

18 OP 00001 IB

Rept I & II

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA AND THE CARSON CITY JUSTICE/MUNICIPAL COURT IN AND FOR CARSON CITY

IN THE MATTER OF THE ADMINISTRATIVE ORDER RE:

CASE NO.

AMENDING THE ESTABLISHED SALARY AND BENEFITS FOR THE JUVENILE PROBATION OFFICERS, MARSHALS AND BAILIFFS

SUSAN MERRILL
CLERK
JUVENILE
COURT
CITY

2018 MAY 30 AM 11:37

REC'D & FILED

ADMINISTRATIVE ORDER:

WHEREAS, the Courts directed the Court Administrator and Chief Juvenile Probation Officer to compare the current "Summary of Salary and Benefits for the Juvenile Probation Officers, Marshals and Bailiffs" ordered on July 2, 2014 to the 2017 executed contract between Carson City and Carson City Deputy Sheriff's Association and make recommendations to proposed revisions thereto; and

WHEREAS, the First Judicial District Court Judges and the Carson City Justice/Municipal Court Judges reviewed and adopted the proposed revisions to the "Summary of Salary and Benefits for the Juvenile Probation Officers, Marshals and Bailiffs."

IT IS HEREBY ORDERED that the "Summary of Salary and Benefits for the Juvenile Probation Officers, Marshals and Bailiffs" attached hereto, amending the prior Summary, shall become effective on July 1, 2018 and shall remain in effect unless changed as provided herein.

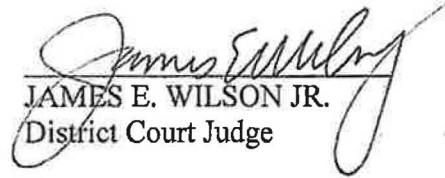
IT IS FURTHER ORDERED that the Senior Juvenile Probation Officer (Grade M1) position created by the Administrative Order on June 2, 2016, as part of the restructure of the Juvenile Probation Department, be included in and receive the benefits as defined in the "Summary of Salary of Benefits for the Juvenile Probation Officers, Marshals and Bailiffs."


IT IS FURTHER ORDERED that the Court Administrator work with the Carson City Human Resources Department and the Carson City Finance Department for implementation of the "Summary of the Salary and Benefits for the Juvenile Probation Officers, Marshals and Bailiffs."

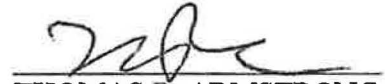
IT IS FURTHER ORDERED that this Administrative Order and the "Summary of Salary and Benefits for the Juvenile Probation Officers, Marshals and Bailiffs" shall be filed with the First Judicial District Court Clerk's Office and copies disseminated by the clerk to the Carson City City's Managers Office, Human Resources Department, Carson City Finance Department, District Attorney's Office and to each applicable employee.

DATED this 30 day of May, 2018.


JAMES T. RUSSELL
District Court Judge


JAMES E. WILSON JR.
District Court Judge


JOHN TATRO
Justice of the Peace
Municipal Court Judge


THOMAS R. ARMSTRONG
Justice of the Peace
Municipal Court Judge

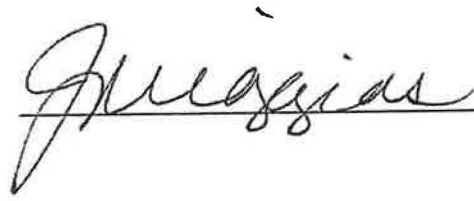
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Carson City Manager's Office
Interim City Manager
201 North Carson Street, Suite 2
Carson City, NV 89701

Carson City Human Resources
201 North Carson Street, Suite 4
Carson City, NV 89701

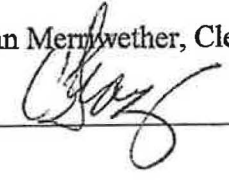
Carson City Finance Department
201 North Carson Street, Suite 3
Carson City, NV 89701

Carson City District Attorney
885 E. Musser Street
Carson City, NV 89701



SUBSCRIBED and SWORN to before me this
30th day of May, 2018.

