

**City of Carson City  
Agenda Report**

**Date Submitted:** 11-12-13

**Agenda Date Requested:** 11-21-13

**Time Requested:** 15 minutes

**To:** Board of Supervisors

**From:** Larry Werner, City Manager

**Subject Title:** (For possible action:) Action to approve the collective bargaining agreement between Carson City and the Carson City Employee's Association effective July 1, 2013 to June 30, 2015 and the Addendum between Carson City, District Court, Justice Court and the Employee's Association.

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

**Type of Action Requested:** (check one)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other (specify)

**Does this Action Require a Business Impact Statement:** ☐ Yes ☒ No

**Recommended Board Action:** Having considered the matters raised during the public hearing, I move to approve the collective bargaining agreement between Carson City and the Carson City Employee's Association effective July 1, 2013 to June 30, 2015 and the Addendum between Carson City, District Court, Justice Court and the Employee's Association.

**Explanation for Recommended Board Action:** At the NRS 288.153 Public Hearing (and during the Board's consideration of this agenda item for approval of the collective bargaining agreement), the City Manager is recommending approval by the Board. The parties agreed to keep the current terms and conditions in place with the addition of the following:

- Article 13 Retirement: the parties agree to share in PERS contribution increases.
- Article 14 Salaries: the parties agree to a cost-of-living increase July 1, 2013 0%, January 1, 2014 1%, July 1, 2014 2%.
- Article 17 Annual Leave: the parties agree to a reduction in annual leave accrual beginning July 1, 2014.
- Article 18 Paid Sick Leave: the parties agree that on January 1, 2014, sick leave pay-out will change.
- Article 24 Insurance Benefits: the parties agree to change the dependent subsidy for health, dental, life and vision from a set amount to 65%. In addition, the parties agree to a retirement medical subsidy.

The parties also agreed to make several modifications throughout the contract to clarify provisions of the Agreement. This action also includes approving the Court's Addendum, which addresses management rights, compensation, disciplinary actions, and layoff policy and procedure for court employees. This action also includes approving the Court's Addendum, which addresses management rights, compensation, disciplinary actions, and layoff policy and procedure for court employees.

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


**Fiscal Impact:** \$1,946,946 estimated for the 2 year contract period.

**Explanation of Impact:** The city budgeted a 2% COLA, merits and a fixed dependent medical subsidy in FY 2014. We also used these numbers when we projected FY 2015. The total cost of the CCEA contract assuming these assumptions is \$2,229,553. Based on the actual negotiated contract, the city will be saving almost \$300,000 over the 2 year period based on how the budget and the projections were prepared. Because of the additional retirement medical benefit, we will be transferring 1% of salaries from all funds to the Group Medical Fund to pay for these benefits in the future.

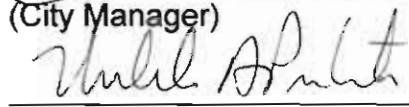
**Supporting Material:** See material attached to the CCEA Public Hearing agenda item- specifically the Agreement between Carson City and the Carson City Employee's Association, July 1, 2013-June 30, 2015.

**Prepared By:** Melanie Bruketta, HR Director/Nick Providenti, Finance Director

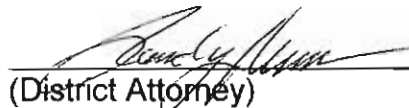
Reviewed By:



(City Manager)



(Finance Director)



(District Attorney)

Date:

11/04/13

Date:

11/12/13

Date:

11/12/13

**Board Action Taken:**

Motion(s):

1)

Aye/Nays

2)

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

1 AGREEMENT  
2 CARSON CITY  
3 and the  
4 CARSON CITY EMPLOYEES ASSOCIATION

5 ~~(July 1, 2012 - June 30, 2013)~~  
6 ~~(July 1, 2013 - June 30, 2015)~~

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8 To be inserted in final non-redlined version

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The following are incorporated into this agreement:

~~Addendum A~~

Schedule A Fiscal Year 13-14 Salary Schedule

Schedule B Fiscal Year and 14-15 Salary Schedule

Attachment 1 Bargaining Unit Position Titles by Salary Grade Level (2012)

Attachment 2 CCEA Bumping Flow Chart

Addendum between CCEA and the First Judicial District Court and the Justice and Municipal Courts

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AGREEMENT

This Agreement is effective July 1, 2013 and is entered into this 20<sup>th</sup> day of November, 2013 entered into this 7<sup>th</sup> day of June, 2012, by and between Carson City, a political subdivision of the State of Nevada, hereinafter referred to as "City", and the Carson City Employees Association, hereinafter referred to as "Association".

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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 I 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 1 Schedule A attached hereto and working more than 1,040 hours per year except for those employees that are:

- a. Unclassified, which includes all positions exempt from overtime pursuant to the Fair Labor Standards Act.

- b. Newly hired persons in a probationary status.
- c. Represented by another Collective Bargaining Agreement.
- d. Hourly recreational employees.

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

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

5 **2.2 PERTINENT INFORMATION**

6 The Association may request reasonable information concerning any subject matter  
7 included in the scope of mandatory bargaining which it deems necessary for and relevant  
8 to collective bargaining, or necessary for the administration or application of this  
9 agreement. The City shall furnish the information requested without unnecessary delay.

10 **2.3 ASSOCIATION BUSINESS**

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

16 **2.4 ASSOCIATION USE OF BUILDINGS**

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

20 **2.5 NOTIFICATION TO ASSOCIATION OF NEW EMPLOYEES**

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

23 **2.6 ASSOCIATION USE OF INTER OFFICE COMMUNICATION FACILITIES**

24 The Association shall have the right to post notices of activities and matters of  
25 Association concern on bulletin boards, at least one of which shall be provided in each  
26 department. The Association shall have the right to use the inter office mail for  
27 Association business.  
28



1 2.7 ADMINISTRATIVE LEAVE

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

7  
8 2.8 RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEE'S

9 When the City and Association agree to conduct negotiations during normal work hours,  
10 the City shall allow release time, with pay, to those employees who are members of the  
11 Association's negotiation committees. Grievance hearings shall be conducted during  
12 normal work hours with release time, with pay, for those employees who are members of  
13 the Association's grievance committee. Release time is separate and distinct from, and  
14 exclusive of Association Leave in Section 2.7. The Association shall notify City Human  
15 Resources Director and City Manager in writing of a maximum of seven employees who  
16 will serve on their negotiation committee, five of whom may attend negotiation sessions  
17 as discussed above.

18 2.9 EXCLUSIVE RIGHTS OF ASSOCIATION

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

22  
23 ARTICLE 3 ASSOCIATION DUES

24  
25 3.1 DUES DEDUCTION AUTHORIZATION

26 The City agrees to deduct Association dues from the employees who authorize the  
27 deduction in writing.  
28

1 3.2 NOTIFICATION AND TRANSMITTAL OF MONIES

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

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

9 3.3 INDEMNIFICATION

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

15  
16 ARTICLE 4 MANAGEMENT RIGHTS

17  
18 4.1 CITY'S RIGHT TO MANAGE

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

26  
27 ARTICLE 5 NONDISCRIMINATION

1  
2 The City will not discriminate against any employee because of race, creed, color,  
3 religion, sex, age, physical or visual handicap, national origin or because of political or  
4 personal reasons or affiliations. The City will not interfere, restrain or coerce any  
5 employee in the exercise of any right guaranteed under this agreement or under the laws  
6 of Nevada or the United States of America. The City will not discriminate in any way  
7 among its employees on account of membership in or activities on behalf of the  
8 Association. The City will not discriminate in regard to hiring, tenure or any term or  
9 condition of employment to encourage or discourage membership in any employee  
10 organization.

11  
12 ARTICLE 6 EMPLOYEE RIGHTS

13  
14 6.1 CIVIC, JUDICIAL AND QUASI-JUDICIAL DUTY

15 An employee called to appear for legal proceedings before any judicial or quasi-judicial  
16 or administrative tribunal, as a result of a job related incident or in the course of  
17 performance of employment obligation or for jury duty, shall be granted administrative  
18 leave and shall not lose compensation for responding or participating in such proceedings.  
19 Such leave shall include appearances as a witness or as a juror for jury duty, and any  
20 witness or juror fees received shall be paid over to the City.

21 6.2 PERSONAL LIFE

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

24 6.3 APPEARANCES BEFORE EMPLOYER

25 Upon request, an employee shall be entitled to have a representative of the Association  
26 present during any appearance before the City or its agents concerning any matter which  
27 could adversely affect the employee's position, employment, salary, or any increments  
28

1       pertaining thereto.

2       6.4   JUST CAUSE

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

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

9       6.5   UNIFORM APPLICATION OF RULES AND REGULATIONS

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

13      6.6   STATE AND FEDERAL RIGHTS

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

18  
19                               ARTICLE 7 LONGEVITY

20  
21      7.1   LONGEVITY PAYMENT AND ELIGIBILITY

22      Effective July 1, 2003, a longevity benefit is available to eligible bargaining unit  
23      employees. The first longevity eligibility determination will occur at the end of the last,  
24      complete pay period that occurs before the first semi-annual longevity payment is paid  
25      out in the first payday in December, 2003. The next longevity eligibility determination  
26      will occur at the end of the last, complete pay period that occurs before the first semi-  
27      annual longevity payment is paid out in the first payday in June, 2004. This process of  
28

1 eligibility determination and longevity payment payout will continue semi-annually  
2 thereafter in the first payday in December and June of each fiscal year.

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

Completed	Semi-Annual	Total
1-5	none	
6	100.00	200.00
7	150.00	300.00
8	200.00	400.00
9	250.00	500.00
10	300.00	600.00
11	350.00	700.00
12	400.00	800.00
13	450.00	900.00
14	500.00	1000.00
15	550.00	1100.00
16	600.00	1200.00
17	650.00	1300.00

18	700.00	1400.00
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 the Agreement who have had a break in service [i.e., separation, resignation, termination, retirement, etc.], 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 7.1(C).
- 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. That is, periods of regular continuous seasonal, part-time or intermittent employment will be credited on a regularly scheduled, paid-hour

1 basis. Employees who, during their regular continuous employment period with  
2 the City, have periods of regular service that is less than full-time (40 hours per  
3 week) must complete at least 1900 hours in a pay status to be credited with a full  
4 year of continuous service.

5 **7.2 OTHER REQUIREMENTS FOR LONGEVITY PAY**

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

18  
19 **ARTICLE 8 EMPLOYEE WORK SHIFT AND WORKWEEK**

20  
21 **8.1 STANDARD WORK SHIFT**

- 22 a. The City shall determine the regularly scheduled work shift based upon  
23 operational needs and demand for services.  
24 b. In the event the City decides to change a regularly scheduled work shift, the City  
25 shall provide 15 days advance notice to and discussion with the Association and  
26 affected employees.

27 **8.2 STANDARD WORKWEEK**

- 1
- 2 a. Regular full-time employees' regularly scheduled workweek shall be 40 hours.
- 3 The City shall have the right to modify its pay period for employees who are
- 4 regularly assigned to a "3-12s plus an 8" work schedule, so long as the adjustment
- 5 is consistent with the Fair Labor Standards Act. Specifically, the parties recognize
- 6 that a "pay period" can be any continuous 168 hour period, and it may be different
- 7 for bargaining unit members based on their regular work schedule, and whenever
- 8 an employee works over 40 hours in such 168 hour period he/she is entitled to be
- 9 paid overtime for all hours worked over 40. However, the City shall not adjust
- 10 the pay period once it has been set simply to avoid the payment of overtime.
- 11 b. Regular part-time employees' regularly scheduled workweek shall be not less than
- 12 21 hours.
- 13 c. This section does not establish nor should it be understood to establish a
- 14 guaranteed work week for employees covered by this Agreement but defines the
- 15 basic workweek for purposes of a subject of mandatory negotiation and overtime.

