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#### Carson City Agenda Report

Date Submitted: April 23, 2010 Agenda Date Requested: May 6, 2010 Time Requested: 5 minutes To: Board of Supervisors From: Jennifer Schultz, Human Resources Director Subject Title: Action to approve Addendum #2 to the collective bargaining agreement between Carson City and the Carson City Employees Association effective for the period of July 1, 2010 to June 30, 2012. (Jennifer Schultz) Staff Summary: Negotiations between Carson City and the Carson City Employees Association have been successfully concluded, resulting in a proposed contract addendum. This contract addendum the interests of both the City and the employees. 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 approve Addendum #2 to the collective bargaining agreement between Carson City and the Carson City Employees Association for the period of July 1, 2010 to June 30, 2012. Explanation for Recommended Board Action: The Board of Supervisors is requested to approve this proposed Addendum #2. Following BOS approval, the new terms and conditions will take effect July 1, 2010. Applicable Statue, Code, Policy, Rule or Regulation: Nevada Revised Statute – Section 288 Fiscal Impact: No Cost of Living Adjustment and no merit adjustment for two years. Increase annual leave accrual for the same two year period. **Explanation of Impact:** Reduction to the general fund. Funding Source: See above

Prepared By: Jennifer Schultz, Human Resources Director

Supporting Material: Proposed Addendum #2

**Alternatives:** Approve or instruct that negotiations resume

Reviewed By:  (Department Head)  (City Mariager)  (District Attorney)  (Finance Director)  Board Action Taken:	Date: $\frac{4-23-10}{23-10}$ Date: $\frac{4}{27-10}$ Date: $\frac{4}{27-10}$
Motion:	Aye/Nay

#### **ADDENDUM #2**

This Addendum #2 is executed this sixth day of May, 2010, by and between Carson City, (hereinafter "City"), and Carson City Employees Association, (hereinafter "Association"), and is an Addendum to and modification of the Collective Bargaining Agreement, (hereinafter "Agreement"), between Carson City and the Association, which was entered into on November 6, 2008.

WHEREAS the City has informed the Association that it is experiencing severe revenue shortfall from that expected when the Agreement was originally entered into and the Association has been presented with evidence of such shortfall; and

WHEREAS the City has informed the Association that because of the shortfall it may be necessary to layoff City employees, including some represented by the Association; and

WHEREAS the parties are desirous of avoiding layoffs of persons represented by the Association, if possible; and

WHEREAS the Association has obtained authorization from its membership to give concessions to the City from certain provisions contained in the Agreement in order to lessen the amount of layoffs which may nevertheless occur, including, but not limited to a two-year wage freeze and modification of insurance benefits, in exchange for increased annual leave;

NOW THEREFORE the parties agree to modify the Agreement only as set forth below:

- 1. Amend Article 14, "Compensation," Section 14.1(c) and 14.1(d) by eliminating those sections. In doing so, the parties agree that future increases to base salary which may become effective July 1, 2012, will be subject to negotiation.
- 2. Amend Article 14, "Compensation," Section 14.2, by holding that section in abeyance for two years, i.e., between July 1, 2010, and June 30, 2012. The parties agree that unless s specifically modified prior to June 30, 2012, by mutual agreement, such section will be reinstated effective July 1, 2012, pursuant to Article 35, Section 35.2, if applicable.
- 3. Amend Article 17, "Annual Leave," Section 17.1, "Computation of Vacation Days," as follows:
  - a. All regular full-time employees shall accumulate 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

- No employee shall be permitted to take annual leave until after 6 months continuous employment.
- 4. The parties agree that the amendment to Article 17, Section 17.1, as noted above shall only be effective from July 1, 2010, through June 30, 2012, i.e., the effective period of the two-year wage freeze, and that the monthly accumulation of annual leave shall revert to the hours stated in said section as currently agreed to and be effective July 1, 2012, unless specifically modified in subsequent

negotiations. 5. The parties have previously reached agreement on modification of Article 24, "Insurance Benefits," Section 24.1(c), which were presented to Association representatives and agreed to by them on March 2, 2010, and subsequently ratified by the membership, which modifications are incorporated herein by reference. 6. The parties agree all remaining Articles of the collective bargaining agreement shall remain in full force and effect through and including June 30, 2012, unless specifically modified in writing prior to such date. DATED this \_\_ day of May, 2010. **CARSON CITY** CARSON CITY EMPLOYEES **ASSOCIATION** By: \_\_\_\_\_ By: \_\_\_\_\_ lts: \_\_\_\_\_ lts: \_\_\_\_\_\_

### CARSON CITY CLERK-RECORDER

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2008-2012

AGREEMENT

FILE NO. 384107

CARSON CITY RECORDER

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**CARSON CITY** 

and the

#### CARSON CITY EMPLOYEES ASSOCIATION

(July 1, 2008 - June 30, 2012)

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employee and the City for the purposes of adjusting salary increases or salary reductions as outlined in the PERS Official policy in effect at the time.

