

A G R E E M E N T

BETWEEN

CITY OF ELKO

AND THE ELKO POLICE OFFICERS PROTECTIVE NEVADA ASSOCIATION  
OF PUBLIC SAFETY OFFICER  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 9110

JULY 1, 2014 THROUGH JUNE 30, 2016

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ARTICLE 1

PREAMBLE

This Agreement is entered into between the City of Elko, Elko, Nevada, hereinafter referred to as the "City" and the Elko Police Officers Protective Association, **NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 9110** hereinafter referred to as the "Association". Members of the bargaining unit, employed by the City are covered by this Agreement and are hereinafter referred to as "employees".

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 as set forth in this Agreement.

It is recognized by both the City and Association and the employees that the City is engaged in rendering public services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services.

All employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

ARTICLE 2

RECOGNITION AND APPLICATION

- A. The City and the Association recognize that Nevada Revised Statutes ("NRS") §288.140(3) provides that a law enforcement officer may be a member of an employee organization only if such employee organization is composed exclusively of law enforcement officers.
- B. Accordingly, the City for purposes of this Agreement only recognizes the Association as the collective bargaining agent to negotiate over those mandatory subjects of bargaining, as defined in NRS 288.150(2), set forth in this Agreement for those employees employed in the bargaining unit, regardless of assignment, consisting of the following classifications:
- Sergeant
  - Corporal
  - Patrol IV (Effective 07-01-2006)
  - Patrol III
  - Patrol II
  - Patrol I

ARTICLE 3

STRIKES AND LOCKOUTS

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

ARTICLE 4  
MANAGEMENT RIGHTS

A. The City and the Association agree that the City possesses the sole right to operate the City and all management rights remain with the City. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the City and therefore not within the scope of mandatory bargaining. It is expressly recognized that these rights include but are not limited to:

1. The right to hire, direct, assign or transfer an employee; provided, that except as set forth in this Agreement, this right to assign or transfer an employee shall not be exercised as a form of discipline.

2. The right to reduce in force or lay off any employee because of lack of work, lack of funds, or for any other legitimate reason; provided however that such right shall be exercised consistent with Article 30, "Lay Off Procedure" of this Agreement.

3. The right to determine:

(a) Appropriate staffing levels and work performance standards, except for safety standards, which are unsafe or unhealthy beyond the normal hazards inherent in the positions covered by this agreement;

(b) The content of the workday, including without limitation, workload factors, except

for safety considerations which are unsafe or unhealthy beyond the normal hazards inherent in the positions covered by this agreement;

(c) The quality and quantity of services to be offered to the public; and

(d) The means and methods of offering those services.

4. The right to determine the safety of the public.

B. The scope of mandatory bargaining is limited to:

1. Salary or wage rates or other forms of direct monetary compensation.
2. Sick leave.
3. Vacation leave.
4. Holidays.
5. Other paid or nonpaid leaves of absence.
6. Insurance benefits.
7. Total hours of work required of an employee on each workday or workweek.
8. Total number of days' work required of an employee in a work year.
9. Discharge and disciplinary procedures.
10. Recognition clause.
11. The method used to classify employees in the bargaining unit.
12. Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of Chapter 288 of NRS.
13. No strike provisions consistent with the provisions of Chapter 288 of NRS.

14. Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of this Agreement.
15. General savings clause.
16. Duration of the Agreement.
17. Safety of the employee.
18. Procedures for reduction in work force.
19. Association dues deduction.
20. Any amendments to those items in Chapter 288 of NRS.

C. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288.010 et seq., the City 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.

D. The provisions of NRS 288.010, et seq. including without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 5

HOURS OF WORK

- A. The regular workday shall consist of scheduled work hours per day and the regular pay cycle shall consist of not more than eighty-four (84) hours per pay period. The workweek shall commence at 0001 Sunday and end 2359 Saturday. Except as provided in paragraph B., below, employees who work in excess of their scheduled work hours per day or eighty four (84) hours per pay period shall be paid one and one-half (1½) times their straight-time hourly rate for all hours so worked. For the purposes of overtime (1½ time) calculations, "straight-time hourly rate" shall include Shift Differential and Special Assignment Pay.
- B. Unless otherwise determined by the City in good faith, the work schedules for Patrol Sergeants, Patrol Corporals, and Patrol Officers shall be twelve (12) hour days. Employees who are assigned to such work schedule and who work in excess of their scheduled work hours per day or per ten (10) day work cycle shall be paid one and one-half (1½) times their straight-time hourly rate for all hours so worked. For the purposes of overtime (1½ time) calculations, "straight-time hourly rate" shall include Shift Differential and Special Assignment Pay. The City and the Association agree that the City may claim a "7(K)" (29 USC Section 207(K)) partial overtime exemption pursuant to the Fair Labor Standards Act (FLSA). Therefore, effective July 1, 2014, the City's designated work period for the purposes of calculating FLSA Overtime shall be 168 hours in a twenty-eight (28) day period. The adoption of the "7(K)" partial overtime exemption does not modify the overtime provisions contained in Sections A. and B. of this Article.

- C. Unless otherwise determined by the City in good faith, the work schedules for Detective Sergeants and Detectives shall be four (4) 10 hour work days. The workweek shall commence at 00.01 on the first scheduled workday and end 23.59 on the seventh day. Detective Sergeants, Detectives and Community Service Officers who are required to work on a scheduled holiday will receive 1½ times the base hourly rate of pay for all hours worked plus their scheduled work hours. Detective Sergeants and Detectives who are on their scheduled day off on a holiday will receive another paid day off for that holiday in succession with the regular scheduled days off.
- D. Those officers assigned to special assignment duties as ECNU, NDI or JTF may work hours other than those of patrol or detectives upon the needs of that specialty assignment. The commanders of those units are allowed the latitude to "flex" hours as needed not to exceed 40 hours per week or 80 hours pay period while allowing officers to work four (4) 10-hour days or five (5) 8-hour days; as well as varying the hours during the day to be worked (i.e. days, swing, graves, or a combination of shift hours during the course of a continuous 8-hour day).
- E. Modifications to the work schedule will be discussed with the Association, prior to implementing the change.

ARTICLE 6

NON-DISCRIMINATION

- A. The City and the Association will continue their policy not to interfere with, or discriminate against, any employee because of membership or non-membership in the Association, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 et seq.
- B. The Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- C. The provisions of the Agreement shall be applied to all employees in the bargaining unit without any discrimination consistent with federal and Nevada law as to age, sex, sexual orientation, marital status, race, color, religion, national origin. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.
- D. The use of the masculine pronoun with respect to employees shall refer to both male and female employees.

ARTICLE 7

ANNUAL LEAVE

- A. Definitions: The term "Continuous Service" shall be that service commencing with appointment to a position with the City and continuing until resignation or termination. The term "Actual Service" shall mean the number of days actually worked on the job; provided however, that employees absent from work because of sickness for which sick leave is paid, annual leave with pay, injury or illness incurred in the City service or temporary military duty shall be deemed actual service. The term "day" is defined as the number of hours a represented employee normally is assigned to work on a regularly scheduled workday.
- B. Qualifying Period: New hire probationary employees shall not accrue annual leave until after s/he has been employed six (6) full months of continuous regular employment. At the completion of six (6) full months of continuous service, an employee will be credited with 63 hours annual leave. Time off within the first six months is without pay.
- C. A regular, full time employee will be granted annual leave benefits as follows:
- From 7-60 months continuous service: 10.5 hours per month of actual service to a maximum accumulation of 168 hours.
  - 61 - 180 months continuous service: 14.7 hours per month of actual service to a maximum accumulation of 252 hours.
  - 181 or more months continuous service: 14.7 hours per month of actual service to a maximum accumulation of 294 hours.
- D. Annual leave may not be accumulated above the maximum. Seasonal, part-time or intermittent employees are ineligible for annual leave benefits. Employees with scheduled annual leave who are unable to take their leave due to cancellation by the Chief

because of scheduling needs or due to a subpoena to testify in court shall be entitled to straight time pay or compensatory time, at the employee's discretion, equal to the amount of annual leave which would be lost because of the maximum accumulation of leave set forth herein. Employees requesting such compensation shall make an application therefore within ten (10) days of the canceled annual leave to the Chief of Police.

