

LABOR AGREEMENT

BETWEEN

THE COUNTY OF ELKO,

THE UNINCORPORATED TOWN OF JACKPOT

AND

**THE ELKO COUNTY EMPLOYEES ASSOCIATION
(Supervisor Unit)**

July 1, 2013 through June 30, 2016

ORIGINAL

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ARTICLE 1
PREAMBLE

A. This agreement is entered into between Elko County, a political subdivision of the State of Nevada, hereinafter referred to as the County and the Elko County Employees Association on behalf of the Supervisor's Bargaining Unit 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.

ARTICLE 2
RECOGNITION AND APPLICATION

A. For purposes of this agreement only, and subject to the provisions of Chapter 288 of the Nevada Revised Statutes, the County and the unincorporated town of Jackpot recognize the Association as the bargaining agent for the employees scheduled to work at least 1040 hours or more during the fiscal year (hereinafter referred to as (A regular employees), employed in the classifications set forth in Exhibit A to negotiate in respect to those mandatory subjects of bargaining set forth in NRS Section 288.150(2), but excluding District Court and juvenile probation appointees of the Fourth Judicial District, volunteers, department heads, elected officials, supervisory and administrative employees, temporary employees and employees who have decided pursuant to NRS 288.140(2) to act for themselves with respect to any condition of their employment.

B. The parties are in disagreement over the interpretation of NRS 288.140(2) as applied to the parties' negotiations and this labor agreement. The parties agree to seek a declaratory ruling from the Local Government Employee-Management Relations Board if the disagreement regarding this matter becomes an issue. "Temporary Employee is defined as an employee hired to fill a classification covered by this agreement no more than one-thousand and forty (1040) hours in a twelve (12) month period from date of hire."

ARTICLE 3
NO STRIKES/NO LOCKOUTS

The Association, any labor organization with whom it is affiliated 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. Further, the Association will use its best efforts to require all employees covered by this agreement to comply with this pledge.

ARTICLE 4
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 the 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 employees, determine their qualifications, direct, assign or transfer an employee; the right to reduce in force or lay off employees, subject to the provisions of this agreement regarding procedures for the layoff and/or reduction in force, provided further any layoff and/or reduction in force shall not be utilized to discipline an employee; the right to determine, including the right to change, appropriate staffing levels and work performance standards; the right to determine the content of the workday, including without limitation workload factors, except for safety considerations; 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 decide to contract or subcontract work performed by bargaining unit employees subject to the Association's right to negotiate with the County the impact or effect of such decision; the right to discipline, suspend, demote and/or terminate employees; the right to consolidate County functions; the right to determine County functions; 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, subject to the Association's right to negotiate such matters; the right to introduce new or improved procedures, methods, processes or to make technological changes; and the right to establish or change shifts, schedules or work, starting and quitting times.

B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to Chapter 288 of the Nevada Revised Statutes, the County is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, 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 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 5
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. 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, physical, aural or visual handicap, race, color, religion, national origin, sexual orientation or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of this Article 5.

C. This Article shall not be subject to the dispute resolution procedures set forth in this agreement. Employees shall retain all federal and Nevada statutory rights and remedies.

ARTICLE 6
PAY PERIODS

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

ARTICLE 7
INTEGRATION AND SAVINGS CLAUSE

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. In that context, this agreement supersedes all personnel rules, ordinances, and resolutions heretofore in effect by the County relating to those subjects addressed or which could have been addressed by the provisions of this agreement.

B. Changes in this agreement must be reduced to writing and executed by both the County and the Association.

C. 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.

D. The County agrees that, to the extent any personnel rules have been or will become reduced to writing, copies of written rules will be furnished and amendments to existing rules will be provided to and discussed with the Association at least 15 calendar days prior to the effective date of such amendments.

