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Collective Bargaining Agreement (Between Carson City and the CCDDAA)

Title of Document (required)

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DOES contain personal information as required by law: (check applicable)

____ Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

____ Judgment – NRS 17.150(4)

____ Military Discharge- NRS 419.020(2)

Signature

Printed Name

COLLECTIVE BARGAINING AGREEMENT

between

CARSON CITY

and the

CARSON CITY DEPUTY DISTRICT ATTORNEYS ASSOCIATION

(Effective July 1, 2023 and expiring June 30, 2026)

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ARTICLE 1. PREAMBLE

- A. This collective bargaining agreement (“Agreement”) is entered into by and between Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada (“City” or “Employer”) and the Carson City Deputy District Attorney Association (“Association”), on behalf of Carson City Deputy District Attorneys, Senior Deputy District Attorneys and Supervising Deputy District Attorneys in the Criminal and Juvenile Divisions of the Carson City District Attorney’s Office (referred to individually as “Employee” and collectively as “Employees”). The City and the Association may herein be referred to individually as “Party” and collectively as “Parties.”
- B. It is recognized by the City and the Association that the City is charged with the duty and responsibility of providing services to the general public and that there is an obligation on each Party for the continuous rendition and availability of such service.
- C. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the Parties hereto, and to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise.
- D. All Employees shall: (1) perform loyal and efficient work and services; (2) use their influence and best efforts to protect the properties of the City and their service to the public; and (3) cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.
- E. The full agreement between the Parties is set forth herein with the exception of certain matters covered by applicable state or federal law and regulations thereof.

ARTICLE 2. RECOGNITION

- A. The Association is recognized as the sole and exclusive bargaining representative for Employees.
- B. The term “Employees” herein includes the following job titles which will also be referred to as “Classification.”
 - 1. Deputy District Attorney (Criminal and Juvenile Divisions)
 - 2. Senior Deputy District Attorney (Criminal and Juvenile Divisions)
 - 3. Supervising Deputy District Attorney (Criminal and Juvenile Divisions)
- C. Classifications excluded from the unit include Executive, Grant or Confidential Employees, and all appointed personnel as provided for by state or local law. Classifications excluded from the unit also include Assistant District Attorneys,

Chief Deputy District Attorneys, Deputy District Attorneys assigned to the Civil Division, Senior Deputy District Attorneys assigned to the Civil Division and Supervising Deputy District Attorneys assigned to the Civil Division.

ARTICLE 3. NO STRIKES AND LOCKOUTS

- A. The Association shall not promote, sponsor or engage in, against the City, any strike slowdown, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact or any other intentional interruption of the City, regardless of the reason for so doing, and shall also use reasonable efforts to induce all Employees covered by this Agreement to comply with this pledge.
- B. The City shall not lock out any Employees as the result of a labor dispute with the Association.

ARTICLE 4. RIGHTS OF MANAGEMENT

In accordance with NRS Chapter 288, which covers relations between governments and public Employees in Nevada, and pursuant to NRS 288.150(3), the Employer is entitled without negotiation or reference to any agreement resulting from negotiation:

- A. The right to hire, direct, assign or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.
- B. The right to reduce in force or lay off any Employee because of a lack of work or lack of money.
- C. The right to determine:
 - 1. Appropriate staffing levels and work performance standards, except for safety considerations;
 - 2. The content of the workday, including without limitation, workload factors, except for safety considerations;
 - 3. The quality and quantity of services to be offered to the public; and
 - 4. The means and methods of offering those services.
- D. Authority in regard to safety of the public.

ARTICLE 5. ASSOCIATION RIGHTS

- A. Employees have all rights afforded to local governmental employees under NRS Chapter 288, including but not limited to the right to: (a) form, organize, join or refrain from joining the Association; (b) be free from discrimination based on membership or non-membership in the Association; (c) engage in collective bargaining in good faith on mandatory subjects of bargaining upon providing timely written notice; and (d) request reasonable information which is in the exclusive control of the City concerning any subject matter included in the scope of mandatory bargaining which the Association deems necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The City shall furnish the information requested without unreasonable delay.
- B. At least annually, the Association shall designate not more than three Employee representatives of the Association in accordance with its Bylaws in writing, to be provided to the District Attorney and City Manager not later than July 31 of each year. Additionally, if a substitution, change or alteration of representatives is made during the year, the Association must provide to the District Attorney and City Manager in writing an updated list of representatives not later than 10 business days following the change.
- C. Designated Employee representatives of the Association may conduct Association business on City property if such work occurs outside of the representatives' regular working hours or does not otherwise interfere with or disrupt the normal business of the Office. The Association may use City buildings for its meetings if such use does not interfere with or disrupt the City's operations. The appropriate department head who has control over the desired building must be contacted and the use of the facilities must be requested at least 48 hours in advance by the Association. Unless the facility is in use or otherwise unavailable, the department head must not unreasonably withhold use of a meeting room.
- D. Designated Employee representatives may make and receive telephone calls and email messages about Association business during business hours only if such activity does not interfere with or disrupt the normal business of the Office.
- E. The Association may receive official mail at the Office's address and use the Office's address as its mailing address when conducting official business.
- F. Representatives and Association members may use their assigned Carson City email addresses to communicate business matters regarding the Association. The Association recognizes that any use of these email addresses is subject to City policy regarding electronics usage and may not be private.

