AGREEMENT

BETWEEN

THE COUNTY OF WASHOE
STATE OF NEVADA

AND

THE WASHOE COUNTY
SHERIFF DEPUTIES ASSOCIATION

2015 – 2016

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AGREEMENT BETWEEN THE COUNTY OF WASHOE AND THE WASHOE COUNTY SHERIFF DEPUTIES ASSOCIATION

ARTICLE 1 - PREAMBLE

This Agreement is entered into as of July 1, 2015, between the County of Washoe, Nevada, hereinafter referred to as the "County", and the Washoe County Sheriff Deputies 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, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, pursuant to the provisions of NRS 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2 - RECOGNITION

In accordance with the provisions of NRS 288, the County has recognized and does recognize the Association as the exclusive bargaining representative of those employees in the bargaining unit:

Classification in the bargaining unit:

Deputy Sheriff

The parties recognize that additional classifications may be established which are assigned to the unit.

In the event that the County establishes a new classification which is to be assigned to the bargaining unit or changes an existing bargaining unit classification, the Association will be notified in writing of the proposed new established wage rate and job description or changed classification prior to adoption to allow the Association an opportunity for discussion.

If, within thirty (30) days of notification of the proposed wage rate for the new classification, the Association provides written notification of their disagreement with the rate established and agreement is not reached, the wage rate for the new classification may be submitted to arbitration.

In the event of a merger or consolidation within Washoe County, the County agrees to negotiate with the Association over the impact and affect on bargaining unit members of such a decision. In the event of the formation of a Metropolitan Police Department within Washoe County, the parties will be governed by NRS 280.300.

This recognition does not include temporary employees who work less than six (6) consecutive months. (Revised 1-1-98)

ARTICLE 3 - STRIKES AND LOCKOUTS

The Association will not promote, sponsor, or engage in any strike against the County, slow-down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact; or any other intentional interruption of the operations of the County, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 4 - RIGHTS OF MANAGEMENT

The County has the right and is entitled without negotiation to:

(a) Direct its employees;
(b) Hire, promote, classify, transfer, assign, and retain its employees.
(c) Suspend, demote, discharge, or take disciplinary action against any employee with just cause and pursuant to the provisions of this Agreement provided, however, that the County shall not assign or transfer an employee as a form of discipline;
(d) Relieve any employee from duty because of lack of work or lack of funds;
(e) Maintain the efficiency of its governmental operations;
(f) Determine the methods, means and personnel by which its operations are to be conducted, except for considerations of personal safety;
(g) Take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
(h) Contract or subcontract matters relating to County operations, provided that such contracting or subcontracting shall not be entered into for the purpose of circumventing this Agreement. The Association shall be consulted and allowed input prior to any contracting or subcontracting of bargaining unit work that would have an impact on bargaining positions.
(i) Determine appropriate staffing levels and work performance standards, except for safety considerations. The Sheriff and the Association will meet at least quarterly, and more frequently by mutual agreement, for the purpose of consulting on minimum staffing levels in patrol and detention, per shift and unit. Once the policy is in effect, a good faith effort will be made to maintain minimum staffing levels. The policy may be changed by the Sheriff after consulting with the Association.
(j) Determine the content of the workday, including without limitation workload factors, except for safety considerations.

Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain the functions of the County.
(Revised 1-1-04)

ARTICLE 5 - RIGHTS OF ASSOCIATION

A. The Association President or designee shall be allowed up to twenty (20) paid hours per workweek to accomplish general Association business as defined in paragraph C.2. below.

B. The Association President shall be allowed an additional two hundred (200) hours paid time per contract year to accomplish general Association business as defined in Paragraph C.2. below. The President is permitted at his/her discretion to delegate use of said time to other Association officers to include board members. Additional release time may be approved by the Sheriff on a case-to-case basis.

C.

1. The Association may designate eight (8) local Association representatives in addition to the officers above. The Association shall notify the Sheriff's Office, in writing, of the name of any local Association representative and his/her jurisdictional area as soon as practicable.

2. The Sheriff's Office shall provide the Association representatives reasonable opportunity to utilize the above release time to serve in his/her capacity. The representative may utilize that time to participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:

(a) The investigation of a bargaining unit member's grievance or potential grievance;
(b) Representation of a member/grievant at any step of the grievance procedure established herein;

(c) Consultation with duly accredited representatives of the Association on matters involving the Association's relationship with the County; and
(d) Attending County functions/meetings, which have a direct impact on the Association.

3. The representative shall notify his/her immediate Supervisor each time he/she wishes to conduct appropriate business and may be relieved of duty unless operational demands preclude permission to leave the work location being granted. Appropriate use of representative time, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the responsible supervisor.

D. For each separate fiscal year covered by the term of this Agreement, the Association will use leave without pay, annual leave, or bonus leave for members to attend meetings, conferences, legislative sessions and conventions or to attend to other Association business, other than that covered in paragraph C.2. of this provision. Per Diem and/or travel shall not be provided by the Office. The scheduling of time off under this provision requires the advance approval of the Sheriff or his designated representative.

E. The County agrees to provide the Association with three (3) areas at Parr Boulevard and one (1) area at Incline Substation for the Association to post one (1) bulletin board. Each bulletin board shall not exceed three (3) feet by four (4) feet in area. Materials shall be posted upon bulletin boards specifically as designated, and not on walls, doors, file cabinets or any other place. The material posted on bulletin boards shall not be obscene, defamatory, derogatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relationship with the Association. All posted material shall bear the identity of the sponsor, shall be signed by a duly appointed representative of the Association, shall be neatly displayed, and shall be removed as soon as no longer timely. All costs incident to preparing and posting of Association material will be borne by the Association. The Association may use County telephones and County computers for E-mail in carrying out those duties identified in paragraph C.2. above and any other appropriate purpose that has been specifically approved by the Sheriff.

F. The County recognizes its statutory obligation to negotiate any departmental rule, policy or procedure that is related to a mandatory subject of bargaining as enumerated under NRS 288.150. In the event there is a dispute over whether a rule, policy or procedure falls within the scope of mandatory bargaining, said dispute shall be submitted to the Local Government Employee-Management Relations Board and shall not be subject to the grievance procedure contained in this Agreement.

G. The Sheriff, or his/her designee, and the County Labor Relations Manager shall meet bi-monthly if needed and requested by either party with representatives of the Association for the purpose of engaging in Labor Management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.

On-duty time shall be provided for three (3) Association representatives, and may be increased if both parties mutually agree.
(Revised 2-21-01)

H. Effective July 1, 2005, the County shall allow each deputy covered under this agreement to voluntarily contribute up to three (3) hours of vacation or compensatory time to be maintained in a leave bank for use by the Association. Effective beginning with the 2014 vacation leave balances in effect as of December, 2014, the County shall allow each deputy to donate his or her vacation leave in excess of 240 hours to the Association Business leave bank in lieu of forfeiting said vacation per Article 12(C). Time will be donated and deducted once on an annual basis and an employee must submit a written request to payroll on or before the end of the payroll period encompassing December 31. This time may be used by the Association to release any member from regular duty to perform Association business as determined by the Association. This time cannot be unreasonably denied by the County or Sheriff's Office management. In the event that the hours are not completely used in the calendar year, excess hours will be maintained in

the bank. Under no circumstances, will the Association Business leave bank exceed 2,080 hours of donated or contributed leave hours. The president of the Association is permitted, at his or her discretion, to delegate use of said time to other Association members.
(Revised 12-31-14)

ARTICLE 6 - NON-DISCRIMINATION

A. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of a negotiating unit, nor will the County encourage membership in another employee organization.

B. The Association recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees in the respective negotiating units without discrimination, interference, restraint, or coercion.

C. The provisions of this Agreement shall be applied equally to all covered employees without discrimination as to age, sex, sexual orientation, gender identity or expression, marital status, race, color, religion, creed, national origin, protected disability, or political affiliation.
(Revised 7-1-15)

ARTICLE 7 - DUTY STATEMENTS

The County agrees to provide each employee in the representational unit an updated, current duty statement. Examples of a duty statement would include the duties performed by a patrol deputy, a deputy assigned to the jail, or a deputy assigned to other divisions within the Sheriff's Office.
(Revised 1-1-98)

ARTICLE 8 - WORK HOURS

A. The normal workweek of employees covered by this Agreement shall consist of forty (40) hours, excluding meal periods. The scheduling of work shifts and workweeks shall be as directed by the Sheriff.

B. Duty hours shall be devoted fully to the performance of assigned duties. Periods of absence for personal matters shall not be credited toward duty hours and must be charged to vacation leave, compensatory leave, sick leave, settlement time, or other approved forms of leave, as contained in this agreement or be recorded as an unexcused absence.

C. Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute coffee breaks or rest periods during each work day.

D. In the event that the Sheriff of Washoe County determines a ten (10) hour day, forty (40) hour workweek is more beneficial to the department; such hours shall constitute a normal work day.

E. This Article is intended to be construed only as a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

F. Employees who work ten (10) hour shifts, in addition to the two (2) fifteen (15) minute breaks referenced in C. above, shall be entitled to a one-half (1/2) hour paid break for a meal period except as provided in G. below.

G. In order to facilitate coverage for employees, who work ten (10) hour shifts in the Detention Bureau, the Sheriff may require detention deputies to combine the break/lunch periods to two (2) one-half (1/2) hour

breaks during the ten (10) hour shift. If scheduling problems develop, the Sheriff may require detention deputies to combine the break/lunch periods to one (1) one (1) hour break during the ten (10) hour shift. If a dispute arises regarding implementation of this section the parties shall meet and confer and attempt to resolve the dispute. The decision of the Sheriff shall be final and binding.
(Revised 1-1-95)

H. The parties hereby recognize that review of twelve-hour shifts and other alternative work schedules is ongoing, and agree to incorporate by reference any subsequent Memorandum of Agreement executed between the parties during the term of the labor agreement.
(Revised 1-1-04)

ARTICLE 9 - REST PERIODS

Except in cases of emergency, stakeouts or alternative work schedules up to and including twelve (12) hours, no unit employee shall be required to work twelve (12) or more consecutive hours without a rest period of twelve (12) hours between work shifts.
(Revised 7-01-15)

ARTICLE 10 - SHIFT/DAYS OFF BIDDING FOR UNIFORMED PERSONNEL

A. Except for those provisions in subsection D. of this Article, uniformed employees shall be permitted to bid for shift/days off on the basis of seniority. Bidding shall take place every four (4) months. In the event the Sheriff and the Association mutually agree, the parties may determine that shift bidding shall take place at six (6) month intervals. Alternative bidding cycles may be mutually determined appropriate for either/or Administrative, Detention or Operations Bureaus. The shift schedule shall be posted not less than fifteen (15) days prior to the shift bid date. Once posted, there shall be no changes made to the schedule without consulting the Association. The Sheriff may for reasonable and articulable operational needs reassign employees who hold bid shifts.
(Revised 7-01-05)

B. For the purpose of this Article, seniority is defined as time in grade in service from the date of last continuous employment. Continuous service is defined, for purposes of this Article, as continued employment without a break in service of more than thirty (30) days, other than for injuries, illness, layoff, or maternity leave. Ties in seniority shall be broken by position on the hire list. If there is still a tie, seniority shall be determined by the drawing of lots.

C. A Deputy shall be considered in a Special Assignment when:

1. He/she occupies a position for which he/she tested and for which he/she is taken off the Detention or Patrol Bid.
2. A Deputy temporarily assigned on Temporary Duty (TDY) shall be considered in a Special Assignment if the length of the temporary assignment exceeds 180 days. Said Deputy shall be required to wait the term of one year before being eligible to apply for any Special Assignment.

