

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, 2019 THROUGH JUNE 30, 2022



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## 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:

Corporal

Patrol II

Patrol I



## 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

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.

The adoption of the "7(K)" partial overtime exemption does not modify the overtime provisions contained in Sections A. and B. of this Article.

1. An employee who desires transitional duty for a non-work related injury, illness, or other medical reason, must make a request to the Police Chief. A letter requesting transitional duty must be submitted and approved by the Police chief prior to the first day of transitional duty worked.

2. 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. Lunch will not be paid for transitional duty positions. Unless otherwise agreed upon, Employees on transitional duty shall have weekends and holidays off. Transitional duty is typically assigned 0800-1700 with an unpaid lunch. Previous work schedule is not in place while on non-work related transitional duty. Compensatory time or annual leave may be converted at Employee discretion, to reach 84 hour schedule for those Employees working 84 hour patrol schedule.

C. Unless otherwise determined by the City in good faith, the work schedules for Detective Corporals 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 Corporals, 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 Corporals 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.

- G. Any hours of work or training officially ordered in excess of the employee's basic work period shall constitute overtime and shall be paid on a time-and-one-half basis.
- H. In accordance with 29 C.F.R. 785.39, FLSA Regulations, and the Portal to Portal Act, if an employee is traveling away from home for work-related purposes, the employee will be compensated if the time of travel occurs during their regularly scheduled work hours. Travel time as a passenger on an airplane, train, boat, bus, or automobile, is not compensable if it occurs outside the employee's regular work hours. If the employee is a driver of a vehicle traveling away from home for work-related purposes, the travel time is compensable regardless of the day of the week, but only during the same hours as would be compensable during a normal workday.

## 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, schedule adjustment due to training and/or shift changes, 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 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 84 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: 14 hours per month of actual service to a maximum accumulation of 252 hours.
- 61 - 180 months continuous service: 16 hours per month of actual service to a maximum accumulation of 294 hours.
- 181 or more months continuous service: 17 hours per month of actual service to a maximum accumulation of 320 hours.
- D. Annual leave may not be accumulated above the maximum. Employees with scheduled annual leave who are unable to take their leave due to cancellation by the Police Chief, because of scheduling needs or

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).

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, employee 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

## 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



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 classification, 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, employee shall receive the probationary rate per Exhibit A. Upon satisfactory completion of six (6) full months of the twelve (12) month probationary period, employee 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 Police Chief, 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 Police Chief, with the approval of the City Manager, to a salary not to exceed that from which employee 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, shall not be credited as full

ARTICLE 11

PERFORMANCE EVALUATIONS AND PROBATIONARY EMPLOYEES

- A. Performance evaluations will be conducted for newly hired employees every month upon successful completion of the Field Training Program, during the first twelve months of employment. Employees participating in the Field Training Program will receive Daily Observation Reports to evaluate their performance. Performance evaluations for all other employees are conducted on the employee's anniversary date. 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.
- B. Employees promoted into the classifications of Corporal, shall serve a twelve (12) month probationary period. Performance evaluations will be conducted for newly promoted Corporals every three (3) months, until completion of probation, and annually thereafter. A salary increase in the amount to equal the full Step 2 rate for the position of Corporal where applicable shall be granted to employees promoted into the classification of Corporal after six (6) months full-time service in the position.
- C. Lateral Pay: An employee who is hired with two (2) through up to seven (7) years of current non-federal, POST certified law enforcement experience, shall start at Patrol I, and a probationary

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 employee's 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 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 may appoint a Safety Committee which may submit safety recommendations to the Police Chief and City Manager. Upon receipt of the Association's recommendation and/or report, the Police Chief 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

ARTICLE 15

CALL OUT TIME

- A. The definition of "call-out" pursuant to the collective bargaining agreement differs from the definition of "call-back" pursuant to the Official Policies of the State of Nevada Retirement System (PERS). Whereas the term "call-out" is defined by the collective bargaining agreement as any work required of an employee on a day when no work was scheduled for employee, or for which employee is required to return to employee's place of employment, shall be considered to be at least two (2) hours in duration, and shall be compensated at the overtime rate of pay (1½ times the employee's regular rate of pay). Work required contiguously with the employee's scheduled work hours shall not be considered a call-out, but shall be compensated at the overtime rate of pay.
- B. Conversely, "call-back" pay is defined by PERS as compensation earned for returning to duty after an employee has completed employee's regular shift, is off-duty for any period of time, and is requested to return to duty with less than twelve (12) hours' notice. Employees who are held over on their regular shift, or who are requested to return to duty at a time that is more than twelve (12) hours after notice is given do not qualify for "call-back" pay. When completing time sheets, employees shall designate the amount of notice given in any call-out situation, so as to determine eligibility for PERS "call-back" pay.
- C. Scheduled physical examinations and physical fitness testing are not considered call-out time.

ARTICLE 17

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 1st day of July, 2019, and shall remain in full force and effect until June 30, 2022. Except as otherwise provided in NRS 288.155, this Agreement 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, 2022.

