUAL	APPROX. MAXIMUM ANNUAL
3	9.2067	13.0093	19,149.94	27,059.34	10.4040	14.7012	21,640.32	30,578.50
4	9.4370	13.3343	19,628.96	27,735.34	10.6645	15.0684	22,182.16	31,342.27
5	9.6730	13.6681	20,119.84	28,429.65	10.9313	15.9313	22,737.10	33,137.10
6	9.9149	14.0094	20,622.99	29,139.55	11.2045	15.8315	23,305.36	32,929.52
7	10.1628	14.3597	21,138.62	29,868.18	11.4844	16.2272	23,887.55	33,752.58
8	10.4169	14.7189	21,667.15	30,615.31	11.7717	16.6329	24,485.14	34,596.43
9	10.6773	15.0867	22,208.78	31,380.34	12.0660	17.0490	25,097.28	35,461.92
10	10.9442	15.4639	22,763.94	32,164.91	12.3673	17.4753	25,723.98	36,348.62
11	11.2178	15.8506	23,333.02	32,969.25	12.6768	17.9120	26,367.74	37,256.96
12	11.4982	16.2467	23,916.26	33,793.14	12.9937	18.3595	27,026.90	38,187.76
13	11.7859	16.6530	24,514.67	34,638.24	13.3184	18.8190	27,702.27	39,143.52
14	12.0803	17.0691	25,127.02	35,503.73	13.6515	19.2888	28,395.12	40,120.70
15	12.3823	17.4962	25,755.18	36,392.10	13.9930	19.7716	29,105.44	41,124.93
16	12.6920	17.9333	26,399.36	37,301.26	14.3423	20.2656	29,831.98	42,152.45
17	13.0093	18.3815	27,059.34	38,233.52	14.7012	20.7722	30,578.50	43,206.18
18	13.3343	18.8411	27,735.34	39,189.49	15.0684	21.2913	31,342.27	44,285.90
19	13.6681	19.3123	28,429.65	40,169.58	15.4453	21.8237	32,126.22	45,393.30
20	14.0094	19.7947	29,139.55	41,172.98	15.8315	22.3691	32,929.52	46,527.73
21	14.3597	20.2897	29,868.18	42,202.58	16.2272	22.9284	33,752.58	47,691.07
22	14.7189	20.7974	30,615.31	43,258.59	16.6329	23.5018	34,596.43	48,883.74
23	15.0867	21.3172	31,380.34	44,339.78	17.0490	24.0896	35,461.92	50,106.37
24	15.4639	21.8501	32,164.91	45,448.21	17.4753	24.6915	36,348.62	51,358.32
25	15.8506	22.3963	32,969.25	46,584.30	17.9120	25.3092	37,256.96	52,643.14
26	16.2467	22.9558	33,793.14	47,748.06	18.3595	25.9416	38,187.76	53,958.53
27	16.6530	23.5300	34,638.24	48,942.40	18.8190	26.5903	39,143.52	55,307.82
28	17.0691	24.1182	35,503.73	50,165.86	19.2888	27.2551	40,120.70	56,690.61
29	17.4962	24.7211	36,392.10	51,419.89	19.7716	27.9362	41,124.93	58,107.30
30	17.9333	25.3392	37,301.26	52,705.54	20.2656	28.6352	42,152.45	59,561.22
31	18.3815	25.9727	38,233.52	54,023.22	20.7722	29.3506	43,206.18	61,049.25
32	18.8411	26.6220	39,189.49	55,373.76	21.2913	30.0843	44,285.90	62,575.34
33	19.3123	27.2878	40,169.58	56,758.62	21.8237	30.8362	45,393.30	64,139.30
34	19.7947	27.9697	41,172.98	58,176.98	22.3691	31.6076	46,527.73	65,743.81
35	20.2897	28.6692	42,202.58	59,631.94	22.9284	32.5018	47,691.07	68,071.60
36	20.7974	29.3858	43,258.59	61,122.46	23.5018	33.2075	48,883.74	69,071.60
37	21.3172	30.1205	44,339.78	62,650.64	24.0896	34.0378	50,106.37	70,798.62
38	21.8501	30.8736	45,448.21	64,217.09	24.6915	34.8885	51,358.32	72,568.08
39	22.3963	31.6452	46,584.30	65,822.02	25.3092	35.7608	52,643.14	74,382.46
40	22.9558	32.4365	47,748.06	67,467.92	25.9416	36.6549	53,958.53	76,242.19
41	23.5300	33.2473	48,942.40	69,154.38	26.5903	37.5716	55,307.82	78,148.93
42	24.1182	34.0786	50,165.86	70,883.49	27.2551	38.5106	56,690.61	80,102.05
43	24.7211	34.9310	51,419.89	72,656.48	27.9362	39.4733	58,107.30	82,104.46
44	25.3392	35.8038	52,705.54	74,471.90	28.6352	40.4605	59,561.22	84,157.84

