



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 7, 2021

Staff Contact: Melanie Bruketta

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed Grant/Special Funding Employee's Benefits Manual ("Benefits Manual") setting forth various employment benefits for employees who occupy positions that are fully or partially funded through grants or other special sources, and whether to authorize the City Manager, in consultation with the Human Resources Director, to make changes to the Benefits Manual when necessary. (Melanie Bruketta, mbruketta@carson.org)

Staff Summary: City employees occupying grant funded or special funded positions currently receive benefits in accordance with the terms of the collective bargaining agreement ("CBA") between the City and the Carson City Employees Association ("CCEA"), including "bumping" rights in the event the funding source for a grant funded or special funded employee is exhausted or eliminated. The City has recently concluded negotiations with CCEA for a new CBA and CCEA has agreed to exclude grant funded and special funded employees from membership in CCEA. Therefore, this Benefits Manual is intended to establish benefits for those employees.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the Benefits Manual and authorize the City Manager, in consultation with the Human Resources Director, to make changes to the Benefits Manual when necessary.

Board's Strategic Goal

Organizational Culture

Previous Action

N/A

Background/Issues & Analysis

Under the existing CCEA CBA, grant funded and special funded positions are recognized by the terms of the CBA and therefore such employees enjoy the same rights and benefits of all other classified employees, including "bumping rights" – the ability to "bump" other employees out of traditionally funded positions in the event the funding source for a grant funded or special funded employee is exhausted or eliminated. Grant funding and special funding is usually limited and cannot always cover the benefits given to general fund and enterprise fund positions. In recognition of this unique circumstance, CCEA agreed that grant funded and special funded positions should be excluded from the CCEA bargaining unit and did not include them in the new

CBA recently negotiated and tentatively agreed upon by the City and CCEA. Consequently, exclusion of those employees means that they will assume at-will employee status. However, to clearly establish the employment benefits grant funded and special funded employees are entitled to, City staff is proposing this Benefits Manual for consideration.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Charter, § 2.330

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? Yes

Explanation of Fiscal Impact: No anticipated fiscal impact, as salaries and benefits will follow the same terms as the CCEA CBA for current employees and it is anticipated that there will be a reduction in salaries and benefits for those employees hired after October 7, 2021.

Alternatives

Do not approve Benefits Manual and/or provide alternate direction to staff.

Attachments:

[Grant-Special Funding Employee's Benefits Manual.pdf](#)

Board Action Taken:

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

(Vote Recorded By)



GRANT/SPECIAL FUNDING EMPLOYEE'S BENEFITS MANUAL

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SECTION 1 APPLICABILITY

This benefits manual applies to all Fair Labor Standards Act (FLSA) non-exempt employees whose positions are funded either fully or partially by grant funds or other special funds. Grant funded and special funded positions are at-will which means employees who occupy a grant funded position may be terminated at any time for any reason, or for no reason.

Neither this manual nor the offer letter or any applicable policies and procedures serve as a contract of employment with Carson City.

For the purposes of the manual, unless context dictates otherwise, the term “employee” or “employees” means FLSA non-exempt grant funded and special fund positions excluding Wildland Fire employees funded by the NV Energy grant and sworn Sheriff’s Office positions. This manual describes the benefits that will be provided to those employees.

Grant funded and special funded employees are responsible for abiding by all City/Department/Elected Office policies, procedures, general orders, or standard operating procedures set forth in the applicable Department/Elected Office policy manual and the City’s Administrative Policies and Procedures Manual located in PolicyTech. Any costs associated with City policies, procedures, general orders, or standard operating procedures will only be provided to grant funded or special fund positions if the grant fund or special fund will cover the costs.

Full-time grant funded and special funded classified employees hired on or before October 7, 2021 will receive the benefits set forth in the Carson City Employees Association (CCEA) labor agreement excluding grievance rights and bumping rights. The benefits set forth in this manual apply to all full-time grant funded and special funded classified employees hired on or after October 7, 2021.

The benefits set forth in this manual can be changed at any time by the City Manager.

SECTION 2 EMPLOYEE WORK SHIFT AND WORKWEEK

2.1 STANDARD WORK SHIFT

The City shall determine the regularly scheduled work shift based upon operational needs and demand for services.

