City of Carson City
Agenda Report

Date Submitted: January 26, 2010 **Agenda Date Requested:** February 4, 2010
Time Requested: 15 Minutes

To: Mayor and Supervisors

From: Carson City Sheriff's Office

Subject Title: Action to amend the Agreement between Carson City and the Carson City Sheriff's Supervisory Association on Behalf of the Carson City Sheriff's Lieutenants (July 1, 2007 – June 30, 2012) – to recognize the position title of Captain. *(Sheriff Ken Furlong)*

Staff Summary: This action recognizes the designation of Lieutenant and Captain as synonymous positions identified in the Carson City Sheriff's Lieutenants (July 1, 2007 - June 30, 2012) contract. Both title designations retain the same grade classification, levels of authority, and lines of supervision. This action by the Sheriff promotes and supports senior law enforcement employee educational and career development; a priority of the administration. The designation title of Captain distinguishes the person as having completed all of the advanced education or certifications that are delineated by the Sheriff, and/or are included in the collective bargaining agreement.

Type of Action Requested: (check one)
(____) Resolution (____) Ordinance
(_X_) Formal Action/Motion (____) Other (Specify)

Does This Action Require A Business Impact Statement: (____) Yes (_X_) No

Recommended Board Action: I move to accept the second amendment to the Agreement between Carson City and the Carson City Sheriff's Supervisory Association on Behalf of the Carson City Sheriff's Lieutenants (July 1, 2007 – June 30, 2012) to recognize the position title of Captain.

Explanation for Recommended Board Action: This action recognizes the designation of Lieutenant and Captain as synonymous positions identified in the Carson City Sheriff's Lieutenants (July 1, 2007 - June 30, 2012) contract. Both title designations retain the same grade classification, levels of authority, and lines of supervision. There are no pay or incentive entitlements permitted in the contract that distinguish between the titles. This amendment to the contract does not create an additional layer of supervisory functions. Rather, the designation title of Captain distinguishes the person as having completed all of the advanced certifications that are delineated by the Sheriff and/or are included in the collective bargaining agreement. The additional certifications to achieve the title of Captain include Executive POST Certification (through the State of Nevada POST Commission), and the successful completion of at least one of the following: Bachelor Degree in a Law Enforcement or management related field; FBI National Academy (FBINA); or, another like academy of the FBINA (i.e., Northwestern Institute).

This action by the Sheriff promotes and supports senior law enforcement employee educational and career development; a priority of the administration. This perspective is identified annually in the Sheriff's Office Mission Level Business Plan report, highlighted in the objective of Recruit, employ and retain the most qualified career force. It is reported by the key measures of career development and education accomplishments.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: No fiscal impact

Explanation of Impact: See Above

Funding Source: N/A

Alternatives: Contract language remains as is.

Supporting Material:

- Captain Job Specification
- Lieutenant Job Specification
- Letter to Sheriff Furlong from Captain White
- Second Amended Agreement between Carson City and the Carson City Sheriff's Supervisory Association on Behalf of the Carson City Sheriff's Lieutenants

Prepared By: Kathie Heath, Business Manager

Reviewed By: _____ Date: 1/26/10
(Department Head)

_____ Date: 1/26/10
(City Manager)

_____ Date: 1-26-10
(District Attorney)

_____ Date: 1/26/10
(Finance Director)

Board Action Taken:

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

_____
(Vote Recorded By)

CONSOLIDATED MUNICIPALITY OF CARSON CITY

JOB SPECIFICATION

Position Title: Captain
Reports To: Chief Deputy Sheriff
Minimum Hourly Rate: n/a

Department: Sheriff
Adopted: November 17. 2008
Open:n/a **Closes:** n/a

Note: This position is an **internal designation only.** The rank of Captain will have no budgetary requirement and is strictly attained through specified educational achievements. Once the qualifications listed below are attained the Lieutenant can be awarded the rank of Captain.

DEFINITION: This is a non-exempt, full-time position in which the employee performs direct supervision over sworn and non-sworn supervisory and technical staff providing detention, forensic, operations, communications, and civil services within the Sheriff's Office.

EXAMPLES OF DUTIES: The following is a partial description of job duties and is not all inclusive:

- Plan, prioritize, assign, review and evaluate the work of staff in assigned areas of responsibility.
- Participate in the selection of sworn and non-sworn staff; provide for staff training, development, and corrective discipline.
- Review and investigate citizen complaints against Sheriff's Office personnel or policies and procedures.
- Recommend and assist in the implementation of goals and objectives and methods for providing assigned services.
- Provides assistance to all areas of the Sheriff's Office as directed.

QUALIFICATIONS:

- Graduation from high school or equivalent
- No less than five (5) years experience of demonstrated increasingly responsible law enforcement in a supervisory capacity, including a minimum of one year as a Lieutenant
- Must possess a valid Nevada Driver License
- Must reside within a 30 minute response time to the Carson City Sheriff's Office
- Must possess appropriate ICS Certification – ICS100, ICS200 ICS 300 and ICS700
- Executive POST Certificate
- Successful completion of **one** of the following:
    - FBI National Academy, or
    - Like Academy of the FBINA (i.e. Northwestern Institute), or
    - Bachelor Degree in a Law Enforcement related field, or Management related course of study

SELECTION PROCEDURE:
The final selection shall be made by the Sheriff.

CONSOLIDATED MUNICIPALITY OF CARSON CITY

OPEN POSITION JOB SPECIFICATION

Position Title: Lieutenant
Reports To: Chief Deputy Sheriff
Minimum Hourly Rate: (D.O.Q.)

Department: Sheriff
Adopted: Sept. 2008
Open:02-Oct-08 **Closes:** 10/27/08

Note: This position is **internal promotional only,** not open to outside candidates except by waiver of the Sheriff.

DEFINITION: This is a non-exempt, full-time position in which the employee performs direct supervision over sworn and non-sworn supervisory and technical staff providing detention, forensic, operations, communications, and civil services within the Sheriff's Office.

EXAMPLES OF DUTIES: The following is a partial description of job duties and is not all inclusive:

- Plan, prioritize, assign, review and evaluate the work of staff in assigned areas of responsibility.
- Participate in the selection of sworn and non-sworn staff; provide for staff training, development, and corrective discipline.
- Review and investigate citizen complaints against Sheriff's Office personnel or policies and procedures.
- Recommend and assist in the implementation of goals and objectives and methods for providing assigned services.
- Provides assistance to all areas of the Sheriff's Office as directed.

