

LABOR AGREEMENT BETWEEN
THE COUNTY OF ELKO
AND
ELKO COUNTY SHERIFF SERGEANTS' ASSOCIATION
(ECSSA)

JULY 1, 2020 THROUGH JUNE 30, 2025

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ARTICLE 1 – PREAMBLE

This agreement is entered into between Elko County, Nevada hereinafter referred to as the COUNTY and the Elko County Sheriff Sergeants' Association hereinafter referred to as the ASSOCIATION.

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

It is recognized by the COUNTY, the ASSOCIATION and the employees covered by this agreement that the COUNTY is engaged in rendering public services to the general public, and that there is an obligation on each party to continue to provide such services.

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

ARTICLE 2 – RECOGNITION AND APPLICATION

- A. For purposes of this agreement only, and subject to the provisions of NRS 288.140, the COUNTY recognizes the ASSOCIATION as the exclusive bargaining agent for the regular full-time employees (hereinafter referred to as regular employees) employed in the classifications set forth hereinafter to negotiate in respect to those mandatory subjects of bargaining set forth in NRS 288.150(2):

SERGEANT

- B. The parties agree that new hire probationary employees shall not have access to the grievance procedure for any disciplinary procedure, purpose or action. The parties agree that promotional probationary employees shall not have access to the grievance procedure for any disciplinary procedure, purpose or action related to the employee's completion of or discipline or demotion during the promotional probationary period.

ARTICLE 3 – MANAGEMENT RIGHTS

- A. The COUNTY and the ASSOCIATION agree that the COUNTY possesses the sole right to operate the COUNTY and all management rights remain vested with the COUNTY. In this context, except as specifically surrendered or limited by express provision of this agreement, all management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of frequency or infrequency of their exercise, shall remain vested exclusively in the COUNTY.

It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees subject to the procedures for such action as set forth in Article 19 of this agreement; the right to determine and change staffing levels and work performance standards except for safety considerations; the right to determine the content of the workday, including without limitation workload factors; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to determine the safety of the public; the right to contract or

subcontract work performed by bargaining unit employees subject to the ASSOCIATIONS right to negotiate with the COUNTY the impact of such decision; the right to discipline, reprimand, suspend, reduce in pay, demote and/or terminate employees subject to applicable provisions of the collective bargaining agreement; the right to consolidate COUNTY functions; the right to determine COUNTY functions; the right to implement, modify and delete rules, regulations, ordinances, and laws not inconsistent with this agreement; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions; the right to introduce new or improved procedures, methods, processes or to make technological changes; and the right to establish or change shifts, schedules of work, starting and quitting times.

- B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS section 288 and following, the COUNTY is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, including but not limited to, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
- C. The ASSOCIATION acknowledges that the provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this article and NRS 288.150, recognize and declare the ultimate right and responsibility of the COUNTY to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 4 – NON-DISCRIMINATION

- A. The COUNTY and the ASSOCIATION will continue their policy not to interfere with, or discriminate against, any employee because of membership or non-membership in the ASSOCIATION, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 and following.
- B. The ASSOCIATION recognizes its responsibilities as the exclusive bargaining agent of the employees covered by this agreement and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- C. Consistent with federal and Nevada law the provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination based on age, sex, marital status, race, color, religion, protected disability, or national origin. The ASSOCIATION shall share equally with the COUNTY the responsibility for applying this provision of this agreement.
- D. This article shall not be subject to Article 13.

ARTICLE 5 – OVERTIME AND STANDBY TIME

A. Overtime

Employees covered by this agreement who work in excess of 40 hours in a week shall be paid one and one-half times their straight time hourly rate for all hours so worked or

shall receive compensatory time off as provided by the Fair Labor Standards Act, as determined by the COUNTY, after consultation with the employee. This article may be superseded by a memorandum of understanding related to scheduling of hours worked.

Limitation on Accrual of Compensatory Time

An employee may accumulate up to one hundred twenty hours (120) hours of compensatory time during any calendar year. During the calendar year, accumulations of compensatory time in excess of one hundred twenty (120) hours shall be paid by the COUNTY. All compensatory time accumulations shall be paid to zero at the end of each calendar year, unless the Sheriff's Department Office Manager has received a written request from the employee that the employee desires to carry over not more than eighty (80) hours of compensatory time into the new calendar year. The written request must be received by the Sheriff's Department Office Manager prior to the last payroll of the year. In the event of such written request, compensatory time in excess of eighty (80) hours or in excess of such lesser amount that may be carried over at the request of the employee shall be paid by the COUNTY at the beginning of the calendar year.

B. Controlled Standby Time

Controlled standby time is any time in which an employee who the Sheriff or designee requires to remain available to respond to calls for service, assist other department employees, and/or cannot use the time effectively for the employee's own purpose will be compensated at the rate of \$2.50 per hour for each hour period of controlled standby time.

C. Uncontrolled Standby Time

Uncontrolled standby time is any time in which an employee who the Sheriff or designee requires to be available to respond to assist other deputies in a reasonable amount of time, will be compensated at the rate of \$.50 per hour for each hour period of uncontrolled standby time.

ARTICLE 6 – ANNUAL LEAVE

- A.** Annual leave shall be accrued based on an employee's regularly scheduled shift of eight (8), ten (10), or twelve (12) hour days.

During the employee's first six (6) months of employment, vacation leave shall be accrued according the schedule in Section B of this article, but no vacation leave shall be taken during such period.