16 **8.3 REST PERIOD**

- 17 a. Employees' shall receive a 15 minute rest period for each four hours worked.
- 18 b. Insofar as workload and staffing permit and subject to approval of the employee's
- 19 supervisor, the City agrees to allow employees to accumulate their two allotted
- 20 15-minute rest periods daily and to allow employees to utilize said rest periods in
- 21 conjunction with their allotted lunch period. It is agreed that such utilization must
- 22 occur during the current shift and may not be utilized on a subsequent shift.

23

24 **ARTICLE 9 OVERTIME**

25

26 **9.1 COMPUTING OVERTIME**

- 27 a. "Working hours" means the time an employee is required to be on duty, or on
- 28



1 the employer's premises, or at a prescribed work place and time during which  
2 he is permitted to work.

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

5 b. Full-time employees who work in excess of their assigned work shift shall be paid  
6 time and one half (1.5) their regular hourly rate unadjusted for retirement for the  
7 excess hours. Such employees shall also be entitled to shift differential in  
8 accordance with the provisions of Article 14, §14.6.

9  
10 d. Employees who work in excess of 40 hours per week shall be paid time and one  
11 half (1.5) their regular hourly rate unadjusted for retirement for the excess hours.  
12 Such employees shall also be entitled to shift differential in accordance with the  
13 provisions of Article 14, §14.6

14 9.2 COMPENSATORY TIME OFF

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

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

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

22 d. At the election of the employee, all or part of the accumulated compensatory time  
23 may be paid to the employee on the first pay day in July and on the first pay day in  
24 December of each fiscal year, up to a maximum of 120 hours in any one fiscal year.

25 ~~e. — Effective upon ratification of this contract, compensatory time off must be used~~  
26 ~~within nine months of accrual earning of the compensatory time or the City shall pay the~~  
27 ~~employee for the accrued earned compensatory time on the next regularly scheduled~~  
28 ~~paycheck. However, any compensatory time earned by an employee at the time of~~

1 ~~ratification of this contract in 2008 will not be subject to the above requirement, but will~~  
2 ~~be subject to use at the election of the employee, subject to normal restrictions on use of~~  
3 ~~annual leave.~~

4 9.3 EMPLOYEES WORKING ON SEVEN-DAY OPERATIONS

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

10 9.4 ASSIGNMENT FOR OVERTIME WORK

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

16  
17 ARTICLE 10 PROBATIONARY PERIOD

18  
19 ———All new employees shall serve a probationary period up to 12 months. Such  
20 employees are not subject to this Agreement and may be laid off or discharged during this  
21 period for any reason. After such trial period, an employee shall be deemed to be a  
22 regular employee, and shall acquire seniority from their first date of hire. Probationary  
23 employees shall not be subject to the terms of this Agreement unless expressly provided  
24 herein.

25 ———Probationary periods may be extended for not more than 3 months by mutual  
26 agreement.

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1 ARTICLE 11 HOURLY EMPLOYEES

2  
3 11.1 EMPLOYMENT STATUS

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

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13 ARTICLE 12 GRIEVANCE

14  
15 12.1 DEFINITIONS

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

25 12.2 RIGHTS TO REPRESENTATION

26 With the consent of the affected employee, at least one Association representative may be  
27 present for any meeting, hearing, appeal, or other proceeding between the City and the  
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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. The Association may process such a grievance through all levels of the procedure unless the individual aggrieved person does not wish to do so.

When it is necessary for the 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, in order to do so.

#### 12.3 INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any employee having 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. Name of the aggrieved person(s); the Department of the person(s); a short, concise statement of the grievance which identifies the section of the contract, rule, regulation, or law alleged to have been violated; the action requested and/or relief sought; and date the grievance was filed.

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

Failure to respond at any supervisory level within five days will result in the award being granted to the grievant unless the total direct cost of the grievance is greater than \$250.00 or unless the delay is caused by the absence or unavailability of a person critical to the determination of the grievance. If the total annual direct cost of the grievance is greater

1 than \$250.00, the failure to respond at any supervisory level within five days will result in  
2 the grievance being automatically moved to the next step. Direct cost shall not include  
3 the City's overhead in processing or responding to the grievance.

4 STEP I

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

10 STEP II

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

23 STEP III -- BINDING ARBITRATION

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

2 Within 10 days after such written notice of submission to arbitration, the City and the  
3 Association will attempt to agree upon a mutually acceptable arbitrator, and to obtain a  
4 commitment from such arbitrator to serve. If the parties are unable to agree upon an  
5 arbitrator, or to obtain such a commitment within the 10 day period, a request for a list of  
6 arbitrators may be made by either party to the Federal Mediation and Conciliation  
7 Service. Within five days of receipt of the list, each party shall alternately strike names  
8 from the list, and the name remaining shall be the arbitrator. The arbitrator shall consider  
9 the grievance and render a decision which shall be final and binding upon the parties  
10 without recourse except as provided by law.

11 12.5 ARBITRATION COSTS

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

16 12.6 JURISDICTION OF THE ARBITRATOR

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

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

27 12.7 EXCEPTIONS TO TIME LIMITS

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

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

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

8 12.8 COOPERATION OF THE EMPLOYER AND ASSOCIATION

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

15 12.9 PERSONNEL FILES

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

18  
19 ARTICLE 13 RETIREMENT

20  
21 Effective July 1, 2014, if PERS or the Nevada State Legislature takes any single action to  
22 increase the total contribution rate for the Regular Employee's Retirement Fund in an  
23 amount of 1.5% or less, Carson City will pay one half of the increase up to .75%, and the  
24 Employee's salary will be reduced by one half of the increase up to .75%, however,  
25 Carson City will increase the Employee's salary on the effective date of the reduction in  
26 salary in an amount equal to the reduction made to the Employee's salary.  
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1 Effective July 1, 2014, if PERS or the Nevada State Legislature takes any single action to  
2 increase the total contribution rate for the Regular Employee's Retirement Fund in an  
3 amount that exceeds 1.5%, Carson City will pay one-half of the increase and the  
4 Employee's salary will be reduced by one-half of the increase, however, Carson City will  
5 increase the Employee's salary .75% on the effective date of the reduction. (Any amount  
6 over 1.5% will be split equally between Carson City and the employee.)

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

#### 12 13 ARTICLE 14. COMPENSATION

##### 14 15 14.1 SALARIES

- 16 a. Effective July 1, 2012, (FY 2013) Employees will be eligible to receive a merit  
17 increase but not a cost of living increase. Effective July 1, 2013, all employees  
18 regularly occupying positions covered by the bargaining agreement will receive a  
19 3.000% increase in their base salary. On July 1, 2013, all of the salary ranges  
20 covered by the agreement will be increased by 3.000% over the rates in effect on  
21 June 30, 2013. These new rates are listed in Schedule A for FY 2013-2014.
- 22 b. Effective January 1, 2014, all employees regularly occupying positions covered by  
23 the bargaining agreement will receive a 1% increase in their base salary. On  
24 January 1, 2014, all of the salary ranges covered by the agreement will be  
25 increased by 1% over the rates in effect on July 1, 2013. These new rates are  
26 listed in Schedule A for FY 2013-2014.
- 27 b. Effective July 1, 2014, all employees regularly occupying positions covered by the  
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bargaining agreement will receive a ~~3.00~~2.0% increase in their base salary. On July 1, 2014, all of the salary ranges covered by the agreement will be increased by ~~3.00~~2.0% over the rates in effect on June 30, 2014. These new rates are listed in Schedule B for FY 2014-2015.

#### 14.2 MERIT INCREASE

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

- a. Employees who, at the end of their initial probation, is rated as "meets expectations" will receive a 2.0% pay increase, and a person who is rated "above expectations" will receive a 3.5% pay increase, and a person who is rated as "outstanding" will receive a 5.0% pay increase.
- b. Upon each successive anniversary date, on the recommendation of the appointing authority, annual merit increases may be granted to employees in recognition of receiving the following overall performance ratings of duties assigned to their position: a 2.0% pay increase in recognition of an overall "meets expectations" rating; a 3.5% pay increase in recognition of an overall "above expectations" rating; a 5.0% pay increase in recognition of an overall "outstanding" rating.

#### 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 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

1 be granted and paid from that date.

2 14.4 BASIS OF EVALUATION

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

5 14.5 STANDBY PREMIUM PAY

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

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

15 14.6 SHIFT DIFFERENTIAL

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

21 14.7 CALLBACK PAY

22 a. CALL-BACK PAY

- 23 1. Employees with an effective date of membership into the Nevada Public  
24 Employee's Retirement System on or before June 30, 2008.
  - 25 a. Call-back pay is defined as compensation earned for returning to  
26 duty after a member has completed his regular shift, is off duty for  
27 any period of time, and is requested to return to duty with less than  
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1 12 hours' notice.

2 b. Scheduling the 12-hour rule set forth in subsection (a) will be  
3 activated by the electronic call-out required for the shift scheduling  
4 from the City. Any electronic response system must comply with the  
5 12-hour rule and not allow the employee call-in response to govern  
6 notification for purposes of the 12-hour rule.

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

13 2. Employees with an effective date of membership into the Nevada Public  
14 Employee's Retirement System on or after July 1, 2008.

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

23 b. "Emergency" means a sudden, unexpected occurrence that  
24 involves clear and imminent danger and requires immediate action  
25 to prevent or mitigate the endangerment of lives, health, or  
26 property. Such an emergency must be declared by the governing  
27 body.  
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1 c. Scheduling the 12-hour rule set forth in subsection (a) will be  
2 activated by the electronic call-out required for the shift scheduling  
3 from the City. Any electronic response system must comply with  
4 the 12-hour rule and not allow the employee call-in response to  
5 govern notification for purposes of the 12-hour rule.

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

12 3. Employees with an effective date of membership into the Nevada Public  
13 Employee's Retirement System on or after January 1, 2010

14 a. Returning to duty within 12 hours after one's regular working  
15 hours to respond to an emergency.

16 b. "Emergency" means a sudden, unexpected occurrence that is  
17 declared by the governing body to involve clear and imminent  
18 danger and require immediate action to prevent and mitigate the  
19 endangerment of lives, health or property.

20  
21 b. An employee who is called back to work before or after his regular work schedule  
22 shall receive a minimum of two hours pay at the rate of one and one half (1.5)  
23 times the current contract salary. An employee who has returned home and is out  
24 of service after a call-back shall receive a minimum of two hours pay at the rate of  
25 one and one half (1.5) times the current contract salary for each successive call-  
26 back up to a maximum of eight call-backs in a 16-hour period or 12 call-backs in  
27 a 24-hour period. An employee who receives a successive call-back prior to  
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1 returning home and going out of service shall not receive call-back pay for the  
2 successive call-back, but shall receive pay at time and one half for all hours  
3 worked.

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

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

11 14.8 COURT TIME

12 An employee who appears to testify pursuant to a subpoena in any criminal/civil court or  
13 administrative proceeding that is required as a result of the employee's job shall receive  
14 his/her regular salary during the period of court or administrative proceeding or pretrial  
15 conference. If said court or administrative proceeding is during the employee's regular  
16 time off, and in the event that the employee's schedule cannot be changed to  
17 accommodate court schedules, he/she shall be entitled to a minimum of three (3) hours  
18 overtime pursuant to Article 9 if said employee has already worked in excess of forty  
19 hours a week during the time scheduled for said court testimony. The employee must first  
20 obtain his/her supervisor's written approval in order to be eligible for overtime for any  
21 pretrial conference. Employees subpoenaed to testify shall tender any witness fees  
22 received to the City. Employees who testify pursuant to a subpoena during the  
23 employee's regular time off shall not be entitled to call back pursuant to Article 14.7. If  
24 the subpoena is canceled or the order to testify rescinded prior to the off duty employee's  
25 departure for his/her court appearance, there shall be no entitlement to overtime pursuant  
26 to this Article. Any alternative work schedule provided in order to accommodate the  
27 employee's attendance at any court or administrative proceeding or pretrial conference is  
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not subject to the provisions of Article 8.1.