Susan Mermwether, Clerk

By  _____, Deputy

**SUMMARY OF SALARY AND BENEFITS FOR THE
JUVENILE PROBATION OFFICERS,
MARSHALS AND BAILIFFS
(Effective July 2, 2014)
(Amended July 1, 2018)**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1 Pay Rates.....	2
2 Additional Pay	3
3 Overtime	8
4 Uniform Allowance	9
5 Weapon Replacement	10
6 New Hire Probation	11
7 Annual Performance Evaluation	11
8 Holidays	12
9 Annual Leave	13
10 Sick Leave and Other Leaves of Absence	14
11 Catastrophic Leave.....	17
12 Group Health Insurance	17
13 Group Life Insurance	21
14 Payment Upon Death of Employee.....	21
15 Heart and Lung Benefits	21
16 Departmental Training Courses	21
17 Safety	23
18 Duty to Defend.....	23
19 Retirement Contributions.....	23
20 Layoff Policy and Procedure	24
21 Court Time	25
22 Jury Duty.....	26
23 Military Leave.....	26
24 Savings Clause	26
25 Work Day.....	26

The following is incorporated into this document:

Attachment 1 Position Title and Salary Range

SECTION I. PAY RATES

(A) PAY RATES:

Pursuant to the Administrative Order Establishing an Increase to the Compensation Range for the Juvenile Probation Officers, Marshals and Bailiffs filed on December 11, 2015, ordering that the bottom and top salary range for Grade P1 for all Juvenile Probation Officers, Marshals and Bailiffs be adjusted effective July 1, 2016 by 1.75%, July 1, 2017 by 1.75%, July 1, 2018 by 1.75%, July 1, 2019 by 1.75% and July 1, 2020 by 1.75%.

(B) MERIT INCREASE:

Pursuant to the Administrative Order Establishing the Merit Ratings for the Juvenile Probation Officers, Marshals and Bailiffs filed on July 13, 2015, effective retroactively to July 1, 2015, employees who receive a performance evaluation of “meets expectations” or better, are eligible for a merit increase as follows:

1. Employees who are serving their 12 month initial probation shall receive, upon successful completion thereof, a 3.0, 4.5 or 5.5 percent merit increase.
2. Upon each successive anniversary date, on the recommendation of the Judge, Chief, or designee, annual merit increases may be granted to Employees in recognition of receiving the following overall performance ratings of duties assigned to their position: a 3.0% pay increase in recognition of an overall “meets expectations” rating; a 4.5% pay increase in recognition of an overall “above expectations” rating; or a 5.5% pay increase in recognition of an overall “outstanding” rating.

(C) MERIT INCREASES NOT GRANTED:

If a merit increase is not granted at the time of eligibility, or the Employee disputes the amount of the merit increase granted, the Judge, Chief, or designee shall inform the Employee during his/her evaluation, and state the reasons upon which the decision was based, and prescribed remedy to improve the Employee’s performance.

SECTION 2. ADDITIONAL PAY

- (A) **FIELD TRAINING OFFICER:** Any officer assigned as Field Training Officer shall receive special assignment pay of 5% of base pay. Assignment as a Field Training Officer is not a promotion. Assignment and rescinding the assignment of a Field Training Officer is solely at the discretion of the Judge, Chief, or designee and is not subject to appeal through the grievance or other process.
- (B) **PHYSICAL AGILITY INCENTIVE:** Any Employee who passes the P.O.S.T. physical agility certification in May, will be entitled to a cash bonus of one thousand dollars (\$1,000.00) on the first pay day in June of calendar year. The P.O.S.T. physical agility test will be conducted during regular business hours in the month of May each year. The date and time of the test shall be posted not less than thirty (30) days in advance.
- (C) **ON-CALL PAY:** An Employee assigned to on-call status by the Judge, Chief, or designee will receive ten (10) hours of paid or compensatory time for each work week assigned. While assigned to on-call status, the Employee must remain within a 30 minute response time to the Probation Office/Court and must be available at all times via telephone.
- (D) **CALLBACK PAY:**
1. (Employees with an effective date of membership into the Nevada Public Employee's Retirement System on or before June 30, 2008)
 - a. Except as it may conflict with the Nevada Administrative Code ("NAC") at NAC 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. Scheduling the 12-hour rule set forth in subsection (a) will be activated by the electronic call-out required for the shift scheduling from the Judge, Chief, or designee. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.