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), or on a Memo on Police Department letterhead, 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's 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

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



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 employee's grievance with the immediate supervisor up to and including the Police Chief 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 Police Chief or his designee.

**STEP 3:** The Police Chief 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 Police 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

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 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 one day, for each of 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. Patrol Corporals and Patrol Officers who are regularly scheduled to work twelve (12) hour rotating shifts, if scheduled to work a holiday listed in this article, will receive holiday pay for hours actually worked on the calendar date of the holiday.

- C. For employees regularly assigned to work eight (8) hour and/or ten (10) hour shifts (i.e. Detectives and SRO's), if a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. If a holiday falls on a Sunday, the Monday following will be observed as the holiday, unless an alternative is authorized by the

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, schedule adjustment due to training and/or shift changes, 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 14 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>
7/1/2019	up to 1,800

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 employee is entitled to carry forward from one year to the next is limited to one-half of the sick leave

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 Police Chief, or his designee, of the reason for such absence. If the duration of the illness lasts longer than one (1) day, the employee

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

## 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 24

CLOTHING AND EQUIPMENT ALLOWANCE

- A. All unit employees shall receive the following clothing and equipment allowance: \$2,200.00 annually. Officers who perform a special assignment in the SWAT, Bike Patrol, K9, Honor Guard, and Bomb Squad 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 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 Police Chief 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, retire, unable to perform the duties because of chronic or permanent disability, or die.
- F. For employees whose equipment is made unavailable to them due to evidentiary purposes, or in the event their equipment is stolen while it is being stored at a law enforcement facility, the



ARTICLE 25

COST OF LIVING ADJUSTMENTS

- A. Effective July 1, 2017, the salary schedules for all unit employees shall be increased by 2.6% from the prior year ending June 30, 2019, be as set forth in Exhibit A,
- B. Effective July 14, 2019, the salary schedules for all unit employees shall be decreased by 1.0% to reflect the increase in the public Employees Retirement System for Police and Firefighters (PERS) retirement rate of 2.0%, as set forth in Exhibit A. Pursuant to NRS 286.421.3 the rate of increase shall be shared equally by the employer and employee.
- C. Effective July 1, 2020, the salary schedules for all unit employees shall be increased by 2.5% from the prior year ending June 30, 2020, as set forth in Exhibit A.
- D. Effective July 2, 2021, the salary schedules for all unit employees shall be increased by 3.0% from the prior year ending June 30, 2021, as set forth in Exhibit A.
- E. Pursuant to N.R.S. 286.421.3 and Article 9 of the Collective Bargaining Agreement, any additional retirement contribution rate increases (or decreases) shall be shared equally between the employer and the employee.

# 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 be paid to any employee regularly assigned to the night shift schedule, for hours not worked due to annual leave, comp time used, holiday and/or sick leave, for up to ten (10) consecutive shifts. The shift differential will no longer be paid commencing on the 11<sup>th</sup> shift.

The shift differential shall be paid to any employee regularly assigned to the night shift schedule, for hours not worked due to work related injury leave, for up to thirty (30) consecutive shifts. The shift differential will no longer be paid commencing on the 31<sup>st</sup> shift.

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 employee's 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 employee 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 employee's 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 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 four (4) months. Employees shall bid August 1<sup>st</sup> for the January through April rotation, to be posted on September 1<sup>st</sup>. Employees shall bid December 1<sup>st</sup> for the May through August schedule, to be posted on January 1<sup>st</sup>. Employees shall bid April 1<sup>st</sup> for the September through December schedule, to be posted on May 1<sup>st</sup>.

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. For the purposes of this article only, seniority shall be determined based upon the employee's time in the rank of Corporal. All other positions per shift will be based upon the employee's date of hire as a full-time Patrol Officer. For purposes of bidding of shift assignments, a shift shall be defined as, A Shift, B Shift, C Shift, and D Shift. A and C Shifts shall be designated Day Shifts; B and D Shifts shall be designated Night Shifts. Each shift will include at least one Patrol Sergeant and one Patrol Corporal. K9 Officers may not bid for the same shift.

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 Police Chief 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, excluding those employees on probation due to promotion, 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 60 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 Police Chief, 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.

3. After reimbursement, any books, which are purchased, shall be turned into the City for future use by all employees.
- C. The City's financial support of an employee's continuing education shall not be construed as a guarantee of a job assignment or promotion.
  - D. When an officer is eligible for any advanced certifications, upon written request by the officer, the Police Chief, 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, annual leave, or compensatory time off for Association functions including attendance at conventions, conferences, seminars, and any meetings held during scheduled work hours in which discussion of Association business occurs, subject to prior approval of the supervising Sergeant, Police Chief and/or 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, annual leave, or compensatory time off, 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 Police Chief or his/her designated representative.
  - 1. To establish an Association Leave Bank for the uses defined above, a represented employee may contribute employee's 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 five (5) years of service and reached Step 7 in the Patrol I, unless hired pursuant to Article 11, Paragraph C. Advancement will be made on the first day of the payroll period following the employee's promotion/anniversary date.
- B. Vacancies which occur in the Corporals classification 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 Police Chief, the Police Chief may advertise externally. A selection will be made based upon qualifications of both internal and external candidates.
  - 5. The Police Chief, 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, School Resource 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%
School Resource Officer (SRO)	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. School Resource Officers shall receive the salary increase only during the pay periods in which school is in session, to include winter and spring break, as determined by the Elko County School District Calendar.