## 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 an employee has been ordered, directed, required, or requested by a supervisor to perform additional responsibilities. It is agreed that an employee must perform all assigned additional responsibilities to be eligible for responsibility pay.

### 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 3 times per week shall receive 2.5% of the employee's base salary for time in such an assignment. The employee's department head has the final authority to determine whether the use of Spanish is expected. The City may require testing to determine whether the 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 in any department by the Department Director, 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 rescinding of the assignment as a trainer is solely at the discretion of the Department Director 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 Years 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

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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 (Pay for Work on Holiday). The non-standard workweek employee shall ~~not accrue~~ 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 the employee's regular hourly wage for the number of hours in his regular workday.

Such computation will be exclusive of shift differential and 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 hours worked.

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

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

c. The parties recognize contributions to the Public Employees' Retirement System



(PERS), must be made in accordance with the definition of "Compensation" contained in NRS 286.025(1). "Holiday Pay" is defined in the Nevada Administrative Code 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." (PERS policy 1.28.) Therefore, the parties agree the City shall be required to comply with said statute and regulation and policy, and to make contributions to PERS only when an employee actually works on a holiday as stated in Section 16.1 of this Article.

#### ARTICLE 17 ANNUAL LEAVE

##### 17.1 COMPUTATION OF VACATION DAYS

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

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

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

- b. Effective July 1, 2014, 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
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_____	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 280 unused vacation hours will be allowed to ~~accrue~~ accumulate from year to year. ~~Accrued~~ Earned annual leave in excess of 280 hours must be taken prior to January 1 of each year, or such excess may be forfeited. An employee who has ~~accrued~~ earned annual leave in excess of the maximum specified above and who, through no fault of his/her own, is unable to use such excess annual leave prior to January 1st 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 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 service unless employed six months or more.

#### 17.4 EMPLOYEES BECOMING ILL WHILE ON VACATION

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

### ARTICLE 18 SICK LEAVE AND OTHER LEAVES OF ABSENCE

18.1 PAID SICK LEAVE

- a. Starting from the date of hire, full-time employees hired shall ~~accrue~~ <sup>earn</sup> 1-1/4 days of sick leave each month, to a maximum of 15 days per year, at full salary, 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.
- b. Unused days of sick leave each year will be allowed to accumulate without limit for use purposes.
- c. ~~Employees may not use accumulated sick leave until completion of six months of continuous employment.~~
- d. 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.
- e. When absence is due to the employee's personal illness, the employee does not have 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. Where the City has reasonable cause to believe sick leave is being abused, it 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.
- f. For purposes of sick leave, immediate family shall include spouse, significant other, parent, brother, sister, child, stepchild residing with employee, grandparent or grandchild or corresponding relation by affinity. Family sick leave shall be limited to eighty (80) hours per fiscal year unless excess amount is approved by the employee's Department Director, or the Department Director's designee. Prior to any family sick leave being approved, the employee shall contact the

1 employee's Department Director, or the Department Director's designee, orally or  
2 in writing within one day of employee returning to work stating the reason for  
3 using family sick leave. For purposes of this section "in writing" shall include the  
4 use of the standard Carson City leave slip.

5 fg. Regular full-time employees hired after July 1, 1989 shall ~~accrue~~ ~~earn~~ sick leave  
6 at the rate of 6 hours per month for the first year.

7 gh. After 1 year of continuous employment, regular full-time employees hired after  
8 July 1, 1989 shall ~~accrue~~ ~~earn~~ sick leave at the rate of 10 hours per month.

9 hi. For regular full-time employees hired after July 1, 1989 sick leave shall ~~accrue~~  
10 ~~earn~~ up to a maximum of 120 hours per year, at full salary, and shall be used for  
11 personal illness or disability, personal medical appointments, quarantine or  
12 communicable disease, maternity, paternity, adoption, or illness, disability or  
13 communicable disease in the immediate family.

14 ij. Paragraphs (b) through (f) of this section shall apply to all regular full-time  
15 employees whether hired prior to or after July 1, 1989.

16 18.2 COMPENSATION FOR UNUSED SICK LEAVE

17 a. Effective July 1, 2013 to December 31, 2013, uUpon death, retirement or  
18 termination after 10 years of satisfactory service, employees or beneficiaries shall  
19 receive compensation for a maximum of 720 hours of ~~accrued~~ ~~earned~~ unused sick leave  
20 on the basis of one hour for every three hours (33 1/3%) at the employee's regular hourly  
21 rate of pay unadjusted for retirement. As an alternative to cash payoff described above,  
22 upon retirement after 10 years of satisfactory service, employees may elect in writing to  
23 utilize a maximum ~~of~~ ~~of 720~~ hours of ~~accrued~~ ~~earned~~ unused sick leave on the basis of  
24 one hour for every three hours (33 1/3%) at the employee's regular hourly rate of pay  
25 unadjusted for retirement to pay for the employee's premium for post-retirement group  
26 health insurance. If used for post-retirement medical insurance, the sick leave will be  
27 given a present value on the effective date of the Nevada PERS retirement based on one  
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third (1/3) of earned sick leave up to a maximum of 720 hours (ie. 240 hours) and will be accounted for by the City in a non-cash, non-interest bearing account in the employee's name to pay for the employee's premium for post-retirement medical insurance from the City approved group insurance plan at the then-existing premium in effect at the time of the monthly premium payment. The employee's account will be automatically debited monthly and will automatically expire when exhausted or when the retiree dies or becomes covered by another group or private health insurance policy or Medicare. The employee/retiree is liable for any premium payments once his/her account is exhausted. The employee will be notified by the City at least one month before the account will be exhausted. The employee/retiree remains solely liable for any premiums for qualified dependents if allowed by the terms of the City group health insurance policy. If the employee elects cash payment, he/she waives post-retirement conversion of sick leave to pay for post-retirement health insurance. If the employee elects post-retirement conversion of sick leave, he/she waives any cash payoff for ~~accrued earned~~ sick leave.

bb. Effective January 1, 2014, Employees, upon death or retirement having a minimum of 400 hours of earned sick leave and the below listed years of Carson 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%
<u>25 plus</u>	100%

e. ~~In addition to the compensation for unused sick leave described in paragraph 18.2 (b), an employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System (PERS) and applicable law, may, at his or her option convert unused sick leave into service credit under PERS at the rate of~~

1 ~~one hour of service credit for one hour of sick leave, subject to the following~~  
2 ~~conditions and limitations:~~

- 3 ~~1. Employees must maintain a balance of at least 400 hours of unused sick~~  
4 ~~leave to be eligible to convert sick leave into retirement service credit.~~  
5 ~~Earned, unused sick leave in excess of 400 hours may be converted into~~  
6 ~~retirement service credit.~~
- 7 ~~2. An employee's conversion of unused earned sick leave into retirement~~  
8 ~~service credits shall be in increments of at least eight hours, subject to a~~  
9 ~~maximum annual limit of 280 hours.~~
- 10 ~~3. Employees desiring to convert unused earned sick leave into retirement~~  
11 ~~service credits shall submit a written request, on a form approved by the~~  
12 ~~City, to the Department Director and City Manager on or before December~~  
13 ~~1, of the year for which he or she seeks credit. If the employee meets all~~  
14 ~~the conditions set forth in this section, then the City shall deduct the~~  
15 ~~designated amount of sick leave from the employee's account and proceed~~  
16 ~~to purchase retirement service credits from PERS in an amount equal to~~  
17 ~~the number of hours elected to be converted by the employee.~~

18 18.3 WORKER'S COMPENSATION LEAVE

19 Absence due to injury incurred in the course of employment and deemed to be  
20 compensable, will not be charged against an employee's sick leave for a period not to  
21 exceed sixty (60) calendar days from the date of injury. During this time, the City will  
22 provide full salary to the employee upon the condition that the employee shall endorse  
23 and deliver to the City any Worker's Compensation received pursuant to NRS Chapters  
24 616 and 617.

- 25 a. Upon the expiration of sixty (60) calendar days, if the employee is still unable to  
26 work, ~~accrued earned~~ compensatory time shall be used to supplement Workers'  
27 Compensation benefits in order to receive fully salary. Such ~~accrued earned~~  
28

compensatory time shall be charged only to the extent not reimbursed by Workers' Compensation.

b. When ~~accrued earned~~ compensatory time has been exhausted, if the employee is still unable to work, ~~accrued earned~~ sick leave shall be used to supplement Workers' Compensation benefits in order to receive full salary. Such ~~accrued earned~~ sick leave shall be charged only to the extent not reimbursed by Workers' Compensation.

c. When ~~accrued earned~~ sick leave has been exhausted, if the employee is still unable to work, ~~accrued earned~~ annual leave shall be used to supplement Workers' Compensation benefits in order to receive full salary. Such ~~accrued earned~~ annual leave shall be charged only to the extent not reimbursed by Workers' Compensation.

d. When ~~accrued 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 ~~accrued 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 said 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 shall continue to receive his regular salary and benefits provided under this Agreement. Such light duty may be temporary and need not be in an authorized position. An

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

11 18.4 ACCOUNTING OF ACCRUED EARNED SICK LEAVE

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

14 18.5 WELL DAYS

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

22 18.6 CATASTROPHIC LEAVE

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

27 "Lengthy Convalescence" means a period of disability which an attending  
28



1 physician determines will exceed 10 weeks.

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

4 2. Establishing the catastrophic leave account.

- 5 a. The City Manager ~~may shall~~ may establish an account for catastrophic  
6 leave for all City employees.
- 7 b. An employee may request, in writing that a specified number of hours of  
8 his/her ~~accrued~~ earned sick leave be transferred from his/her account to the  
9 catastrophic leave account.
- 10 c. An employee may not transfer to the catastrophic leave account any hours  
11 of sick leave, if the balance in his/her account after the transfer is less than  
12 240 hours. Sick Leave will be transferred at the rate of one hour for one  
13 hour credit donated.
- 14 d. The maximum number of hours which may be transferred by an employee  
15 in any one calendar year is 100. The minimum number of hours which  
16 may be transferred in any calendar year is 24 hours. Leave will be placed  
17 in a pool, however, the employee may transfer hours to the catastrophic  
18 leave account for use by a particular City employee who is eligible to  
19 receive the donation.
- 20 e. Any hours of sick leave which are transferred from any employee's  
21 account to the catastrophic leave account may not be returned or restored  
22 to that employee. This subsection does not prevent the employee from  
23 receiving leave pursuant to section 4 of this Article.

24 3. Request for catastrophic leave.

- 25 a. An employee who is himself affected by a catastrophe as defined in  
26 Section 1, may request, in writing, that a specified number of hours of  
27 leave be transferred from the catastrophic leave account to his/her account.  
28

The maximum number of hours that may be transferred to an employee pursuant to this section is 320 per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes which befall the employee.

b. The request must include:

- (1) The employee's name, title and classification; and
- (2) A description of the catastrophe and the expected duration of that catastrophe.

c. An employee may not receive any leave from the catastrophic leave until he/she has used all his/her ~~accrued~~ earned annual, sick and other paid leave.

d. An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

4. Approval of transferring the catastrophic leave.

a. The City Manager or his designee, may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of an employee who is eligible to receive such leave.

b. The decision of the City Manager or his designee concerning the approval of leave pursuant to subsection 1 is subject to the grievance procedure to determine whether the denial was arbitrary, capricious or discriminatory.

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

a. The City Manager or his designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure,

1 judicial review or review by the Board of Supervisors.

- 2 b. The City Manager or his designee shall not grant any hours of leave from  
3 the catastrophic leave account after:

4 (1) The catastrophe ceases to exist; or

5 (2) The employee who is receiving the leave resigns or his/her  
6 employment with the City is terminated.

- 7 c. Any leave which is received from the catastrophic leave account which  
8 was not used at the time the catastrophe ceases to exist or upon the  
9 resignation or termination of the employment of the employee must be  
10 returned to the catastrophic leave account.

11 6. Maintenance of records on catastrophic leave.

