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CCEA Bargaining Agreement

Title of Document (required)

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___Judgment – NRS 17.150(4)

___Military Discharge – NRS 419.020(2)

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Signature

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COLLECTIVE BARGAINING A G R E E M E N T

BETWEEN

CARSON CITY

and the

CARSON CITY EMPLOYEES ASSOCIATION

(Effective on the date the last required signature is affixed hereto and through June 30, 2026)

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The following are incorporated into this Agreement:

Attachment A - Bargaining Unit Position Titles and Grade
Attachment B - CCEA Bumping Flow Chart

AGREEMENT

This Collective Bargaining Agreement ("Agreement") is entered into by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada ("City") and the Carson City Employees Association ("Association,"), and becomes effective upon the date the last required signature is affixed hereto. The City and the Association may hereinafter be referred to individually as "Party" and collectively as "Parties."

PREAMBLE

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

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

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

WHEREAS, the Parties have reached certain understandings which they desire to confirm in this Agreement;

It is hereby agreed as follows:

ARTICLE 1 RECOGNITION

1.1 ASSOCIATION RECOGNITION

The City hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining of employees in the job classifications listed in Attachment "A" attached hereto and working more than 1,039 hours per year except for those employees who are:

a. Unclassified, which includes all positions exempt from overtime pursuant

to the Fair Labor Standards Act, 29 U.S.C. § 206 et seq., as amended ("FLSA").

b. Newly hired persons in a probationary status.

c. Represented by another Collective Bargaining Agreement.

d. Hourly recreational employees.

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

1.2 EMPLOYEE DEFINITION

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

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

b. "Regular part-time employee" means a regular employee whose regular workweek consists of at least 21 hours but less than 40 hours.

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

1.3 ELIGIBILITY FOR BENEFITS

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

ARTICLE 2 ASSOCIATION RIGHTS

2.1 RIGHT TO ORGANIZE

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

2.2 PERTINENT INFORMATION

The Association may request reasonable information concerning any subject matter included in the scope of mandatory bargaining which it 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 unnecessary delay.

2.3 ASSOCIATION BUSINESS

Representatives of the Association and its affiliates will be permitted to transact Association business on City property if there is no disruption to normal work. Designated representatives of the Association shall be allowed to receive telephone calls or other communications concerning Association business at any time during working hours.

2.4 ASSOCIATION USE OF BUILDINGS

The Association may use the City's buildings for meetings if such use does not interfere with the City's operations. The appropriate Department Director's/Elected Official's permission must be obtained before any meeting, but such permission may not be unreasonably withheld.

2.5 NOTIFICATION TO ASSOCIATION OF NEW EMPLOYEES

The City shall notify the Association of the name, classification and starting grade for each new employee within 30 days of the new employee's starting date.

2.6 ASSOCIATION USE OF INTER OFFICE COMMUNICATION FACILITIES

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

2.7 ADMINISTRATIVE LEAVE

On July 1 of each year, the Association shall be credited with 160 hours of administrative leave to be used for Association business by employees during working hours without loss of pay. The Parties agree that the Association will be deemed to have effectively reimbursed the City the full cost of such leave used, offsetting the value of the Association's concessions. The appropriate Department Director's/Elected Official's approval must be obtained before administrative leave may be used, but such approval may not be unreasonably withheld. Administrative leave is separate and distinct from release time as provided in Article 2.8 of this Agreement.

2.8 RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEES

When the City and Association agree to conduct negotiations during normal work hours, the City shall allow release time, with pay, to those employees who are members of the Association's negotiation committees. Grievance hearings shall be conducted during normal work hours with release time, with pay, for those employees who are members of the Association's grievance committee. Release time is separate and distinct from, and exclusive of Association Leave as set forth in Article 2.7 of this Agreement. The Association shall notify the Human Resources Director and City Manager in writing of a maximum of seven employees who will serve on its negotiation committee, five of whom may attend negotiation sessions as provided for herein.

2.9 EXCLUSIVE RIGHTS OF ASSOCIATION

The rights and privileges of the Association and its representatives as set forth in

this Agreement are granted only to the Association as the exclusive representative of the employees in the bargaining unit.

ARTICLE 3 ASSOCIATION DUES

3.1 DUES DEDUCTION AUTHORIZATION

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

3.2 NOTIFICATION AND TRANSMITTAL OF MONIES

The Association will periodically certify to the City, in writing, the current rate of membership dues and provide the City with an appropriate payroll deduction authorization from each employee prior to the effective date for instituting such deductions. Authorizations currently on file with the City will continue to be recognized by the City. All such fees, together with records of any corrections and changes, shall be transmitted to the appropriate office of the Association on a monthly basis.

3.3 INDEMNIFICATION

The Association will indemnify, defend and hold the City harmless against any 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 Agreement. The Association agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions after presentation of proper evidence thereof.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 CITY'S RIGHT TO MANAGE

Except as otherwise provided herein and or as provided by NRS Chapter 288 and any regulation adopted thereto, the City retains all rights reserved to local

government employers under the laws of Nevada. The retention of these rights does not preclude any employee from filing a grievance or seeking a review of the exercise of these rights. The City shall provide reasonable prior notice to the Association before it implements changes in personnel practices or general working conditions that will affect an entire department or division.

ARTICLE 5 NONDISCRIMINATION

5.1 NONDISCRIMINATION

The City will not discriminate against any employee because of race, religion, color, national origin, gender, gender identity or expression of a person, sexual orientation, age, political affiliation, pregnancy, military status, disability, genetic information, or any other basis that would be in violation of Federal, state or local laws. The City will not interfere, restrain or coerce any employee in the exercise of any right guaranteed under this Agreement or under the laws of Nevada or the United States of America. The City will not discriminate in any way among its employees on account of membership in or activities on behalf of the Association. The City will not discriminate in regard to hiring, tenure or any term or condition of employment to encourage or discourage membership in any employee organization.

ARTICLE 6 EMPLOYEE RIGHTS

6.1 CIVIC, JUDICIAL AND QUASI-JUDICIAL DUTY

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

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

6.2 PERSONAL LIFE

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

6.3 APPEARANCES BEFORE EMPLOYER

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

6.4 JUST CAUSE

An employee shall not be disciplined, suspended, reduced in rank or compensation, adversely evaluated, transferred for disciplinary reasons, dismissed, terminated, or otherwise deprived of any employment advantage without just cause.

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

6.5 UNIFORM APPLICATION OF RULES AND REGULATIONS

All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the City departments covered by this Agreement.

6.6 STATE AND FEDERAL RIGHTS

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

ARTICLE 7 LONGEVITY

7.1 LONGEVITY PAYMENT AND ELIGIBILITY

A longevity benefit is available to eligible bargaining unit employees. The eligibility determination date for longevity is the last complete pay period that occurs before the first payday in December and the first payday in June. Eligibility determination and longevity payment payout will occur semi-annually the first payday in December and June of each fiscal year.