- c. The Judge, Chief, or designee 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 Judge, Chief, or designee 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.
2. (Employees with an effective date of membership into the Nevada Public Employee's Retirement System on or after July 1, 2008)
 - a. Except as it may conflict with NAC 284.214, call-back is defined as compensation earned for returning to duty after a member has completed his regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any member who is (1) called into work while on standby status, (2) not required to leave the premises where he is residing or located at the time of notification in order to respond, or (3) called back to work if the work begins 1 hour or less before or after his scheduled work shift.
 - b. "Emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the governing body.
 - c. Scheduling the 12-hour rule set forth in subsection (a) will be activated by the electronic call-out required for the shift scheduling from the Judge, Chief, or designee. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.
 - d. Judge, Chief, or designee 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 Judge, Chief, or designee 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.
3. (Employees with an effective date of membership into the Nevada Public Employee's Retirement System on or after January 1, 2010)

- a. Returning to duty within 12 hours after one's regular working hours to respond to an emergency.
 - b. "Emergency" means a sudden, unexpected occurrence that is declared by the governing body to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.
 4. 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 call-back shall receive a minimum of two hours pay at the rate of one and one half (1.5) times the current contract salary for each successive call-back up to a maximum of eight call-backs in a 16-hour period or 12 call-backs in a 24-hour period. An Employee who receives a successive call-back prior to returning home and going out of service shall not receive call-back pay for the successive call-back, but shall receive pay at time and one half for all hours worked.
 5. When an employee who is not on-call and is called at home and the employee performs the required tasks at home or by telephone, such employee shall receive call-back pay for a minimum of one half hour or actual hours worked, whichever is greater, at the rate of one and one half (1.5) times the current contract salary. If the Employee receives more than one phone call within the same half-hour, the Employee will only receive compensation for one half-hour.
 6. Any Employee who is eligible to receive call-back pay may elect to convert his call-back pay to compensatory time at the rate of 1.5 hours for each hour of call-back pay status.
- (E) EDUCATION PAY:** Employees who have attained an Associate's degree shall receive a \$250 annually, and those who have attained a Bachelor's degree shall receive \$500 annually. Either degree must be earned at a fully accredited college, community college, university or other institution acceptable to the Judge, Chief, or designee. To be eligible for the education incentive pay, the Employee must provide the Judge, Chief, or designee, a copy of the degree awarded from the institution. An Employee is eligible for the education incentive pay once he/she has completed probation.

(F) **P.O.S.T. INCENTIVE PAY:** Employees who attain a Nevada Intermediate, Advanced or Management P.O.S.T. certificate shall receive the following proficiency pay annually on the first pay day of July each calendar year:

1. Intermediate P.O.S.T. Certificate \$250.00;
2. Advanced P.O.S.T. Certificate \$500.00;
3. Supervisory P.O.S.T. Certificate \$650.00; or
4. Management P.O.S.T. Certificate \$750.00

(G) **LONGEVITY PAYMENT AND ELIGIBILITY**

The first longevity eligibility determination will occur at the end of the last, complete pay period that occurs before the first semi-annual longevity payment is paid out in the first payday in December, of each fiscal year. The next longevity eligibility determination will occur at the end of the last, complete pay period that occurs before the first semi-annual longevity payment is paid out in the first payday in June, of each fiscal year. This process of eligibility determination and longevity payment payout will continue semi-annually thereafter in the first payday in December and June of each fiscal year.

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

Completed Years	Semi-Annual Amount	Total Amount
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	1,000.00
15	550.00	1,100.00
16	600.00	1,200.00
17	650.00	1,300.00
18	700.00	1,400.00
19	750.00	1,500.00
20	800.00	1,600.00
21	850.00	1,700.00
22	900.00	1,800.00
23	950.00	1,900.00
24	1,000.00	2,000.00
25	1,050.00	2,100.00

- Regular, full-time, part-time, or intermittent employees covered under the Administrative Order 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. However, employees who have been separated as a result of an involuntary reduction in force who are re-called to a position within two years will not be required to begin a new eligibility period.

- (H) **RESPONSIBILITY PAY:** Should the Judge, Chief, or designee appoint an Employee in an acting capacity to work in a job classification higher than that of which the employee is assigned, the Employee shall receive acting pay in the amount of 5% of the employee's current rate of pay. Such acting pay shall terminate when the assignment is completed or revoked, as determined.

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 acting pay.

- (I) **PAY FOR REQUIRED SPANISH:**

An employee who is expected 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 Judge, Chief, or designee has the final authority to determine whether the use of Spanish is expected. Testing to determine whether the employee is fluent in Spanish to be eligible for this benefit may be requested.