MINIMUM QUALIFICATIONS:

- Graduation from high school or equivalent.
- No less than five (5) years experience of demonstrated increasingly responsible law enforcement in a supervisory capacity, including a minimum of three years as a Sergeant.
- Must possess a valid Nevada Driver License.
- Must reside within a 30 minute response time to the Carson City Sheriff's Office.
- Must complete Advanced POST Certificate within 12 months of appointment.
- Must possess appropriate ICS Certification – ICS100, ICS200 and ICS700.
- Must obtain ICS300 Certification within 12 months of appointment.

Note: ICS Certifications may be obtained on line at Emergency Management Institute –FEMA Independent Study

SELECTION PROCEDURE:

A Selection Board will be established to review applications received by 5:00 p.m. on the closing date of this announcement for qualifications and first year probationary training requirements. Qualified applicants will be notified and provided 30 days to prepare for oral and/or written exams.

The final selection shall be made by the Sheriff.

HERIFF'S OFFICE
CARSON CITY

Ken Furlong
Sheriff

901 E. Musser St.
Carson City, NV 89701

775-887-2500
Fax: 775-887-2026

TO: **Sheriff Furlong**

FROM: **Robert S. White, Captain**

RE: Captain/Lieutenant Collective Bargaining Unit

Our membership has reviewed the collective bargaining agreement with the newly inserted language addressing the rank of Captain. We concur with this addition to the contract and the wording satisfies our desire to represent all parties concerned. Thank you for your diligence in this matter.

Robert S. White, Captain
Carson City Sheriff's Office

2007-2012

SECOND AMENDED AGREEMENT

between

CARSON CITY

and the

CARSON CITY SHERIFF'S SUPERVISORY ASSOCIATION (CCSSA) ON BEHALF OF THE CARSON CITY SHERIFF'S LIEUTENANTS/CAPTAINS

(July 1, 2007 - June 30, 2012)

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Article 1. PREAMBLE

This Agreement is entered into between Carson City, Nevada, hereinafter referred to as the "City", and members of the Carson City Sheriff's Supervisory Association, on behalf of the Carson City Sheriff's Lieutenants/Captains, hereinafter referred to as "Employees".

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise.

All employees shall perform loyal and efficient work and services; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

The full agreement between the parties is set forth herein with the exception of certain matters covered by State law.

Article 2. RECOGNITION

(a) The Association is recognized as the sole and exclusive bargaining representative concerning employees in the bargaining unit.

(b) The employees referred to within this Agreement shall include the following job titles which shall also be referred to as "Classification" thereafter.

Lieutenant/Captain

Deleted: 4065

(c) Classifications excluded from the unit include Sheriff's Deputies, Sheriff's Sergeants, Administrative, Unclassified, Grant, and Appointed Personnel.

(d) A designation of Captain is only allowed to those employees who have the following additional educational qualification:

1. Successful completion of one of the following:

a. FBI National Academy, or

b. Like Academy of the FBINA (i.e. Northwestern Institute), or

c. Bachelor Degree in a Law Enforcement related field, or Management related course of study.

A Captain does not supervise a Lieutenant and is not entitled to additional compensation or benefits because he/she has met the additional educational qualification as set forth above. A Lieutenant and a Captain have the same job classification which is one classification.

Article 3. NO STRIKES AND LOCKOUTS

(a) The Association will not promote, sponsor or engage in, against the City, any strike, slowdown, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of

the City, regardless of the reason for so doing, and will use reasonable efforts to induce all employees covered by this Agreement to comply with this pledge.

(b) The City will not lock out any employees as a result of a labor dispute with the Association.

Article 4. RIGHTS OF MANAGEMENT

As stated in Local Government employee-Management Relations Chapter 288.150(3), each local government employer is entitled without negotiation or reference to any agreement resulting from negotiation:

(a) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2, stating procedures for reduction in work force.

(c) The right to determine:

(1) Appropriate staffing levels and work performance standards, except for safety considerations;

(2) The content of the workday, including without limitation, workload

factors, except for safety considerations;

(3) The quality and quantity of services to be offered to the public;

(4) The means and methods of offering those services, and

(d) Safety of the public.

Article 5. ASSOCIATION RIGHTS

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

(b) The Association may request reasonable information which is in the exclusive control of the City concerning any subject matter included in the scope of mandatory bargaining which the Association deems necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The City shall furnish the information requested without unreasonable delay.

(c) At least annually, the Association will designate no more than two employee representatives of the Association. This designation will be in writing and will be transmitted to the Sheriff and the City Director of Human Resources no later than July 31st of each year and within 30 calendar days of a change in one of the representatives by the Association. Designated employee representatives of the Association may conduct Association business on City property if such work occurs outside the representative's regular working hours, except when the employee representative is authorized to perform representational duties during his/her regular working hours as provided for in sections i, j, k, and 1 of this Article. The City may also grant special permission to conduct certain Association business during working hours if such activity does not interfere with or disrupt normal business of the department. The Association may use City buildings for its meetings if such use does not interfere with or disrupt the City's operations. The appropriate department head who has control

over the desired building must be contacted and the use of the facilities requested at least 48 hours in advance by the Association. Unless the facility is unavailable, the department head will not unreasonably withhold use of the meeting room.

(d) Designated employee representatives may make and receive telephone calls and email messages about Association business during business hours only if such activity does not interfere with or disrupt normal business of the department. In no case will any Association business or communication be conducted over the department's radio, dispatch, or mobile communication systems.

(e) The City will not interfere with, or discriminate with respect to any term or condition of employment against an employee because of his/her membership in the Association and/or his/her participation in any legitimate activity pursuant to this Agreement. The City will not encourage membership in any other employee bargaining organization.

(f) The Association recognizes its responsibilities as the exclusive negotiating agent and agrees to represent all employees in the Association without discrimination, interference, restraint or coercion.

(g) The provisions of the Agreement will be applied equally to all employees in the collective bargaining unit without discrimination and in conformity with all applicable Federal, State and local laws and regulations.

(h) Except as otherwise provided by state or local law or regulation, whenever a collective bargaining unit employee is on duty, he/she shall not engage in or be coerced to engage in any prohibited political activity.

(i) Up to two employee representatives of the Association who are designated by the Association as members of the negotiating team will attend negotiation meetings with the City on duty time if the negotiating meeting occurs during the employee's representative's regular work hours.

