

***LABOR AGREEMENT BETWEEN
THE COUNTY OF ELKO
AND
THE ELKO COUNTY LAW ENFORCEMENT
MANAGEMENT ASSOCIATION***

JULY 1, 2016 THROUGH JUNE 30, 2017

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ARTICLE 1
PREAMBLE

- A. This agreement is entered into between Elko County, Nevada (hereinafter referred to as the COUNTY) and the Elko County Law Enforcement Management Association (hereinafter referred to as the ASSOCIATION).
- B. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.
- C. It is recognized by the COUNTY, the ASSOCIATION and the employees covered by this agreement that the COUNTY is engaged in rendering public services to the general public, and that there is an obligation on each party to continue to provide such services.
- D. All employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the COUNTY and its service to the public; and shall cooperate in promoting and advancing the welfare of the COUNTY and in preserving the continuity of its service to the public at all times.

ARTICLE 2
RECOGNITION AND APPLICATION

- A. For purposes of this agreement only, and subject to the provisions of NRS 288.140, the COUNTY recognizes the ASSOCIATION as the exclusive bargaining agent for the regular full-time employees (hereinafter referred to as regular employees) employed in the classifications set forth hereinafter to negotiate in respect to those mandatory subjects of bargaining set forth in NRS 288.150(2):

Lieutenant

- B. The parties agree that probationary employees shall not have access to the grievance procedure for any disciplinary procedure, purpose or action.

ARTICLE 3
MANAGEMENT RIGHTS

- A. The COUNTY and the ASSOCIATION agree that the COUNTY possesses the sole right to operate the COUNTY and all management rights remain vested with the COUNTY. In this context, except as specifically surrendered or limited by express provision of this agreement, all management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of frequency or infrequency of their exercise, shall remain vested exclusively in the COUNTY. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees subject to the procedures for such action as set forth in Article 22 of this agreement; the right to determine and change staffing levels and work performance standards except for safety considerations; the right

to determine the content of the workday, including without limitation workload factors; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to determine the safety of the public; the right to contract or subcontract work performed by bargaining unit employees subject to the ASSOCIATION'S right to negotiate with the COUNTY the impact of such decision; the right to discipline, reprimand, suspend, reduce in pay, demote and/or terminate employees subject to applicable provisions of the collective bargaining agreement; the right to consolidate COUNTY functions; the right to determine COUNTY functions; the right to implement, modify and delete rules, regulations, ordinances, and laws not inconsistent with this agreement; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions; the right to introduce new or improved procedures, methods, processes or to make technological changes; and the right to establish or change shifts, schedules of work, starting and quitting times.

- B.** Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS section 288 and following, the COUNTY is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, including but not limited to, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
- C.** The ASSOCIATION acknowledges that the provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this article and NRS 288.150, recognize and declare the ultimate right and responsibility of the COUNTY to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 4 **NON-DISCRIMINATION**

- A.** The COUNTY and the ASSOCIATION will continue their policy not to interfere with, or discriminate against, any employee because of membership or non-membership in the ASSOCIATION, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 and following.
- B.** The ASSOCIATION recognizes its responsibilities as the exclusive bargaining agent of the employees covered by this agreement, and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- C.** Consistent with federal and Nevada law the provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination, based on age, sex, marital status, race, color, religion, protected disability, or national origin. The ASSOCIATION shall share equally with the COUNTY the responsibility for applying this provision of this agreement.

D. This article shall not be subject to Article 13.

ARTICLE 5
OVERTIME AND STANDBY TIME

A. OVERTIME

Employees covered by this agreement who work in excess of 40 hours in a week shall be paid one and one-half times their straight-time hourly rate for all hours so worked, or shall receive compensatory time off as provided by the Fair Labor Standards Act, as determined by the COUNTY, after consultation with the employee.

1. Limitation on Accrual of Compensatory Time

An employee may accumulate up to 120 hours of compensatory time during any calendar year. During the calendar year, accumulations of compensatory time in excess of 120 hours shall be paid by the COUNTY. All compensatory time accumulations shall be paid to zero at the end of each calendar year, unless the Sheriff's Department Office Manager has received a written request from the employee that the employee desires to carry over not more than 120 hours of compensatory time into the new calendar year. The written request must be received by the Sheriff's Department Office Manager prior to the last payroll of the year. In the event of such written request, compensatory time in excess of 120 hours or in excess of such lesser amount that may be carried over at the request of the employee shall be paid by the COUNTY at the beginning of the calendar year.

B. CONTROLLED STANDBY TIME

Controlled Standby time is any time in which an employee who the sheriff or designee requires the employee to remain available to respond to calls for service, assist other deputies and/or cannot use the time effectively for the employees own purpose, will be compensated at the rate of \$2.50 per hour for each hour period of controlled standby time.