SECTION 3. OVERTIME

- (A) **OVERTIME DEFINED:** Overtime will be defined as any hours worked in excess of the regularly scheduled workday or forty hours in any City schedule pay period. Any overtime must be approved by the Employee's supervisor. The seven (7) day pay period is defined as Friday, 12 A.M. thru 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 workplace.
- (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/she 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 workplace.

SECTION 4. UNIFORM ALLOWANCE

- (A) The City will pay each Employee a uniform allowance of \$1,000.00 per year with semi-annual payments included with the first paycheck of June and the first paycheck of December. Said uniform allowance will cover the full cost of original purchase, replacement and upkeep of said uniform during the time of employment with the City. Should the Judge, Chief, or designee alter, modify, or change, in any way, the existing uniform requirements, the City will bear full cost of any such alternations, modifications or changes in the existing uniform requirements.
- (B) The City will purchase uniforms and other gear, required but not issued by the Court, for each new Employee. An Employee for whom such purchases have been made shall not receive the uniform allowance on the first two occasions when such checks are issued after the date of his or her hire.
- (C) When an Employee resigns or is terminated from service, the Employee agrees to immediately return the uniforms and other gear purchased with the uniform allowance to the Court.

- (D) The City will purchase body armor and one body armor cover for each Employee once every five years, with such expenditure not to exceed \$900.00 per Employee. The cost of the body armor purchased will be paid by the City directly to the vendor of such body armor upon presentation to the Judge, Chief or 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 Administrative Order.
- (E) The City will pay up to \$900.00 for the purchase of body armor for each new Employee hired. The Employee must purchase the vest from a supplier approved by the Judge, Chief, or designee. The Chief for designee will make payment directly to the supplier. An Employee 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 City to the upon his or her separation from service.
- (F) In the event Employees lose or damage uniforms, equipment, watches or eye glasses in the performance of duties and not caused by the Employee's own negligence, the City will reimburse the 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.

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

SECTION 5. WEAPON REPLACEMENT:

Employees are encouraged to keep their duty sidearm up-to-date. In July of each year, employees must notify their supervisor of the need to replace their sidearm if the sidearm is 5 years or older. The eligibility to replace the sidearm is for that fiscal year only. The employee must purchase the weapon prior to the end of the fiscal year.

1. The purchase of the weapon is an individual purchase, not a department purchase.
2. The purchase can include the gun and three mags. It does not include other equipment such as holster.
3. Employees are to return the original receipt to the supervisor.
4. The Court will process the reimbursement following the normal accounts payable process and time constraints.
5. The reimbursement check will be mailed directly to the employee.
6. Employees will be responsible for all costs over \$800.
7. Employees will be expected to carry the sidearm purchased while at work.
8. Employees will only be reimbursed for high quality and brand named weapons. For example, Beretta, Smith and Wesson, Colt, Kimber, Sig Sauer, and Glock.
9. Weapons approved for on-duty use are 9mm, .40 Caliber, and .45 ACP or as approved by department policy.
10. Employees must have the weapon approved by the Range Master.
11. Employees will only be reimbursed for the amount of the weapon that is purchased. If the weapon costs \$500, the employee will only be reimbursed for \$500.
12. Weapon replacement may continue as funding is available.

SECTION 6. NEW HIRE PROBATION:

A new Employee shall be considered on probation for a period of twelve (12) months from date of hire, during which time the Judge, Chief, or designee has the right to dismiss or retain the Employee. After completion of the probationary period, the Employee shall be deemed a regular Employee and his/her seniority shall date back to the date of hire as a new Employee. All new hire probationary Employees are entitled to accrue all benefits of this Administrative Order. Probationary Employees are eligible to use leave benefits as accrued.

SECTION 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) The Judge, Chief, or designee establishes work performance standards, except for Employee safety considerations, and the content of the work performance standards are reserved to the Judge, Chief, or designee and not subject to the grievance provisions of this Administrative Order.

SECTION 8. HOLIDAYS

- (A) The following are paid holidays for Employees of Carson City:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Day
- Veterans 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 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 coincides with the designated holiday. 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 holiday will receive compensatory time equal to a regularly scheduled shift.
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 all hours worked.

SECTION 9. ANNUAL LEAVE

(A) SCHEDULE:

1. An Employee may take annual leave as accrued. A regular, full-time classified Employee will be granted annual leave benefits as follows:

<u>Time in Service</u>	<u>Accrual Rate</u>
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 accumulated	280 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 eighty (280) 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 eighty (280) hours is accumulated or the amount of annual leave in excess of two hundred and eighty (280) 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 eighty (280) 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 eighty (280) 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 eighty (280) hour maximum.