- 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 Police Chief, 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 the 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.
- 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 prior to October 31 of each year, using a testing/scoring standard established by Nevada P.O.S.T. Employees must attain a passing score in order to receive a \$500.00 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.

- D. 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.
- E. 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.
- F. 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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

G. 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 STIPEND

- 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 a stipend of \$25.00 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 a stipend of \$25.00 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 \_\_\_\_ day of  
\_\_\_\_\_, 2020.

CITY OF ELKO

ELKO POLICE OFFICERS PROTECTIVE  
ASSOCIATION

By   
Reece Keener, Mayor

By \_\_\_\_\_  
Steve Spring, President

ATTEST:

ATTEST:

\_\_\_\_\_  
Kelly Wooldridge, City Clerk

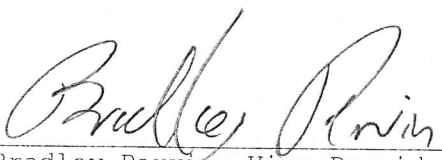
  
Bradley Parvin, Vice-President

Exhibit A

Effective July 1, 2019-July 13, 2019								
COLA	2.6%							
Base Rate Only *	Hours Worked	Probationary Rate/Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Police Corporal - 2184</b>	2184							
% Increase			1.750%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 83,544.12	\$ 85,006.08	\$ 86,493.61	\$ 88,007.34	\$ 89,547.49	\$ 91,114.51	\$ 92,709.05
Hourly Rate		38.2528	38.9222	39.6033	40.2964	41.0016	41.7191	42.4492
Per Pay Period Amount		\$ 3,213.24	\$ 3,269.46	\$ 3,326.68	\$ 3,384.90	\$ 3,444.13	\$ 3,504.40	\$ 3,565.73
<b>Detective Corporal - 2080</b>	2080							
% Increase			1.750%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 79,565.82	\$ 80,958.18	\$ 82,374.86	\$ 83,816.51	\$ 85,283.33	\$ 86,775.73	\$ 88,294.34
Hourly Rate		38.2528	38.9222	39.6033	40.2964	41.0016	41.7191	42.4492
Per Pay Period Amount		\$ 3,060.22	\$ 3,113.78	\$ 3,168.26	\$ 3,223.71	\$ 3,280.13	\$ 3,337.53	\$ 3,395.94
<b>Patrol Officer II - 2184</b>	2184							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	5.000%
Annual Rate		\$ 70,696.74	\$ 74,231.54	\$ 75,530.58	\$ 76,852.34	\$ 78,197.25	\$ 79,565.74	\$ 83,544.12
Hourly Rate		32.3703	33.9888	34.5836	35.1888	35.8046	36.4312	38.2528
Per Pay Period Amount		\$ 2,719.11	\$ 2,855.06	\$ 2,905.02	\$ 2,955.86	\$ 3,007.59	\$ 3,060.22	\$ 3,213.24
<b>Detective/SRO II - 2080</b>	2080							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	5.000%
Annual Rate		\$ 67,330.22	\$ 70,696.70	\$ 71,933.89	\$ 73,192.70	\$ 74,473.57	\$ 75,776.90	\$ 79,565.82
Hourly Rate		32.3703	33.9888	34.5836	35.1888	35.8046	36.4312	38.2528
Per Pay Period Amount		\$ 2,589.62	\$ 2,719.10	\$ 2,766.69	\$ 2,815.10	\$ 2,864.37	\$ 2,914.50	\$ 3,060.22
<b>Patrol Officer I - 2184</b>	2184							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 59,684.35	\$ 62,668.57	\$ 63,765.37	\$ 64,881.18	\$ 66,016.64	\$ 67,171.98	\$ 68,347.41
Hourly Rate		27.3280	28.6944	29.1966	29.7075	30.2274	30.7564	31.2946
Per Pay Period Amount		\$ 2,295.55	\$ 2,410.33	\$ 2,452.51	\$ 2,495.43	\$ 2,539.10	\$ 2,583.54	\$ 2,628.75
<b>Detective/SRO I - 2080</b>	2080							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 56,842.24	\$ 59,684.35	\$ 60,728.93	\$ 61,791.60	\$ 62,872.99	\$ 63,973.31	\$ 65,092.77
Hourly Rate		27.3280	28.6944	29.1966	29.7075	30.2274	30.7564	31.2946
Per Pay Period Amount		\$ 2,186.24	\$ 2,295.55	\$ 2,335.73	\$ 2,376.60	\$ 2,418.19	\$ 2,460.51	\$ 2,503.57

Schedule represents approximately 1.75% between Steps 2 - 6, except Patrol II Step 7 represents approximately 5% between Step 6-7

