

**AGREEMENT BETWEEN CHURCHILL COUNTY  
AND THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS (I.B.O.E.), LOCAL #3  
(CHURCHILL COUNTY DISPATCHERS' UNION)**

**FISCAL YEARS 2014-2016**

**ARTICLE 1**

**PREAMBLE**

A. This Agreement is entered into between the County of Churchill, Fallon Nevada, hereinafter referred to as the "County" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union."

B. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this Agreement.

C. It is recognized by Churchill County, the Union and the dispatchers that the County is engaged in rendering routine and emergency services to the general public and there is an obligation on each party for the continuous rendition and availability of such services.

D. All dispatchers 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. The County recognizes the Union as the collective bargaining agent for all full-time, post-probationary employees in the following classification:

Dispatcher

B. The term "dispatcher", "dispatchers", "employees" or "employee" as used in this Agreement refers to bargaining unit employees regularly scheduled to work thirty (30) or more hours per week during the entire fiscal year who have successfully completed their probationary period. The bargaining unit excludes all probationary, temporary, casual, seasonal, part-time, confidential, supervisory and administrative employees.

## ARTICLE 3

### EMPLOYEE RIGHTS

A. The County and the Union will not interfere with or discriminate against any dispatcher because of membership or non-membership in the Union, or because the employee engages in or refrains from engaging in any activity protected by Nevada Revised Statutes (NRS) 288.010 *et seq.*

B. The Union recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all dispatchers in the bargaining unit without discrimination, interference, restraint, or coercion.

C. The provisions of this Agreement shall apply to all dispatchers in the bargaining unit without any discrimination consistent with federal and Nevada law as to age, gender, marital status, sexual orientation, race, color, religion, national origin, or disability. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

D. The provisions of this Article shall not be subject to the grievance resolution procedures of this Agreement.

## ARTICLE 4

### UNION AFFAIRS

A. The Union will provide the County with an updated list of the names of dispatchers who are authorized to be stewards.

B. The Union negotiating committee shall not exceed two (2) dispatch members. Dispatchers on the negotiating committee may use either annual leave or Union Leave (as described in paragraph C below) to attend bargaining sessions.

C. Two (2) members of the Union Negotiation committee may be granted leave from duty with full pay for all meetings between the County and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty. Members of the Union may voluntarily contribute accumulated annual leave in one (1) hour increments to the Union Leave bank for the purpose of negotiating contracts. Time contributed will be deducted from the contributing employee's leave balance without compensation to the employee. Contributions may be made only during the first ten days of the months of January, April, July, and October of each year.

#### D. Dispatcher Deductions:

1. Upon receipt of a written authorization voluntarily executed by a dispatcher, the County will deduct monthly Union dues from the salary of a dispatcher who so requests, and transmit said monies to the Union. The parties shall agree upon the form of the written authorization.

2. The Union shall indemnify and hold the County harmless against any and all claims, demands, costs (including attorneys' 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 1 above.

E. The Union has the right to request and receive support documentation from the County to ensure compliance with the provisions of this agreement.

F. The Sheriff, for the County may designate an area for the Union to post and maintain an approximately 24" x 36" bulletin board upon which to post any Union affairs materials.

1. The Union bulletin board shall be used for posting Union notices and shall be restricted to the following:

- a. Notice of Union recreational and social activities;
- b. Notice of Union elections and results of such elections;
- c. Notice of Union appointments;
- d. Notice of Union meetings and reports and minutes thereof;
- e. If the Union desires to post any other information or material, the

Union shall first submit same to the Sheriff or designee for approval. The Sheriff or designee shall have the sole discretion to approve or disapprove of said posting.

## ARTICLE 5

### MANAGEMENT RIGHTS

A. The County and the Union 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, authorities, 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, direct, assign, or transfer a dispatcher; the right to reduce in force or lay off a dispatcher, subject to the provisions of this Agreement regarding procedures for the lay off and/or reduction in force, provided further, any lay off or reduction in force shall not be utilized to discipline a dispatcher; the right to determine, including the right to change appropriate staffing levels and work performance standards; the right to determine the content of the work day, 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 dispatchers subject to the Union's right to negotiate with the County the impact or effect of such decision; the right to discipline, suspend, demote, and/or terminate dispatchers; the right to consolidate County functions; the right to determine County functions; the right to establish, change, combine, or eliminate jobs, job functions, job descriptions and job classifications; the right to establish wage rates for new or changed jobs, subject to the Union's right to negotiate wage rates for new or changed jobs; the right to introduce new or improved procedures, methods, processes, or to make technological changes.

B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, 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 NRS Chapter 288, including without limitation the provisions of the 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 interest of all its citizens, its taxpayers, and its dispatchers.

## **ARTICLE 6**

### **NO STRIKE**

The Union, 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, or participate in any strike, as defined in NRS 288.070, against the County. Further, the Union will use its best efforts to require all dispatchers covered by this Agreement to comply with this pledge.

## **ARTICLE 7**

### **DISCIPLINARY ACTION**

A. **Basis for Disciplinary Action.** The tenure and status of every Union dispatcher is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action shall be for just cause and may, in addition to the cause set forth in the personnel code or Departmental Standard Operating Procedures (SOPs), be based upon any of the following grounds: failure to fully perform required duties, insubordination, abuse of employer policies or rules, unexcused absences, misuse or abuse of County property or equipment, substandard job performance, commission of a felony or other crime involving moral turpitude, and commission of other acts which are incompatible with service to the public.

B. **Policy:** The procedure set forth below shall be followed only in respect to any oral warning, written reprimand, suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a regular full-time, post-probationary dispatcher covered by this Agreement. No post-probationary dispatcher shall be disciplined without just cause.

1. **Oral warning:** An oral warning or a performance evaluation report is not subject to the appeal process outlined below.

2. **Written Reprimand:** A written reprimand shall be provided to a dispatcher prior to being placed in the dispatcher's personnel file. Such reprimands shall not be subject to the appeal process outlined below, but the dispatcher shall have the right of rebuttal by providing a written statement which will be included in the personnel file along with the written reprimand.

3. **Written Notice for Minor or Major Discipline:** When the disciplinary action proposed is a suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination, written notice of the intended disciplinary action shall be given to the

dispatcher personally, or if personal delivery is not practicable, then written notice shall be mailed to the dispatcher 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, the charge(s) being considered, the effective date of the intended action, and an explanation of the basis of the charges upon which the intended disciplinary action is based. The dispatcher will be responsible for notifying the Union of the Written Notice.

4. Dispatcher Response: Within five (5) working days from the date of delivery or mailing by certified mail of the Written Notice, the dispatcher shall have the right to respond, orally or in writing, to the Sheriff.

5. Relief of Duty: Notwithstanding any other provisions of this Article, the Sheriff or designee may take the following actions:

a. Approve the temporary assignment of a dispatcher 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.

b. The Sheriff or designee may place the dispatcher on leave without pay pending resolution of the situation. In the event the issue is resolved without disciplinary action being taken, the dispatcher shall receive full back pay for the period of leave without pay. In the event the issue is resolved with discipline, which includes less time off without pay than the dispatcher has suffered, the dispatcher shall receive full back pay for the time off which is not imposed as discipline.

6. County Response: If the dispatcher does not respond, the disciplinary action will commence, with no further right of appeal. If the dispatcher files a response, the Sheriff or designee shall notify the dispatcher in writing of any action to be taken within ten (10) working days of the dispatcher's response..

#### 7. Review Process for Minor Discipline

a. Minor Discipline Defined: Minor discipline is defined as a suspension without pay for three (3) days or less.

b. A dispatcher who has been suspended without pay for three (3) days or less has the right to a review of the minor disciplinary action taken by filing a written notice with the Sheriff requesting review within five (5) days from the date of the notice of discipline. The review request must state specifically the reason or reasons upon which it is based. Failure to file within the time allowed constitutes abandonment of appeal rights.

c. If a review of a minor disciplinary action has been requested, the Sheriff shall conduct or cause to have conducted an informal investigation of an dispatcher who has been subject to minor disciplinary action. This review shall be based on the written record and the Sheriff may, at his/her discretion, meet with the dispatcher and others as may be appropriate. The Sheriff shall, within thirty (30) working days after the conclusion of the review certify his/her decision in writing to the dispatcher. The decision of the Sheriff shall be final and binding.