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

Completed	Semi-Annual	Total
1-5	none	
6	100.00	200.00
7	150.00	300.00
8	200.00	400.00
9	250.00	500.00

10	300.00	600.00
11	350.00	700.00
12	400.00	800.00
13	450.00	900.00
14	500.00	1000.00
15	550.00	1100.00
16	600.00	1200.00
17	650.00	1300.00
18	700.00	1400.00
19	750.00	1500.00
20	800.00	1600.00
21	850.00	1700.00
22	900.00	1800.00
23	950.00	1900.00
24	1000.00	2000.00
25	1050.00	2100.00

a. Regular, full-time, part-time, or intermittent employees covered under this Agreement who have had a break in service, including, for example, separation, resignation, termination or retirement, will begin a new, initial eligibility period starting with the date of their last re-employment or reinstatement as a regular employee of the City in a bargaining unit position. However, employees who have been separated as a result of an involuntary reduction in force who are re-called to a bargaining unit position within two years will not be required to begin a new eligibility period. Regular seasonal employees' furlough periods (periods of leave without pay during the "off" season) will not be considered as breaks in service, but only regularly scheduled and paid hours in City employment in a seasonal bargaining unit position will be used to determine when a

regular seasonal employee has completed a year of service as described below in Article 7.1(C) of this Agreement.

b. Periods of employment as a temporary, hourly, or time-limited employee are not creditable for longevity.

c. An employee who has had continuous service as a regular employee in a bargaining unit position but who has worked less than full time or without pay during any part of an eligibility period may receive credit for regularly scheduled hours in a pay status; periods of regular continuous seasonal, part-time or intermittent employment will be credited on a regularly scheduled, paid-hour basis. Employees who, during their regular continuous employment period with the City, have periods of regular service that is less than full-time (40 hours per week) must complete at least 1900 hours in a pay status to be credited with a full year of continuous service.

7.2 OTHER REQUIREMENTS FOR LONGEVITY PAY

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

been restored after the subsequent "meets expectations" evaluation is achieved by the employee.

ARTICLE 8 EMPLOYEE WORK SHIFT AND WORKWEEK

8.1 STANDARD WORK SHIFT

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

b. In the event the City decides to change a regularly scheduled work shift, the City shall provide 15 days advance notice to and discussion with the Association and affected employees.

c. The Director of the Department of Health and Human Services may agree with Professional Licensed Nurses to allow flex time schedules. Such an agreement must be made in writing and the employee must agree to the flex schedule before it is implemented.

8.2 STANDARD WORKWEEK

a. Regular full-time employees' 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. Specifically, the Parties recognize that a "pay period" can be any continuous 168-hour period, and it may be different for bargaining unit members based on their regular work schedule, and whenever an employee works over 40 hours in such 168-hour period he or 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.

b. Regular part-time employees' regularly scheduled workweek shall be not less than 21 hours.

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

8.3 REST PERIOD

a. Employees shall receive a 15-minute rest period for each four hours worked.

b. As workload and staffing permit and subject to approval of an employee's supervisor, the City agrees to allow an employee to accumulate his or her two allotted 15-minute rest periods daily and to allow the employee to utilize said rest periods in conjunction with his or her allotted lunch period. The Parties agree that such utilization must occur during the current shift and may not be utilized on a subsequent shift.

ARTICLE 9 OVERTIME

9.1 COMPUTING OVERTIME

a. "Working hours" means the time an employee is required to be on duty, or on the employer's premises, or at a prescribed work place and time during which he or she is permitted to work.

b. Annual leave, sick leave, approved holidays and compensatory time off shall be considered hours worked for the purpose of computing overtime.

c. Full-time employees who work in excess of their assigned work shift shall be paid time and one half (1.5) their regular hourly rate unadjusted for

retirement for the excess hours. Such employees shall also be entitled to shift differential in accordance with the provisions of Article 14.6.

d. Employees who work in excess of 40 hours per week shall be paid time and one half (1.5) their regular hourly rate unadjusted for retirement for the excess hours. Such employees shall also be entitled to shift differential in accordance with the provisions of Article 14.6.

9.2 COMPENSATORY TIME OFF

a. In the event an employee works overtime in a particular workweek, the employee may elect to take compensatory time off at the rate of time and one half (1.5) in lieu of overtime cash payment.

b. In the event an employee's compensatory time balance is in excess of 160 hours, compensatory time off in lieu of overtime cash payment may only be made with management approval.

c. Compensatory time may accumulate to a maximum of 240 hours.

d. 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.

9.3 EMPLOYEES WORKING ON SEVEN-DAY OPERATIONS

a. Employees working on necessary continuous seven-day operations, whose occupations involve work on Saturdays, Sundays, and holidays, shall be paid overtime compensation for work on those days only for time worked in excess of their regular work shift or 40 hours per week, except as provided herein.

b. If an employee works a holiday, the provisions of Article 16.6 apply.

9.4 ASSIGNMENT FOR OVERTIME WORK

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

ARTICLE 10 PROBATIONARY PERIOD

10.1 PROBATIONARY PERIOD

All new employees shall serve a probationary period of up to 12 months. Such employees are not subject to this Agreement and may be laid off or discharged during this period for any reason. After the probationary period, the employee shall be deemed to be a regular employee and shall acquire seniority from his or her first date of hire. Probationary employees shall not be subject to the terms of this Agreement unless expressly provided herein. Probationary periods may be extended for not more than 3 months.

ARTICLE 11 HOURLY EMPLOYEES

11.1 EMPLOYMENT STATUS

The Parties agree that from time to time there is a need for the City to hire hourly employees. After an hourly employee has worked a total of 1,040 hours in a fiscal year, the employee shall thereafter be granted all benefits given to regular employees provided by the terms of this Agreement. This provision does not apply to hourly recreational employees who will continue to be hourly employees even if employed for more than 1,040 hours in a fiscal year.

ARTICLE 12 GRIEVANCE

12.1 DEFINITIONS

a. A grievance is a claim relating to the interpretation or application of this Agreement and those provisions of the Carson City Administrative Policies and Procedures that are subjects of mandatory bargaining. This Article does not preclude any informal discussion or effort to resolve an issue prior to the filing of a formal grievance, except that such discussions or efforts do not constitute any part of the formal grievance procedure as established by this Agreement.

b. A grievant is a regular employee, or a group of regular employees, or the Association who files a grievance.

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

12.2 RIGHTS TO REPRESENTATION

With the consent of the affected employee, at least one Association representative may be present for any meeting, hearing, appeal, or other proceeding between the City and the grievant relating to a grievance which has been presented under this Article. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance, in writing, to the Human Resources Department directly, and the processing of such grievance shall commence at Step II as described in Article 12.4 of this Agreement. The Association may process a grievance through all levels of the procedure described in Article 12.4 of this Agreement unless the affected employee declines to do so.

If it is necessary for a grievant to investigate a grievance or to attend a meeting or hearing held in connection therewith, he or she will be released from normal duties, without loss of pay.

12.3 INDIVIDUAL RIGHTS

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

12.4 PROCEDURE

All grievances shall be submitted in writing and contain the following information: the name of the aggrieved person(s); the Department in which the person(s) is employed; a short, concise statement of the grievance which identifies the applicable provision of this Agreement or any rule, regulation, or law alleged to have been violated; the action requested and/or relief sought; and the date on which the grievance is filed. All grievances in the first instance may be submitted to the Association in order to request representation and protection for the employee.