- G. Except as otherwise required by state or local law or by regulation, whenever an Employee is on duty, he or she shall not engage in or be coerced to engage in any prohibited political activity.
- H. Up to three Employee representatives of the Association who are designated by the Association as members of the negotiating team may attend negotiation meetings with the City on duty time with pay if the negotiation meeting occurs during the Employee representative’s regular work hours. Reasonable efforts must be made by the District Attorney to ensure that negotiations can occur within regular working hours. Required staffing levels during regular work hours must be determined at the sole discretion of the District Attorney.
- I. Employees may engage in Association business and activities during normal business hours so long as such business and activities do not adversely impact, disrupt or otherwise interfere with their assigned duties or the operation of the Office, as determined by the District Attorney. The District Attorney maintains at all times the right to determine required staffing levels or the rescheduling of Association business or activities to ensure the efficient and appropriate provision of services by the Office.

ARTICLE 6. PAY RATES

- A. Effective July 1, 2023, all Employees will receive a 10% salary increase, and an additional 5% salary increase effective July 1, 2024 (in addition to the COLA and Merit provisions listed below). Below are the pay scales effective July 1, 2023, to be adjusted according to the provisions below:

Job Class #	Job Title	Grade/Step	Min Hourly	Max Hourly	Min Annual	Max Annual
00715	Deputy District Attorney	L210	\$39.5500	\$ 55.5011	\$82,264.10	\$ \$115,442.25
00715	Deputy District Attorney-Juvenile	L210	\$39.5500	\$ 55.5011	\$82,264.10	\$115,442.25
00717	Senior Deputy District Attorney	L220	\$47.7567	\$ 65.4266	\$99,333.91	\$136,087.35
00718	Supervising Deputy District Attorney	L230	\$55.1589	\$ 77.2227	\$114,730.54	\$160,623.15

- B. All Employees will receive a yearly Cost of Living Adjustment of 2% to each

Employee's base rate of pay on July 1 of each calendar year. The Cost of Living Adjustment will increase the top and bottom of each pay scale by 2% yearly.

- C. Any Employee who is hired before December 31 of any fiscal year is eligible for consideration of a merit-based pay increase beginning on July 1 of the next fiscal year. Employees who receive a performance evaluation of "meets expectations" or better will receive a 3% increase in pay to their base rates of pay.
- D. Upon promotion from Deputy District Attorney to Senior Deputy District Attorney or Senior Deputy District Attorney to Supervising Deputy District Attorney, an Employee is entitled to receive a salary in the bottom third of the next pay band, but will receive not less than a 10% raise above the Employee's current salary.

ARTICLE 7. SPECIAL SALARY ADJUSTMENTS

- A. When a qualified Employee is assigned to a higher rank for a period of 90 days or more, the Employee will receive an additional 10% of his or her base wage for the higher rank being filled.
- B. Employees are eligible to receive Equity Adjustments in accordance with City policy in effect at the time of the request.

ARTICLE 8. ANNUAL PERFORMANCE EVALUATIONS

- A. Each Employee will receive an annual written performance evaluation between May 15 and June 30 of each year. A copy of this annual written performance evaluation must be placed in the Employee's personnel file in the Carson City Department of Human Resources. The contents of the evaluation may be used when considering any employment action. Evaluations are subject to a rebuttal statement and are not subject to the grievance process. At the request of an Employee, or the Association President with the written agreement of the Employee, the City must provide a reasonable opportunity to review the contents of an Employee's personnel file.
- B. The City agrees that Employee evaluations should remain confidential. The City agrees to use due diligence to ensure the confidentiality of Employee records to the extent allowed by law.
- C. As set forth in Article 4 of this Agreement, the Employer's established work performance standards, except for Employee safety considerations, and the content of the work performance standards are reserved to the Employer and not subject to the grievance provisions of this Agreement.