#### C. Appeal of Major Discipline:

1. Major Discipline Defined: Major Discipline is defined as a suspension without pay of more than three (3) days, demotion, reduction of salary or a discharge.

2. Regular, post-probationary dispatchers may appeal major discipline as follows. If the dispatcher wishes to appeal the disciplinary action, s/he shall file a written request

with the Board of County Commissioners within five (5) working days of the imposition of the discipline. The appeal shall be heard by the County Board within thirty (30) working days of the written request. The County Board shall receive evidence and testimony from the administration and the dispatcher or his/her authorized representative during an informal hearing. The County Board may decide to uphold the disciplinary decision or reduce the disciplinary decision.

D. If the Union is not satisfied with the decision of the County Board regarding an appeal of major discipline, the Union may request in writing to the County Board within ten (10) working days of the County Board's decision that the matter be decided in arbitration. The parties shall attempt to agree upon the person who shall be the arbitrator. If the parties are unable to agree, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. Said arbitrator shall be agreed upon within ten (10) working days of receiving the list of seven (7) arbitrators. The arbitrator shall issue a final and binding decision.

1. The fees and expenses of the arbitrator and a court reporter shall be borne equally by the parties. A party requesting a copy of the written transcript shall pay all fees and costs associated; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.

2. A time for an arbitration hearing shall be established which shall not be less than fourteen (14) calendar days, nor more than one hundred fifty (150) calendar days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least seven (7) calendar days prior to the hearing. If the arbitrator's schedule does not allow the appeal hearing to be held within the above-noted time period, the Union and County agree to extend the deadline for the appeal hearing until such a time that the arbitrator is available.

E. **Timeliness:** The time limits set forth in this Article must be followed in a timely manner, unless alternative time schedules are mutually agreed to by the parties.

F. **Reduction in Pay.** A dispatcher faced with a disciplinary suspension may, upon mutual agreement between the employee and the Department, agree to continue working during the period of suspension. The Sheriff, Union and the dispatcher shall agree to reduce the dispatcher's base pay a fixed percentage amount for a period not to exceed twelve (12) months or until the wage reduction reflects the loss of pay the dispatcher would have realized by serving the suspensions, whichever is sooner.

G. This Article shall not apply to dispatchers serving a probationary period.

H. The appeal procedure set forth in this Article is the sole appeal process under this agreement and employee's may not appeal disciplinary actions pursuant to Article 8 - Grievance Procedure

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

A. A grievance shall be defined as a dispute between the County and the Union arising over the interpretation or application of a specific aspect of this Agreement which is not a management right. Grievances as defined above shall be resolved pursuant to this Article. This Article shall not apply to disciplinary action of any form.

B. If a dispatcher feels s/he has a grievance, s/he shall take up the matter with the Sheriff or designee within ten (10) days after the dispatcher becomes aware or should have become aware of the event giving rise to the grievance.

C. The Sheriff or designee shall make a reasonable effort to reach an acceptable solution to the problem within ten (10) days after it has been submitted to him/her. Any grievance settlement shall be approved in writing by the Sheriff or designee.

D. If the grievance is not settled during the informal discussion, the Union may proceed with the matter. To proceed, the Union shall submit the grievance in writing, within ten (10) days after the Sheriff's response to the informal discussion, to the Sheriff or designee and provide the following information:

1. the dispatcher's name;
2. the dispatcher's position classification;
3. a complete statement of the nature of the grievance citing the specific section of this Agreement which is the basis for the grievance and the date the grievance arose;
4. any attempts made to resolve the problem;
5. a proposed solution to the grievance;
6. signature of a Business Representative

The Sheriff or designee shall arrange for any meetings and investigations necessary to enable him/her to respond in writing to the Union regarding the grievance within ten (10) days from the date s/he received said grievance in writing.

E. The Union shall furnish the County with the name(s) of its representative(s) authorized to file and settle grievances under the provisions of this Article.

F. If the matter is not settled in the previous step, the Union may, within ten (10) days of receiving the Sheriff's or designee's decision, submit the matter to the County Manager. The County Manager shall hold a meeting within ten (10) days to consider the matter. The County Manager shall conduct a hearing during which s/he shall hear testimony and argument from the Union representatives and from the Sheriff's staff and advisors. The County Manager shall issue a written decision within ten (10) days of the conclusion of the hearing.

G. If the matter is not settled in the previous step and after receipt of the written response from the County Manager, the Union may, within ten (10) days of receipt of the County Manager's decision, notify the County Manager in writing of its desire to submit the matter to an arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service.

H. The decision of the arbitrator shall be final and binding. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusion on the issues submitted.

I. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement; nor will the arbitrator have any power to amend, modify, add, or delete provisions of this Agreement.

J. The fees and expenses of the arbitrator and a court reporter shall be borne equally by the parties. A party requesting a copy of the written transcript shall pay all fees and costs

associated; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.

K. Any dispatcher, informally seeking or formally filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so, testifying on behalf of another dispatcher, assisting another dispatcher to prepare a grievance report, or acting as a representative of any dispatcher requesting a grievance review.

L. For purposes of Articles 7 and 8, the term "day" means any day Monday through Friday excluding holidays.

M. The time limits set forth in this Article shall be strictly construed. The time limits specified in the preceding sections may be extended by mutual written agreement of the parties. If the Union 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 established in the preceding sections, the matter automatically moves to the next step.

## ARTICLE 9

### HOURS OF WORK, OVERTIME, AND RECORDS

#### A. Hours of Work:

1. The following provisions are intended to define the normal work week and hours of work and shall not be construed as a guarantee of the number of hours worked per day or the number of hours worked per week, or the number of days worked per week. The Sheriff or designee shall determine the hours of work and the work schedules of the dispatchers. The Sheriff or designee may designate alternate work weeks or other work schedules when the County operations make such designations desirable.

2. The standard work week shall be a seven (7) consecutive day period from midnight Sunday to midnight the following Sunday.

3. The work schedule shall be the normal hours of work for a dispatcher during a work week. The standard work schedule for full-time dispatchers shall be eight (8) hours per day for five consecutive days, which includes an on-duty meal period that shall be treated as paid time. The normal shift start times, including any hours in paid leave status, are as follows:

- a) Day shift shall include all shifts starting between 6:00 am and 7:00 am.
- b) Swing shift shall include all shifts starting between 2:00 pm and 3:00 pm.
- c) Grave shift shall include all shifts starting between 10:00 pm and 11:00 pm.

#### B. Overtime:

1. It is the policy of the County that overtime should be kept to an absolute minimum consistent with the basic functions and purposes of the operating department and shall remain within the spending authority as provided in each department's budget. Decisions concerning the use of overtime are fiscal and management functions.

2. Overtime necessary to respond to an emergency shall be authorized, in advance if possible, by the Sheriff or designee. When overtime is routine and predictable or as a result of an increase in workload, prior approval of the appointing supervisor is necessary.

3. Overtime for dispatchers is that time worked which exceeds eight (8) hours in

a calendar day or forty (40) hours in a seven day work week. Dispatchers who typically are regularly scheduled to work a variable workday of more than eight (8) hours but not more than twelve (12) hours in a calendar day shall receive overtime for that time actually worked which exceeds their regularly established workday or forty (40) hours actually worked in a standard seven (7) day work week. Time worked includes paid lunch periods, time off for annual leave, sick leave, comp. time and holidays. Paid sick leave with less than five (5) calendar days advance notice shall not be counted as time actually worked in computing the eight (8) hours per day or forty (40) hours per week requirement.

4. All overtime hours, as defined above, shall be compensated at one-and-one-half times the dispatcher's regular rate of pay. At the discretion of the Sheriff or designee, the form of payment may be either overtime pay or compensatory time off in lieu of payment of overtime. Paid overtime shall be in the same pay check covering the pay period in which the overtime was earned. Overtime hours will be converted to compensatory hours at the rate of each hour of overtime work equals one-and-one-half hours of compensatory time. Dispatchers who elect compensatory time off may accrue up to forty (40) hours in a compensatory time off account. Hours above forty (40) shall be treated as paid overtime. Compensatory time off may be used by the dispatcher within a reasonable period of time at the request of the dispatcher with prior approval of the Sheriff or designee. The Sheriff or designee shall make a reasonable effort to grant the compensatory time off at the time requested by the dispatcher consistent with department needs and budget constraints.

C. Records and Attendance:

1. Dispatchers will not be allowed unexcused absences or tardiness.
2. Dispatchers who become ill or are injured while on duty shall report immediately to the department head.
3. Dispatchers shall not leave early and must be at the assigned work area at the start and end of shifts, breaks, and meal periods.
4. Dispatchers shall not leave the place of work during working hours without authorization and shall not waste time or loiter.
5. Dispatchers shall work until the designated quitting time and shall not quit early or leave before relief personnel have arrived.

## ARTICLE 10

### UNIFORM ALLOWANCE

A. Upon initial employment, each dispatcher shall be provided with a three hundred dollar (\$300) credit at a uniform supply company for the purpose of obtaining his/her initial uniforms.

B. The County agrees to pay to each dispatcher the sum of six hundred dollars (\$600.00) per year for uniform care, maintenance and replacement, said sum to be paid by separate checks of three hundred dollars (\$300) on or about April 30<sup>th</sup> and September 30<sup>th</sup> of each year. The County shall recognize their obligation to provide this allowance, as designated, in a timely manner.

C. Dispatchers who are hired sixty (60) days or less before the dates indicated in Paragraph B above, shall not be eligible to receive a uniform allowance at the first uniform

allowance check date after his/her date of hire. Dispatchers who are hired more than sixty (60) days before the dates indicated in Paragraph B above, shall receive a prorated amount of the uniform allowance on the first uniform allowance check date after his/her date of hire.

D. Upon request by a dispatcher and at the discretion of the Sheriff, the County shall be authorized to repair or replace items of personal property which have been damaged while the dispatcher is on duty. This section is not intended to provide for repair or replacement of items damaged through negligence on the part of the dispatcher. The intent of this section is to provide relief when items such as but not limited to the following are damaged as a result of unusual circumstances such as physical assault: eye-glasses, watches, dentures, and clothing. It is also at the discretion of the Sheriff as to the value placed on the item which is being repaired or replaced.

## ARTICLE 11

### COMPENSATION

#### A. Salary Schedule

1. Commencing July 1, 2013 through June 30, 2014 the gross compensation to employees covered by this agreement shall be in accordance with the salary schedule attached hereto as Appendix A and incorporated herein by this reference, representing a 3.0% increase over the prior year.

2. Commencing July 1, 2014 through June 30, 2015 the gross compensation to employees covered by this agreement shall be in accordance with the salary schedule attached hereto as Appendix A and incorporated herein by this reference, representing a 2.0% increase over the prior year.

3. Commencing July 1, 2015 through June 30, 2016 the gross compensation to employees covered by this agreement shall be in accordance with the salary schedule attached hereto as Appendix A and incorporated herein by this reference, representing a 2.5% increase over the prior year.

#### B. Compensation Plan:

1. The compensation plan shall consist of range of pay as determined by this Agreement. Each position on the classification plan will be assigned an appropriate range in the compensation plan which insures the maintenance of equitable relationships between classes based on their relative duties and responsibilities. Progression through the steps of each range shall be based on merit alone. Changes in range result solely from promotion, demotion, adjustment to the salary range for a class, or as otherwise specifically provided by this chapter.

#### 2. Definition of Terms:

a. "Range" means a range of salaries. A range shall consist of a series of salary steps for each position as may be determined by the board from time to time. Entry level

salary in any range shall conform, as a minimum, to the federal minimum pay scale in effect at the time of entry into said position.

b. "Step" means a single salary level within a range. A range contains a beginning step with each subsequent step separated by a two-and-one-half percent increment or such other differential.

### 3. Plan administration:

a. The rates of compensation are based on the monthly salary for a full-time regular dispatcher. Hourly, biweekly, and annual figures are based upon the predetermined work week of the individual department and consisting of a forty-hour week.

b. All overtime for dispatchers shall be paid according to the hourly wage equivalent for their positions based on the actual hours worked during the pay period.

### 4. Salary Upon Initial Appointment:

a. Initial appointment to a position shall be made at the beginning step of the range except as otherwise noted in this chapter.

b. The County Board may approve an advanced step appointment within a salary range to:

1. Meet a difficult recruiting problem;
2. Employ a person who possesses superior qualifications.

c. An advanced step appointment to meet a difficult recruiting problem may be used if:

1. An effort to recruit for a dispatcher has failed to produce three eligible persons who are available; or
2. The recruitment for dispatcher has been deemed historically difficult.

d. An advanced step appointment used to employ a person who possesses superior qualifications may be used if the person possesses experience or education, or both, which greatly exceed both the minimum qualifications of the class and the experience and education of the other eligible persons who are available. Any experience or education considered pursuant to this subsection must be given a greater weight for those areas directly related to the position than those areas of general education and experience. The rate of salary in this situation is negotiable within the range of the position.

### 5. Advancement Within Salary Range:

a. In order to properly compensate a dispatcher, advancements in salary shall be based on a merit system. Advancements shall not be automatic, but shall depend upon increased service value of the dispatcher to the county. On recommendation of the Sheriff or designee, annual merit salary increases may be granted dispatchers as recognition for satisfactory performance of the duties assigned to their position in the form of, as a minimum, a one step pay raise on the dispatcher's anniversary date. In no event shall an dispatcher receive an increase to a salary step which is beyond the maximum of the range.

b. Eligibility for a merit salary increase shall occur on the dispatcher's anniversary date and, on approval of the Sheriff or designee, shall be paid from that date. Should all or part of a merit increase be disapproved at the time of the initial eligibility, and approved at a later date in the same year due to the dispatcher demonstrating improved performance, the merit salary increase shall be paid from the date of approval. Granting a merit salary increase does not affect the dispatcher's anniversary date or subsequent eligibility.

c. If, due to budgetary constraints, the County deems it necessary to delay implementation of merit increases for all employees of Churchill County, merit increases for Dispatchers will be delayed for the same time period as the rest of Churchill County employees. It is understood that the County has delayed the merit increase six months, effective July 1, 2008.

### C. Special Pay:

1. Temporary Field Training Officer (FTO) Pay: To assure the orderly performance and continuity of County services, the Sheriff may temporarily assign employees to act as Field Training Officers (FTO) to train new dispatchers.

a. When an employee is specifically assigned in writing to work as an FTO, said employee shall be paid 5.0% above their normal rate of pay for the hours actually spent training a new dispatcher.

b. Status as an FTO shall last no more than twelve (12) weeks, unless the Sheriff extends the FTO assignment in writing. Such extension, and any subsequent extension, shall be limited to no more than four (4) weeks per extension.

2. Bi-Lingual Pay: Employees who are bilingual in Spanish and English and whose skills are actively utilized by the Department shall be compensated with an annual bonus payable on December 1 of each year in which they are qualified in the amount of One Hundred Fifty Dollars (\$150.00). Employees must pass a speaking proficiency test conducted by the American Council on the Teaching of Foreign Languages (ACTFL) at the level of Intermediate High in order to qualify for the Bilingual Incentive. The proficiency test will be paid for by the county once every 18 months per Dispatcher wishing to be tested. Employees who do not pass the proficiency test may re-test prior to 18 months at their own expense.