The failure of the City to respond at any supervisory level within five days from the date a grievance is filed will result in an award to the grievant of the requested action or relief unless the total direct cost of the grievance is greater than $250.00 or unless the delay in response by a supervisor is caused by the absence or unavailability of a person who is critical to the determination of the grievance. If the total annual direct cost of the grievance is greater than $250.00, the failure to respond at any supervisory level within five days from the date the grievance is filed will result in the grievance being automatically moved to the next step. Direct cost shall not include the City's overhead in processing or responding to the grievance.

STEP I

Within 21 days of the occurrence, knowledge or condition which is the basis of the complaint, the grievant may present the grievance, in writing, to the appropriate Department Director/Elected Official. The Department Director/Elected Official shall attempt to adjust the matter and respond in writing to the grievant within five days from the date on which the grievance is received. The response of the Department Director/Elected Official shall include the reasons upon which the decision was based.

STEP II

If the grievant is not satisfied with the disposition of the grievance at Step I, the grievant may, within five days from the date on which the written response from the Department Director/Elected Official is received, submit the grievance in writing to the Human Resources Department. The Human Resources Director shall, by written notice to all parties concerned within five days of the date of receipt of the written grievance, direct that the parties proceed to non-binding mediation. Except as otherwise mutually agreed upon by the Parties, mediation must be held within 21 days from the date of the written notice provided by the Human Resources Director. If the Parties are unable to agree on a person to act as a neutral mediator, a request for a mediator shall be made to the Federal Mediation and Conciliation Services ("FMCS") by either Party. Any costs of mediation shall be split between the Association and the City. If the Parties are unable to resolve the grievance through mediation, the grievant may, within 10 working days of mediation, submit the grievance to arbitration for resolution as provided in Step III.

STEP III -- BINDING ARBITRATION

The grievant or the Association shall exercise the right of arbitration by giving the Human Resources Director written notice of its intention to arbitrate within 10

days after the date on which the Parties agree they are unable to resolve the issue through mediation at Step II. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute. Within 10 days after the date on which written notice of submission to arbitration is made, the City and the Association will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the Parties are unable to agree upon an arbitrator, or to obtain such a commitment within the 10-day period, a request for a list of arbitrators may be made by either Party to FMCS. Within five days of the date of receipt of the list, each Party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The arbitrator shall consider the grievance and render a decision which shall be final and binding upon the Parties without recourse except as otherwise provided by law.

12.5 ARBITRATION COSTS

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

12.6 JURISDICTION OF THE ARBITRATOR

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

The award of the arbitrator may be entered in any court of competent jurisdiction if either Party fails to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating Party does

not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse Party's court costs, legal fees and other related expenses incurred as a result of defending the action.

If a grievant is a grant-funded or special-funded employee, the grievant may not be awarded backpay in the event a suspension without pay is reduced or overturned by the arbitrator, or if the grievant is reinstated to employment after termination. Reinstatement as a remedy to termination may only be awarded if, at the time of the issuance of the arbitrator's award, the funding for the grant-funded or special-funded position occupied by the grievant has not expired.

12.7 EXCEPTIONS TO TIME LIMITS

The time limits provided in this Article shall be strictly observed, unless extended or otherwise modified by written agreement of the Parties or excused for good cause.

Grievances involving alleged errors in salary shall be deemed continuing grievances, with each salary payment constituting a separate occurrence which may form the basis of a complaint. Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through this grievance procedure until resolution.

12.8 COOPERATION OF THE EMPLOYER AND ASSOCIATION

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

12.9 PERSONNEL FILES

All documents, communications, and records that relate to the processing of a

grievance shall be filed separately from the personnel files of the participants.

ARTICLE 13 RETIREMENT

13.1 RETIREMENT CONTRIBUTIONS

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 the City and the employee.

ARTICLE 14 COMPENSATION

14.1 SALARIES AND COST-OF-LIVING INCREASES

a. The Parties agree all employees shall be paid in accordance with the compensation range for the applicable occupied position unless the employee is y-rated. The position titles and grade for the applicable positions are attached to this Agreement as Attachment "A".

b. The Parties agree that effective July 1, 2021 the bottom and the top of each salary grade will be adjusted upward by 1.75%.

c. The Parties agree that 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%.

d. The Parties agree that effective July 1, 2022 and on July 1 of each year thereafter through and including July 1, 2025, 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%.

14.2 MERIT INCREASE

Employees who receive a performance evaluation of "meets expectations" or better are eligible to receive a merit increase in pay.

a. Beginning July 1, 2021 through June 30, 2022, employees who, at the end of their initial probationary periods are rated as "meets expectations," will receive a 3.0% pay increase, employees who are rated as "above expectations" will receive a 4.5% pay increase, and employees who are rated as "outstanding" will receive a 5.5% pay increase.

b. Beginning July 1, 2022, and upon each successive annual performance evaluation date, on the recommendation of the appropriate supervisor or appointing authority, an annual merit increase of 3.0% will be granted to employees in recognition of receiving a "meets expectations" performance evaluation or better. An employee who receives a rating of "below expectations" will not receive an annual merit increase for that evaluation period.

14.3 MERIT INCREASES NOT GRANTED

If a merit increase is not granted at time of eligibility, or the employee disputes the amount of the merit increase granted, the Department Director/Elected Official shall inform the employee, in writing, and state the reasons upon which the decision was based, and prescribed remedy to improve employee's performance. If, within three months, the employee has corrected the deficiency,

the merit salary increase will be granted and paid from that date.

14.4 BASIS OF EVALUATION

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

14.5 STANDBY PREMIUM PAY

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

a. Employees shall receive 15% of their regular hourly rate for each hour, or fraction thereof, spent on standby time.

b. Employees shall be paid at the rate of one and one half (1.5) times their regular hourly rate for each hour, or fraction thereof, of actual work.

c. Employees who are on standby time on any holiday listed in Article 16.1 of this Agreement shall receive 15% of their regular hourly rate for a period of not less than 24 hours. If the employee is called back to work, the 15% will be paid only on the hours actually spent on standby.

14.6 SHIFT DIFFERENTIAL

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

14.7 CALL-BACK PAY

a. The following apply to employees with an effective date of membership into PERS on or before June 30, 2008:

1. Call-back pay is defined as compensation earned for returning

to duty after an employee has completed his or her regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice.

2. Scheduling the 12-hour rule set forth in this Article 14.7(a)(1)(a) above will be activated by the electronic call-out required for the shift scheduling from the City. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.

3. The City may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours' notice to request a return to duty, if the City has knowledge more than 12-hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.

b. The following apply to employees with an effective date of membership into PERS on or after July 1, 2008:

1. Call-back is defined as compensation earned for returning to duty after an employee has completed his or her regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any employee who is: (1) called into work while on standby status; (2) not required to leave the premises where he or she is residing or located at the time of notification in order to respond; or (3) called back to work if the work begins one hour or less before or after his or her scheduled work shift.

2. "Emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action

to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the Board of Supervisors or the City Manager in accordance with applicable law.

3. Scheduling the 12-hour rule set forth in this Article 14.7(a)(2)(a) above will be activated by the electronic call-out required for the shift scheduling from the City. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.