ARTICLE 9. WORK HOURS

- A. Individuals covered by this Agreement are professional, salaried Employees and are exempt from the overtime provisions of the Fair Labor Standards Act. If an Employee works for any amount of time on a regularly scheduled workday, it shall be considered a day worked upon approval of the District Attorney, in his or her discretion, and if so approved, the Employee will not be required to use annual, sick, management or administrative leave for any absence on that day and the Employee's salary will not be adjusted.
- B. Employees agree that adequate staffing levels and in-person availability must be maintained as a critical component of providing efficient, timely and necessary service to the community. Employees agree that in general, physical presence in the Office during regular business hours is often necessary to achieving effective prosecutions. Employees agree to maintain physical presence in the Office at the direction of the District Attorney to effectively maintain the standard of services provided to the public. The District Attorney maintains discretion in directing Employee schedules to ensure adequate staffing levels. Additionally, Employees may be required to attend court proceedings or perform other job duties outside of regular business hours at the direction of the District Attorney or his or her designee.
- C. An Employee shall, before joining any organization, including, without limitation, a governmental board, commission or committee, obtain approval from the District Attorney if membership in the organization results in or may result in a scheduling conflict with the ordinary working hours of the Employee or is otherwise inconsistent or incompatible with the purpose and objectives of the Office. Nothing in this Article shall be construed to alter or impair the rights of an Employee afforded under the United States or Nevada Constitutions or state and federal laws and regulations adopted thereto.

ARTICLE 10. HOLIDAYS

- A. The following are paid holidays for the Employees:

New Year's Day,
 Martin Luther King Day,
 President's Day,
 Memorial Day,
 Juneteenth (if passed and signed by the Governor)
 Independence Day,
 Labor Day,
 Nevada Day,
 Veteran's Day,
 Thanksgiving Day,

Family Day,
 Christmas, or
 any other day that may be selected by the President of the United States,
 Governor of Nevada, or Board of Supervisors for public fast, thanksgiving or
 holiday. When a designated holiday falls on Saturday or Sunday, the Friday before
 or the Monday after, respectively, shall be granted as a holiday.

- B. If a holiday occurs during an Employee’s leave, the absence must not be charged as leave.

ARTICLE 11. ANNUAL LEAVE

- A. All Employees are entitled to the following annual leave benefits based upon years of service as follows:

Time in Service	Accrual Rate
0-59 Months	10 Hours per Month
60 Months or More	14 hours per Month

- B. Employees may carry forward up to 300 hours of annual leave per year. Leave in excess of 300 hours must be used by January 1 or is otherwise forfeited.
- C. Any Employee who resigns or retires is entitled to be paid out for any accrued annual leave in a lump sum.
- D. The use of leave will be determined by an Employee’s supervisor in accordance with a written office policy.
- E. If an Employee is in paid status, he or she will earn annual leave during the time he or she is on such leave. If the Employee is on leave without pay, he or she will not earn annual leave during the time he or she is on such leave, unless otherwise allowed in City policy.

ARTICLE 12. MANAGEMENT LEAVE

Employees will receive 80 hours of management leave on July 1 of each year. Employees hired within the fiscal year will receive leave prorated based on a proportional amount of the fiscal year left at the time of hiring.

ARTICLE 13. SICK LEAVE

- A. Annual Sick Leave will accrue in the amount of 10 hours of sick leave each month, with unlimited accrual. Leave may be taken as it is accrued.
- B. Upon separation, Employees who have a minimum of 400 hours of earned sick leave must be compensated for all hours, up to a maximum of 1080 hours, at the

following rates:

Aggregate Years of Service	Percentage
10-14 years	33 1/3%
15-19 years	50%
20-24 years	75%
25 years or more	100%

- C. An Employee is entitled to use accrued sick leave only under the following circumstances:
1. The Employee is incapacitated and is unable to perform one or more of the duties of his or her position due to sickness, injury, pregnancy or childbirth;
 2. The Employee is quarantined;
 3. The Employee is receiving medical or dental services or examinations;
 4. Upon illness of the Employee's immediate family where such illness requires the Employee's attendance;
 5. The Employee's immediate family member is receiving medical or dental services or examinations which requires the Employee's presence;
 6. During the first 3 months of a newborn infant's life, upon incapacitation of the family member who is providing primary care;
 7. Upon the death of the Employee's immediate family, not to exceed 10 days for bereavement.
- D. For absences of more than 3 days or in cases of apparent abuse, the District Attorney or his or her designee may require an Employee to submit substantiating evidence, including, without limitation, medical documentation, that one of the above circumstances exists.
- E. The District Attorney, at his or her sole discretion, may allow an Employee to use accrued annual or management leave in lieu of sick leave if the Employee does not have sufficient sick leave accrued.
- F. Nothing in this Agreement shall be construed to limit or reduce the rights of Employees to take leave under the Family Medical Leave Act (FMLA), including, without limitation, any right to maternity or paternity leave, or leave for the adoption of a child. An Employee may elect to use accrued sick leave in lieu of being placed on FMLA leave and the use of sick leave as the result of a qualifying FMLA event, as evidenced by medical documentation, must not affect any right of employment.