The following personnel are excluded from the provisions of this article:

1. **ADMINISTRATIVE**
   - A. Drug Abuse Resistance Education Deputy (D.A.R.E.)
   - B. Training Deputy
   - C. High Sierra Academy Deputy
   - D. Background Investigations Deputy
   - E. Civil Deputy

2. **DETENTION BUREAU**
   A. Administrative Deputy
   B. Inmate Management Unit (I.M.U.) Deputy
   C. Fire Safety Deputy
   D. Alternatives to Incarceration Unit (A.I.U.) Deputy
   E. Canine Deputy
   F. Homeless Evaluation Liaison Program (H.E.L.P.) Deputy

3. **OPERATIONS BUREAU**
   A. Detectives
   B. Community Liaison Deputy/Misdemeanor Complaints Officer
   C. Special Target Enforcement Management (S.T.E.M.) Deputy
   D. Selective Enforcement Team/DEA Task Force Deputy
   E. Forensics Investigation Section (F.I.S.) Deputy
   F. Repeat Offender Program (R.O.P.) Deputy
   G. Search and Rescue (S.A.R.) Deputy
   H. Motorcycle Deputy (Street)
   I. Canine Deputy

(Revised 7-01-15)

D. Court Deputies - a Deputy assigned as a Bailiff in a courtroom:

1. Detention personnel with one (1) year of service and with a standard or above yearly evaluation shall be able to apply for a Bailiff position.

2. Bailiff positions shall be held for a period of four (4) years. Extensions shall not be granted unless addressed under Article 4 of this contract after which the same deputy may not apply for a bailiff position for a period of one (1) year.

3. The four (4) year term shall not restrict employees from promotions or transfers.

4. The parties recognize the Judicial Departments shall select their deputy from qualified detention personnel. The Sheriff's Office retains its rights under Article 4 – Rights of Management.

5. A Deputy applying for and filling a Bailiff position between the regular shift cycle shall remain in that position and begin their four (4) year cycle at the next regular shift bid.

E. Employees assigned as Court Deputies, who are not provided free parking, shall be afforded a monthly parking allowance of fifteen dollars ($15.00) per pay period while so assigned.

F. If, in the event, a Deputy opts to transfer to the Patrol Division or back to the Detention Facility from a Bailiff position, his/her Special Assignment shall be considered complete. Therefore, he/she shall be subject to Section C restrictions in this section of the contract. The parties agree that no change to length of the four-year term shall be made without negotiation between the parties. In the event of impasse, provisions of NRS 288 shall apply.

G. The current language of Lexipol Policy 1004, shall govern the length of assignment for the above positions. The parties agree that no change to said length shall be made without negotiation between the parties, and, in the event of impasse, the provisions of NRS 288 shall apply.
(Revised 7-01-15)

ARTICLE 11 - HOLIDAYS AND HOLIDAY PAY

A. **Recognized Holidays:** The following official legal holidays will be observed by the County and its employees in accordance with NRS 236.015 and the Nevada PERS Official Policies (286.025).

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr.'s Birthday)

3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Last Friday in October (Nevada Day)
8. November 11 (Veterans' Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day after Thanksgiving (Family Day)
11. December 25 (Christmas Day)

Any other day declared as a State holiday by the Governor of the State of Nevada, or by the President of the United States to be a legal national holiday or day of mourning when public offices are closed or added to NRS 236.015 shall also be recognized as a County holiday.

Compensation for "holiday pay" hours (Pay Code 0005) and "holiday special" hours (Pay Code 0108) must be taken as cash only. All other "holiday worked" or "holiday overtime" hours may be taken as either cash and/or compensatory time as outlined below.

B. **Weekend Holidays:** If January 1, July 4, November 11, December 25 or any other day declared as a new recognized State or National holiday falls upon a Saturday, the Friday preceding must be observed as the legal holiday; if any of these same holidays fall upon a Sunday, the Monday following must be observed as the legal holiday.

C. **Holiday Eligibility:** In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled work day before and the scheduled workday after the holiday. This provision shall not apply if the employee is forced to take unpaid time off due to disciplinary measures either preceding or following a holiday. Employees on leave without pay (LWOP) are not eligible for holiday pay benefits except for those employees called to military duty and on a military leave without pay. Employees who are off-duty on worker's compensation shall be considered on paid status and shall receive holiday pay. Employees hired on a holiday or hired on the day after a holiday are not eligible to be paid for that holiday. Employees leaving County service in a pay period that contains a holiday will not be paid for the holiday unless he/she is in a paid status both the scheduled work day before and the scheduled work day after the holiday.

D. **Holiday Pay:** For purposes of this Article, dependent on an employee's regularly assigned/bid work day, "holiday pay" shall be defined as an increment of pay equal to the work hours of the employee's regularly scheduled shift (i.e. eight (8), ten (10), or twelve (12) hours) at an employee's regular, straight time hourly pay rate except as provided herein:

a. Employees on a light-duty assignment during a week which contains a holiday shall receive holiday pay in accordance to his/her light duty work schedule.
b. Employees temporarily re-assigned for a week or longer to an assignment that is less than his/her normal regularly scheduled hours (i.e. working five (5)/eight (8) hour days vs. a normal four (4)/ten (10) hour days to attend a week long training course) during a work week containing a holiday shall only be entitled to holiday pay at the lower temporary schedule (i.e. eight (8) hours vs. ten (10) hours).
c. Employees temporarily re-assigned on a holiday by management to cover a shift for a special assignment (i.e. grant- funded assignment such as a DUI sting or felon sweep) shall receive holiday pay at their normal regularly scheduled hours.
d. Under no circumstances should work schedules be arbitrarily changed during a holiday week, unless assigned and approved by management.

1. **Holiday Not Worked:** If a holiday, as defined by this article, falls on the employee's regularly scheduled work day and the employee does not report to work and instead has the day off then the

employee shall receive holiday pay, taken as cash only, at their regular, straight time hourly pay rate for the amount of hours that the employee would have normally worked.

2. **Holiday Off (RDO):** If a holiday, as defined by this article, falls on the employee's regular day off (RDO), then the employee shall receive an additional payment of holiday "special" pay hours, taken as cash only, equal to the number of hours of the employees regularly scheduled shift, at their regular, straight time hourly pay rate. These holiday pay hours will not count towards the work week for overtime purposes as defined in Article 16 – Overtime.

3. **Holiday Worked:** If an employee works on a holiday, as defined by this article, he/she shall be compensated for working the holiday by receiving 1.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday up to a maximum of his/her regularly scheduled shift, in addition to receiving holiday pay. The decision as to whether compensation for "holiday worked" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.

4. **Holiday Overtime:** If an employee works over the maximum of his/her regularly scheduled shift on a holiday, as defined by this article, he/she shall be compensated by receiving 2.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday, in addition to receiving holiday worked pay and holiday pay. The decision as to whether compensation for "holiday overtime" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.

5. **Weekend Holiday Pay:** When an employee eligible for holiday pay, has his/her normal, regular work schedule fall on one of the "Weekend Holidays", as described in Section B. above, the employee shall be compensated a flat rate of $250.00 in addition to his/her regular, hourly pay rate for working the weekend holiday. To be eligible for the $250.00 weekend holiday pay, the employee must work, as part of their regular, normal work schedule, eight (8) or more regular hours on January 1st, July 4th, November 11th, or December 25th. Deputies whose work schedules are temporarily changed to work on the "weekend holiday" and that day is not a normal, regularly scheduled workday are ineligible for the $250 weekend holiday pay, and instead would follow Article 16 – Overtime, if applicable.

6. **Holiday During Leave:** If a holiday, as defined by this article, occurs during an employee's vacation, sick, compensatory, personal or other paid leave, it shall not be charged as leave.

7. **Holiday Reporting:** The employee's shift schedule determines when and if an employee should report holiday hours on a recognized holiday, as defined by this article. Employees must report all applicable holiday hours on the day their shift begins or in accordance to the current practice set by management.

Terminology:

- Interchangeable terms such as "Assigned Shift"; "Assigned Work Day"; "Normal Regularly Scheduled Hours"; "Regularly Scheduled Hours"; "Regularly Assigned Work Day"; and "Regularly Scheduled Shift" all refer to the employee's Shift Bid Schedule
- Management = Chain of Command

(Revised 07-01-15)

ARTICLE 12 - VACATION LEAVE

A. Vacation Accrual for Full-Time Employees:

Each full-time employee shall be entitled to forty (40) hours vacation leave credit following the completion of six (6) months continuous County service.

Thereafter, employees shall accrue vacation leave credit at the biweekly equivalent of the rates established below.

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned
Less than one (1) year	80 hours
One (1) but less than seven (7) years	128 hours
Seven (7) but less than ten (10) years	152 hours
Ten (10) or more years	176 hours

Effective June 30, 2016, each full-time employee shall be entitled to forty-eight (48) hours vacation leave credit following the completion of six (6) months continuous County service.

Thereafter, employees shall accrue vacation leave credit at the biweekly equivalent of the rates established below.

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned
Less than three (3) years	96 hours
Three (3) but less than five (5) years	136 hours
Five (5) but less than ten (10) years	152 hours
Ten (10) but less than fifteen (15) years	176 hours
Fifteen (15) but less than twenty (20) years	192 hours
Twenty (20) years or more	200 hours

For the purpose of computing credit for vacation, each employee shall be considered to work not more than forty (40) hours each week.

Total County service, even though interrupted, will be counted if a person returns to County service within three (3) years of his/her date of separation and has worked three (3) continuous years subsequent to reemployment.

B. Vacation Accrual for Part-Time Employees:

Upon completion of six (6) months continuous service, and thereafter, each part-time employee in the Sheriff's Office shall be allowed vacation leave credit prorated on the basis of the rates set forth above for full-time employees.

C. General Provisions:

1. Vacation leave may be accumulated from year to year not to exceed two hundred forty (240) hours. Amounts in excess of two hundred forty (240) hours as of the end of the payroll period encompassing December 31 shall be forfeited unless:

   a. an employee, on or before October 15, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of two hundred and forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The Sheriff's obligation is only to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. *For example*, an employee on October 1 requests to use forty (40) hours annual leave for the five (5) workdays preceding Christmas. The Sheriff may deny said

time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave.

b. an employee, submits a written request to payroll on or before the end of the payroll period encompassing December 31, to donate his or her vacation leave in excess of 240 hours to be maintained in a leave bank for use by the Association as defined in Article 5H.
(Effective 12-31-14)

2. An employee shall be paid at his regular hourly rate for each hour of vacation leave time taken. Vacation leave shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation leave taken.
3. Vacation leave taken during a biweekly period shall be charged before vacation leave earned during that pay period is credited.
4. Choice of vacation leave dates shall be granted whenever practical but the operating requirements of the County, as determined by the Sheriff, shall prevail. Where more employees than can be spared request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work.
5. Vacation leave shall not be granted in excess of the vacation credit earned.
6. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation leave earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation credit shall be prorated for that pay period. Under no circumstances shall cash payment be made for accrued vacation while an employee is in regular employment status.

(Revised 7-01-15)

ARTICLE 13 - SICK LEAVE

A. Each employee in the service of the County for less than ten (10) years shall be credited with sick leave at the rate of one and one-fourth (1-1/4) working days for each month of full-time service, which is cumulative from year to year.

Each employee in the service of the County for ten (10) or more continuous years of service shall be credited with sick leave at the rate of one and one-half (1-1/2) working days for each month of full-time service, which is cumulative from year to year.

B. An employee is entitled to use accrued sick leave only:

When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;

When quarantined;

When receiving required medical or dental service or examination;

For adoption of a child if the Child Welfare Services/Adoptions Unit of the Department of Social Services or any other appropriate public agency requires the employee to remain at home with the child; or

Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose "immediate family" means the employee's spouse, parents, (including step), children (including step), and, if living in the employee's household, includes corresponding relations by affinity to the above, foster children, foster parents, brothers or sisters.

In the event of a death in the employee's immediate family, he/she may use accrued sick leave not to exceed five (5) days if the death is in the State of Nevada, or seven (7) days if the death is outside the State of Nevada for each death. For this purpose "immediate family" means the employee's spouse,

parents (including step), children (including step), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews, or corresponding relation by affinity and, if living in the employee's household, includes foster children and foster parents.