- (C) **TIME ANNUAL LEAVE TAKEN:** All annual leave will be taken at a time mutually agreeable to the Employee and the Supervisor.

SECTION 10. 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 1080 hours for purposes of compensation upon termination due to death or retirement from service of those Employees having 10 years or more of service with Carson City and in the public retirement system.

- (B) **COMPENSATION FOR UNUSED SICK LEAVE:**

1. Employees, upon death or retirement having a minimum of 400 hours of accrued sick leave and the below listed years of Carson City service shall be compensated for all hours up to 1080 at the following rates:

<u>Service Years</u>	<u>Maximum %</u>
10-14	33 1/3%
15-19	50%
20-24	75%
25 plus	100%

2. In addition to the compensation for unused sick leave described in paragraph 13(B)(1), 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 Judge, Chief, or designee and forwarded to the 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 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's absence of more than three (3) consecutive days.
- (F) No sick time may be used when an Employee is not sick.
- (G) **WORKERS' COMPENSATION:** Pursuant to the Administrative Order filed on December 11, 2015, Amendment to Worker's Compensation, Absence due to injury incurred in the course of employment shall not be charged against an Employee's sick leave for a period not to exceed sixty (60) calendar days from the date of of the filed claim. During this time, the City shall provide full salary to the Employee upon the condition that the Employee shall endorse and deliver to the City any benefits received pursuant to NRS Chapter(s) 616 and 617.
 1. If an Employee is released to light duty by his treating physician, the Employee agrees to return to work immediately and be placed on a light duty assignment.
 2. If an Employee is unable to return to full duty upon the expiration of sixty (60) calendar days earned compensatory leave shall be used to supplement benefits in order to receive full salary. Such earned compensatory leave shall be charged only to the extent not reimbursed pursuant to NRS Chapter(s) 616 and 617.
 3. When earned compensatory leave has been exhausted, if the Employee is still unable to return to work, earned sick leave shall be used to supplement benefits in order to receive full salary. Such earned sick leave shall be charged only to the extent not reimbursed pursuant to NRS Chapter(s) 616 and 617.
 4. When earned sick leave has been exhausted, if the Employee is still unable to return to work, earned annual leave shall be used to supplement benefits in order to receive full salary. Such earned annual leave shall be charged only to the extent not reimbursed pursuant to NRS Chapter(s) 616 and 617.
 5. When earned annual leave has been exhausted, the Employee shall receive no additional compensation from the City.
 6. If an Employee is leaving employment because he/she is permanently and totally disabled under NRS Chapters 616 and 617 from working in the job classification in which he/she is employed, he/she is entitled to use any earned compensatory time, sick leave and annual leave prior to leaving. An Employee may be paid a lump sum for earned leave if he requests it and the Judge, Chief, or designee approves it.

7. Employee benefits, sick leave and annual leave shall continue to accrue as long as the Employee is eligible for full salary as provided above.

SECTION 11. CATASTROPHIC LEAVE:

- (A) An Employee is eligible for catastrophic leave if he or she meets the eligibility requirements as set forth by the City Manager.

SECTION 12. GROUP HEALTH INSURANCE

- (A) All Employees, except those on temporary status and those excluded from enrollment by the terms and conditions of the insurance contract, may enroll in the Carson City group health, dental and optical insurance program, and shall be covered after a waiting period in accordance with City policy.
- (B) **EMPLOYER-EMPLOYEE SHARE OF PREMIUM**
 1. The City shall pay one-hundred (100) percent of the Employee's premium for a group health insurance plan and sixty-five (65) percent of the Dependent's premium for a group health insurance plan.
 2. The Employee shall have the option of converting the health insurance coverage at the time of his/her separation from employment by commencing to pay 100% of the total premium. The City will pay 90% of retiree group health, dental, vision and life insurance medical coverage premiums plus 50% of the spouse's and eligible dependent's health, dental and vision premium 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 on the date of retirement, under the City group health insurance plan offered to active employees, as modified from time-to-time, not including dental, vision and life insurance coverage which if available may be obtained and be paid solely by the retiree or eligible dependent(s) if retiree is deceased.
 - a. In order to be eligible for the benefits provided in this Section 14(B)(2), the employee/retiree of the Courts will have (i) a minimum of 20 years of full

time service with Carson 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 an Employee retires prior to age 47 and meets the requirements of (i) and (iii) above, the Employee/Retiree will be eligible for the benefits of this subsection 14(B)(2) upon attaining the age of 47, and, prior to age 47, shall be entitled continue as a retiree on the City group insurance plan and shall be entitled to payment for insurance which the Employee qualifies pursuant to subsection 13(B)(2), and for which the Employee would otherwise qualify, had the Employee not been covered, provided that, the Employee retiring before age 47 must continue coverage under the City plan in order to be qualified for the benefits in subsection 13(B)(2) upon attaining age 47.