ARTICLE 8 **DURATION OF AGREEMENT**

A. This agreement shall be effective on July 1, 2013, and shall remain in full force and effect until June 30, 2016. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1, 2016. Article 23 – Group Health Insurance may be reopened by either party during the term of this agreement to negotiate over premiums and/or benefit 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 23 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

B. Either party wishing to modify and/or terminate this agreement other than Article 23 re-opener addressed above shall notify the other party, in writing on or before February 1, 2013.

ARTICLE 9 **DISCIPLINARY ACTION**

A. Policy. Except Any oral reprimand, written reprimand suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a regular employee covered by this Agreement shall be for just cause and may be appealed through the procedure set forth below which shall be the exclusive remedy for the appeal of disciplinary actions. Employee discipline may include oral reprimands, written reprimands, suspensions without pay, reductions in pay, demotions and disciplinary terminations. The provisions of this Article shall not apply to oral ~~or written~~ reprimands or employees serving a probationary period. he procedure set forth below shall be followed.

1. Written Notice. Written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Such notice shall include a statement of the reason(s) for the intended action, copies of the documents upon which the intended disciplinary action is based, the charge(s) being considered, and the effective date of the intended action. A copy of such notice shall be mailed to the Association in care of PO Box 882, Elko County Employees Association, Elko, Nevada 89803.

2. Employee Response. Within 10 working days or 10 working days in the case of disciplinary termination, after the employee has had the review opportunity provided above, the employee shall have the right to respond, orally or in writing, to the County official initially imposing the intended action. A copy of such response shall also be delivered to the County Manager.

3. Relief of Duty. Notwithstanding the provisions of this Article, the County Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigation(s) or the opportunity to respond as may be required to determine if disciplinary action is to be taken.

4. County Response. After review of the employee=s response, if any, the County official initially imposing the intended disciplinary action and/or the County Manager shall notify the employee in writing of any action to be taken within 10 working days.

5. Written reprimands will not be subject to the appeal procedures in Article 9(A)(1)-(4). If an employee desires to appeal a written reprimand he/she shall file a written response to the written reprimand with the person issuing the written reprimand and request review by the person issuing the written reprimand within 10 working days of receipt of the written reprimand. The person issuing the written reprimand will then respond to the employee within 10 working days of receipt of the request for review. If the employee disagrees with the response of the person issuing the written reprimand the employee may appeal the response to the County Manager or designee within 10 working days of receipt of the response. The County Manager or designee will review the matter and issue a binding decision either upholding, modifying or overturning the written reprimand.

B. Arbitration. If the employee through the Association, wishes to appeal the disciplinary action as set forth in paragraph 1 of this Article except written reprimands, the Association shall file a written request for arbitration with the County Manager within 10 working days of the imposition of the discipline. The Arbitrator shall issue a final and binding decision.

C. Timeliness. The time limits set forth in this Article must be followed in a timely manner. Failure to follow such time limit will result in a waiver of the provisions of this article. Failure of County to timely respond at any level shall result in moving appeal to next level.

D. Probationary employees. The provisions of this Article shall not apply to probationary employees.

ARTICLE 10

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

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 11
EMPLOYEE RIGHTS

A. The County shall provide a sufficient number of bulletin boards for the use by the Association to enable employees in the bargaining unit to see notices posted thereon.

B. 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 County manager=s prior written approval:

1. Association recreational and social affairs;
2. Notice of Association meetings;
3. Association officers and committee appointments;
4. Notice of Association elections;
5. Results of Association elections; and
6. Reports of standing committees and independent arms of the

Association.

C. All other notices of any kind not covered by 1 through 6 above must receive the prior written approval of the County Manager.

D. Employees will continue to be provided an employee lounge.

E. If this agreement is reopened for negotiations, unless otherwise agreed negotiating sessions shall be scheduled to begin at 3:30 p.m. on the appointed days. Five (5) members of the Association=s negotiating committee shall be granted leave with pay for such time that the meetings take place at the same time that the members are scheduled to be on duty.

ARTICLE 12
ASSOCIATION STEWARDS

A. Association stewards will be designated by the Association. The number of representatives allowable will be determined in the following manner: