

**Churchill County  
Agenda Report**

**Date Submitted:** November 5, 2015

**Agenda Date Requested:** November 18, 2015

**Time Requested:** 5 Minutes (Appt.)

**To:** Board of Churchill County Commissioners

**From:** Geof Stark

**Subject Title:** Consideration and Possible Action Re: Approval of Memorandum of Understanding (MOU) with Churchill County Sheriff's Deputies Association – Sergeants' Unit

**Type of Action Requested:** (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

**Does this action require a Business Impact Statement?** ( ) Yes (X) No

**Recommended Board Action:** I MOVE THAT THE COUNTY APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE SERGEANT'S UNIT OF THE CHURCHILL COUNTY SHERIFF'S DEPUTIES ASSOCIATION, MODIFYING LANGUAGE CONCERNING ADVANCES.

**Discussion:**

Earlier this year, Churchill County management and the Churchill County Sheriff's Deputies Association (the Association) ratified a new three-year agreement. Agreements were reached with both the Deputies' Unit and the Sergeants' Unit. One of the items agreed to in both agreements was modification to the limitations on how often an employee could request an advance to purchase body armor and firearms. The agreement reached during negotiations stipulated that employees could only have one advance in place at a time, replacing language that limited said advances to specific time periods (like every five years).

This change was made in the agreement for the Deputies' Unit. It appears, however, that despite multiple reviews of the edits, the removal of the specific time periods did not occur in the agreement for the Sergeants' Unit. This was brought to the county's attention by the Association and the county seeks to rectify the issue through a Memorandum of Understanding (MOU). As the commissioners will note, the MOU stipulates the correct language that is to be in the contract.

The Association is satisfied that the MOU will address the issue and staff will make the necessary changes in the contract language the next time negotiations take place. Legal counsel has reviewed the MOU and is satisfied with the language and agrees this is a reasonable solution to the oversight.

**Fiscal Impact:** \$0.00

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**Explanation of Impact:** Any impact which may have been caused by this change was included when the agreement was signed in April of 2015.

**Funding Source:** N/A

**Alternatives:**

**Prepared By:** Geof Stark *Geof Stark* Date: November 5, 2015  
(Email: [gdstark@churchillcounty.org](mailto:gdstark@churchillcounty.org), Telephone: 428-1311)

**Reviewed By:** *Eleanor Lockwood* Date: 11/4/2015  
(Eleanor Lockwood, County Manager)

*B. D. ...* Date: 11/5/15  
(District Attorney, as to legality and form only)

*Alan Kalt* Date: 11/16/15  
(Alan Kalt, Comptroller)

\_\_\_\_\_  
(Other) Date: \_\_\_\_\_

**Board Action Taken:**

Motion: Approved

*Samela Moore*

\_\_\_\_\_  
(Vote Recorded By)

- |                           |         |
|---------------------------|---------|
| 1) <u>Harry Scharmann</u> | Aye/Nay |
| 2) <u>Carl Erquiaga</u>   | X _____ |
|                           | X _____ |
|                           | X _____ |

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**MEMORANDUM OF UNDERSTANDING**  
**LIMITS ON ADVANCES FOR SERGEANTS**

1. This Memorandum of Understanding (MOU) between Churchill County (County) and the Churchill County Sheriff's Deputies Association – Sergeants' Unit (Association) addresses the limitations on advances for body armor, firearms, computers, etc. for Fiscal Years (FYs) 2016 through 2018. The effective date of this MOU is July 1, 2015 through June 30, 2018.

2. Article 4, Paragraph H, of the Collective Bargaining Agreement (CBA), indicates Sergeants are limited to one advance for the purchase of Body Armor every five years. During negotiations for the current CBA, it was agreed that this time limit should be removed. The correct language for Paragraph H is as follows:

H. Body Armor. The County will advance up to One Thousand Dollars (\$1,000.00) ~~once every five years~~ to reimburse employees for the cost of purchasing body armor that they intend to wear while on duty. The amount advanced by the County will be deducted in equal installments, without interest, from the employee's paychecks over the 18 months following the advance of funds by the County. If the employee is terminated from employment for any reason before the full amount of the advance is repaid, then the unpaid balance shall be deducted from the employee's last pay check. The County may establish policies to effectuate this reimbursement plan. Once the employee has repaid the full amount of the advance to the County, s/he shall be immediately eligible to apply for a new advance of funds (i.e. Body Armor, Firearms, Computer, etc.). Employees will only be eligible for one advance at a time.

3. Article 4, Paragraph I, of the Collective Bargaining Agreement (CBA), indicates Sergeants are limited to one advance for the purchase of Firearms and accessories every three years. During negotiations for the current CBA, it was agreed that this time limit should be removed. The correct language for Paragraph I is as follows:

I. Firearms. The County will advance up to One Thousand, Five Hundred Dollars (\$1,500.00) ~~every three years~~ to reimburse employees for the cost of purchasing any weapon and/or related accessory that is approved for use by the Sheriff's Office. The amount advanced by the County will be deducted in equal installments, without interest, from the employee's paychecks over the 18 months following the advance of funds by the County. The amount advanced will be similar to the Body Armor program, where the County advances the whole amount first and then the deductions will take place. The employee must present receipts to the Comptroller's Office within thirty (30) calendar days after the advance as proof of the purchase of the weapon and/or accessory. Failure to present the receipt within thirty (30) calendar days will result in the County deducting the loan amount from the employee's next scheduled paycheck. If the employee is terminated from employment for any reason before the full amount of the advance is repaid, then the unpaid balance shall be deducted from the employee's last pay check. The County may establish policies to effectuate this reimbursement plan. Once the employee has repaid the full amount of the advance to the County, s/he shall be immediately eligible to apply for a new advance of funds (i.e. Body Armor, Firearms, Computer, etc.). Employees will only be eligible for one advance (i.e. Body Armor, Firearms, Computer, etc.) at a time.

The County and the Union have caused this MOU to be duly executed by their authorized representatives on the dates set forth below.

Churchill County

Churchill County Sheriff Deputies Assn.  
(Sergeants' Unit)

  
\_\_\_\_\_  
Pete Olsen, Chair, County Commissioners      Date      11/17/15

  
\_\_\_\_\_  
Paul Loop, Investigator      Date      13 Nov 15