- G. If an Employee is on paid status, he or she will earn sick leave during such period. If an Employee is on leave without pay, he or she will not earn sick leave during that period unless a greater benefit is provided to unclassified employees pursuant to a City policy.
- H. Sick leave that is taken during a biweekly pay period must be charged against and deducted from an Employee's accrued sick leave before sick leave earned during the same pay period is credited to the Employee. Approval of sick leave that is requested reasonably in advance of an anticipated circumstance, including, without limitation, a medical or dental service appointment, must not be unreasonably withheld.
- I. For the purpose of this Article, "immediate family" means an Employee's spouse, parents, domestic partner, children (including step, foster or adoptive), sibling(s), grandparents and corresponding relation by affinity.

ARTICLE 14. LEGAL CONSULTATION STIPEND

- A. Legal consultation time is defined as any period during which an Employee has completed his or her normal workday or work week and is required to be immediately available by phone or in person to: (1) respond to crime scenes to advise and observe law enforcement agencies or their personnel; (2) provide legal consultation to law enforcement agencies or their personnel, or the Division of Child and Family Services or their personnel; or (3) assist in the preparation and application of warrants for search or seizure.
- B. Employees who are assigned to the Criminal Division while on legal consultation duty will be compensated, in addition to their regular salaries, at the rate of eight hundred dollars (\$800) per week.
- C. Employees who are assigned to the Juvenile Division while on legal consultation duty will be compensated, in addition to their regular salaries, at the rate of three hundred dollars (\$300) per week.

ARTICLE 15. MOBILE DEVICE STIPEND

- A. It is recognized that Employees covered by this Agreement are required to use a smartphone to perform their job functions. The City, at its discretion, may provide smartphones for the Employees to use as part of their job duties and pay all costs associated with the acquisition, maintenance and monthly service fees for those devices.
- B. Alternatively, if the City does not provide smartphones for the Employees to use to perform their job functions, the City shall pay an allowance of \$80 per month to each Employee for mobile device expenses. Payment in full must be made each

month during the period of eligibility.

- C. The Parties recognize that, except as specifically stated herein, the applicable provisions of the City Mobile Device Allowance Policy or its successor policy, apply to the acquisition, use and maintenance of smartphone devices issued in lieu of an allowance under this Article.

ARTICLE 16. PROFESSIONAL ORGANIZATION, PROFESSIONAL DEVELOPMENT, AND DUES

- A. The City recognizes and acknowledges that it is necessary for every Employee, to practice law in the State of Nevada, to maintain his or her standing in the Nevada Bar Association and to obtain, on an annual basis, Continuing Legal Education credits. The City shall pay for each Employee's membership in the Nevada Bar Association, the Public Lawyers Section of the Nevada Bar Association and the First Judicial District Bar Association.
- B. The City acknowledges that each Employee must complete Continuing Legal Education credits with the State Bar of Nevada to maintain licensure. As such, the City agrees to allocate as a component of the District Attorney's annual budget a total of \$400 per Employee in each fiscal year for the use towards gaining these credits. These allocated amounts may be used at the discretion of the District Attorney for tuition, travel, lodging, per diem or other expenses associated with gaining the credits. The Parties understand and agree that the use of the allocated amounts is at the sole discretion of the District Attorney and that trainings will be allocated based on need, time in the office, availability, applicability to Employee duties and scheduling. An Employee may choose a course for Continuing Legal Education, subject to these limitations, and request approval for the course of his or her choosing from the District Attorney or his or her designee. Approval for the use of funds must not be withheld absent good cause. Any remaining portion of allocated amounts unused in a fiscal year does not roll over to the subsequent fiscal year. This Article does not prohibit the District Attorney from approving, in his or her sole discretion, a request by an Employee for reimbursement above \$400 for a particular Employee.

ARTICLE 17. AT-WILL EMPLOYMENT

- A. Employees are at-will and may be terminated with or without cause except as prohibited by law. Accordingly, any decision by the District Attorney to discipline or discharge an Employee is not subject to appeal under the terms of this Agreement.
- B. The Parties recognize that Employees are attorneys who are required to be licensed or provisionally licensed by the State Bar of Nevada and are bound by the Nevada Rules of Professional Conduct (NRPC). The Parties recognize that

Employees are required to report violations of the Nevada Rules of Professional Conduct and the Code of Judicial Conduct.

- C. The Parties also recognize that Rule 3.8 of the NRPC imposes special responsibilities on Employees who act as prosecutors in a criminal case, the violation of which harms the public as a whole.

ARTICLE 18. GRIEVANCE PROCEDURES

- A. **Grievance Definition.** A grievance is defined as a dispute regarding the interpretation or application of the provision(s) of this Agreement. The grievance procedure is the exclusive remedy for claims that the Agreement has been violated. An aggrieved Employee may personally, or with the assistance of the Association, seek relief through this grievance procedure. Employees will be safe from restraint, interference, discrimination or reprisal in the grievance process. This grievance procedure does not preclude and, in fact, encourages the Employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both Parties that grievances be settled and remedied at the lowest possible step and that all procedures set forth herein must be complied with as expeditiously as possible.
- B. **Grievance Procedure:** Grievances and appeals must be filed within the time limits specified below. However, the Parties may mutually agree in writing to extend the time limits. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance is not filed by the Employee or the Association within the time limits, the grievance shall be considered abandoned.

Step 1: The Parties acknowledge that it is usually most desirable for an Employee and immediate supervisor to resolve problems through informal communications. Accordingly, a grievance must be filed by an aggrieved Employee or the Association in writing and submitted to the Employee's immediate supervisor not later than 10 working days after the date of the occurrence which gave rise to the grievance or when the Employee or Association should have reasonably become aware of the occurrence. The written grievance must set forth the specific Agreement provisions alleged to have been violated and include the proposed remedy. Not later than 5 working days after the date on which the written grievance is received, the immediate supervisor must meet with the Employee or the Association to discuss the grievance. If the grievance is not resolved, the immediate supervisor must provide a written decision to the Employee and the Association not later than 5 working days after the date of the meeting.

Step 2: If the aggrieved Employee or the Association does not accept the decision issued at Step 1, the aggrieved Employee or the Association may

proceed to Step 2 of the grievance procedure by submitting an appeal of the Step 1 decision in writing. The appeal must be provided to the District Attorney not later than 10 working days after the date on which the written decision at Step 1 is issued, or the grievance shall be deemed abandoned. The District Attorney or his or her designee shall schedule a meeting with the aggrieved Employee or Association not later than 5 working days after the date on which the appeal is received. Not later than 10 working days after the date on which the meeting with the District Attorney or his or her designee occurs, a written decision concerning the appeal must be delivered to the aggrieved Employee or the Association.

ARTICLE 19. MEDIATION AND ARBITRATION

- A. If a grievance is not resolved through Article 18, upon mutual agreement by the Association President and the District Attorney, the Parties may voluntarily agree to participate in mediation to attempt to resolve the grievance. A written request for mediation must be signed by the District Attorney or his or her designee and the aggrieved Employee or the Association President. The Parties shall schedule mediation within 30 days of the written request with the Federal Mediation and Conciliation Service. The option of mediation does not otherwise change the rights of either Party to submit the matter directly to arbitration.
- B. If a grievance is not resolved through Article 18, the aggrieved Employee or Association President may request arbitration by submitting a written request to the District Attorney or his or her designee within 10 working days from the date the decision at Step 2 of the grievance process is issued or the date the mediation concluded without resolution, whichever is later. As soon as practicable thereafter or as otherwise agreed to by the Parties, an arbitrator shall hear the grievance. In the event the Parties cannot agree on the selection of an arbitrator within 10 working days from the receipt of the request for arbitration, the Parties must request a list from the American Arbitration Association (AAA). The American Arbitration Association will provide a list of 5 arbitrators from which a selection must be made by alternately striking one name from the list until only one name remains. The selection must be accomplished by the Association striking first, and the City next, each striking one name from the list in turn until only one name remains.
- C. The Parties shall furnish copies of all evidence, documents, reports, photographs and written statements, and identify all witnesses relied upon to support their respective positions at the arbitration not later than 5 working days prior to the arbitration hearing. An arbitrator shall not consider any evidence or witness testimony from a Party who failed to disclose such evidence or witness list.
- D. The arbitrator shall conduct the grievance proceeding in accordance with the Uniform Arbitration Act of 2000, codified as NRS 38.206 to 38.248, inclusive, as may

be amended. The decision of the arbitrator must be rendered as expeditiously as possible and is final and binding upon both Parties.

