

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

JULY 1, 2011 THROUGH JUNE 30, 2016

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ARTICLE 1
PREAMBLE

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)

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.

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.

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. Contolled 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 serive, 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 A 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 ½ 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 D 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 D 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.

F. 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 D of this article, multiplied by the daily salary or wages of such deceased employee.

G. Vacation Buy Out. An employee may by written request elect to be paid for up to a maximum of 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**

FY 2012: No change to current salaries in effect June 30, 2011 except for longevity pay as provided in paragraph C.

FY 2013: Effective July 1, 2012 salary tables in effect July 1, 2011 to June 30, 2012 will be increased three percent (3.0%) and shall be reflected in the attached salary tables for all classifications.

FY 2014: There shall be a 3.0% salary increase to the 2012-2013 salary tables in effect June 30, 2013 computed as in prior years and effective the first full pay period following July 1, 2013.

FY 2015: There shall be a 3.0% salary increase to the 2013-2014 salary tables in effect June 30, 2014 computed as in prior years and effective the first full pay period following July 1, 2014.

FY 2016: There shall be a 3.0% salary increase to the 2014-2015 salary tables in effect June 30, 2014 computed as in prior years and effective the first full pay period following July 1, 2015.

C. **Longevity Pay.**

- 1. Employees with 8 years of continuous service are entitled to \$175