4. The City may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours' notice to request a return to duty, if the Department Director/Elected Official has knowledge more than 12-hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.

c. The following apply to employees with an effective date of membership into PERS on or after January 1, 2010:

1. Returning to duty within 12 hours after the employee's regular working hours to respond to an emergency.

2. "Emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the Board of Supervisors or the City Manager in accordance with applicable law.

d. An employee who is called back to work before or after his or her regular work schedule shall receive a minimum of two hours pay at the rate of one and one half (1.5) times the current contract salary. An employee who has returned home and is out of service after a call-back shall receive a

minimum of two hours pay at the rate of one and one half (1.5) times the current contract salary for each successive call-back up to a maximum of eight call-backs in a 16-hour period or 12 call-backs in a 24-hour period. An employee who receives a successive call-back prior to returning home and going out of service shall not receive call-back pay for the successive call-back but shall receive pay at time and one half for all hours worked.

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

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

14.8 COURT TIME

An employee who appears to testify pursuant to a subpoena in any criminal/civil court or administrative proceeding that is required as a result of the employee's job shall receive his or her regular salary during the period of court or administrative proceeding or pretrial conference. If the court or administrative proceeding is during the employee's regular time off, and in the event that the employee's schedule cannot be changed to accommodate court schedules, the employee shall be entitled to a minimum of three hours of overtime pursuant to Article 9 of this Agreement if the employee has already worked in excess of 40 hours a week during the time scheduled for his or her court testimony. The employee must first obtain his or her supervisor's written approval in order to be eligible for overtime for any pretrial conference. An employee subpoenaed to testify shall tender any witness fees received to the City. An employee who

testifies pursuant to a subpoena during the employee's regular time off shall not be entitled to call back pursuant to Article 14.7 of this Agreement. If a subpoena is canceled or an order to testify is rescinded prior to the off-duty employee's departure for his or her court appearance, there shall be no entitlement to overtime pursuant to this Article. Any alternative work schedule provided in order to accommodate the employee's attendance at any court or administrative proceeding or pretrial conference is not subject to the provisions of Article 8.1 of this Agreement.

ARTICLE 15 RESPONSIBILITY PAY

15.1 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. The Parties agree that an employee must perform all assigned additional responsibilities to be eligible for responsibility pay.

15.2 PAY FOR REQUIRED SPANISH

An employee 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 so as to be

eligible for this benefit.

15.3 PAY FOR TRAINING ASSIGNMENT

An employee who is assigned as a trainer by a Department Director/Elected Official and who, as a part of the assignment, is required to provide a written report on or evaluation of the progress of employees, shall receive an additional 5% of the employee's base salary for the duration of the assignment. An assignment as a trainer is not a promotion. Assignment and revocation of the assignment as a trainer is solely at the discretion of a Department Director/Elected Official and is not subject to appeal through the grievance process.

ARTICLE 16 HOLIDAYS

16.1 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)

16.2 OTHER HOLIDAYS DEFINED

Any other legal holiday that may be appointed by the President of the United

States, the Governor of Nevada or the Board of Supervisors.

16.3 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.

16.4 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 Article 16.6 of this Agreement. 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.

16.5 COMPUTING HOLIDAY PAY

Holiday pay will be based upon an employee's regular hourly rate of pay, including shift differential, if applicable, for the number of hours in his or her regular workday.

Such computation will be exclusive of overtime pay.

16.6 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 regular 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 regular 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 the regular 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 Parties recognize that contributions to PERS must be made in accordance with the definition of "compensation" as that term is defined by NRS 286.025(1), as may be amended. "Holiday Pay" is defined by PERS policy 1.19 as of the effective date of this Agreement as: "Compensation for work actually performed during an official holiday as defined by NRS 236.015 which is in addition to the compensation paid to all employees who do not work, providing the total working hours do not exceed the working hours of a normal workweek or pay period as certified by the public employer." The Parties accordingly agree that the City shall be required to comply with the applicable provisions of NRS and any regulations adopted thereto, and applicable PERS policies, and to make contributions to PERS only when an employee actually works on a holiday as identified by this Article.

ARTICLE 17 ANNUAL LEAVE

17.1 COMPUTATION OF VACATION DAYS

All regular full-time 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

17.2 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 1 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 or 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.

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

17.4 EMPLOYEES BECOMING ILL WHILE ON VACATION

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

ARTICLE 18 SICK LEAVE AND OTHER LEAVES OF ABSENCE

18.1 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 or her designee. Prior to the approval of any family, the employee shall contact the employee's Department Director/Elected Official, or his or 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 standard City leave slip.

e. Regular full-time employees shall earn sick leave at the rate of six hours per month for the first year.

f. After one year of continuous employment, regular full-time employees shall earn sick leave at the rate of 10 hours per month.

g. Regular full-time employees shall earn up to a maximum of 120 sick hours per year, at full salary, and shall be used for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity, paternity, adoption, or illness, disability or communicable disease in the immediate family.

18.2 COMPENSATION FOR UNUSED SICK LEAVE

Employees, 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%

18.3 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 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 or she shall continue to receive his or her regular salary and benefits provided under this Agreement. Such light duty may be temporary and need not be in an authorized position. An employee who is released by his or her physician to return to the job held at the time of the injury, must return to work at that position. If the employee's physician determines that the employee will be permanently unable to return to his or her original position, the City will make good faith efforts to place the employee in a different, authorized and available position for which the employee is qualified and which the employee is physically able to perform 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 or this Agreement and shall give the employee the right to be rehired if such position becomes available. If the employee does not avail herself or himself of such right and the position is filled, that right will be deemed to have been waived and he or she cannot displace the person hired.

18.4 ACCOUNTING OF EARNED SICK LEAVE

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

18.5 WELL DAYS

Any regular full-time Employees using 16 hours or less (20 hours or less for scheduled 10-hour employees) of any combination of family sick and sick leave in a calendar year will receive 16 hours (20 hours for scheduled 10-hour employees) of personal leave off with pay. Time off must be taken within one

year of earning with scheduling of time off agreed to by both the employee and the employee's Department Director/Elected Official. If not used within one year of earning, the personal leave shall be forfeited and not paid. This benefit will be prorated for regular part-time employees.

18.6 CATASTROPHIC LEAVE

a. An employee is eligible for catastrophic leave if the employee is unable to perform the duties of his or 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.

"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 physician as creating a substantial risk of death.

b. Establishing the catastrophic leave account.

1. The City Manager may establish an account for catastrophic leave for all City employees.
2. An employee may request, in writing, that a specified number of hours of his or her earned sick leave be transferred from his or her account to the catastrophic leave account.
3. An employee may not transfer to the catastrophic leave account any hours of sick leave if the balance in his or 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.
4. 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.

5. 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 Article 18.6(4) of the Agreement.

c. Request for catastrophic leave.

1. An employee who is himself or herself affected by a catastrophe as defined in this Article, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his or 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.

2. The request must include:

(1) The employee's name, title and classification; and

(2) A description of the catastrophe and the expected duration of that catastrophe.

3. An employee may not receive any leave from the catastrophic leave until he or she has used all of his or her earned annual, sick and other paid leave.

4. 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 or her own rate of pay.

d. Approval of transferring the catastrophic leave.