- E. Approval of Annual Leave: Choice of annual leave dates shall be granted whenever practical, but the operation requirements of the City as determined by the Chief of Police, shall prevail. Except as provided above, when more than one employees, on the same day, request the same vacation schedule than can be spared, preference will be granted based on seniority in classification. An employee shall submit written notice of his/her annual leave request no later than ten (10) calendar days before the employee wishes to take the vacation time. If the request is submitted less than ten (10) days in advance, it may not be approved.
- F. Resignation and/or Retirement: A person who retires under the provisions of the State Retirement Act or who is to be laid off or terminates his employment and who has accumulated annual leave, shall be granted a lump sum payment less appropriate deductions for annual leave for the time so earned not to exceed the maximum accruable for his years of actual service.
- G. Death of Employee: Upon the death of a person employed by the City, a lump sum payment for annual leave and accumulated compensatory time, less appropriate deductions and to the maximum accruable time, will be paid to the employee's beneficiaries or estate, upon receipt of proof of death from the beneficiary(ies).

ARTICLE 8

LEAVE FOR WORK RELATED INJURY

Absence due to employment-connected temporary disability:

- A. The following shall define this article regarding sick leave in conjunction with the City's worker's compensation carrier. All City employees are covered under worker's compensation for injuries incurred while on duty.
- B. Employees suffering on-the-job injuries, where the potential for a worker's compensation claim exists, must file a C-1 claim form within six (6) days of such accident. This is in addition to any other form required as a result of such injury. The employee will be solely responsible to complete the required form, except for incapacity; then the department head shall be responsible. Failure to complete this form within six (6) days of the injury may jeopardize said claim.
- C. All employees shall immediately report to their supervisor any injury sustained by them or by others as a result of performance of their duties as a City employee.
- D. In the event an employee's worker's compensation claim is accepted and s/he remains absent due to a non-self-inflicted employment related injury or disability which is not a result of negligence on the part of the injured officer, the employee shall remain in a full pay status for a maximum of sixty-two (62) shifts (per incident) from the date of injury without accumulated sick leave and or annual leave being charged.  
If the injury is from the use of a deadly weapon, the employee shall remain in full pay status for a maximum of one hundred twenty five (125) shifts (per incident) from the date of injury without the accumulated sick leave and/or annual leave being charged. All compensation received from the worker's compensation carrier shall be turned over to the city finance office upon receipt. A deadly weapon is defined as any

instrument used in a manner which is likely to cause death or serious bodily injury.

- E. In the event an employee is absent due to any other type of employment related injury or disability, the employee may use accumulated sick leave and annual leave or comp time to draw full pay while absent from work. Such payments from the City shall not extend beyond an employee's accumulated sick leave and annual leave. If the injured employee receives compensation from the worker's compensation carrier, s/he shall turn over to the City the compensation received, while simultaneously receiving sick leave or annual leave benefits from the City. After the employee exhausts his accrued sick and annual leave, said employee will retain any further worker's compensation benefits. The employee's sick leave and annual leave will be deducted at one-third times while receiving both City and workers compensation benefits. If worker's compensation benefits are rejected, accrued sick leave, annual leave or comp time will be deducted at straight time.
- F. If as a result of a licensed health care provider's evaluation and prognosis, it appears that the employee will not be able to return to work in their regular job, the city may require a medical separation. The city may also, at its discretion, place the employee in another open position within the city that the employee qualifies for.
- G. In the event that the City establishes through an appropriate investigation that an employee is abusing the provisions of this section, the employee will be subject to discipline up to and including termination.
- H. Nothing in this Article shall prohibit the City from placing an injured employee on transitional duty when it is appropriate. Employees who desire transitional duty must make a request to the Police Chief.
- I. If transitional duty is available and it is approved, the schedule shall

be five (5) days on duty followed by two (2) days off duty. Unless otherwise agreed upon, Employees on transitional duty shall have weekends and holidays off.

ARTICLE 9

RETIREMENT

- A. The retirement rights of the employees shall be the same as those provided by Chapter 286 of the Nevada Revised Statutes ("Public Employees' Retirement Act"). This Agreement shall be interpreted consistent with the provisions and requirements of the Public Employees' Retirement Act. In the event of any inconsistency, the terms of the Public Employees' Retirement Act shall govern.
- B. Pursuant to the Public Employees' Retirement Act, the Public Employees' Retirement System ("PERS"), by and through its board, arranges for actuarial valuations and reports on the soundness of the system and establishes the required contribution rate.
- C. Pursuant to NRS 286.421.3, employees' salaries must be adjusted to reflect employees' portion of the contributions by either reducing employees' salary, or in lieu of an equivalent salary or cost-of-living increase. The City of Elko and City employees are each responsible for equal dollar amounts of the contributions.
- D. If the contribution rate increases or decreases in the future, employees' salaries shall be adjusted as required pursuant to NRS 286.421.3. If the contribution rate decreases, then the employees' salaries shall be increased by their one-half share of the contribution decrease. If the contribution rate increases, then employees' salaries shall be reduced by the employees' one-half share of the contribution increase.
- E. An employee about to retire is required to provide the City a minimum of 90 calendar days advance written notice in order to allow the City sufficient lead time in hiring a successor. Exceptions may be granted upon written request by the retiring employee through the Chief of Police to the City Manager.

ARTICLE 10  
PAY RESOLUTIONS

- A. Pay Periods: The pay periods and dates of payment shall be established by the City.
- B. Initial Appointment: With the exception of the Patrol II, Patrol III, and Patrol IV classifications, all employees will be appointed and/or promoted at the probationary rates outlined in Exhibit A, as may be adjusted in accordance with Article 25.
- C. Promotions: When an employee is promoted to the position of Corporal or Sergeant, s/he shall receive four (4) percent less than the full salary of classification. Upon satisfactory completion of six (6) full months of the twelve (12) month probationary period, s/he shall receive the full rate for the classification. However, the employee shall be subject to the full twelve (12) month probationary period.
- D. Demotions: When an employee is demoted to a lower position class, the pay rate shall be the highest rate for that classification. The Chief of Police, with the approval of the City Manager, may demote an employee to a lesser-paid salary classification upon failure of the employee to maintain a standard of work set forth in the job classification description. The employee may again be raised by the Chief of Police, with the approval of the City Manager, to a salary not to exceed that from which he/she was reduced.
- E. Full Time Service: For the purpose of determining eligibility for probationary period salary increases, promotion and accrual of benefits, the term "full-time service" shall mean the number of days actually worked on the job, including absences with pay. Leaves of absence without pay, including military leave to the

extent permitted by applicable federal and/or Nevada law, shall not be credited as full time (NRS 284.359).

F. Compensatory Time: Compensatory time will not exceed 80 hours.

In the event that scheduling of annual leave and compensatory leave create inadequate manning, annual leave requests will take precedence. Employees shall be allowed to schedule times of their choice whenever practicable, provided the manpower needs of the department can be met as determined by the Chief of Police or his designee.

G. Compensatory Time Cash-out: An employee may cash out up to 40 hours of compensatory time on the second pay period in December. The compensatory time will be paid out at the employee's regular hourly rate of pay.