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B. Accrual Schedule

Years of Service	Scheduled Hours	
	8/10 hours (2080 hrs./year)	12 hours (2,184 hrs./year)
1 to 5	2.37 weeks/95 hours per year 3.65 hours per pay period	2.37 weeks per year/99.54 hours per year 3.83 hours per pay period
After 5 years	3 weeks per year/120 hours per year 4.62 hours per pay period	3 weeks per year/126 hours per year 4.85 per pay period
After 10 years	4 weeks per year/160 hours per year 6.15 hours per pay period	4 weeks per year/168 hours per year 6.46 hours per pay period
After 15 years	5 weeks per year/200 hours per year 7.69 hours per pay period	5 weeks per year/210 hours per year 8.08 hours per pay period

C. Annual Leave Determination and Maximum Accrual

The time when annual leave is taken shall be determined by the COUNTY after considering the needs of the service and the seniority and wishes of the employee.

Annual leave shall not be accumulated in excess of thirty (30) working days at the beginning of any calendar year. Amounts in excess of thirty (30) working days at the beginning of any calendar year shall be forfeited. Annual leave shall not be granted in excess of the annual leave credit earned.

D. Vacation Credit upon Termination of Employment

1. Upon termination of employment for any reason, an employee who has earned vacation time may be granted a vacation for the time so earned not to exceed the maximum amount which may be accumulated as specified in paragraph E of this article. Such vacation must be taken prior to the effective date of termination of employment, or in lieu of such vacation, the employee may be granted a lump sum payment for vacation time accrued to his or her credit not to exceed the maximum amount which may be accumulated as specified in paragraph E of this article.
2. No employee shall be paid for accumulated vacation leave upon termination of service unless he or she has been employed six (6) months or more.

E. Rights of Heirs of Deceased Employee

If an employee dies and was entitled to accumulated vacation leave under the provisions of this article, the heirs of such deceased employee, who are given priority to succeed to the assets of decedents estate under the laws of intestate succession of this State, or the executor or administrator of the decedents estate, upon submitting satisfactory proof to the Board of County Commissioners of their right, shall be paid an amount of money

equal to the number of days of accrued vacation leave, not to exceed the maximum amount which may be accumulated as specified in paragraph E of this article, multiplied by the daily salary or wages of such deceased employee.

F. Vacation Buy Out

An employee may by written request elect to be paid for up to a maximum of two (2) weeks of accumulated vacation per calendar year. The written request must be received by the Sheriff's Department Office Manager immediately following the last payroll of the year.

ARTICLE 7 – LEAVE FOR WORK RELATED INJURY

When any employee of the COUNTY is eligible at the same time for benefits under Chapters 616 or 617 of the Nevada Revised Statutes and for any sick leave benefit:

- A. The amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his or her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under Chapter 616 or 617 of the Nevada Revised Statutes for that pay period.
- B. If the amount of the employee's sick leave benefit is reduced pursuant to Article 14, Sick Leave herein, below the amount normally payable, the amount of sick leave charged such employee as taken during that pay period shall be reduced in the same proportions.
- C. An employee of the COUNTY may decline to use any or part of the sick leave benefit normally payable to him or her while receiving benefits under Chapter 616 or 617 of the Nevada Revised Statutes. During such period of time, the employee shall be considered on leave of absence without pay.

ARTICLE 8 – RETIREMENT

- A. All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.
- B. The COUNTY agrees to contribute for each employee covered by this agreement the rate paid as of July 1, 2019, to the PERS for the term of this agreement.
- C. Increases in the contribution rate above that set forth in paragraph B of this article which are mandated by the Nevada Legislature shall be paid for by the party or parties designated in such action. If the Nevada Legislature is silent with respect to who is responsible to pay contribution increases, paragraph D shall apply.
- D. If the Nevada Legislature fails to designate whether the employee or the COUNTY is to pay for the increase in contributions to the PERS above that set forth in paragraph B of this article, the COUNTY and the employee shall each pay 1/2 of the increased contribution. Payment of the employee's portion of the contribution increase shall be:

1. Made in lieu of equivalent basic salary increase or cost of living increase, or both; or
2. Counterbalanced by equivalent reductions in an employee's salary.

ARTICLE 9 – SALARY

A. Pay Periods

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

B. Wages

FY2021 (July 1, 2020 – June 30, 2021) – There shall be no base salary adjustment for FY2021.

FY2022 (July 1, 2021 – June 30, 2022) – There shall be no base salary adjustment for FY2022.

FY2023 (July 1, 2022 – June 30, 2023) – Effective the first full-pay period following July 1, 2022, the Sergeant classification will transition to Grade E14, Step 7 identified in Exhibit A and established by the external classification and compensation study.

C. Salary Step

1. Minimum Hiring Rate for the Range

New employees shall be employed at the minimum rate for the range unless:

- a. Upon recommendation of the Sheriff, the County Manager authorizes hiring an employee at a higher step consistent with Elko County's Job Descriptions and Classification Policy Manual; and
- b. A qualified person cannot be hired at the Step 1 rate; or
- c. The person to be employed possesses higher step qualifications; a new employee shall not start higher than the fifth step.

D. Probationary Period

All new hire employees shall serve a probationary period of not less than 12 months from the date of hire or transfer. An employee hired at any step who completes the probationary period and whose job performance is determined by the Sheriff through the FTO program, Nevada Peace Officer and Service Training, and employee evaluations to be satisfactory may be advanced to a non-probationary status. Should an employee be judged to require additional probationary period through the FTO program, Nevada Peace Officer and Service Training, and employee evaluations to more adequately determine the level of performance, the reasoning shall be documented. Employees promoted to a higher classification covered by this agreement shall serve a probationary period of not less than six (6) months from the date of promotion. Employees judged to have not successfully completed the promotional probationary period may be extended no more than six (6) months. Any extension of the probationary period shall have the reasoning documented. If a promotional probationary employee does not pass the

probationary period, the employee shall be returned to their previously held position.

E. Annual Advancements

Upon reaching the anniversary date in the present classification, an employee may be eligible for advancement to the next step and may be so advanced upon the recommendation of the Sheriff and approval by the County Manager.