C. An employee requiring sick leave must, if required, provide the Sheriff with evidence of such need. For absences in excess of three (3) days, or in cases where there is reasonable suspicion of abuse, the Sheriff may require the employee to submit substantiating evidence, including, not limited to, a physician's certificate.
(Revised 7-1-91)

D. If any employee does not have adequate accrued sick leave time, the Sheriff may grant the use of accrued vacation, compensatory, and/or personal leave in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

E. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

F. An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or termination of an employee after ten (10) years of full-time employment or its equivalent if the employee has not served as a full-time employee for reasons other than discharge for just cause, an employee shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at his/her regular hourly rate for every three (3) hours of sick leave accrued to a maximum payment of eight-hundred (800) hours.
(Revised 1-1-01)

An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System (PERS), and who elects to convert unused sick leave ($^1/_3$ x sick leave, up to the cap maximum), vacation and/or compensatory time into retirement service credit shall be responsible for contacting County Payroll, PERS and the Deferred Comp Provider directly to coordinate the purchase of service credit at least sixty (60) days in advance of their anticipated retirement date. The County Payroll Department, upon an employee's written request, shall calculate the sick, annual leave, and compensatory time payout estimate, minus applicable taxes and deductions, to determine the approximate net amount the employee will have to purchase retirement credit. The employee shall be advised of this amount that may be used to purchase retirement credit. The employee is solely responsible for making timely arrangements and entering into an agreement with PERS to purchase the service credit and with the Deferred Comp Provider to coordinate the amount of final payout to be deducted and deposited by County Payroll with the Deferred Comp Provider which in turn is transferred to PERS. County Payroll must receive a Deferred Comp Provider Change Form from the employee authorizing the payroll deduction form their final paycheck before they can proceed to deduct the amount designated as of their termination of employment, (provided their leave banks have not been reduced since the estimate was determined).

G. As long as an employee is in a paid status, he/she shall earn sick and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick or vacation leave during the time he/she is on such leave.

H. Employees who use zero (0) to thirty-two (32) hours of sick leave as of the last full pay period in a calendar year shall receive twenty-four (24) hours of personal paid leave credit at the end of the first full pay period the following January. Employees who use thirty-three (33) to forty (40) hours of sick leave in a calendar year shall receive eight (8) hours of personal paid leave at the time specified above. Permanent part-time employees shall receive a prorated amount of personal paid leave at the same ratio as their regular work hours relate to a full-time work schedule. The personal leave must be used in the calendar

year in which it is credited and if not used will be forfeited. There will be no cash payment for personal leave that is not used. In order to receive this personal leave benefit, an employee must be in a paid status (either working or on paid leave) the entire calendar year.

I. Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be four hundred and eighty (480) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.
(Revised 2-21-01)

ARTICLE 14 - JOB-CONNECTED INJURIES

A. In the event an employee is absent due to a temporary total service-connected disability which has been approved by the County's Claims Administrator, and which disability is the result of the employee performing activities which are unique to peace officers, the employee shall receive compensation as determined by the County's Claims Administrator plus that amount from the County which would cause the total amount received by the employee from both the County's Claims Administrator and the County to equal his/her salary at the time of his/her disability until such time as there is a medical determination made as to whether the employee can be returned to duty or is permanently disabled. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave or other forms of leave. This provision shall not apply to a service-connected disability, which occurs while the employee is carrying out incidental duties to his/her peace officer duties.

B. Activities unique to peace officers include traffic stops, pursuit of suspects, response to emergencies or calls for assistance, physical altercations, transportation of inmates and searches conducted on individuals, buildings, vehicles and outdoors. Activities that are incidental to peace officer duties are those which can reasonably be expected to be performed by non-peace officers, such as writing reports, entering and exiting vehicles (unless on a traffic stop), walking and climbing stairs. The activities listed are not all-inclusive. The initial determination whether a disability is the result of the employee performing activities which are unique to peace officers shall be made by the County, and any dispute shall be resolved through the grievance process.

C. It is the intent of the County to pay the on-the-job injured employee who meets the conditions set forth above, the difference between his/ her full bi-weekly base salary and that provided by the County's Claims Administrator. Therefore, the employee shall return to the County Treasurer all temporary total disability payments made by the County's Claims Administrator covering the period enumerated in Section A. of this Article. No supplemental benefit provided for in Section A. shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer.

D. In the event an employee is absent due to a service-connected disability which has been approved by the County's Claims Administrator, and which disability is the result of the employee carrying out incidental duties to his/her "peace officer" duties, the employee may elect to utilize accrued sick leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statues. When accrued sick leave has expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his/her sick and vacation leave, the employee shall receive compensation checks directly from the County's Claims Administrator and he/she shall be considered on a leave of absence without pay from the County.

E. The Sheriff and the Association will meet at least quarterly, and more frequently by mutual agreement, for the purpose of consulting on light duty policies for deputies injured on or off duty. The Sheriff may change the policy after consulting with the Association.
(Revised 1-1-95)

ARTICLE 15 - SALARIES

The County shall pay retroactive pay to all Deputies who retired and began drawing PERS, and to the family of any Deputy who died between July 1, 2009 and the date the WCSDA contract is approved by the Washoe County Commissioners.
(Revised 7-01-05)

Every employee will be paid every other Friday with salary computed through the immediately preceding Sunday. The amount of pay shall be for the number of hours on duty or on authorized leave, or as otherwise provided for in accordance with the provisions of this contract. Salaries for each class title shall be paid in accordance with the Compensation Schedules attached hereto and thereby incorporated herein, as Exhibit A. The salaries shown in Exhibit A of this Agreement are subject to change during the term of the Agreement due to increases or decreases in the retirement contribution for Nevada's Public Employee Retirement System in accordance with NRS 286.421.

Upon promotion, employees shall receive the beginning step or that step which provides at least a seven percent (7%) increase above the employee's base salary, whichever is greater.
(Revised 1-1-04)

ARTICLE 16 - OVERTIME, CALL-BACK AND STANDBY PAY

A. Overtime shall be defined as any time worked in excess of the normal workweek or the normal work shift. Any employee who continues working beyond their normal work shift and who continuously works into their next normal work shift shall continue to receive time and one-half (1-1/2) for all hours continuously worked beyond the initial regular shift, including the hours of their subsequent regular shift, until relieved of duty. Examples may include employees on 24-hour coverage in Narcotics or Detectives/Homicide. Time worked shall include sick leave, vacation and CTO.

B. It is the policy of Washoe County that overtime shall be kept to an absolute minimum consistent with the basic functions and purposes of the Sheriff's Office. If the Sheriff's Office anticipates significant training requirements that will impact and necessitate mandatory overtime affecting regular days off, the Sheriff agrees to meet with the Association for the purpose of discussing potential alternatives which may minimize the impact to employees. Nothing contained herein shall be interpreted to restrict, in any fashion, the right of the Sheriff's office to require employees to work overtime as determined appropriate by management, subject only to the payment as required by Sections C. or E. of this Article.

C. Except as provided in Article 8, overtime pay for law enforcement personnel shall be calculated at one and one-half (1-1/2) times the employee's regular, straight time hourly rate for each hour or major fraction thereof worked.

D. All overtime must have the prior authorization of the Sheriff except when, due to an emergency, the Sheriff's approval cannot be obtained and it appears to the supervisor of the employee that such overtime is necessary.

E. An employee shall be compensated for overtime work in the following manner:

Cash payment computed at the rates established above or employees may choose to accrue compensatory time in lieu of receiving paid overtime. Compensatory time shall be accumulated at the same rate as overtime is paid. Employees may accumulate a maximum number of hours of compensatory time to equal four hundred eighty (480) hours.

The parties agree that an employee may make a written request to the Sheriff to be paid for accrued compensatory time to address unforeseeable financial needs incurred by the employee. The determination of whether to grant the request is at the discretion of the Sheriff following his review of the information set forth in the request and the departmental budget.
(Revised 7-1-09)

F. Call-back:

An employee who is called back to duty by a Supervisor or Scheduling System after an employee has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice, including court appearance, shall be paid at the rate of one and one half (1-1/2) times for each hour so spent, on duty, but not less than two (2) hours for the period called to duty. The employee's duty time shall start when the employee actually reports for duty and ends when the employee is released from duty. If an employee is called back to work early, and works continuously through the beginning of his/her regularly scheduled work hours, the two (2) hour minimum does not apply.
(Revised 7-1-15)

G. Standby Time:

Standby time is defined as any time other than time when the employee is actually working, which has been specifically scheduled and directed by the Sheriff or his designee, during which the employee is restricted in order to be immediately available for call to duty. Standby time does not include any time where an employee carries a pager, cell phone or other device to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one-fourth (¼) hour pay at the regular hourly rate for each one (1) hour period of standby.

H. If an employee receives a duty related telephone call during non-duty hours from a supervisor, or at the request of a supervisor, the employee shall receive a minimum of 15 minutes work time. If the work time actually extends beyond 15 minutes, the work time shall be rounded to the nearest 15-minute increment. This provision is intended to apply to situations where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as requests to work overtime, or directives given to the employee to report to work early or other reporting instructions.
(Revised 2-21-01)

ARTICLE 17 - LONGEVITY

All employees covered hereunder who have completed a total of five (5) years or more of full-time service with Washoe County and who, for the entire preceding review period, have been rated standard or better pursuant to the applicable Washoe County performance evaluation program shall be entitled to longevity pay in an amount equal to one-half of one percent (1/2%) per year service, up to a maximum of twelve and one-half percent (12 1/2%). An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in equal semi-annual installments payable on the first payday of June and December immediately following a determination of eligibility.

An employee's seniority for longevity pay shall include all periods of service from the employee's last continuous permanent County employment date except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 42, or unless an employee who separates is reemployed within three (3) years of his/her date of separation and has worked three (3) continuous years subsequent to reemployment.

For qualifying employees retiring or resigning before the due date of any semi-annual increment, the amount of the payment shall be prorated.
(Revised 7-01-15)

ARTICLE 18 - MEDICAL PLAN

A. The County agrees to provide a group medical plan, including dental coverage, to all members of the Association and shall pay one hundred percent (100%) of the premium attributable to employee coverage under this plan during the life of this Agreement. In the event an employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.

B. Insurance Negotiating Committee

1. Establishment, Purpose and Effective Date:

The Association and the County agree to the establishment of an Insurance Negotiating committee composed of representatives of the County and each recognized employee bargaining unit.

The purpose of the committee is to recommend to the Washoe County Commission any benefit changes in the County's medical, dental, vision and life insurance plans.

The Insurance Negotiating Committee does not have the authority to agree to alter the negotiated percentage(s) of the health benefit plan contribution rates that is borne by the County or the Employee regarding employee or dependent coverage.

This Committee shall become effective upon approval or ratification of the groups listed in Paragraph 2 below.

2. Composition of Committee:

The Committee shall consist of one (1) voting member from each of the following groups:

1. Washoe County District Attorney Investigators Association – Non-Supervisory Unit
2. Washoe County District Attorney Investigators Association – Supervisory Unit
3. Washoe County Public Attorneys Association
4. Washoe County Sheriff's Supervisory Deputies Association
5. Washoe County Sheriff Deputies Association
6. Washoe County Employees Assn. - Supervisory-Admin. Unit
7. Washoe County Employees Assn. – Non-supervisory Unit
8. Washoe County Nurses Association – Non-supervisory Unit
9. Washoe County Nurses Association – Supervisory Unit
10. Management
11. Any other bargaining unit that may be formed during the term of the Agreement

The Associations may have an expert attend the insurance committee meeting and provide input to the committee.

In addition, one retired employee shall serve as a nonvoting member to provide input on the effects of proposed changes upon retirees. The name of a retiree may be nominated by any voting member and shall be elected by the majority vote of the members and shall serve a term of three (3) years. Such retired member may be re-elected by a majority vote of the members to serve one (1) additional term.