- 12 a. Human Resources shall maintain the records and report to the City  
13 Manager any information concerning the use of a catastrophic leave  
14 account to evaluate the effectiveness, feasibility and the cost to carry out  
15 this provision.

16 7. Employee: Definition

- 17 a. The term "employee" as used in this policy includes all regular City  
18 employees who are eligible to earn or accrue and use sick leave.

19 8. Substantiation of Catastrophic Condition

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

24  
25 ARTICLE 19 OTHER LEAVE

26  
27 19.1 MATERNITY-PATERNITY-ADOPTION LEAVE

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

4 The length of the maternity leave of absence, including the date on which the leave shall  
5 commence and the date on which the employee shall resume duties, shall be determined  
6 by the employee in consultation with her physician. The City's approval is required but  
7 will not be unreasonably withheld. The parties agree that this benefit will not diminish or  
8 be in excess of those employee/management rights under the Federal Family Medical  
9 Leave Act of 1993.

10 19.2 BEREAVEMENT LEAVE

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

15 19.3 LEAVE FOR CIVIC DUTIES

16 Temporary leave at full salary will be provided to each employee for jury duty, court  
17 appearances or administrative proceedings arising out of the employee's employment,  
18 Selective Service examinations, military reserve training and voting. Employees  
19 subpoenaed or otherwise required to appear in court or at administrative proceedings  
20 arising out of their employment and which appearances occur outside their regularly  
21 scheduled shift shall be paid one and one half times their regular rate of pay for the time  
22 spent at such appearances. Juror or witness fees received by the employee shall be  
23 returned to the City.

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

26 19.4 LEAVE OF ABSENCE WITHOUT PAY

27 a. A leave of absence without pay may be granted to a regular employee for a period  
28

not to exceed 30 working days in any calendar, upon the approval the Department Director.

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

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

d. Upon return from a leave of absence under this section, the 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

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

~~Other personal wearing apparel will not be paid for by the City. Initial and replacement allowances will be made at no cost to the employee, when such replacements are necessary because of wear. City will furnish protective apparel and/or equipment required for the employee to perform the 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 apparel required to be worn for purposes of health or safety, City shall, at no cost to the employees, supply any uniforms they are required to wear and make necessary and reasonable replacement thereof.~~

~~———— City shall bear the cost of repairing such uniforms when damaged in the performance of duty. The employee shall be liable for any loss or damage caused by his negligence. Such uniforms will remain the property of City at all times. In addition to any issued protective apparel and/or equipment, City shall, at no cost to the employee, supply the required uniform. Replacement of the uniform will be made at no cost to the employee when it is necessary because of normal wear or when damaged in the course and scope of employment. The 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 the employee, are property of the City.~~

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20.4 TOOL ALLOWANCE

- a. City will furnish all hand tools used by the 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

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1 store their tools in a locked City facility or locked City vehicle shall be afforded  
2 replacement of such tools at the City's expense in the event of a major casualty or  
3 loss due to destruction or vandalism, unless such loss is the result of the  
4 employee's negligence. In the event of a major casualty loss due to destruction or  
5 vandalism of a building or City vehicle where employees' tools are stored, the  
6 City shall replace such loss of tools, at no cost to the employee.

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

9 **20.5 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY**

10 Upon approval of the Department Director, the employer shall reimburse an employee for  
11 the costs of repairing or replacing watches or prescription eyeglasses/contact lenses which  
12 are lost, damaged, or stolen while the employee is in the performance of his or her duties,  
13 within thirty (30) days of notification to the Department Director as follows:

- 14 a. Watches up to \$50.00  
15 b. Prescription eyeglasses/contact lenses up to 50% of repair or replacement cost up  
16 to a maximum of \$300.00 with the City's maximum share \$150.00. The first  
17 \$100.00 of the repair or replacement will be paid by the City.

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

21  
22 **ARTICLE 21 TRAVEL ALLOWANCE**

23  
24 **21.1 TRAVEL ALLOWANCE**

25 The City will follow the established City Travel Policy, but in all cases will either  
26 meet or exceed the requirements of federal guidelines.

27 Employees who are temporarily assigned to perform work away from their normal plant  
28

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1 location at a distance which requires expenditure for public transportation and accommodations,  
2 shall be reimbursed for the following travel expenses:

3 a. The cost of the mode of transportation, as determined by City, used by  
4 employee.

5 b. The rental of accommodations in a modern, clean motel or  
6 hotel selected by the employee if reservations are not made in advance by City.

7 c. The City will provide the employee with a reasonable per  
8 diem cash advance prior to the commencement of such travel. All legitimate and  
9 reasonable business expenses that exceed the per diem cash advance, which are  
10 documented by receipt, shall be reimbursed by the City. Such per diem cash advance  
11 shall be credited to payment of the above expenses and shall not be deemed an addition  
12 thereto.

## 13 ARTICLE 22 PERSONAL VEHICLE ALLOWANCE

### 14 22.1 PERSONAL VEHICLE ALLOWANCE

15  
16 Employees who are required to use their personal vehicles for City business shall receive  
17 the IRS mileage rate or the rate prescribed by NRS 281.160, whichever is higher.  
18

## 19 ARTICLE 23 SPECIAL ASSIGNMENT OR CERTIFICATION

20  
21  
22 23.1 Each employee who volunteers and is approved as a is required to, or volunteers to, and  
23 who thereafter is assigned support water tender operator to carry a "red bag" for use in  
24 preparation for and/or responding to an emergency shall receive an annual bonus of  
25 \$1,000.00. The bonus shall not be added to the base salary of the employee.

26 23.2 Each employee who acquires a job-related certification for his or her position, which is  
27 higher than that required of the position initially, shall receive a one-time bonus of  
28



\$1,000.00. The bonus shall not be added to the base salary of the employee.

## ARTICLE 24. INSURANCE BENEFITS

### 24.1 HEALTH INSURANCE

- a. Effective July 1, 2013 until December 31, 2013, All employees shall have the benefit of participating in the City group health, dental and optical insurance program as the same is now, or may hereafter be, in effect. In the event of participation by an employee, the City shall pay all the premium for such health, dental and optical insurance covering or attributable to the employee premium.
- b. In the event an employee desires to also obtain coverage for himself or herself and one or more dependants, the following rates will apply throughout the duration of the Agreement:

Employee plus 1: \$113.98 each pay period.

Employee plus family: \$185.54 each pay period.

- c. ~~The parties agree that the benefits currently provided will not change during the term of this Agreement without written agreement between the parties.~~

Effective January 1, 2014, all Employees, except those excluded from enrollment by the terms and conditions of the insurance contract, may enroll in the Employer'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.

Employer shall pay 100% of the Employee's premium for group health insurance coverage and 65% of the dependents' group health coverage for the cost of the least expensive plan within the selected plans provided by the City.

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

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24.2 HEALTH INSURANCE UPON RETIREMENT

The Employee shall have the option of converting the health insurance coverage at the time of his separation from employment by Employer 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 Section, the bargaining unit employee/retiree of Carson City Employees Association will have (i) a minimum of 20 continuous years of full time employment with the City, (ii) reached at least 47 years of age; and (iii) shall have actually retired under the Nevada PERS retirement qualifications in existence on the date of the retirement. Provided that, if a bargaining unit employee retires prior to age 47 and meets the requirements of (i) and (iii) above, the bargaining unit employee/retiree will be eligible for the benefits of this subsection 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 bargaining unit Employee would otherwise qualify had the bargaining unit Employee not been covered under the collective bargaining agreement, provided that, a bargaining unit Employee retiring before age 47 must continue coverage under the City plan in order to be qualified for the benefits in this Section 24.2 upon attaining age 47.

b. The City will pay premiums for:

1. The bargaining unit employee/retiree from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age:

for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retiree will be reduced to either (i) 50% of the "single employee with Medicare premium", or (ii) the payment to which the retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City's group insurance plan is secondary to Medicare coverage. Provided 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 the bargaining unit employee/retiree (current at time of the employee's separation from the City) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City's

1 group insurance plan is secondary to Medicare coverage. In order to  
2 receive payment once the spouse has reached the eligibility age for federal  
3 benefits under Medicare, the spouse must comply with any requirements  
4 pertaining to Medicare, which are imposed by the City's insurance carrier,  
5 as a precondition to being eligible to qualify as a spouse covered by the  
6 insurance plan, as modified from time-to-time, or required by law. In the  
7 event a retiree remarries after separation from the City the spouse will not  
8 be included in the health insurance premium subsidy.

- 9 3. Dependents (current at time of the bargaining unit employee's separation  
10 from the City), as defined by the rules of the City Group Health Insurance  
11 Plan in effect at the time of separation. After the dependent reaches the  
12 eligibility age for or is otherwise eligible for federal benefits under  
13 Medicare, or age 65, whichever occurs first, the health insurance coverage  
14 premium paid by the City on behalf of the dependent will be reduced by  
15 25% of the "single dependent with Medicare premium". After reaching the  
16 eligibility age for, or if otherwise eligible for federal benefits under  
17 Medicare, such coverage under the City's group insurance plan is  
18 secondary to Medicare coverage. In order to receive payment once the  
19 dependent has reached the eligibility age for or is otherwise eligible for  
20 federal benefits under Medicare, the dependent must comply with any  
21 requirements pertaining to Medicare, which are imposed by the City's  
22 Insurance carrier, as a precondition to being eligible to qualify as a  
23 dependent covered by the insurance plan, as modified from time-to-time,  
24 or required by law.

- 25 c. In the event of death of the bargaining unit employee/retiree, the spouse will  
26 continue to receive the subsidy benefit until death or remarriage subject to  
27 requirements in 2(b). Dependents, as defined in 2(c), will continue to receive  
28

1 benefits in the event of the death of the employee/retiree, as long as they meet the  
2 definition of dependents in the City Group Health Insurance Plan in effect at the  
3 time of retirement.

4 d. In the event of a catastrophic injury or medical illness which forces a bargaining  
5 unit employee who has not reached 20 years of service and age 47 to retire from  
6 service of the City or as a Nevada PERS disability retirement, this benefit will be  
7 prorated for the employee at 5% per year of service after the employee has worked  
8 for Carson City for 10 years, up to a maximum of 90% and subject to the  
9 provisions of paragraph 2(a) above concerning the bargaining unit employee  
10 reaching the eligibility age for or being otherwise eligible for federal benefits  
11 under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The  
12 benefit under this subparagraph (e) does not apply to spouse or dependents and  
13 does not trigger any spousal or dependent benefits under this Article.

14 e. If the benefits provided to retirees, their spouse and dependents under this Section  
15 24.2 are modified (reduced or eliminated) in the future by mutual agreement of the  
16 City and the Union including binding factfinding or interest arbitration pursuant to  
17 NRS Chapter 288, such modification shall not apply to retirees, their spouses and  
18 dependents then receiving the benefits, and the retiree, their spouse or dependent  
19 shall continue to receive the benefit on the basis specified by the collectively  
20 bargained agreement in effect as the date of retirement.

21 f. An Employee on leave without pay may continue the group health insurance  
22 coverage for a maximum period of one year by making application to the Human  
23 Resources Department and enclosing a certified check payable to Carson City.  
24 The City agrees that any changes in Medical Insurance benefits will be made in  
25 accordance with Nevada law.

26  
27 24.23 LIFE INSURANCE  
28

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

3 24.34 AMBULANCE INSURANCE

4 The city shall enroll each eligible employee in the program of ambulance insurance on the  
5 terms offered by the Carson City Fire Department. This benefit shall exist only so long as  
6 the Fire Department offers the program. The terms and conditions under which the  
7 benefit is provided are established at the sole discretion of the Carson City Fire  
8 Department and are neither part of this Agreement nor negotiable between the parties to  
9 this Agreement.