F. Pay Pattern for Change of Level and Transfer

When an employee is promoted to a position allocated to a higher pay range, he/she shall receive the pay rate for the new range consistent with Elko County's Job Descriptions and Classifications Policy Manual. When an employee is transferred to a position in another class allocated to the same salary range, the employee shall continue at the then existing step rate. When an employee is demoted to a position in a class allocated to a lower pay range, the employee shall receive the rate of pay in the step of said range that is commensurate with the date of hire.

G. Longevity Pay

1. Employees with eight (8) years of continuous service are entitled to \$175.00 semi-annually increasing each year thereafter to a maximum of \$1550.00 semi-annually for twenty-five (25) or more years of continuous service.
2. The schedule for longevity pay for employees with performance reviews of standard or better is as follows:

Years of Completed Service	Semi-Annual Amount	Total Annual Amount
8	\$ 175	\$ 350
9	200	400
10	225	450
11	275	550
12	300	600
13	325	650
14	350	700
15	375	750
16	450	900
17	475	950
18	500	1,000
19	525	1,050
20	550	1,100
21	675	1,350
22	700	1,400
23	725	1,450
24	750	1,500
25 or more	775	1,550

3. Longevity pay shall be payable on June 20 and December 20 of each year. An employee will receive the first check during the year following the employee's eighth anniversary year of employment with the COUNTY. If the employment anniversary date falls between January 1 and June 30 of the year, the first check will be June 20. If the anniversary date falls between July 1 and December 31 of

that year, the first check will be December 20.

4. For purposes of longevity pay, continuous COUNTY service is defined as uninterrupted employment in the classified or unclassified service of the COUNTY.
- H. All sergeants shall be paid at the same rate of pay within respective steps, regardless of designation (detention or patrol deputy).
- I. **Lead Officer Assignments**
A Deputy Sheriff will only be assigned to the lead officer in the absence or unavailability of the regularly assigned sergeant. The assignment will be made by the regularly assigned sergeant, or in their absence, by the Sheriff or designee.

ARTICLE 10 – CALL OUT TIME

- A. Any work requirement of an employee on a day when no work is scheduled for the employee or which is not contiguous with the employees scheduled work hours shall be a call out and shall be at least two (2) hours duration and at time and one-half of the regular hourly rate. Work required contiguously with the employee's scheduled work hours shall not be a call out.
- B. Call out time includes, but is not limited to, appearances in court for matters arising out of his/her duty as an employee of the Sheriff's Department.

ARTICLE 11 – PHYSICAL EXAMS

- A. The COUNTY will pay for the physical exams required by law if the employee gets his exam from the physician chosen by the COUNTY. However, if the exam is done by a physician of the employee's choice, the COUNTY will reimburse the employee for the standard amount paid by the COUNTY and the employee shall pay the balance.
- B. Physical exams shall be taken in accordance with law and shall be scheduled by the employee within 30 days before or after the employee's birthday.
- C. The COUNTY shall provide, at no cost to all employees in the bargaining unit, testing for hepatitis (B strain), and vaccines for tuberculosis and tetanus. The COUNTY shall also provide at the time of the physical exam, at no cost to the employee, an aids test if such test is requested by the employee.

ARTICLE 12 – HOLIDAYS AND HOLIDAY PAY

- A. All employees shall receive straight time equivalent to the hours of their regularly scheduled shift for the holidays listed below:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents Day
Memorial Day
Juneteenth

Independence Day
Labor Day
Nevada Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving (Family Day)
Christmas Day;
And any other day, or portion thereof (which shall be a paid holiday for only the portion of the day so declared), that may be declared a holiday by the Board of Elko County Commissioners

- B. Any employee who is required to work on a holiday shall receive his/her regular rate of pay for all hours worked plus 8, 10, or 12 hours of pay at time and one-half the regular hourly rate based on the employee's regularly assigned shift of 8, 10 or 12 hours. Holiday worked may be granted in compensatory time off which can be taken with supervisor approval.
- C. If a holiday falls during the time an employee is on a leave such holiday shall not be charged as leave.
- D. If a holiday falls on an employee's regular day off, he/she shall receive straight time pay based on an employee's regularly scheduled shift.
- E. In addition to the enumerated holidays appearing in paragraph A above, bargaining unit employees shall be entitled to designate one day as a floating holiday. Five (5) working days' advanced notice of the designated floating holiday must be given by the employee to the Sheriff or his designee. The floating holiday shall be forfeited if not taken within the fiscal year. The floating holiday(s) shall be paid at straight time.

ARTICLE 13 – GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute between the COUNTY and the ASSOCIATION arising over the interpretation or application of a specific aspect of this agreement which is not a management right. In that context, the parties have acknowledged the COUNTY'S management right to discharge, discipline, reprimand, suspend without pay, reduce in pay, and/or demote employees for just cause. Thus, such matters are grievances within the meaning of this article, and accordingly are subject to the applicable grievance and/or arbitration provisions of this article. Grievances as defined above shall be resolved pursuant to this article.
- B. An ASSOCIATION grievance committee shall be established consisting of three (3) members. Such committee shall be selected in a manner to be determined by the ASSOCIATION. The purpose of the ASSOCIATION grievance committee is to aid the ASSOCIATION and employee in resolution of grievances or to determine whether to pursue the matter through the grievance procedure.
- C. As used in this article, the term day refers to business days, Monday through Friday, excluding holidays as outlined in this agreement.
- D. **Stages of the Grievance**

STEP 1 - The Informal Stage

If the employee feels he/she has a grievance, he/she shall take up the matter with the immediate supervisor, Lieutenant, within ten (10) days after the employee is aware or should have been aware of the event giving rise to the grievance. The immediate supervisor shall make every attempt to reach an acceptable solution to the grievance within ten (10) days after it has been received. If the grievance has not been resolved within the ten (10) days, the immediate supervisor shall notify the employee and the ASSOCIATION of that fact in writing and the grievance shall proceed to the committee stage.