The Committee Chairperson and Vice Chairperson shall be appointed by the County Manager and will not have a vote on the Committee.

The voting member of each bargaining unit, upon conferring with its association as necessary, shall have the authority to bind said bargaining unit to any modification in benefits agreed to by a majority vote of the Committee. Such modifications shall then be presented to the County Commission, and if so approved by the County Commission, shall be binding upon each bargaining unit.

If the Committee recommendation is rejected by the County Commission, the Commission shall define their objections and parameters and the Insurance Committee shall, within fifteen (15) days of being notified of the Commission's objections and parameters, meet and attempt to redefine plan modifications which meet the Commission-established parameters. If the Committee is successful, the

plan modifications shall be resubmitted to the Commission for approval. If the Committee is unable to determine acceptable modifications for submission to the Commission, the County and Insurance Committee agree to resolve any resulting differences by submitting the dispute to expedited final and binding interest resolution which shall be binding upon the County and the bargaining units.

Binding Interest Resolution Process: When the Insurance Committee first convenes in any plan year, no later than January 31, they shall notify the County Manager of their designated representative(s) who shall represent the Insurance Committee in selecting an experienced insurance neutral and scheduling a timely hearing should it be necessary. Within five (5) days of notification of the Committee's representative(s), said representative(s) and the County Labor Relations Manager shall meet and designate an experienced insurance neutral to hear such dispute should it become necessary. If the parties are unable to agree on the neutral, they shall obtain a list of five (5) experienced insurance individuals, from the Nevada Insurance Commissioner with in-depth knowledge of public sector insurance systems who are not associated with Washoe County or with the Washoe County Association bargaining units, and alternately strike from the list to select the neutral and the mediator. The right to strike the first name from the list shall be determined by the toss of a coin. They shall immediately contact the neutral and advise him/her of their selection should a hearing become necessary and the conditions for a decision which shall include: 1) the hearing shall be scheduled for two (2) consecutive days, with each party having one (1) day to present their position on the merits of the dispute; 2) the neutral may keep a record of the hearing and the parties will retain a court reporter to transcribe and provide a real time transcript of the hearing; 3) each party shall have five (5) days following the hearing to submit any brief they intend filing; 4) the neutral shall render a decision within fifteen (15) days of when the briefs are due; and 5) the neutral's authority shall be restricted to either selecting the plan design submitted by the Committee or the plan design submitted on behalf of the County Commission. The Insurance Committee representative(s) and the County Labor Relations Manager shall also be advised of the Insurance Committee schedule and shall set a date with the neutral in advance of any known dispute in order to insure a timely decision in the event the resolution process is necessary. In the event the resolution process hearing is not necessary, County shall pay any cancellation fees. Each party shall be responsible for their costs of presenting their case to the neutral and any of his/her fees shall be split equally with the Insurance Committee (Associations) paying half and County paying half.

Mediation Process: If an impasse occurs prior to going to binding interest resolution, the parties agree to contact the selected individual from the forgoing list of insurance neutrals to mediate the dispute. Should mediation not resolve the dispute an expedited hearing with the selected neutral shall occur.

Any insurance committee member shall be granted time off from their assigned duties with Washoe County to attend the hearing at the County's expense. No overtime costs shall be paid to any employee attending the hearing.
(Revised 7-1-10)

C. Retiree Health Insurance:

1. For those individuals employed by the County between May 3, 1977, and January 13, 1981, the following provisions apply:

(a) The County will pay 50% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of ten (10) years of full-time County employment.

(b) The County will pay 75% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of fifteen (15) years of full-time County employment.

(c) The County will pay 100% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of twenty (20) years of full-time County employment. The payments specified in (a), (b), and (c), above, will be made in accordance with and are subject to all applicable laws in effect at the time of the employee's retirement, and are contingent upon the employee being medically eligible to be reinstated into the County's Retiree Health Insurance Program if there has been a break in coverage under the County's Health Plan.

2. For those employees hired on or after January 13, 1981, the provisions listed in Section C.1. above, are applicable except that in order to receive the retiree health insurance benefits an individual must be an employee of Washoe County immediately prior to drawing retirement benefits.

3. The parties recognize that the cost of retiree health insurance should be considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. Based upon this, the parties further recognize that the funding of the retiree health insurance program must be addressed during the period of employment of active employees in order to try and ensure the fiscal integrity of the program in the future and in order to try and ensure that the benefit upon retirement can be provided. Additionally, the parties recognize that the prefunding of the service cost of this program, which is addressed below, only represents a portion of the funding obligations of this program and that the parties will address the unfunded liability portion of this program in the future. At the point in time when the retiree health insurance program is fully prefunded, with no unfunded liability remaining, the retiree health insurance program will be fully considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. With those mutual recognitions and understandings, the parties herein agree to prefund the program annually at the actuarially determined service cost amount attributable to this bargaining unit beginning July 1, 1996. The amount of the service cost attributable to this bargaining unit will be a percentage of the number of employees represented by the bargaining unit compared to the number of employees covered under the County's Health Benefit Program.

4. For those employees hired on or after January 1, 1998 through June 30, 2010, the County will pay the portion of the medical insurance premium associated with the State PEBP Retiree Health Insurance plan for non-state employees. The parties recognize the 2003 Nevada Legislature passed legislation (AB286) that afforded public employees of Nevada political subdivisions the opportunity to enroll, upon their retirement, in the Public Employees Benefit Program (PEBP) health insurance plan. The 2003 legislation also obligated public employers of said retiree who enrolled in the plan to pay a portion of the medical premium on the retiree's behalf. In recognition of this statute, the County agrees, in lieu of making said payment to PEBP which option is currently not open to County retirees, to provide the payment on the retiree's behalf towards their Washoe County retiree medical insurance premium owed with Medicate becoming primary and Washoe County becoming secondary upon Medicare eligibility, should they elect to remain in the County Retiree Health Plan. In order to receive the retiree health insurance benefits and individual must be an employee of Washoe County immediately prior to drawing retirement benefits. The parties acknowledge that the PEBP medical premium payment level is set annually by the State.

5. For those employees hired after June 30, 2010, there will be no retiree medical health care contribution by the County.

(Added 7-1-10)

D. The County agrees to provide health insurance coverage and shall pay one-hundred percent (100%) of the premium for spouses and dependent children of any member of the bargaining unit who is killed in the line of duty and which member has said spouse and dependent children covered under the County's medical insurance plan at the time the member was killed. The spouse shall be covered until normal retirement age or remarriage, whichever occurs first. The dependent children shall be covered through the age of eighteen (18), or if enrolled in a college or university, up to age twenty-five (25).
(Revised 1-1-04)

ARTICLE 19 - MEDICAL EXAMINATIONS AND PREVENTIVE HEALTH CARE

Each employee shall receive a complete physical examination annually. Additionally, whenever an employee is exposed to carcinogenic materials or communicable diseases that have been verified by the Washoe County District Health Department or other appropriate medical authority, said employee shall receive appropriate examinations, and/or treatment. Additionally, employees shall be permitted to receive Hepatitis - B vaccinations. Any employee who elects to receive this immunization and who then fails to comply with the medical guidelines of this immunization program shall have the expense of his/her immunization deducted from his/her pay.

ARTICLE 20 - UNIFORM ALLOWANCE

A. The County of Washoe shall pay to every employee a uniform allowance at the rate of two hundred fifty dollars ($250) per quarter, payable quarterly the first payday in April, July and October and the last payday in December.
(Revised 7-01-14)

B. Present employees who have been required to purchase new uniforms since the qualification of the present Sheriff may claim reimbursement for such purchase.

C. The County of Washoe shall furnish the required uniforms to every new employee and to any present employee when required by the Sheriff to replace uniform items, which uniforms shall remain the property of the County.

D. When replacement of any item of uniform or equipment is required due to normal wear, such replacement shall be at the County's expense. When replacement of any item of uniform is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

E. The County will reimburse an employee for the repair or replacement cost of a non-uniformed item of clothing or equipment that is damaged or destroyed in the line of duty up to an amount not to exceed the maximum cost of the equivalent uniformed item of clothing or cost of equipment. In order that an affected employee receives the benefit of this section, he/she must report any claims prior to the end of the shift on which the incident of damage or destruction occurred.
(Revised 7-01-05)

ARTICLE 21 - SAFETY EQUIPMENT

A. The County of Washoe shall furnish the following items to every new employee, and to any present employee when required by the Sheriff to replace such items, which items shall remain the property of the County:

UNIFORM ITEM	QUANTITY	
	Patrol Officers	All Others
Cap (service)	1	1

Cap (ball style)	1	1
Cap badge	1	1
Cap rain cover (service)	1	1
Protective helmet	1	0
Duty jacket	1	1
Raincoat	1	0
Utility uniform	1	0*
Necktie	2	2
Tie bar	1	1
Shirt (long sleeve)	3	3
Shirt (short sleeve)	3	3
Breast badge	1	1
Name plate (last name only)	2	2
Trousers without stripes	3 pair	3 pair
Belt (uniform)	1	1
Belt (duty)	1	1
Handcuff case (double)	1**	0
Handcuff case (single)	2**	1
Handcuffs with keys	2	1
Baton ring	1	1
Baton	1	1
Ammunition (rounds)	50	50
Key strap	1	1
Flashlight holder	1	1
Rechargeable flashlight	1	0***
Non-rechargeable flashlight	0	1
Belt keepers	4	4
Identification card	1	1
Level II or Level III Ballistic Vest	1****	1****
Snowsuit	1*****	0

* Jumpsuits may be issued to officers assigned to the Bomb Squad, Civil Section, Detective Division, Forensic Investigation Section, Fire Safety Unit, Fugitive Sections, and the Search & Rescue Unit upon the request of the Division Commander. Distinctive jumpsuits are issued to the Detention Response Team, and water-resistant jumpsuits may be issued to the Incline Village patrol officers upon the approval of the Sheriff.

** Patrol officers have the option of receiving one (1) double handcuff case or two (2) single handcuff cases.

*** Rechargeable flashlights are issued to members of the Detective Division.

**** In lieu of the standard issue vest, the employee may receive the current cost of the standard issue vest to be used toward the purchase of a Level II or Level III Ballistic Vest issued in accordance to the current distribution process in effect not to exceed eleven hundred dollars ($1,100.00) per vest. (Revised 7-1-15)

***** A deputy assigned to the Patrol Division will be issued a snowsuit as part of a 3-year cycle rotation not to exceed three hundred dollars ($300.00) per snowsuit. (Added 7-1-14)

A. The County shall pay to each new employee in the bargaining unit who begins employment after July 1, 2014, five hundred twenty-five dollars ($525.00) toward the purchase of a weapon. Any weapon purchased must be approved by the Sheriff. The employee shall own the weapon and will be responsible to maintain and service the weapon. The employee must qualify with the purchased weapon as directed by the Washoe County Sheriff's Office. This is a one-time payment for which employees hired prior to July 1, 2014 are not eligible.
(Revised 7-1-14)

Effective July 1, 2014, the County shall pay all Deputies a safety equipment allowance of one hundred twenty-five dollars ($125.00) per quarter payable the first payday in April, July and October and the last payday in December.
(Revised 7-01-14)

The Sheriff and the Association will meet at least quarterly, and more frequently by mutual agreement, for the purpose of consulting on work related safety equipment. Examples for discussion may include, but not be limited to, patrol cars and radios.
(Revised 1-1-98)

ARTICLE 22 - COURT APPEARANCES

A. From time to time employees shall be required to appear in judicial or administrative proceedings. When so required during an off-duty period, employees shall be compensated in accordance with the provisions of Article 16.

B. Any employee required to appear as provided above during either an off-duty or an on-duty period, and who receives a witness fee from the County for his/her appearance, shall be required to remit such fee to the County.

C. Any employee required to appear as provided above, whether during an on-duty period or an off-duty period, shall retain any mileage fee paid in connection with such appearance, unless the employee is provided with a county vehicle to travel to and from such proceedings.