#### **ARTICLE 14**

#### COMPENSATION

#### 14.1 SALARIES

- a. Effective July 1, 2008, all employees regularly occupying positions covered by the bargaining agreement will receive a 3.00% increase in their base salary. On July 1, 2008, all of the salary ranges covered by the agreement will be increased by 3.00% over the rates in effect on June 30, 2008. These new rates are listed in Schedule A for FY 2008-2009.
- b. Effective July 1, 2009, all employees regularly occupying positions covered by the bargaining agreement will receive a 3.00% increase in their base salary. On July 1, 2009, all of the salary ranges covered by the agreement will be increased by 3.00% over the rates in effect on June 30, 2009. These new rates are listed in Schedule B for FY 2009-2010.
- c. Effective July 1, 2010, all employees regularly occupying positions covered by the bargaining agreement will receive a 2.00% increase in their base salary. On July 1, 2010, all steps in each of the salary ranges covered by the agreement will be increased by 2.00% over the rates in effect on June 30, 2010. These new rates are listed in Schedule C for FY 2010-2011.
- d. Effective July 1, 2011, all employees regularly occupying positions covered by the bargaining agreement will receive a 2.00% increase in their base salary. On July 1, 2011, all steps in each of the salary ranges covered by the agreement will be increased by 2.00% over the rates in effect on June 30, 2011. These new rates are listed in Schedule C for FY 2011-2012.

### 14.2 MERITINCREASE - HOLD IN ABEYANCE July 1,2010 - June 30, Zo12

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay.

- a. Employees who are serving their 12 month initial probation shall receive, upon successful completion thereof, a 2.0, 3.5, or 5.0. percent merit increase.
- b. Upon each successive anniversary date, on the recommendation of the appointing authority, annual merit increases may be granted 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 standard performance rating; a (3.5%) pay increase in recognition of an overall very good performance rating; a (5.0%) step pay increase in recognition of an overall exceptional performance 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 head shall inform the employee, in writing, and state the reasons upon which the decision was based, and a prescribed remedy to improve employee's performance.

If within three months the employee has corrected the deficiency, the merit salary increase will be granted and paid from that date.

#### 14.4 BASIS OF EVALUATIONS

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

#### 14.5 STANDBY PREMIUM PAY

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

- Employees shall receive 10 percent of their regularly hourly rate for each hour,
   or fraction thereof, spent on standby time.
- b. Employees shall be paid at the rate of one and one half (1.5) times their regular hourly rate for each hour, or fraction thereof, of actual work.

c. Employees who are on standby time on any holiday listed in Section 16.1 shall receive ten percent of their regular hourly rate for a period of not less than 24 hours. If the employee is called back to work, the 10% would be paid only on the hours actually spent on standby.

#### 14.6 SHIFT DIFFERENTIAL

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

#### 14.7 CALLBACK PAY

- a. An employee who is called back to work before or after his regular work schedule shall receive a minimum of two hours pay at the rate of one and one half (1.5) times the current contract salary. An employee who has returned home and is out of service after a caliback shall receive a minimum of two hours pay at the rate of one and one half (1.5) times the current contract salary for each successive callback up to a maximum of eight callbacks in a 16-hour period or 12 callbacks in a 24-hour period. An employee who receives a successive callback prior to returning home and going out of service shall not receive callback pay for the successive callback, but shall receive pay at time and one half for all hours worked.
- b. When an employee is called at home and the employee performs the required tasks at home or by telephone, such employee shall receive callback pay for a minimum of one half hour or actual hours worked, whichever is greater, at the rate of one and one half (1.5) times the current contract salary.
- c. Any employee who is eligible to receive call-back pay may elect to convert his/her call-back pay to compensatory time at the rate of 1.5 hours for each hour of call-back pay status.

#### 14.8 COURT TIME

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An employee who appears to testify pursuant to a subpoena in any criminal/civil court or administrative proceeding that is required as a result of the employee's job shall receive his/her regular salary during the period of court or administrative proceeding or pretrial conference. If said court or administrative proceeding is during the employee's regular time off, and in the event that the employee's schedule cannot be changed to accommodate court schedules, 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. The employee must first obtain his/her supervisor's written approval in order to be eligible for overtime for any pretrial conference. Employees subpoenaed to testify 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 14.7. If the subpoena is canceled or the order to testify rescinded prior to the off duty employee's departure for his/her court appearance, there shall be no entitlement to overtime pursuant to this Article. Any alternative work schedule provided in order to accommodate the employee's attendance at any court or administrative proceeding or pretrial conference is not subject to the provisions of Article 8.1.

#### **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.

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accrue 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.

#### **ARTICLE 17**

#### **ANNUAL LEAVE**

## 17.1 COMPUTATION OF VACATION DAYS Effective July 1,2010 - June 30, 2012.

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

Less than 1 year:

1.3 Shours

After 1 year but less than 2 years:

11.3 8 hours

After 2 years but less than 5 years:

13.3 10 hours

After 5 years of continuous employment:

17.3 14 hours

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

#### 17.2 LIMITATION

A maximum of 240 unused vacation hours will be allowed to accrue from year to year. Accrued annual leave in excess of 240 hours must be taken prior to January 1 of each year, or such excess may be forfeited. An employee who has accrued 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

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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 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.
- 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,