- E. Any decision rendered must be within the scope of the Agreement and must not modify, amend, alter, add to or subtract from any of the terms of this Agreement. The arbitrator shall confine himself or herself to the precise issue(s) submitted for arbitration and does not have authority to determine other issues not so submitted. The arbitrator is without power to issue an award inconsistent with the governing statutes or ordinances of the City. The arbitrator, in the absence of an expressed written agreement of the Parties to this Agreement, does not have authority to rule on any dispute between the Parties which is not within the definition of a grievance set forth in this Article. The arbitrator's decision and award must be based solely on his or her interpretation of the application of the express terms of this Agreement. Any and all settlements or awards issued by the arbitrator must be limited in retroactivity to the date of the alleged precipitating event or date of the filing of the grievance as decided by the arbitrator.
- F. Only one grievance may be decided by the arbitrator at any hearing unless mutually agreed upon by both Parties.
- G. Each Party is responsible for compensating its own witnesses and representatives. The losing Party shall pay the arbitrator's fees.
- H. The time limits set forth above may be extended by mutual written agreement of the Parties.
- I. The grievance procedures provided for herein constitute the sole and exclusive method of resolving all complaints or disputes arising from this Agreement which the Association or Employees may have, and which relate to or concern the Employees and the City. Nothing in this Agreement prevents the Parties from mutually agreeing to resolve any grievance.

ARTICLE 20. RETIREMENT CONTRIBUTIONS

All Employees will receive full employer-paid retirement while participating in the State of Nevada Public Employees' Retirement System (PERS). The City shall adjust the Employees' salaries in accordance with NRS Chapter 286. Carson City shall comply with all policies of the Nevada Public Employees' Retirement System (PERS).

- A. 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, Carson City must pay one half of the increase up to .75%, and the Employee's salary will be reduced by one half of the increase up to .75%; however, Carson City shall 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.

- B. 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%, Carson City must pay one-half of the increase and the Employee's salary will be reduced by one-half of the increase; however, Carson City shall increase the Employee's salary .75% on the effective date of the reduction. (Any amount over 1.5% must be split equally between Carson City and the Employee.)

ARTICLE 21. GROUP LIFE INSURANCE

Employer shall pay 100% of the premium for a \$35,000 policy of group term life insurance for each Employee.

ARTICLE 22. INSURANCE BENEFITS

A. Health Insurance

The City shall pay 100% of the Employee cost and 50% of the spouse's and eligible dependent cost for the least expensive group medical insurance plan.

B. Health Insurance Upon Retirement

1. Retirees With 15-19 Years Of Service

The Employee has the option of converting the health insurance coverage at the time of his or her separation from employment by Employer by commencing to pay 100% of the total premium. The City shall pay 75% of retiree group health, dental, vision and life insurance coverage premiums plus 25% of the spouse's and eligible dependent's premium for health, dental and vision except as provided below. The City agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the City's group health insurance plan in existence under the City group health insurance plan offered to active employees, as modified from time to time.

- a. To be eligible for the benefits provided in this Article 22(B)(1), the Employee/retiree must have (i) a minimum of 15 years of full-time equivalent service with the City (one year is equal to 2080 hours); (ii) reached at least 47 years of age; and (iii) actually retired under the Nevada PERS retirement qualifications in existence on the date of the retirement. If an Employee retires prior to age 47 and meets the requirements of (i) and (iii) above, the Employee/retiree is eligible for the benefits of this provision upon attaining the age of 47, and, prior to age 47, is entitled to continue as a retiree on the City group insurance plan and is entitled to payment for insurance for which the Employee would otherwise qualify, provided that an Employee retiring before age 47 must continue coverage under the City plan to be qualified for the

benefits in this provision upon attaining age 47.

b. The City shall pay premiums for:

1. The Employee/retiree from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retiree will be reduced to either (i) 50% of the "single Employee with Medicare premium", or (ii) the payment to which the retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City Employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City's group insurance plan is secondary to Medicare coverage. If Medicare age has been increased beyond age 65 by an act of Congress, the 50% payment under (i) will apply to the "Employee without Medicare" premium. In the event the City eliminates the policy or regulation for subsidizing payment of retiree health insurance, any retiree who elected (ii) above will automatically revert to receiving the benefits specified in (i) above. To receive payment under either (i) or (ii), the retiree must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time to time, or required by law.
2. The spouse of the Employee/retiree (current at time of the Employee's separation from the City) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. To receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time to time, or required by law. In the event a retiree remarries after separation from the City, the spouse will not be included in the health insurance premium subsidy.
3. Dependents (current at the time of the Employee's separation from the

City), as defined by the rules of the City group health insurance plan in effect at the time of separation. After the dependent reaches the eligibility age for or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be 25% of the "single dependent with Medicare premium". After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. To receive payment once the dependent has reached the eligibility age or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as modified from time to time, or required by law.