1. The City Manager or his or 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.

2. The decision of the City Manager or his or her designee concerning the approval of leave pursuant to this provision is subject to the grievance procedure to determine whether the denial was arbitrary, capricious or discriminatory.

e. Review of status of catastrophe; termination of leave; disposition of hours not used.

1. The City Manager or his or 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 the grievance procedure, judicial review or review by the Board of Supervisors.

2. The City Manager or his or 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.

3. 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.

f. Maintenance of records on catastrophic leave.

1. 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.

g. Employee: Definition

1. The term "employee" as used in this Article includes all regular City employees who are eligible to earn or accrue and use sick leave.

h. Substantiation of Catastrophic Condition

1. The City Manager or his or her 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 or her choosing. The cost of such written substantiation shall be borne by the employee.

ARTICLE 19 OTHER LEAVE

19.1 MATERNITY-PATERNITY-ADOPTION LEAVE

In addition to leave provided in Article 18 of this Agreement, the City may provide leave of absence without pay for any employee who is required to be absent from work because of pregnancy, miscarriage, childbirth and recovery therefrom, and paternity and adoption. The length of the maternity leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee in consultation with her physician. The City's approval is required but will not be unreasonably withheld. The Parties agree that this benefit will not diminish or be in excess of those employee/management rights under the FMLA.

19.2 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 Article 18 of this Agreement.

Such leave shall be charged to the employee's earned sick leave but will not be computed for purposes of determining well days.

19.3 LEAVE FOR CIVIC DUTIES

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

19.4 LEAVE OF ABSENCE WITHOUT PAY

a. A leave of absence without pay may be granted to a regular 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 and the Board of Supervisors.

c. A leave of absence under this Article 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 Article, 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 and step.

ARTICLE 20 EQUIPMENT, TOOL AND CLOTHING ALLOWANCE

20.1 PROTECTIVE EQUIPMENT

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

20.2 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 water proof coats, hats, rubber boots or shoes, and gloves.

20.3 UNIFORM AND CLOTHING

In addition to any issued protective apparel and/or equipment, the City shall, at no cost to an employee, supply the 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.

20.4 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.

20.5 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

Upon approval of the appropriate Department Director/Elected Official, the City shall reimburse an employee for the costs of repairing or replacing watches or prescription eyeglasses/contact lenses which are lost, damaged, or stolen while an employee is in the performance of his or her duties, within 30 days of notification to the Department Director/Elected Official as follows:

a. Watches up to $50.00

b. Prescription eyeglasses/contact lenses up to 50% of repair or replacement cost up to a maximum of $300.00 with the City's maximum share at $150.00. The first $100.00 of repair or replacement will be paid by the City.

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

ARTICLE 21 TRAVEL ALLOWANCE

21.1 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.

ARTICLE 22 PERSONAL VEHICLE ALLOWANCE

22.1 PERSONAL VEHICLE ALLOWANCE

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

ARTICLE 23 SPECIAL ASSIGNMENT OR CERTIFICATION

23.1 Each employee who volunteers and is approved as a support water tender operator shall receive an annual bonus of $1,000.00. The bonus shall not be added to the base salary of the employee.

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

ARTICLE 24 INSURANCE BENEFITS

24.1 HEALTH INSURANCE

All 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 shall 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.

The Human Resources Director will maintain an advisory committee to provide advice on insurance issues. Two members of the Association will be invited to participate as members of the committee.

24.2 HEALTH INSURANCE UPON RETIREMENT

An employee shall have the option of converting the health insurance coverage at the time of his or her separation from employment from the City by commencing to pay 100% of the total premium. The City must 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. In order to be eligible for the benefits provided in this Article, an employee must have (i) a minimum of 20 years of full-time employment with the City; (ii) reached at least 47 years of age; and (iii) shall have actually retired under the PERS retirement qualifications in existence on the date of the retirement. Provided that, if an employee retires prior to age 47 and meets the requirements of (i) and (iii) above, the employee will be eligible for the benefits of this Article 24.2 upon attaining the age of 47, and, prior to age 47, shall be entitled to continue as a retiree on the City group insurance plan and shall be entitled to payment for insurance for which the employee would otherwise qualify had the employee not been covered under this Agreement, provided that, an employee retiring before age 47 must continue coverage under the City plan in order to be qualified for the benefits in this Article 24.2 upon attaining age 47.

b. The City will pay premiums for:

1. A retiree from the effective date of 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 his or her 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, except that if Medicare age has been increased beyond

age 65 by an act of Congress, the 50% payment under (i) shall 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 shall automatically revert to receiving the benefits specified in (i) above. In order 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 a 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 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. In order 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 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 reduced to 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. In order to receive payment once the dependent has reached the eligibility age for 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 retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to the requirements set forth in this Article 24.2(b). Dependents, as defined in this Article 24.2(b)(3) will continue to receive benefits in the event of the death of the 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 PERS disability retirement, this benefit will be prorated for the employee at 5% per year of service after the employee has worked for the City for 10 years, up to a maximum of 90% and subject to

the provisions this Article 24.2(a) above concerning the employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The benefit under Article 24.2(d) does not apply to a spouse or dependents and does not trigger any spousal or dependent benefits under this Article.

e. If the benefits provided to retirees, their spouses and dependents under this Article 24.2 are modified (reduced or eliminated) in the future by mutual agreement of the City and the Association, including binding factfinding or interest arbitration pursuant to NRS Chapter 288, such modification shall not apply to retirees, their spouses and dependents then receiving the benefits, and the retiree, spouse or dependent shall continue to receive the benefit on the basis specified by the provisions of the agreement in effect between the Parties on the date of retirement.

24.3 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.

24.4 LIFE INSURANCE

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

24.5 AMBULANCE INSURANCE

The City shall enroll each eligible employee 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 Agreement and not negotiable between the Parties to this Agreement.

24.6 CONTINUITY OF COVERAGE

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

ARTICLE 25 RECLASSIFICATION

25.1 ENTITLEMENT

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

25.2 PROCEDURES

A Department Director/Elected Official may submit a request, or in the event the Department Director/Elected Official refuses to do so, the Association may submit a request to the Human Resources Department on behalf of an employee for a reclassification study. The Human Resources Department will proceed within 30 days of receipt of such request to investigate the classification status of the position, and reasonably attempt to conclude the investigation within 90 days after receipt of the request and provide the Department Director/Elected Official, the employee and the Association with a written decision, which shall include the reasons on which the decision is based.

25.3 EFFECTIVE DATE

If a position is reclassified, the effective date of the reclassification shall be made retroactive to the date of request unless the affected Department cannot absorb

the cost of the reclassification. In such a case, the reclassification will become effective 90 days after the date the request for reclassification was submitted to the Human Resources Department.

25.4 DISPUTE OVER CLASSIFICATION

In the case of a dispute between the Parties as to the application of this Article, the dispute shall be resolved in accordance with the grievance procedure set forth in Article 12 of this Agreement.

ARTICLE 26 DISCIPLINARY ACTIONS

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

26.1 CORRECTIVE COMMUNICATION PROCESS

In a minor offense, a verbal warning may be given to an employee.