STEP 2 – The Committee Stage

If the grievance is not resolved in the informal stage, the employee shall deliver the grievance in written form to an ASSOCIATION officer within ten (10) days after delivery of the written notice provided for in Step 1. The grievance committee shall have ten (10) days from the receipt of the grievance in which to assemble, discuss, and render a decision on going forward with the grievance. If the grievance committee decides to go forward with the grievance, it shall deliver the written grievance to the Undersheriff no later than five (5) days following its decision.

1. The written form of the grievance shall consist of:
 - a. The employee's name.
 - b. The employee's position.
 - c. The employee's department.
 - d. A complete statement of the nature of the grievance citing the specific section or sections of this agreement which forms the basis of the grievance.
 - e. A statement of any attempts made to resolve the problem.
 - f. A proposed solution to the grievance.
 - g. The signature of the president or vice-president of the ASSOCIATION.
 - h. The date the grievance arose, the date the employee delivered the grievance to the ASSOCIATION officer as required by this step, and the date the grievance committee made the decision to go forward with the grievance.

STEP 3 – The Management Stage

After the Undersheriff or designee has received the grievance, they shall make every attempt to reach an acceptable solution to the grievance within ten (10) days after it has been submitted to him/her. If the grievance is not resolved within that time period, the grievance shall be forwarded to the Sheriff or his designee and it shall proceed to the administrative stage.

STEP 4 - The Administrative Stage

The Sheriff and/or his designee shall receive the grievance, and the Sheriff and/or their designee shall attempt to reach an acceptable solution to the grievance within ten (10)

days after it has been submitted to him/her. The disposition of the grievance shall be made in writing.

1. For reprimands, sub-standard evaluations, and other discipline not specified in subsection 2 below, the decision of the Sheriff in Step 4 shall be final and binding.
2. For discharge, suspension without pay, demotions, reductions in pay, and grievances involving contract interpretation, the grievance shall proceed further as follows.

STEP 5 - The Arbitration Stage

If the ASSOCIATION desires to submit the matter to arbitration, the parties shall jointly petition the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators. Upon receiving the list, the parties shall alternatively strike names from the list until one name remains, and that person shall serve as the arbitrator. The party to strike first shall be determined by a coin toss.

1. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's authority is limited to the application and interpretation of the provisions of this agreement and the arbitrator shall not have the authority to modify, amend or alter any terms or conditions of this agreement.
2. The arbitrator's decision must:
 - a. Be in writing; and
 - b. Be consistent with Nevada law;
 - c. Set forth findings of fact, reasoning, and the arbitrator's conclusions on the issues submitted.
3. The fees and expenses of the arbitrator shall be borne equally by the parties. 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 transcript, all such fees and costs shall be shared equally.
4. All grievance settlements shall be approved in writing by the Sheriff and the County.
5. The time limits set forth in this article may be extended by mutual agreement of the parties in writing.
6. The time limits set forth in this article shall be strictly construed. If the ASSOCIATION fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied. If the COUNTY fails to respond to the grievance in the time limits set forth, the matter automatically moves to the next step.

ARTICLE 14 – SICK LEAVE

- A.** Employees shall be entitled to sick and disability leave with pay of 1 1/4 working days for each month of service, which shall be cumulative from year to year not to exceed one hundred and fifty (150) working days/maximum one thousand two-hundred (1,200) hours.
- B.** After an employee has accumulated one hundred and fifty (150) working days/maximum one thousand two-hundred (1,200) hours of sick leave credit, the amount of additional unused sick leave which the employee is entitled to carry forward from one year to the next is limited to 1/2 of the regular sick leave accrual during the year. The remaining 1/2 sick leave accrual over one hundred and fifty (150) days/maximum one thousand two-hundred (1,200) hours shall be placed in a separate account to be used by the employee under the following conditions:
1. The employee is suffering, from a long term or chronic illness. The term chronic illness is defined as a disease or ailment that is expected to last for a period of months or years, and it cannot be easily corrected within a short period of time and generally is not of a temporary disabling or incapacitating nature; and
 2. The employee has used all sick leave otherwise available to him/her; and
 3. Approval of the Board of County Commissioners is obtained; and
 4. The request is accompanied by a certification from a physician or other suitably qualified person as to the relative seriousness of the illness, and a projection of the probable length of time the illness will continue; and
 5. Sick leave accumulations in excess of one hundred and fifty (150) working days/maximum one thousand two-hundred (1,200) hours shall not be subject to the sick leave buyout provisions contained in paragraph G of this article.
- C.** An employee separated from service shall earn sick leave only through the last working day for which the employee is entitled to pay. If this date is earlier than the last day of the month, the sick leave with pay shall be prorated.
- D.** An employee is entitled to use sick leave only when incapacitated to perform the duties of his or her position due to sickness or injury, when quarantined, when receiving required medical or dental service or examination, or when there is an illness or death in his/her immediate family.
1. In the event of a serious illness in an employee's immediate family which requires his/her attendance, he/she may use sick leave not to exceed ten (10) days for sickness and five (5) days for bereavement in any one calendar year. As used in this article, immediate family is defined as the employee's spouse, parent, child, sibling, grandparent, grandchild, or immediate in-law. With approval of the Board of County Commissioners, use of additional sick leave for this purpose may be granted.

2. The Board of County Commissioners may approve an exception to this limitation where an employee's attendance is required to provide, participate in, or arrange for intensive care and/or treatment or to receive extensive training in the proper utilization of equipment, techniques and supplies essential for continued maintenance of good health. In this case, the employee submits his request for an exception of the limitation to the Board of County Commissioners. The request must be accompanied by an individual certification from a physician or other suitably qualified person as to the actual need for the employee's participation. The certificate of need must identify the immediate family member's illness and contain an explanation as to:
 - a. Relative seriousness of the illness and a projection of the probable length of time the employee's attendance will be required; and
 - b. The exact role of the employee while in attendance.
 - c. The Sheriff or Board of County Commissioners may request the submittal of supplemental information.
- E.** In the event of a death in the employee's immediate family, he/she may use sick leave not to exceed five (5) working days for each death.
- F.** An employee is entitled to use a maximum of six (6) weeks accumulated sick leave for adoption or maternity leave purposes, regardless of the type of delivery or results of pregnancy. After six (6) weeks of accumulated sick leave has been exhausted, or the total amount of accumulated sick leave is less than six (6) weeks, the employee is entitled to use accumulated vacation leave for adoption or maternity leave purposes. If after sick leave and annual leave is exhausted as provided for herein, the employee is entitled to be placed on leave without pay status for a total adoption or maternity leave period not to exceed twelve (12) weeks. The following provisions must be fully complied with:
 1. A maternity leave may be taken prior to the expected birth of the child.
 2. Maternity leave days taken shall be consecutive, and non-consecutive or less than full maternity leave days shall be allowed only upon a physician's written recommendation and approval.
 3. Pregnancy shall not jeopardize an employee's job or merit status except for leave without pay limitations. The employee shall be responsible for reporting the pregnancy as soon as it is an established fact so that steps may be taken to protect the employee's health or modify her working conditions, and so that any necessary staffing adjustments may be planned.
- G.** Upon separation of an employee from the COUNTY for any reason, the employee shall be entitled to payment for his/her unused sick leave in excess of thirty (30) days (240 hours), according to his/her number of years of Elko County public service as follows:

1. For ten (10) years of service or more, but less than fifteen (15) years, not more than \$3,000.00.
 2. For fifteen (15) years of service or more, but less than twenty (20) years, not more than \$4,000.00.
 3. For twenty (20) years of service or more, not more than \$5,000.00.
- H. An employee who uses five (5) days or less of sick leave during any calendar year may, by written request, elect to be paid at the employee's current hourly rate for the unused sick leave that has accumulated during that calendar year in the ratio of one (1) hour paid for every two (2) hours of sick leave accrued. The sick leave buy out applies only to sick leave accumulated during the applicable calendar year (i.e. a maximum of 3 weeks) and does not apply to prior accumulations. The employee's sick leave account shall be reduced by two (2) hours of accrued sick leave for one (1) hour of sick leave paid. The written request must be received by the Sheriff's Department Office Manager immediately following the last payroll of the year.
- I. An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System ("PERS) and applicable law, may at his or her option convert unused sick leave into service credit PERS at the rate of one (1) hour of service credit for two (2) hours of sick leave, subject to the following conditions and limitations:
1. Employees must have a cumulative total of at least six hundred (600) hours of unused sick leave to be eligible for conversion. An employee who has reached a minimum of six hundred (600) hours of sick leave accrual, who uses five (5) days or less of sick leave during the calendar year may, by written request, elect to purchase service credit in PERS for the unused sick leave that has accumulated during that calendar year in the ratio of one (1) hour of service credit for every two (2) hours of sick leave accrued. The PERS service credit buyout only applies to sick leave accumulated during the applicable calendar year (i.e. a maximum of 3 weeks) and does not apply to prior accumulations. The employee's sick leave account shall be reduced by two (2) hours of accrued sick leave for one (1) hour of service credit paid.
 2. Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a county-approved form, to the County Manager immediately following the last pay period of the calendar year but no later than January 31 of the following year. If the employee meets all of the conditions set forth in the subsection, then the COUNTY shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee. Sick leave traded for PERS service credit shall be in minimum increments of forty (40) hours.
 3. Upon retirement under PERS while employed by the COUNTY, an employee may elect in writing to convert up to a maximum of four hundred (400) hours. Conversion is calculated as hourly rate multiplied by sick leave hours converted equals total dollars available ($400 \times \$28.00 = \$11,200.00$) to purchase a PERS

service agreement.

4. Conversion of sick leave into retirement credits is limited by NRS to a maximum of five years of service credits. If an employee has already purchased five years of service credits they are ineligible to participate in this program. An employee's purchased service credits through this program cannot exceed the five-year limitation.

ARTICLE 15 – GROUP HEALTH INSURANCE

A. Group Health Insurance

All employees regularly working a thirty five (35) hour week or more and after the waiting period provided for by the group health insurance plan (includes medical, prescription, dental and vision coverage), may enroll in the COUNTY's group health plan; provided, however, such employee is not excluded from enrollment by conditions of the insurance contract.

B. County Employee Share of Premium

1. Except as recommended by the Premium Stabilization Committee and approved by the Elko County Commission, the COUNTY shall pay 100% of the cost of the premium for employee only group health and vision insurance for the term of this agreement. Any portion of the employee-only premium paid by the employee shall be by payroll deduction. Future changes determined by the Premium Stabilization Committee will be effective on the Plan renewal date of August 1st.
2. The employee shall be liable for, and pay, by payroll deduction, 100% of the cost of the premium for group health insurance dependent coverage. The dependent deduction premium shall be taken out of an employee's pay, 50% out of each pay check.

C. Premium Stabilization Committee

A Premium Stabilization Committee shall be formed to meet and discuss alternative group health insurance options and programs, including methods and mechanisms that might mitigate the effect of future group health insurance premium increases. The Premium Stabilization Committee shall consist of one (1) representative from the ASSOCIATION and one (1) representative from management. The meetings will take place on mutually agreed upon dates and times.