C. UNCONTROLLED STANDBY TIME

Uncontrolled standby time is any time in which an employee who the sheriff or designee requires the employee to be available to respond to assist other deputies in a reasonable amount of time, will be compensated at the rate of \$.50 per hour for each hour period of uncontrolled standby time.

ARTICLE 6
ANNUAL LEAVE

A. EMPLOYEES WITH LESS THAN 5 YEARS OF SERVICE

1. All employees working on a full-time basis shall be entitled to vacation leave with pay of .833 working day for each month of service (calculated at 3.08 hours per biweekly pay period) which may be accumulated.

2. During the employee's first 6 months of employment, vacation leave shall accrue as provided in this paragraph 1, but no vacation leave shall be taken during such period.

B. EMPLOYEES AFTER 5 YEARS OF SERVICE

All employees working on a full-time basis who have completed 5 or more consecutive years of employment shall earn vacation leave of 1- 1/4 working days for each month of service (calculated at 4.62 hours per biweekly pay period) which may be accumulated.

C. EMPLOYEES AFTER 10 YEARS OF SERVICE

All employees working on a full-time basis who have completed 10 or more consecutive years of employment shall earn vacation leave of 1 1/2 working days for each month of service (calculated at 5.54 hours per biweekly pay period) which may be accumulated. This change is not retroactive.

D. EMPLOYEES AFTER 15 YEARS OF SERVICE

All employees working on a full-time basis who have completed 15 or more consecutive years of employment shall earn vacation leave of 1- 2/3 working days for each month of service (calculated at 6.15 hours per biweekly pay period) which may be accumulated.

E. ANNUAL LEAVE DETERMINATION

The time when annual leave is taken shall be determined by the COUNTY after considering the needs of the service and the seniority and wishes of the employee. Annual leave shall not be accumulated in excess of 30 working days at the beginning of any calendar year. Amounts in excess of 30 working days at the beginning of any calendar year shall be forfeited. Annual leave shall not be granted in excess of the annual leave credit earned.

F. VACATION CREDIT UPON TERMINATION OF EMPLOYMENT

1. Upon termination of employment for any reason, an employee who has earned vacation time may be granted a vacation for the time so earned not to exceed the maximum amount which may be accumulated as specified in paragraph E of this article. Such vacation must be taken prior to the effective date of termination of employment, or in lieu of such vacation, the employee may be granted a lump sum payment for vacation time accrued to his or her credit not to exceed the maximum amount which may be accumulated as specified in paragraph E of this article.
2. No employee shall be paid for accumulated vacation leave upon termination of service unless he or she has been employed 6 months or more.

G. RIGHTS OF HEIRS OF DECEASED EMPLOYEE

If an employee dies, and was entitled to accumulated vacation leave under the provisions of this article, the heirs of such deceased employee, who are given priority to succeed to

the assets of decedent's estate under the laws of intestate succession of this State, or the executor or administrator of the decedent's estate, upon submitting satisfactory proof to the Board of County Commissioners of their right, shall be paid an amount of money equal to the number of days of accrued vacation leave, not to exceed the maximum amount which may be accumulated as specified, in paragraph E of this article, multiplied by the daily salary or wages of such deceased employee.

H. VACATION BUY OUT

An employee may, by written request, elect to be paid for up to a maximum of two (2) weeks of accumulated vacation per calendar year. The written request must be received by the Sheriff's Department Office Manager immediately following the last payroll of the year.

ARTICLE 7
LEAVE FOR WORK RELATED INJURY

When any employee of the COUNTY is eligible at the same time for benefits under Chapters 616 or 617 of the Nevada Revised Statutes and for any sick leave benefit:

- A. The amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his or her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under Chapter 616 or 617 of the Nevada Revised Statutes for that pay period.
- B. If the amount of the employee's sick leave benefit is reduced pursuant to Article 14, Sick Leave herein, below the amount normally payable, the amount of sick leave charged such employee as taken during that pay period shall be reduced in the same proportions.
- C. An employee of the COUNTY may decline to use any or part of the sick leave benefit normally payable to him or her while receiving benefits under Chapter 616 or 617 of the Nevada Revised Statutes. During such period of time, the employee shall be considered on leave of absence without pay.

ARTICLE 8
RETIREMENT

- A. All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.
- B. The COUNTY agrees to contribute for each employee covered by this agreement the rate paid as of June 30, 2008, to the PERS for the term of this agreement.
- C. Increases in the contribution rate above that set forth in paragraph B of this article which are mandated by the Nevada Legislature shall be paid for by the party or parties designated in such action. If the Nevada Legislature is silent with respect to who is

responsible to pay contribution increases, paragraph D shall apply.