(j) One designated employee representative of the Association and the bargaining unit employee facing possible discipline shall be allowed to attend

disciplinary meetings if the bargaining unit employee is not otherwise represented. It is the responsibility of the bargaining unit employee to arrange for such representation. The Association representative and the affected employee will attend such meetings with the City and or Sheriff's Administration on duty time if the meeting occurs during the representative's and the employee's regular work hours.

(k) One designated employee representative of the Association and a grievant shall be allowed to attend grievance meetings with the City and or Sheriff's Administration. It is the responsibility of the grievant to arrange for such representation. The Association representative and the grievant employee will attend such meetings with the City and or Sheriff's Administration on duty time if the meeting occurs during the representative's and the grievant's regular work hours.

(l) Members of the Association's executive board shall be entitled to collectively use up to 40 hours of paid administrative leave for association business during any calendar year. In addition, each member of the Association may donate up to 10 hours of annual leave per year to a pool that may be used, hour for hour, by executive board members for Association business. The use of any leave under this provision shall be in a manner which does not disrupt normal business operations of the Department, as determined by the Sheriff or his/her designee. Such leave cannot be unreasonably denied.

(m) The Association may post notices of its activities and matters of business related to the Association only on a bulletin board specifically designated for these purposes and provided by the City. The Association may use the City's interoffice mail delivery system and/or the City's mail electronic (e-mail) system to communicate business matters of the Association or information of the Association, provided such activity does not interfere with or disrupt Sheriff's Department operations. The Association must comply with all provisions of the City's written e-mail policy when using the City's e-mail system.

Article 6. PAY RATES

(a) PAYMENT OF BARGAINING UNIT EMPLOYEES FOR FISCAL YEAR 2008:

Each employee shall receive a wage-rate adjustment in Fiscal Year 2008 retroactive to January 1, 2008 as set forth in Exhibit A.

(b) PAYMENT FOR EMPLOYEES FOR FISCAL YEARS 2009-2012: Each employee shall receive a base wage-rate percentage increase effective July 1 in Fiscal Years 2009 through 2012 as follows:

2009: 4% (Effective July 1, 2008)

2010: 3% (Effective July 1, 2009)

2011: 3% (Effective July 1, 2010)

2012: The base hourly wage rate increase will be predicated on a percentage of the total annual sales tax revenue increase to the City as listed in Exhibit B for fiscal year July 1, 2011 to June 30, 2012. Due to the fact that the information for sales tax revenue for June 2012 will not be presented to the City until after August, 2012, the wage rate increase will be retroactive to July 1, 2012 once the percentage of annual sales tax revenue is determined.

(c) NEW HIRE PROBATION: New employees, which includes those who have been rehired, shall be considered on probation for a period of twelve (12) months from date of hire, during which time the appointing authority will have the right to dismiss or retain the employee at its sole discretion. During the probationary period, the employee shall not accrue any seniority rights; however, upon the expiration of the probationary period, the employee shall be deemed a regular employee and his seniority shall date back to his date of hire.

All probationary employees are entitled to accrue all benefits of this Agreement unless otherwise specified. Probationary employees are eligible to use benefits accrued after six (6) months of employment.

Promoted employees shall be considered on probation for a period of twelve (12) months, during which time the appointing authority shall have the right to demote the

employee if the employee fails to successfully complete the probation.

Article 7. ANNUAL PERFORMANCE EVALUATION

(a) Each employee will receive an annual written performance evaluation on his/her anniversary date of hire following 12 months from the effective date of hire, and every anniversary date thereafter. A copy of this annual written performance evaluation will be placed in the employee's personnel file in the City's Human Resources Department. The performance evaluation may be used when considering any employment action.

(b) As indicated in Article 4 of this Agreement, the employer establishes work performance standards, except for employee safety considerations, and the content of the work performance standards are reserved to the employer and not subject to the grievance provisions of this Agreement.

Article 8. CALLBACK

(a) Except as it may conflict with the Nevada Administrative Code at 284.214, call-back pay is defined as compensation earned for returning to duty after a member has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than 12-hours notice.

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

(c) When the Sheriff, or his designated representative, deems it necessary to mobilize department personnel to meet an impending emergency, such as a riot, military actions, natural disaster or civil disorder, the provisions of Article 9 relating to overtime shall apply, in lieu of callback pay.

Article 9. OVERTIME

(a) OVERTIME DEFINED: Overtime will be defined as any hours worked

in excess of the regularly scheduled workday (ten (10) hours, or other shift pursuant to Article 20) or forty hours in any City schedule pay period, with the exception of any other shift pursuant to Article 20. Any overtime must be approved by the employee's supervisor. The seven (7) day pay period is defined as Friday, 12:00 a.m. through Thursday, 11:59 p.m. The following paid time off shall be considered time worked for overtime purposes: holidays, annual leave, sick leave and compensatory time off. Overtime will not accrue for any travel time between the employee's residence and the Sheriff's office.

(b) OVERTIME COMPENSATION RATE: Overtime shall be compensated at the rate of time and one-half of the base rate for an employee.

(c) OVERTIME PAID IN CASH OR COMPENSATORY TIME OFF: Overtime earned may be paid in cash or converted into compensatory time off under the following conditions:

1) Overtime earned during a workweek may be converted as compensatory time at the rate of time and one-half at the election of the employee.

2) Following a work week for which an employee received cash payment for overtime, he may not be directed to reduce work hours in order to maintain a constant level of earnings over the pay period in which the overtime was performed.

3) An employee may elect to receive payment for all compensatory time earned as accrued on July 1 and December 1 up to a maximum of 120 hours in any one fiscal year. To elect a payment, an employee must submit to management, only during the months of June and/or November of each fiscal year, a request in writing for payment of a specific number of accrued compensatory hours.

(d) TRAVEL TIME: Travel time will be compensated at the normal overtime rate when the time in transit exceeds regular working hours but is between work locations, and not between an employee's residence and the Sheriff's office.

Article 10. HOLIDAYS

(a) The following are paid holidays for employees of Carson City:

New Year's Day

Martin Luther King

President's Day

Memorial Day

Independence Day

Labor Day

Nevada Day

Veteran's Day

Thanksgiving Day

Family Day

Christmas Day

or any other day that may be appointed by the President of the United States, the Governor of Nevada or the Board of Supervisors for public fast, Thanksgiving or holiday. When a designated holiday falls on Saturday or Sunday, the Friday before or the Monday after, respectively, shall be granted as a holiday. For non-standard workweek employees who normally work Saturday or Sunday, if the designated holiday falls on Saturday or Sunday, such day shall be granted as a holiday for purposes of holiday pay. The non-standard workweek employee shall not accrue additional holiday time for Friday or Monday that is observed as the holiday for standard workweek employees.