Patrol II Probationary Rate (Step 1) applicable to Lateral Transfers Only; Internal Patrol I to Patrol II advancement serves no probationary period

Advancement to Patrol II requires a minimum of 5 years of service and attainment of Patrol I Step 7

Advancement to Patrol II Step 7 requires a minimum of 15 years of service, Advanced POST

Certificate, and attainment of Patrol II Step 6

Schedule absorbs all previous certificate pay & differentials

Corporal Probationary Rate equals Step 7 of Patrol Officer II

Effective July 14 2019-June 30, 2020								
PERS Adjustment	-1.0%							
Base Rate Only *	Hours Worked	Probationary Rate/Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Police Corporal - 2184</b>	2184							
% Increase			1.750%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 82,708.74	\$ 84,156.07	\$ 85,628.74	\$ 87,127.19	\$ 88,651.84	\$ 90,203.35	\$ 91,781.94
Hourly Rate		37.8703	38.5330	39.2073	39.8934	40.5915	41.3019	42.0247
Per Pay Period Amount		\$ 3,181.11	\$ 3,236.77	\$ 3,293.41	\$ 3,351.05	\$ 3,409.69	\$ 3,469.36	\$ 3,530.07
<b>Detective Corporal - 2080</b>	2080							
% Increase			1.750%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 78,770.22	\$ 80,148.64	\$ 81,551.18	\$ 82,978.27	\$ 84,430.32	\$ 85,907.95	\$ 87,411.38
Hourly Rate		37.8703	38.5330	39.2073	39.8934	40.5915	41.3019	42.0247
Per Pay Period Amount		\$ 3,029.62	\$ 3,082.64	\$ 3,136.58	\$ 3,191.47	\$ 3,247.32	\$ 3,304.15	\$ 3,361.98
<b>Patrol Officer II - 2184</b>	2184							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	5.000%
Annual Rate		\$ 69,989.77	\$ 73,489.20	\$ 74,775.36	\$ 76,084.01	\$ 77,415.37	\$ 78,770.11	\$ 82,708.52
Hourly Rate		32.0466	33.6489	34.2378	34.8370	35.4466	36.0669	37.8702
Per Pay Period Amount		\$ 2,691.91	\$ 2,826.51	\$ 2,875.98	\$ 2,926.31	\$ 2,977.51	\$ 3,029.62	\$ 3,181.10
<b>Detective/SRO II - 2080</b>	2080							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	5.000%
Annual Rate		\$ 66,656.93	\$ 69,989.71	\$ 71,214.62	\$ 72,460.96	\$ 73,728.93	\$ 75,019.15	\$ 78,770.02
Hourly Rate		32.0466	33.6489	34.2378	34.8370	35.4466	36.0669	37.8702
Per Pay Period Amount		\$ 2,563.73	\$ 2,691.91	\$ 2,739.02	\$ 2,786.96	\$ 2,835.73	\$ 2,885.35	\$ 3,029.62
<b>Patrol Officer I - 2184</b>	2184							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 59,087.46	\$ 62,041.76	\$ 63,127.43	\$ 64,232.10	\$ 65,356.20	\$ 66,499.96	\$ 67,663.81
Hourly Rate		27.0547	28.4074	28.9045	29.4103	29.9250	30.4487	30.9816
Per Pay Period Amount		\$ 2,272.59	\$ 2,386.22	\$ 2,427.98	\$ 2,470.47	\$ 2,513.70	\$ 2,557.69	\$ 2,602.45
<b>Detective/SRO I - 2080</b>	2080							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 56,273.78	\$ 59,087.39	\$ 60,121.36	\$ 61,173.42	\$ 62,244.00	\$ 63,333.30	\$ 64,441.73
Hourly Rate		27.0547	28.4074	28.9045	29.4103	29.9250	30.4487	30.9816
Per Pay Period Amount		\$ 2,164.38	\$ 2,272.59	\$ 2,312.36	\$ 2,352.82	\$ 2,394.00	\$ 2,435.90	\$ 2,478.53

Schedule represents approximately 1.75% between Steps 2 - 6, except Patrol II Step 7 represents approximately 5% between Step 6-7

Patrol II Probationary Rate (Step 1) applicable to Lateral Transfers Only; Internal Patrol I to Patrol II advancement serves no probationary period

Advancement to Patrol II requires a minimum of 5 years of service and attainment of Patrol I Step 7

Advancement to Patrol II Step 7 requires a minimum of 15 years of service, Advanced POST