## **ARTICLE 12**

### **SHIFT DIFFERENTIAL**

A. Dispatchers working during swing shift will have 5% shift differential added to their base rate of pay. Dispatchers working during grave shift will have 9% shift differential added to their base rate of pay.

B. For the purposes of computing shift differential, shift differential shall be paid for the hours actually worked during a shift. For example, an employee who works eight (8) hours of a swing shift and then works two (2) hours into the grave shift would be paid eight (8) hours at the swing shift rate (base plus 5%). They would then also be paid two (2) hours at time and one half of their regular rate of pay (pursuant to Article 9, Paragraph B of this Agreement) along with two

(2) hours at the graveyard shift differential (base plus 9%).

## ARTICLE 13

### HOLIDAYS

- A. The following are paid holidays for County dispatchers:
1. New Year's Day (January 1)
  2. Martin Luther King, Jr.'s Birthday (Third Monday in January)
  3. President's Day (Third Monday in February)
  4. Memorial Day (Last Monday in May)
  5. Independence Day (July 4)
  6. Labor Day (First Monday in September)
  7. Nevada Day (Last Friday in October)
  8. Veteran's Day (November 11)
  9. Thanksgiving Day (Fourth Thursday in November)
  10. The day after Thanksgiving Day (Friday following the fourth Thursday in November)
  11. Christmas Day (December 25)

For the first occurrence only, any day appointed by the governor of Nevada as a legal holiday.

B. Full-time nonexempt regular dispatchers are entitled to eight (8) hours of leave with pay on a holiday unless the dispatcher is required to work on the holiday.

C. When a holiday falls within a dispatcher's annual leave or an approved sick leave, when he/she would otherwise normally have received a day off, that person shall receive pay and not be charged annual or sick leave for the holiday.

D. Any full-time regular dispatcher of the County who is required to work on any of the above named holidays, shall be compensated at one and one-half (1 ½) times the dispatcher's regular rate of pay for hours worked on the holiday, in addition to receiving eight (8) hours of regular pay for the holiday.

E. Compensatory time off will be given on a one to one ratio for holidays which occur on a regular day off, but will not be given for holidays which occur during a leave of absence. Said compensatory time off shall be set at the discretion of the Sheriff. If a dispatcher is unable to take the compensatory time off within the pay period in which the holiday falls, then dispatcher shall be entitled to convert the compensatory time off into annual leave subject to the terms and conditions of Article 14 of this Agreement.

F. Holiday pay will be paid on the date of the actual holiday listed in paragraph A, not when the County observes the holiday except in the case where the County observes the holiday on the date of the actual holiday.

G. In addition to the holidays defined in subsection A of this section, each dispatcher is

entitled to one (1) "floating" holiday per calendar year. For full-time dispatchers the floating holiday shall be eight (8) hours of paid leave time to be used on one day. For dispatchers covered by this Agreement who work more than thirty (30) but less than forty (40) hours per week, the hours of paid leave to be granted as a floating holiday shall be computed by dividing the number of hours of work regularly scheduled each week by forty (40) and multiplying the result by eight (8). The result shall be rounded to the nearest one-tenth (1/10) of an hour. The floating holiday shall be designated by the dispatcher as to the date of his/her choice, subject to notification and approval of the dispatcher's supervisor ten (10) calendar days in advance of the proposed date. The floating holiday may not be carried into the next calendar year. If it is not used it is forfeited at the end of the calendar year or, for dispatchers terminating before using the holiday, at termination.

## ARTICLE 14

### ANNUAL LEAVE

A. All regular full-time Dispatchers who have completed six months or more of continuous service on a full-time equivalency basis are eligible for annual leave credit as follows:

<u>Years of Service</u>	<u>Maximum Accrual Rate Per month</u>	<u>Maximum Accrual Per Year</u>	<u>Maximum Balance</u>
1 thru 5	8 hours	96 hours	240 hours
6 thru 10	12 hours	144 hours	240 hours
11 thru 15	14 hours	168 hours	240 hours
16 thru 24	16 hours	192 hours	240 hours
25 and over	18 hours	216 hours	240 hours

Each eligible Dispatcher shall accrue annual leave on the basis of regularly scheduled hours worked or on County paid leave status. Each eligible employee shall accrue annual leave based upon the percent of full-time employment which the employee is regularly scheduled to work. The percent of full-time employment shall be applied to the accrual rate per month shown above for the employee's years of service. No Dispatcher shall accrue annual leave for more than forty hours in paid status per week.

B. Annual leave is earned and available for use at the beginning of the month following the one in which the qualifying hours are worked. Annual leave may be taken as accrued or accumulated. Unused annual leave not exceeding 240 hours may be carried over into the following calendar year. Any unused annual leave in excess of 240 hours will not be carried over into the next calendar year. Any accrual of annual leave benefits in excess of 240 hours, is expressly conditioned on the Dispatcher's use of said leave prior to the next calendar year.

C. The time when annual leave shall be taken shall be determined by the Sheriff or his designee after considering the needs of the department, seniority and wishes of the Dispatcher. Except in cases of bona fide Dispatcher emergency, requests for annual leave shall typically be made at least five working days in advance of the date for which leave is requested. The Sheriff or his designee shall establish work and annual leave schedules with first consideration to be given to the efficient operation of the department.

D. Dispatchers who have at least six months eligible service who subsequently leave the employment of the county shall be paid for all accumulated annual leave time at the appropriate pro rata amount per month based upon their length of service. Employees who are terminated for cause shall not be eligible for payoff of unused annual accrual. If any Dispatcher dies and was entitled to payment for accumulated annual leave under the provisions of this agreement, the heirs of such Dispatcher who are given priority to succeed to that Dispatcher's assets under the laws of the intestate succession of this state, or the executor or administrator of that Dispatchers estate, upon submission of satisfactory proof to the county board of their entitlement, shall be paid such amount.

E. No Dispatcher shall be permitted to waive annual leave for the purpose of receiving double pay. When a Dispatcher is not working because of illness or injury and has exhausted his/her sick leave, he/she may, at the discretion of the Sheriff or his designee be permitted to draw his/her annual leave in lieu of his/her sick leave.

#### F. Annual Leave Conversion Policy.

1. The purpose of the Annual Leave Conversion Program is to allow employees covered by this Agreement to elect to convert Annual Leave hours to the County upon meeting certain criteria. The program should facilitate employees to work additional hours for the general county without losing annual leave in excess of the maximum carryover at calendar year end. The cost of the Conversion program would be less than the additional cost of contract labor or consultants to perform the work while the employees are off on annual leave.

#### 2. Eligibility Requirements under Annual Leave Conversion Program:

a. Employees may elect to participate in the County's annual leave accrual conversion program if they meet the criteria established within this policy.

b. The employee must have five years of service with Churchill County.

c. Employee must have a satisfactory or above performance evaluation within the last twelve months.

d. Employee must have accrued as of the first pay period in November in excess of 200 hours of annual leave.

e. The employee must use at least 50% of the current year accrued annual leave as of the end of the year of the buyback to be eligible.

f. The amount of the conversion is limited to 50% of the current year accrual subject to conversion in 20 hour increments. Ie., 20, 40, 60...

g. The conversion must be approved by the Sheriff before submittal to the Comptroller's Office. The Sheriff has the authority to disapprove the conversion if he/she feels the circumstances warrant disapproval.

h. The conversion will be in the form of purchase of retirement service credit with PERS or contribution into the employee's 457 Deferred Compensation account.

i. The total number of Union employees approved for this plan in a given year will be limited to 10% of the total number of Unit members enrolled in the Public Employees Retirement System. In the event that the number of applicants within the Unit exceeds 10% in any year, the County will order the applicants by seniority of County employment to determine eligibility. Any applicant denied on the basis of seniority will have priority in the subsequent year.