D. If the Nevada Legislature fails to designate whether the employee or the COUNTY is to pay for the increase in contributions to the PERS above that set forth in paragraph B of this article, the COUNTY and the employee shall each pay 1/2 of the increased contribution. Payment of the employee's portion of the contribution increase shall be:

- (a) Made in lieu of equivalent basic salary increase or cost of living increase, or both; or
- (b) Counterbalanced by equivalent reductions in an employee's salary.

ARTICLE 9
SALARY

A. PAY PERIODS

The pay periods and dates of payment shall be established by the COUNTY.

B. WAGES

There shall be no change in current salaries and salary steps in effect June 30, 2016 for the period July 1, 2016 through June 30, 2017. See Attached Appendix A (Salary Table)

C. LONGEVITY PAY

There shall be no increase to an employee's longevity pay in effect June 30, 2016 for the period July 1, 2016 through June 30, 2017.

- 1. Employees with 8 years of continuous service are entitled to \$175 semi-annually increasing thereafter to a maximum of \$775 semi-annually for 25 or more years of continuous service.
- 2. The schedule for longevity pay for employees with performance reviews of standard or better is as follows:

Years of Completed Service	Semi-annual Amount	Annual Amount
8	\$175	\$350
9	200	400
10	225	450
11	275	550
12	300	600
13	325	650
14	350	700
15	375	750
16	450	900
17	475	950

18	500	1,000
19	525	1,050
20	550	1,100
21	675	1,350
22	700	1,400
23	725	1,450
24	750	1,500
25 or more	775	1550

- D. Longevity pay shall be payable on June 20 and December 20 of each year. An employee will receive the first check during the year following the employee’s 8th anniversary year of employment with the COUNTY. If the employment anniversary date falls between January 1 and June 30 of the year, the first check will be June 20. If the anniversary date falls between July 1 and December 31 of that year, the first check will be December 20.
- E. For purposes of longevity pay, continuous COUNTY service is defined as uninterrupted employment in the classified or unclassified service of the COUNTY.

ARTICLE 10
CALL OUT TIME

- A. Any work requirement of an employee on a day when no work is scheduled for the employee or which is not contiguous with the employee’s scheduled work hours shall be a call out and shall be at least two (2) hours duration and at time and one-half of the regular hourly rate. Work required contiguously with the employee’s scheduled work hours shall not be a call not.
- B. Call out time includes, but is not limited to, appearances in court for matters arising out of his/her duty as an employee of the Sheriff’s Department.

ARTICLE 11
PHYSICAL EXAMS

- A. The COUNTY will pay for the physical exams required by law if the employee gets his exam from the physician chosen by the COUNTY. However, if the exam is done by a physician of the employee’s choice, the COUNTY will reimburse the employee for the standard amount paid by the COUNTY and the employee shall pay the balance.
- B. Physical exams shall be taken in accordance with law and shall be scheduled by the employee within 30 days before or after the employee’s birthday.
- C. The COUNTY shall provide, at no cost to all employees in the bargaining unit, testing for hepatitis (B strain), and vaccines for tuberculosis and tetanus. The COUNTY shall also provide at the time of the physical exam, at no cost to the employee, an AIDS test if such test is requested by the employee.

ARTICLE 12
HOLIDAYS AND HOLIDAY PAY

- A. All employees shall receive the following paid holidays:
1. New Year's Day
 2. Martin Luther King, Jr.'s Birthday
 3. President's Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Nevada Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. Day after Thanksgiving (Family Day)
 11. Christmas Day
 12. And any other day, or portion thereof (which shall be a paid holiday for only the portion of the day so declared) that may be declared a holiday by the Board of Elko County Commissioners
- B. If a holiday falls during the time an employee is on a leave such holiday shall not be charged as leave.
- C. If a holiday falls on an employee's regular day off, he/she shall receive 8 hours straight time pay, or straight-time compensatory time off, at the COUNTY'S option, after consultation with the employee.
- D. In addition to the enumerated holidays appearing in Paragraph A above, bargaining unit employees shall be entitled to designate one (1) day as a floating holiday. Five (5) working days advance notice of the designated floating holiday must be given by the employee to the sheriff or his designee. The floating holiday shall be forfeited if not taken within the fiscal year. The floating holidays shall be paid at straight time.

ARTICLE 13
GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute between the COUNTY and the ASSOCIATION arising over the interpretation or application of a specific aspect of this agreement which is not a management right. In that context, the parties have acknowledged the COUNTY'S management right to discharge, discipline, reprimand, suspend without pay, reduce in pay, and/or demote employees for just cause. Thus, such matters are grievances within the meaning of this article, and accordingly are subject to the applicable grievance and/or arbitration provisions of this article. Grievances as defined above shall be resolved pursuant to this article.
- B. An ASSOCIATION grievance committee shall be established consisting of the members.

The purpose of the ASSOCIATION grievance committee is to aid the ASSOCIATION and employee in resolution of grievances or to determine whether to pursue the matter through the grievance procedure.