1. Employees who have used four (4) days of sick leave or less during the previous year ending May 30 will be eligible to cash out an additional forty (40) hours of accrued compensatory time on the second pay period in June. The compensatory time will be paid out at the employee's regular hourly rate of pay

ARTICLE 11

PERFORMANCE EVALUATIONS AND PROBATIONARY EMPLOYEES

- A. Performance evaluations will be conducted for newly hired employees and employees promoted to a higher classification every month during the first twelve months employment in the classification. These monthly evaluations will be on an abbreviated evaluation form approved by the Police Chief or his/her designee. Performance evaluations for all other employees are conducted on the employee's anniversary date.
- B. Employees promoted into the classifications of Corporal or Sergeant shall serve a twelve (12) month probationary period. A salary increase in the amount to equal the full rate for the position of Corporal or Sergeant where applicable shall be granted to employees promoted into the classifications of Corporal or Sergeant after six (6) months full-time service in the position.
- The probationary period for newly hired employees will commence from the date of hire, and will be for twelve (12) months. The probationary period for new hires may be extended up to a period of six (6) months, based on the recommendation of the Police Chief or his designee. Upon successful completion of the POST Academy, and the successful completion of the FTO Program, the probationary employee shall be granted a salary increase to equal the full rate of his/her position
- C. Lateral Pay: An employee who is hired with two (2) through four (4) years of current non-federal, POST certified law enforcement experience, shall start at Patrol II and be granted service credit for future advancement pursuant to Article 34. An employee who is hired with five (5) or more years of current non-federal, POST certified law enforcement experience, shall start at Patrol III

and be granted service credit for future advancement pursuant to Article 34.

ARTICLE 12

ASSIGNMENT TO HIGHER CLASSIFICATION

- A. An employee temporarily assigned to work in a higher classification, as shift supervisor shall receive an additional five (5) percent of his/her current rate of pay for each full shift worked.
- B. Employees shall not be removed from a temporary assignment for the purpose of avoiding payment of the above premium.

ARTICLE 13

PHYSICAL EXAMS

- A. The City will pay for the physical exams required by N.R.S. 617.457 or any other Nevada State law. The City may designate the physician(s) with whom employees are to schedule said annual physicals, consistent with the "Preferred Provider" agreement of the City's current insurance carrier. Should the City not specify the physician (s), the employee shall select the physician of his/her choice. Should an employee elect another physician other than the one specified by the City, the City shall reimburse the employee for the expenses, which would have been incurred with the designated physician. Any additional cost shall be the responsibility of the employee.
- B. Physical examinations shall be done annually in accordance with all Nevada laws. The examinations shall be specified by the Chief of Police and shall be scheduled by the employee. The employee will schedule his/her annual physical as close as practical to his/her date of birth.
- C. Physical examinations shall include those tests, which are in accordance with Nevada law and current accepted medical standards. Physical examinations shall be complete, irrespective of employee gender and shall include those tests, which are medically indicated, and routine for each gender.
- D. When there is a question of fitness for duty as a result of a required annual physical, the city shall pay for one additional diagnostic test deemed necessary by the physician to confirm or dispel a fitness for duty issue indicated as a result of an employee's annual physical exam. The City shall not pay for any

additional testing for diagnosis or treatment of any health problem as a result of the physical.

ARTICLE 14

SAFETY PROCEDURE

AND SAFETY EQUIPMENT AND CLOTHING

- A. It is in the best interests of the Association, the employees covered by this Agreement, and the City that suggestions for improving and encouraging safety in police department operations be seriously considered. In this context, the Association shall appoint a Safety Committee which may submit safety recommendations to the Chief of Police and City Manager. Upon receipt of the Association's recommendation and/or report, the Chief of Police and the City Manager will within ten (10) calendar days acknowledge receipt of the report/recommendation and shall respond in writing within thirty (30) calendar days to the Association addressing those matters contained in the Association's recommendation and/or report.
- B. All equipment shall meet the requirements provided by Nevada or federal OSHA.
- C. The City shall provide, for each employee covered by this Agreement, the following items:
1. Portable hand held radio and provide maintenance for such radio at no cost to the employee.
  2. Portable hand held radio microphones.  
NOTE: It is understood between the parties that this provision is not retroactive.
  3. Bullet proof vest made by a name brand manufacturer.
  4. Bullet proof vest will be replaced according to the manufacturers recommendation and will conform to all NIJ specifications.

ARTICLE 15

CALL OUT TIME

- A. Any work required of an employee on a day when no work is scheduled for the employee or which is not contiguous with the employee's scheduled work hours shall be a call out and shall be at least two (2) hours' duration. Work required contiguously with the employee's scheduled work hours shall not be a call out.

ARTICLE 16

SAVINGS CLAUSE

- A. This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations, except as provided in paragraph B below, during the term of this Agreement. The City shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement; the Association may request discussions if it so desires.
- B. Should any provisions of this Agreement be found to be in contravention of any Federal or State Law, or the Elko City Charter, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect until otherwise canceled or amended. The parties hereto agree to renegotiate any provision found to be in contravention of any Federal or State Law, or Elko City Charter.

ARTICLE 17

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 1st day of July, 2014, and shall remain in full force and effect until June 30, 2016. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1st of any year thereafter that it desires to modify and/or terminate the Agreement.
- B. Either party wishing to modify and/or terminate this Agreement shall notify the other party, in writing on or before February 1, 2016.

ARTICLE 18

GRIEVANCE PROCEDURE

- A. **POLICY:** The procedure set forth below shall be followed in respect to any suspension without pay, demotion, reduction in pay for disciplinary proposes, or disciplinary termination of a regular employee covered by this Agreement or dispute between the City and the Association over the interpretation or application of a specific aspect of this Agreement. It is agreed that the City has the right to discipline or discharge employees for just cause. Probationary employees may be discharged during the probationary period as exclusively determined by management. Employees serving a probationary period as a result of a promotion can be demoted to the prior-held position at the exclusive discretion of management and are not subject to this grievance procedure.
- B. **DISCIPLINE GRIEVANCE PROCEDURE:** The procedures set forth in Section B shall be applicable to all disciplinary grievances subject to grievance under the policy statement above.
1. All material in an employee's file must be dated and signed by the source of the material.
  2. No anonymous letters or materials shall be placed in the employee's personnel file. Employees may make arrangements with the Human Resources Manager to view their files between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.
  3. The City in arbitration proceedings will not make use of any personnel records or previous disciplinary action against the employee involved where the disciplinary action occurred three (3) or more years prior to the event which is the subject of such arbitration.

4. An oral reprimand shall be documented on the City of Elko Oral Disciplinary Action Form (Exhibit G), and be placed in an employee's personnel file and shall be invalidated and removed after twelve (12) consecutive months from the date of issuance. Invalidated Oral Disciplinary Reprimands may not be used in future disciplinary actions.
5. No regular employee shall be discharged except for just cause, which can be subject to the grievance procedure. It is understood by and between the City and the Association that this Article does not affect the City's right to eliminate positions because of layoffs or reduction in force.
6. **Written Notice.** Written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Such notice shall include a statement of the reason(s) for the intended action, the intended actions being considered, and the effective date of the intended action.
7. **Employee Review.** The Employee shall be given an opportunity to review the documents, if any, upon which the intended disciplinary action is based. A copy of said documents shall be given the employee with the notice of the intended disciplinary actions.
  - Step 1: A. **Employee Response.** Within Fifteen (15) working days after notice of the intended action has been given to the employee, either through personal delivery or mailing as provided here above, the

employee shall have the right to respond, orally or in writing, to the Police official initially imposing the intended action. A copy of such response shall also be delivered to the Chief of Police, or designee.

B. **Relief of Duty.** Notwithstanding the provisions of this Article, the Chief of Police, or designee, for good cause may approve the temporary assignment of an employee to a status of leave with pay pending completion of such investigation(s) as may be required to determine if disciplinary action is to be taken.

Step 2: **City Response.** After review of the employee's response, if any, the Police official initially imposing the intended disciplinary action and/or the Chief of Police, or designee, shall notify the employee in writing of any action to be taken within fifteen (15) working days.

Step 3: A. **Appeal.** Regular employees may appeal disciplinary actions, including suspensions without pay of any duration. If the employee wishes to appeal the disciplinary action, s/he shall file a written request with the Chief of Police, or designee, within ten (10) working days of the imposition of the discipline. The appeal shall be heard by an arbitrator who shall issue a final and binding decision within thirty (30) days from the close of the hearing. The arbitrator shall be selected from a list from the American Arbitration Association of seven (7) arbitrators, each party striking names alternately until one name remains, with the Association striking

the first name. The employee may have persons of his/her choice to represent him/her at the hearing in accordance with Nevada law, including, but not limited to NRS 289.