- D. In the event bargaining unit employees are excluded from the COUNTY group health insurance plan by virtue of job classifications, the COUNTY shall furnish an alternative group health insurance plan for those excluded employees. Any alternative group health insurance plan shall be subject to all other provisions of this article.

The COUNTY will give the ASSOCIATION advance notice of changes in group health insurance coverage or premiums.

ARTICLE 16 – CLOTHING AND EQUIPMENT ALLOWANCE

- A. Unit employees shall receive the following annual clothing and equipment allowance, which shall be paid in equal installments on or about July 1 and January 1 of each contract year.
 - 1. \$1,500.00 per year
- B. The COUNTY will purchase appropriate soft body armor for Unit employees on an as needed basis once every five (5) years in an amount not to exceed \$800.00 per unit. The Unit employees must purchase the soft body armor from a vendor approved by the department. If the cost of the soft body armor exceeds \$800.00 for any reason, the employee will be responsible for the remainder of the cost. Newly hired employees are eligible for \$800.00 and purchase of the soft body armor. However, if the newly hired employee does not complete their probationary period or POST certification, the newly hired employee must reimburse the COUNTY by amortizing the cost of the vest over a twelve (12) month period for the date of hire to date of termination and reimburse the remaining unamortized cost to the department upon separation. Reimbursement will be deducted from the employee's final pay check. Soft body armor purchased by the COUNTY must be an approved NIJ (National Institute of Justice) rated soft body armor. Unit employees will be required to wear COUNTY purchased soft body armor, as a part of the employee's normal uniformed duties (i.e. Uniformed Division's Patrol/Jail), of the day, according to departmental policy and in discretion of the Sheriff.
- C. The COUNTY shall furnish to one (1) set of handcuffs and two (2) breast badges. The type of such equipment shall be approved by the Sheriff.
- D. A CPR mask will be assigned to all bargaining unit employees and one (1) shall be available in the jail.

ARTICLE 17 – SHIFT DIFFERENTIAL

- A. Employees scheduled to work at least six (6) hours between the hours of 6:00 p.m. and 6:00 a.m., including those assigned to a relief shift, shall receive differential pay of \$1.75 per hour for the entire shift, up to twelve (12) hours, if six (6) or more hours are worked between the hours of 6:00 p.m. and 6:00 a.m.

If employees, including those assigned to a relief shift, are scheduled to work less than six (6) hours between the hours of 6:00 p.m. and 6:00 a.m., they shall receive shift differential of \$1.75 per hour for the hours worked within that time period.

In the event a relief shift is scheduled for less than twelve (12) hours, if one half of the relief shift falls between the hours of 6:00 p.m. and 6:00 a.m., the employee shall receive shift differential pay of \$1.75 per hour for the entire shift worked. If less than one-half of the scheduled shift falls between the hours of 6:00 p.m. to 6:00 a.m., the employee shall receive shift differential pay for each hour worked within that time period.

- B. A relief shift shall be defined as any scheduled shift outside the terms agreed upon in the MOU between Elko County and the Elko County Sheriff Sergeants' Association.

- C. The shift differential shall apply to employees scheduled during the 6:00 p.m. to 6:00 a.m. hours even though they are on annual or sick leave, holidays, or other paid leave provided the employee is assigned to that shift when the leave or holiday is taken.

ARTICLE 18 – 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 COUNTY service.
2. Leave without pay of less than ninety (90) days may be granted by the County Manager.
3. Leave without pay of ninety (90) days or more may be granted for the good of the public service as determined by the Board of County Commissioners.
4. The employee shall retain his/her status as a public employee and shall retain his/her leave and benefits accrued prior to the leave.

B. Military Leave

1. Leave is granted to an employee for authorized military training duties in compliance with applicable Nevada and federal law.

C. 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 county 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.

D. Unauthorized Absence

1. An unauthorized absence from work shall be treated as leave without pay and may be a cause for disciplinary action.
2. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from COUNTY employment.

ARTICLE 19 – LAYOFF PROCEDURE

- A. If a layoff or reduction in force occurs, the Sheriff will determine the classifications affected. Layoffs within a classification will be determined by seniority. All non-regular

employees of the department 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 thirty (30) calendar days prior to the effective date of the layoff.
- C. Upon being laid off, an employee may elect demotion temporarily to any lower classification covered by this agreement provided the employee can perform the job, and provided the employee has more seniority than the employee in the lower classification.
- D. The names of employees laid off shall be placed on the re-employment list within the department which the layoff occurred in reverse order of termination.
- E. Employees who are re-employed within twelve (12) calendar months 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. For layoffs occurring after ratification and approval of successor agreement. Seniority for the purposes of this article is defined as length of service with the Elko County Sheriff's Department in a position/classification covered under this contract whether the employee is an active ASSOCIATION member or not.

ARTICLE 20 – ASSOCIATION AFFAIRS

- A. An employee may utilize annual leave for ASSOCIATION functions including attendance at conventions, conferences, and seminars, subject to prior approval of the Sheriff.
- B. The ASSOCIATION is allowed paid release time without deduction from annual leave for up to two (2) on-duty employee representatives designated by the ASSOCIATION to attend negotiations scheduled with COUNTY representatives during work hours and up to one (1) on-duty employee representative designated by the ASSOCIATION to attend grievance meetings with COUNTY representatives during work hours subject to the operational requirements of the Sheriff's Department as determined by the Sheriff or designee. Such paid release time requires pre-approval and only applies to meetings scheduled during the employee representatives' regular work hours and terminates at the end of the employees' regularly assigned shift.
- C. Upon receipt of written authorization voluntarily executed by an employee, the COUNTY will deduct ASSOCIATION dues from the salary of an employee who so requests. The parties shall agree upon the form of the written authorization.
- D. The ASSOCIATION shall indemnify and hold the COUNTY harmless against all claims, demands, costs (including attorney's fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which arise or may arise out of or by reason of any action taken or not taken by the COUNTY pursuant to paragraph C above.
- E. The COUNTY shall provide adequate space in a conspicuous location at each departmental facility for a bulletin board for the use of the ASSOCIATION to enable employees in the bargaining unit to see notices posted thereon. The bulletin board(s) shall be provided by the ASSOCIATION and shall remain the property of the

ASSOCIATION.