C. As used in this article, the term day refers to business days (Monday-Friday excluding holidays listed in Article 12).

D. Stages of the Grievance

1. **STEP 1 – The Informal Stage**

If the employee feels he/she has a grievance, he/she shall take up the matter with the immediate supervisor (the undersheriff) within ten (10) days after the employee is aware of the event giving rise to the grievance. The immediate supervisor shall make every attempt to reach an acceptable solution to the grievance within ten (10) business days (Monday-Friday excluding holidays listed in Article 12) after it has been submitted. If the grievance has not been resolved within ten (10) business days (Monday-Friday excluding holidays listed in Article 12), the immediate supervisor shall notify the employee and the ASSOCIATION of that fact in writing and the grievance shall proceed to the committee stage.

2. **STEP 2 – The Committee Stage**

If the grievance is not resolved in the informal stage, the employee shall deliver the grievance in written form to an ASSOCIATION officer within ten (10) business days (Monday-Friday excluding holidays listed in Article 12) after delivery of the written notice provided for in STEP 1. The grievance committee shall have ten (10) business days (Monday-Friday excluding holidays listed in Article 12) from the receipt of the grievance in which to assemble, discuss, and render a decision on going forward with the grievance. If the grievance committee decides to go forward with the grievance, it shall deliver the written grievance to the sheriff no later than the day following its decision.

The written form of the grievance shall consist of:

- a. The employee's name.
- b. The employee's position.
- c. The employee's department.
- d. A complete statement of the nature of the grievance citing the specific section or sections of this agreement which forms the basis of the grievance.
- e. A statement of any attempts made to resolve the problem.
- f. A proposed solution to the grievance.

- g. The signature of the president or vice-president of the ASSOCIATION.
- h. The date the grievance arose, the date the employee delivered the grievance to the ASSOCIATION officer as required by this STEP, and the date the grievance committee made the decision to go forward with the grievance.

3. STEP 3 – The Administrative Stage

The sheriff and/or his designee shall receive the grievance, and the sheriff and/or the sheriff's designee shall attempt to reach an acceptable solution to the grievance within ten (10) business days (Monday-Friday excluding holidays listed in Article 12) after it has been submitted to him/her. The disposition of the grievance shall be made in writing.

- 1. For reprimands, sub-standard evaluations, and other discipline not specified in subsection 2 below, the decision of the sheriff in STEP 4 shall be final and binding.
- 2. For discharge, suspension without pay, demotions, reductions in pay and grievances involving contract interpretation, the grievance shall proceed further as follows.

4. STEP 4 – The Arbitration Stage

If the grievance is not resolved at the County Commissioners Stage, within ten (10) business days (Monday-Friday excluding holidays listed in Article 12) after delivery of the written decision by the County Commissioners, the ASSOCIATION must notify the county manager in writing of its desire to submit the grievance to arbitration. Upon timely receipt of the notice of the ASSOCIATION'S desire to submit the matter to arbitration, the parties shall jointly petition the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators. Upon receiving the list, the parties shall alternatively strike names from the list until one name remains, and that person shall serve as the arbitrator. The party to strike first shall be determined by a coin toss.

- 1. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's authority is limited to the application and interpretation of the provisions of this agreement and the arbitrator shall not have the authority to modify, amend or alter any terms or conditions of this agreement.
- 2. The arbitrator's decision must:
 - (a) Be in writing; and
 - (b) Be consistent with Nevada law;

(c) Set forth findings of fact, reasoning, and the Arbitrator's conclusions on the issues submitted.

5. The fees and expenses of the arbitrator shall be borne equally by the parties. A party requesting the use of a court reporter shall pay all fees and costs associated therewith; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.
- E. All grievance settlements shall be approved in writing by the sheriff.
- F. The time limits set forth in this article may be extended by mutual agreement of the parties in writing.
- G. The time limits set forth in this article shall be strictly construed. If the ASSOCIATION fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied. If the COUNTY fails to respond to the grievance in the time limits set forth, the matter automatically moves to the next step.

ARTICLE 14 **SICK LEAVE**

- A. Employees shall be entitled to sick and disability leave with pay of 1 1/4 working days for each month of service, which shall be cumulative from year to year not to exceed 150 working days maximum 1200 hours effective the first full pay period following ratification and approval.
- B. After an employee has accumulated 150 working days/maximum 1200 hours of sick leave credit, the amount of additional unused sick leave which the employee is entitled to carry forward from one year to the next is limited to 1/2 of the regular sick leave accrual during the year. The remaining 1/2 sick leave accrual over 150 days/maximum 1200 hours shall be placed in a separate account to be used by the employee under the following conditions effective the first full pay period following ratification and approval:
 1. The employee is suffering from a long term or chronic illness. The term chronic illness is defined as a disease or ailment that is expected to last for a period of months or years, and it cannot be easily corrected within a short period of time and generally is not of a temporary disabling or incapacitating nature; and
 2. The employee has used all sick leave otherwise available to him/her; and
 3. Approval of the Board of County Commissioners is obtained; and
 4. The request is accompanied by a certification from a physician or other suitably

qualified person as to the relative seriousness of the illness, and a projection of the probable length of time the illness will continue; and