26.2 WARNING LETTER

A letter of warning may be given to an employee, in relatively serious cases. A copy of the letter shall be filed with the employee's service record in the Human Resources Department and one copy shall be furnished to the employee.
A letter of warning shall remain with an employee's service record for a period not to exceed 18 months, at which time the letter will be removed and thereafter, no further reference will be made to it.

26.3 SUSPENSION

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

employee. A written notice of suspension will remain in the employee's service record; however, after 18 months, the employee may request of his or her Department Director that the notice of suspension be removed from his or her record.

26.4 DEMOTION AND DISMISSAL

When other forms of discipline or corrective action have proved ineffective, or when the seriousness of the offense or conditions warrant, a Department Director/Elected Official may demote or dismiss for just cause. Upon the effective date of a disciplinary demotion, the employee's salary shall be reduced by not less than 5%, but by not more than the difference between the employee's current salary and the top step of the new pay grade.

26.5 SPECIFICITY OF CHARGES

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

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

26.6 DISPUTE OVER DISCIPLINE OR DISCHARGE

If there is any dispute between the City and the Association and/or an employee concerning the existence of good and sufficient cause for a discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement, but the same must be instituted within 21 days. Disciplinary demotions, suspensions in excess of 10 working days, or disciplinary discharges are effective on receipt of written notice of the discipline and are not affected or stayed by the mere filing of a grievance challenging such discipline

unless the discipline is ultimately reversed. Reversal of disciplinary demotions, suspensions in excess of 10 working days, or disciplinary discharges through the grievance procedure and judicial review will result in reinstatement and back pay to the effective date of discipline.

26.7 DISCIPLINE RECORDS

Any record of a warning letter and any record of suspension shall remain in an affected employee's service record for 18 months from the date of issuance. After 18 months, a letter of warning shall be automatically removed and no further reference to it shall be made thereafter. After 18 months, an affected employee may request that the Department Director/Elected Official who issued the suspension, (or his or her designee or successor, if applicable), to remove a notice of suspension from the employee's service record; however, the Department Director/Elected Official is under no obligation to do so. In the event a notice of suspension is removed from an employee's service record, no further reference to it shall be made thereafter.

ARTICLE 27 LAYOFF POLICY AND PROCEDURE

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

The Parties agree that grant-funded and special-funded employees are not entitled to bumping rights and that upon expiration of the initial term of grant or special funding obtained by the City from which compensation for a grant-funded or special-funded position is paid, the City is not required to seek renewal of such grant or special funding. If funding for a grant-funded or special-funded position expires or is otherwise no longer available, whether through revocation by the source of the funding or by non-renewal, the grant-funded or special-funded

position automatically terminates and the City is not required to place that grant-funded or special-funded employee in any other position.

27.1 DEFINITIONS FOR THIS ARTICLE ONLY

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

a. "Break in service." A break in service occurs when an employee resigns, is discharged for cause or retires. However, City seniority earned prior to layoff shall be continued upon recall and re-employment. Job classification seniority may be continued if the employee is rehired into the same job classification. If there is a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into City service. Leaves of absence shall not be considered as breaks in service.

b. "City seniority." City seniority shall be calculated on the basis of calendar days of continuous service since the date of hire.

c. "Job classification seniority." Following the successful completion of the probationary period, an employee shall have job classification seniority calculated on the basis of calendar days of continuous service since the date of appointment to the job classification.

d. "Division." A division is defined as a clearly established first sub-unit of a department which has been determined by the Department Director/Elected Official.

e. "Job classification." A job classification is defined as a specific position within a job classification series.

f. "Job classification series." A job classification series is defined as the normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty. The minimum qualifications, test of fitness and the duties and responsibilities are similar

but different in level. Job classification series also includes all positions which an employee has previously held in the City service.

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

27.2 DETERMINATION OF DIVISIONS TO BE AFFECTED BY LAYOFFS

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

27.3 DETERMINATION OF JOB CLASSIFICATIONS TO BE AFFECTED BY LAYOFFS

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

27.4 NOTICE TO ASSOCIATION

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

27.5 NOTICE TO EMPLOYEE(S)

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

27.6 SEQUENCE OF LAYOFF

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

a. Temporary and probationary employees within the job classification selected for layoff shall be laid off first.

b. Thereafter, the employee(s) with the least job classification seniority in the job classification (s) selected for layoff shall be laid off next.

c. Regular employees shall be laid off only after those layoffs described in this Article 27.6(a) have been exhausted.

27.7 VACANCIES

Whenever possible, employees will be permitted to fill available vacancies, so long as the employees meet minimum qualifications and any necessary tests. If offered, an employee must submit his or her decision in writing within seven calendar days of notification.

27.8 BUMPING

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

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

STEP 2 If a regular employee who has received a layoff notice is unable to exercise bumping rights at Step 1, the employee shall only replace the employee with the least amount of seniority in the same job classification, in another department, if the employee has more job

classification seniority than the employee to be displaced; or accept the layoff notice.

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

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

1. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped and the step closest to his or hers, the employee exercising the bumping right, existing salary at the time of the layoff.
2. An employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this Article. The decision to bump must be submitted in writing within seven calendar days of notification. For an explanation of the bumping rights, see Attachment "B."
3. Whenever it is determined that a layoff of employees shall occur, the City agrees to supply current City seniority lists and job classifications series seniority lists to the Association for the jobs being affected.

27.9 COMPUTING SENIORITY; TIES

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

27.10 RECALL

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

b. Notice of recall will be made in writing by certified mail to an employee's address of record.

c. An employee who is sent a notice of recall must respond within 10 working days of the receipt of the notice of certification for recall.

d. An employee recalled to his or her former or equivalent job classification must report for re-employment on the date established by the appropriate Department Director/Elected Official or be considered to have abandoned his or her recall rights so long as said date is beyond 10 working days from the date of receipt of the recall notice.

e. An employee recalled to a job classification with a lower salary rate than his or her previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, the employee's name will be removed from the re-employment list.

f. An employee on layoff earns no additional sick leave or annual leave. When an employee is recalled from layoff and re-employed, he or she is considered to have continuous service credit for computation of future earned annual leave. Sick leave will be reinstated in an amount equal to that as of the date of the employee's layoff.

g. An employee on a re-employment list shall retain eligibility for recall for a period of two years from the date his or her name was placed on the list.

h. Upon returning to his or her original job classification, an employee shall retain his or her earned time for merit increase if rehired within one year.

ARTICLE 28 PAY AND EXPENSES FOR EDUCATION, TRAINING AND LICENSING

28.1 PAY AND EXPENSES FOR RELATED TRAINING

The City shall pay the full cost of tuition, books, and other reasonable expenses incurred by an employee in connection with any course, workshop, seminar, conference or in-service 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 Article 21 of this Agreement.

28.2 EDUCATION INCENTIVE

An employee who has an associate's 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 employee has completed his or her probationary period; and

6. 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.

28.3 COST OF REQUIRED LICENSES

The City shall reimburse an employee who must obtain a license/certification to advance through his or her job-classification series or who must obtain a renewal or re-certification to maintain his or 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.