1. All notices which appear on the bulletin board shall be posted by the highest-ranking local ASSOCIATION official in the bargaining unit, and shall relate to items of interest to the members. Such notices relating to the following matters may be posted without the necessity of receiving the Sheriff's prior written approval:
 - a. ASSOCIATION recreational and social affairs.
 - b. Notice of ASSOCIATION meetings.
 - c. ASSOCIATION officers and committee appointments.
 - d. Notice of ASSOCIATION elections.
 - e. Results of ASSOCIATION elections.
 - f. Reports of standing committees and independent arms of the ASSOCIATION.
 2. All other notices of any kind not covered by (a) through (f) above, must receive the prior written approval of the Sheriff.
- F. The Sheriff, or his/her, designee, together with a representative from the Board of Elko County Commissioners, and a committee consisting of not more than three (3) ASSOCIATION representatives, may meet monthly or less frequently when mutually agreed. The meetings will commence on mutually agreed upon dates, and shall be for the purpose of:
1. Discussing the administration of this agreement.
 2. Informally exchanging general information of interest to the parties.
 3. Giving the ASSOCIATION representatives the opportunity to share the views of their members, and/or make suggestions on subjects of interest to their members.
 4. The time spent by ASSOCIATION representatives who attend such meetings shall not be considered hours worked. However, ASSOCIATION representatives who attend will be compensated for the first hour of attendance at labor/management meetings, when such meetings occur during the employee's regularly scheduled shift.

ARTICLE 21 – EDUCATIONAL INCENTIVES

- A. Upon prior written approval of the courses to be taken the Sheriff or designee shall see that the COUNTY reimburses full tuition and required lab fees for courses taken by an

employee at an accredited college or university or for correspondence courses completed from an accredited school, college or university, provided such course directly applies to the employee's employment with the Elko County Sheriff's Department. The reimbursed cost of the tuition and lab fees will be equal to the cost per credit hour set each semester by Great Basin College for lower division classes and upper division classes. The employee must receive a grade of C or better in order to receive reimbursement. Such courses shall not exceed six (6) credits per semester.

- B. The employee shall pay for books and all other charges.
- C. The employee will receive reimbursement by presenting a receipt for tuition and a copy of each semester's grades to the Sheriff or designee within sixty (60) days after the completion of each semester.

D. Educational Incentive Pay

1. *Intermediate Level.* Employees who obtain a Nevada POST Intermediate Certificate shall be compensated with a one-time bonus of \$250.00.
2. *Advanced Level.* Employees who obtain a Nevada POST Advanced Certificate shall be compensated with a one-time bonus of \$375.00.
3. *Management Level.* Employees who obtain a Nevada POST Management Certificate shall be compensated with a onetime bonus of \$750.00.
4. The payments called for in this paragraph are not retroactive, and thus do not apply to current employees who hold such certificates.

ARTICLE 22 – LUNCH AND REST BREAKS

A. Rest Periods

Employees will be allowed one fifteen (15) minute paid rest period during the first four (4) hours of their shift, and one fifteen (15) minute paid rest period during the second four (4) hours of their shift.

B. Lunch Breaks

All bargaining unit employees shall receive a paid lunch period of forty-five (45) minutes.

ARTICLE 23 – NO STRIKES/NO LOCKOUTS

- A. The ASSOCIATION and the employees covered by this agreement agree that they will not directly or indirectly promote, sponsor, engage in, participate in or against the COUNTY, any strike as defined in NRS 288.070 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 COUNTY, regardless of the reason for so doing. Further, the ASSOCIATION will use it best efforts to require all employees covered by this agreement to comply with this pledge.
- B. The COUNTY 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 24 – FIELD TRAINING OFFICER

- A. An employee who the Sheriff selects in writing to perform field training officer duties shall receive \$.75 per hour in addition to the employee's straight-time hourly rate of pay for the period of time such work is performed.
- B. In order to qualify for the premium provided herein, the field training officer must be certified in the particular field of instruction and the intended purpose of such training would be to certify those employees being trained. On-the-job training does not qualify for the premium provided herein.

ARTICLE 25 – PERSONAL PROPERTY REPLACEMENT OR REPAIR

- A. The COUNTY shall provide for the reasonable and customary cost of replacing or repairing, or shall replace or repair an employee's prescription glasses, contact lenses, watches, and weapons damaged in the performance of duty.
- B. The cumulative amount which the COUNTY will provide to the bargaining unit for repair, replacement or reimbursement of items covered by this article shall not exceed \$1,500.00 per fiscal year. Such amount shall not be cumulative. Thus, any amount not utilized in any fiscal year may not be carried over to the following fiscal year. Request for replacement or reimbursement in excess of the \$1,500.00 fiscal year limit may be made to the Board of County Commissioners, whose decision shall be final and binding.

ARTICLE 26 – BI-LINGUAL PAY

Employees possessing relative fluency in a language other than English may qualify for foreign language duty. Employees who qualify for foreign language duty will receive a stipend of seventy-five dollars (\$75.00) per month, when the following criteria are met:

1. The Sheriff, at his or her discretion, approves the employee in writing for foreign language duty. Employees shall not be denied for whim or capricious reasons.
2. The employees using foreign language skills during his or her own regular duties, including call outs;
3. The employee makes a written request to participate in the foreign language duty; and
4. The employee establishes that he or she possesses sufficient fluency in the language by demonstrating conversational fluency, which will be evaluated by a County approved interpreter or language assessment program.