(b) If a holiday falls during an employee's leave it shall not be charged as leave.

(c) HOLIDAY PAY: Pay for holidays will be as follows:

1. An employee shall be paid twice his/her base rate of pay for the actual number of hours worked that coincide with the designated City holiday. The holiday rate of pay begins on the graveyard shift the day before the designated City holiday. For example, if an employee works the graveyard shift on July 3rd, he/she shall accrue

holiday pay for the entire 10 hour shift. However, when that employee returns to work on July 4th for his/her next shift, he/she is not entitled to receive additional holiday pay for that shift. Holiday work may be granted in cash or in compensatory time off to be taken off with supervisory approval. An employee not scheduled to work on a designated City holiday will receive compensatory time equal to a regularly scheduled shift in accordance with Article 20.

2. An employee who is required to work a holiday on his/her regularly scheduled day off will be compensated at two and one-half times his/her base rate of pay for the length of the shift. Hours worked in excess of the scheduled shift shall be paid at straight time unless said hours exceed the regular shift under the provisions of Article 9.

Article 11. ANNUAL LEAVE

(a) SCHEDULE:

(1) An employee may earn but is not entitled to take annual leave until he/she has completed six months of service with the City. A regular, full time classified employee will be granted annual leave benefits as follows:

Time in Service	Accrual Rate
from 0 - 12 months	6 hours per month
from 12-24 months	8 hours per month
from 24-60 months	10 hours per month
60 months or more	14 hours per month
Maximum Accrual	240 hours

This schedule is based on continuous employment.

(b) ACCRUED ANNUAL LEAVE IN EXCESS OF THIRTY DAYS: Except as provided below any annual leave in excess of two hundred and forty (240) hours accrued in the manner provided for, shall be used prior to January 1st of the year following the year in which the annual leave in excess of two hundred and forty (240) hours is accumulated or the amount of annual leave in excess of two hundred and forty

(240) hours shall be forfeited.

If the previously approved scheduled leave is canceled by management and no additional time is available prior to the date when the employee will forfeit accrued annual leave as provided above, then the hours which the employee would have lost due to management's cancellation of approved leave, shall be allowed to accrue beyond the two hundred and forty (240) hour maximum or, at the employee's option may be paid at the employee's regular hourly rate for the hours in excess of the two hundred forty (240) hour maximum. The maximum number of hours which can be accrued due to management's cancellation of approved leave shall be three hundred (300). The employee's new maximum of accrued leave shall exist only until management is able to

schedule annual leave for the employee that reduces his/her accrued leave to the normal two hundred and forty (240) hour maximum.

(c) TIME ANNUAL LEAVE TAKEN: All annual leave will be taken at a time mutually agreeable to the employee and his supervisor. The selection of annual leave schedules shall be made in each department on a seniority basis.

Article 12. SICK LEAVE

(a) ACCRUED SICK LEAVE: Each employee shall be entitled to ten (10) hours of sick leave with pay for each month or major fraction thereof of actual service without limitation for use purposes, but with a maximum of 720 hours for purposes of compensation upon termination due to death, retirement or separation from service of those employees having 10 years or more of service in the public retirement system.

(b) COMPENSATION FOR UNUSED SICK LEAVE:

(1) Compensation for unused sick leave as described in paragraph (a) will be at the rate of one hour for every three hours accrued, to be paid at the eligible employee's hourly rate of pay. In the event of death, such payment will be made to a legitimate heir. As an alternative to the cash payout described in this paragraph, upon

retirement after 10 years of satisfactory service, employees may elect in writing to utilize a maximum of 720 hours of accrued unused sick leave on the basis of one hour for every three (33 1/3%) at the employee's regular hourly rate of pay unadjusted for retirement to pay for the employee's post-retirement group health insurance. If used for this purpose, the sick leave will be given a present value on the effective date of the Nevada PERS retirement base on one-third (1/3) of accrued sick leave up to a maximum of 720 hours (i.e. 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 group health insurance from the City-approved group insurance plan at the then-existing premium at the time of the monthly premium. 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 responsible for any premium payments once his or her account is exhausted. The employee will be notified at least one month before the account is exhausted. The employee remains solely liable for any premiums for qualified dependants if allowed by the terms of the City group health insurance policy. If the employee elects cash payment, he or 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 or she waives any cash payoff for accrued sick leave.

(2) In addition to the compensation for unused sick leave described in paragraph (a)(1) of this section, 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 one hour of service credit for one hour of sick leave, subject to the following conditions and limitations:

(a) Employees must maintain a balance of at least 400 hours of unused sick leave to be eligible to convert sick leave into retirement service credit.

Accrued, unused sick leave in excess of 400 hours may be converted into retirement service credit.

(b) An employee's conversion of unused accrued sick leave into retirement service credits shall be in increments of at least eight hours, subject to a maximum annual limit of 280 hours.

(c) Employees desiring to convert unused accrued sick leave into retirement service credits shall submit a written request, on a form approved by the City, to the Sheriff and City Manager on or before December 1 of each year. If the employee meets all the conditions set forth in this section, then the City shall deduct the designated amount of sick leave from the employee's account and proceed to purchase retirement service credits from PERS in an amount equal to the number of hours elected to be converted by the employee.

(d) Upon retirement under PERS while employed by the City, an employee may elect in writing to convert their unused accrued sick leave into retirement service credits up to a maximum of 680 hours.

(c) FAMILY/MEDICAL LEAVE: An employee may be eligible for Family/Medical Leave subject to the provisions of the Carson City policy and Federal Law to a maximum of twelve (12) weeks or four-hundred and eighty (480) hours in any twelve (12) month period.

(d) The City Human Resources Department will administer this leave and any leave granted is subject to requested and submitted medical documentation. All medical documentation will be maintained in strictest confidence by the City Human Resources Department.

(e) Medical documentation may be requested by the City Human Resources Department following any employee absence of three (3) consecutive days or more.

(f) In accordance with City policy, no sick time may be used when an employee is not sick.

(g) WORKER'S COMPENSATION: Any Worker's Compensation claim will

be administered through the City Human Resources Department and if an injury is sustained that results in time off from work, payment will be made pursuant to Carson City policy and NRS Chapter 616.