B. The arbitrator shall have no authority to add to, subtract from or modify this Agreement; or to hear, rule or make an award on any matter except while this Agreement is in full force and effect, unless the matter arose during the term of the Agreement. The arbitrator shall make a decision based upon the facts presented.

C. The arbitrator's fees and expenses shall be paid by the losing party, who shall be declared in the arbitrator's decision. The expenses, wages and other compensation of any witness shall be borne by the party calling said witness. Other expenses, such as professional services, shall be borne by the party on whose behalf such expenses were incurred. A party requesting the use of a court reporter shall pay all fees and costs associated therewith; however, if the other party requests a copy of the product transcript, all such fees and costs shall be shared equally.

D. Grievances, responses, and required steps thereof not filed or submitted or taken within the time limits set forth herein shall be invalid, unless the time limits are extended by mutual agreement.

C. **CONTRACT GRIEVANCE PROCEDURE:** The procedures set forth in Section C shall be applicable to all contract grievances subject to grievance under the policy statement above.

1. Any computations of time requirements set forth in this

article which refer to "working day" shall be computed on the basis of a five (5) day work week, Monday through Friday, excluding holidays.

2. Grievances not filed or submitted within the time limits set forth below shall be rendered invalid and not subject to this grievance process. However, the time limits specified below may be extended by mutual agreement of the parties.

3. Should the City personnel fail to answer the grievance in the time limits established, the matter will automatically go to the first possible City Council meeting.

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

5. An Association Grievance Committee shall be established consisting of three members. Such Committee shall be selected in a manner to be determined by the Association membership. The purpose of the Association Grievance Committee is to aid the Association and employee in the resolution of the grievances or to determine whether to pursue the matter through the grievance procedure. The Association shall furnish the City with the names of the Grievance Committee members on or before July 1<sup>st</sup> of each year, and any changes to the Committee as they may occur.

6. In the event the City schedules a grievance meeting while members of the grievance committee or the aggrieved is on shift, the City shall grant time off with pay for those employees affected.

7. All grievances must be filed in writing with the Association

Grievance Committee within fourteen (14) calendar days after the matter in dispute or disagreement is alleged to have occurred.

8. Nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Chief of Police or his designee to resolve the problem informally.

**STEP 1:** The Association grievance committee, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the matter will be deemed settled.

**STEP 2:** If a grievance exists, the grievance committee shall, with or without the physical presence of the aggrieved employee, within ten (10) working days from receipt of the grievance, present a signed written grievance to the Chief of Police or his designee.

**STEP 3:** The Chief of Police or his representative shall arrange for such meetings with the grievance committee and make such investigations as are necessary within ten (10) working days of his receipt of said grievance. By that time, the chief will respond in writing concerning the grievance. If the response does not resolve the grievance, it may proceed to Step 4.

**STEP 4:** Within ten (10) working days from the receipt of the written response from the Chief of Police, the grievance committee shall present the grievance, in writing, to the City Manager or his/her designee. The City Manager or his/her designee will then make a determination within five (5) working days from the date of submission to him/her.

**STEP 5:** In the event the matter is not resolved by the City Manager's or his/her designee's response, the matter may be submitted to the City Council at the first possible City Council meeting.

**STEP 6:** If the grievance committee is dissatisfied with the decision of the City Council, it may within ten (10) working days of the receipt of the City Council's decision, notify the City Manager in writing of its desire to submit the matter to arbitration. The arbitrator shall be selected by the following procedure.

- a. Either party may request a list of seven (7) arbitrators from a panel supplied by the American Arbitration Association;
- b. The party seeking arbitration shall strike the first name with the other party striking the next name and thereafter each party alternately deleting an arbitrator until one remains;
- c. The remaining arbitrator shall hear the matter and render a decision;
- d. The arbitrator shall issue a written decision within 30 days from the close of the hearing;
- e. The decision of the arbitrator shall be final and binding;
- f. The arbitrator shall have no authority to add to, subtract from or modify this Agreement; or to hear, rule or make an award on any matter except while this Agreement is in full force and effect, unless the matter arose during the term of the Agreement. The arbitrator shall make a decision based upon the facts presented.
- g. The arbitrator's fees and expenses will be borne by the losing party, who shall be declared in the arbitrator's decision. All other expenses associated with the arbitration shall be borne by the party incurring such expense, except that a party requesting a court reporter shall pay all fees and costs associated therewith unless the

other party requests a copy of the transcript, in which case  
the costs shall be split equally.

ARTICLE 19

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

- A. The parties reserve all rights set forth in the Local Government Employee-Management Relations Act (the "Act") (N.R.S. §288.010 and following).
- B. The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act, which may be included in this Agreement, the City is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

ARTICLE 20

HOLIDAYS AND HOLIDAY PAY

- A. The application of this Article applies to all persons subject to this contract. Such employees shall receive scheduled work hours pay for the holidays listed below:

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Nevada Day

Thanksgiving Day

Christmas Day

Veterans Day

Martin Luther King Day

Friday following Thanksgiving Day

and any other day that may be declared a holiday or part of a holiday by the City Council.

- B. Officers who are required to begin work on a holiday receive his/her 1 ½ times rate of pay for all hours worked during that shift plus scheduled work hours at straight time pay.
- C. If a holiday falls during the time an employee is on a leave such holiday shall not be charged as leave.

ARTICLE 21

SICK LEAVE

A. Definitions: The term "continuous service" shall be that service commencing with appointment to a position with the City and continuing until resignation or discharge. The term "actual service" shall mean the number of days actually worked on the job; provided, however, that employees absent from work because of sickness for which sick leave is paid, annual leave with pay, injury or illness incurred in City service, or temporary military duty (NRS 281.145) shall be deemed actual service. The term "day" means the number of hours a represented employee normally is assigned to work on a regularly scheduled workday. The term "immediate family" is defined as: spouse, parent, child, sibling, grandparent, grandchild, immediate in-law, or any other person who is dependent upon the employee.

B. Accrual of Sick Leave:

1. Accrual: Employees earn sick leave credits at the rate of 10.5 hours per month of actual service.

2. Maximum Accumulation: Employees may accumulate a maximum hours of sick leave as follows:

<u>Effective</u>	<u>Maximum Hours</u>
7/1/2005	up to 1,500

After an employee has accumulated the maximum number of hours of sick credit as specified above, the amount of additional unused sick leave credit, which s/he is entitled to carry forward from one year to the next is limited to one-half of the sick leave accrual during the year. The remaining one-half of sick leave accrual over the maximum hours shall be placed in a separate account to be used by an employee under the following conditions:

NOTE: It is understood between the parties that this provision is not retroactive and employees may not transfer existing extra sick leave into regular sick leave. Employees may only accumulate regular sick leave over the replaced maximum of 960 hours after July 1, 1996.

- a. The employee is suffering from a long term or chronic illness. Chronic illness is defined as a disease or ailment that is a lasting condition for a period of months or years. It cannot be easily corrected within a short period of time and generally is not of a temporary disabling or incapacitating nature; and,
- b. The employee has used all sick leave otherwise available to him; and,
- c. Approval of the City Council.

C. Family Medical Leave (FMLA): All eligible employees shall be entitled to twelve (12) weeks of leave during a twelve (12) month period as specified in the Family Medical Leave Act (FMLA). Employees shall utilize all sick leave, compensatory time, and/or annual leave in that order and will only be granted enough unpaid leave to total twelve (12) weeks when applying for leave under FMLA. Employees shall comply with the application process and be subject to all other provisions of the FMLA. All leave taken, which qualifies under the FMLA, shall be counted against the twelve (12) week maximum allowed during any twelve-month period. The City may require that a request for leave under the FMLA be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate. The employee shall provide in a timely manner, a copy of such certification to the City. The certification shall include the date the serious condition

commenced; probable duration; appropriate medical facts within the knowledge of the health care providers regarding the conditions; and in cases the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the employee is needed to care for the son, daughter, spouse, or parent; and any other pertinent certification criteria as outlined in the FMLA.