- c. In the event of death of the Employee/retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to the requirements above. Dependents, as defined above, will continue to receive benefits in the event of the death of the Employee/retiree, as long as they meet the definition of dependents in the City group health insurance plan in effect at the time of retirement.
- d. In the event of a catastrophic injury or medical illness which forces an Employee who has not reached 20 years of service and age 47 to retire from service of the City or as a Nevada PERS disability retirement, this benefit will be prorated for the Employee at 5% per year of service after the Employee has worked for Carson City for 10 years, up to a maximum of 90% and subject to the provisions above concerning the unclassified Employee reaching the eligibility age or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The benefit under this provision does not apply to spouse or dependents and does not trigger any spousal or dependent benefits.
- e. If the benefits provided to retirees, their spouses and dependents under this Article 22(B)(1) are modified (reduced or eliminated) in the future, such modification will not apply to retirees, their spouses and dependents then receiving the benefits, and the retiree, his or her spouse or dependent will continue to receive the benefit on the basis specified in this Article.

2. Retirees With 20 Or More Years Of Service

The Employee has the option of converting the health insurance coverage at the time of his or her separation from employment by Employer by commencing to pay 100% of the total premium. The City shall pay 90% of retiree group health, dental,

vision and life insurance coverage premiums plus 50% of the spouse's and eligible dependent's premium for health, dental and vision except as provided below. The City agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the City's group health insurance plan in existence under the City group health insurance plan offered to active Employees, as modified from time to time.

- a. To be eligible for the benefits provided in this Article 22(B)(2), the Employee/retiree must have (i) a minimum of 20 years of full-time equivalent service with the City (one year is equal to 2080 hours); (ii) reached at least 47 years of age; and (iii) actually retired under the Nevada PERS retirement qualifications in existence on the date of the retirement. If an Employee retires prior to age 47 and meets the requirements of (i) and (iii) above, the Employee/retiree is eligible for the benefits of this provision upon attaining the age of 47, and, prior to age 47, is entitled to continue as a retiree on the City group insurance plan and is entitled to payment for insurance for which the Employee would otherwise qualify, provided that an Employee retiring before age 47 must continue coverage under the City plan to be qualified for the benefits in this provision upon attaining age 47.
- b. The City shall pay premiums for:
 1. The Employee/retiree from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retiree will be reduced to either (i) 50% of the "single Employee with Medicare premium", or (ii) the payment to which the retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City Employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City's group insurance plan is secondary to Medicare coverage. If Medicare age has been increased beyond age 65 by an act of Congress, the 50% payment under (i) will apply to the "Employee without Medicare" premium. In the event the City eliminates the policy or regulation for subsidizing payment of retiree health insurance, any retiree who elected (ii) above will automatically revert to receiving the benefits specified in (i) above. To receive payment under either (i) or (ii), the retiree must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time to time, or required by law.
 2. The spouse of the Employee/retiree (current at time of the Employee's

separation from the City) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the "single dependent Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. To receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time to time, or required by law. In the event a retiree remarries after separation from the City, the spouse will not be included in the health insurance premium subsidy.

3. Dependents (current at the time of the Employees separation from the City), as defined by the rules of the City group health insurance plan in effect at the time of separation. After the dependent reaches the eligibility age or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced by 25% of the "single dependent with Medicare premium". After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. To receive payment once the dependent has reached the eligibility age or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as modified from time to time, or required by law.
 - c. In the event of death of the Employee/retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to the requirements above. Dependents, as defined above, will continue to receive benefits in the event of the death of the Employee/retiree, as long as they meet the definition of dependents in the City group health insurance plan in effect at the time of retirement.
 - d. In the event of a catastrophic injury or medical illness which forces an Employee who has not reached 20 years of service and age 47 to retire from service of the City or as a Nevada PERS disability retirement, this benefit will be prorated for the Employee at 5% per year of service after the Employee has worked for Carson City for 10 years, up to a maximum of 90% and subject to the provisions above concerning the Employee reaching the eligibility age or being otherwise

eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The benefit under this provision does not apply to spouse or dependents and does not trigger any spousal or dependent benefits.

- e. If the benefits provided to retirees, their spouses and dependents under this Article are modified (reduced or eliminated) in the future, such modification will not apply to retirees, their spouses and dependents then receiving the benefits, and the retiree, his or her spouse or dependent will continue to receive the benefit on the basis specified in this Article.