(h) PHYSICAL AGILITY INCENTIVE: Any employee who passes the P.O.S.T. physical agility certification during each of the six month periods July 1 through December 31 and January 1 through June 30 will be entitled to a cash bonus of five hundred dollars ($500) up to a maximum of two (2) times per year.

The City shall conduct the P.O.S.T. physical agility tests during regular business hours in the months of May and November of each year. The date and time of the tests shall be posted on department bulletin and briefing boards and the Association bulletin board not less than thirty (30) days in advance. An employee is entitled to release time to complete the tests and any needed uniform change or grooming after the tests using the department provided locker rooms. The tests should be conducted at a time to allow the maximum number of employees to take the tests with minimal schedule disruption (i.e., end of day shift, before swing shift, or end of graveyard, before day shift, or both.)

(i) POST-RETIREMENT INSURANCE: In lieu of cash payoff, an eligible employee may elect post-retirement conversion of sick leave after 10 years continuous satisfactory service to pay for post-retirement medical insurance under the City's group plan based on maximum of 1/3 of 720 sick leave hours. If used for post-retirement medical insurance, sick leave will be given a present value on the effective date of the PERS retirement based on 1/3 of accrued sick leave up to a maximum of 720 hours and will be placed in a non-cash, non-interest bearing account to pay for post-retirement medical coverage from the City approved group plan at the premium in effect at the time of the monthly premium payment. The employee account will be debited monthly and will expire when exhausted or when the retiree dies or is covered by another group or private policy or Medicare. If an employee elects cash payment of accrued unused sick leave, the employee waives post-retirement conversion of sick

leave. If the employee elects post-retirement conversion of sick leave, the employee waives a cash payoff.

(j) CATASTROPHIC LEAVE

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

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

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

2. Establishing the catastrophic leave account.

a. The City Manager may establish an account for catastrophic leave for all City employees.

b. An employee may request, in writing that a specified number of hours of his/her accrued sick leave be transferred from his/her account to the catastrophic leave account.

c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance in his/her account after the transfer is less than 240 hours. Sick Leave will be transferred at the rate of one hour for one hour credit donated.

d. The maximum number of hours which may be transferred in any one calendar year is 100. The minimum number of hours which may be transferred in any calendar year is 24 hours. Leave will be placed in a pool, however, the employee may transfer hours to the catastrophic leave account for use by a particular employee, who is eligible to receive the donation.

e. Any hours of sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to section 4 of this Article.

3. Request for catastrophic leave.

a. An employee who suffers a catastrophe as defined in Section 1, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his or her account. The maximum number of hours that may be transferred to an employee pursuant to this 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 or she has used all his or her accrued 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 or 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 any 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 final and is not subject to the grievance procedure, judicial review or review by the Board of Supervisors.

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, judicial review or review by the Board of Supervisors.

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

(1) The catastrophe ceases to exist; or

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

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

6. Maintenance of records on catastrophic leave.

a. Personnel shall maintain the records and report to the City Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost to carry out this provision.

7. Employee: Definition

a. The term "employee" as used in this policy includes all City employees.

8. Substantiation of Catastrophic Condition

a. The City Manager or his designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his choosing. The cost of such written

substantiation shall be borne by the employee.

Article 13. GROUP HEALTH INSURANCE

(a) All employees shall have the benefit of participating in the City existing or successor group health insurance program. In the event of participation by an employee, and, if applicable, any dependent, the City shall pay 100% of the employee's premium for group health insurance coverage and 50% of the premium for the employee's dependent(s) (single plus one or family) for group health coverage.

(b) The City shall enroll each eligible employee in the program of ambulance insurance on the terms offered by the Carson City Fire Department. This benefit shall exist only so long as the Fire Department offers the program. The terms and conditions under which the benefit is provided are established at the sole discretion of the Carson City Fire Department and are neither part of this Agreement nor negotiable between the parties to this Agreement. Employees will be enrolled during the first available enrollment period.

Article 14. GROUP LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for a fifty thousand dollar ($50,000.00) policy or policies of that value in the aggregate of Group Term Life Insurance for each of the employees.

Article 15. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

(a) The employees may authorize payroll deductions for the purpose of paying the Association dues. Upon the execution of the proper personnel payroll document filed with the Director of Finance, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an employee, on a bi-weekly basis, such sums as the employee may specify for Association dues, the City's approved group health and dental insurance and the City's approved credit union.

(b) The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any

proceed to non-binding mediation. Mediation must be held within twenty-one (21) days of the written notice provided by the City Human Resources Director unless mutually agreed upon by the City and the Association. If the parties are unable to agree on a person to act as a neutral mediator, a request for a mediator shall be made to the Federal Mediation and Conciliation Services (FMCS) by either party. Any costs of mediation shall be split between the Association and the City. If the parties are unable to resolve the grievance through mediation, the grievant may, within ten (10) working days of mediation, submit the grievance to arbitration for resolution.

(e) If the grievance is not resolved through mediation, the grievance may be submitted to arbitration by notifying the other party in writing within ten (10) working days of the deadlock. If a grievance is not submitted to arbitration after mediation, it shall be deemed denied or settled on the basis of the last administrative decision. The party requesting arbitration shall notify the other party within the ten (10) working day period. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service, or the American Arbitration Association. Failure to make a written request for a list within thirty (30) working days after notice to the other party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. The Arbitrator shall be selected in the manner provided by NRS 288.200.

(f) The Arbitrator shall convene a hearing as soon as reasonably possible at the mutual convenience of the Arbitrator and the parties. The expenses for witnesses or counsel for either side shall be paid by the party producing such witnesses or retaining such counsel. A stenographic record shall be taken of each hearing. The costs of the record, the Arbitrator's fees and expenses shall be assessed by the Arbitrator on either or both parties in his discretion.

(g) The Arbitrator shall have no authority to amend or delete any of the terms of this Agreement or any of the Sheriff's Department rules, regulations and policies.

Decision of the Arbitrator shall be based solely on the evidence and the arguments presented by the parties at the arbitration hearings, and the decision of the Arbitrator shall be final and binding except as provided by law.

(h) Time limits prescribed in this Article are intended to expedite the grievance procedure. Failure of the aggrieved Employee(s) to comply with this Article within the set time limits shall constitute a waiver of the grievance. Any time limits may be extended by mutual written agreement of the parties which shall not be unreasonably withheld.

(i) The Sheriff will neither settle nor deny the grievance without first notifying the Association that the grievance has been filed. In all instances , the Association has the right to intervene. If the Association did not agree to arbitration, it shall not be responsible for any fees or expenses under Section D. The grievant, however, will be responsible for any fees or expenses under Section D. In addition, if the Association does not agree to arbitration, the Arbitrator may require the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis of the last administrative decision.