Certificate, and attainment of Patrol II Step 6

Schedule absorbs all previous certificate pay & differentials

Corporal Probationary Rate equals Step 7 of Patrol Officer II

**Effective July 1, 2020-June 30, 2021**

COLA	2.5%							
Base Rate Only *	Hours Worked	Probationary Rate/Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Police Corporal - 2184</b>	2184							
% Increase			1.750%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 84,776.55	\$ 86,260.14	\$ 87,769.72	\$ 89,305.73	\$ 90,868.60	\$ 92,458.77	\$ 94,076.89
Hourly Rate		38.8171	39.4964	40.1876	40.8909	41.6065	42.3346	43.0755
Per Pay Period Amount		\$ 3,260.64	\$ 3,317.70	\$ 3,375.76	\$ 3,434.84	\$ 3,494.95	\$ 3,556.11	\$ 3,618.34
<b>Detective Corporal - 2080</b>	2080							
% Increase			1.750%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 80,739.57	\$ 82,152.51	\$ 83,590.21	\$ 85,053.07	\$ 86,541.52	\$ 88,055.97	\$ 89,597.04
Hourly Rate		38.8171	39.4964	40.1876	40.8909	41.6065	42.3346	43.0755
Per Pay Period Amount		\$ 3,105.37	\$ 3,159.71	\$ 3,215.01	\$ 3,271.27	\$ 3,328.52	\$ 3,386.77	\$ 3,446.04
<b>Patrol Officer II - 2184</b>	2184							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	5.000%
Annual Rate		\$ 71,739.60	\$ 75,326.60	\$ 76,644.86	\$ 77,986.05	\$ 79,350.84	\$ 80,739.42	\$ 84,776.33
Hourly Rate		32.8478	34.4902	35.0938	35.7079	36.3328	36.9686	38.8170
Per Pay Period Amount		\$ 2,759.22	\$ 2,897.18	\$ 2,947.88	\$ 2,999.46	\$ 3,051.96	\$ 3,105.36	\$ 3,260.63
<b>Detective/SRO II - 2080</b>	2080							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	5.000%
Annual Rate		\$ 68,323.42	\$ 71,739.62	\$ 72,995.10	\$ 74,272.43	\$ 75,572.22	\$ 76,894.69	\$ 80,739.36
Hourly Rate		32.8478	34.4902	35.0938	35.7079	36.3328	36.9686	38.8170
Per Pay Period Amount		\$ 2,627.82	\$ 2,759.22	\$ 2,807.50	\$ 2,856.63	\$ 2,906.62	\$ 2,957.49	\$ 3,105.36
<b>Patrol Officer I - 2184</b>	2184							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 60,564.72	\$ 63,593.06	\$ 64,706.02	\$ 65,838.43	\$ 66,990.71	\$ 68,163.08	\$ 69,355.98
Hourly Rate		27.7311	29.1177	29.6273	30.1458	30.6734	31.2102	31.7564
Per Pay Period Amount		\$ 2,329.41	\$ 2,445.89	\$ 2,488.69	\$ 2,532.25	\$ 2,576.57	\$ 2,621.66	\$ 2,667.54
<b>Detective/SRO I - 2080</b>	2080							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 57,680.69	\$ 60,564.82	\$ 61,624.78	\$ 62,703.26	\$ 63,800.67	\$ 64,917.22	\$ 66,053.31
Hourly Rate		27.7311	29.1177	29.6273	30.1458	30.6734	31.2102	31.7564
Per Pay Period Amount		\$ 2,218.49	\$ 2,329.42	\$ 2,370.18	\$ 2,411.66	\$ 2,453.87	\$ 2,496.82	\$ 2,540.51

Schedule represents approximately 1.75% between Steps 2 - 6, except Patrol II Step 7 represents approximately 5% between Step 6-7

Patrol II Probationary Rate (Step 1) applicable to Lateral Transfers Only; Internal Patrol I to Patrol II advancement serves no probationary period

Advancement to Patrol II requires a minimum of 5 years of service and attainment of Patrol I Step 7

Advancement to Patrol II Step 7 requires a minimum of 15 years of service, Advanced POST Certificate, and attainment of Patrol II Step 6