- D. Employees may use accrued sick leave for minor or incidental illnesses, injuries, or dental treatment (those which do not qualify under FMLA). The purpose of sick leave is to allow employees who are injured, ill, or attending an appointment with a dentist/doctor, continuation of pay while obtaining medical treatment or recuperating from illness/injury. Employees who call in sick or leave work early due to illness are expected to remain at home to expedite recuperation, prevent abuse of sick leave policy, maintain discipline and morale, and maintain public trust. Continuance of pay during absence from duty for minor, incidental, or family sickness shall depend upon compliance with the following procedures:

1. On the first day of absence from duty, the employee, or someone on their behalf, shall notify the Chief, or his designee, of the reason for such absence. If the duration of the illness lasts longer than one (1) day, the employee must notify the Chief of Police, or his designee, periodically to report progress.
2. An employee shall be required after five (5) consecutive calendar days absence to furnish a certificate from a licensed physician or practitioner to support their sick leave claim and identify physical limitations/restrictions, if any.

3. Within two (2) calendar days after returning to duty, the employee shall complete and submit a sick leave request for approval of the absence as sick leave.

4. Family sick leave (non-FMLA) shall be limited to sixty (60) hours per calendar year.

5. Regular and family sick leave shall be charged at a rate of one (1) hour from sick leave accrued for each one (1) hour taken.

E. Bereavement Leave: In the event of a death of a member of the immediate family, an employee may request up to three (3) work days of sick leave. Immediate family is defined as spouse, parents, child, sibling, grandparent, grandchild, immediate in-law or any other person who is dependent upon the employee. The City Manager, or his/her designee, may approve additional sick leave at his/her discretion up to the limits then accrued in an individual instance.

F. Forfeiture of Sick Leave: Any person claiming sick leave with pay, where it is shown that such a claim was made or approved by such claimant knowing that such claimant was in fact not sick or otherwise entitled thereto, shall forfeit all accumulated sick leave and shall not be allowed to receive or accumulate sick leave for a period of twelve (12) pay periods thereafter. In addition, the employee may be terminated if such fraudulent claim was made and accepted.

G. Sick Leave may not be used in the following instances: No employee shall be entitled to sick leave while absent from duty on account of any of the following:

1. Disability arising from sickness or injury purposely self-inflicted or caused by willful misconduct;
2. Disability arising from conduct which is in violation of

Federal, state, or local statute, other than minor offenses such as traffic violations;

3. Sickness or disability sustained while on leave without pay;  
or
4. Disability arising from outside employment;

H. Sick Leave and Payment Upon Separation: Upon separation from the department, employees with 20 or more years of service with the City of Elko shall be paid accrued sick leave up to nine hundred sixty (960) hours based on the same percentage as the percentage of the employee's retirement benefit determined pursuant to the Nevada Public Employee Retirement Act.

I. Sick Leave and Payment Upon Retirement: Upon retirement an employee shall be paid accrued sick leave up to nine hundred sixty (960) hours based on the same percentage as the percentage of the employee's retirement benefit determined pursuant to the Nevada Public Employee Retirement Act.

J. Death of an Employee: Upon the death of a person employed by the City, a lump sum payment for sick leave accrued to the employee's credit, to a maximum of nine hundred sixty (960) hours, will be made to the employee's beneficiary(ies) or estate, upon receipt of proof of death from the lawful beneficiary(ies). The lump sum payment for sick leave accrued does not include any "Extra Sick Leave" accrual.

ARTICLE 22

GROUP LIFE INSURANCE

The City shall pay 100% of the cost of the premium for a \$30,000 Group Term Life Insurance policy as provided in the master insurance contract with the City's insurance carrier for employees for the period of this Agreement beginning July 1, 1999, which shall include, subject to any existing conditions and requirements of that master insurance contract as follows:

1. A \$30,000 policy of Group Term Life Insurance policy for the life of each employee of the police department.
2. A \$5,000 Group Term Life Insurance policy for the life of each employee's spouse; and
3. A \$3,000 Group Term Life Insurance policy for the life/lives of dependent children of each unit employee, over the age of six (6) months to twenty-six (26) years. However, if the dependent child is a full-time student, the life insurance set forth in this subparagraph 3 shall be until the dependent reaches the maximum age set forth by the insurance carrier and federal law.
4. A \$500 Group Term Life Insurance policy for the life/lives of dependent children age fourteen (14) days to six (6) months.
5. A \$10,000 Group Term Accidental Death and Dismemberment (AD & D) policy for each employee of the Police Department.
6. The City and the Association agree that the City shall provide the opportunity for employees to enroll their dependents in group life insurance without the requirement that such dependents also be enrolled in other coverage programs such as the health, dental and vision care plans. Employees will be responsible for 100% of dependent life insurance premiums provided pursuant to this section.

ARTICLE 23

GROUP HEALTH INSURANCE

- A. All full time Police Department employees after a waiting period shall be enrolled in the City's group health, dental, and vision insurance plans; The waiting period is the first of the month following a thirty (30) day waiting period.
- B. City Share of Premium
  - 1. The City shall pay 100% of the cost of premium for group health, dental, and vision insurance coverage for the employee.
- C. Employee Dependent Share of the Premium

All provisions of employee and dependent health insurance shall be in accordance with the effective Master Plan Document and premiums established and approved by the current insurance provider, effective at the beginning of each new plan year. The employee shall have the right to enroll all eligible dependents in the plan and shall have the respective premiums for dependents deducted through a payroll deduction.
- E. All employees covered by this agreement shall be given advance notice of any changes in the group insurance coverage.

ARTICLE 24

CLOTHING AND EQUIPMENT ALLOWANCE

- A. All unit employees shall receive the following clothing and equipment allowance: \$1,800.00 annually. Officers who perform a special assignment in the SWAT, Bike Patrol, or Honor Guard shall receive an additional \$200 annually. The extra pay is paid at that amount regardless whether or not the officer is assigned to one or all three duties.
- B. One-half of the clothing and equipment allowance shall be paid December 20 and the other one-half on June 20 of each year.
- C. In addition to Paragraph A, this article, new hires shall also receive an initial allowance of \$1,000 at the time of hire, and an additional \$500 at the successful completion of probation.
- D. If the City Council, the City Manager or the Chief of Police mandates a major change of uniform, then all uniformed officers covered by this agreement shall be entitled to \$600. Uniform changes suggested by the association and approved by the Police chief shall not qualify for additional Uniform Allowance Payments. This shall not apply to any additions to the present uniform nor apply to any uniform supplier problems.
- E. The clothing and equipment allowance will be prorated to the date of termination for those employees who are terminated, resign, unable to perform the duties because of chronic or permanent disability, or die.

ARTICLE 25

COST OF LIVING ADJUSTMENTS

- A. Effective July 1, 2014, the salary schedules for all unit employees shall be as set forth in Exhibit A, representing 2.5% from the prior year ending June 30, 2014.
- B. Effective July 1, 2015, the salary for all employees covered by this Agreement as set forth in Exhibit A shall be increased by a percentage equal to the percentage change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers-West for the year ending January 2015. If the CPI percentage change is below 2.5% employees shall receive a 2.5% salary increase. If the CPI percentage change is above 5%, employees shall receive a 5% salary increase. If the CPI percentage change is between 2.5% and 5% the employees will receive an increase equal to the CPI percentage increase.

ARTICLE 26

LONGEVITY PAY

A. Upon completion of eight (8) years continuous employment with performance reviews of standard or better, employees hired before July 1, 2010 shall receive the following longevity pay, with the maximum years of service being twenty-five (25):

<u>Years of Completed Service</u>	<u>Semi-Annual Amount</u>	<u>Total Annual</u>
8	\$ 150	\$ 300
9	175	350
10	200	400
11	250	500
12	275	550
13	300	600
14	325	650
15	350	700
16	425	850
17	450	900
18	475	950
19	500	1,000
20	525	1,050
21	650	1,300
22	675	1,350
23	700	1,400
24	725	1,450
25	750	1,500

B. Longevity pay shall be payable on the first pay period in June and

the first pay period in December of each year. Longevity will not be paid with regular payroll checks, but will be paid by a separate check. An employee will receive the first check during the year following the employee's eighth (8) anniversary year of employment with the City. If the employment anniversary date falls between January 1 and June 30 of that year, the first check will be the first pay period in June. If the anniversary date falls between July 1 and December 31 of that year, the first check will be the first pay period in December.