2.2 STANDARD WORKWEEK

The regularly scheduled workweek is generally a set schedule of 40 hours between 12:01 p.m. Friday to 12:00 p.m. the following Friday and may consist of an approved flex schedule set forth in writing and signed by the employee and the appropriate Department Director/Elected Official. The City shall have the right to modify its pay period for employees who are regularly assigned to a “3-12s plus an 8” work schedule, so long as the adjustment is consistent with the FLSA. A “pay period” can be any continuous 168-hour period, and it may be different for employees based on their regular work schedule, and whenever an employee works over 40 hours in such 168-hour period he/she is entitled to be paid overtime for all hours worked over 40 hours. However, the City shall not

adjust the pay period once it has been set simply to avoid the payment of overtime.

2.3 REST PERIOD

- a. Employees shall receive a 15-minute rest period for each four hours worked.
- b. As workload and staffing permit and subject to approval of an employee's supervisor, an employee may accumulate the allotted 15-minute rest periods daily and utilize said rest periods in conjunction with the employee's allotted lunch period. Such utilization must occur during the current shift and may not be utilized on a subsequent shift.

SECTION 3 OVERTIME PAY & CALLBACK PAY

3.1 COMPUTING OVERTIME PAY AND CALLBACK PAY

- a. "Working hours" means the time an employee is required to be on duty, or on the employer's premises, or at a prescribed workplace and time during which he/she is permitted to work.
- b. Annual leave, sick leave, approved holidays, and compensatory time shall be considered hours worked for the purpose of computing overtime.
- c. Employees who work in excess of their assigned work shift shall be paid time and one half (1.5) the employee's regular rate of pay for the excess hours.

- d. Employees who work in excess of 40 hours per week shall be paid time and one half (1.5) the employee's regular rate of pay for the excess hours.

3.2 OVERTIME PAY/CALLBACK PAY

- a. Employees will receive either overtime pay or callback pay in accordance with PERS regulations and policies when working in excess of the employee's assigned shift or work week.
- b. An employee who is required to return to work before or after his/her regular work shift shall receive a minimum of two hours pay at the rate of time and one half (1.5) the employee's regular rate of pay. The pay will either be coded as overtime pay or callback pay depending on the PERS regulations and policies. An employee who has returned home and is out of service and is required to return to work shall receive a minimum of two hours pay at the rate of time and one half (1.5) the employee's regular rate of pay for each successive time the employee is required to return to work up to a maximum of eight times in a 16-hour period or 12 times in a 24-hour period. If an employee is receiving callback pay and the employee receives a successive return to work call prior to returning home and going out of service, the employee shall not receive callback pay for the successive time the employee is required to return to work and shall receive overtime pay at the rate of time and one half (1.5) the employee's regular rate of pay for all hours worked.

- c. When an employee is called at home and the employee performs the required tasks at home or by telephone, the employee shall receive overtime pay or callback pay, whichever is required under PERS regulations and policies, for a minimum of one-half hour or actual hours worked, whichever is greater, at the rate of time and one half (1.5) the employee's regular rate of pay.
- d. An employee who receives overtime pay or callback pay may elect to convert his/her pay to compensatory time at the rate of 1.5 hours for each hour of pay received in accordance with this section.

3.3 COMPENSATORY TIME OFF

- a. In the event an employee works overtime in a particular workweek, the employee may elect, with the approval of his or her supervisor, to take compensatory time off at the rate of time and one half (1.5) in lieu of overtime pay or callback pay.
- b. Employees may accumulate a maximum of 240 hours of compensatory time. In the event an employee's compensatory time balance is in excess of 160 hours, compensatory time off in lieu of overtime or callback pay may only be allowed upon approval of the employee's supervisor.
- c. At the election of the employee, up to but not more than 80 hours of accumulated compensatory time may be paid to the employee on the first

pay day in July and then again on the first pay day in December of each fiscal year, up to a maximum of not more than 160 hours in a fiscal year.

3.4 EMPLOYEES WORKING ON SEVEN-DAY OPERATIONS

- a. Employees working on necessary continuous seven-day operations, whose occupations involve working on Saturdays, Sundays, and holidays, shall be paid overtime pay for work on those days only for time worked in excess of the employee's regular work shift or 40 hours per week, except as provided herein.
- b. If an employee works a holiday, the provisions of Section 7 apply.

SECTION 4 RETIREMENT

If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the regular employee's Retirement Fund in an amount of 1.5% or less, the City will pay one half of the increase up to .75%, and the employee's salary will be reduced by one half of the increase up to .75%, except that the City will increase the employee's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the employee's salary.

If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the regular employee's Retirement Fund in an amount that exceeds 1.5%, the City will pay one-half of the increase and the employee's salary will be reduced by one-half of the increase, except that the City will

increase the Employee's salary .75% on the effective date of the reduction. Any amount over 1.5% will be split equally between Carson City and the employee.

SECTION 5 COMPENSATION

5.1 SALARIES AND COST-OF-LIVING INCREASES

- a. Employees shall be paid in accordance with the compensation range for the applicable occupied position.
- b. Effective January 1, 2022, all employees will receive a 1.0% cost-of-living increase and the bottom and top of each salary grade will be adjusted upward by 1.0%.
- c. Effective July 1, 2022 and each successive July 1st thereafter, all employees will receive a 2.0% cost-of-living increase and the bottom and top of each salary grade will be adjusted upward by 2.0%.

5.2 MERIT INCREASE

- a. A merit increase of not more than 3.0% may be provided if the Department Director/Elected Official determines there is sufficient funding in the grant fund or special fund and the employee receives a "meets expectations" or better performance review rating.

SECTION 6 ADDITIONAL PAY

6.1 RESPONSIBILITY PAY

An employee who is assigned additional responsibilities, whether in the same or a higher classification, for at least one full shift shall be entitled to temporary duty pay in the amount of 5% of the employee's current rate of pay in addition to the regular rate of pay. Such temporary duty pay shall terminate when the assignment is completed or revoked. For purposes of this section, "assigned" shall be interpreted to mean that the employee has been ordered, directed, required, or requested by a supervisor to perform additional responsibilities. It is agreed that an employee must perform all assigned additional responsibilities to be eligible for responsibility pay.

6.2 PAY FOR REQUIRED SPANISH

An employee whose job description does not require the employee to speak Spanish but who is expected by the City to fluently speak, read or write in Spanish in the performance of his or her job at least three times per week shall receive 2.5% of the employee's base salary for time spent in any such assignment. The employee's Department Director/Elected Official has the final authority to determine whether the use of Spanish is expected. The City may require testing to determine whether an employee is fluent in Spanish to be eligible for this benefit.

SECTION 7 HOLIDAYS AND HOLIDAY PAY

7.1 LEGAL HOLIDAYS

The following days shall be observed as legal holidays:

New Year's Day (January 1)

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

President's Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4th)

Labor Day (first Monday in September)

Nevada Day (last Friday in October)

Veterans Day (November 11)

Thanksgiving Day (fourth Thursday in November)

Family Day (day after Thanksgiving Day)

Christmas (December 25)

7.2 OTHER HOLIDAYS DEFINED

In addition to the legal holidays to be observed in Section 7.1, any other legal holiday that may be appointed by the President of the United States, the Governor of Nevada or the Board of Supervisors.

7.3 HOLIDAY FALLING WITHIN VACATION PERIOD

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

7.4 HOLIDAY OBSERVANCE

- a. When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday, and when a designated holiday falls on a Sunday, the Monday after will be observed as the holiday.
- b. Employees who work a four-day workweek shall be granted a day off within the pay period if the holiday does not fall on their regular workday.
- c. For non-standard workweek employees who normally work Saturday and/or Sunday, if the designated holiday falls on a Saturday or Sunday, such day shall be granted as a holiday for purposes of Section 7.6 of this manual. A non-standard workweek employee shall not earn additional holiday time for the Friday or Monday that is observed as the holiday for standard workweek employees.

7.5 COMPUTING HOLIDAY PAY

Holiday pay will be based upon an employee's hourly base rate of pay for the number of hours in his or her regular workday. Such computation will be exclusive of overtime pay.

7.6 PAY FOR WORK ON HOLIDAY

- a. An employee who is required to work on a holiday which falls on the employee's regular day off shall receive two and one half (2.5) times the employee's hourly base rate of pay for all hours actually worked. If an employee only works a partial shift, the remainder of the holiday will be paid at straight time.

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

- b. In lieu of receiving compensation as specified above and subject to approval of the appropriate Department Director/Elected Official, an employee may elect to receive his/her hourly base rate of pay for the hours worked on the holiday and earn compensatory time off at straight time for the hours worked on the holiday.
- c. The City will comply with State laws and PERS regulations and policies regarding making contributions to PERS when an employee works on a holiday.