Schedule absorbs all previous certificate pay & differentials

Corporal Probationary Rate equals Step 7 of Patrol Officer II



Effective July 1, 2021-June 30, 2022								
COLA	3.0%							
Base Rate Only *	Hours Worked	Probationary Rate/Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Police Corporal - 2184</b>	2184							
% Increase			1.750%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 87,319.81	\$ 88,847.96	\$ 90,402.75	\$ 91,984.84	\$ 93,594.66	\$ 95,232.66	\$ 96,899.28
Hourly Rate		39.9816	40.6813	41.3932	42.1176	42.8547	43.6047	44.3678
Per Pay Period Amount		\$ 3,358.45	\$ 3,417.23	\$ 3,477.03	\$ 3,537.88	\$ 3,599.79	\$ 3,662.79	\$ 3,726.90
<b>Detective Corporal - 2080</b>	2080							
% Increase			1.750%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 83,161.73	\$ 84,617.10	\$ 86,097.86	\$ 87,604.61	\$ 89,137.78	\$ 90,697.78	\$ 92,285.02
Hourly Rate		39.9816	40.6813	41.3932	42.1176	42.8547	43.6047	44.3678
Per Pay Period Amount		\$ 3,198.53	\$ 3,254.50	\$ 3,311.46	\$ 3,369.41	\$ 3,428.38	\$ 3,488.38	\$ 3,549.42
<b>Patrol Officer II - 2184</b>	2184							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	5.000%
Annual Rate		\$ 73,891.71	\$ 77,586.38	\$ 78,944.17	\$ 80,325.77	\$ 81,731.40	\$ 83,161.70	\$ 87,319.81
Hourly Rate		33.8332	35.5249	36.1466	36.7792	37.4228	38.0777	39.9816
Per Pay Period Amount		\$ 2,841.99	\$ 2,984.09	\$ 3,036.31	\$ 3,089.45	\$ 3,143.52	\$ 3,198.53	\$ 3,358.45
<b>Detective/SRO II - 2080</b>	2080							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	5.000%
Annual Rate		\$ 70,373.06	\$ 73,891.79	\$ 75,184.93	\$ 76,500.74	\$ 77,839.42	\$ 79,201.62	\$ 83,161.73
Hourly Rate		33.8332	35.5249	36.1466	36.7792	37.4228	38.0777	39.9816
Per Pay Period Amount		\$ 2,706.66	\$ 2,841.99	\$ 2,891.73	\$ 2,942.34	\$ 2,993.82	\$ 3,046.22	\$ 3,198.53
<b>Patrol Officer I - 2184</b>	2184							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 62,381.59	\$ 65,500.78	\$ 66,646.94	\$ 67,813.20	\$ 68,999.99	\$ 70,207.52	\$ 71,436.24
Hourly Rate		28.5630	29.9912	30.5160	31.0500	31.5934	32.1463	32.7089
Per Pay Period Amount		\$ 2,399.29	\$ 2,519.26	\$ 2,563.34	\$ 2,608.20	\$ 2,653.85	\$ 2,700.29	\$ 2,747.55
<b>Detective/SRO I - 2080</b>	2080							
% Increase			5.000%	1.750%	1.750%	1.750%	1.750%	1.750%
Annual Rate		\$ 59,411.04	\$ 62,381.70	\$ 63,473.28	\$ 64,584.00	\$ 65,714.27	\$ 66,864.30	\$ 68,034.51
Hourly Rate		28.5630	29.9912	30.5160	31.0500	31.5934	32.1463	32.7089
Per Pay Period Amount		\$ 2,285.04	\$ 2,399.30	\$ 2,441.28	\$ 2,484.00	\$ 2,527.47	\$ 2,571.70	\$ 2,616.71

Schedule represents approximately 1.75% between Steps 2 - 6, except Patrol II Step 7 represents approximately 5% between Step 6-7

Patrol II Probationary Rate (Step 1) applicable to Lateral Transfers Only; Internal Patrol I to Patrol II advancement serves no probationary period

Advancement to Patrol II requires a minimum of 5 years of service and attainment of Patrol I Step 7

Advancement to Patrol II Step 7 requires a minimum of 15 years of service, Advanced POST Certificate, and attainment of Patrol II Step 6

Schedule absorbs all previous certificate pay & differentials

Corporal Probationary Rate equals Step 7 of Patrol Officer II

**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. 415B. 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 Franzoia  
Mayor

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

Elko Police Officers Protective  
Association

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



# APPENDIX A

## Performance Evaluation and Performance Evaluation Scoring Matrix \*

<p>Enforcement &amp; Service Delivery</p> <p>4 = Excellent</p> <p>Always handles details in an efficient and effective manner. Rarely requires direct supervision. Always maintains a proactive presence and a high rate of self-initiated activity.</p>	<p>3 = Proficient</p> <p>Consistently handles details in an efficient and effective manner. Maintains some proactive presence while incorporating some self-initiated activity into patrol duties.</p>	<p>2 = Needs Improvement</p> <p>Shows an occasional lack of ability or desire to effectively handle details. Frequently requires supervisory direction. Rarely generates self-initiated contacts or conducts proactive enforcement.</p>	<p>1 = Unsatisfactory</p> <p>Rarely handles details in an efficient and effective manner. Direct supervision is a necessity. Rarely self-initiate's activity. Has received repetitive counseling or discipline.</p>
<p>Report Writing &amp; Written Work</p> <p>4 = Excellent</p> <p>Reports and other documentation are always of high quality and rarely require correction. Crime reports are always thorough and enhance the ability of detectives to conduct follow-up investigations.</p>	<p>3 = Proficient</p> <p>Reports are typically approved on first submittal. Reports are usually free of spelling and grammar errors. Reports document the incident and investigation and are typically submitted in a timely manner.</p>	<p>2 = Needs Improvement</p> <p>Reports are rejected for spelling, grammar, and content errors. Reports lack investigation and merely contain dictation of events. Reports often raise more questions than provide answers. Has received negative report critiques.</p>	<p>1 = Unsatisfactory</p> <p>Reports are rarely approved upon first submittal. Reports regularly contain spelling and grammar errors. Reports frequently are lacking in content. Has received repetitive counseling or discipline.</p>
<p>Officer / Employee Safety</p> <p>4 = Excellent</p> <p>Always works in a manner that protects self, coworkers, and others from harm. Provides training in officer safety/defensive tactics. Informs others of potential hazards.</p>	<p>3 = Proficient</p> <p>Consistently conducts work in a manner which protects self, coworkers, and others from harm. Properly utilizes issued /authorized safety equipment.</p>	<p>2 = Needs Improvement</p> <p>Has demonstrated some poor officer safety incidences that posed a hazard to self, coworkers, or others. Has received written counseling for performance.</p>	<p>1 = Unsatisfactory</p> <p>Has demonstrated several examples of poor officer safety that have posed hazards to self, coworkers, or others. Has received repetitive counseling or discipline.</p>