Article 17. BILL OF RIGHTS

This contract hereby adopts and incorporates by this reference the provisions of Chapter 289 of the Nevada Revised Statutes, Police Officers Bill of Rights, as they may be amended from time to time.

Article 18. DEPARTMENTAL TRAINING COURSES

(a). Upon approval of the Sheriff and if budgeted department training funds are available, bargaining unit employees will be reimbursed for reasonable tuition, books and consumable educational material costs for educational training courses that meet the following conditions:

1. The training is directly related to the required skill or education for the employee's current position. No reimbursement can be made for promotional

preparation except for those employees who are pursuing their certification for POST I, POST II or POST III levels.

2. The training is in accordance with the departmental training program.

3. The costs are borne by the employee and any support, grant, assistance provided or assumed by another institution, government agency, scholarship or grant-in-aid will be deducted from any reimbursement amount.

4. The course must be taken from a recognized and accredited school or POST certified program and the employee must present evidence of successful attendance and completion of the training before reimbursement can be considered for approval by the Sheriff.

5. The employee provides written, official documentation of the costs of tuition, books, and consumable education materials actually used as a requirement of the course at the time he requests reimbursement.

6. The decision of the Sheriff about the relatedness to current job performance are final and not subject to grievance by the employee under this Agreement.

7. The decisions of the Director of Human Resources about the recognition and accreditation of the school or program and the Director of Finance about the adequacy of the documentation regarding reasonable costs and successful completion are final and not subject to grievance by the employee under this Agreement.

(a) Training and/or courses taken by an employee under the provisions of this Article will normally be taken on the employee's personal time; however, the Sheriff may grant annual leave or administrative leave on a case-by-case basis depending on the Sheriff's assessment of the contribution that the training will make to current job performance. In no case may the Sheriff grant administrative leave in excess of 40 hours in a fiscal year for any single course.

(b) Training at the direction of the Sheriff will be at the department's expense

and time and related travel by the employee will be governed by the Fair Labor Standards Act and the City's travel policies.

Article 19. STANDBY AND ON-CALL PAY

(a) An employee who is requested to be on a standby status shall be paid at the rate of .50 cents per hour for each hour of standby status.

(b) Lieutenants/Captains assigned to scheduled on-call status, will receive ten (10) hours of compensatory time for each work week assigned to such activity. Lieutenants/Captains assigned to on-call status of less than one (1) work week shall not receive ten (10) hours of compensatory time, but will receive .50 cents for each hour the employee is on on-call status pursuant to subsection (a), standby status.

Article 20. WORK DAY

(a) Except as provided herein, the preferred work day, e.g., shift, for all employees covered by this Agreement shall be ten (10) hours. However, should there be insufficient staffing to cover a ten (10) hour work day schedule, the Sheriff may require employees to work a nine (9) hour work day until adequate staffing levels are restored. Additionally, should the Board of Supervisors declare a state of emergency, the Sheriff may require employees to work a twelve (12) hour work day. The Sheriff may impose alternative work days (9-hour or 12-hour) for ninety (90) consecutive calendar days, which can be extended for an additional ninety (90) calendar days with the mutual agreement of the Sheriff and the Association.

1. The scheduling of work days and work weeks shall be at the direction of the Sheriff, provided that all employees have consecutive days off.

2. At the request of either party, on or about November 1 and April 1 of each year, the parties shall meet and review the effectiveness of the work day and schedules utilized and, if necessary, renegotiate the length of the work day.

Article 21. DISCIPLINARY ACTIONS

Per the City's policy, disciplinary action shall be administered on a progressive basis for just cause unless circumstances warrant more escalated discipline.

(a) WARNING AND REPRIMAND

Whenever employee performance falls below standard, the supervisor shall inform the employee promptly and specifically in writing of any deficiency. If appropriate and justified, following a discussion of the matter with the employee, a reasonable period of time of no less than thirty (30) days, will be allowed for improvement or correction before initiating disciplinary action. In situations where oral or written warning has not resulted in a correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel folder, filed at the City Human Resources Department.

(b) SUSPENSION

If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an employee may be suspended without pay for cause by the Sheriff or his designee for a period not to exceed 240 hours.

(c) INVOLUNTARY DEMOTION AND DISMISSAL

When other forms of disciplinary or corrective action have proved ineffective or when the seriousness of the offense or condition warrants, the Sheriff, or his designee, may demote or dismiss for cause.

(d) NOTICE OF SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL

The Sheriff's decision regarding suspension of more than ten (10) scheduled shifts, involuntary demotion or dismissal shall be given to an employee in writing specifying the action to be taken, detailing the grounds upon which the action is based, including specification of standards, rules, regulations or policies violated and date of action taken, which shall not be earlier than five (5) working days from date of delivery of Specificity of Charges to the employee.

Receipt shall be deemed the date of personal delivery of the notice to the employee which also shall be the effective date of said discipline unless another

effective date is specified in said notice.

The appointing authority may elect to serve notice upon the employee by mail. In such event, the notice should be mailed to the employee at his last known address by registered or certified mail, return receipt requested. Receipt shall be deemed the date of delivery as indicated on the return receipt. Should the notice be returned to the sender, receipt shall be deemed to be on the third day after the date of mailing the notice.

(e) SPECIFICITY OF CHARGES.

(1) Before any disciplinary action can be taken under subparagraph (b) or (c), the employee to be so disciplined must be provided with a Specificity of Charges including statement of facts constituting conduct for which discipline imposed, together with statement of specific rules, regulations, ordinances, laws or policies violated.

(2) The Specificity of Charges must be signed by the Sheriff or his designee.

(3) The employee who is subject of the discipline must be given an opportunity to sign the Specificity of Charges. The employee's signature, however, does not constitute an admission of guilt. The signature is merely acknowledgment of receipt of Specificity of Charges.

(f) GRIEVANCE REVIEW OF DISCIPLINARY ACTIONS.

All disciplinary actions are subject to review by appeal through the grievance procedures set out in Article 16.

Letters of hearing or reprimand not appealed through grievance procedure at time of issue are nevertheless subject to evidence of mitigation or aggravation in any disciplinary action, in which such letters are a basis for, or are offered in support of all subsequent disciplinary action.

Article 22. DUTY TO DEFEND.