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 Technician	28
Animal Regulation Caretaker	13
Animal Regulation Officer	24
Animal Regulation Technician	18
Animal Services & Regulations Manager	28
Animal Services Volunteer	20
Assistant Engineer	34
Assistant Planner	32
Assistant Project Manager	39
Associate Engineer	38
Associate Planner	36
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
Cement Mason	24
Cemetery Maintenance Worker	22
Chief Deputy Assessor	36
Chief Property Appraiser	36
Civil Engineer Designer 1	35
Civil Engineer Designer 2	39
Collections Coordinator	24
Community Education Coordinator	35
Compliance Officer	20
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
DUI Case Manager	28
Electrical/Signal Supervisor	40
Electrical/Signal Technician 1	28
Electrical/Signal Technician 2	32
Electrical/Signal Technician 3	36
Enforcement/Animal Services Officer 1	24
Enforcement/Animal Services Officer 2	26
Enforcement/Animal Services Supervisor	28
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 Specialist 1	37
Environmental Health Specialist 2	41
Environmental Health Specialist 3	44
Evidence Custodian	23
Fabricator/Mechanic	32
Fleet Services Supervisor	36
Fiscal Grant Analyst	41
Forensic Technician 1	23
Forensic Technician 2	27
GIS Systems Analyst 1	28
GIS Systems Analyst 2	34
GIS Systems Analyst 3	38
Grants Program Coordinator	41
Head Lifeguard	12
Health Communication Administrator	30
Health and Human Services Administrative Assistant	24
Help Desk Technician	24
Help Desk Technician 2	26
HIV/Chronic Disease Prevention Case Manager	25
HIV Services Coordinator	28
Human Resources Coordinator	24
Human Services Case Manager	28
Inmate Welfare Coordinator	22
Judicial Clerk 1	22
Judicial Clerk 2	28
Judicial Clerk 3	31
Judicial Clerk 4	32
Juvenile Cook	24

Juvenile Court Clerk	30
Juvenile Judicial Assistant	30
Juvenile S.A. Training Coordinator	26
Juvenile Secretary 1	25
Juvenile Secretary 2	29
Juvenile Services Technician	35
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	32
Landfill Worker 1	18
Landfill Worker 2	22
Landfill Worker 3	26
Lead Building Maintenance Worker	28
Lead Support Specialist	28
Legal Secretary 1	20
Legal Secretary 2	24
Legal Secretary 3	26
Library Systems & Access Service Specialist	26
Librarian	28
Library Assistant 1	12
Library Assistant 2	16
Library Assistant 3	22
Library Assistant 4	26
Library Maintenance/Shipping Clerk 1	16
Library Maintenance/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
Natural Resource Specialist	32
Office Assistant	16
Office Supervisor	32
Office Support Clerk	12
Office Support Technician 1	14
Office Support Technician 2	18

Office Support Technician 3	22
Park Maintenance Worker 1	18
Park Maintenance Worker 2	22
Park Maintenance Worker 3	24
Park Operations Coordinator	30
Park Ranger	24
Parking Officer Technician	24
Parks & Cemetery Coordinator	34
Parks Operation 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
Property Appraiser 1	26
Property Appraiser 2	30
Property Appraiser Technician 1	18
Property Appraiser Technician 2	22
Public Health Nurse	44
Public Health Planner/MRC Coordinator	36
Public Health Program Specialist	30
Public Safety Communication Operator	28
Public Safety Communication Supervisor	32
Public Works Construction Inspector	33
Public Works Construction Inspector-Senior	37
Public Works Systems Technician	32
Purchasing and Contracts Coordinator	36
Recreation Coordinator 1	23
Recreation Coordinator 2	26
Recreation Coordinator 3	30
Recreation Coordinator Theatre	19
Recreation Specialist-Pool/Community Center	28
Recreation Supervisor Youth/Sports	30
Reprographic/Equipment Operator	28
Reservation Coordinator 1	12
Reservation Coordinator 2	16
Reservation Coordinator 3	20
Senior Business License Clerk	28
Senior Compliance Officer	30
Senior Criminalist	38
Senior Deputy Coroner	31

Senior Engineering Technician & RTC	32
Senior Judicial Clerk	40
Senior Permit Technician	30
Service Mechanic 1	22
Service Mechanic 2	26
Sewer Maintenance Supervisor	40
Sheriff Field Specialist	24
Sheriff Support Specialist	22
Shift Supervisor	36
Skilled Trades Technician 1	26
Skilled Trades Technician 2	30
Sports Fields Coordinator	30
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	36
Street Technician 1	18
Street Technician 2	22
Street Technician 3	24
Street Technician Senior	26
Transportation Planner	42
Transit Coordinator	38
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	32
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
Wastewater Plant Operations Supervisor	42
Water Meter Technician 1	18
Water Meter Technician 2	22
Water Meter Technician 3	24
Water Meter Technician Supervisor	34
Water Production Operator 1	24
Water Production Operator 2	28
Water Production Operator 3	32
Water Production Operator 4	36
Water Production Supervisor	42
Water Distribution Supervisor	40

Water Technician 1	18
Water Technician 2	22
Water Technician 3	24
Water Technician Senior	30
WIC Program Specialist	24
Workforce Case Manager	25
Workforce Specialist	24
Youth Advisor 1	30
Youth Advisor 2	34