ARTICLE 23. FAMILY MEDICAL LEAVE

Nothing contained in this Agreement is intended to revoke, repeal, replace or otherwise modify the rights of Employees under the Family and Medical Leave Act.

ARTICLE 24. WAIVER OF AMBULANCE FEES

All Employees and their family members who are eligible to participate in the City's insurance benefit plan are automatically enrolled in the CC-CARE+ Ambulance Membership Program. This benefit provides paramedic ambulance service as often as medically necessary with no deductibles, full coverage and no out-of-pocket expenses. This benefit exists only for so long as the Carson City Fire Department offers the program, and program benefits are subject to change. The benefit also extends to those Employees who retire and remain on the City's insurance.

ARTICLE 25. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

- A. An Employee may authorize payroll deductions for the purpose of paying Association dues. Upon the execution of the proper personnel payroll document filed with the Carson City Finance Department, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of the Employee, on a biweekly basis such sums as the Employee may specify for Association dues, and any other appropriate deductions that are eligible for payroll deduction.
- B. The Association shall indemnify, defend and hold harmless the City against claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.
- C. An Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the deducted Association dues. When an Employee in good standing of the Association is in non-pay status for an entire pay period, no withholding may be made to cover that pay period from future

earnings. If an Employee is in non-pay status during only part of the pay period, and his or her wages are not sufficient to cover the full withholding, no deductions may be made. All other legal and required deductions have priority over Association dues.

ARTICLE 26. JURY DUTY

Any Employee who is required to serve on any jury will receive his or her regular salary during the period of jury service, provided that he or she remits his or her compensation for such jury duty to the City for deposit into the City's General Fund.

ARTICLE 27. SAFETY

The City acknowledges that as prosecutors, Employees experience threats and harassment that pose a risk to their safety. Accordingly:

- A. The City shall allocate a total of \$150 per Employee in each fiscal year for each Employee to pay for enrollment in or instruction from any safety course or activity relating to self-defense. Any remaining portion of allocated amounts unused in a fiscal year does not roll over to the subsequent fiscal year. This Article does not prohibit the District Attorney from approving in his or her sole discretion a request by an Employee for reimbursement above \$150 for a particular Employee.
- B. The District Attorney may, at his or her sole discretion and subject to specific authorization from the Carson City Sheriff, request the presence and assistance of a peace officer for the purpose of providing protection to an Employee during the course and scope of employment in the event of a credible threat to the Employee's safety, including, without limitation, a request for a peace officer to escort an Employee to or from his or her vehicle.

ARTICLE 28. POLITICS

An Employee may not be terminated, demoted, disciplined or harassed for exercising his or her First Amendment rights, including participating in any political process, if such exercise of rights or participation does not occur in the workplace, use City resources or otherwise violate the rights of other Employees. This Article includes Employees who may run for office, including the position of District Attorney, or those who may support a candidate running for District Attorney. This Article is not intended to restrict any legal jurisprudence interpreting the First Amendment rights of public employees.

ARTICLE 29. DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS

- A. The City has a duty to defend any Employee named as a defendant in any action arising out of the scope or performance of employment duties along with the tender of a defense on behalf of the Employee with adequate notice and participation in all

aspects of proceedings, including any compromise and settlement, trial and appeal, up to and include final disposition.

- B. The City shall, to the maximum extent required under NRS 41.0349, indemnify, defend and hold harmless an Employee for any acts or decisions made while performing services for the City.

ARTICLE 30. SEVERABILITY

If any provision of this Agreement or any application thereof is held by any court of competent jurisdiction to be contrary to law, such provision must be stricken, but all other provision and applications will continue in full force an effect. If such finding is made, either Party may request to open negotiations immediately to renegotiate the stricken provision. If such a request is made, negotiations must begin as soon as reasonably possible.

ARTICLE 31. DURATION

- A. The Parties agree that all provisions of this Agreement become effective on the day the last signature is affixed hereto. The Agreement will remain in full force and effect until June 30, 2026.
- B. This Agreement automatically renews from year to year thereafter unless notice is made of a desire to negotiate a new or modified agreement. In the event that such notice is made, this Agreement will remain in full force and effect until such time as a new or modified agreement is approved and ratified by the Parties.

IN WITNESS WHEREOF, the City and the Association have caused this Agreement to be duly executed by their authorized representatives as follows:

CARSON CITY

CARSON CITY DEPUTY DISTRICT ATTORNEYS ASSOCIATION

By: Lori Bagwell
Lori Bagwell, Mayor

By: Kelly Brandon
Kelly Brandon, President

Attest:

By: William Scott Heen
William Scott Heen, Clerk-Recorder