10 24.45 CONTINUITY OF COVERAGE

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

13  
14 ARTICLE 25 RECLASSIFICATION  
15

16 25.1 ENTITLEMENT

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

21 25.2 PROCEDURES

22 The Department Director may submit a request, or in the event the Department Director  
23 refuses to do so, the Association may submit a request to the Human Resources  
24 Department on behalf of the bargaining unit employee for a reclassification study. The  
25 Human Resources Department will proceed within 30 days of receipt of such request to  
26 investigate the classification status of the position, and reasonably attempt to conclude the  
27 investigation within 90 days after receipt of the request and provide the Department  
28

1 Director, the employee and the Association with a written decision, which shall include  
2 the reasons for such decision.

3 25.3 EFFECTIVE DATE

4 If the position is reclassified, the effective date of the reclassification shall be retroactive  
5 to the date of request unless the affected Department cannot absorb the cost of the  
6 reclassification. In such case, the reclassification will become effective 90 days after the  
7 date request for reclassification was submitted to the Human Resources Department.

8 25.4 DISPUTE OVER CLASSIFICATION

9 In case of a dispute between the parties to this Agreement as to the application of this  
10 Article the dispute shall be determined in accordance with the grievance procedure set  
11 forth in Article 12 of this Agreement.

12  
13 ARTICLE 26 DISCIPLINARY ACTIONS

14  
15 As a general policy, discipline shall be administered or imposed to fit the circumstances  
16 on a basis of progressive discipline. No discipline shall be imposed except for just cause.

17 26.1 CORRECTIVE COMMUNICATION PROCESSPERSONAL REPRIMAND

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

19 26.2 WARNING LETTER

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

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

26 ~~—All warning letters shall be automatically considered grieved, but shall not be~~  
27 ~~processed and shall be held in abeyance, unless relied upon by the City in a subsequent~~

1 ~~disciplinary action. In such event the Employee and/or the Association may, at that time,~~  
2 ~~challenge the merits of the warning letter in accordance with the provisions of Article 12,~~  
3 ~~Grievance.~~

4 26.3 SUSPENSION

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

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

13 26.4 DEMOTION AND DISMISSAL

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

19 26.5 SPECIFICITY OF CHARGES

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

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

26 26.6 DISPUTE OVER DISCIPLINE OR DISCHARGE

27 Should there be any dispute between the City and the Association and/or the employee  
28



1 concerning the existence of good and sufficient cause for a discharge or discipline, such  
2 dispute shall be adjusted as a grievance in accordance with the terms of this Agreement,  
3 but the same must be instituted within ~~40~~ 21 days. Disciplinary demotions, suspensions in  
4 excess of ten (10) working days, or disciplinary discharges are effective on receipt of  
5 written notice of the discipline and are not affected or stayed by the mere filing of a  
6 grievance challenging such discipline unless the discipline is ultimately reversed.  
7 Reversal of disciplinary demotions, suspensions in excess of ten (10) working days, or  
8 disciplinary discharges through the grievance procedure and judicial review will result in  
9 reinstatement and back pay to the effective date of discipline.

10 **26.7 DISCIPLINE RECORDS**

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

19  
20 **ARTICLE 27 LAYOFF POLICY AND PROCEDURE**

21  
22 Whenever there is a layoff due to lack of work or lack of funds that affects employees in  
23 the bargaining unit, the procedures set forth in this Article shall apply.

24 **27.1 DEFINITIONS FOR THIS ARTICLE ONLY**

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

- 27 a. "Break in service." A break in service occurs when an employee resigns, is  
28

1 discharged for cause or retires. However, city seniority ~~accrued~~ earned prior to  
2 layoff shall be continued upon recall and re-employment. Job classification  
3 seniority may be continued provided that the employee is rehired into the same  
4 job classification. Should there be a voluntary interruption or break in service,  
5 seniority shall commence as of the date of last entrance into city service. Leaves  
6 of absence shall not be considered as breaks in service.

- 7 b. "City seniority." City seniority shall be calculated on the basis of calendar days of  
8 continuous service since the date of hire.
- 9 c. "Job classification seniority." Following the successful completion of the  
10 probationary period, an employee shall have job classification seniority calculated  
11 on the basis of calendar days of continuous service since the date of appointment  
12 to the job classification.
- 13 d. "Division." A division is defined as a clearly established first sub-unit of a  
14 department which has been determined by the Department Director.
- 15 e. "Job classification." A job classification is defined as a specific position within a  
16 job classification series.
- 17 f. "Job classification series." A job classification series is defined as the normal line  
18 of progression from trainee, entry or preparatory levels to supervisory or  
19 administrative levels within a job specialty. The minimum qualifications, test of  
20 fitness and the duties and responsibilities are similar but different in level. Job  
21 classification series also includes all positions which an employee has previously  
22 held in the City service.
- 23 g. "Regular employee." An employee who has attained regular status, but is serving  
24 a new probationary period for any reason, is grouped with regular employees for  
25 layoff purposes. If an employee has been employed in a job classification series  
26 for a period of time equivalent to the minimum required to complete a  
27 probationary period, but because of promotions within the job classification series  
28

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 (7) 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 thirty (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.

- 1 c. Regular employees shall be laid off only after those layoffs within paragraph a of  
2 this provision have been exhausted.

3 **27.7 VACANCIES**

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

8 **27.8 BUMPING**

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

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

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

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

24 STEP 4 If the employee is unable to exercise bumping rights at Step 3, the  
25 employee shall only replace the employee with the least amount of seniority in an  
26 ~~equal or~~ lower job classification within another job classification series, in the  
27 same or other department, if he has more city seniority than the employee to be  
28

1 displaced and meets the minimum qualifications for the other position, or accept  
2 the layoff notice.

3 b. An employee electing to exercise bumping rights shall assume the grade of the  
4 employee being bumped and the step closest to his, the employee exercising the  
5 bumping right, existing salary at the time of the layoff.

6 c. Any employee who is bumped shall have the right to exercise bumping rights in  
7 accordance with the provisions of this section. The decision to bump must be  
8 submitted in writing within seven (7) calendar days of notification. For an  
9 explanation of the bumping rights, see Attachment ~~ddendum-2~~.

10 d. Whenever it is determined that a layoff of employees shall occur, the City agrees  
11 to supply current city seniority lists and job classifications series seniority lists to  
12 the Association for the jobs being affected.

13 27.9 COMPUTING SENIORITY; TIES

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

18 27.10 RECALL

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

27 b. Notice of recall will be made in writing by certified mail to employee's address of  
28

1 record.

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

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21  
22  
23 ARTICLE 28 PAY AND EXPENSES FOR EDUCATION, TRAINING AND LICENSING

24  
25 28.1 PAY AND EXPENSES FOR RELATED TRAINING

26 The City shall pay the full cost of tuition, books, and other reasonable expenses incurred  
27 by an employee in connection with any course, workshop, seminar, conference or in-  
28

1 service training session an employee takes at the request of the City and which is related  
2 to the employee's professional responsibilities. The employee shall be compensated in  
3 accordance with the Fair Labor Standards Act (FLSA). Meals, lodging and transportation  
4 shall be reimbursed as provided in Article 21.

5 28.2 EDUCATION INCENTIVE

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

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

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

20 28.3 COST OF REQUIRED LICENSES

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

27 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, Section 26.4.

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 employer.

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 fifteen (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

31.1 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

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

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

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

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1 | ~~618.295.~~

2  
3 | ARTICLE 32 (Reserved)

4 | ARTICLE 33 CONTINUITY OF SERVICES

5  
6 | 33.1 STRIKE/LOCKOUT PROHIBITION

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

12 | 33.2 SUCCESSOR CLAUSE

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

19  
20 | ARTICLE 34 EFFECT OF AGREEMENT

21  
22 | 34.1 CITY POLICY

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

25 | 34.2 CHANGES IN AGREEMENT

26 | For the term of this Agreement, no change shall be made in any provision of this  
27 | Agreement or in any other working condition that is a mandatory subject of bargaining,  
28 |

1 unless by mutual consent of the parties hereto. In the event either party desires to amend  
2 this Agreement, such party shall give written notice to the other expressly stating what the  
3 proposed amendment shall be. The parties shall meet within two weeks of such notice  
4 and negotiate over the proposed amendment. If no agreement is reached concerning the  
5 proposed amendment, no change to the existing agreement shall occur.

6 34.33 SAVINGS CLAUSE

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

13 34.4 The City shall have the right to reopen this Agreement for negotiation of economic items  
14 in the event the revenues to the City's General Fund for the previous fiscal year, verified  
15 by the City's annual audit, decreased by 5% or if the unreserved ending fund balance in  
16 the City's General Fund has been budgeted for less than 4% of the actual expenditures  
17 from the General Fund for the previous fiscal year pursuant to NAC 354.650(1), and the  
18 City has fully complied with the provisions of NAC 354.650(1). The parties agree the  
19 above procedures shall constitute compliance with NRS 288.150(2)(w).

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20 34.54 DUPLICATION AND DISTRIBUTION

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

24 ARTICLE 35 DURATION OF AGREEMENT

25  
26 35.1 EFFECTIVE PERIOD

27 Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2013,  
28

1 and shall continue in full force and effect until June 30, 2015.

2 35.2 RENEWAL AND REOPENING OF AGREEMENT

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

12  
13 IN WITNESS WHEREOF, the City and the Association have caused these presents to be  
14 duly executed by their authorized representatives on the \_\_\_\_\_ day of  
15 \_\_\_\_\_, 20123.

16 CARSON CITY

CARSON CITY EMPLOYEES ASSOCIATION

17  
18 By \_\_\_\_\_  
Robert L. Crowell, Mayor

By \_\_\_\_\_  
Cindy Gower, President

19  
20 ATTEST:

21  
22 Alan Glover, Clerk/Recorder  
23  
24  
25  
26  
27  
28

**FY2013-2014**  
**EFFECTIVE 01/01/2014**  
**COLA OF 1%**

EMPLOYEE/EMPLOYER					EMPLOYER PAID			
	MINIMUM	MAXIMUM	APPROX	APPROX			APPROX	APPROX
	HOURLY	HOURLY	MINIMUM	MINIMUM	MINIMUM	MAXIMUM	MINIMUM	MINIMUM
			ANNUAL	ANNUAL	HOURLY	HOURLY	ANNUAL	ANNUAL
3	10.5080	14.8482	21,856.72	30,884.28	9.2057	13.0080	19,147.95	27,056.62
4	10.7711	15.2191	22,403.98	31,655.69	9.4360	13.3330	19,626.93	27,732.66
5	11.0406	15.5998	22,964.48	32,447.49	9.6721	13.6667	20,117.89	28,426.77
6	11.3165	15.9898	23,538.41	33,258.82	9.9140	14.0080	20,621.03	29,136.63
7	11.5992	16.3895	24,126.43	34,090.10	10.1618	14.3583	21,136.57	29,865.18
8	11.8894	16.7992	24,729.99	34,942.40	10.4158	14.7174	21,664.92	30,612.23
9	12.1867	17.2195	25,348.25	35,816.54	10.6762	15.0852	22,206.51	31,377.13
10	12.4910	17.6501	25,981.22	36,712.11	10.9431	15.4624	22,761.75	32,161.78
11	12.8036	18.0911	26,631.42	37,629.53	11.2167	15.8490	23,330.64	32,965.96
12	13.1236	18.5431	27,297.16	38,569.64	11.4970	16.2450	23,913.83	33,789.69
13	13.4516	19.0072	27,979.29	39,534.96	11.7847	16.6514	24,512.13	34,634.84
14	13.7880	19.4817	28,679.07	40,521.91	12.0791	17.0674	25,124.52	35,500.16
15	14.1329	19.9693	29,396.49	41,536.18	12.3811	17.4944	25,752.66	36,388.38
16	14.4857	20.4683	30,130.30	42,573.97	12.6908	17.9315	26,396.76	37,297.60
17	14.8482	20.9799	30,884.28	43,638.24	13.0080	18.3797	27,056.62	38,229.73
18	15.2191	21.5042	31,655.69	44,728.76	13.3330	18.8392	27,732.66	39,185.59
19	15.5998	22.0419	32,447.49	45,847.23	13.6667	19.3104	28,426.77	40,165.62
20	15.9898	22.5928	33,258.82	46,993.01	14.0080	19.7928	29,136.63	41,168.96
21	16.3895	23.1577	34,090.10	48,167.98	14.3583	20.2877	29,865.18	42,198.35
22	16.7992	23.7368	34,942.40	49,372.58	14.7174	20.7953	30,612.23	43,254.21
23	17.2195	24.3305	35,816.54	50,607.43	15.0852	21.3150	31,377.13	44,335.28
24	17.6501	24.9384	36,712.11	51,871.90	15.4624	21.8479	32,161.78	45,443.67
25	18.0911	25.5623	37,629.53	53,169.57	15.8490	22.3940	32,965.96	46,579.57
26	18.5431	26.2010	38,569.64	54,498.11	16.2450	22.9535	33,789.69	47,743.20
27	19.0072	26.8562	39,534.96	55,860.90	16.6514	23.5276	34,634.84	48,937.51
28	19.4817	27.5277	40,521.91	57,257.51	17.0674	24.1158	35,500.16	50,160.80
29	19.9693	28.2156	41,536.18	58,688.37	17.4944	24.7186	36,388.38	51,414.77
30	20.4683	28.9216	42,573.97	60,156.83	17.9315	25.3367	37,297.60	52,700.25
31	20.9799	29.6441	43,638.24	61,659.74	18.3797	25.9701	38,229.73	54,017.87
32	21.5042	30.3851	44,728.76	63,201.10	18.8392	26.6194	39,185.59	55,368.26
33	22.0419	31.1446	45,847.23	64,780.69	19.3104	27.2850	40,165.62	56,752.90
34	22.5928	31.9237	46,993.01	66,401.25	19.7928	27.9669	41,168.96	58,171.15
35	23.1577	32.7214	48,167.98	68,060.46	20.2877	28.6663	42,198.35	59,625.96
36	23.7368	33.5396	49,372.58	69,762.32	20.7953	29.3828	43,254.21	61,116.26
37	24.3305	34.3782	50,607.43	71,506.61	21.3150	30.1175	44,335.28	62,644.39
38	24.9384	35.2374	51,871.90	73,293.76	21.8479	30.8705	45,443.67	64,210.74
39	25.5623	36.1184	53,169.57	75,126.29	22.3940	31.6420	46,579.57	65,815.33
40	26.2010	37.0214	54,498.11	77,004.61	22.9535	32.4332	47,743.20	67,461.10
41	26.8562	37.9473	55,860.90	78,930.42	23.5276	33.2439	48,937.51	69,147.41
42	27.5277	38.8957	57,257.51	80,903.07	24.1158	34.0752	50,160.80	70,876.37
43	28.2156	39.8680	58,688.37	82,925.51	24.7186	34.9275	51,414.77	72,649.24
44	28.9216	40.8651	60,156.83	84,999.42	25.3367	35.8003	52,700.25	74,464.54

**FY2014-2015**  
**EFFECTIVE 07/01/2014**  
**COLA OF 2%**

EMPLOYEE/EMPLOYER					EMPLOYER PAID			
	MINIMUM	MAXIMUM	APPROX	APPROX		MAXIMUM	APPROX	APPROX
	HOURLY	HOURLY	MINIMUM	MINIMUM		HOURLY	MINIMUM	MINIMUM
			ANNUAL	ANNUAL			ANNUAL	ANNUAL
3	10.7182	15.1452	22,293.86	31,501.97	9.3899	13.2682	19,530.91	27,597.76
4	10.9866	15.5235	22,852.06	32,288.81	9.6247	13.5997	20,019.47	28,287.31
5	11.2614	15.9117	23,423.76	33,096.44	9.8655	13.9400	20,520.25	28,995.30
6	11.5429	16.3096	24,009.18	33,923.99	10.1122	14.2882	21,033.45	29,719.36
7	11.8312	16.7173	24,608.96	34,771.90	10.3650	14.6454	21,559.30	30,462.49
8	12.1272	17.1352	25,224.59	35,641.24	10.6241	15.0118	22,098.22	31,224.47
9	12.4304	17.5639	25,855.22	36,532.87	10.8897	15.3869	22,650.64	32,004.67
10	12.7408	18.0031	26,500.85	37,446.35	11.1620	15.7716	23,216.98	32,805.01
11	13.0596	18.4529	27,164.05	38,382.12	11.4410	16.1660	23,797.26	33,625.28
12	13.3861	18.9140	27,843.11	39,341.03	11.7270	16.5699	24,392.10	34,465.48
13	13.7206	19.3873	28,538.88	40,325.65	12.0204	16.9844	25,002.38	35,327.54
14	14.0638	19.8713	29,252.65	41,332.35	12.3207	17.4087	25,627.01	36,210.16
15	14.4156	20.3687	29,984.42	42,366.90	12.6287	17.8443	26,267.71	37,116.14
16	14.7754	20.8776	30,732.91	43,425.45	12.9446	18.2902	26,924.70	38,043.56
17	15.1452	21.3995	31,501.97	44,511.00	13.2682	18.7473	27,597.76	38,994.32
18	15.5235	21.9343	32,288.81	45,623.34	13.5997	19.2160	28,287.31	39,969.30
19	15.9117	22.4828	33,096.44	46,764.17	13.9400	19.6966	28,995.30	40,968.93
20	16.3096	23.0446	33,923.99	47,932.87	14.2882	20.1886	29,719.36	41,992.34
21	16.7173	23.6208	34,771.90	49,131.34	14.6454	20.6934	30,462.49	43,042.32
22	17.1352	24.2116	35,641.24	50,360.03	15.0118	21.2112	31,224.47	44,119.30
23	17.5639	24.8171	36,532.87	51,619.58	15.3869	21.7413	32,004.67	45,221.99
24	18.0031	25.4372	37,446.35	52,909.34	15.7716	22.2849	32,805.01	46,352.54
25	18.4529	26.0735	38,382.12	54,232.96	16.1660	22.8419	33,625.28	47,511.16
26	18.9140	26.7250	39,341.03	55,588.08	16.5699	23.4125	34,465.48	48,698.06
27	19.3873	27.3933	40,325.65	56,978.12	16.9844	23.9982	35,327.54	49,916.26
28	19.8713	28.0782	41,332.35	58,402.66	17.4087	24.5981	36,210.16	51,164.02
29	20.3687	28.7799	42,366.90	59,862.14	17.8443	25.2130	37,116.14	52,443.06
30	20.8776	29.5000	43,425.45	61,359.96	18.2902	25.8434	38,043.56	53,754.25
31	21.3995	30.2370	44,511.00	62,892.94	18.7473	26.4895	38,994.32	55,098.23
32	21.9343	30.9928	45,623.34	64,465.12	19.2160	27.1517	39,969.30	56,475.63
33	22.4828	31.7675	46,764.17	66,076.30	19.6966	27.8307	40,968.93	57,887.96
34	23.0446	32.5621	47,932.87	67,729.27	20.1886	28.5262	41,992.34	59,334.58
35	23.6208	33.3758	49,131.34	69,421.67	20.6934	29.2397	43,042.32	60,818.48
36	24.2116	34.2104	50,360.03	71,157.56	21.2112	29.9705	44,119.30	62,338.59
37	24.8171	35.0657	51,619.58	72,936.74	21.7413	30.7198	45,221.99	63,897.27
38	25.4372	35.9421	52,909.34	74,759.64	22.2849	31.4880	46,352.54	65,494.96
39	26.0735	36.8408	54,232.96	76,628.81	22.8419	32.2748	47,511.16	67,131.64
40	26.7250	37.7619	55,588.08	78,544.71	23.4125	33.0819	48,698.06	68,810.32
41	27.3933	38.7063	56,978.12	80,509.03	23.9982	33.9088	49,916.26	70,530.36
42	28.0782	39.6736	58,402.66	82,521.13	24.5981	34.7567	51,164.02	72,293.90
43	28.7799	40.6654	59,862.14	84,584.02	25.2130	35.6261	52,443.06	74,102.22
44	29.5000	41.6824	61,359.96	86,699.41	25.8434	36.5163	53,754.25	75,953.83

Position Number	Position Title	Grade	From Step
1	ACCOUNTANT 1	CER	30
2	ACCOUNTANT 2	CER	34
3	ACCOUNTANT 3	CER	36
4	ACCOUNTANT 4	CER	38
8	ACCOUNTING COORDINATOR	CEE	26
10	ACCOUNTING TECHNICIAN	CER	28
11	ACCOUNTING-TECHNICIAN 1	CER	24
12	ACCOUNTING TECHNICIAN 2	CEE	26
13	ACCOUNTING TECHNICIAN 3	CER	28
667	ALTERNATIVE SENTENCING OFFICER	CPS	40
668	ALTERNATIVE SENTENCING TECH	CER	28
29	ANIMAL REGULATION CARETAKER	CEE	13
30	ANIMAL REGULATION OFFICER	CER	24
32	ANIMAL REGULATION TECHNICIAN	CER	18
28	ANIMAL SERVICES & REG MANAGER	CER	28
766	ANIMAL SRVS VOLUNTEER COOR	CER	20
37	ASSISTANT ENGINEER	CER	34
40	ASSISTANT PLANNER	CER	32
761	ASSISTANT PROJECT MANAGER	CER	39
43	ASSOCIATE ENGINEER	CER	38
44	ASSOCIATE PLANNER	CEE	36
48	BAILIFF	CER	31
820	BILLING SPECIALIST	CER	24
53	BUILDING INSPECTOR 1	CER	27
55	BUILDING INSPECTOR 2	CER	31
56	BUILDING INSPECTOR 3	CER	33
57	BUILDING INSPECTOR 4	CER	37
58	BUILDING MAINTENANCE WORKER 1	CER	18
59	BUILDING MAINTENANCE WORKER 2	CER	22
64	BUSINESS LICENSE CLERK	CER	22

68	CAD DRAFTSMAN/GIS	CER	28
79	CEMENT MASON	CEE	24
718	CEMETERY MAINTENANCE WORKER	CER	22
91	CHIEF DEPUTY ASSESSOR	CER	36
100	CHIEF PROPERTY APPRAISER	CER	36
115	CIVIL ENGINEERING DESIGNER 1	CER	35
116	CIVIL ENGINEERING DESIGNER 2	CEE	39
120	COLLECTIONS COORDINATOR	CEE	24
683	COMMUNITY EDUCATION COORDINATOR	CER	35
130	COMPLIANCE OFFICER	CER	20
142	COOK SUPERVISOR	CEE	26
139	COOK 1	CER	14
140	COOK 2	CER	18
141	COOK 3	CER	22
666	COURT INTERPRETER	CER	28
153	DEBT RECOVERY DEPUTY	CER	34
154	DEBT RECOVERY TECHNICIAN	CER	26
161	DEPUTY CORONER	CER	29
801	DOCUMENT CONTROL SPECIALIST	CER	33
747	DUI CASE MANAGER	CER	28
647	ELECTRICAL/SIGNAL SUPERVISOR	CER	40
197	ELECTRICAL/SIGNAL TECH. 1	CER	28
198	ELECTRICAL/SIGNAL TECH. 2	CER	32
199	ELECTRICAL/SIGNAL TECH. 3	CER	36
773	ENFORCE/ANIMAL SRVS OFFICER 1	CER	24
776	ENFORCE/ANIMAL SRVS OFFICER 2	CER	26
775	ENFORCE/ANIMAL SRVS SUPERVISOR	CER	28
204	ENGINEERING TECHNICIAN 1	CER	24
205	ENGINEERING TECHNICIAN 2	CER	28
208	ENVIRONMENTAL CONTROL OFF. 1	CEE	24
209	ENVIRONMENTAL CONTROL OFF. 2	CER	28