The County shall issue a proficiency test to employees who request to participate in the foreign language duty program set out within this provision. Issuance of the proficiency test shall occur at a time and place as determined by the County.

To remain eligible for foreign language duty, employees must maintain proficiency in the language. Proficiency shall be demonstrated every two (2) years.

ARTICLE 27 – DISCHARGE, SUSPENSION, DEMOTION AND REDUCTION IN PAY

- A. The COUNTY shall not discharge, demote, suspend or reduce in pay a non-probationary employee without just cause. The COUNTY shall notify employees affected and the ASSOCIATION's grievance committee of all such disciplinary actions taken.
- B. Nothing shall be used against an employee in a discharge, demotion, suspension or reduction in pay action unless the employee has been notified in writing of the intended action.
- C. An employee may appeal a discharge, demotion, suspension, or reduction in pay through the agreement's grievance procedure which shall be the exclusive remedy for the appeal of disciplinary actions.

ARTICLE 28 – GROUP LIFE INSURANCE

The COUNTY shall pay 100% of the cost of the premium for a \$20,000.00 group term life insurance policy for employees covered by this agreement.

ARTICLE 29 – SHIFT BIDDING

Each unit employee will be allowed to bid for the shift assignment of their choice; however the final selection for the shift assignment will be made by the Sheriff, or his designee, and be made in the Sheriff's discretion. When making the final selection for the shift assignment, the Sheriff, or his designee, shall consider relevant factors, including, but not limited to, seniority, prior assignments to a particular shift, and the scheduling needs of the department. The provisions of this article shall not be subject to the grievance procedure contained in Article 13.

ARTICLE 30 – LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this agreement, the COUNTY is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

ARTICLE 31 – PHYSICAL FITNESS

Employees who successfully complete the voluntary physical fitness evaluation adopted by Nevada POST for category 1 thru 3 POST certification administered by the Elko County Sheriff's Office, shall receive \$250 the first full pay period after completion of the test. A signature by the Sheriff on the physical fitness evaluation form and request for payment will satisfy the COUNTY's need for proof of completion. The standards for successful completion of the physical fitness evaluation and any denial are not negotiable or subject to the negotiated grievance procedure.

ARTICLE 32 – INTEGRATION AND SAVINGS CLAUSES

- A. This agreement is the entire agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the term of this agreement except as provided in paragraph B below.
- B. This agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.

ARTICLE 33 – CANINE DEPUTIES

Effective the first full pay period following ratification and approval employees assigned and certified as Canine Deputies/handlers will be provided adequate paid time as determined by the Sheriff or designee to maintain any required certifications for the handler and the canine. Paid time outside of the Canine Deputy's regular work schedule must be pre-approved by the Sheriff or designee. Employees assigned as Canine Deputies will be paid four (4) hours per week (7 days) at regular rate (overtime rate if exceed 40 hours per week) for care and feeding of the canine housed at the deputy's personal residence. Any additional paid time for care and feeding of the canine must be preapproved by the Sheriff or designee.

ARTICLE 34 – DRUG TESTING

The County's drug and alcohol testing policy shall be in effect. The parties will meet and confer if substantial changes regarding discipline are proposed by the County. However, if State or Federal law requires the County to make changes, they will be implemented as required and within applicable time frames, with notification to the Association. Nothing in this article shall preclude an employee or the Association from appealing disciplinary action and subject to Article 13.

ARTICLE 35 – DURATION OF AGREEMENT

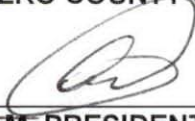
- A. This agreement shall be effective as of July 1, 2020, and shall remain in full force and effect until June 30, 2025. Article 9 – Salary may be reopened if the CPI (for all urban consumers) exceeds an average of 8% in each for the previous 12 months. Notice must be provided February 1 for the following fiscal year. Article 15 - Group Health Insurance may be reopened by either party during the term of this agreement to negotiate over premiums and/or benefit levels any negotiations regarding an insurance re-opener are subject to the requirements of NRS Chapter 288 and impasse procedures. Any notification of reopening Article 15 must be provided to the other party not later than July 1st of the fiscal year in which the premiums and/or benefit levels are proposed to be changed. The County may reopen this Agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).
- B. Either party wishing to modify and/or terminate this agreement other than the Article 9 or Article 15 re-opener addressed above shall notify the other party in writing on or before February 1, 2025.

IN WITNESS WHEREOF, the COUNTY and the ASSOCIATION have caused this labor agreement to be duly executed by their authorized representatives this 24th day of June, 2022.



DELMO ANDREOZZI, CHAIRMAN
BOARD OF ELKO COUNTY COMMISSIONERS

Date: 7/22/2022



JOSH OLDHAM, PRESIDENT *CALVERD WILLIAMS*
ELKO COUNTY SHERIFF SERGEANTS' ASSOCIATION

Date: 7/19/22

ATTEST



KRIS JAKEMAN
ELKO COUNTY CLERK

Date: 7.22.22

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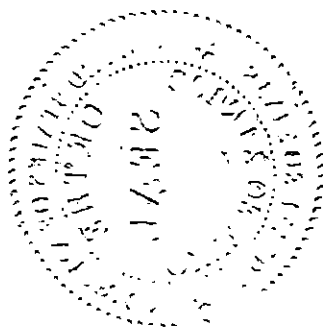


EXHIBIT A – WAGES

FY2021 – No base salary adjustment.

FY2022 – No base salary adjustment.

FY2023 – Effective July 1, 2022

FY23 SALARY SCHEDULE

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
E14	\$ 31.33	\$ 32.91	\$ 34.48	\$ 36.04	\$ 37.61	\$ 39.18	\$ 40.74	\$ 42.31	\$ 43.87	\$ 45.44