3. Procedures:

a. On or before November 15<sup>th</sup> of each calendar year, each eligible employee shall submit a conversion request to the Comptroller's Office on the designated form.

b. The request will be reviewed by the Comptroller's Office and Human Resources to ensure compliance with eligibility requirements, and the employee shall be notified in writing as to the status of the request.

c. The calculation date shall be the ending date of the first pay period in November.

d. In calculating the incentive conversion amount, the Comptroller shall use the following factors:

i. Employee's current rate of pay

ii. Number of hours eligible for buy-back in 20 hour increments (The wage rate multiplied by the number of eligible hours will be the total compensation used for the selected payment election.)

iii. Employee's payment election method: PERS or Deferred Compensation election.

iv. Any other factors the Comptroller deems necessary to make the calculation.

v. If approved, payments for eligible hours shall be made on behalf of the employees by December 31<sup>st</sup>.

vi. Employees who are eligible for this program must submit the request by November 15<sup>th</sup> of each calendar year. Payment for the hours requested shall be processed and paid by December 31. This scheduled time frame will be the only opportunity for eligible employees to participate in this program each year. Compensation for the hours shall be made at the employee's current rate of pay.

4. Review and Other Provisions:

a. This program is voluntary and subject to periodic review by the Board of County Commissioners. Each application is subject to review to determine the financial advantage to the County. The Board of County Commissioners retains the option to reject any or all requests to participate if it is not determined to be advantageous to the County.

b. The Board of County Commissioners retains the option to waive any of the requirements under this policy if, in the opinion of the board, there are extenuating circumstances.

## ARTICLE 15

### SICK LEAVE

#### Sick Leave:

A. Sick Leave Computed: All regular full time dispatchers shall be entitled to ten (10) hours of sick leave with pay for each full time equivalency month of service, which shall be accumulated from year to year. Dispatchers who are regularly scheduled to work more than thirty (30) hours but less than forty (40) hours per week shall accrue sick leave on a prorated basis.

B. Use Of Sick Leave: Such sick leave with pay can only be granted upon an approval of the Sheriff or designee in case of bona fide illness of a dispatcher, or of his/her "immediate family" defined as a husband, wife, child, parent (regardless of where that relative lives) or other relative residing in the dispatcher's household. For the purpose of this policy, bona fide illness shall include the use of sick leave to care for a newborn of a dispatcher, provided the dispatcher qualifies under the family and medical leave provisions. Sick leave shall be used for all medical and dental appointments or care. Evidence that use of sick leave was necessary in the form of a physician's certificate may be required in any case by the county. Dispatchers can use sick leave in units of one half hour or more.

C. Accrual Of Benefits: Sick leave shall accrue from the start of employment. Sick leave benefits may be granted to any dispatcher during the first six (6) months of his/her employment.

D. Duty To Notify: In the event that a dispatcher is aware in advance that sick leave benefits will be needed, it shall be the duty of the dispatcher to notify the Sheriff or designee as far in advance as possible in writing of the anticipated time and duration of such sick leave and provide medical certification that he/she will be unable to perform his/her normal work function. A dispatcher will be required to begin using sick leave on the date after which the doctor certifies that he/she is unable to perform his/her normal duties. A dispatcher on sick leave is required to notify the Sheriff or designee at the earliest possible time of the anticipated date on which the dispatcher will be able to resume his/her normal duties. The Sheriff or designee may require a certificate from the physician of the county's choosing that a dispatcher on sick leave is medically unable to perform the essential job function of his/her position and the Sheriff may require such medical certification from time to time until the dispatcher returns to his/her normal duties. In the event that a dispatcher on sick leave fails to return to work as soon as he/she is medically able to perform his/her assigned duties, he/she may be deemed to have resigned his/her position with the county and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the dispatcher on sick leave only for the actual workdays missed due to medical inability to perform normal duties.

E. Unpaid Leave: In the event that a dispatcher exhausts his/her accumulated sick leave and is not medically able to resume his/her normal duties, he/she may request an unpaid leave of

absence for a period not to exceed six (6) months, pursuant to Article 16. Thereafter, the county board may consider and may renew such unpaid leave of absence, with the concurrence of the Sheriff, if the dispatcher requests in writing that the county board renew such unpaid leave and can show that he/she will be able to resume his/her normal duties within an additional six (6) months.

F. Workers' Compensation: Any dispatcher who is receiving workers' compensation may, at his/her option, take sufficient sick leave to make up for the difference between the workers' compensation payment and his/her regular wage. When a sick leave account is exhausted, the dispatcher will receive workers' compensation payments only.

G. Disciplinary Action: Claiming sick leave when physically fit or when not otherwise eligible for sick leave within the provisions of this section shall be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination. Except in cases of emergency, if a dispatcher fails to give advance notice when sick leave is needed, payroll deduction for the time taken will result. A dispatcher will be considered to have given appropriate advance notice if he/she notifies his/her supervisor of the need to be absent from work before the beginning of his/her regular work shift, or if there is no practical way of giving such notice, within two (2) hours of the beginning of the work shift. In the case of unanticipated serious illness or injury, notice may be given as soon as reasonably practical.

H. Payment To Beneficiaries: If any dispatcher dies and was entitled to payment for accumulated sick leave under the provisions of this Article, the heirs of such deceased dispatcher who are given priority to succeed to that dispatcher's assets under the laws of the intestate succession of this state, or the executor or administrator of that dispatcher's estate, upon submission of satisfactory proof to the County Manager of their entitlement, shall be paid such amount.

I. Payment Of Benefits: Upon the death of a county dispatcher or upon election of a county dispatcher to retire under the state of Nevada Public Employee's Retirement System immediately upon separation from county employment, the dispatcher or the dispatcher's beneficiaries are entitled to payment, not exceeding the total sum of seven thousand five hundred dollars (\$7,500), for the dispatcher's unused accrued sick leave according to the number of hours of unused accrued sick leave as follows:

<u>Years Of Employment</u>	<u>Percent Allowed For Payment</u>
5 to 10	35 percent
10 to 20	50 percent
Over 20	60 percent

J. Payment In Case Of Resignation Or Layoff: Any county dispatcher who resigns in good standing following two (2) weeks' advanced notice or is laid off shall be entitled to payment, not exceeding the total sum of three thousand dollars (\$3,000.00), for unused sick leave according to the schedule in subsection I of this section.

If payoff is received as a result of layoff, and the dispatcher is later reinstated, only that sick leave not converted to retirement service credits or paid off at layoff will be reinstated and the amount of payoff and the maximum payoff at any future separation from county will be reduced by the amount paid at layoff.

K. Conversion Of Sick Leave Into Retirement Service Credits: A dispatcher 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:

1. Dispatchers must have a cumulative total of at least four hundred (400) hours of unused sick leave to be eligible for conversion. Accrued sick leave hours of a dispatcher in excess of four hundred (400) may be converted into retirement service credit.

2. A dispatcher's conversion of unused accrued sick leave into retirement service credits shall be in increments of at least forty (40) hours, subject to a maximum annual limit of two hundred eighty (280) hours (7 workweeks).

3. Dispatchers 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 during the period November 1 to December 1 of each year. If the dispatcher meets all of the conditions set forth in this subsection, then county shall deduct the designated amount of accrued sick leave from the dispatcher'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 dispatcher.

4. For those dispatchers who elect to purchase retirement credit under PERS and subsequently retire under PERS while employed by the county, shall be eligible to convert their sick leave balance in writing to retirement credit on an hour for hour basis for the balance of retirement credit available for purchase not to exceed the statutory maximum of five (5) years. In the event that a sick leave balance remains after converting as much of the dispatcher's sick leave hours to retirement credit as may be allowed under PERS, the remaining balance shall be eligible for the privileges granted under subsection I of this section.

5. Upon retirement under PERS while employed by the county, a dispatcher may elect in writing to convert their unused accrued sick leave into retirement service credits up to a maximum of six hundred eighty (680) hours (17 workweeks).