<p>Job knowledge</p> <p>4 = Excellent</p> <p>Strives for, and maintains a strong knowledge of law, policies and procedures, and department manuals. Effectively applies this knowledge. Provides training in area of expertise.</p>	<p>3 = Proficient</p> <p>Maintains a working knowledge of law, policies and procedures, and department manuals. Consistently applies this knowledge during course of duty.</p>	<p>2 = Needs Improvement</p> <p>Occasionally demonstrates a lack of knowledge of law, policies and procedures, and department manuals. Some improper application. Has received written counseling.</p>	<p>1 = Unsatisfactory</p> <p>Demonstrates poor knowledge of law, policies and procedures, and department manuals; poor application of knowledge. Has received repetitive counseling or discipline.</p>
<p>Equipment use &amp; Maintenance</p> <p>4 = Excellent</p> <p>Maintains all work equipment in excellent working condition and appearance. Properly utilizes equipment as directed by laws, policies and procedures, and training.</p>	<p>3 = Proficient</p> <p>Maintains all work equipment in good working condition and appearance. Properly utilizes equipment as directed by laws, policies and procedures, and training.</p>	<p>2 = Needs Improvement</p> <p>Occasionally demonstrates a lack of concern for the working condition and appearance of equipment. Has demonstrated some incidences of improper equipment use and maintenance.</p>	<p>1 = Unsatisfactory</p> <p>Has demonstrated incidents of unacceptable equipment use and or maintenance. Has received repetitive counseling or discipline.</p>
<p>Attitude &amp; internal Relationships</p> <p>4 = Excellent</p> <p>Actively promotes teamwork and generates positive support for the Office of the Chief. Tends to identify internal problems and typically will seek out solutions to problems.</p>	<p>3 = Proficient</p> <p>Typically conducts self in a manner that promotes teamwork, organizational harmony, and supports the Office of the Chief.</p>	<p>2 = Needs Improvement</p> <p>Has demonstrated some inability to work as part of a team. Has demonstrated incidences of disharmony within a work group. Has received written counseling.</p>	<p>1 = Unsatisfactory</p> <p>Has demonstrated an inability to work as part of a team. Typically creates disharmony within the organization. Has received repetitive counseling or discipline.</p>

<p>Professional Bearing</p> <p>4 = Excellent</p> <p>Always conducts self with a highly professional demeanor that exemplifies the quality image of the Office of the Chief. Frequently generates positive public comment.</p>	<p>3 = Proficient</p> <p>Typically conducts self with a professional demeanor that promotes the mission of the Office of the Chief. Avoids behavior that is likely to produce citizen's complaints.</p>	<p>2 = Needs Improvement</p> <p>Has demonstrated incidents of poor quality conduct / contact with the others. Occasionally generates citizen's complaints. Has received written counseling.</p>	<p>1 = Unsatisfactory</p> <p>Has demonstrated incidences of unprofessional conduct. Has generated citizen's complaints. Has received repetitive counseling or discipline.</p>
<p>Appearance &amp; Grooming</p> <p>4 = Excellent</p> <p>Consistently exemplifies a clean and exceptionally groomed professional appearance. Maintains a high level of physical fitness that shows in the manner that the uniform is displayed.</p>	<p>3 = Proficient</p> <p>Maintains a clean and well groomed appearance. Complies with the standards of the department uniform and grooming policy.</p>	<p>2 = Needs Improvement</p> <p>Has demonstrated an occasional lack of concern in maintaining a professional appearance. Has been reminded more than once to shine brass, polish boots, and clean uniform.</p>	<p>1 = Unsatisfactory</p> <p>Has demonstrated a consistent lack of compliance with department uniform and grooming standards. Has received repetitive counseling or discipline.</p>
<p>Attendance</p> <p>4 = Excellent</p> <p>Consistently is at work when expected. Always arrives to work early and wisely utilizes this time to prepare for duty. Appears in court when subpoenaed and arrives on time.</p>	<p>3 = Proficient</p> <p>Typically is at work when expected. Typically arrives at work on time and prepared for duty. Appears in court when subpoenaed and arrives on time.</p>	<p>2 = Needs Improvement</p> <p>Possibly developing a pattern of abuse. Occasionally arrives to work late or unprepared. Has missed or was late to subpoenaed court appearance.</p>	<p>1 = Unsatisfactory</p> <p>Displays pattern of abuse. Frequently arrives to work late or unprepared. FTA subpoenaed court appearances. Has received repetitive counseling or discipline.</p>

Time Management			
4 = Excellent	3 = Proficient	2 = Needs Improvement	1 = Unsatisfactory
Consistently completes assigned job tasks on time. Always handles calls for service and completes reports in an efficient and timely manner.	Typically completes assigned job tasks on time. Typically handles calls for service and completes reports in an efficient and timely manner.	Occasionally does not complete job tasks on time. Occasionally takes an excessive amount of time when handling calls for service or completing reports.	Displays pattern of abuse. Frequently does not complete job task on time. Frequently takes an excessive amount of time in handling calls for service or completing reports.