SECTION 8 ANNUAL LEAVE

8.1 COMPUTATION OF VACATION DAYS

Employees shall earn annual leave for each calendar month or fraction thereof in accordance with the following schedule:

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

8.2 LIMITATION

A maximum of 300 unused vacation hours will be allowed to accumulate from year to year. Earned annual leave in excess of 300 hours must be taken prior to January 1st of each year, or such excess may be forfeited. An employee who has earned annual leave in excess of the maximum specified above and who, through no fault of his/her own, is unable to use such excess annual leave prior to January 1 of the year following the year in which such leave is accumulated, shall be compensated for the amount of annual leave in excess of the maximum.

8.3 ANNUAL LEAVE UPON TERMINATION

Upon termination, the terminated employee will receive a lump sum payment for all accumulated unused annual leave, up to the maximum, at 100% the current

salary unadjusted for retirement. No employee shall be paid for accumulated leave upon termination of his/her service unless employed six months or more.

8.4 EMPLOYEES BECOMING ILL WHILE ON VACATION

An employee who submits satisfactory evidence that, during his/her vacation period, the employee was hospitalized for an illness or injury, or that he/she was sick or injured for at least two consecutive days without hospitalization, shall, at his/her request, be granted sick leave for the period of his/her injury or illness to the extent that he/she is entitled to such leave under the provisions of Section 9 of this manual, and the portion of his/her lost vacation time for which sick leave is granted shall be credited to the employee.

SECTION 9 SICK LEAVE AND OTHER LEAVES OF ABSENCE

9.1 PAID SICK LEAVE

- a. Unused days of sick leave each year will be allowed to accumulate without limit for use purposes.
- b. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom and shall include leave for purposes of adoption as may be required by State and Federal law or regulations.
- c. When absence is due to an employee's personal illness, the employee is not required to inform the City of the nature of such illness. The City may require a physician's statement as to the authenticity of the reasons for

use of sick leave if such sick leave is for more than three consecutive days. If the City has reasonable cause to believe sick leave is being abused, the City may require the employee to submit a physician's statement and, in such event, the appropriate City representative shall state, in writing, the reason for suspecting abuse of sick leave.

- d. For purposes of sick leave, immediate family shall include spouse, significant other, parent, brother, sister, child, stepchild residing with the employee, grandparent or grandchild or corresponding relation by affinity. Family sick leave shall be limited to 80 hours per fiscal year unless an excess amount is approved by the employee's Department Director/Elected Official, or his/her designee. Prior to the approval of any family sick leave, the employee shall contact the employee's Department Director/Elected Official, or his/her designee, orally or in writing within one day of the employee returning to work stating the reason for using family sick leave. For purposes of this provision, "in writing" shall include the use of the Department/Office leave slip.
- e. Employees shall earn sick leave at the rate of six hours per month for the first year.
- f. After one year of continuous employment employees shall earn sick leave at the rate of 10 hours per month.
- g. Employees shall earn up to a maximum of 120 sick hours per year, at full salary, which shall be used for personal illness, personal injury, personal

medical appointments, personal quarantine or personal communicable disease, maternity, paternity, adoption, or illness, injury, or communicable disease in the immediate family.

9.2 COMPENSATION FOR UNUSED SICK LEAVE

Upon death or retirement having a minimum of 400 hours of unused earned sick leave and the below listed years of City service shall be compensated for all hours up to 1080 at the following rates:

| Service Years | Maximum % |
|---------------|-----------|
| 10-14 | 33 1/3% |
| 15-19 | 50% |
| 20-24 | 75% |
| 25 plus | 100% |

9.3 WORKER'S COMPENSATION LEAVE

Absence due to injury incurred in the course of employment and deemed to be compensable by the City's Claim's Administrator, will not be charged against an employee's sick leave for a period not to exceed 60 calendar days from the date of filing a claim pursuant to applicable law. During this time, the City will provide full salary to the employee upon the condition that the employee shall endorse and deliver to the City any worker's compensation benefits received pursuant to NRS Chapters 616 and 617, unless temporary light duty is provided.

- a. Upon the expiration of 60 calendar days after filing a claim, if the employee is still unable to work, earned compensatory time shall be used to supplement workers' compensation benefits in order to receive full salary. Such earned compensatory time shall be charged only to the extent not reimbursed by workers' compensation.
- b. When earned compensatory time has been exhausted, if the employee is still unable to work, earned sick leave shall be used to supplement workers' compensation benefits in order to receive full salary. Such earned sick leave shall be charged only to the extent not reimbursed by workers' compensation.
- c. When earned sick leave has been exhausted, if the employee is still unable to work, earned annual leave shall be used to supplement workers' compensation benefits in order to receive full salary. Such earned annual leave shall be charged only to the extent not reimbursed by workers' compensation.
- d. When earned annual leave has been exhausted, the employee shall receive no additional compensation from the City and shall receive workers' compensation benefits in accordance with its regulations.
- e. An employee who is permanently disabled shall be entitled to use any earned compensatory time, sick leave, and annual leave prior to leaving City employment.