b. The City will pay premiums for:

1. The Employee/Retiree from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retiree will be reduced to either (i) 50% of the "single employee with Medicare premium", or (ii) the payment to which the retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City's group insurance plan is secondary to Medicare coverage. Provided that, if Medicare age has been increased beyond age 65, 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 Employee/retiree (current at time of the Employee's separation from the Court) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time-to-time, or required by law. In the event a retiree remarries after separation from the Court, the spouse will not be included in the health insurance premium subsidy.
3. Dependents (current at time of the Employee's separation from the Court), as defined by the rules of the City group health insurance plan in effect at the time of separation. After the dependent reaches the eligibility age for or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare premium." After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City's group health insurance plan is secondary to Medicare coverage. In order to receive

payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as modified from time-to-time, or required by law.

4. In the event of death of the Employee/retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to the requirements in b2. Dependents, as defined in b3, will continue to receive benefits in the event of death of the Employee/retiree, as long as they meet the definition of dependents in the City group health insurance plan in effect at the time of retirement.
 5. In the event of a catastrophic injury or medical illness which forces an Employee who has not reached 20 years of full-time service with the Court and age 47 to retire from service of the Court under NRS 616 and 617 (Work Related Injury or Illness) or as a Nevada PERS disability retirement, this benefit will be prorated for the Employee at 5% per year of service after the Employee has worked for the Court for 10 years, up to a maximum of 90% and subject to the provisions of paragraph b1 above concerning the Employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The benefit under this subparagraph 5 does not apply to spouse or dependents and does not trigger any spousal or dependent benefits under this Section.
- c. If the benefits provided to retirees, their spouse and dependents under section B2 are modified (reduced or eliminated) in the future by mutual agreement of the Court and City, such modification shall not apply to retirees, their spouses and dependents then receiving the benefits, and the retiree, their spouse or dependent shall continue to receive the benefit on the basis specified by the Summary of Salary and Benefits in effect as of the date of retirement.

- (C) Nothing contained in subsection B2 is intended to revoke, repeal, replace or otherwise modify the rights created in the Summary of Salary and Benefits.
- (D) An Employee on leave without pay may continue the group health insurance coverage for a maximum period of one year by making application to the Human Resources Department and enclosing a certified check payable to Carson City.
- (E) Employees and their dependents (husbands, wives and children) will not be billed for any ambulance fees charged by the Carson City Fire Department which are not covered by insurance.

SECTION 13. GROUP LIFE INSURANCE

- (A) The City shall pay one hundred percent (100%) of the premium for a fifty thousand dollar (\$50,000) policy or policies of that value in the aggregate of Group Term Life Insurance for each Employee.

SECTION 14. PAYMENT UPON DEATH OF EMPLOYEE

If an Employee dies while owed compensation by the City, the City will pay the compensation owed pursuant to the terms of the Summary of Salary and Benefits.

SECTION 15. HEART/LUNG BENEFITS

Marshals and Bailiffs shall qualify for heart/lung benefits pursuant to NRS 617.135 after serving 5 years of continuous, uninterrupted and salaried occupation. The Marshals currently serving in the Justice/Municipal Courts shall be entitled to this benefit as of July 2, 2014. Marshals and Bailiffs shall complete the annual heart/lung physicals pursuant to NRS 617.457(3).