ARTICLE 23 - ASSIGNMENT DIFFERENTIAL PAY

A. Employees who are utilized as Field Training Officers or Range Masters shall receive a five percent (5%) differential while assigned duties specifically related to the Field Training and Evaluation Program/Range Program. Such differential shall be paid for an entire day in which the special duties were performed during any part of said day. This differential will be in addition to any other compensation provided in this Agreement, except for temporary supervisor pay.

B. Crime Scene Investigators Differential: Employees assigned as Crime Scene Investigators shall receive five percent (5%) differential during the period of such assignment. Employees not assigned as a Crime Scene Investigator, but who otherwise possess the necessary qualifications, which are assigned on a case-by-case basis to perform crime scene investigations shall receive five percent (5%) differential during the actual period of such assignment. Such differential shall be paid for an entire shift during which the crime scene investigation duties were performed. This differential will be in addition to any other compensation provided in this agreement except for temporary supervisor pay.

C. Deputy Sheriffs assigned to the Detective Division, Narcotics Division, and Forensic Investigation Section and Deputies assigned to the R.A.V.E.N. Program or Extradition Unit who are piloting aircraft shall receive a salary increase of ten percent (10%) during the period of such assignment.

D. The following assignments shall qualify for a five percent (5%) incentive differential during the time period a deputy is so assigned:

1. Armorer
2. Training Section Deputy
3. Background Deputy
4. Motors
5. Administrative Deputy
6. Inmate Assistance Program Deputy
7. MAIT
8. RAVEN Tactical Flight Observer (TFO) Deputies and Ground Support Deputies.

E. The following assignments shall qualify for a two percent (2%) incentive differential during the time period a deputy is so assigned:

1. Special Weapons and Tactics (S.W.A.T.)
2. Detention Response Team (D.R.T.)
3. Consolidated Bomb Squad Team
4. Hostage Negotiations Team
5. Drug Laboratory Clean-Up Team

(Added 07-01-13)

F. Deputy Sheriffs assigned a canine or assigned to canine duties will be compensated an additional seven (7) hours per week at their assigned rate of pay to account for canine maintenance, etc.
(Revised 1-1-04)

G. Deputy Sheriffs who are assigned by the Sheriff to work in the Patrol Division and assigned primary responsibility to a specific beat; the Special Needs/Mental Health Unit; Special Housing Unit (SHU); Infirmary; the Court Transportation Unit; or Civil Division Deputies who have been certified as qualified through training and approval of the Sheriff's Office in Crisis Intervention Training (CIT), shall receive a five percent (5%) differential during the time period the Deputy is so assigned. Nothing contained in this provision shall be interpreted to restrict the Sheriff's Office from assigning any deputy to work in the Patrol Division; the Special Needs/Mental Health Unit; Special Housing Unit (SHU); or Infirmary.
(Revised 07-01-15)

ARTICLE 24 - NIGHT SHIFT DIFFERENTIAL PAY / EDUCATION INCENTIVE PAY

A. **Shift Differential**: All shift work performed between the hours of 7:00 p.m. and 7:00 a.m. shall be considered night work for all Commissioned staff. Payment for night work, in addition to regular compensation, shall be made at the rate of six percent (6%) of base salary for those hours worked between 7:00 p.m. and 7:00 a.m. except as provided herein. If an employee works a shift of which at least fifty percent (50%) of the hours are between 7:00 p.m. and 7:00 a.m. the employee shall be paid the differential for the entire shift.

An employee who, at the direction of management, is reassigned from a bid shift eligible for the differential to a shift which is not eligible for the differential shall continue to receive night shift differential for the remainder of the shift bid excluding any reassignment for purposes of any type of training. An employee who is reassigned for purposes of light duty resulting from an on-the-job injury from a bid shift eligible for the differential to a shift which is not eligible for the differential shall continue to receive night shift differential for the remainder of the shift bid. This continuation of night shift differential for the

remainder of the shift bid shall not apply to any light duty shift reassignment resulting from an off-the-job injury. There shall be no carryover of night shift differential on a non-qualifying shift from one shift bid to another shift bid.
(Revised 7-1-09)

B. **Education Incentive**:

1. **Intermediate P.O.S.T.**: Effective October 1, 2015, Deputies who attain a Nevada Intermediate P.O.S.T. certificate will qualify for a one point two five percent (1.25%) of base pay education incentive. Deputies will continue to receive the 1.25% incentive until such time the employee is promoted from the Deputy rank or upon termination of employment with the County.

2. **Advanced P.O.S.T.**: Effective April 1, 2016, Deputies who attain a Nevada Advanced P.O.S.T. certificate will qualify for a one point two five percent (1.25%) of base pay education incentive. Deputies will continue to receive the 1.25% incentive until such time the employee is promoted from the Deputy rank or upon termination of employment with the County.

Deputies that attain both the Nevada Intermediate P.O.S.T and Nevada Advanced P.O.S.T. certificates are eligible for both education incentive pays, as described above.
(Added 7-01-15)

ARTICLE 25 - TEMPORARY SUPERVISOR PAY

In the event an employee is assigned by the Sheriff or his designee to assume a supervisor's duties for four (4) hours or more, he/she shall be paid at Step 3 of Sergeant for the duration of the assignment. Preference shall be given to employees on current promotional eligibility lists. Such assignments shall be in writing except in emergency circumstances; such assignments shall be for a minimum of four (4) consecutive hours. No employee shall be assigned such duty nor permitted to assume such duty until he/she has completed probation.

ARTICLE 26 - PROMOTIONAL EXAMINATIONS

The Sheriff's Office shall post a notice of departmental promotional examinations at least three (3) months prior to the examination. The notice shall contain the minimum qualifications for the position and a current list of study materials.

The examination announcement, which is prepared by the Department of Human Resources, shall be posted for not less than four (4) weeks. The examination announcement shall include the duties of the position, salary, minimum qualifications, the subjects to be included in the examination, and the final filing date.

ARTICLE 27 - DEPUTY INSTRUCTIONS

No Deputy shall instruct law enforcement subjects from any lesson plan that has not received POST approval.

ARTICLE 28- DUES DEDUCTION

The County agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deduction from their wages in writing, such membership dues as may be uniformly assessed by the

Association. Such deductions shall continue for the duration of the Agreement, and shall be at no cost to the Association.

The remittance to the Association shall be forwarded to the Treasurer of the Association in monthly payments.
(Revised 7-1-92)

There shall be no restriction on the right of an employee to terminate his dues deduction.

The County will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

ARTICLE 29 - ASSOCIATION USE OF COUNTY BUILDINGS

The County recognizes the necessity of the Association to hold Association meetings. It is mutually agreed that, upon request to the party under whose control the facilities are placed, the Association shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:

A. Any such meeting held in or on County property shall be without cost to the Association.

B. No such meeting shall be allowed to interfere with normal County activities.

C. This provision is not a guarantee to the Association that County facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Association.

ARTICLE 30 – DISTRIBUTION OF CONTRACT

Upon written request from the Association, the County agrees to provide, on a final one-time basis, up to fifty (50) photocopies of the 2015–2016 Agreement within a reasonable period of time after BCC approval. The cost of reproducing this Agreement shall be borne by the HR Department. All Agreements, thereafter, shall be posted on the Washoe County Labor Relations website and no further copies will be paid for or provided by Human Resources.

This Agreement shall be posted on the Washoe County Labor Relations website within thirty (30) days of BCC approval.
(Revised 7-01-15)

ARTICLE 31 - RESIDENT DEPUTY PAY

Employees who are assigned as resident Deputies, regardless of Departmental rank, to the Incline sub-station and who reside at Incline Village, Crystal Bay, Brockway, Kings Beach, Agate Bay, Carnelian Bay, Cedar Flats, Tahoe City, or Tahoe Vista, shall be paid an assignment differential of two hundred fifty dollars ($250.00) biweekly, to compensate for increased cost of living. Employees who are assigned as resident Deputies, regardless of Departmental rank, to Gerlach shall be paid an assignment differential of seventy-five dollars ($75.00) biweekly, to compensate for the remote assignment. A deputy assigned to a remote location for less than two (2) weeks will receive remote assignment pay on a prorated basis.

Effective 2004, and each year thereafter, the foregoing assignment differential amounts shall be increased at the beginning of the first pay period in February equal to the annual percent increase in the Consumer Price Index-All Urban Consumers (CPI-U) for the prior calendar year. For February 2004, this increase equals 1.9%. Refer to Exhibit C for a historical listing of annual percentages.

Effective the first full pay period in January 2004, employees who are assigned as resident Deputies to the Incline sub-station who do not reside there shall receive fifty dollars ($50.00) transportation allowance per pay period.

Effective 2008, and each year thereafter, the foregoing transportation allowance amount shall be increased at the beginning of the first pay period in February equal to the annual percent increase in the Consumer Price Index-All Urban Consumers (CPI-U) for the prior calendar year. For February 2008, this increase equals 4.1%. Refer to Exhibit C for a historical listing of annual percentages.
(Revised 7-01-15)

ARTICLE 32 - COUNTY ORDINANCE PROVISIONS

In the event that the Board of Commissioners of Washoe County adopt or amend any ordinances or resolutions of Washoe County during the duration of this Agreement, which ordinance or resolution provisions confer additional or more extensive employee benefits than those provided in this Agreement, the Washoe County Sheriff Deputies Association may elect to receive such benefits in lieu of the provisions of this Agreement, and this Agreement shall not have the effect of denying to the members of the Association benefits provided for County employees who are not members of the Association.

The provisions of this Article shall not apply to any additional or more extensive benefits enacted by the Board of Commissioners of Washoe County as part of a management compensation plan and any such benefits shall not accrue to the Washoe County Sheriff Deputies Association unless both parties mutually agree to incorporate such specific benefits into this Agreement. Additionally, the provisions of this Article shall not apply to any additional or more extensive benefits provided to employees of the Truckee Meadows Fire Protection District or to additional or more extensive benefits provided to employee groups, which are negotiated as part of collective bargaining pursuant to NRS Chapter 288.
(Revised 2-21-01)

ARTICLE 33 - AMENDING PROCEDURE

If either party desires to modify or change this Agreement it shall, no later than February 1 of any year, give written notice to the other party of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired, except that no amendments or modifications to this Agreement shall be made prior to July 1, 2008, except by mutual agreement of the parties or through the provisions of Article 46 herein. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon or awarded pursuant to the provisions of Chapter 288 of NRS shall become and be part of this Agreement, the effective date to be as mutually agreed. Any amendments that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

Any change to this Article is solely for cleanup purposes and is not intended to amend the parties rights.

ARTICLE 34 - INVESTIGATIONS

Investigations shall be conducted in accordance with NRS 289 (See Exhibit B in the back of this Agreement).

ARTICLE 35 - DISCIPLINE, SUSPENSION AND DEMOTION

The County shall not demote, suspend or take any other disciplinary action against an employee without just cause. The County shall notify employees affected and the Association's Grievance Committee of all disciplinary actions taken.

If the County alleges that an employee's work performance has fallen below standard, said employee's supervisor shall inform the employee promptly and specifically of such lapses before issuing a warning letter or reprimand.

Nothing shall be used against an employee in a demotion, suspension or other disciplinary action unless the employee has been notified of the disciplinary action being imposed in writing, with a copy placed in the employee's personnel file. In the event that there has been such a notification at a level of a

warning letter or reprimand, that notification shall not be used against an employee in future disciplinary actions if it has been in the employee's file for a period of eighteen (18) months or more, discounting periods of leaves of absence in excess of thirty (30) days, provided that there has been no notification for the same or similar conduct during that eighteen (18) month period. This eighteen (18) month limitation does not apply to any disciplinary action taken against an employee arising out of a matter covered under Title VII of the Civil Rights Act of 1964. The purpose of this exception is to allow consideration of both the seriousness of the employee's proven offense and the record of the employee with the County in determining the degree of discipline administered, given the County's specific legal obligations under Title VII.