- f. Employee benefits, sick leave and annual leave shall continue to accrue so long as the employee is eligible for full salary and continues to receive worker's compensation and has not been returned to work.

- g. If an employee is injured on the job and as a result can no longer perform the essential functions of his or her job, the City, upon receiving a release from the employee's physician, shall attempt to place the employee in a temporary light duty position. If the employee is provided a temporary light duty position, he/she shall continue to receive his/her regular salary and benefits. Such light duty may be temporary and need not be in an authorized position. An employee who is released by his or her physician to return to the job held at the time of the injury, must return to work at that position. If the employee's physician determines that the employee will be permanently unable to return to his/her original position, the City will make good faith efforts to place the employee in a different, authorized and available position for which the employee is qualified and which the employee is physically able to perform at a standard level. If such a position is not available, the City shall comply with NRS 616C.530, as may be amended, and may terminate the employee as provided by the laws and administrative regulations of the State of Nevada and shall give the employee the right to be rehired if such position becomes available. If the employee does not avail himself/herself of such right and the position is

filled, that right will be deemed to have been waived and he/she cannot displace the person hired.

9.4 CATASTROPHIC LEAVE

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

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

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

2. Establishing the catastrophic leave account.
 - a. The City Manager may establish an account for catastrophic leave for all City employees.
 - b. An employee may request in writing that a specified number of hours of his/her earned 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 by an employee 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 provision does not prevent the employee from receiving leave pursuant to Subsection 4 below.

3. Request for catastrophic leave.

- a. An employee who is himself/herself affected by a catastrophe as defined in Subsection 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 provision 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 job description; and
 - (2) A description of the catastrophe and the expected duration of that catastrophe.
 - c. An employee may not receive any leave from the catastrophic leave until he/she has used all his/her earned 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/her 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/her designee is final and not subject to further review.
5. Review of status of catastrophe; termination of leave; disposition of hours not used.

- a. The City Manager, or his/her designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to further review.
 - b. The City Manager, or his/her designee shall not grant any hours of leave from the catastrophic leave account after:
 - (1) The catastrophe ceases to exist; or
 - (2) The employee who is receiving the leave resigns or the employee's employment with the City is terminated.
 - c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.
6. Maintenance of records on catastrophic leave.
- a. The Human Resources Department shall maintain the records and report to the City Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility, and the cost to carry out this provision.

7. Substantiation of Catastrophic Condition

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

SECTION 10 OTHER LEAVE

10.1 BEREAVEMENT LEAVE

Ten (10) days at full salary will be allowed an employee for each death of a member of the immediate family as referred to in Section 9.1(d) of this manual. Such leave shall be charged to the employee's earned sick leave.

10.2 LEAVE FOR CIVIC DUTIES

Temporary leave at full salary will be provided to each employee for jury duty, court appearances or administrative proceedings arising out of the employee's employment, Selective Service examinations, military reserve training and voting. Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of their employment and which appearances occur outside their regularly scheduled shift shall be paid 1.5 times the employee's base hourly rate of pay for the time spent at such appearances. Juror or witness fees received by the employee shall be returned to the City. Leave may be granted for court appearances or administrative proceedings, not related to employment, in which the employee is a party or a witness.

10.3 LEAVE OF ABSENCE WITHOUT PAY

- a. A leave of absence without pay may be granted to an employee for a period not to exceed 30 working days in any calendar year, upon the approval of the appropriate Department Director/Elected Official.

- b. A leave of absence without pay exceeding 30 working days but not exceeding one year may be granted upon the recommendation of the appropriate Department Director/Elected Official and the approval of the City Manager.

- c. A leave of absence under this section shall not be considered a break in continuous service. After 30 days however, probationary periods and anniversary dates shall be adjusted for the purpose of merit increases. Sick and annual leave will not be earned during leave without pay status. Employees may elect to continue coverage under the City's medical insurance by prepaying required premiums.

- d. Upon return from a leave of absence under this section, an employee shall be entitled to the same position held immediately before commencement of such leave or to a position of comparable responsibility and remuneration in the same grade.