5. Sick leave accumulations in excess of 150 working days/maximum 1200 hours shall not be subject to the sick leave buyout provisions contained in paragraph F of this article effective the first full pay period following ratification and approval.
- C. An employee separated from service shall earn sick leave only through the last working day for which the employee is entitled to pay. If this date is earlier than the last day of the month, the sick leave with pay shall be prorated.
- D. An employee is entitled to use sick leave only when incapacitated to perform the duties of his or her position due to sickness or injury, when quarantined, when receiving required medical or dental service or examination, or when there is an illness or death in his/her immediate family. Employees are subject to the provision of the Family Medical Leave Act.
1. In the event of a serious illness in an employee's immediate family which requires his/her attendance, he/she may use sick leave not to exceed ten (10) days for sickness (5 days for bereavement) in any one calendar year. As used in this article, immediate family is defined as the employee's spouse, parent, child, sibling, grandparent, grandchild, or immediate in-law. With approval of the Board of County Commissioners, use of additional sick leave for this purpose may be granted.
 2. The Board of County Commissioners may approve an exception to this limitation where an employee's attendance is required to provide, participate in, or arrange for intensive care and/or treatment or to receive extensive training in the proper utilization of equipment, techniques and supplies essential for continued maintenance of good health. In this case, the employee submits his request for an exception of the limitation to the Board of County Commissioners. The request must be accompanied by an individual certification from a physician or other suitably qualified person as to the actual need for the employee's participation. The certificate of need must identify the immediate family member's illness and contain an explanation as to:
 - (a) Relative seriousness of the illness and a projection of the probable length of time the employee's attendance will be required; and
 - (b) The exact role of the employee while in attendance.
 - (c) The sheriff or Board of County Commissioners may request the submittal of supplemental information.
- E. In the event of a death in the employee's immediate family, he/she may use sick leave not to exceed five (5) working days for each death.

F. Upon separation of an employee from the COUNTY for any reason, the employee shall be entitled to payment for his/her unused sick leave in excess of 30 days, according to his/her number of years of Elko County public service, as follows:

1. For 10 years of service or more, but less than 15 years, not more than \$3,000.00.
2. For 15 years of service or more, but less than 20 years, not more than \$4,000.00.
3. For 20 years of service or more, not more than \$5,000.00.

G. An employee who uses five (5) days or less of sick leave during any calendar year may by written request elect to be paid at the employee's current hourly rate for the unused sick leave that has accumulated during that calendar year in the ratio of one (1) hour paid for every two (2) hours of sick leave accrued. The sick leave buy out applies only to sick leave accumulated during the applicable calendar year (i.e. a maximum of 3 weeks), and does not apply to prior accumulations. The employee's sick leave account shall be reduced by two (2) hours of accrued sick leave for every one (1) hour of sick leave paid. The written request must be received by the Sheriff's Department Office Manager immediately following the last payroll of the year.

H. 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 PERS at the rate of one hour of service credit for two hours of sick leave, subject to the following conditions and limitations:

1. Employees must have a cumulative total of at least six hundred (600) hours of unused sick leave to be eligible for conversion. An employee who has reached a minimum of six hundred (600) hours of sick leave accrual, who uses five (5) days or less of sick leave during the calendar year may, by written request, elect to purchase service credit in PERS for the unused sick leave that has accumulated during that calendar year in the ratio of one (1) hour of service credit for every two (2) hours of sick leave accrued. The PERS service credit buyout only applies to sick leave accumulated during the applicable calendar year (i.e. a maximum of 3 weeks), and does not apply to prior accumulations. The employee's sick leave account shall be reduced by two (2) hours of accrued sick leave for every one (1) hour of service credit paid.
2. Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a county-approved form, to the county manager immediately following the last pay period of the calendar year but no later than January 31 of the following year. If the employee meets all of the conditions set forth in the subsection, then the COUNTY shall deduct the designated amount of accrued sick leave from the Employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee. Sick Leave traded

for PERS service credit shall be in minimum increments of 40 hours.

3. Upon retirement under PERS while employed by the COUNTY, an employee may elect in writing to convert up to a maximum of 400 hours. Conversion calculation Conversion is calculated as hourly rate multiplied by sick leave hours converted equals total dollars available³ (400 x \$28.00 = \$11,200.00) to purchase a PERS service agreement.
4. The conversion of sick leave into retirement service credits will go into effect for the calendar year 2014.
5. Conversion of sick leave into retirement credits is limited by NRS to a maximum of five (5) years of service credits. If an employee has already purchased five (5) years of service credits they are ineligible to participate in this program. Also, an employee's purchased service credits through this program cannot exceed the five (5) year limitation.