210	ENVIRONMENTAL CONTROL OFF. 3	CER	32
753	ENVIRONMENTAL CONTROL SUPRVSR	CER	40
212	ENVIRONMENTAL HEALTH SPEC. 1	CER	37
213	ENVIRONMENTAL HEALTH SPEC. 2	CEE	41
214	ENVIRONMENTAL HEALTH SPEC. 3	CER	44
222	EVIDENCE CUSTODIAN	CER	23
224	FABRICATOR/MECHANIC	CEE	32
764	FISCAL GRANT ANALYST	CER	41
239	FLEET SERVICES SUPERVISOR	CEE	36
242	FORENSIC TECHNICIAN 1 - CCEA	CER	23
243	FORENSIC TECHNICIAN 2 - CCEA	CER	27
251	GIS SYSTEMS ANALYST 1	CER	28
252	GIS SYSTEMS ANALYST 2	CER	34
50	GIS SYSTEMS ANALYST 3	CER	38
769	GRANTS PROGRAM COORDINATOR	CER	41
260	HEAD LIFEGUARD	CEE	12
702	HEALTH COMM ADMINISTRATOR	CER	30
697	HELP DESK TECHNICIAN	CER	24
741	HELP DESK TECHNICIAN 2	CEE	26
20	HHS ADMINISTRATIVE ASSISTANT	CER	24
679	HIV SERVICES COORDINATOR	CEE	28
703	HIV/CHRONIC DISEASE PREV MGR	CER	25
272	HUMAN RESOURCES COORDINATOR	CER	24
704	HUMAN RESOURCES TECHNICIAN 2	CER	24
675	HUMAN SERVICES CASE MANAGER	CER	28
279	INMATE WELFARE COORDINATOR	CER	22
698	JUDICIAL CLERK 1	CER	22
652	JUDICIAL CLERK 2	CER	28
669	JUDICIAL CLERK 3	CER	31
188	JUDICIAL CLERK 4	CER	32
729	JUVENILE COOK 3	CER	24



705	JUVENILE COURT CLERK	CER	30
304	JUVENILE JUDICIAL ASSISTANT	CEE	30
305	JUVENILE PROBATION OFFICER 1	CPS	35
306	JUVENILE PROBATION OFFICER 2	CPS	40
307	JUVENILE S.A. TRAINING COORD.	CER	26
727	JUVENILE SECRETARY 1	CEE	25
728	JUVENILE SECRETARY 2	CER	29
723	JUVENILE SERVICES TECHNICIAN	CER	32
311	LAB TECHNICIAN 1	CER	24
312	LAB TECHNICIAN 2	CER	28
85	LABORATORY SUPERVISOR	CER	38
706	LABORATORY TECHNICIAN SENIOR	CER	32
512	LANDFILL GATE ATTENDANT SENIOR	CEE	22
313	LANDFILL GATE ATTENDANT 1	CER	14
314	LANDFILL GATE ATTENDANT 2	CEE	18
513	LANDFILL SUPERVISOR	CEE	32
317	LANDFILL WORKER 1	CER	14
318	LANDFILL WORKER 2	CER	22
319	LANDFILL WORKER 3	CEE	26
323	LEAD BUILDING MAINT WORKER	CEE	28
440	LEAD SUPPORT SPECIALIST	CER	28
324	LEGAL SECRETARY 1	CER	20
326	LEGAL SECRETARY 2	CER	24
325	LEGAL SECRETARY 3	CER	26
327	LIB SYS & ACCESS SERVICE SPEC.	CER	26
328	LIBRARIAN	CER	28
333	LIBRARY ASSISTANT 1	CER	12
334	LIBRARY ASSISTANT 2	CER	16
335	LIBRARY ASSISTANT 3	CER	22
336	LIBRARY ASSISTANT 4	CER	26
338	LIBRARY MAINT/SHIPPING CLERK 1	CER	16

339	LIBRARY MAINT/SHIPPING CLERK 2	CEE	22
344	MANAGEMENT ASSISTANT 1	CER	20
346	MANAGEMENT ASSISTANT 2	CEE	24
347	MANAGEMENT ASSISTANT 3	CER	26
348	MANAGEMENT ASSISTANT 4	CER	28
349	MANAGEMENT ASSISTANT 5	CER	30
350	MANAGEMENT ASSISTANT 6	CER	32
351	MANAGER OF RECORDS/INFORMATION	CER	26
357	MECHANIC 1	CER	24
358	MECHANIC 2	CER	28
359	MECHANIC 3	CER	32
378	NATURAL RESOURCE SPECIALIST	CER	32
707	OFFICE ASSISTANT	CER	16
690	OFFICE SUPERVISOR	CER	32
708	OFFICE SUPPORT CLERK	CER	12
374	OFFICE SUPPORT TECHNICIAN 1	CEE	14
373	OFFICE SUPPORT TECHNICIAN 2	CER	18
377	OFFICE SUPPORT TECHNICIAN 3	CER	22
383	P.S. COMMUNICATION OPERATOR	CER	28
384	P.S. COMMUNICATION SUPERVISOR	CER	32
391	PARK MAINTENANCE WORKER 1	CER	18
392	PARK MAINTENANCE WORKER 2	CER	22
393	PARK MAINTENANCE WORKER 3	CER	24
394	PARK OPERATIONS COORDINATOR	CER	30
396	PARK RANGER	CER	24
399	PARKING OFFICER TECHNICIAN	CER	24
82	PARKS & CEMETERY COORDINATOR	CER	32
633	PARKS OPERATIONS COORDINATOR	CER	30
790	PATIENT CARE TECHNICIAN	CER	8
802	PATIENT CARE TECHNICIAN-LEAD	CEE	10
401	PAYROLL ADMINISTRATOR	CEE	32

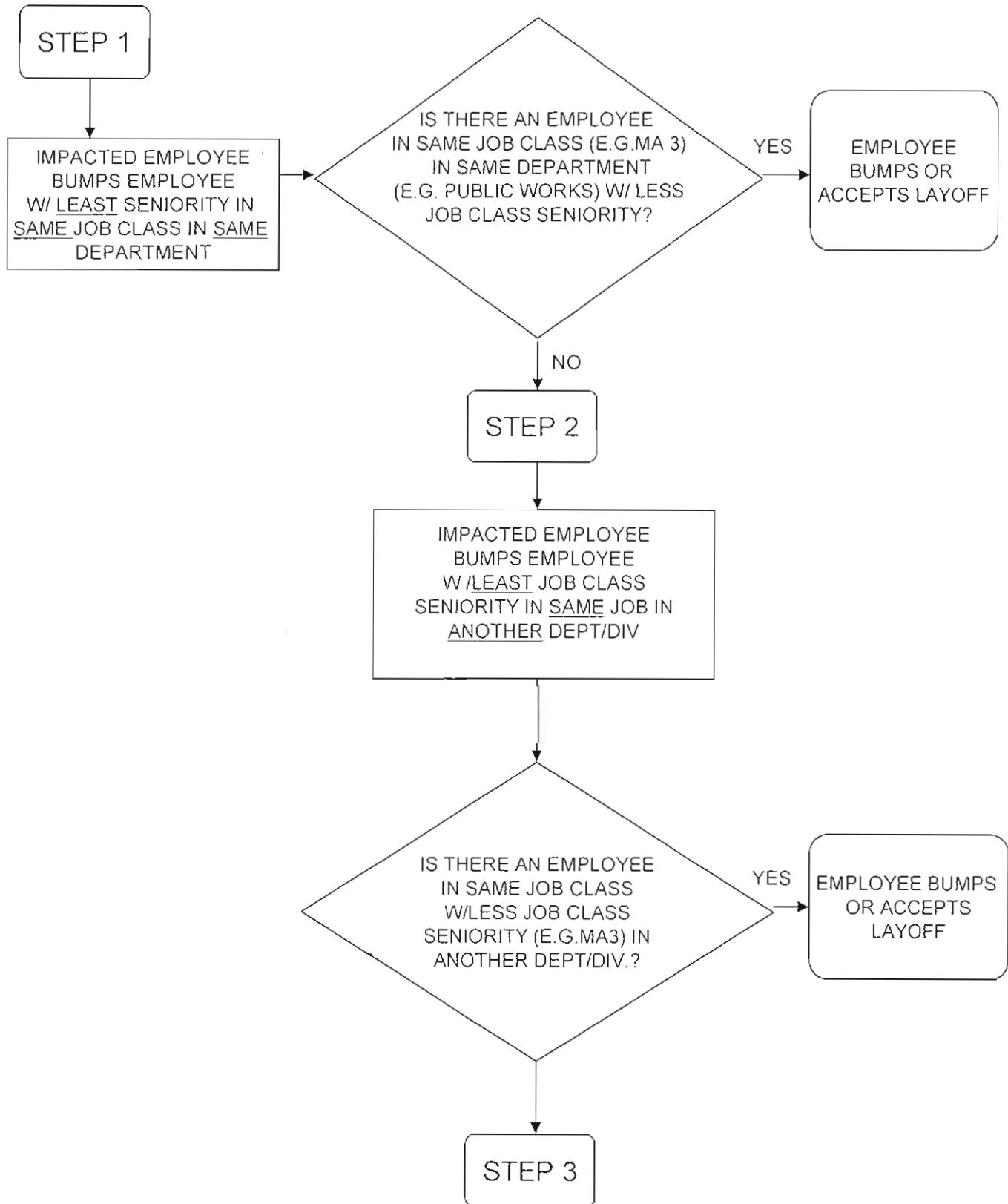
407	PERMIT TECHNICIAN 1	CER	20
408	PERMIT TECHNICIAN 2	CEE	24
409	PERMIT TECHNICIAN 3	CER	26
413	PLANNING TECHNICIAN 1	CER	20
414	PLANNING TECHNICIAN 2	CER	24
415	PLANS EXAMINER 1	CER	31
416	PLANS EXAMINER 2	CER	35
417	PLANS EXAMINER 3	CER	37
418	PLANS EXAMINER 4	CER	41
429	PROPERTY APPRAISER TECH 1	CER	18
430	PROPERTY APPRAISER TECH 2	CER	22
427	PROPERTY APPRAISER 1	CER	26
428	PROPERTY APPRAISER 2	CER	30
804	PUBLIC HEALTH INVESTIGATOR	CER	28
434	PUBLIC HEALTH NURSE	CER	44
777	PUBLIC HEALTH PLANNER/MRC COOR	CER	36
781	PUBLIC HEALTH PROG SPECIALIST	CEE	30
709	PUBLIC WORKS CONST INSP SENIOR	CER	37
526	PUBLIC WORKS CONST INSPCTR SR	CER	37
441	PUBLIC WORKS CONSTRUCTION INSP	CER	33
446	PUMP STATION OPERATOR 1	CER	22
447	PUMP STATION OPERATOR 2	CER	23
641	PURCHASING & CONTRACTS COORDIN	CER	36
809	PW COMMUNICATION TECH 3	CER	36
759	PW SYSTEMS TECHNICIAN	CER	32
460	RECREATION COORDINATOR 1	CER	23
650	RECREATION COORDINATOR 2	CER	26
462	RECREATION COORDINATOR 3	CER	30
463	RECREATION COORDINATOR-THEATRE	CEE	19
467	RECREATION SPECIALIST-POOL/CC	CER	28
468	RECREATION SUPERVISOR YOUTH/SP	CER	30

474	REPROGRAPHIC/EQUIPMENT OPTR.	CER	28
475	RESERVATION COORDINATOR 1	CER	12
476	RESERVATION COORDINATOR 2	CER	16
477	RESERVATION COORDINATOR 3	CER	20
710	SENIOR BUSINESS LICENSE CLERK	CER	28
496	SENIOR COMPLIANCE OFFICER	CER	30
244	SENIOR CRIMINALIST	CEE	38
499	SENIOR DEPUTY CORONER	CEE	31
505	SENIOR ENGINEERING TECH	CER	32
655	SENIOR JUDICIAL CLERK	CER	40
520	SENIOR PERMIT TECHNICIAN	CER	30
537	SERVICE MECHANIC 1	CER	22
538	SERVICE MECHANIC 2	CEE	26
559	SEWER MAINTENANCE SUPERVISOR	CER	40
546	SHERIFF FIELD SPECIALIST	CEE	24
548	SHERIFF SUPPORT SPECIALIST	CER	24
535	SHIFT SUPERVISOR	CER	36
551	SKILLED TRADES TECH 1	CER	26
552	SKILLED TRADES TECH 2	CEE	30
555	SPORTS FIELD COORDINATOR	CER	30
556	STORM/SEWER TECHNICIAN SENIOR	CER	30
542	STORM/SEWER TECHNICIAN 1	CEE	18
543	STORM/SEWER TECHNICIAN 2	CEE	22
712	STORM/SEWER TECHNICIAN 3	CER	24
549	STREET SIGN TECHNICIAN	CER	26
560	STREET SUPERVISOR	CEE	36
34	STREET TECHNICIAN SENIOR	CEE	26
561	STREET TECHNICIAN 1	CER	18
562	STREET TECHNICIAN 2	CEE	22
219	STREET TECHNICIAN 3	CER	24
564	STREET TECHNICIAN SENIOR	CEE	26

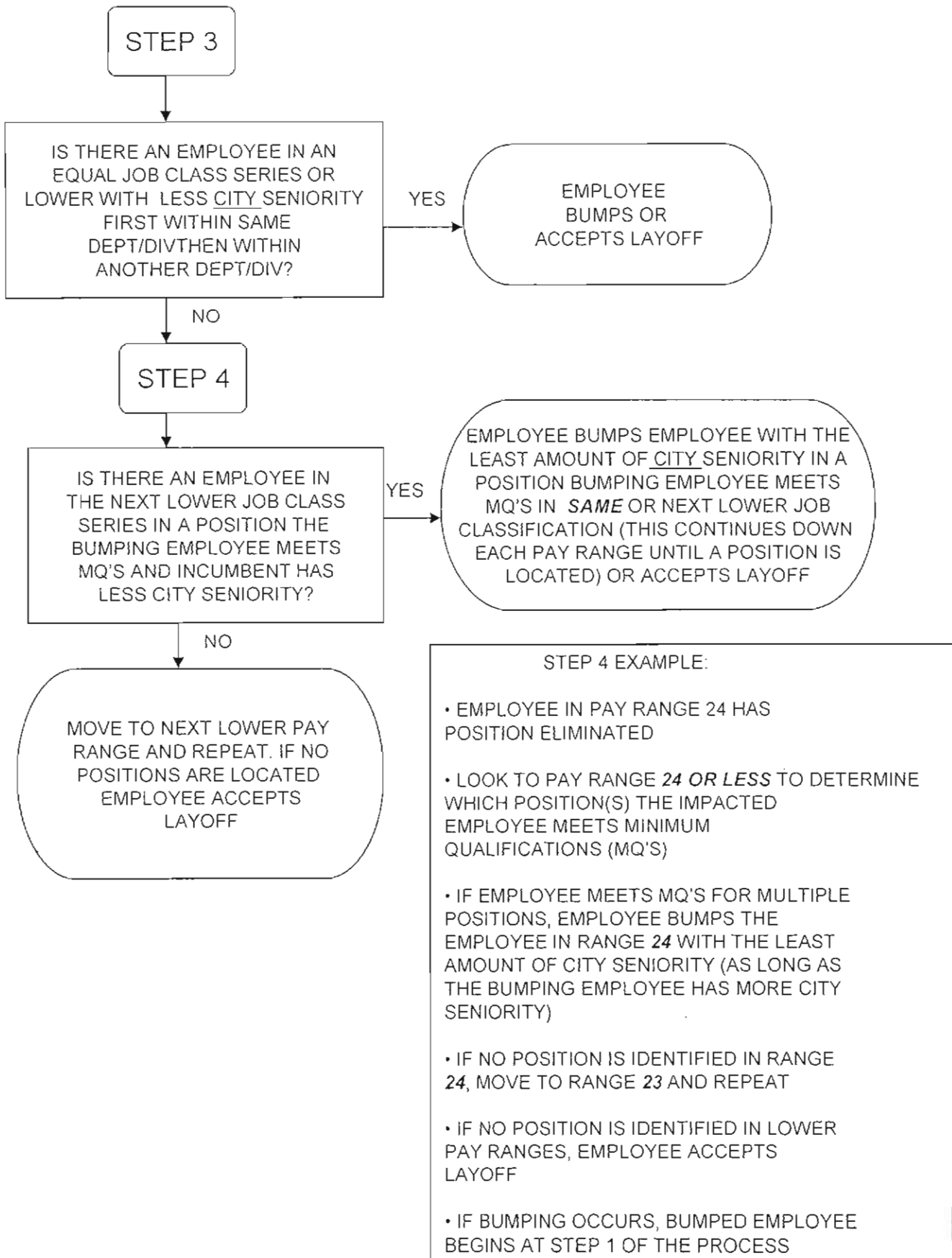
639	TRANSIT COORDINATOR	CER	38
580	TRANSPORTATION PLANNER	CEE	42
587	UTILITIES AND COLLECTIONS CLER	CER	21
816	VICTIM WITNESS PROG ADMIN	CER	26
594	VICTIM/WITNESS COORDINATOR	CER	26
592	WAREHOUSE SUPPLY COORDINATOR	CEE	30
600	WASTEWATER PLANT MECHANIC SUP	CEE	40
597	WASTEWATER PLANT MECHANIC 1	CER	24
598	WASTEWATER PLANT MECHANIC 2	CER	28
599	WASTEWATER PLANT MECHANIC 3	CER	32
419	WASTEWATER PLANT OP SUPERVISOR	CER	40
601	WASTEWATER PLANT OPERATOR 1	CER	24
602	WASTEWATER PLANT OPERATOR 2	CER	28
603	WASTEWATER PLANT OPERATOR 3	CER	32
604	WASTEWATER PLANT OPERATOR 4	CER	36
615	WATER DISTRIBUTION SUPERVISOR	CEE	40
360	WATER METER TECHNICIAN SUPERVI	CEE	34
149	WATER METER TECHNICIAN 1	CER	18
150	WATER METER TECHNICIAN 2	CER	22
151	WATER METER TECHNICIAN 3	CER	24
609	WATER PRODUCTION OPR 1	CER	24
610	WATER PRODUCTION OPR 2	CEE	28
611	WATER PRODUCTION OPR 3	CER	32
612	WATER PRODUCTION OPR 4	CER	36
608	WATER PRODUCTION SUPERVISOR	CER	42
534	WATER TECHNICIAN SENIOR	CEE	30
616	WATER TECHNICIAN 1	CER	18
617	WATER TECHNICIAN 2	CEE	22
713	WATER TECHNICIAN 3	CER	24
681	WIC PROGRAM SPECIALIST	CER	24
735	WORKFORCE CASE MANAGER	CEE	25

732	WORKFORCE SPECIALIST	CER	24
622	YOUTH ADVISOR 1	CER	30
623	YOUTH ADVISOR 2	CER	34

# CCEA BUMPING FLOW CHART



# CCEA BUMPING FLOWCHART





**1**

**ADDENDUM**

**2** This Addendum is executed this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between  
**3** Carson City, Carson City Employees Association and the First Judicial District Court  
**4** and Carson City Justice and Municipal Courts, hereinafter referred to as "Courts"; and  
**5** is an addendum to the Collective Bargaining Agreement between Carson City and the  
**6** Carson City Employees Association, ("CCEA"), entered into on \_\_\_\_\_, 2013,  
**7** hereinafter referred to as "Agreement."

**8** WHEREAS, the parties duly acknowledge that the Courts are a separate branch  
**9** of government from Carson City; and that, at this time, the parties agree their non-  
**10** exempt employees are subject to the collective bargaining agreement executed by and  
**11** between Carson City and the Carson City Employees Association, as set forth in the  
**12** terms of this Addendum to the collective bargaining agreement; and

**13** WHEREAS, there are certain non-exempt employees employed by the City and  
**14** who work in the Courts and Juvenile Court and Juvenile Probation/Detention, which are  
**15** duly set forth in Attachment 1.

**16** WHEREAS, the parties hereto are in agreement that certain rights set forth in the  
**17** Agreement shall be afforded to the non-exempt employees set forth in Attachment 1, to  
**18** include the right to be a member of Carson City Employees Association, and that it is  
**19** the intent of the Addendum to specifically set forth what rights under the Agreement  
**20** that will be granted to the non-exempt employees at this time,

**21** WHEREAS, the Courts, except as agreed to hereby, are not subject to the  
**22** Agreement or any collective bargaining agreement pursuant to NRS chapter 288 of the  
**23** jurisdiction of the Local Government Employee-Management City Charter and civil  
**24** service rules governing City employees. By executing this Addendum and any  
**25** agreement, the Courts continue to recognize the separation of powers doctrine and do  
**26** not waive their rights to take actions inherent or incidental to the Courts' roles, including

**27**

1 exercising control over their personnel by making hiring, supervising and discipline  
2 related decisions with respect to these non-exempt employees who perform vital and  
3 essential court functions. The Courts in Carson City, in executing this Addendum,  
4 bestow no rights except as expressly recognized hereby for the term of this Agreement  
5 as interpreted and enforceable under general common law contract principles not  
6 including those applicable to collective bargaining agreements generally and NRS  
7 chapter 288 specifically.

8 THEREFORE, it is hereby agreed by and between Carson City, the Carson City  
9 Employees Association, and the Courts, that the provisions of the Agreement shall be  
10 granted to the Courts' non-exempt employees at this time, except as altered or  
11 amended below:

#### 12 **ARTICLE 4 - MANAGEMENT RIGHTS**

13 To the extent that this provision is applicable to the Courts in regard to non-  
14 exempt employees, the parties expressly agree that the Courts retain all management  
15 rights in respect to these employees provided that the non-exempt employees shall be  
16 subject to the rules, policies, and procedures developed by Carson City to the extent  
17 that such rules, policies, and procedures do not conflict with the management rights  
18 retained by the Courts pursuant to this paragraph. However, the Courts will not  
19 implement any changes contrary to the terms of the Agreement in respect to  
20 grievances, personnel issues or general working conditions without prior written notice  
21 to its non-exempt employees, Carson City and CCEA.

#### 22 **ARTICLE 14 - COMPENSATION**

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

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**ARTICLE 26 - DISCIPLINARY ACTIONS**

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

**ARTICLE 27 - LAYOFF POLICY AND PROCEDURE**

This provision shall apply only to the Courts' non-exempt employees as it relates to the Courts and not to any other employees of Carson City, such that the Courts have the exclusive right to determine if there will be layoffs, the reduction in staff levels (if any), vacancies and any bumping rights. In respect to bumping rights, it is expressly understood that based on the nature of the jobs at the Courts, the Courts reserve the right to disallow bumping rights even within the Courts. No non-court employee shall have any bumping rights as to employment with the Courts of any nature or kind. No employee of the Courts' shall have any bumping rights as to employment by Carson City in a non-court position of any nature or kind.

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

This Addendum shall have the same term as the Agreement, except that it may be terminated by any party without cause by giving the other parties thirty (30) calendar days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

WE, the undersigned, as authorized representatives of the Courts and City, do hereby approve this Addendum.

**1** DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

**2**

**3** CARSON CITY

FIRST JUDICIAL DISTRICT COURT

**4**

**5** By: Robert Crowell \_\_\_\_\_

By: Hon. James T. Russell \_\_\_\_\_

**6**

**7**

**8** JUSTICE AND MUNICIPAL COURT

FIRST JUDICIAL DISTRICT COURT

**9**

**10** By: Hon. John Tatro \_\_\_\_\_

By: Hon. James E. Wilson, Jr. \_\_\_\_\_

**11**

**12**

**13** JUSTICE AND MUNICIPAL COURT

CARSON CITY EMPLOYEES  
ASSOCIATION

**14**

**15** By: Hon. Thomas R. Armstrong \_\_\_\_\_

By: Cindy Gower, President \_\_\_\_\_

**16**

**17**

**18** APPROVED AS TO LEGAL FORM

**19** By: Neil Rombardo, District Attorney \_\_\_\_\_

**20**

**21**

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