SECTION 16. DEPARTMENTAL TRAINING COURSES

- (A) Upon approval of the Judge, Chief, or designee and if budgeted training funds are available, Employees will be reimbursed for reasonable tuition, books, and consumable educational materials 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 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.
 3. 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 Judge, Chief, or designee.
 4. 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.
 5. The decision of the Judge, Chief, or designee about the relatedness to current job performance are final and not subject to grievance by the Employee.
 6. The decisions about the recognition and accreditation of the school or program and the adequacy of the documentation regarding reasonable costs and successful completion are final and not subject to grievance by the Employee.
- (B)** Training and/or courses taken by an Employee under the provisions of this Administrative Order will normally be taken on the Employee's personal time; however, the Judge, Chief, or designee may grant annual leave or administrative leave on a case-by-case basis depending on the Judge, Chief, or designee's assessment of the contribution that the training will make to current job performance. In no case may the Judge, Chief, or designee grant administrative leave in excess of 40 hours in a fiscal year for any single course.
- (C)** Training at the direction of the Judge, Chief, or designee will be at the City'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.

SECTION 17. SAFETY

The City shall make every reasonable effort to provide and maintain a safe place of employment. Employees shall perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors.

SECTION 18. 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.

SECTION 19. RETIREMENT CONTRIBUTIONS

- (A) All Employees covered by the Summary of Salary and Benefits shall be covered by PERS under benefits granted to Firemen/Policemen, pursuant to NRS Chapter 286.
- (B) The City employer agrees to make Health Insurance Coverage available to all members who retire from the Court and who are eligible to receive retirement benefits.
- (C) 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 Judge, Chief, or designee and approval of Board of Supervisors.
- (D) Employees shall be retired from employment with the City in accordance with the provision of this section and NRS 286.
- (E) If PERS or the Nevada State Legislature take any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount of 1.5% or less, the City will pay one half of the increase up to .75%, and the Employee's salary will be reduced by one half of the increase up to .75%. However, the City will increase

the Employee's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the Employee's salary.

If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount that exceeds 1.5%, Carson City will pay one-half of the increase and the Employee's salary will be reduced by one-half of the increase, however, Carson City will increase the Employee's salary .75% on the effective date of the reduction. Any amount over 1.5% will be split equally between Carson City and the Employee.

SECTION 20. LAYOFF POLICY AND PROCEDURE

I. DEFINITIONS FOR THIS POLICY ONLY

- (A) **Determination of job classification to be affected by Layoffs.** The Judge, Chief, or designee will determine which job classifications will be subject to layoffs.
- (B) **Sequence of Layoff.** Within the job classification 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.
- (C) **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.
- (D) **Vacancies.** Whenever possible, Employees will be permitted to fill vacancies, provided the Employee meets minimum qualifications and successfully completes any necessary requirements. If offered, the Employee must submit his/her decision in writing to the City Human Resources Department within seven (7) calendar days of notification.

II. 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 he or she 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 or she is qualified and no new Employee will be hired until all qualified Employees on layoff status desiring to return to work shall have been offered the position. The Employee must provide the City Human Resources Department 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 Judge, Chief, or designee or be considered to have abandoned his/her 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 on layoff accrues no additional sick leave or vacation time.

SECTION 21. COURT TIME

- (A) An Employee who appears to testify pursuant to a subpoena in any criminal 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 or any other authorized agency. If said criminal court or administrative testimony is during the employee's regular time off, he/she shall be entitled to a minimum of two (2) hours overtime pursuant to this Summary of Salary and Benefits 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. 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 any other authorized agency or for any time involved in obtaining evidence or other required matters. Employees subpoenaed to testify by the District Attorney or any other authorized agency 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 the Summary of Salary and Benefits. Employees who are not subpoenaed but are ordered to testify by the District Attorney or any other authorized agency or by the Employee's supervisor, may be entitled to call back pursuant to the Summary of Salary and Benefits. 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 the Summary of Salary and Benefits.

SECTION 22. JURY DUTY

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

SECTION 23. 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/her duties upon request to serve under orders on training duty without loss of his/her 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.

SECTION 24. SAVINGS CLAUSE

Should any provisions of this Administrative Order 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 the Summary of Salary and Benefits shall remain in force and effect.

SECTION 25. WORK DAY

The scheduling of work days and work weeks shall be at the direction of the Judge, Chief, or designee, provided that Employees have consecutive days off.

Attachment A
Juvenile Probation Officers, Marshals and Bailiffs
Number of Positions and Grade/Range
Effective July 1, 2018

Position	Grade and Range	Number of Full Time Positions
Juvenile Probation Officer	P1 \$52,369 - \$78,553	6.0
Marshal	P1 \$52,369 - \$78,553	2.0
Bailiff	P1 \$52,369 - \$78,553	2.0
Senior Juvenile Probation Officer	M1 \$60,391 - \$90,586	1.0