An employee may appeal discipline, demotion, suspension or other forms of discipline through the Agreement's grievance procedure, which shall be the exclusive remedy for the appeal of disciplinary actions. In the event an employee receives a substandard evaluation, which results in the employee being denied a merit salary increase or longevity pay, said evaluation may be grieved on the basis that it was arbitrary or capricious. An employee, who is disciplined under the Department's Drug Testing Policy, may appeal said discipline through the Grievance Procedure.
(Revised 2-21-01)

ARTICLE 36 - DISCHARGE

A. The County shall not discharge a permanent, classified employee without just cause. The right to protest a discharge pursuant to this Article shall be limited to non-probationary, classified employees.

B. Before taking action to discharge an employee having permanent status in the classified service, the appointing authority shall serve on the employee and the Association, either personally or by certified mail, a Notice of Proposed Action, which shall contain the following:

1. A statement of the action proposed to be taken.
2. A copy of the charges, including the acts of omissions and grounds upon which the action is based.
3. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
4. A statement that the employee may review and request copies of materials upon which the proposed action is based.
5. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

C. The employee or Association upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond or protest to the appointing authority either orally or in writing, before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend, in writing, the period to respond.

D.

1. An appointing authority may immediately suspend without pay, an employee pending discharge for gross misconduct or conduct which gives rise to a clear and present danger to public health and safety.
2. Notice of immediate suspension hereunder shall comply with the provisions of Paragraph B above and be served on the employee and the Association either personally or by posting by certified mail within twenty-four (24) hours of the effective time of suspension.

E. An appointing authority, upon giving notice as provided in Paragraph B above, may immediately suspend an employee against whom there is pending a criminal charge and which charge must adversely and directly affect the County service or conflict with continued employment, or is seriously and substantially disruptive of department or County operations. Pending criminal charges exist when an employee has been named a defendant in a criminal complaint or indictment filed in any court.

F. In any action to discharge an employee having permanent status in a position in the classified service, after complying with the applicable requirements of Paragraphs A through E above having reviewed the employee or Association response, if any, given pursuant to Paragraph C above, the appointing authority may order the discharge of the employee. Such order shall:

1. be in writing,
2. state specifically the causes for the action,
3. state the effective date of such action, which shall not be less than seven (7) calendar days from the date of such order,
4. be served on the employee and the Association, either personally or by certified mail within 24 hours of such order, and
5. be filed with the Director of Human Resources.

G. Either the employee or Association may protest the discharge, which protest shall be an appeal considered and processed in accordance with the Agreement's Grievance Procedure commencing at Step 4.
(Revised 2-21-01)

ARTICLE 37 - PROBATIONARY EMPLOYEES

The appointing authority shall notify the Association of any appointee, probationary or promotional, who fails to attain permanent status.

ARTICLE 38 - GRIEVANCE PROCEDURE

The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the conditions of a grievance appeal.

I. GENERAL

A. Definitions
   1. Grievance: A grievance is a dispute by one or more employees or the Association concerning the interpretation or application of an expressed provision of this Agreement.
   2. Grievant:
      (a) A county employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved.
      (b) The Association may file a grievance alleging a violation of contract terms in an attempt to avoid negative precedent. However, in no event may the Association assert a grievance appealing a disciplinary action "on behalf of" an Association member or nonmember absent the signed approval of same.
   3. Day: For purposes of this procedure, a day is defined as a calendar day.

B. All grievances shall be filed in writing; shall be dated as of the date filed; and shall specify the collective bargaining agreement provision alleged to have been violated. The grievance shall also specify the facts, including names, dates, etc., which are alleged to constitute the violation.

C. A grievant(s) shall have the right to representation of up to three (3) representatives of the Association at each step of the grievance procedure.

D. No grievance settled by an employee in a classification represented by the Washoe County Sheriff Deputies Association shall be accepted by the County unless said employee has received concurrence from his Chief Deputy Sheriff or Sheriff.

E. Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties except that the waiver of the time limits contained in Step 1 of this procedure can only be agreed to on the part of the County by the Chief Deputy Sheriff in the chain of command of the grievant, or the Sheriff.

II. PROCEDURE

STEP 1

A. The aggrieved employee or the Association representative shall take up the grievance with his immediate supervisor or, in the event the matter giving rise to the grievance occurs at a supervisory level above the immediate supervisor, the grievant may file a grievance with the next level of supervision within fourteen (14) days of when the employee knew or should have known of the occurrence giving rise to the grievance. If the matter giving rise to the grievance is initiated at the Chief Deputies level the grievance procedure will start at that level. If the matter giving rise to the grievance is initiated at the Sheriff's level the grievance procedure will start at that level. The management representative at the level at which the grievance is filed shall attempt to adjust the matter at that time. If the grievance is not settled during the informal discussion, the grievant shall submit it in writing to this supervisor within seven (7) days of the informal discussion. The supervisor shall render a decision in writing to the grievant within seven (7) days after receipt of the written grievance.

B. If the matter giving rise to the grievance occurs at the Washoe County Manager's level, the grievant may file the grievance within fourteen (14) days as set out above in Paragraph A of this Article. Grievances involving contract interpretation shall be filed concurrently with the County Manager and the Sheriff.

Should the grievance remain unresolved, the grievant may proceed to Step 4 within fourteen (14) calendar days after receipt of the Washoe County Manager's or his designee's response.

STEP 2

In the event the grievant is not satisfied with the Step 1 written response to the grievance, the aggrieved employee or the Association representative may refer the grievance in writing to the Chief Deputy Sheriff in the chain of command that initiated the matter giving rise to the grievance within seven (7) days after receipt of the written response if the grievance has not been filed at a higher level of supervision pursuant to Step 1.

The Chief Deputy Sheriff shall render a decision in writing within seven (7) days after receiving the grievance.

STEP 3

Should the grievance remain unresolved, the employee or Association representative may, within seven (7) calendar days of receipt of the Chief Deputy Sheriff's decision, if applicable, submit the grievance in writing to the Sheriff. The Sheriff shall respond to the grievance in writing within seven (7) calendar days after receipt of the grievance. Grievances involving contract interpretation shall be filed concurrently with the County Labor Relations Manager and the Sheriff.

STEP 4

Should the grievance remain unresolved, the employee or Association may, within fourteen (14) calendar days after receipt of the Sheriff's or County Manager's (or designee) response, make a request in writing for arbitration to the County Labor Relations Manager. If the grievant is representing him/herself rather than being represented by the Association, the matter may be submitted to arbitration but particular

attention is to be drawn to the provisions of this Article regarding the costs associated with arbitration. If the parties are unable to agree upon an arbitrator, the grievant shall submit a request for a list of seven (7) or nine (9) arbitrators to the American Arbitration Association. The request to the American Arbitration Association must be submitted within forty-five (45) days of receipt of the decision rendered at Step 1 or Step 3, whichever is applicable.

III. ARBITRATION

Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator. The selection of the arbitrator shall be made from the list provided by alternately striking names. The party striking first shall be determined by lot.

The arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing which shall set forth his findings of fact, reasoning, and decisions on the issues submitted. The arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement. The arbitration hearing shall be conducted in accordance with the American Arbitration Association Voluntary Arbitration Rules.

The expenses of arbitration, including the arbitrator's fee/costs and the expenses and costs of the arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense. The parties shall be considered as either the County and the Washoe County Sheriff Deputies Association or, if a grievant is representing himself, the County and the grievant(s). The parties recognize that assignment of authority to proceed to arbitration to the grievant does not alter recognition of the Association as the employee's representative pursuant to NRS Chapter 288.
(Revised 2-21-01)

ARTICLE 39 - SAFETY AND HEALTH ADVISORY COMMITTEE

A. The County agrees to establish a Departmental Safety and Health Advisory Committee, comprised of not more than three (3) representatives each from the County and the Association. The County shall submit to the Association and the Association to the County the names of their respective representatives within thirty (30) days of the implementation of this contract.

B. The Committee will meet at the call of any committee member or as otherwise required for the purpose of inspecting, investigating, and/or reviewing the health and safety conditions concerning bargaining unit employees.

C. The Committee or any of its representatives shall submit to the Sheriff and the Association President, reports and recommendations concerning safety and health conditions of the bargaining unit employees.

D. The Sheriff shall respond to the Committee informing it of his decision, with reasons, regarding the recommendation within thirty (30) days, or as soon thereafter as practicable.

E. If the Sheriff's decision differs from the findings of the Safety and Health Advisory Committee, and the Sheriff implements findings contrary to the Committee's, the Association may file an appeal pursuant to Article 39. "Grievance Procedure," Step 4, to determine whether the Sheriff acted arbitrarily, capriciously, or discriminatorily.

ARTICLE 40 - TRAVEL EXPENSE - PER DIEM

The parties agree that the County Travel Expense Policy shall apply to this bargaining unit.
(Revised 7-01-08)

ARTICLE 41 - PHYSICAL ABILITY TEST

Effective July 1, 2013, the parties agree to discontinue the Physical Ability Test and incentive pay, as described in Article 42 of the 2011-2013 agreement, and include the 3% Physical Abilities Test incentive pay into the base wage as shown in Exhibit A – Salary Schedules.
(Revised 7-30-13)

ARTICLE 42 - REDUCTION IN FORCE - LAYOFFS

Whenever the County reduces in force or lays off any employee having permanent status because of lack of work or lack of funds, the following procedure shall be used:

A. The County shall determine in which class or classes within the bargaining unit reduction in staff will have the least detrimental effect on departmental operations and will specify the layoff accordingly. Within the bargaining unit, all nonpermanent employees shall be laid off before any permanent employees and in the following order: temporary, provisional and probationary.

B. Seniority shall be the determining factor for purposes of layoff and right to rehire. Seniority shall be defined as total service time within the bargaining unit, including all service time in higher ranking law enforcement positions within the Sheriff's Office that are outside the bargaining unit. The employee with the least seniority shall be the first to be laid off. The order of rehire shall be in reverse order of layoff with the last or most senior employee laid off being the first to be rehired. Ties in seniority shall be broken by the drawing of lots.

C. An employee laid off in one class within the bargaining unit may displace another employee in another class within the bargaining unit if the laid off employee had previously attained permanent status in the other class and there is an employee in that class with less seniority. The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her.

D. An employee laid off in a higher ranking law enforcement position within the Sheriff's Department that is outside the bargaining unit shall be permitted to displace an employee within the bargaining unit having less seniority. The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her.

E. All permanent employees laid off shall be placed on a reemployment list for the class in which the employee was laid off or for another class within the bargaining unit for which they meet the minimal qualifications. The reemployment list shall remain in effect for a period of two (2) years from the date of lay off. Refusal of an employee to accept an appointment to a position in a class from which he/she was laid off may result in the removal of the employee from the reemployment list.

F. The Association will be informed of any pending reduction in force layoffs at least seven (7) days prior to the official notification of employees affected thereby. The notification will include the reasons for the layoffs and the number and types of positions affected. At this time, the Association may make its views and recommendations known to the County concerning the implementation of such layoff. Employees affected shall be given thirty (30) days notice of layoff.

G. The County will cooperate with any employee who is laid off as a result of a reduction in force layoff and the State Employment Service (or equivalent agency) in determining the rights to be afforded the separated employee(s) and will inform employees of the method and procedures to follow when applying for any available benefits.
(Revised 7-1-09)

ARTICLE 43 - DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee, shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.
(Revised 1-1-09)

ARTICLE 44 - LINE OF DUTY DEATH

In recognition of the constant exposure to hazardous working conditions facing bargaining unit members and the expectation for bargaining unit members to respond to calls for aid from the public and, while so doing, often placing their own safety in jeopardy, the County of Washoe agrees to provide the following benefit for those bargaining unit members who make the ultimate sacrifice for the public they serve.