#### L. Catastrophic Leave

##### (1) Definitions:

a. "Catastrophe" means an employee is unable to perform the duties of their position because of a serious illness or accident which is life threatening or which will require a lengthy convalescence.

b. "Lengthy Convalescence" means a period of disability which the attending physician determines will exceed ten (10) weeks.

c. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.

##### (2) Establishing the Catastrophic Leave Account

a. The County Manager will establish an account for catastrophic leave for employees.

b. An employee may request, in writing that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account. Hours transferred to a Catastrophic Leave Account will be converted to a dollar value donated based on the rate of pay of the donor.

c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance in his/her account after the transfer is less than 400 hours. Sick leave will be transferred at the rate of one hour for one hour credit donated.

d. The maximum number of hours which may be transferred in any one calendar year from any employee is 40. The minimum number of hours which may be transferred in any 1 calendar year is 8 hours annual and 24 hours sick. Leave will be placed in a pool, however, the employee may transfer hours to the catastrophic leave account for use by a particular employee, who has been determined to be eligible to receive the leave.

e. Any hours of annual or sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to Section 4 of this Article.

### (3) Request for Catastrophic Leave

a. An employee who is himself/herself affected by a catastrophe as defined in Section 1, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The maximum number of hours that may be transferred to an employee pursuant to this section is 240 per catastrophe. Catastrophic leave may be used when the subject of the catastrophe is a member of the employee's immediate family, defined as husband, wife, child, parent, regardless of where that relative resides, or other relative residing in the employee's household. Catastrophic leave will be deducted from the Catastrophic Leave Account based upon the dollar value and the rate of pay of the employee receiving the catastrophic leave.

b. The request must include:

1. The employee's name, title and classification; and
2. A description of the catastrophe and the expected duration of that catastrophe.

c. An employee may not receive any leave from the catastrophic leave account until he/she has used all his/her accrued annual, sick and other paid leave.

d. An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

### (4) Approval of Transferring the Catastrophic Leave

a. The County Manager or his designee, may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any employee who is eligible to receive such leave.

b. The decision of the County Manager or his designee concerning the approval of leave pursuant to subsection 1 is final and is not subject to the grievance procedure, judicial review or review by the Board of County Commissioners.

(5) Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used.

a. The County Manager or his designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to grievance procedure, judicial review, or review by the Board of County Commissioners.

b. The County Manager or his designee shall not grant any hours of leave from the catastrophic leave account after:

1. The catastrophe ceases to exist; or

2. The employee who is receiving the leave resigns or his/her employment with the County is terminated.

c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.

(6) Maintenance of Records on Catastrophic Leave

a. Human Resources shall maintain the records and report to the County Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost of carrying out this provision.

(7) Employee; Definition

a. The term "employee" as used in the Catastrophic Leave section includes only those employees covered by the Agreement.

(8) Substantiation of Catastrophic Condition

a. The County Manager or his designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his choosing. The cost of such written substantiation shall be borne by the County.

## ARTICLE 16

### LEAVE OF ABSENCE

### Leave Of Absence:

A. The county board may grant a leave of absence without pay to any dispatcher upon request. The Sheriff may grant a leave of absence to a dispatcher in his/her department for a period not to exceed one month. Such leave of absence may be extended for a period not to exceed a total of six (6) months with the concurrence of the county board. The anniversary date of any dispatcher on leave of absence without pay for more than fourteen (14) calendar days shall be adjusted by the number of days of leave of absence.

B. The dispatcher desiring a leave of absence shall first make application in writing to the Sheriff for such leave. Sick leave and/or vacation leave must be used prior to a dispatcher's going on leave of absence.

C. Leaves of absence may be granted because of pregnancy on request of the Sheriff and concurrence of the county board.

D. No leave will be approved to permit a dispatcher to engage in other gainful occupation except when the county board determines such leave of absence is in the best interest of the county. If it is found that the dispatcher has accepted unauthorized employment during a leave of absence by another employer, or the dispatcher has engaged in other unauthorized gainful occupation of any kind, then the dispatcher's employment with the county shall be terminated forthwith.

E. All time granted to a dispatcher as a leave of absence without pay pursuant to this section shall not count nor be considered as service time, for the purposes of computing any benefits of employment.

### Bereavement Leave

A. In cases of death in an dispatcher's immediate family requiring his/her attendance, the dispatcher shall be granted three (3) days totaling twenty-four (24) hours off with full pay for each death, if warranted and approved by the supervisor. In addition to the three (3) days of Bereavement Leave, a dispatcher may use up to twenty-four (24) hours (three (3) days) sick leave for each death. Immediate family for the purpose of this section shall be limited to relatives within the third degree of consanguinity or affinity and to persons standing in parentis locus.

B. To compute the degree of consanguinity, begin with the dispatcher then count the numbers of degrees of relationship from the dispatcher to the common ancestor to the relative in question. To compute the degree of affinity, begin with the dispatcher then go to the dispatcher's spouse then count the number of degrees of relationship from the dispatcher's spouse to the common ancestor to the relative in question.

### Family Medical Leave Act

A. The County and Union agree that dispatchers are entitled to family medical leave pursuant to the Family and Medical Leave Act of 1993 (FMLA). With the concurrence of the Sheriff or his designee, intermittent FMLA leave may be used for the care of a newborn, newly adopted child, and/or a new foster child.

## ARTICLE 17

### COURT SERVICES

#### Jury Duty And Subpoenaed Witness:

No deduction shall be made in the salary of a dispatcher who serves on a jury or is subpoenaed to testify in a judicial or quasi-judicial proceeding as a material or expert witness if he/she remits to the county any fee received provided such appearance is not as a result of actions of the dispatcher outside of the scope of his/her employment and is not part of a legal action initiated by the dispatcher. If the dispatcher chooses to retain the fees, he/she will be charged vacation time, or be placed on a leave without pay status, for the time spent serving. If the dispatcher incurs personal mileage expenses while serving, said dispatcher may retain that portion of the fee attributable to mileage and remit the difference to the county. Dispatchers subpoenaed to appear pursuant to an official subpoena shall immediately notify the Sheriff or designee in writing whether or not they shall remit any witness fee to the county and if not, their leave status while serving. In addition, except as provided below, dispatchers served with subpoenas which may relate to their employment with the county shall notify the county manager's office immediately upon being served. This provision does not apply to dispatchers who in the normal course and scope of county employment administer and/or process subpoenas.

## ARTICLE 18

### MILITARY LEAVE

#### Military Leave:

A. Military leaves of absence will be authorized consistent with the requirements in accordance with state and federal law as outlined below. For the purpose of this policy, recognized military service shall mean full-time service by a person in the armed services during a national emergency or state militia emergency. A military leave of absence is normally granted without pay, however, a dispatcher may exhaust accrued vacation leave, compensatory time off or other leave balances as appropriate prior to commencing leave without pay. In order to be eligible, dispatchers must submit written verification from the appropriate military authority. Whenever possible, the dispatcher shall notify the department head of such leave request at least ten (10) working days in advance of the beginning date of such leave.

B. There shall be no loss of seniority, sick leave or vacation leave rights during such leave. While in a non pay status on military leave, the dispatcher shall not accrue vacation, sick leave, holidays or any other benefits during the leave. Insurance benefits, such as, but not limited to, health, dental, life and disability insurance for the dispatcher and his/her dependents will not be maintained by the county during the leave while in a non-pay status. The dispatcher may elect to pay the premiums and maintain the insurance during the leave. The premiums must be paid in advance to the county.

C. The county will reinstate dispatchers returning from military leave to their same position or one of comparable seniority, status and pay if they:

1. Have a certificate of satisfactory completion of service;
2. Apply within ninety (90) days after release from active duty or within such extended period, if any, as their rights are protected by law; and
3. Are qualified or are, with reasonable accommodation and effort, able to re-qualify to fill their former position.