The city has a duty to defend any employee named as a defendant in any action

arising out of scope or performance of employment duties coupled with the tender of a defense on behalf of the employee with adequate notice and participation in all aspects of proceedings, including any compromise and settlement, trial, appeal up to and including final disposition subject to the provisions of the Nevada Revised Statutes. The City shall hold harmless and indemnify any employee named in any and all claims, judgments, losses and demands as a result of such actions.

Article 23. RETIREMENT

(a) All employees covered by this Agreement shall be covered by the State of Nevada Public Employees Retirement System under benefits granted to Firemen/Policemen, pursuant to NRS Chapter 286.

(b) The employer agrees to pay the amount of the current retirement contributions to the Nevada Public Employees Retirement System, as set on July 1, 2003, any increase in contributions shall be paid according to law.

(c) The employer agrees to make Health Insurance Coverage available to all members who retire from this department and who are eligible to receive retirement benefits. Retiree participation in the Health Plan shall be by election and at retiree expense.

(d) Employees who have attained the age of seventy (70) years will be eligible for continued employment on a year to year basis upon the recommendation of the Sheriff and approval of Board of Supervisors.

(e) Employees shall be retired from employment with the City in accordance with the provisions of this Article and NRS 286.

Article 24. UNIFORM ALLOWANCE

(a) The City will pay each employee a uniform allowance of $850.00 per year with semi-annual payments included with the first paycheck of June and the first paycheck of December. Effective July 1 of each subsequent year of this agreement, the uniform allowance will increase by $50.00. Said uniform allowance will cover the full cost of original purchase, replacement and upkeep of said uniform during the time of

the employment with the City. Should the Sheriff alter, modify, or change in any way, the existing uniform requirements, the Association shall be given reasonable notice. City will bear full cost of any such alterations, modifications or changes in the existing uniform requirements.

(b) The City will purchase uniforms and other gear required but not issued by the Department for each new lieutenant/captain hired. A lieutenant/captain for whom such purchases have been made shall not receive uniform allowance on the first two occasions when such checks are issued after the date of his or her hire. If a lieutenant/captain on whose behalf such purchases are made is terminated or leaves the service of the department for any reason during the probationary period, the uniforms and other gear purchased shall be returned to the department.

(c) The City will purchase body armor and one body armor cover for each lieutenant/captain once every five years, with such expenditure not to exceed $800.00 per lieutenant/captain. The cost of the body armor purchased will be paid by the Department directly to the vendor of such body armor upon presentation to the Sheriff or his designee a receipt for the purchase. The purchase of Body armor under this section will apply to 25% of the covered employees per year of this agreement. The Association will provide to the Department a list of those employees eligible during each year of the agreement.

(d) The Department will pay up to $800.00 for the purchase of body armor for each new lieutenant/captain hired. The lieutenant/captain must purchase the vest from a supplier approved by the department. The Department will make payment directly to the supplier. A lieutenant/captain who obtains body armor pursuant to this paragraph and is not employed beyond the end of his or her probationary period for any reason shall return the vest or the amount subsidized by the Department to the Department upon his or her separation from service.

(e) In the event employees lose or damage uniforms, equipment, watches or eye glasses in performance of duties and not caused by the employee's own

negligence, City will reimburse cost of item(s) lost or damaged as follows:

1. Watches and sunglasses: up to $50.00 each per incident.

2. Prescription glasses: $100.00 plus 50% of cost over $10.00 up to maximum of $300.00 per incident.

3. All other items: $200.00 total per incident.

This provision shall include clothing worn by officers assigned in plain clothes capacity.

In order to receive benefit under this Article, employee must report any claims prior to the end of the shift in which the incident occurred, unless such report is not possible or practical at that time. Officers must turn in all damaged equipment or clothing for reimbursement. Items will be replaced with like-kind or cost equivalent value.

Article 25. SPECIAL PAY PRACTICES

(a) EDUCATION AND P.O.S.T. INCENTIVES:

Any employee who has obtained an Associate's Degree in either Criminal Justice or Business Management shall receive a 2.0% pay increase. Any employee who has obtained a Bachelor's Degree in either Criminal Justice or Business Administration shall receive a 4.0% pay increase. Any of these degrees must be earned at a fully accredited college, community college or university. The employee must provide a certified copy of the degree awarded to the City Human Resources Department from the accredited institution. An employee must complete the probationary period to be eligible for the education incentive pay.

Employees who attain a Nevada Intermediate, Advanced, Management or Executive P.O.S.T. certificate shall receive the following proficiency pay annually on the first pay day of December of each calendar year:

(1) Intermediate P.O.S.T. certificate- $300.00

(2) Advanced P.O.S.T. certificate- $500.00

(3) Management P.O.S.T. certificate- $1,000.00

(4) Executive P.O.S.T. certificate- $2,000.00

(b) LONGEVITY:

(1) After eight years of service, employees will receive $200 semi-annually payable on the first payday of June and the first payday of December. For each additional year of service after eight years, the employee will receive an additional $25 semi-annually payable in the same manner. Thus, an employee in his or her ninth year of service will receive $200 semi-annually, and an employee in his or her 10th year of service will receive $225 semi-annually. The longevity package will cap at 25 years of service.

(2) To be eligible for longevity pay, an employee must have had no major discipline (suspension or demotion) in the previous 18 months. Thus, an employee will not be eligible for longevity pay until he or she has been discipline free for 12 months. After 12 discipline-free months, the employee will be eligible for longevity pay on the next date it is normally disbursed.

(3) An employee must have a standard or better evaluation to be eligible for longevity pay. An employee who receives a below-standard evaluation will not be eligible for longevity pay until the date of his or her next annual evaluation. If such evaluation is standard or better, the employee will receive longevity pay on the next date it is regularly disbursed.

(4) It is agreed by the City and the Association that during fiscal year 2012, July 1, 2011 through June 30, 2012, the employees are not eligible to receive longevity pay pursuant to this Article.

Article 26. LAYOFF POLICY AND PROCEDURE

I. DEFINITIONS FOR THIS POLICY ONLY

a. Break In Service. A break in service occurs when an employee resigns, is discharged for cause or retires. However, city seniority accrued prior to layoff shall be continued upon recall and re-employment. Job classification seniority may be continued provided that the employee is rehired into the same job classification.

Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into city service. A leave designated under the FMLA shall not be considered a break in service.

b. City Seniority. An employee shall have city seniority as of the date of hire following the successful completion of the initial probationary period.

c. Divisions. A division is defined as a clearly established first sub-unit of a department which has been determined by the department administrator.

d. Job Classification Series. A job classification series is defined as the normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty. The minimum qualifications, tests for fitness, and the duties and responsibilities are similar but different in level. Class series also includes all positions which an employee has previously held within the Sheriff's Department.

e. Job Classification Seniority. An employee shall have job classification seniority as of the date of appointment to the job following the successful completion of the probationary period.

f. "Regular" Employee. An employee who has completed the probationary period, but is serving a new probationary period for any reason is considered a regular employee for layoff purposes. If an employee has been employed in a class series for a period of time equivalent to the minimum required to complete a probationary period, but because of promotions within that class series had never completed a probationary period, shall for layoff purposes be considered an employee.

g. Seniority shall be calculated on the basis of calendar days of continuous service.

II. PROCEDURE

a. Determination of job classifications to be Affected by Layoffs. The Sheriff shall determine which job classifications of that department will be subject to

layoffs.

b. Notice to Bargaining Unit. 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 Bargaining Unit at least seven (7) calendar days prior to the effective date of notification to employees.

c. Sequence of Layoff.Within the job classifications selected for layoff, the following sequence of layoff shall occur:

1. Probationary employees shall be laid off first,
2. Regular employees shall be laid off only after those layoffs within paragraph 1 of this provision have been exhausted.

d. Notice of Layoff. All employees to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

e. Vacancies. Whenever possible, employees will be permitted to fill available vacancies, provided the employee meets minimum qualifications and successfully completes any necessary tests. If offered, the employee must submit his/her decision in writing within seven (7) calendar days of notification to the City Human Resources Department .

f. Bumping.

1. Any regular employee who is to be laid off may elect to replace an employee in a lower level of the same classification series provided the bumping employee:

a. has more city seniority than the employee being bumped;

b. meets the minimum occupational qualifications.

2. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped and the step closest to his/her, the employee exercising the bumping right, existing salary at the time of the layoff.

3. Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this paragraph. The decision to bump must be submitted in writing within seven (7) calendar days of notification.

4. Those employees laid off within the Sheriff's Department who have attained their present positions by promotion or appointment through the affected class series will have employment rights at the next lower level within the department and will become the senior member in the lower class.

g. Seniority. Whenever it is determined that a layoff of employees shall occur, the city agrees to supply current city seniority lists and job series seniority lists to the Bargaining Associations for the jobs being affected.

h. Ties. In the case of seniority or job classification ties, scores will be used to break it if available; i.e., highest score. If scores are not available, then lots shall be drawn.

III. RECALL.

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

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

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

d. An employee recalled to his former or equated job classification must report for re-employment on the date established by the department administrator

or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.

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

f. An employee on layoff accrues no additional sick leave or vacation time.

Article 27. COURT TIME

(a) An employee who appears to testify pursuant to a subpoena in any court or administrative proceeding that is required by the employee's job shall receive his regular salary during the period of court or administrative testimony or pretrial conference required by the District Attorney. If said court or administrative testimony is during the employee's regular time off, he/she shall be entitled to a minimum of three (3) hours overtime pursuant to Article 9 if said employee has already worked in excess of forty hours a week during the time scheduled for said court testimony. Said court time includes time involved in obtaining evidence or other related matters at the Carson City Sheriff's Office. The employee must first obtain his supervisor's written approval in order to be eligible for overtime for any pretrial conference required by the District Attorney or for any time involved in obtaining evidence or other required matters at the Carson City Sheriff's Office. Employees subpoenaed to testify by the District Attorney shall tender any witness fees received to the City. Employees who testify pursuant to a subpoena during the employee's regular time off shall not be entitled to call back pursuant to Article 8. Employees who are not subpoenaed but are ordered to testify by the District Attorney or by the employee's supervisor are entitled to call back pursuant to Article 8. If the subpoena is canceled or the order to testify rescinded prior to the off duty employee's departure for his court appearance, there shall be no entitlement to overtime pursuant to this Article.

Article 28. JURY DUTY

Any employee of the City who is required to serve on any jury shall receive his regular salary during the period of jury service, provided that he remit his compensation for such jury duty to the Clerk for deposit in the General Fund.

Article 29. MILITARY LEAVE

Any employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces shall be relieved from his duties upon request to serve under orders on training duty without loss of his regular compensation for a period not to exceed fifteen (15) working days in any calendar year. Any such absence shall not be deducted from the employee's accrued vacation.

Article 30. ADOPTION OF AGREEMENT AND AMENDING PROCEDURE

(a) ADOPTION: This Agreement will be deemed adopted and binding, terminating negotiations during its term upon approval and subscription of the Association and the City.

(b) AMENDMENTS: If either the Association or the City desires to modify or change this Agreement during its term, they shall serve written notice on the other party setting forth the nature of the modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of the proposal.

Any amendment, whether a proposed amendment or an alternate to a proposed amendment, that may be mutually agreed upon shall become part of this Agreement, effective on the agreed date.

By adopting this Agreement, the Association agrees that they will not seek any additional wage demands during the duration of this Agreement, but are entitled to entertain negotiations seeking to amend this Agreement concerning non-wage benefits.

(c) BENEFITS: No presently existing benefit, whether monetary or otherwise, may be reduced below its present level, whether such benefit is the subject of this contract, regular, ordinary, regulation or established custom of the Sheriff's

Department.

Article 31. SAVINGS CLAUSE

(a) This Agreement is the entire Agreement of the parties terminating all prior arrangements and practices and concluding current negotiations during the term of this Agreement. The City shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement; the Association or the City Board of Supervisors may request discussion if it wishes.

(b) Should any provisions of this Agreement be found to be in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect.

The Parties hereto agree to renegotiate any provision found to be in contravention of State or Federal law.

Article 32. ABSENCE OF SHERIFF

Any reference to the Sheriff in this Agreement, shall include his authorized designee should the Sheriff be absent for any reason.

Article 33. DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall become effective July 1, 2007, following ratification and approval and shall continue in force until June 30,2012.

CARSON CITY

By:_____
MARV TEIXEIRA, Mayor

ATTEST:

_____
ALAN GLOVER, Clerk/Recorder

CARSON CITY SHERIFF'S
SUPERVISORY ASSOCIATION
on behalf of the Carson City,
Lieutenants/Captains

Deleted: Lieutenants

By:_____
BOB WHITE, Representative
CCSSA on behalf of the,
Lieutenants/Captains

Deleted: Lieutenants