ARTICLE 27

SHIFT DIFFERENTIAL

Employees who are assigned to work the day shift shall not receive shift differential. Employees who are assigned to work the night shift shall receive an eight (8) percent differential on their base hourly rate.

The shift differential shall not be paid for hours not worked, of ten (10) consecutive days or more, for sick leave, injury leave, or other paid leave (not including annual leave). The shift differential pay will not be paid commencing on the 11th day.

ARTICLE 28  
LEAVE OF ABSENCE

A. Leave of Absence Without Pay:

1. Leave without pay may be granted only to an employee who desires to return to City service.
2. Leave without pay of less than thirty (30) days may be granted by the City Manager.
3. Leave without pay of thirty (30) days or more may be granted for the good of the public service by the City Council.
4. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave.

B. Leave of Absence With Pay:

1. A leave with pay will be granted when an employee serves on a jury or is subpoenaed as a witness in court. The employee shall claim any jury, witness or other fee to which he/she may be entitled by reason of such appearance and forthwith pay the same over to the City Clerk.
2. When it is impractical for a registered voter to vote before or after his/her normal working hours, an employee will be granted sufficient time to vote.
3. Leave is granted to an employee for authorized military training duties in compliance with the provisions of NRS 281.145 and 284.359.

C. Unauthorized Absence:

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

ARTICLE 29

BIDDING OF SHIFT ASSIGNMENT

Unit employees in the categories of Patrol Sergeant, Patrol Corporal and Patrolman will be assigned to a particular shift for a period of four (4) months. Such assignment shall be up for bid every six (6) months. June 1<sup>st</sup> and December 1<sup>st</sup> employees shall bid. Schedules will be posted by July 1<sup>st</sup> and January 1<sup>st</sup>. The July 1<sup>st</sup> schedule shall cover January through August 31<sup>st</sup> of the following year and the January schedule shall cover September through December 31 of the same year.

Each unit employee in the categories listed above will be allowed to bid for the shift assignment of their choice and shall be awarded their shift bid based on seniority. Seniority shall not apply after two (2) consecutive bidding cycles, if the same shift is bid.

For the purposes of this article only, seniority shall be determined based upon the employee's date of hire as a full-time Patrol Officer. Where employees share the same hire date, seniority will be determined by their final placement on the official eligibility list.

ARTICLE 30

LAYOFF PROCEDURE

- A. If a layoff or reduction in force occurs, the Chief of Police will determine the classifications affected. Layoffs within a classification will be determined on the basis of past performance, qualifications, and ability to perform the work. Where these are equal, seniority shall apply. All probationary employees within the bargaining unit will be laid off before any regular employees.
- B. All employees to be laid off shall be given written notice of such layoff at least 50 calendar days prior to the effective date of the layoff.
- C. Upon being laid off, an employee with City Manager approval may elect demotion temporarily to any classification covered by the Agreement.
- D. In the event of an increase in the working force following a reduction, employees laid off or demoted shall be placed on the reemployment list within the department in which the layoff or demotion occurred in reverse order of demotion or termination.
- E. Employees 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 remaining to their credit at the time of their layoff.
- F. Layoffs or reduction in force due to City budgetary constraints or considerations must consider all departments within the City, not solely the Police Department.

ARTICLE 31

EDUCATIONAL INCENTIVES

A. Full time, regular employees will be eligible to receive educational assistance as outlined below:

1. Prior written approval of the Chief of Police, or his designee, and City Manager, or his designee, will be required before attending classes. Employees who do not receive prior approval WILL NOT be eligible for reimbursement.
2. The course must be taken from an accredited college or university or must be an accredited correspondence course.
3. These provisions apply to single courses and not educational programs.
4. The course must be job related or prepare an employee for increased job proficiency.
5. Employees shall not receive regular pay or overtime pay for time in classrooms or time spent studying.
6. Classes shall be taken outside the regularly scheduled shift.
7. All approvals of submitted requests are subject to available funding and must be within departmental budgets.

B. Payment upon completion of the approved course shall be as follows:

1. Tuition and books will be paid at:
  - 100% for an A or B
  - 85% for a C
  - 0 for a D or below
  - 100% for a pass
  - 0 for a fail
2. Upon completion of registration, the employee shall provide

the City receipts for registration and books. All approved requests, receipts for registration, for books, and fees, shall be forwarded to the Human Resources Manager. Copies of the final grade(s) will be submitted to the Human Resources Manager for policy compliance prior to reimbursement tendered to the employee.

1. After reimbursement, any books, which are purchased, shall be turned into the City for future use by all employees.

C. Employees shall receive educational incentive pay for attainment of each level of Category I Nevada POST certificate above the level of the basic certificate. The following applies to the ranks of Patrol I, II, III, IV, Corporal, and Sergeant.

1. Intermediate Level. Employees who obtain a Nevada POST Intermediate Certificate shall have thirty dollars (\$30.00) added to the employee's monthly wage.

2. Advanced Level. Employees who obtain a Nevada POST Advanced Certificate and/or an Associates Degree shall have fifty dollars (\$50.00) added to the employee's monthly wage.

3. Bachelors Degree/Management Level/Supervisory Level.

Employees who obtain a Bachelors Degree, a Nevada POST Management Level Certificate, or a Nevada POST Supervisory Level Certificate shall have seventy dollars (\$70.00) added to the employee's monthly wage.

D. The City's financial support of an employee's continuing education shall not be construed as a guarantee of a job assignment or promotion.

E. When an officer is eligible for any advanced certifications, upon written request by the officer, the Chief of Police, or his designee, shall apply to the appropriate State POST officer for

the officer's certificate within a reasonable amount of time.

ARTICLE 32

ASSOCIATION AFFAIRS

- A. An employee may utilize either Association Leave as defined in Section C., below or annual leave for Association functions including attendance at conventions, conferences, and seminars, subject to prior approval of the Chief of Police and the City Manager.
- B. The negotiating committee shall not exceed four (4) members of the Association. The negotiating committee may utilize either Association Leave as described in Section C., below or annual leave in not less than one hour increments to attend collective bargaining sessions with the City. Use of annual leave for this purpose shall not effect bidding regarding annual leave scheduling.
- C. Association representatives who are Designated by the President of the Association may use Association Leave for the purposes defined in Sections A. and B., above, subject to the approval of the Chief of Police or his/her designated representative.
1. To establish an Association Leave Bank for the uses defined above, a represented employee may contribute his/her accumulated annual leave or compensatory time off to the Association Leave Bank, subject to the following:
    - a. Employees may contribute annual leave/compensatory time off in one hour increments; and,
    - b. The Association Release Time Bank will be contributed to, and drawn from, on an hour for hour basis.

ARTICLE 33

LUNCH AND REST BREAKS

- A. Rest Periods: Unit employees will be allowed one fifteen (15) minute rest period during the first four (4) hours of their shift and one fifteen (15) minute rest period during the second four (4) hours of their shift. Employees who are assigned to work a twelve (12) hour shift shall be allowed a fifteen (15) minute rest period during the final four (4) hours of their shift.
- B. Lunch Break: Unit employees shall be allowed a paid lunch period not to exceed sixty (60) minutes. Employees are subject to being called out during their lunch break and rest periods.

ARTICLE 34

ADVANCEMENT TO HIGHER CLASSIFICATION

- A. An employee classified as Patrol I shall be eligible for advancement to Patrol II upon satisfactory completion of two (2) years of service and shall be eligible for advancement to Patrol III upon satisfactory completion of five years of service, unless hired pursuant to Article 11, Paragraph D. Advancement must be recommended by and approved by the Police Chief or his designee. All advancements will be based upon standardized qualifications set forth by the department, the employee having the qualifications, skill and ability to perform the functions of the higher position. (Qualifications shall include past performance evaluations, absentee record, past disciplinary actions, and other pertinent performance criteria.) Advancement will be made on the first day of the payroll period following the employee's promotion date.