ARTICLE 15

GROUP HEALTH INSURANCE

A. GROUP HEALTH AND VISION INSURANCE

All employees regularly working a 35 hour week or more and after the waiting period provided for by the group health insurance plan, may enroll in the COUNTY'S group health and vision insurance plan; provided, however, such employee is not excluded from enrollment by conditions of the insurance contract.

B. COUNTY EMPLOYEE SHARE OF PREMIUM

1. Except as recommended by the Premium Stabilization Committee and approved by the Elko County Commission the COUNTY shall pay 100% of the cost of the premium for employee only group health and vision insurance for the term of this agreement. Any portion of the employee-only premium paid by the employee shall be by payroll deduction and will be effective on and after January 1, 2013 for Fiscal Year 2012-2013 only. Future changes determined by the Premium Stabilization Committee will be effective on the Plan renewal date of August 1st.
2. The employee shall be liable for, and pay, by payroll deduction, 100% of the cost of the premium for group health insurance dependent coverage. The dependent deduction premium shall be taken out of an employees pay 50% out of each pay check.

C. PREMIUM STABILIZATION COMMITTEE

A Premium Stabilization Committee shall be formed to meet and discuss alternative group health insurance options and programs, including methods and mechanisms that might mitigate the effect of future group health insurance premium increases. The Premium Stabilization Committee shall consist of one (1) representative from the

ASSOCIATION and one (1) representative from management. The meetings will take place on mutually agreed upon dates and times.

- D.** In the event bargaining unit employees are excluded from the COUNTY group health insurance plan by virtue of job classifications, the COUNTY shall furnish an alternative group, health insurance plan for those excluded employees. Any alternative group health insurance plan shall be subject to all other provisions of this article.
- E.** The COUNTY will give the ASSOCIATION advance notice of changes in group health or vision insurance coverage or premiums.

ARTICLE 16
CLOTHING AND EQUIPMENT ALLOWANCE

- A.** Unit employees shall receive the following annual, clothing and equipment allowance, which shall be paid in equal installments or about July 1 and January 1 of each contract year.
 - 1.** Effective July 1, 2008 - \$1,500 per year
- B.** Effective July 1, 2014 Elko COUNTY will purchase appropriate soft body armor for Unit employees on an as needed basis once every five years in an amount not to exceed \$800.00 per unit. The Unit employees must purchase the soft body armor from a vendor approved by the department. If the cost of the soft body armor exceeds \$800.00 for any reason the deputy will be responsible for the remainder of the cost. Newly hired deputies after July 1, 2014 are eligible for \$800.00 and purchase of the soft body armor, however if the newly hired deputy does not complete their probationary period or POST certification, the newly hired deputy must reimburse Elko COUNTY by amortizing the cost of the vest over a twelve month period for the date of hire to date of termination and reimburse the remaining unamortized cost to the department upon separation. Reimbursement will be deducted from the employee's final pay check. Soft body armor purchased by Elko COUNTY must be an approved NIJ (National Institute of Justice) rated soft body armor. Unit employees (except civil deputies) will be required to wear Elko COUNTY purchased soft body armor, as a part of the deputy's normal uniformed duties (i.e. Uniformed Division's Patrol/Jail), according to departmental policy and in discretion of the sheriff.
- C.** A CPR mask will be assigned to all bargaining unit employees and one shall be available in the jail.
- D.** During the term of this agreement, the clothing and equipment allowance shall be paid in equal installments and by a check separate from the employee's salary paycheck on or about July 1 and January 1 of each succeeding contract year.

ARTICLE 17
LEAVE OF ABSENCE

A. LEAVE OF ABSENCE WITHOUT PAY

1. Leave without pay may be granted only to an employee who desires to return to COUNTY service.
2. Leave without pay of less than 30 days may be granted by the county manager.
3. Leave without pay of 30 days or more may be granted for the good of the public service as determined by the Board of County Commissioners.
4. The employee shall retain his/her status as a public employee and shall retain his/her leave and benefits accrued prior to the leave.

B. MILITARY LEAVE

Leave is granted to an employee for authorized military training duties in compliance with applicable Nevada and federal law.

C. LEAVE OF ABSENCE WITH PAY

1. A leave with pay will be granted when an employee serves on a jury or is subpoenaed as a witness in court. The employee shall claim any jury, witness or other fee to which he/she may be entitled by reason of such appearance and forthwith pay the same over to the county clerk.
2. When it is impractical for a registered voter to vote before or after his/her normal working hours, an employee will be granted sufficient time to vote.

D. UNAUTHORIZED ABSENCE

1. An unauthorized absence from work shall be treated as leave without pay, and may be a cause for disciplinary action.
2. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from COUNTY employment.