## EPD Policy 1210.010

### Conduct of Officers

Since the conduct of officers on or off duty, may reflect directly upon the Department, members must, at all times, conduct themselves in a manner which does not bring discredit to themselves or the Department

The Policy sections referenced below are a synopsis of high liability Policies contained in the Elko Police Department Policies and Procedures Manual. Employees are to refer to the actual Department Manual for a complete reference to each policy section.

#### 510.010 - Use of Force

All sworn officers of this Department will only use the force necessary to affect lawful objectives, whether that force is deadly or non-deadly. All use of force will be within the limitations contained in the Elko Police Department Policy and Procedure Manual. In all cases, officers are required to use objectively reasonable force under the circumstances known to the officer at the time they use force.

#### 910.030 - Response Procedures to Disasters and/or Emergency Situations

The Procedures to be followed in natural disasters or emergency situations where Elko Police Department has been designated as the Primary or Secondary city department. Emergency Plan for the City of Elko.

#### 920.020 - Emergency Activation of Personnel

The Response Team may be mobilized in response to a given situation by the shift supervisor or in his absence, the acting shift supervisor. In addition any member of the management staff may activate the Response Team to a given situation or unusual occurrence.

#### 640.010 - Vehicle Pursuits

It is the policy of the Elko Police Department to protect all persons' lives to the greatest extent possible when enforcing the law. In addition, it is the responsibility of the Department to assist officers in the safe performance of their duties. To effect

these obligations, it shall be the policy of the Department to regulate the manner in which vehicle pursuits are undertaken and performed.

#### **640.033 - Emergency Code 3 Response**

Emergency vehicle operations under Code-3 conditions are predicated on whether the loss of life, extent of injuries and loss of property or evidence will be reduced by rapid response. Vehicle response is authorized, based on circumstances.

#### **Officer Involved Fatal or Serious Injury Incidents**

Investigations of police involved fatal or serious injury incidents are often complex and demanding. These cases often attract public and new media interest. The consequences of the incident can be profound and affect many people. Because of these factors, incidents of this nature shall be fully and fairly investigated. Proper disposition of such cases will be based on all the legally available relevant evidence.

## Elko Police Department Employee Performance Evaluation

Rating Period: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Employee #: \_\_\_\_\_

Position/Title: \_\_\_\_\_ Date of Rank: \_\_\_\_\_

Division: \_\_\_\_\_

### Rating Categories

4= Excellent    3= Proficient    2 = Needs Improvement    1=Unsatisfactory    N/A = Not Applicable

I.	Enforcement & Service Delivery	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>
II.	Report Writing & Written Work	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>
III.	Officer / Employee Safety	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>
IV.	Job Knowledge	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>
V.	Equipment Use & Maintenance	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>
VI.	Attitude & Internal Relationships	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>
VII.	Professional Bearing	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>
VIII.	Appearance and Grooming	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>
IX.	Attendance	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>
X.	Time Management	4 <input type="checkbox"/>	3 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	N/A <input type="checkbox"/>

Elko Police Department  
Employee Performance Evaluation

**Stated Goals for Employee**

During this interview, you demonstrated knowledge of Departmental Policy section 1210.010 Conduct of Officers and you have received, read, and understand all of the Elko Police Department's Policies that are attached.

Do you wish to discuss this evaluation with the Lieutenant? Yes ☐ No ☐ Initials \_\_\_\_\_

Do you wish to report being a victim or witness of a Harassment in Employment incident?  
Yes ☐ No ☐ Initials \_\_\_\_\_

Supervisor reviewed file? Yes ☐ No ☐ Initials \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Primary Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

Lieutenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Chief Signature \_\_\_\_\_ Date \_\_\_\_\_

Yearly Medical Physical Completed: Yes ☐ No ☐

If no list reason: \_\_\_\_\_

# Elko Police Department Employee Performance Evaluation

## Performance Categories / Documented Facts and Recommended Remedial Actions

Rating:	I. Enforcement & Service Delivery
Rating:	II. Report Writing & Written Work
Rating:	III. Officer Safety
Rating:	IV. Job Knowledge
Rating:	V. Equipment Use & Maintenance
Rating:	VI. Attitude & Internal Relationships



Rating:	VII. Professional Bearing
Rating:	VIII. Appearance & Grooming
Rating:	IX. Attendance
Rating:	X. Time Management

Employee Signature

Date

Supervisor Signature

Date

Recommended Remedial Actions: Supervisors Initials within a rating category box denotes that any above recommended remedial action(s) have been approved, Scheduled, and/or completed.

1	2	3	4	5	6	7	8	9	10

\*Performance Evaluation and scoring matrix reflective of current performance standards. For informational use only; not subject to negotiation.