On behalf of any bargaining unit member who dies in the line of duty, the County of Washoe agrees to pay non-reimbursed costs, to a maximum expenditure of twenty thousand dollars ($20,000.00) per death, towards memorial services, funeral service, and internment related expenses of such a deceased member. This benefit is in addition to any life insurance benefit provided by the County for bargaining unit members.
(Added 7-1-09)

ARTICLE 45 - SAVINGS CLAUSE

A. This Agreement is the entire agreement of the parties, terminating all prior arrangements and concluding all negotiations during the term of this Agreement. The County shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement; the Association may request discussions if it wishes.

B. Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

C. In the event that section B. above is affected or Chapter 288 of the Nevada Revised Statutes is amended, the County and Association Negotiating Teams will meet within thirty (30) days of such decision or passage to negotiate its ramification(s) on the current negotiated Agreement.
(Revised 7-1-09)

ARTICLE 46 - DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 2015, and shall continue in force through June 30, 2016.

The Parties agree that new legislation, SB 241, went into effect in June of 2015. SB 241 encompasses "evergreen" clauses as they pertain to collective bargaining agreements. The Parties remain on opposite sides of the new law's interpretation.

Washoe County asserts that the "evergreen" language in Article 46 of the 2014-15 Collective Bargaining Agreement, which included "*and shall be automatically renewed from year to year thereafter unless amended in accordance with Articles 33 and/or 45*" immediately after the dates describing the duration of the Agreement, is in contravention of SB 241, and is therefore null and void pursuant to law

and Article 45(B) of this Agreement. Washoe County therefore will not agree to include the quoted language in the Agreement.

The Association asserts that SB 241 does not affect the quoted language in Article 46 and seeks to continue to include that language in the Agreement.

In the interest of concluding negotiations for this 2015-16 Agreement, the parties agree to abide by any legally binding decision concerning SB 241.

If, after a legally binding decision, the Association and/or the County desire to discuss the impact, they shall have the option to exercise the protocol set forth in Article 45(C) to negotiate the ramification(s) SB 241 has on the Agreement.

IN WITNESS WHEREOF, the County and the Association have caused this Agreement to be modified and the amendments hereto added this 22nd day of September, 2015.

WASHOE COUNTY SHERIFF
DEPUTIES ASSOCIATION

By: Tim Ross
Tim Ross
President

COUNTY OF WASHOE

By: Marsha Berkbigler
Marsha Berkbigler, Chair
Washoe County Commission

Memorandum of Understanding

Between The Washoe County Sheriff's Office
And
The Washoe County Sheriff Deputies Association
August 12, 2004

Protocol For Fitness for Duty Examination

In order to establish a standard protocol for handling future requests for a Fitness for Duty Examination of commissioned and civilian personnel employed by this Office and to insure that all pertinent information is readily available to the examining health care provider, the following procedure will apply:

1. All requests for a Fitness for Duty Examination will originate from a Division Commander.

2. The request will be made in a memorandum format captioned "Request For Fitness For Duty Examination, and shall include a narrative and any supporting documentation that sets forth the underlying factual observations or incidents upon which the request for a fitness for duty examination is based, the mental or physical condition or trait in question to the discharge of the employee's essential functions, duties and responsibilities with this Office.

3. The request form and all accompanying documents shall be forwarded to the Undersheriff for review.

4. The Undersheriff will review the request and any supporting material to make sure that sufficient information has been supplied to justify the underlying rationale for the request and to identify the nature of the examination needed and the appropriate health care provider to make the mental or physical examination indicated.

5. Except in exigent circumstances that do not permit such notification, the Undersheriff will consult with agency legal staff and with the designated representative of the labor association to which the employee in question either belongs, or is represented by, to advise that the request has been made and to allow said association an opportunity to learn of, and discuss with the employee, the rationale for said examination, the nature of the examination, and the identify of the health care provider to be used in making the fitness for duty examination.

6. While the recommendations of the association will be considered, this Office reserves the right to select appropriate professional best qualified, in its opinion, to conduct such examination.

7. In the event that the Undersheriff determines that a fitness for duty examination is warranted, the Undersheriff, or such person as the Undersheriff shall designate, will coordinate with the health care provider and the employee to arrange for the time and date of the appointment to conduct the fitness for duty examination. In connection with this referral, the Undersheriff or such person as the Undersheriff shall designate, will forward the original request form and supporting documentation, together with any additional supporting document or comment generated during the review by the Undersheriff, to the health care provider as background information for use by that professional in conducting the fitness for duty examination. The employee shall be provided with a copy of any such information together will a copy of the scheduling notice confirming the date, time and place of the fitness for duty examination and

the name and professional licensing of the health care provider designated to conduct that evaluation.

8. Any fitness for duty examination done at the direction of this Office shall be done during the employee's on-duty time with the costs for any such examination and the report made in connection therewith paid for by this Office.

9. In making the referral for a fitness for duty examination, this Office will confirm with the health care provider that the fitness for duty opinion to be rendered by the health care provider need only address whether the employee in question can perform the essential functions of that employee's duties and responsibilities with this Office and the nature and duration of any reasonable accommodation needed to address any deficiencies or limitations noted during the examination.

10. This Office has no need to be advised by the health care provider of the underlying mental or physical condition resulting in any determination that an employee is unfit for duty or requires reasonable accommodation except to the extent that the health care provider determination that such disclosure is necessary in order to provide that reasonable accommodation.

11. Any request for a fitness for duty examination, the supporting document in connection therewith and the report of the health care provider shall be maintained in the employee's medical files maintained by this Office and treated as a confidential personnel record except to the extent that disclosure is necessary in order to implement any reasonable accommodation recommended by the health care provider.

12. The WCSO and WCSDA agree that this Protocol For Fitness For Duty Examinations, is hereby approved as agreed and subject to be implemented by the Sheriff as adopted and that any changes incorporated hereafter shall be subject to negotiations pursuant to NRS Chapter 288.

For the WCSO

Signed by Dianne Nicholson on 1/3/05
Dianne Nicholson, Undersheriff

For the WCSDA

Signed by Bill Ames on 1/3/05
Bill Ames, President

EXHIBIT A
SALARY SCHEDULE
NON-SUPERVISORY DEPUTIES COMPENSATION SCHEDULE
* Effective: 07/01/15

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
D	001	1	24.78	-	24.78	51,542.40	-	51,542.40
D	001	2	25.99	-	25.99	54,059.20	-	54,059.20
D	001	3	27.32	-	27.32	56,825.60	-	56,825.60
D	001	4	28.69	-	28.69	59,675.20	-	59,675.20
D	001	5	30.18	-	30.18	62,774.40	-	62,774.40
D	001	6	31.74	-	31.74	66,019.20	-	66,019.20
D	001	7	33.98	-	33.98	70,678.40	-	70,678.40

* Reflects a 2.50% COLA Effective 07/01/15

EXHIBIT B
Sheriff's Deputies Longevity Schedule 2015-2016
Non-Supervisory Unit

Effective July 1, 2015 through June 30, 2016

Total Years of Full-Time Service	Annual Longevity Payment	Semi-Annual Longevity Payment
5 but less than 6	$1,766.96	$883.48
6 but less than 7	$2,120.35	$1,060.18
7 but less than 8	$2,473.74	$1,236.87
8 but less than 9	$2,827.14	$1,413.57
9 but less than 10	$3,180.53	$1,590.27
10 but less than 11	$3,533.92	$1,766.96
11 but less than 12	$3,887.31	$1,943.66
12 but less than 13	$4,240.70	$2,120.35
13 but less than 14	$4,594.10	$2,297.05
14 but less than 15	$4,947.49	$2,473.75
15 but less than 16	$5,300.88	$2,650.44
16 but less than 17	$5,654.27	$2,827.14
17 but less than 18	$6,007.66	$3,003.83
18 but less than 19	$6,361.06	$3,180.53
19 but less than 20	$6,714.45	$3,357.23
20 but less than 21	$7,067.84	$3,533.92
21 but less than 22	$7,421.23	$3,710.62
22 but less than 23	$7,774.62	$3,887.31
23 but less than 24	$8,128.02	$4,064.01
24 but less than 25	$8,481.41	$4,240.71
25 or more	$8,834.80	$4,417.40

Formula for Calculating Longevity Pay:
Base Hourly Salary (.005 x Years of Service) x 2080 hours = Annual Longevity Payment
Example using Step 7 and 10 years of service:

$33.98 (.005 x 10) x 2080 = $3,533.92 (Annual) / 2 = $1,766.96 (Semi-Annual)

Please note: Because the table is based on a level of service, the table assumes that all employees are at these steps. If there is a conflict between the table and Article #17, the Article will prevail.

EXHIBIT C

Historical Consumer Price Index for All Urban Consumers (CPI-U)

Annual Average Effective December, 2003 through December, 2014
Article 31 – Resident Deputy Pay (Calculations)

Year Avg./Eff.	Annual Average Percent (December)	Resident Deputy Pay (Incline) (Wage Type 3215) Per Pay Period	Resident Deputy Pay (Gerlach) (Wage Type 3215) Per Pay Period	Incline Transportation Allowance (Wage Type 3218) Per Pay Period
2014/2015	.8%	$324.71	$97.40	$58.20
2013/2014	1.5%	$322.13	$96.63	$57.74
2012/2013	1.7%	$317.37	$95.20	$56.89
2011/2012	3.0%	$312.06	$93.61	$55.94
2010/2011	1.5%	$302.97	$90.88	$54.31
2009/2010	2.7%	$298.49	$89.54	$53.51
2008/2009	.1%	$290.64	$87.19	$52.10
2007/2008	4.1%	$290.35	$87.10	$52.05
2006/2007	2.5%	$278.91	$83.67	$50.00*
2005/2006	3.4%	$272.11	$81.63	$50.00*
2004/2005	3.3%	$263.16	$78.95	$50.00*
2003/2004	1.9%	$254.75	$76.43	$50.00*
2003	Negotiated	$250.00	$75.00	$50.00*

***CPI-U % was not applied to Incline Transportation Allowance until 2008 per the BCC on 08/26/08 (Agenda Item #14) and approval from Steve Watson, Labor Relations Manager on 08/22/08 for WCSDA & WCSSDA to be consistent with WCEA.**

Note: CPI-U statistics provided by the United States Department of Labor – Bureau of Labor Statistics; Table 24 "Historical Consumer Price Index for All Urban Consumers: U.S. city average, all items".

This table is provided for information purposes only. If there is a conflict between the table and Article #31, the Article will prevail.

EXHIBIT D - CHAPTER 289–PEACE OFFICERS

GENERAL PROVISIONS

NRS 289.010 Definitions. As used in this chapter, unless the context otherwise requires:

1. "Administrative file" means any file of a peace officer containing information, comments or documents about the peace officer. The term does not include any file relating to an investigation conducted pursuant to NRS 289.057 or a criminal investigation of a peace officer.

2. "Choke hold" means the holding of a person's neck in a manner specifically intended to restrict the flow of oxygen or blood to the person's lungs or brain. The term includes the arm-bar restraint, carotid restraint and lateral vascular neck restraint.

3. "Peace officer" means any person upon whom some or all of the powers of a peace officer are conferred pursuant to NRS 289.150 to 289.360, inclusive.

4. "Punitive action" means any action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer of a peace officer for purposes of punishment.

(Added to NRS by 1983, 2096; A 1989, 1582; 1993, 2525; 1999, 182, 2424; 2005, 621)

RIGHTS OF PEACE OFFICERS

NRS 289.020 Punitive action: Prohibited for exercise of rights under internal procedure; opportunity for hearing; refusal to cooperate in criminal investigation punishable as insubordination.

1. A law enforcement agency shall not use punitive action against a peace officer if he chooses to exercise his rights under any internal administrative grievance procedure.

2. If a peace officer is denied a promotion on grounds other than merit or other punitive action is used against him, a law enforcement agency shall provide the peace officer with an opportunity for a hearing.

3. If a peace officer refuses to comply with a request by a superior officer to cooperate with his own or any other law enforcement agency in a criminal investigation, the agency may charge the peace officer with insubordination.

(Added to NRS by 1983, 2098)

NRS 289.025 Confidentiality of home address and photograph of peace officer in possession of law enforcement agency; exception.