ARTICLE 18
LAYOFF PROCEDURE

- A.** If a layoff or reduction in force occurs, the sheriff will determine the classifications and divisions affected. Layoffs within a classification and division will be determined by seniority. All non-regular employees of the department will be laid off before any regular employees.

- B. All employees to be laid off shall be given written notice of such layoff at least 30 calendar days prior to the effective date of the layoff.
- C. Upon being laid off, an employee may elect demotion temporarily to any lower classification within the Division provided the employee can perform the job, and provided the employee has more seniority than the employee in the lower classification.
- D. The names of employees laid off shall be placed on the reemployment list within the department which the layoff occurred in reverse order of termination.
- E. Employees who are reemployed within twelve (12) calendar months after they are laid off will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff.
- F. Seniority is defined as length of service with the Elko County Sheriff's Department and appropriate division.

ARTICLE 19
ASSOCIATION AFFAIRS

- A. An employee may utilize annual leave for ASSOCIATION functions including attendance at conventions, conferences, and seminars, subject to prior approval of the sheriff.
- B. The negotiating committee may utilize annual leave in not less than 1 hour increments to attend collective bargaining sessions with the COUNTY. Use of annual leave for this purpose shall not effect bidding regarding annual leave scheduling.
- C. Upon receipt of written authorization voluntarily executed by an employee, the COUNTY will deduct ASSOCIATION dues from the salary of an employee who so requests. The parties shall agree upon the form of the written authorization.
- D. The ASSOCIATION shall indemnify and hold the COUNTY harmless against all claims, demands, costs (including attorney/s fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which arise or may arise out of or by reason of any action taken or not taken by the COUNTY pursuant to paragraph C above.
- E. The COUNTY shall provide adequate space in a conspicuous location at each departmental facility for a bulletin board for the use of the ASSOCIATION to enable employees in the bargaining unit to see notices posted thereon. The bulletin board(s) shall be provided by the ASSOCIATION, and shall remain the property of the ASSOCIATION.
 - 1. All notices which appear on the bulletin board shall be posted by the highest ranking local ASSOCIATION official in the bargaining unit, and shall relate to

items of interest to the members. Such notices relating to the following matters may be posted without the necessity of receiving the sheriff/s prior written approval:

- a. ASSOCIATION recreational and social affairs
 - b. Notice of ASSOCIATION meetings
 - c. ASSOCIATION officers and committee appointments
 - d. Notice of ASSOCIATION elections
 - e. Results of ASSOCIATION elections
 - f. Reports of standing committees and independent arms of the ASSOCIATION
2. All other notices of any kind not covered by a through f above, must receive the prior written approval of the sheriff.
- F. The sheriff, or his/her designee, together with a representative from the Board of Elko County Commissioners, and a committee consisting of not more than 2 ASSOCIATION representatives, may meet monthly or less frequently when mutually agreed. The meetings will commence on mutually agreed upon dates, and shall be for the purpose of:
1. Discussing the administration of this agreement
 2. Informally exchanging general information of interest to the parties
 3. Giving the ASSOCIATION representatives the opportunity to share the views of their members, and/or make suggestions on subjects of interest to their members
 4. The time spent by ASSOCIATION representatives who attend such meetings shall not be considered hours worked. However, ASSOCIATION representatives who attend will be compensated for the first hour of attendance at labor/management meetings, when such meetings occur during the employee's regularly scheduled shift.

ARTICLE 20

EDUCATIONAL INCENTIVES

- A. Upon prior written approval of the courses to be taken, the county manager shall see that the COUNTY reimburses full tuition and required lab fees for courses taken by an employee at an accredited college or university or for correspondence courses completed from an accredited school, college or university, provided such course directly applies to the employee's employment with the Elko County Sheriff's Department. The County will

reimburse actual per credit costs. The employee must receive a grade of C or better in order to receive reimbursement. Employees shall not take more than two classes at any one time.

- B. The employee shall pay for books and all other charges.
- C. The employee will receive reimbursement by presenting a receipt for tuition and a copy of each semester's grades to the county manager's office within 60 days after the completion of each semester.

D. EDUCATIONAL INCENTIVE PAY

- 1. **Intermediate Level**
Employees who obtain a Nevada POST Intermediate Certificate shall be compensated with a one-time bonus of \$250.00.
- 2. **Advanced Level**
Employees who obtain a Nevada POST Advanced Certificate shall be compensated with a one-time bonus of \$375.00.
- 3. **Management Level**
Employees who obtain a Nevada POST Management Certificate shall be compensated with a onetime bonus of \$750.00.
- 4. **Advanced Training**
Employees who obtain Staff and Command School, AJA Jail, or FBI Academy certificates shall be compensated with a one-time bonus of \$1,000.
- 5. The payments are not retroactive and apply only to training received after effective date of this contract. Thus it does not apply to current employees who hold such certificates or have already completed such training and are currently eligible to receive such certificates.