ARTICLE 29 INVOLUNTARY DEMOTION

29.1 INVOLUNTARY DEMOTION

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

ARTICLE 30 VACANCIES

30.1 MINIMUM REQUIREMENTS

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

30.2 NOTICE

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

ARTICLE 31 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

31.1 The City will comply with federal and Nevada state laws as they pertain to OSHA.

ARTICLE 32 CONTINUITY OF SERVICES

32.1 STRIKE/LOCKOUT PROHIBITION

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

32.2 SUCCESSOR CLAUSE

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

ARTICLE 33 EFFECT OF AGREEMENT

33.1 CITY POLICY

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

33.2 CHANGES IN AGREEMENT

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

33.3 SAVINGS CLAUSE

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

33.4 The City shall have the right to reopen this Agreement for negotiation of economic items in the event the revenues to the City's General Fund for the previous fiscal year, verified by the City's annual audit, decreased by 5% or if the unreserved ending fund balance in the City's General Fund has been budgeted for less than 4% of the actual expenditures from the General Fund for the previous fiscal year pursuant to NAC 354.650(1), as may be amended, and the City has fully complied

with the provisions of NAC 354.650(1), as may be amended. The Parties agree the above procedures shall constitute compliance with NRS 288.150(2)(w), as may be amended.

33.5 DUPLICATION AND DISTRIBUTION

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

ARTICLE 34 DURATION OF AGREEMENT

34.1 EFFECTIVE PERIOD

Except as otherwise provided herein, this Agreement shall become effective on the day the last required signature is affixed hereto and continues in full force and effect until June 30, 2026.

34.2 RENEWAL AND REOPENING OF AGREEMENT

The Parties agree this Agreement will be automatically renewed and will continue in force and effect after June 30, 2026 except as limited or prohibited by State law.

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

CARSON CITY

By Lori Bagwell
Lori Bagwell Mayor

Date: 12/2/21

CARSON CITY EMPLOYEES ASSOCIATION

By
Uriah Wise, President

Date: Dec 2nd 2021

ATTEST:

Aubrey Rowlatt
Aubrey Rowlatt, Clerk/Recorder

Attachment A

CCEA Bargaining Unit Position Titles and Grades

Administrative & Operations Support

Grade A101/A102

Office Assistant

Grade A201/A202

Accounting Clerk
Cook
Landfill Gate Attendant
Library Assistant
Office Specialist
Parks Maintenance Worker 1
Public Guardian Case Manager Trainee

Grade A301/A302

Accounting Technician
Alternative Sentencing Lab Technician
Alternative Sentencing Specialist
Building Maintenance Worker
Business License Specialist
Juvenile Cook
Parks Maintenance Worker 2
Senior Landfill Gate Attendant
Senior Library Assistant
Senior Office Specialist
Sewer Technician 1
Sheriff Support Specialist
Street Technician 1
Parks Irrigation Specialist
Utility Billing Specialist
Water Meter Technician 1
WIC Program Specialist

Administrative & Operations Support (continued)

Grade A401/A402

Administrative Assistant
Culinary Coordinator
Evidence Custodian
Head Lifeguard
Human Services Case Manager
Open Space Maintenance Coordinator
Parks Maintenance Coordinator
Parks Shop Coordinator
Payroll Administrator
Public Health (PH) Communications Specialist
Public Guardian Case Manager
Public Meetings Clerk
Recordation Technician
Senior Permit Technician
Victim/Witness Coordinator
Victim/Witness Coordinator SO
Volunteer Coordinator
Water Meter Technician 2
Workforce Program Case Manager

Technicians & Trades

Grade T101/T102

Engineering Technician
GIS Specialist
Legal Assistant
Park Ranger
Range Coordinator
Recreation Program Coordinator
Sewer Technician 2
Sports Field Coordinator
Streets Technician 2
Wastewater Plant Operator 1
Water Distribution Technician 1
Water Production Operator 1

Technicians & Trades (continued)

Grade T201/T202

Assistant Planner
Communications Technician
Compliance Officer
Construction Inspector, PW
Document Control Specialist
Electrical Instrument & Controls Technician
Environmental Control Officer
Fleet Services Technician
Instrumentation Technician
IT Systems Technician
Landfill Worker
Prevention Programs Coordinator
Property Appraiser
Public Health Investigator
Public Health Program Specialist
Public Safety Communications Operator
Senior Deputy Coroner
Senior Laboratory Technician
Senior Legal Assistant
Senior Public Meetings Clerk
Sewer Technician 3
Street Technician 3
Systems Technician
Traffic Systems Technician
Trails Coordinator
Transit Coordinator
Wastewater Plant Mechanic
Wastewater Plant Operator 2
Water Distribution Technician 2
Water Production Operator 2

Technicians & Trades (continued)

Grade T301/T302

Civil Engineering Designer
Environmental Health Specialist 1
Senior Construction Inspector
Senior Environmental Control Officer
Senior Fleet Services Technician
Senior Instrumentation Technician
Senior Property Appraiser

Senior Sewer Technician
Senior Street Technician
Senior Traffic Systems Technician
Senior Wastewater Plant Mechanic
Skilled Trades Technician

Warehouse Supply Coordinator
Wastewater Plant Operator 3
Water Distribution Technician 3
Water Production Operator 3

Grade T401/T402

Senior Water Distribution Technician
Wastewater Plant Operator 4
Water Production Operator 4

Grade T501/T502

Electrical Communications Foreman
Environmental Control Foreman
Fleet Services Foreman
Landfill Foreman
Radio Communications Foreman
Sewer Operations Foreman
Streets Operations Foreman
Traffic Systems Foreman
Water Distribution Foreman
Water Meter Operations Foreman
Water Production Foreman

Professionals

Grade P101/P102

Accountant
Environmental Health Specialist 2
GIS Analyst
Grant and Fiscal Analyst
Grant Analyst
Investigator- DA
Librarian
Public Health Preparedness Planner
Public Safety Communications Supervisor

Grade P201/P202

Assistant Project Manager
Associate Planner
Criminalist
DUI Case Manager
Grants Administrator
Public Health Nurse
Transportation Planner/Analyst