SECTION 11 EQUIPMENT, TOOL AND CLOTHING ALLOWANCE

11.1 PROTECTIVE EQUIPMENT

The City will furnish protective apparel and/or equipment required for every employee to perform his/her job assignment.

11.2 FOUL WEATHER CLOTHING ALLOWANCE

Employees who are required to work outdoors regularly in winter weather shall receive a foul weather clothing allowance in the amount of \$150.00 per year.

Foul weather clothing is defined as: insulated or waterproof coats, hats, rubber boots or shoes, and gloves.

11.3 UNIFORM AND CLOTHING

In addition to any issued protective apparel and/or equipment the City will, at no cost to an employee, supply any required uniform. Replacement of a uniform will be made at no cost to an employee when it is necessary because of normal wear or when damaged in the course and scope of employment. An employee is responsible for the cost of replacing a uniform when it is lost or damaged due to negligent acts of the employee. All uniforms, whether issued by the City, replaced by the City, or replaced by an employee, are property of the City.

11.4 TOOL ALLOWANCE

- a. The City will furnish all hand tools used by employees in their work, except that employees who are required to furnish their own tools of a monetary

value of six hundred (\$600.00) or more, shall receive a tool allowance in the amount of \$50.00 per month, for the use, loss, theft, and breakage, when such tools are used in the performance of duty.

- b. Employees required to supply their own tools via the tool allowance and who store their tools in a locked City facility or locked City vehicle shall be afforded replacement of such tools at the City's expense in the event of a major casualty or loss due to destruction or vandalism unless such loss is the result of the employee's negligence.
- c. All tools furnished by City shall remain its property but will be charged to the employees who shall be responsible for the security of the tools assigned to them.

SECTION 12 TRAVEL ALLOWANCE

The City will follow the established City Travel Policy, but in all cases will either meet or exceed the requirements of Federal guidelines. The City will provide employees with a reasonable per diem cash advance prior to the commencement of such travel. All legitimate and reasonable business expenses that exceed the per diem cash advance, which are documented by receipt, shall be reimbursed by the City. Such per diem cash advance shall be credited to payment of the above expenses and shall not be deemed an addition thereto.

SECTION 13 PERSONAL VEHICLE ALLOWANCE

Employees who are required to use their personal vehicles for City business shall receive the IRS mileage rate.

SECTION 14 INSURANCE BENEFITS

14.1 HEALTH INSURANCE

Employees, except those excluded from enrollment by the terms and conditions of the City's insurance contract, may enroll in the City's group health insurance plan, which includes dental, life and vision, and shall be covered after a waiting period in accordance with the plan policy. The City will pay 100% of an employee's premium for group health insurance coverage and 65% of the dependents' group health insurance coverage for the cost of the plan selected by the employee except that the City will only pay 50% of dependent coverage if the employee elects coverage under the high deductible plan. If the City only offers a high deductible plan to its employees, then the employees covered under this agreement will receive a subsidy of 65% toward the covered dependent's group health insurance premiums under that plan.

14.2 HEALTH INSURANCE- LEAVE WITHOUT PAY

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

agrees that any changes in medical insurance benefits will be made in accordance with Nevada law.

14.3 LIFE INSURANCE

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

14.4 AMBULANCE INSURANCE

The City shall enroll each employee covered under the City's group health insurance plan in the program of ambulance insurance on the terms offered by the Carson City Fire Department. This benefit shall exist only so long as the Fire Department offers the program. The terms and conditions under which the benefit is provided are established at the sole discretion of the Fire Department and are not part of this manual and not negotiable between the City and the employee.

SECTION 15 PAY AND EXPENSES FOR EDUCATION, TRAINING AND LICENSING

If grant funding or special funding allows, employees may receive the following benefits:

15.1 PAY AND EXPENSES FOR RELATED TRAINING

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

City and which is related to the employee's professional responsibilities. The employee shall be compensated in accordance with the FLSA. Meals, lodging and transportation shall be reimbursed as provided in Section 12 of this manual.

15.2 EDUCATION INCENTIVE

An employee who has an associate degree shall receive an annual payment of \$250, and an employee who has a bachelor's degree shall receive an annual payment of \$500, payable on the first pay period following July 1, if the following conditions are met:

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

The appropriate Department Director/Elected Official shall determine whether the above criteria are met, but education compensation shall not be unreasonably denied.

15.3 COST OF REQUIRED LICENSES

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

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