Unless hired pursuant to Article 11, Paragraph D, employees advancing to the position of Patrol IV must have a minimum of ten (10) years of progressive service in the positions of Patrol I, Patrol II, and Patrol III, and an Intermediate POST certificate, or Advanced POST certificate, or a Management level/Supervisory level POST certificate.

- B. Vacancies which occur in the corporals and sergeants classifications shall be posted internally for a period of ten (10) working days.
1. Eligible employees shall be limited in their right to bid only on higher classified positions.
  2. Eligible employees shall be limited to one successful bid in any twelve (12) month period.

3. Internal candidates shall be selected on qualifications and ability to perform the functions of the position. Qualifications shall include past performance, including disciplinary actions, absentee record, and other pertinent factors.
4. The City shall make a reasonable attempt to promote from within. Should there not be a sufficient number of qualified bidders as determined by the Chief of Police, the Chief of Police may advertise externally. A selection will be made based upon qualifications of both internal and external candidates.
5. The Chief of Police, or his designee, shall have the exclusive right to determine qualifications of applicants and select accordingly.
6. Temporary transfers to fill vacancies caused by absenteeism, injury, vacation, leave of absence, or other reasons shall not be posted.

ARTICLE 35

SPECIAL ASSIGNMENT PAY

A. The following positions shall be considered special assignments for the purpose of this agreement: Detective, Narcotics officer, Reserve Coordinator, Community Service Officer, Field Training Officer, , Bomb Disposal Technician, K-9 Officer and Swat Operator.

B. Special assignment positions will receive a salary increase based on the percentage rate as follows:

Detective	9%
Narcotics Officer	9%
K-9 Officer	5%
Reserve Coordinator	5%
SWAT Operator/Hostage Negotiator	5%
Field Training Officer	5%
Bomb Disposal Technician	5%

Note: The Field Training Officer, Bomb Disposal Technician and SWAT Operator/Hostage Negotiator shall only receive the salary increase while performing the duties of Field Training Officer, Bomb Disposal Technician, and SWAT Operator/Hostage Negotiator respectively. K-9 Officers shall receive the salary increase as long as they are assigned to the duties of K-9 Officer.

C. Special assignment pay is not transferable and does not follow the employee in the event of reassignment to another position not included in the special assignment pay category.

D. Bi-Lingual Pay: An employee is eligible for \$75.00 per month if such employee passes a Department approved conversational proficiency examination in a foreign language approved by the Chief of Police, at an intermediate or higher level.

E. Members who are placed in an on-call status shall receive one (1) dollar and twenty-five (25) cents per hour for the on call period in which no work is performed.

1. "On call" time refers to off duty time in which an employee is away from the worksite and expected to be easily reached and immediately available to respond when called out.

F. Detectives and K-9 officers will be allowed to take home their department issued vehicle. The vehicle shall only be driven to and from work and when performing work-related functions.

ARTICLE 36

ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

- A. Member employees may authorize payroll deductions for the purpose of paying association dues. Upon the execution of the proper personnel payroll document filed with the City, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an employee on a monthly basis association dues, the City's approved group health insurance, the City's approved credit union, and other city approved deductions.
- B. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the appropriated Association dues. When a member in good standing of the Association is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of any employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding no deductions shall be made. In this connection, all other legal and required deductions have priority over association dues.
- C. The Association shall indemnify and hold the City 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 out of or by reason of any action taken or not taken by the City to implement payroll deductions for Association dues, except for claims caused by intentional misconduct or gross negligence by the City.

ARTICLE 37

PAID MANDATORY TRAINING

- A. Any training, which is mandated, by the Department or State of Nevada to maintain the Officer Post Certificate shall be paid by the Department. If the Officer is attending the mandatory training on a regular scheduled day off or during off-duty hours the Officer shall be paid at the overtime rate for all hours spent in training as provided in Article 5 of this Agreement. If an Officer is attending training while on duty, the Officer will receive his/her straight time hourly rate.
- B. Nevada POST requires 24 hours of training per year. In addition, there will be an additional four (4) hours of mandatory training every year. This training will consist of practical scenarios involving: department use of force, defensive tactics, ASP/baton, Taser, and OC. This training will be held one time each year and be in conjunction with firearm qualifications when possible.
- C. The Elko Police Department and the association understand the importance of maintaining proficiency with a duty weapon, therefore the Elko Police Department will hold department firearms qualifications at least quarterly.
- D. Food per diem rates will be paid out per meal in accordance with the rate set by [www.gsa.gov](http://www.gsa.gov). Breakfast per diem will be paid if travel is before 8:00 am. Lunch per diem will be paid if travel is between 10:00 am and 1:00 pm. Dinner per diem will be paid if travel is after 6:00 pm.

ARTICLE 38

PHYSICAL FITNESS INCENTIVE

- A. Parties agree to a voluntary physical fitness-testing program to be administered each September using a testing/scoring standard established by Nevada P.O.S.T. Employees must attain a passing score in order to receive a \$275.00 payment; such payment shall be made on the first payday in December. Employees participating in the voluntary physical fitness test shall be in full pay status during testing. There will be no reprisal or punitive action taken against an employee scoring less than the passing score on the test.

ARTICLE 39

DRUG AND ALCOHOL TESTING PROGRAM

- A. The city of Elko has a responsibility to its employees and the public to ensure safe working conditions for its employees by employing a City work force unimpaired by chemical substance abuse. The City of Elko also has a responsibility to create a drug free workplace, pursuant to the Drug Free Workplace Act of 1998.
1. Officers who suspect they may have a substance abuse problem are encouraged to voluntarily seek evaluation and treatment. Officers may request assistance through their supervisor or through the Human Resources Department; however rehabilitation itself is the responsibility of the Officer.
- B. The City of Elko and the Association shall implement and carry out a drug and alcohol testing program that is consistent with the provisions established in the Elko Police Department Manual, as may be modified or revised during the term of this agreement.
- C. The parties agree that Officers may be tested for drugs and/or alcohol at any time based upon reasonable suspicion by a supervisor
1. When any supervisor has reasonable suspicion and has documented and confirmed with the Police Chief, or designee, that the specific observation constitutes reasonable suspicion or has obtained a confirming observation that an Officer may be under the influence of alcohol or drugs, the employee in question will be asked to submit to testing which may include saliva testing, breath test, urinalysis, a blood test or a combination of these testing methods, to determine the involvement with alcohol or drugs. A positive result on a screening test must

be confirmed with a more accurate test.

- a. Reasonable suspicion testing may be based upon, among other things, observable indicators such as direct observation of alcohol and/or drug use or possession; physical symptoms of being under the influence of alcohol and/or drugs; a pattern of abnormal conduct or erratic behavior; or arrest and/or conviction for an alcohol and/or drug related offense.
2. When an officer has been involved in a workplace accident or incident resulting in the death of another person, medical treatment other than first-aid, loss of consciousness, or property damage exceeding \$500, the Officer in question will be asked to submit to testing of the officers choice which may include saliva testing, a breath test, urinalysis, a blood test or a combination of these testing methods, to determine the involvement with alcohol or drugs. If the officer chooses a breath test, an officer from another agency will be called and asked to administer a Preliminary Breath Test and make general observations about whether the officer appears to be under the influence of alcohol or a controlled substance. If that officer reasonably believes that the officer is under the influence of alcohol or a controlled substance, reasonable suspicion exists. A positive result on a screening test must be confirmed with a more accurate test.
  3. An Officer who refuses to submit to discovery testing for drugs and/or alcohol following a workplace accident or when reasonable suspicion exists will be subject to disciplinary action, up to and including termination.
  4. An Officer who is found to be under the influence of or impaired

by alcohol or illegal drugs as a result of a positive test will be removed from his/her position and placed on paid administrative leave pending an internal investigation.