D. Exceptions to this policy shall be made whenever necessary to comply with applicable state and federal laws.

E. Any officer or dispatcher who is an active member of the United States army reserve, the United States naval reserve, the United States Marine Corps reserve, the United States Coast Guard reserve, United States Air Force reserve, or the Nevada National guard shall be relieved from his/her duties, upon request, to serve under orders and shall receive his/her regular pay, not to exceed fifteen (15) working days in any one calendar year, while on such leave. Military leave under this subsection shall not be treated as vacation leave.

## **ARTICLE 19**

### **HEALTH AND WELFARE**

The County shall contribute 100% for dispatchers, not to exceed Seven Hundred Seventy-Five dollars and zero cents (\$775.00) per month of the premium for the dispatcher only coverage by the group health insurance plan covering medical, dental and vision during the first year of this agreement. If the insurance premium for dispatcher only coverage changes during the subsequent years of this agreement, then the County agrees to increase or decrease the dollar amount referred to above, to an amount sufficient to pay the dispatcher only premiums, with the following limitations: The maximum insurance premiums paid by the County will be Eight Hundred Fifty dollars and zero cents (\$850.00) in the second year. The maximum insurance premiums paid by the County will be Nine Hundred dollars and zero cents (\$900.00) in the third year. After consulting with the Insurance Advisory Committee, the Board of County Commissioners reserves the right to select and modify the County's group health, accident and life insurance plans.

## **ARTICLE 20**

### **RETIREMENT**

All Dispatchers 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 *et seq.* Any increases or decreases in the contribution rate required pursuant to NRS Chapter 286 shall be divided equally between the dispatcher and the County according to the provisions of NRS Chapter 286.

## **ARTICLE 21**

## **SAFETY AND HEALTH**

The right way to do any job is the safe way. Dispatchers are expected to prevent accidents by observing the accident prevention program. Dispatchers do this by:

1. Forming a habit of working safely.
2. Always using personal safety equipment provided.
3. Reporting all dangerous conditions.
4. Reporting all accidents, even minor ones.
5. Suggesting ways to prevent accidents.
6. Telling the new dispatcher about the importance of safety - his/her accident may injure others.
7. Being sure all seat belts are fastened when driving a vehicle on County business.
8. Watching the bulletin board for safety notices.
9. Reporting to work fit and ready for duty.

The County shall provide Dispatchers with Hepatitis inoculations as well as boosters. The County will also provide the Dispatchers with TB testing. The County will notify dispatchers of immunization updates.

## **ARTICLE 22**

### **BUSINESS EXPENSES**

When dispatchers are required to travel on official business by written direction of the Sheriff, the County will pay reasonable amounts for transportation, meals, and lodging as provided by County policy.

A. Dispatchers will be reimbursed for all reasonable and necessary travel expenses when authorized and directly related to the performance of their assigned duties. The County will not reimburse or otherwise pay any expense that violates commonly accepted standards of sound judgment and good taste. All claims with required receipts for travel expenses are to be submitted to the Sheriff for approval within five (5) working days following a trip.

B. Mileage: If available, dispatchers must use a County provided vehicle. If no County provided vehicle is available and a dispatcher uses a personal vehicle, mileage will be reimbursed at the per mile rate set by IRS Publication 453. If a dispatcher drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare.

C. Lodging: Moderate cost lodging should be arranged at the meeting/training site, when possible. Reimbursement will be based on the cost of a single room, plus tax, if available. The actual cost of lodging will be reimbursed and a receipt must be submitted.

D. Meals: A per diem rate for meals is set at a rate of \$51.00 per day.

E. Other Expenses: Necessary business telephone calls at the meeting or training site, parking charges, and/or ground transportation will be reimbursed. Travel advances may be granted if requested and approved in advance by the Sheriff.

## **ARTICLE 23**

### **SENIORITY, LAYOFF AND RECALL**

A. For purposes of this Article, seniority shall be defined as the full-time equivalency of the length of continuous service from the dispatch employee's last date of hire as a dispatcher. A dispatcher's continuous service record (seniority) shall be broken by accepting a regular appointment to a position outside of the bargaining unit, voluntary resignation, discharge, or retirement.

B. If the County determines that it is necessary to reduce the work force, dispatchers shall be selected for lay off based on merit and seniority as defined in Paragraph A of this Article. The factors to be considered in selecting which dispatcher will be laid off include but are not limited to prior performance, productivity, efficiency, qualifications, attitude, attendance, punctuality, and seniority. If the Sheriff or designee determines that general performance and other factors are essentially equal between two (2) or more dispatchers to be affected by the lay off, seniority with the County shall determine which dispatcher or dispatchers will be retained.

C. Probationary dispatchers shall be laid off before any regular dispatchers, except when laid off dispatchers are not available to work in less than full-time positions.

D. Non-probationary dispatchers due to be laid off shall be given written notice of such layoff at least ten (10) working days prior to the effective date. The affected dispatcher shall be responsible to provide a copy of the notice to the Union.

E. The names of regular dispatchers laid off shall be placed on the reemployment list within the department. Qualifications, seniority, and ability to perform the work shall be the determining factors for returning to work. The County will notify all laid-off dispatchers of all dispatcher job vacancies for one (1) year from the date of layoff.

F. Dispatchers who are reemployed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave which was not paid off at the time of their layoff.

## **ARTICLE 24**

### **PROBATIONARY PERIOD**

New-hire probationary dispatchers are at-will dispatchers who may be discharged at any time without application of or recourse to any provisions of this Agreement or any of the provisions of the Personnel Policies. The County shall have no responsibility to prove just cause in the case of actions taken against new-hire probationary dispatchers. The length of the new-hire probationary period shall be twelve (12) months. Such period for dispatchers may be extended up to six (6) additional months.

## **ARTICLE 25**

## PERSONNEL FILE

A. Each dispatcher shall have the right, upon written request, to review the material in his/her own personnel file, wherever a file is maintained, during non-duty hours.

B. A representative chosen by the dispatcher may, at the dispatcher's request, accompany the dispatcher in this review.

C. All material in the file must be dated and signed by the source of the material. The dispatcher will be provided with a copy of items placed in his/her personnel file. Any material will be initialed by the dispatcher before placing in the file. If the dispatcher refuses, the County will notify the dispatcher and the Union that the material will be placed in the dispatcher's file. Within thirty (30) days, the dispatcher has a right to attach a written response to any item placed in his/her file. Dispatchers working day shift can make arrangements with the Sheriff to view their files at reasonable hours before or after their regularly scheduled shift.

D. A dispatcher will, in written request to the County, receive copies of all materials in his/her personnel file limited to once per year.

E. Commendations shall be placed into the personnel file and a copy presented to the dispatcher.

F. A dispatcher who has received a written reprimand or had written documentation of verbal reprimand placed in his/her file may make a written request to Churchill County to have the documentation placed in a sealed envelope within his/her personnel file when there have been no other disciplinary actions against the dispatcher within thirty-six (36) months of said reprimand.

1. After the expiration of the retention period set forth above, a dispatcher may request in writing that the written reprimand be removed from their personnel file. The County shall remove the written reprimand from the dispatcher's personnel file upon the dispatcher's written request if the dispatcher has:

- a. No record of previous infractions and/or no pattern of violating standards,
- b. Met the County's expected standards during the retention period, and
- c. Received no subsequent disciplinary action during the applicable retention period.

2. A dispatcher shall not be entitled to have the written reprimand removed from their personnel file if they do not meet the County's expected standards, have subsequent disciplinary action during the applicable retention period, and/or if the disciplinary action was taken because the dispatcher's conduct is considered a breach of ethics, workplace violence, and/or illegal harassment.

3. The County may retain records beyond the retention periods with a written explanation of the purpose for retaining the records.

4. A written reprimand removed pursuant to this section shall be sealed, together with any related materials included in the dispatcher's personnel file, and shall have no further effect, save and except that said written reprimand may be reopened and used in any subsequent discharge proceedings against the dispatcher or in any litigation arising there from or in any litigation arising out of the events giving rise to the written reprimand or any litigation respecting the actions or conduct of the dispatcher during his/her employment by the County.