1. Except as otherwise provided in subsection 2, the home address and any photograph of a peace officer in the possession of a law enforcement agency are not public information and are confidential.

2. The home address and photograph of a peace officer may be released:

(a) If the peace officer authorizes the release; or

(b) If the peace officer has been arrested.

(Added to NRS by 2005, 621)

NRS 289.030 Law enforcement agency prohibited from requiring peace officer to disclose financial information; exception. A law enforcement agency shall not require any peace officer to disclose his assets, debts, sources of income or other financial information or make such a disclosure a condition precedent to a promotion, job assignment or other personnel action unless that information is necessary to:

1. Determine his credentials for transfer to a specialized unit;

2. Prevent any conflict of interest which may result in any new assignment; or

3. Determine whether he is engaged in unlawful activity.

(Added to NRS by 1983, 2096)

NRS 289.040 Law enforcement agency prohibited from placing unfavorable comment or document in administrative file of peace officer; exception; right to respond; provision of copy of comment or document; right to review administrative file under certain circumstances.

1. Except as otherwise provided in subsection 3, a law enforcement agency shall not place any unfavorable comment or document in any administrative file of a peace officer maintained by the law enforcement agency unless:

(a) The peace officer has read and initialed the comment or document; or

(b) If the peace officer refuses to initial the comment or document, a notation to that effect is noted on or attached to the comment or document.

2. If the peace officer submits to the law enforcement agency a written response within 30 days after he is asked to initial the comment or document, his response must be attached to and accompany the comment or document.

3. If a peace officer is the subject of an investigation of a complaint or allegation conducted pursuant to NRS 289.057, the law enforcement agency may place into any administrative file relating to the peace officer only:

(a) A copy of the disposition of the allegation of misconduct if the allegation is sustained; and

(b) A copy of the notice of or statement of adjudication of any punitive or remedial action taken against the peace officer.

4. A peace officer must be given a copy of any comment or document that is placed in an administrative file of the peace officer maintained by the law enforcement agency.

5. Upon request, a peace officer may review any administrative file of that peace officer maintained by the law enforcement agency that does not relate to a current investigation.

(Added to NRS by 1983, 2097; A 1991, 2213; 2005, 621)

NRS 289.050 Consequences of refusal to submit to polygraphic examination.

1. If a peace officer refuses to submit to a polygraphic examination:

(a) No law enforcement agency may take any disciplinary or retaliatory action against the peace officer; and

(b) No investigator may make a notation of such a refusal in his report or in any other manner maintain evidence of such a refusal.

2. Evidence of any refusal by a peace officer to submit to a polygraphic examination is not admissible at any subsequent hearing, trial or other judicial or administrative proceeding.

(Added to NRS by 1983, 2097; A 2001, 1663)

NRS 289.055 Establishment and availability of written procedures for investigating complaints and allegations of misconduct. Each agency in this State that employs peace officers shall:

1. Establish written procedures for investigating any complaint or allegation of misconduct made or filed against a peace officer employed by the agency; and

2. Make copies of the written procedures established pursuant to subsection 1 available to the public.

(Added to NRS by 1999, 948)

NRS 289.057 Investigation of allegation of misconduct; review of administrative or investigative file by peace officer in certain circumstances; law enforcement agency prohibited from keeping or making record of investigation or punitive action if record required to be removed from administrative file.

1. An investigation of a peace officer may be conducted in response to a complaint or allegation that the peace officer has engaged in activities which could result in punitive action.

2. After the conclusion of the investigation:

(a) If the investigation causes a law enforcement agency to impose punitive action against the peace officer who was the subject of the investigation and the peace officer has received notice of the imposition of the punitive action, the peace officer or a representative authorized by the peace officer may, except as otherwise prohibited by federal or state law, review any administrative or investigative file maintained by the law enforcement agency relating to the investigation, including any recordings, notes, transcripts of interviews and documents.

(b) If, pursuant to a policy of a law enforcement agency or a labor agreement, the record of the investigation or the imposition of punitive action is subject to being removed from any administrative file relating to the peace officer maintained by the law enforcement agency, the law enforcement agency shall not, except as otherwise required by federal or state law, keep or make a record of the investigation or the imposition of punitive action after the record is required to be removed from the administrative file.

(Added to NRS by 2005, 620)

NRS 289.060 Notification and requirements for interrogation or hearing relating to investigation.

1. Except as otherwise provided in this subsection, a law enforcement agency shall, not later than 48 hours before any interrogation or hearing is held relating to an investigation conducted pursuant to NRS 289.057, provide written notice to the peace officer. A peace officer may waive the notice required pursuant to this section.

2. The notice must include:

(a) A description of the nature of the investigation;

(b) A summary of alleged misconduct of the peace officer;

(c) The date, time and place of the interrogation or hearing;

(d) The name and rank of the officer in charge of the investigation and the officers who will conduct any interrogation;

(e) The name of any other person who will be present at any interrogation or hearing; and

(f) A statement setting forth the provisions of subsection 1 of NRS 289.080.

3. The law enforcement agency shall:

(a) Interrogate the peace officer during his regular working hours, if reasonably practicable, or compensate him for that time based on his regular wages if no charges arise from the interrogation.

(b) Immediately before the interrogation or hearing begins, inform the peace officer orally on the record that:

(1) He is required to provide a statement and answer questions related to his alleged misconduct; and

(2) If he fails to provide such a statement or to answer any such questions, the agency may charge him with insubordination.

(c) Limit the scope of the questions during the interrogation or hearing to the alleged misconduct of the peace officer.

(d) Allow the peace officer to explain an answer or refute a negative implication which results from questioning during an interrogation or hearing.

(Added to NRS by 1983, 2097; A 1993, 2379; 2005, 622)

NRS 289.070 Use of polygraphic examination in investigation.

1. During an investigation conducted pursuant to NRS 289.057, the peace officer against whom the allegation is made may, but is not required to, submit to a polygraphic examination concerning such activities.

2. A person who makes an allegation against a peace officer pursuant to NRS 289.057 may not be required to submit to a polygraphic examination as a condition to the investigation of his allegation, but may request or agree to be given a polygraphic examination. If such a person requests or agrees to be given a polygraphic examination, such an examination must be given.

3. If a polygraphic examination is given to a peace officer pursuant to this section, a sound or video recording must be made of the polygraphic examination, the preliminary interview and the postexamination interview. Before the opinion of the polygraphic examiner regarding the peace officer's veracity may be considered in a disciplinary action, all records, documents and recordings resulting from the polygraphic examination must be made available for review by one or more polygraphic examiners licensed or qualified to be licensed in this State who are acceptable to the law enforcement agency and to the officer. If the opinion of a reviewing polygraphic examiner does not agree with the initial polygraphic examiner's opinion, the peace officer must be allowed to be reexamined by a polygraphic examiner of his choice who is licensed or qualified to be licensed in this State.

4. The opinion of a polygraphic examiner regarding the peace officer's veracity may not be considered in a disciplinary action unless the polygraphic examination was conducted in a manner which complies with the provisions of chapter 648 of NRS. In any event, the law enforcement agency shall not use a polygraphic examiner's opinion regarding the veracity of the peace officer as the sole basis for disciplinary action against the peace officer.

(Added to NRS by 1983, 2097; A 1989, 1582; 2001, 1663; 2005, 622)

NRS 289.080 Right to presence and assistance of representatives at interrogation or hearing relating to investigation; confidential information; disclosure; record of interrogation or hearing; right to review and copy investigation file upon appeal.

1. Except as otherwise provided in subsection 3, a peace officer may upon request have two representatives of his choosing present with the peace officer during any phase of an interrogation or hearing relating to an investigation conducted pursuant to NRS 289.057, including, without limitation, a lawyer, a representative of a labor union or another peace officer.

2. A representative of a peace officer must assist the peace officer during the interrogation or hearing. The law enforcement agency conducting the interrogation or hearing shall allow a representative of the peace officer to explain an answer provided by the peace officer or refute a negative implication which results from questioning of the peace officer but may require such explanation to be provided after the agency has concluded its initial questioning of the peace officer.

3. A representative must not otherwise be connected to, or the subject of, the same investigation.

4. Any information that a representative obtains from the peace officer concerning the investigation is

confidential and must not be disclosed except upon the:

(a) Request of the peace officer; or

(b) Lawful order of a court of competent jurisdiction.

➥ A law enforcement agency shall not take punitive action against a representative for his failure or refusal to disclose such information.

5. The peace officer, any representative of the peace officer or the law enforcement agency may make a stenographic, digital or magnetic record of the interrogation or hearing. If the agency records the proceedings, the agency shall at the peace officer's request and expense provide a copy of the:

(a) Stenographic transcript of the proceedings; or

(b) Recording on the digital or magnetic tape.

6. After the conclusion of the investigation, the peace officer who was the subject of the investigation or any representative of the peace officer may, if the peace officer appeals a recommendation to impose punitive action, review and copy the entire file concerning the internal investigation, including, without limitation, any recordings, notes, transcripts of interviews and documents contained in the file.

(Added to NRS by 1983, 2098; A 1991, 647; 1993, 2380; 2005, 623)

NRS 289.085 Inadmissibility of evidence obtained unlawfully during investigation. If an arbitrator or court determines that evidence was obtained during an investigation of a peace officer concerning conduct that could result in punitive action in a manner which violates any provision of NRS 289.010 to 289.120, inclusive, and that such evidence may be prejudicial to the peace officer, such evidence is inadmissible and the arbitrator or court shall exclude such evidence during any administrative proceeding commenced or civil action filed against the peace officer.

(Added to NRS by 2005, 621)

NRS 289.090 Investigation concerning alleged criminal activities. The provisions of NRS 289.057, 289.060, 289.070 and 289.080 do not apply to any investigation which concerns alleged criminal activities.

(Added to NRS by 1983, 2098; A 2005, 624)

NRS 289.100 Limitations on application of chapter.

1. This chapter does not prohibit any agreements for cooperation between the law enforcement agency and agencies in other jurisdictions.

2. This chapter does not affect any procedures which have been adopted by the law enforcement agency if those procedures provide the same or greater rights than provided for in this chapter.

(Added to NRS by 1983, 2098)

NRS 289.110 Report concerning improper governmental action; investigation of report; reprisal by employer prohibited.

1. A peace officer may disclose information regarding improper governmental action by filing a report with:

(a) The district attorney of the county in which the improper governmental action occurred; or

(b) The Attorney General if the district attorney referred to in paragraph (a) is involved in the improper governmental action.

2. Upon the filing of a report pursuant to subsection 1, the district attorney or Attorney General may investigate the report and determine whether improper governmental action did occur. Upon the completion of the investigation the district attorney or Attorney General:

(a) If he determines that improper governmental action did occur, may prosecute the violation. The Attorney General may prosecute such a violation if the district attorney fails or refuses so to act.

(b) Shall notify the peace officer who filed the report of the results of the investigation.

3. The employer of a peace officer shall not take any reprisal or retaliatory action against a peace officer who in good faith files a report pursuant to subsection 1.

4. Nothing in this section authorizes a person to disclose information if disclosure is otherwise prohibited by law.

5. This section does not apply to a peace officer who is employed by the State.

6. As used in this section, "improper governmental action" means any action taken by an officer or employee of a law enforcement agency, while in the performance of his official duties which is in violation of any state law or regulation.

(Added to NRS by 1991, 2212)

NRS 289.120 Judicial relief available for aggrieved peace officer. Any peace officer aggrieved by an action of his employer in violation of this chapter may, after exhausting any applicable internal grievance procedures, grievance procedures negotiated pursuant to chapter 288 of NRS and other administrative remedies, apply to the district court for judicial relief. If the court determines that the employer has violated a provision of this chapter, the court shall order appropriate injunctive or other extraordinary relief to prevent the further occurrence of the violation and the taking of any reprisal or retaliatory action by the employer against the peace officer.

(Added to NRS by 1991, 2213)

(Revised version added 5/10/06)