



## STAFF REPORT

**Report To:** Board of Supervisors      **Meeting Date:** August 18, 2022

**Staff Contact:** Nancy Paulson, City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed memorandum of understanding ("MOU") between Carson City and the Fraternal Order of Police, Lodge No. 1 ("FOP"), representing the Carson City Department of Alternative Sentencing ("DAS") officers, to clarify that the terms of Article 6(A) of the current Collective Bargaining Agreement ("CBA") between the City and FOP were intended to provide a 2.0% cost of living adjustment to existing DAS officers as of July 1, 2022. (Nancy Paulson, npaulson@carson.org)

Staff Summary: On June 16, 2022, the Board of Supervisors approved the current CBA between the City and FOP. The terms of the CBA were intended to include a 2.0% cost of living adjustment ("COLA") for existing DAS officers as of July 1, 2022, which was inadvertently omitted. This MOU clarifies the intent of the parties. There is no fiscal impact to the City; the date was correctly calculated in the fiscal analysis provided with the CBA on June 16, 2022.

**Agenda Action:** Formal Action / Motion      **Time Requested:** Consent

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### Proposed Motion

I move to approve the MOU.

### Board's Strategic Goal

Organizational Culture

### Previous Action

June 16, 2022: The Board of Supervisors approved the CBA by a vote of 5 – 0.

### Background/Issues & Analysis

Carson City and the FOP engaged in extensive labor negotiations for a CBA culminating in the Board of Supervisors' approval of the CBA on June 16, 2022. Article 6(A) of the CBA stated in part: "The pay range for a DAS Officer is \$55,539.29 to \$78,101.81. Effective July 1, 2023 and on July 1 of each year thereafter through and including July 1, 2026, all Employees will receive a 2.0% cost-of-living increase and the bottom and top of the pay range will be adjusted upwards by 2.0%."

This section inadvertently combined the COLA for existing DAS officers with the pay range adjustment. The pay range of \$55,539.29 to \$78,101.81 was specifically negotiated for fiscal year ("FY") 2023, and was not intended to begin to be adjusted upwards with a 2.0% COLA until July 1, 2023. The COLA for an existing DAS officer's salary was a part of the change in merit/pay increases and was intended to begin on July 1, 2022. Under the prior compensation schedule, a DAS officer was given a 3.0% merit increase for performance that "meets expectations," 4.5% merit increase for performance that "exceeds expectations" and 5.5% merit increase for performance that was "outstanding." Under the new compensation schedule, a DAS officer

receives a 2.0% COLA and a 3.0% merit increase for a "meets expectations" or higher on an annual performance appraisal. The 2.0% COLA is part of the new merit/pay increase compensation schedule and was inadvertently omitted for FY 2023. The fiscal analysis provided to the Board of Supervisors correctly calculated the 2.0% COLA applying on July 1, 2022; there is no change in the fiscal impact to the City.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 288

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:**

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:**

**Alternatives**

Do not approve the MOU and/or provide alternative direction to staff.

**Attachments:**

[22.08.04 MOU v2.docx](#)

[CBA Article 6.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), is made by and between Carson City, Nevada, a Consolidated Municipality (“City”), and the Fraternal Order of Police, Las Vegas Lodge #1 (“FOP”). City and FOP may be individually referred to as “Party” and collectively referred to as “Parties.”

### RECITALS:

WHEREAS, City and FOP have entered into a collective bargaining agreement, effective July 1, 2022 and approved by the Carson City Board of Supervisors on June 16, 2022, governing officers in the Carson City Department of Alternative Sentencing (“DAS CBA”); and

WHEREAS, Article 6(A) of the DAS CBA inadvertently omitted a 2.0% cost of living adjustment for current employees for fiscal year (“FY”) 2023, which began on July 1, 2022;

NOW, THEREFORE, the Parties agree as follows:

1. **Article 6(A) of the DAS CBA.**

Article 6(A) of the DAS CBA is restated to state:

(A) **PAY RATES:**

The pay range for a DAS Officer is \$55,539.29 to \$78,101.81. Beginning July 1, 2022 and on July 1 of each year thereafter through and including July 1, 2026, all Employees will receive a 2.0% cost-of-living increase. Beginning July 1, 2023 and on July 1 of each year thereafter through and including July 1, 2026, the bottom and top of the pay range will be adjusted upwards by 2.0%.

2. **No Other Changes.** No other provisions of the DAS CBA are affected by this MOU.

3. **Effective Date.** This MOU becomes effective on the date of the last authorized signature when signed by all Parties.

4. **Entire Agreement.** This MOU constitutes the entire agreement of the Parties and is the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

5. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank; signature blocks follow on the next page.)*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

**Fraternal Order of Police, Las Vegas Lodge #1:**

\_\_\_\_\_  
David Moody, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cody Peek, Lead Negotiator

\_\_\_\_\_  
Date

**Carson City:**

\_\_\_\_\_  
Lori Bagwell, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Aubrey Rowlett, Clerk-Recorder

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Deputy District Attorney

\_\_\_\_\_  
Date

**Article 6. PAY RATES**

**(A) PAY RATES:**

The pay range for a DAS Officer is \$55,539.29 to \$78,101.81. Effective July 1, 2023 and on July 1 of each year thereafter through and including July 1, 2026, all Employees will receive a 2.0% cost-of-living increase and the bottom and top of the pay range will be adjusted upwards by 2.0%.

**(B) MERIT INCREASE**

An Employee who has not reached the top of the pay range is eligible for a merit increase on July 1 of each year and every year, except that an Employee must have been employed by the DAS for not less than one (1) entire fiscal year before reaching eligibility. If an Employee has not reached eligibility by July 1 of his or her first year of employment, the Employee is not eligible until July 1 of the next fiscal year. Beginning on July 1, 2022, and upon each successive annual performance evaluation, on the recommendation of the DAS Chief, an eligible Employee who receives a performance evaluation of “Meets Expectations” or better will receive an annual merit increase of 3%. An employee who receives a rating of “below expectations” will not receive an annual merit increase for that evaluation period. The performance evaluation must be filed with the Human Resources Department by the date established by the Department in order to process the merit increase, if any, by July 1. A copy of the annual written performance evaluation will be placed in the Employee’s personnel file in the City’s Human Resources Department. The performance evaluation may be used when considering any employment action.

**(C) MERIT INCREASES NOT GRANTED**

An Employee who disagrees with the substance of a performance evaluation that is prepared in accordance with this Article may request a meeting with the DAS Chief to communicate his or her disagreement and request a review and modification of the performance evaluation. The decision to amend, modify or alter in any way an Employee performance evaluation is at the sole discretion of the DAS Chief as a managerial right. A meeting that is requested under this provision must be held as soon as reasonably practicable.