ARTICLE 21
LUNCH AND REST BREAKS

A. REST PERIODS

Employees will be allowed one (1) 15 minute paid rest period during the first four (4) hours of their shift, and one (1) 15 minute paid rest period during the second four (4) hours of their shift.

B. LUNCH BREAKS

All bargaining unit employees shall receive a paid lunch period of 45 minutes.

ARTICLE 22
NO STRIKES/NO LOCKOUTS

- A. The ASSOCIATION and the, employees covered by this agreement agree that they will not directly or indirectly promote, sponsor, engage in, participate in or against the COUNTY, any strike as defined in NRS 288.070 including, but not limited to, a sympathy strike, slow down, interruption of operation, stoppage of work, absence from work upon any pretext or excuse not founded in fact, or any other interruption of the COUNTY, regardless of the reason for so doing. Further, the ASSOCIATION will use its best efforts to require all employees covered by this agreement to comply with this pledge.
- B. The COUNTY will not lock out any employees covered by this agreement during the term of this agreement as a result of a labor dispute with the ASSOCIATION.

ARTICLE 23
FIELD TRAINING OFFICER

- A. An employee who the sheriff selects in writing to perform field training officer duties shall receive \$.75 per hour in addition to the employee's straight-time hourly rate of pay for the period of time such work is performed.
- B. In order to qualify for the premium provided herein, the field training officer must be certified in the particular field of instruction and the intended purpose of such training would be to certify those employees being trained. On-the-job training does not qualify for the premium provided herein.

ARTICLE 24
PERSONAL PROPERTY REPLACEMENT OR REPAIR

- A. The COUNTY shall provide for the reasonable and customary cost of replacing or repairing, or shall replace or repair an employee's prescription glasses, contact lenses, watches, and weapons damaged in the performance of duty.
- B. The cumulative amount which the COUNTY will provide to the bargaining unit for repair, replacement or reimbursement of items covered by this article shall not exceed \$1,500.00 per fiscal year. Such amount shall not be cumulative. Thus, any amount not utilized in any fiscal year may not be carried over to the following fiscal year. Request for replacement or reimbursement in excess of the \$1,500.00 fiscal year limit may be made to the Board of County Commissioners, whose decision shall be final and binding.

ARTICLE 25
BI-LINGUAL PAY

- A. Employees possessing relative fluency in a language other than English, who are assigned in writing by the sheriff or his/her designee to use such ability for special

assignment, shall receive an additional allowance to the affected employee's base pay of \$25.00 per month.

ARTICLE 26

DISCHARGE, SUSPENSION, DEMOTION AND REDUCTION IN PAY

- A. The COUNTY shall not discharge, demote, suspend or reduce in pay a non-probationary employee without just cause. The COUNTY shall notify employees affected and the ASSOCIATION'S grievance committee of all such disciplinary actions taken.
- B. Nothing shall be used against an employee in a discharge, demotion, suspension or reduction in pay action unless the employee has been notified in writing of the intended action.
- C. An employee may appeal a discharge, demotion, suspension, or reduction in pay through the agreement's grievance procedure which shall be the exclusive remedy for the appeal of disciplinary actions.

ARTICLE 27

GROUP LIFE INSURANCE

- A. The COUNTY shall pay 100% of the cost of the premium for a \$20,000.00 Group Term Life Insurance Policy for employees covered by this agreement.

ARTICLE 28

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

- A. The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this agreement, the COUNTY is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

ARTICLE 29

INTEGRATION AND SAVINGS CLAUSES

- A. This agreement is the entire agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the term of this agreement except as provided in paragraph B below.
- B. This agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.

ARTICLE 30
DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2016, and shall remain in full force and effect until June 30, 2017. Article 15 – Group Health Insurance may be reopened either party during the term of this agreement to negotiate over premiums and/or benefits levels any negotiations regarding an insurance re-opener are subject to the requirements of NRS Chapter 288 and impasse procedures. Any notification of reopening Article 15 must be provided to the other party not later than July 1st of the fiscal year in which the premiums and/or benefit levels are proposed to be changed. The County may reopen this agreement during the term to address a “fiscal emergency” in accordance with NRS 288.150(4).

- B. Either party wishing to modify and/or terminate this agreement shall notify the other party in writing on or before February 1, 2017.

IN WITNESS WHEREOF, the COUNTY and the ASSOCIATION have caused this labor agreement to be duly executed by their authorized representatives this _____ day of _____ 2016.

BOARD OF ELKO COUNTY COMMISSIONERS

BY _____
GLEN GUTTRY, CHAIRMAN

ELKO COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION

BY _____
KEVIN MCKINNEY, PRESIDENT

ATTEST:

CAROL FOSMO, COUNTY CLERK