- F. Officers assigned to special assignments involving the use of alcohol and/or drugs are exempt from the testing requirements outlined in this article. However, assignments of this nature must qualify as an approved police function.
- G. Nothing in this article shall prevent the City of Elko from administering disciplinary action for any job performance or behavior that would otherwise be considered just cause for disciplinary action.

ARTICLE 40

EMPLOYEE ASSISTANCE PROGRAM

- E. An officer who is found to be under the influence of or impaired by alcohol or controlled substance on duty and has not been involved in an accident will be placed on sick leave pending an evaluation by a Substance Abuse Professional (SAP). If the City does not receive an evaluation by a SAP within fifteen (15) calendar days, disciplinary action up to and including termination from employment may be taken.
- F. The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment. SAP election and expenses will be the responsibility of the employee.
- G. If an evaluation is conducted which results in a recommendation for treatment, continued employment may, but is not required to be allowed if the recommended treatment is begun immediately and successfully completed. The treatment program, may include, but is not limited to, rehabilitation, counseling, and after-care to prevent future substance use/abuse.
- H. The treatment program will be at the employee's expense. Employees may utilize the City of Elko's group health plan to the extent allowable under the plan, as may be modified or revised during the term of this agreement. Accrued sick leave may be used to attend a treatment program required under this paragraph.
- I. Failure by the employee to enroll in the recommended treatment program, to consistently comply with the program requirement, to

complete it successfully, or to complete any continuing care program shall be grounds for immediate termination.

J. As a condition of continued employment, an employee who is required to undergo treatment under this article may also be required to submit to random screening tests for alcohol and/or drugs for a specific period not to exceed twenty-four (24) months from the treatment program's completion date.

K. Employees may not return to duty until they have been evaluated, comply with treatment recommendations, and successfully passed a return to duty alcohol and/or drug test.

ARTICLE 41

K-9 OFFICER PAY

- A. Parties agree that caring for a K-9 partner requires employee time and effort beyond a regular scheduled shift. In recognition of the required time and effort, and in compliance with the Fair Labor Standards Act (FLSA), authorized K-9 Officers shall receive one-half hour of overtime pay per day at the base rate of \$16.00 per hour, or \$12.00 per day.
- B. Parties agree that authorized K-9 Officers are responsible for their K-9 partner 365 days per year. Therefore, authorized K-9 Officers will receive \$12.00 per day, 365 days per year.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives this 6<sup>th</sup> day of August, 2014.

CITY OF ELKO

ELKO POLICE OFFICERS PROTECTIVE  
ASSOCIATION

By   
Chris J. Johnson, Mayor

By   
Shame Daz, President

ATTEST:

ATTEST:

  
Shanell Owen, City Clerk

  
Joel Fairfield, Vice-President

EXHIBIT A

**Police Salary Schedule**  
**\*2.5 % COLA**  
**Effective 7/1/14**

Classification	Probationary		Detectives		Patrol		Salary		Detectives		Patrol	
	Salary per month	Hourly	Annual	Annual	Annual	per month	Hourly	Annual	Annual	Annual	Annual	
Sergeant	5,810.29	33,520.9	69,723.48	73,208.55	6,055.74	34,937.0	72,668.88	76,302.32				
W/Intermediate (1.75%)	6,327.79	36,929.6	74,733.48	78,470.15	6,490.68	37,447.4	77,890.56	81,785.09				
W/Advanced (2.25%)	6,851.11	38,641.0	78,213.32	80,023.99	6,919.42	38,189.0	79,433.04	83,404.89				
W/Management (2.75%)	6,476.24	37,362.9	77,714.88	81,600.82	6,749.83	38,941.3	80,997.06	85,047.69				
Corporal	5,396.74	31,135.0	64,760.88	67,908.92	5,626.26	32,459.2	67,515.12	70,890.88				
W/Intermediate (1.50%)	5,727.94	33,045.6	68,736.28	72,172.04	5,968.24	34,432.2	71,618.68	75,199.82				
W/Advanced (2.0%)	5,841.65	33,701.8	70,099.80	73,604.79	6,086.73	35,115.8	73,040.76	76,692.80				
Patrol IV, ten years of service plus												
W/Intermediate (1.25%)						5,488.89	31,666.7	66,856.69	69,160.01			
W/Advanced (1.75%)						5,596.10	32,296.7	67,177.20	70,536.06			
Patrol III						5,222.81	30,131.6	62,673.72	65,807.41			
Patrol II						4,837.69	26,755.9	55,652.28	58,434.89			
Patrol I						4,199.21	24,226.2	50,390.52	52,910.05			

\* Effective 7/1/14 Officers went to 12 hour shifts which equates to 2184 hours per year.

Going forward calculate any COLA's on base hourly rate rather than monthly or annual rates.

Detectives work 4 - 10 hour days or 2080 hours per year and patrol officers work 4 - 12 hour shift or 2184 hours per year.

**City of Elko**  
**Oral Disciplinary Action Form**

Date: \_\_\_\_\_ To: \_\_\_\_\_  
*Employee Name*

Reason(s) for Action: \_\_\_\_\_

You **have/have not** received counseling on this matter on: \_\_\_\_\_  
*(circle above)* *Date(s)*

This is a new action  This is a continuing action

You have been advised that you have the right to union/association representation and/or legal counsel before any disciplinary action may take place.

\_\_\_\_\_  
Employee's Initials Supervisor's Initials

This notice constitutes written documentation of an oral disciplinary action against you and shall be placed in your personnel file for a period of 12 months; it shall not be considered a written reprimand.

Your behavior is not in keeping with City and/or Departmental practices and/or policies for the following reasons:

Your job performance is unsatisfactory for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**THE FOLLOWING IMPROVEMENTS ARE REQUIRED WITHIN \_\_\_\_\_ DAYS:**  
*(Indicate specific program for improvement, measurement criteria, and consequences if improvement is not achieved.)*

\_\_\_\_\_  
\_\_\_\_\_  
**RECEIPT ACKNOWLEDGED:**

\_\_\_\_\_  
Employee Signature      Employee Representative Signature      Supervisor Signature

**\*\*INVALIDADITION DATE - 12 MONTHS FROM DATE OF ISSUANCE\*\***

## Memorandum of Understanding #1

The City of Elko ("City") and the Elko Police Officers Protective Association ("Association"), hereby enter into the following memorandum of understanding:

1. The City and the Association agree that discharge and disciplinary procedures are a subject of mandatory bargaining.
2. The City and the Association agree that the type of conduct for which employees may be disciplined is not a mandatory subject of bargaining, and that the City has the right to determine acceptable work performance standards and policies for its employees without negotiations. If employees violate the City's policies and standards, they may be disciplined subject to the negotiated procedures set forth in the collective bargaining agreement, as in force and effect.
3. The City and the Association are aware of a February 29, 2000 decision by the Local Government Employment Management Relations Board ("EMRB"), Item No. 4153. The decision by the EMRB, which is currently being appealed by the City of Reno, Nevada, is based upon specific facts of that case, and not the City of Elko's policies, procedures or past practices in regards to disciplinary action for off-duty conduct.
4. If the decision of the EMRB is upheld on appeal, either the City or the Association may elect to reopen Article 18 (Grievance Procedure) for the express purpose of negotiating mutually agreeable discharge and disciplinary procedures for off-duty conduct. However, if the City believes that the Association's proposal concerning the development of procedures regarding the discipline of represented employees for off-duty conduct involves issues which are not subjects of mandatory bargaining, the City will so notify the Association.
5. If the Association disagrees with the City's position regarding the negotiability of a specific proposal, the parties reserve their rights to petition the EMRB (jointly or individually) for a declaratory judgment concerning the proposal's negotiability.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

City of Elko

By: \_\_\_\_\_ Signature On File \_\_\_\_\_  
Michael Franzola  
Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Elko Police Officers Protective Association

By: \_\_\_\_\_ Signature on File \_\_\_\_\_  
William Lehmann  
President