Supervisors

Grade S101/S102

Supervising Criminalist
Victim Witness Program Administrator

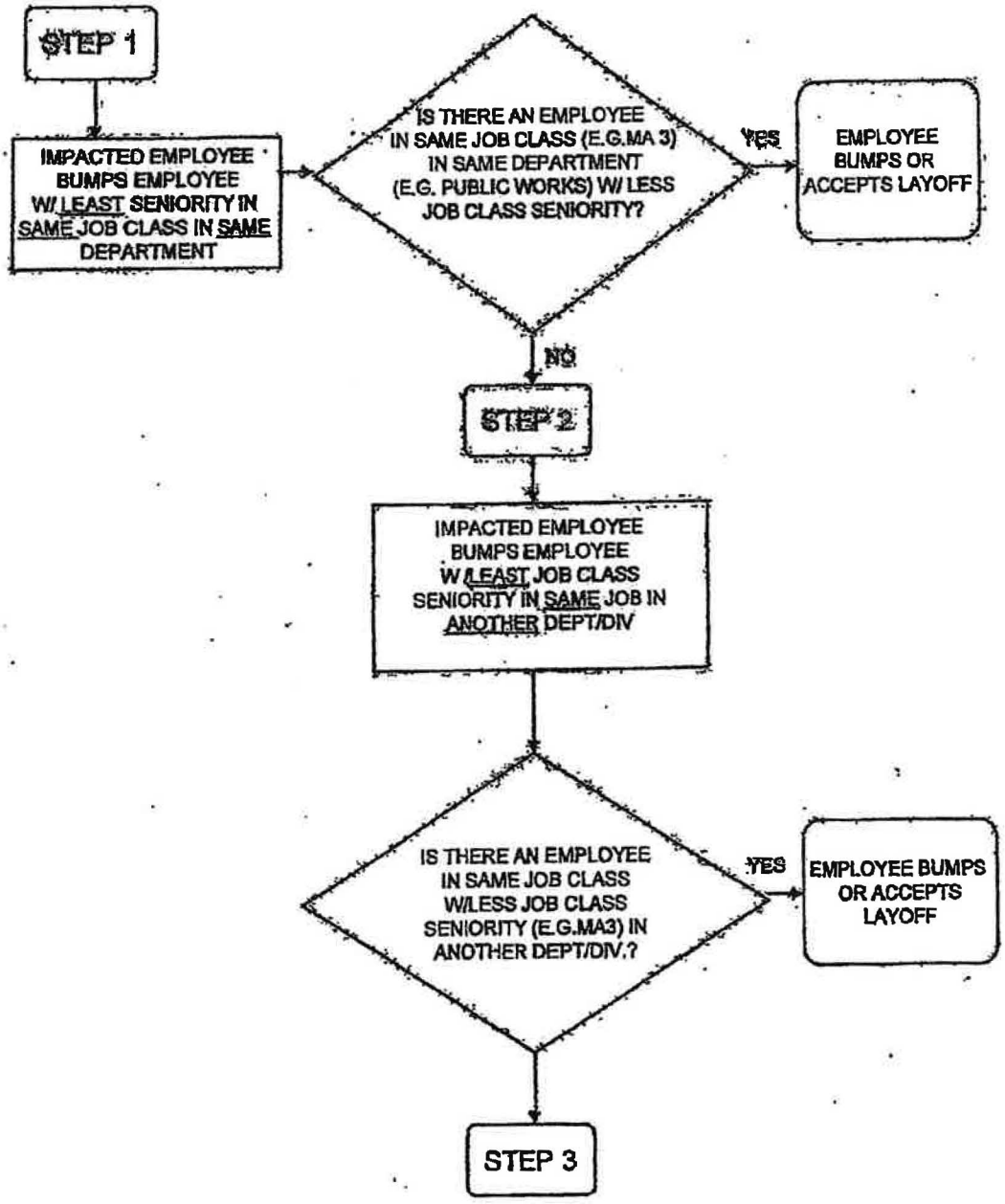
Managers

Grade M101/M102

Chief Property Appraiser

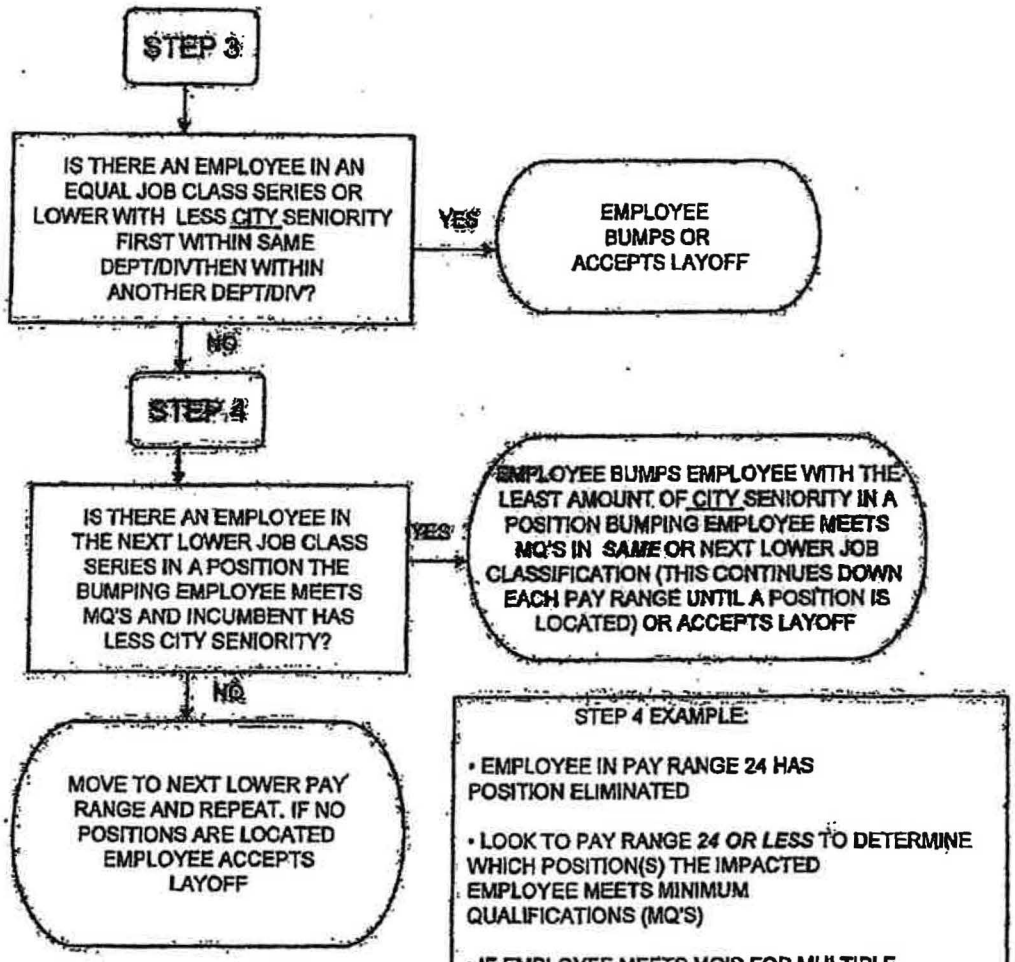
Attachment B

CCEA BUMPING FLOW CHART



This attachment does not apply to grant funded or special funded positions. Grant funded and special funded positions do not have bumping rights.)

CCEA BUMPING FLOWCHART



STEP 4 EXAMPLE:

- EMPLOYEE IN PAY RANGE 24 HAS POSITION ELIMINATED
- LOOK TO PAY RANGE *24 OR LESS* TO DETERMINE WHICH POSITION(S) THE IMPACTED EMPLOYEE MEETS MINIMUM QUALIFICATIONS (MQ'S)
- IF EMPLOYEE MEETS MQ'S FOR MULTIPLE POSITIONS, EMPLOYEE BUMPS THE EMPLOYEE IN RANGE *24* WITH THE LEAST AMOUNT OF CITY SENIORITY (AS LONG AS THE BUMPING EMPLOYEE HAS MORE CITY SENIORITY)
- IF NO POSITION IS IDENTIFIED IN RANGE *24*, MOVE TO RANGE *23* AND REPEAT
- IF NO POSITION IS IDENTIFIED IN LOWER PAY RANGES, EMPLOYEE ACCEPTS LAYOFF
- IF BUMPING OCCURS, BUMPED EMPLOYEE BEGINS AT STEP 1 OF THE PROCESS