## ARTICLE 26

### EDUCATION REIMBURSEMENT AND/OR ADVANCE

A. It is the policy of the County Board to achieve a more productive and professional County work force and, to attain that goal, the County will reimburse or advance dispatchers for the cost of tuition fees, lab fees and textbooks for approved education and training courses pursuant to the guidelines set forth in this section. Funds for this benefit will be provided by the County Board to the extent it determines reasonable each year. Such funds will be placed in a single account accessible to all County employees.

B. To be eligible for reimbursement or advance, the dispatcher must:

1. Be employed by the County in a regular, part-time or full-time position (scheduled to work no less than thirty (30) hours per week) for not less than six months on the beginning date of the course for which reimbursement or advance is requestd.
2. Have received a satisfactory or better evaluation on the most recent performance review.
3. Submit the request for approval of reimbursement or advance at least one week prior to the beginning of the course or submit the request for the advance at least two weeks prior to the beginning of the course. A dispatcher may not receive reimbursement and/or advance for more than \$750.00 combined in any twelve (12) consecutive month period.
4. Course must be a credit course provided by an accredited college or university, or be an approved adult basic educaiton class. Courses offered through the University of Nevada, Reno as Extended Study courses qualify under this policy, provided they are relevant to the dispatcher's employment and are approved by the Sheriff

C. Requests for reimbursement and/or advance shall be submitted to the Sheriff for review and comment as to the relevance to the dispatcher's employment with the County. If the course work falls into the category of general education, as contrasted with training for the dispatcher's current assignment, it shall be forwarded to the Sheriff for consideration. The Sheriff shall consider the requests in the order of receipts. Requests which in the judgment of the Sheriff will assist the dispatcher in development career related to employment with the County shall be approved if funds are available, the dispatcher meets the eligibility criteria, and the Sheriff determines the course meets the criteria outlined above.

D. Dispatchers will be reimbursed by the County following submission of proof of successful completion of the course with a grade of "C" or "pass" or better. The dispatcher must submit copies of paid receipts for the course fees, lab fees and textbooks with the proof of successful completion of the course, Extended Study courses require proof that the dispatcher attended and successfully completed the course.

E. Dispatchers who receive an advance will be required to enter into an agreement to repay the County for the advance if any of the following Repayment Events occur.

1. Dispatcher fails to complete the class.
2. Dispatcher fails to submit proof of successful completion of the course. Extended Study courses require proof that the dispatcher attended and successfully

completed the course.

3. Dispatcher fails to submit copies of paid receipts for the course fees and textbooks with the proof of successful completion of the course.
4. Dispatcher's employment with County ceases at any time for any reason (voluntary or involuntary) during the course, or within six months after completion of the course.
5. Repayment is due immediately and in full upon the occurrence of a Repayment Event.

F. Courses taken under this program shall be taken on the dispatcher's own time. If said schooling would require any adjustment in the regularly scheduled work week, the adjustment must be approved by the Sheriff prior to the approval of the educational reimbursement.

G. In an effort to encourage the further pursuit of education while employed with the County, any full-time regular dispatcher who has been in the employ of the County for at least one year who attains a post-secondary (collegiate) degree shall be eligible to receive, as an educational incentive on a one-time basis, the following bonus as a recognition of their achievement.

<u>Degree</u>	<u>Bonus</u>
Associates Degree	\$250.00
Bachelors or higher (BA BS +)	\$400.00
30 Credits	\$150.00

Upon successful completion of a course of study resulting in the conferring of a post-secondary degree as noted above from an accredited institution, the dispatcher shall present an original or a certified facsimile of the diploma to the Sheriff. The Sheriff shall then submit a copy of the diploma for inclusion in the dispatcher's personnel file along with a request for payment of the one-time bonus in the amount noted above.

## ARTICLE 27

### SCOPE OF AGREEMENT AND SAVINGS CLAUSE

A. This Agreement is the entire agreement of the parties, other than those portions of public employment agreements that are expressly provided for or excluded by State statute, and terminates all prior arrangements and practices and concludes all negotiations, except as provided in paragraph B below, during the term of this Agreement.

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 28



**CHURCHILL COUNTY**  
Dispatcher Wage Tables  
Appendix A

**Year 1 - Fiscal Year 13/14**

Dispatcher Association

STEP=

	1	2	3	4	5	6	7	8	9	10	11	12	13
Hourly	18.15	18.61	19.07	19.55	20.04	20.54	21.05	21.58	22.12	22.67	23.24	23.82	24.41
Monthly	3,146.43	3,225.09	3,305.72	3,388.36	3,473.07	3,559.90	3,648.89	3,740.12	3,833.62	3,929.46	4,027.70	4,128.39	4,231.60
Bi-Weekly	1,452.20	1,488.50	1,525.72	1,563.86	1,602.95	1,643.03	1,684.10	1,726.21	1,769.36	1,813.60	1,858.94	1,905.41	1,953.04
Annual	37,757.15	38,701.08	39,668.60	40,660.32	41,676.83	42,718.75	43,786.72	44,881.38	46,003.42	47,153.50	48,332.34	49,540.65	50,779.17

Effective July 1, 2013 - Includes 3.0% increase over 7-01-12 wages and -1.0% PERS adjustment  
-1.00% PERS Adjustment  
3.00% Increase

**Year 2 - Fiscal Year 14/15**

2.00% Effective July 1, 2014 - Includes 2.0% increase over 7-01-13 wages

STEP=

	1	2	3	4	5	6	7	8	9	10	11	12	13
Hourly	18.52	18.98	19.45	19.94	20.44	20.95	21.47	22.01	22.56	23.12	23.70	24.29	24.90
Monthly	3,209.36	3,289.59	3,371.83	3,456.13	3,542.53	3,631.09	3,721.87	3,814.92	3,910.29	4,008.05	4,108.25	4,210.96	4,316.23
Bi-Weekly	1,481.24	1,518.27	1,556.23	1,595.14	1,635.01	1,675.89	1,717.79	1,760.73	1,804.75	1,849.87	1,896.11	1,943.52	1,992.11
Annual	38,512.29	39,475.10	40,461.98	41,473.53	42,510.36	43,573.12	44,662.45	45,779.01	46,923.49	48,096.57	49,298.99	50,531.46	51,794.75

**Year 3 - Fiscal Year 15/16**

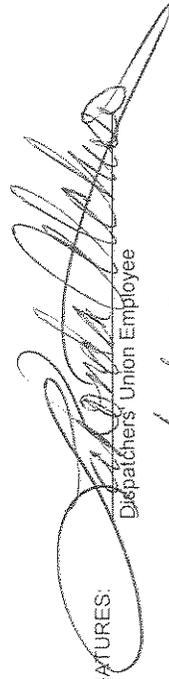
2.50% Effective July 1, 2015 - Includes 2.5% increase over 7-01-14 wages

(Does not include any PERS adjustment that may apply.)

STEP=

	1	2	3	4	5	6	7	8	9	10	11	12	13
Hourly	18.98	19.45	19.94	20.44	20.95	21.47	22.01	22.56	23.12	23.70	24.29	24.90	25.52
Monthly	3,289.59	3,371.83	3,456.13	3,542.53	3,631.09	3,721.87	3,814.92	3,910.29	4,008.05	4,108.25	4,210.96	4,316.23	4,424.13
Bi-Weekly	1,518.27	1,556.23	1,595.14	1,635.01	1,675.89	1,717.79	1,760.73	1,804.75	1,849.87	1,896.11	1,943.52	1,992.11	2,041.91
Annual	39,475.10	40,461.98	41,473.53	42,510.36	43,573.12	44,662.45	45,779.01	46,923.49	48,096.57	49,298.99	50,531.46	51,794.75	53,089.62

SIGNATURES:

  
Dispatchers' Union Employee

  
Chair, Board of Commissioners

4-4-13

4/4/13

Date

Date

Effective 7/1/13