COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ELKO COUNTY, NEVADA

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 3

ON BEHALF OF

THE ELKO COUNTY REGIONAL COMMUNICATIONS
CENTER EMPLOYEES

July 1, 2024 – June 30, 2027

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ARTICLE 1

PREAMBLE

A. This Agreement is entered into between Elko County, hereafter referred to as the "County" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union."

B. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this Agreement.

C. It is recognized by the County and Union and the employees that the County is engaged in rendering routine and emergency services to the general public and that there is an obligation on each party for the continuous rendition and availability of such service.

D. All employees shall perform loyal and efficient work and service. They shall use their influence and best efforts to:

- Protect the properties of the County and its service to the public,
- Protecting the lives of the public and public safety agencies who utilize the service;
- Cooperate in promoting and advancing the welfare of the County;
- Preserving the continuity of its service to the public and all users at all times.

ARTICLE 2

RECOGNITION AND APPLICATION

A. The County recognizes the Union as the collective bargaining agent for all lead employees and dispatch employees, excluding the County, administrative employees, supervisor employees, seasonal employees, temporary employees, part-time employees, and confidential employees.

B. The term "employees" or "employee" as used in this Agreement refers to bargaining unit employees regularly scheduled to work thirty (30) or more hours per week during the entire fiscal year, excluding administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, and confidential employees.

ARTICLE 3

NO DISCRIMINATION

A. The County and the Union will not interfere with or discriminate against an employee because of membership or non-membership in the Union, or because the employee engages in or refrains from engaging in any activity protected by Nevada Revised Statutes (NRS) Chapter 288.

B. The union recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

C. The provisions of this Agreement shall apply to all employees in the bargaining unit without any discrimination consistent with federal and Nevada law. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

D. Provisions of this Article shall not be subject to the dispute resolution procedures of this Agreement.

ARTICLE 4

UNION AFFAIRS

A. Union representatives designated by the Union Business Representative may utilize annual leave or unpaid leave for Union business including attendance at conventions, conferences, and seminars subject to prior approval of the Communications Manager Communications Manager or their supervisor. Leave may be utilized in increments of one (1) hour.

B. The Union negotiating committee shall not exceed three (3) employee members. Employees on the negotiating committee may attend labor negotiations, disciplinary hearings, grievance review hearings, and meetings with County management representatives on matters within the scope of collective bargaining as defined in NRS Chapter 288. Employees may be released by the Communications Manager or designee without loss of pay or accrued leave time to conduct business as noted within this section. All employees must receive advanced approval for release from duty. Such approval shall not be granted if the County determines that operational demands prohibit granting the request. Use of negotiating committee time shall not be abused by the employee.

C. Members of the Union may voluntarily contribute accumulated annual leave in one (1) hour increments to the Union Leave bank. Time contributed will be deducted from the contributing employee's leave balance without compensation to the employee. Contributions are irrevocable. Contributions may be made at any time throughout the year. After donating leave, an employee must have a leave balance sufficient to cover donating employee's approved leave periods. Leave must be used solely for the purposes defined above in this Article. The dates and times of leave usage are subject to the approval of the Communications Manager or designee based upon the staffing requirement of the Authority. Such approval shall not be unreasonably withheld.

D. The Union will provide the County with an updated list of the names of employees who are authorized to be stewards.

E. The Union has the right to request and receive support documentation from the County to ensure compliance with provisions of this agreement.

F. The Union will be permitted to acquire and maintain an approximately 24" x 36" bulletin board mounted in the dispatch Communications upon which to post any Union affairs materials.

G. The material posted on the bulletin boards shall not be obscene, defamatory, or of a partisan political nature. The County Manager may remove any materials in violation of this Article with written notice of such removal provided to the Union Business Representative.

H. The Union agrees to indemnify and hold the County harmless for all materials posted upon the bulletin board.

ARTICLE 5

UNION DUES DEDUCTION

A. Upon written authorization voluntarily executed by an employee, the County will deduct monthly Union dues from the compensation of an employee who requests and transmits said monies to the Union. The parties shall agree upon the form of the written authorization.

B. The Union shall indemnify and hold the County harmless against any and all claims, demands, costs (including attorneys' fees) suits, and all forms of liability and damages (including, but not limited to compensatory, consequential, and punitive damages) which arise or may arise out of, or by reason of, any action taken or not taken by the County pursuant to the paragraph above.

ARTICLE 6

MANAGEMENT RIGHTS

A. The County and the Union agree that the County possesses the sole right to operate the Communications Center and all management rights remain vested with the County. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authorities, functions, and prerogatives, whether heretofore or hereafter exercised, and regardless of the frequency of infrequency of their exercise, shall remain vested exclusively in the County. It is expressly recognized that these rights include, but are not limited to, the right to hire, direct, assign, or transfer an employee; the right to reduce in force or lay off employees, subject to the provisions of this Agreement regarding procedures for the lay off and/or reduction in force, provided further, any lay off or reduction in force shall not be utilized to discipline any employee; the right to determine, including the right to change appropriate staffing levels and work performance standards; the right to determine the content of the work day, including without limitation workload factors, except for safety considerations; the right to determine the quality and quantity of service to be offered to the public, and the means and methods of offering those services; the right to decide to contract or subcontract work performed by bargaining unit employees subject to the Union's right to negotiate with the County the impact or effect of such decision; the right to discipline, suspend, demote, and/or terminate employees; the right to consolidate change, combine, or eliminate jobs, job functions, and job classifications; the right to establish wage rates for new or changed jobs or job descriptions, subject to the Union's right to negotiate such matters; the right to introduce new or improved procedures, methods, processes, or to make technological changes; and the right to establish or change shift schedules or work starting and quitting times.

B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the County is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

C. The provisions of NRS Chapter 288, include, without limitation, the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the County to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers, and employees.

D. The parties acknowledge that the County may establish policies and procedures to ensure the effective and efficient day-to-day operations of the County and Communications Center. Except when an immediate change is necessary to maintain County operations, a copy of any proposed new or changed policy or procedure will be provided to the Union at 555 W. Silver Street, Suite 104, Elko, NV by hand delivery, or certified mail at least thirty (30) calendar days prior to the proposed implementation date to allow the Union the opportunity to review the document to verify that the proposed provisions of the policy or procedure does not violate a specific provision of this Agreement.

ARTICLE 7

NO STRIKE

A. During the life of this Agreement, no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

B. In the event any employee covered by this Agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under NRS Chapter 288.

ARTICLE 8

DISCIPLINARY ACTION

A. This Article shall not apply to employees serving a new-hire probationary period.

B. Policy: Except as set forth in Paragraph E of this Article, the procedure set forth below shall be followed only with respect to any written reprimand, suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a regular employee covered by this agreement. No employee shall be disciplined without just cause as determined by the County.

1. Written Notice: Written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at their last known address by certified mail, return receipt requested. Such notice shall include a statement of the reason(s) for the intended action, the charge(s) being considered, the effective date of the intended action, and an explanation of the basis of the charges upon which the intended disciplinary action is based. A copy of such notice shall be mailed or hand delivered to the Union at 555 W. Silver Street, Suite 104, Elko, Nevada 89801.

2. Employee Response: Within ten (10) days from the date of personal delivery or thirteen (13) days mailing by certified mail, the employee shall have the right to respond to the Notice, orally or in writing. A written response or written request for a meeting for the purposes of providing an oral response shall be directed to the Elko County Human Resources Communications Manager within the timeframe provided in this section. A copy of such response or request shall also be delivered to the County Manager.

If an employee fails to timely submit a written response or a written request for a meeting to the Human Resources Director, the employee is deemed to acquiesced to the disciplinary action recommend by the County within the Notice, and as such, waives his or her right to further appeal the County's decision. A copy of such response shall also be delivered to the County Manager.

3. Relief of Duty: Notwithstanding any other provisions of this Article, the Communications Manager, County Manager, or designee may take the following actions:

a. Approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigation(s) or the opportunity to respond as may be required to determine if disciplinary action is to be taken.

b. If a crime is alleged to have been committed in the workplace or is a felony and charges are filed by the District Attorney, place the employee on leave without pay pending resolution of both the criminal and/or employment issues provided. In the event the issue is resolved without disciplinary action being taken, the employee shall receive full back pay for the period of leave without pay. In the event the issue is resolved within discipline, which includes less time off without pay than the employee has suffered, the employee shall receive full back pay for the time off which is not imposed as discipline.

4. County Response: Where an employee responds to a Notice issued by the County, either in writing or orally, the County will have ten (10) working days from the date that the employee submits his or her response, either orally or in writing, to consider the employee's arguments against the County's proposed disciplinary action and to issue a written determination as to whether it agrees with the disciplinary action proposed within the Notice, or will instead impose another form of discipline or no discipline Communications Manager .

C. Further Appeal: A further appeal of the County's disciplinary decision shall be considered a grievance between the County and the Union under this agreement and shall proceed in accordance with the provisions of Article 9 of this agreement.

D. Written Reprimands. Written reprimands will not be subject to the appeal procedures in Article 8(B) (1)-(4). If an employee desires to appeal a written reprimand, he/she shall file a written response to the written reprimand with the person issuing the written reprimand and request review by the person issuing the written reprimand within ten (10) working days of receipt of the written reprimand. The person issuing the written reprimand will then respond to the employee within ten (10) working days of receipt of the request for review. If the employee disagrees with the response of the person issuing the written reprimand the employee may appeal the response to the County Manager or designee within ten (10) working days of receipt of the response. The County Manager or designee will review the matter and issue a binding decision either upholding, modifying or overturning the written reprimand.

E. Communications Manager.

F. Communications Manager Timeliness: The time limits set forth in this Article must be followed in a timely manner, unless alternative time schedules are mutually agreed to by the parties.

Unless otherwise stated above, the term "days" means calendar days.

ARTICLE 9

GRIEVANCE PROCEDURE

A. A grievance shall be defined as a dispute between the County and the Union arising over the interpretation or application of a specific aspect of this Agreement which is not a management right. Grievances as defined above shall be resolved pursuant to this Article. Both parties agree that these proceedings will be kept confidential to the extent possible.

B. STEP 1:

If the Union believes there is a grievance, the Union shall submit the grievance in writing providing the following information to the Communications Manager and Department Head within ten (10) days after the event giving rise to the grievance:

1. the employee's name;

2. the employee's position classification'

3. a complete statement of the nature of the grievance citing the specific section of this Agreement which is the basis for the grievance;

4. any attempts made to resolve the problem;

5. a proposed solution to the grievance;

6. signature of the Business Representative of the Union; and

7. the date the grievance arose and the date the employee signed the statement.

The Union and the grievant's immediate supervisor shall attempt to resolve the matter informally. Any settlement of the grievance through informal means shall be approved in writing by the Department Head and the County Manager.

C. STEP 2:

If the grievance is not settled within ten (10) days after receipt of the written grievance by the County officials as described in paragraph B above, the Union may submit the written grievance with the information outlined above to the County Manager. The County Manager shall arrange for any meetings and investigations necessary to enable the County Manager to respond in writing to the Union regarding the grievance within ten (10) days from the date they received said grievance.

D. STEP 3:

If the matter is not settled in the previous step, after receipt of the written response from the County Manager, the Union may, within ten (10) days of receipt of the County Manager's decision, notify the County Manager in writing of its desire to submit the matter for mediation using services through Federal Mediation and Conciliation Service or a similar organization.

E. STEP 4:

If the matter is not settled in the previous step, the Union may, within ten (10) days of receipt of the County Manager's decision, notify the County Manager in writing of its desire to submit the matter for arbitration. If notice is not provided by the Union within ten (10) days of receipt of the County Manager's decision, the Union's right to submit the matter to arbitration shall be considered waived. If arbitration is chosen, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service or a similar organization.

F. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. Nor will the arbitrator have any power to amend, modify, add, or delete provisions of this agreement.

G. The costs and expenses of the arbitration, including the cost of a transcript, shall be borne equally by the parties.

H. The Union shall furnish the County with the name(s) of its representative(s) authorized to file and settle grievances under the provisions of this Article.

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

J. For purposes of this Article, the term "day" means any day Monday through Friday excluding holidays.

K. The time limits set forth in this Article shall be strictly construed. The time limits specified in the preceding sections may be extended by mutual agreement of the parties. If the Union fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied. If the County fails to respond to the grievance in the time limits established in the preceding sections, the matter automatically moves to the next step.

ARTICLE 10

HOURS OF WORK, OVERTIME, AND RECORDS

A. Hours of Work:

1. Rest periods of fifteen (15) minutes may be taken at or near the middle of every four (4) hour work period as is operationally practical. Employees shall be at work up until the starting time of the rest period and resume work promptly at the end of the rest period.

2. Except as may be changed by the County, all employees assigned to an eight (8) or ten (10) hour shift schedule shall work a forty (40) hour work week. Employees assigned to a twelve (12) hour shift schedule will work forty-eight (48) hours in one week and thirty-six hours (36) in one week, which is an average of 168 hours per month.

For purposes of computing overtime premium, the normal work week shall start on Monday and end on Sunday. In addition, regardless of when an employee's shift ends, employees will be compensated based on the work week in which the employee's shift starts.

In the event the County implements a reduction of the forty (40) hour work week, the change will be discussed with the Union prior to implementing the change.

3. Dispatchers will be assigned to shifts with a paid thirty (30) minute lunch period.

a. To the extent that it is operationally practical, dispatchers shall be given their lunch period as close to the middle of their shift as possible, subject to approval by the Communications Manager or their designee. Lunch periods shall not be unreasonably withheld.

b. Dispatchers shall take their lunch break on the premises and remain readily available to work in the event their duties must be resumed, unless more than two dispatchers (not including administration and trainees) are on shift.

c. This provision is not intended to, in any way affect management's rights to establish or change shift schedules, work starting or quitting times, or lunch periods.

4. Employees may be able to shift trade days within the current pay period. Shift trades are a voluntary agreement between two (2) employees requesting the trade. The trade must be authorized by the Communications Manager or designee in advance of the first traded day. Shift trades will not result in overtime. Shift trades will not interfere with the operation of the Communications Center. The employee regularly scheduled to work the shift is responsible for ensuring shift coverage, and the employee will hold the County harmless for the failure of the other employees to pay back traded shifts.

B. Minimum Staffing

a. The County has determined that a minimum of two (2) dispatchers will be on the floor at all times.

C. Overtime:

1. Overtime work must be approved by the Communications Manager or their designee in advance.

2. When an employee is called in to work on a day when either s/he was not scheduled to work, or is required to report to the Communications Center more than one (1) hour before the beginning of their shift or more than one (1) hour after the end of their shift, s/he shall be guaranteed at least two (2) hours of work time.

3. When an employee is called in early to work with less than one (1) days' notice, such call-in shall not change the hours of the employee's regular work schedule for the day.

4. Overtime Compensation:

a. An employee regularly scheduled to work a five (5) day, forty (40) hour work week shall be paid time and one-half (1½) their regular rate of pay for all hours worked in excess of eight (8) hours in the day or in excess of forty (40) hours in the week.

b. An employee regularly scheduled to work a four (4) day forty (40) hour work week shall be paid time and one-half (1½) their regular rate of pay for all hours worked in excess of ten (10) hours in the day or in excess of forty (40) hours in the week.

c. An employee regularly scheduled to work twelve (12) hour shifts shall be paid at one and one-half times (1½) their regular rate of pay for all hours worked in excess of twelve hours in one shift or in excess of forty (40) hours in the week.

d. Overtime premium pay shall not be pyramided.

5. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:

a. At the discretion of the Communications Manager, employees may be granted compensatory time off at the standard overtime rate in lieu of cash payment. Employees may accrue up to a maximum of one hundred and twenty (120) hours of compensatory time. Any hours in excess of this limit will be paid at the applicable overtime rate. Once an employee has elected either cash payment or compensatory time for overtime worked, that choice is final; hours cannot be converted between compensatory time and cash payment after the election has been made except as authorized by County policy.

b. Holiday may not be accrued as compensatory time in lieu of cash payment.

6. The County will distribute overtime as equitably as practical among the employees. Employees will be notified of overtime shift availability via the electronic scheduling system (currently Planit). Additionally, employees may be notified via phone call or text message. Employees are expected to work a reasonable amount of overtime and all overtime required during an emergency in order for the Dispatch Communications to carry out its responsibilities. The County shall have the right to assign employees overtime if an adequate number of volunteers are not available to perform the work. Failure of an employee to make themselves available for a reasonable amount of overtime in order for the County to carry out its responsibilities and/or overtime required in accordance with the emergency provisions of the Agreement shall be cause for discipline.

7. During the term of this agreement, and upon mutual approval between the County and the Union, negotiations regarding shift schedules and overtime may be reopened if the United States Department of Labor (DOL) determines that employees engaged in emergency dispatch functions are covered under the Fair Labor Standards Act Section 7(k) exemption.

D. Records and Attendance:

1. Each employee shall submit accurate attendance, time, and leave records.

2. In no instance will an employee's normal commuting time to and from their residence to their normal place of work be considered as work time.

3. Employees who will be absent or late shall notify their immediate supervisor with as much advance notice as possible, but not less than two (2) hours prior to the start of their shift. Employees who arrive after the start of the shift will only be compensated for their time actually worked.

4. Employees shall submit time sheets for payroll no later than midnight on the last Sunday of the pay period.

ARTICLE 11

COMPENSATION

A. **Fiscal Year 2025**: Effective July 1, 2024, the hourly rate for all employees covered by this Agreement shall be stated in Exhibit A. Once this Agreement is fully executed, current employees' hourly rates will be updated according to the rates set forth in Exhibit A, and any difference in compensation will be paid retroactively.

B. **Fiscal Year 2026**: Effective the first full pay period following July 1, 2025, there shall be a two percent (2.0%) increase to salaries in effect on June 30, 2025, for the positions: Dispatcher I, Dispatcher II, and Lead Dispatcher, as set forth in Exhibit A to this Agreement.

Effective July 28, 2025, there shall be a 1.625% increase to salaries in effect on July 27, 2025, as set forth in Exhibit A of this Agreement, which will result in a net zero increase to salaries due to the PERS adjustment that took effect in July 2025.

C. **Fiscal Year 2027**: Effective the first full pay period following July 1, 2026, there shall be a two percent (2.0%) increase to salaries in effect on June 30, 2026, as set forth in Exhibit A to this agreement.

D. Pay periods shall be bi-weekly and the dates of payment shall be established by the County.

E. New employees shall be employed at a rate consistent with Elko County's Job Descriptions and Classifications Policy. The Communications Manager has authorization to hire a new employee up to a Step 3 within the appropriate pay grade, and up to a Step 5 with County Manager approval.

F. Step Increases:

Employees shall be eligible for an annual step increase effective the first full pay period following their anniversary date of hire or promotion, provided they have completed one full year of service in their current position and have received a performance evaluation of standard or better.

Step increases shall not be automatic and may be withheld for documented performance deficiencies or disciplinary reasons. Any delay or denial of a step increase shall be communicated to the employee in writing, including the reason for such action.

Employees on leave without pay for more than thirty (30) consecutive calendar days during the evaluation period shall have their increase eligibility date adjusted accordingly.

G. Longevity Pay:

1. Employees hired before July 1, 2024, who have completed five (5) years of continuous service are eligible for a semi-annual longevity bonus consistent with the schedule below.

2. Employees hired on or after July 1, 2024, who have completed eight (8) years of continuous service are eligible for semi-annual longevity consistent with the schedule below.

3. The schedule for longevity pay for employees with performance reviews of standard or better is as follows:

Years of Completed Service	Semi-Annual Amount	Total Amount
5	$125	$250

Years of Completed Service	Semi-Annual Amount	Total Amount
6	$150	$300
7	$175	$350
8	$200	$400
9	$225	$450
10	$250	$500
11	$300	$600
12	$325	$650
13	$350	$700
14	$375	$750
15	$400	$800
16	$475	$950
17	$500	$1000
18	$525	$1050
19	$550	$1100
20	$575	$1150
21	$700	$1400
22	$725	$1450
23	$750	$1500
24	$775	$1550
25	$875	$1750

4. Longevity pay shall be payable in the last paycheck issued in June and December of each year. An employee will receive the first check during the year following the employee's fifth (5th) anniversary year of employment. If the employment anniversary date falls between January 1 and June 30 of the year, the first check will be June 20. If the anniversary date falls between July 1 and December 31 of that year, the first check will be in the last paycheck in December.

5. If hired on or after July 1, 2024, an employee will receive the first check during the year following the employee's eighth (8th) anniversary year of employment. If the employment anniversary date falls between January 1 and June 30 of the year, the first check will be the last paycheck in June. If the anniversary date falls between July 1 and December 31 of that year, the first check will be the last check in December.

6. For purposes of longevity pay, continuous County service is defined as uninterrupted employment in the regular full-time service of the County. Service as a dispatcher (or lead dispatcher) in employment of the City of Elko or Central Dispatch Administration Authority shall be considered service for the purposes of longevity payments.

7. Authorized Leave without Pay: If an employee makes proper application for leave without pay and the County grants such leave, the resulting absence by the employee shall not be considered interruption in service, provided the employee returns to County service within sixteen (16) months. However, the employee's seniority shall be reduced by the number of days of such leave without pay.

8. Upon the death of any person employed by the County on the employee's date of death, payment of any salaries due, including longevity pay shall be paid to the employee's beneficiaries or estate.

E. Standby Pay

Standby pay will be compensated at a rate of $2.00 per hour for each hour an employee is on standby pay. Standby hours are not considered hours worked for the purpose of calculating overtime or for the purposes of holiday pay.

Operational requirements of the Department may require that an employee be on standby awaiting a recall for return to work (waiting to be engaged).

Dispatch Communications staff may request to be assigned via the online scheduling platform when such shifts have been identified by management. When available and approved, the employee shall consider themselves to be in standby.

ARTICLE 12

SHIFT DIFFERENTIAL AND SHIFT CHOICE

The employee agrees to remain on standby while off duty for the duration of the assignment and to be immediately available for recall for any Dispatch Communications assignment during the period of standby.

A. Shift Differential

1. For employees assigned to eight (8) or ten (10) hour shifts:
   If an employee works at least four (4) hours between 1500 (3:00 PM) and 0700 (7:00 AM), they will receive $2.50 per hour for every hour worked during that period.

2. For employees assigned to a twelve (12) hour shift:
   If an employee works at least six (6) hours between 1800 (6:00 PM) and 0600 (6:00 AM), they will receive $2.50 per hour for every hour worked during that period.

This differential applies only to the hours actually worked within the respective timeframes.

B. Shift Rotation:

1. Employees in the Dispatcher classifications will be assigned to a shift, based upon the needs of the organization, for all classifications upon hire, or for Lead Dispatchers upon promotion to the higher classification for a period not to exceed twelve (12) months.

a. Lead Dispatcher positions are based upon the Platoon assignment and may require a shift change if an employee accepts promotion to that position.

2. Dispatchers shall bid for shift assignments one time annually for two (2) rotations of approximately six (6) months each. Changes in regularly assigned shifts shall occur at the beginning of the pay periods following January 1 and July 1 for six-month rotations.

3. Bidding will take place for Dispatcher I and Dispatcher II employees beginning on the calendar day of November 7th at 2100 hours (9:00 PM) and shall end at 2100 hours (9:00PM) on the fifth (5th) day. Not later than the start of the scheduled bidding period, but up to one business day in advance, management or designee shall post a bid sheet in a hard copy or electronic format agreed to between the County and the Union stating the workdays and work hours of each available shift, or the platoons available for bid. Bids will be submitted in writing or electronically to management. Bids shall include at least the first and second choice of shifts. Shifts for employees working less than a full-time schedule shall not be subject to the shift bidding process.

a. When Lead Dispatcher incumbents are employed by the County, those incumbents will bid separately for the shifts or platoons eligible to them beginning on the calendar day of October 25th at 2100 hours (9:00 PM) and shall end at 2100 hours (9:00 PM) on the fifth (5th) day. The assignments of Leads to each shift will be published in hard copy or electronic format on or before November 7.

4. Employees who have completed less than 180 days of the initial probationary period when shift assignments are scheduled to change and employees working less than a full-time schedule will be assigned shifts by management based upon the needs of the County. Employees who have not yet completed initial employee training at the time the shift bid closes will not bid for the first rotation but are eligible to bid for the second rotation. When more than one shift is available to probationary employees once all employees eligible for bid have selected their shifts, the employee may express a preference to management. The probationary employee's preference may be included in management's assignments.

5. Shift assignments shall be given to regular, full-time employees based on seniority as defined in Article 14. The most senior regular, full-time employee, who is not incumbent on the shift being bid will be assigned the shift of his/her choice. In the event two (2) employees with equal seniority request the same shift and only one (1) employee can be assigned to the shift, the employee who is not currently assigned to the shift will be assigned. In the event of a tie not broken by the above procedure, shift assignments will be made by drawing lots. Part-time employees will be assigned to shifts based upon the needs of the County. Unit employees who fail to submit shift bids shall be assigned to a shift in accordance with the rule of incumbency by management.

6. Management will post in hard copy or electronically the revised shift resulting from the bidding process not later than ten (10) calendar days from the end of the bid.

7. Employees projected to work less than full-time hours or more than full-time hours because of the shift rotation will be provided with an opportunity to work full-time hours, provided such additional work time shall not be considered overtime under any provision of this agreement.

a. Employees changing shifts may have days of work or hours of work modified by management for up to two (2) weeks to ensure smooth transition of assignments at each rotation. The modification may begin up to one (1) week prior to the scheduled rotation dates.

8. For the purposes of this article only, seniority shall be determined for Lead Dispatchers based upon the employee's seniority in the classification of Lead Dispatcher. Should any Lead Dispatchers have the same promotion date or hire date seniority will be determined by the County.

9. Only one Lead Dispatcher will be assigned to each shift. Lead Dispatchers are only eligible for a bid assignment for day and night shifts. Lead Dispatchers are not eligible to bid to a cover shift.

C. Incumbency

1. For the purposes of bidding on shift assignments, a shift shall be defined by Platoons A, B, C, D. A and C Platoon shall be designated day shifts; B and D Platoon shall be designated as night shift. There may also be an E Platoon that may be activated when enough qualified personnel exist to populate it with at least one (1) Dispatcher I/II after all other shift (A-D) are projected to be filled. E Platoon shall be designated as a cover shift (variable hours, variable days, full-time schedule).

2. Incumbency is applied to the platoon most recently worked in the previous rotation to the one being assigned.

ARTICLE 13

TEMPORARY PAY

Nothing in this agreement shall prohibit the County from assigning an incumbent employee to the same shift for multiple rotations when the employee has requested the assignment and a position for which the employee is eligible remains unfilled after all other assignments have been made.

A. Working Out-of-Class Pay

The Communications Manager may temporarily assign an employee to a higher classification to fill a position that has been temporarily vacated. An employee assigned to a higher classification for at least one (1) full shift shall receive two dollars ($2.00) per hour for each hour worked for the duration of the assignment. When the absent employee returns, the temporary assignment will end. This provision does not apply to employees temporarily assigned to a higher classification for training purposes. Employees accepting such temporary assignments shall not be considered to have accepted a position outside of the bargaining unit under Article 13.

B. Training Officer

The Communications Manager may temporarily assign an employee to a floor training assignment for the purpose of training other employees. During this assignment, the employee will receive an additional two dollars ($2.00) per hour for each hour spent training.

ARTICLE 14

SENIORITY

A. Seniority means the length of an employee's continuous service with the County and service with the Central Dispatch Administrative Authority prior to July 1, 2024, and/or the City of Elko as a Dispatcher I, Dispatcher II, or Lead Dispatcher that is immediately (without a break in service) prior to July 1, 2000. An employee who has not completed the initial probationary period shall not be considered to have seniority and shall not be considered a regular employee. Seniority shall not accrue during any unpaid leave of absence.

B. In the event that two (2) new hires begin their employment on the same day, the probationary new hire with the highest hiring score will be considered the most senior. In the event one new hire completes probation and the second new hire's probation is extended, the new hire completing probation first will be considered the most senior, regardless of hiring scores.

C. Continuous service is defined as uninterrupted employment in the regular service of the County and service as a dispatcher or lead dispatcher in employment of the Central Dispatch Administrative Authority and/or the City of Elko.

D. Continuous Service: The following shall not be considered as breaks in continuous service for all personnel actions:

1. Authorized military leave for active service, provided that the person is reinstated within ninety (90) calendar days following honorable discharge from the military service.

2. Authorized military leave for training duties not to exceed fifteen (15) working days in any one (1) calendar year.

3. Authorized leave with pay which the County deems to be beneficial to the public service.

4. Authorized leave without pay for thirty (30) working days or less in any calendar year.

ARTICLE 15

HOLIDAYS

A. The following are paid holidays for classifications covered by this Agreement:

Holiday	**Day Observed**
New Year's Day	January 1st

Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	February 19th
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Afternoon of the Elko County Fair	Friday afternoon preceding Labor Day (1/2 scheduled shift)
Labor Day	1st Monday in September
Nevada Day	Last Friday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Family Day	Friday immediately after Thanksgiving Day
Christmas Day	December 25th

Any other day, or portion thereof, that may be designated as a holiday by the Board of County Commissioners.

B. In addition to the enumerated holidays within this Article, employees shall be entitled to designate one shift as a floating holiday. Five calendar days' notice to the Communications Manager or their designee must be given by the employee. The floating holiday shall be forfeited if not taken within the fiscal year.

C. Employees who work a holiday listed in this Article and whose shift begins during a designated holiday will receive holiday pay at one and one-half (1.5) times their straight time hourly rate, in addition to their regular pay, for that shift. Employees whose shift ends on the designated date of the holiday are not considered to work the holiday.

D. Eligibility for Holiday Pay

1. Employee must be a regular full-time employee on the day the holiday occurs.

2. Employee must have worked in full, when scheduled, the Employee's regularly scheduled shift prior to and the Employee's regularly scheduled shift after the holiday, unless on days off or on leave authorized prior to the holiday.

E. If a holiday falls during an employee's authorized leave, the holiday taken shall not be charged as leave.

F. Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday prorated on an equal hourly basis as compared to their regular assigned hours at the straight time hourly rate, excluding premiums, of the particular employee.

ARTICLE 16

ANNUAL LEAVE

A. Annual leave shall be accrued in accordance with the following tables below based on date of hire. Annual leave accrual shall be prorated for employees who work or are on paid leave for less than a full month and for employees working less than a full-time schedule.

A new-hire probationary employee shall not be eligible to use annual leave until they have successfully completed their probationary period. Time off without pay may be granted within the probationary period of employment at the discretion of the County but shall not interfere with approved leave requests for non-probationary employees.

For employees hired before July 1, 2024:

Years of Service	Accrual Rate
0-5 (60 months completed service)	3 weeks/120 hours per year 10 hours per month 4.62 hours per pay period
6-10 (10 years completed service)	4.2 weeks / 168 hours per year 14 hours per month 6.46 hours per pay period
11-14 (14 years completed service)	4.8 weeks / 192 hours per year 16 hours per month 7.39 hours per pay period
15+	5 weeks / 200 hours per year 16.67 hours per month 7.69 hours per pay period
Max. Carry Over Hours	6 weeks / 240 hours*

For employees hired after July 1, 2024:

	Scheduled Hours	
Years of Service	8 or 10-hour shift / 40 per week	12-hour shift

0-4	2 weeks/80 hours per year 6.67 hours per month 3.08 hours per pay period	2 weeks / 84 hours per year 7 hours per month 3.23 hours per pay period
5-9	3 weeks / 120 hours per year 10 hours per month 4.62 hours per pay period	3 weeks / 126 hours per year 10.5 hours per month 4.85 hours per pay period
10-14	4 weeks / 160 hours per year 13.3 hours per month 6.15 hours per pay period	4 weeks / 168 hours per year 14 hours per month 6.46 hours per pay period
15+	5 weeks / 200 hours per year 16.67 hours per month 7.69 hours per pay period	5 weeks / 210 hours per year 17.5 hours per month 8.08 hours per pay period
Max. Carry Over Hours	6 weeks / 240 hours*	6 weeks / 252 hours*

**Leave may be accrued in excess of maximum carry over, but any leave balance in excess of maximum carry over will be forfeited at the end of the calendar and will not be paid out.*

B. An employee may be paid at their base hourly rate of pay for forty (40) hours of annual leave in limited situations when all of the following conditions have been met:

i. An employee will reach the maximum accumulation within the next Forty-five (45) days after having requested and been denied the use Of at least forty (40) hours of annual leave; and

ii. The employee has used forty (40) consecutive hours of leave within The twelve (12) month period ending on the date on which the leave Accrual maximum would otherwise be reached; and

iii. The scheduled leave will not reduce the employee's accumulation before the employee reaches the accrual maximum.

OR

iv. As of December 1, an employee has a minimum of one-hundred twenty (120) hours of accrued annual leave and submits a written request for payment, written requests shall be submitted between December 1 and December 15 of each calendar year.

Upon payment for the annual leave, the employee's leave balance will be reduced by forty (40) hours.

B. No annual leave will be taken without prior approval of the Communications Manager or designee. Annual leave in increments of less than one (I) hour shall not be allowed. An employee with approved, scheduled annual leave who is unable to take their leave due to cancellation by the County shall be reimbursed for the actual amount of forfeited deposits or advanced payments for travel if the cancelled leave was approved more than sixty (60) days in advance of the planned leave, or if the leave was cancelled with less than thirty (30) days advance notice. The amount of payment shall not exceed the amount of penalty that is actually paid by the employee for rescheduling the travel. Proof of attempt to recover the full amount and of the amount that is forfeited must be provided to the County within sixty (60) days of the cancellation.

C. Employees, while on annual leave, will continue to accrue annual leave.

D. An employee may use annual leave to attend funeral service for persons outside their immediate family. Immediate family is defined as spouse, domestic partner as defined by Nevada Revised Statute, parent; brother, sister, child grandparent, grandchild, corresponding relationship by affinity.

E. Requests for Annual Leave:

1. An employee may request one week or more of continuous leave up to twelve (12) months in advance, provided that a minimum of thirty (30) calendar days' notice is given.

An employee may request less than one week of continuous leave up to six (6) months in advance, provided that a minimum of fourteen (14) calendar days' notice is given.

An employee may request leave with less than the required notice, provided the employee arranges coverage for the affected shift(s). However, the Communications Manager or designee retains the authority to leave the shift(s) open or assign a different employee to cover the shift(s) if the Manager or designee determines coverage is necessary to ensure operational needs are met.

2. The Communications Manager or designee shall make a reasonable effort to respond to all leave requests electronically or in writing.

a. Requests shall be considered in the order received. If more than one request is received on the same day and time for the same date(s) of leave, the request from the most senior employee will be considered first.

b. More than one employee from the same shift may take leave, subject to the approval of the Communications Manager or designee. If the Communications Manager or designee wishes to adjust the shift schedule for an individual employee assigned to Platoon A, B, C, or D's (excluding Platoon E, cover shift) schedule to cover annual leave, then the Communications Manager or designee must communicate the change ten (10) days in advance, except for in emergency circumstances.

c. Previously approved, annual leave of an employee may not be cancelled to enable approval of leave for any other employee, unless such annual leave is being used for the illness of the employee or a member of the employee's family.

d. A leave request will not be approved if, considering currently approved request(s), the employee will not have sufficient leave to cover all approved requests.

e. If an employee wishes to modify a previously approved leave request, they must first cancel the approved request and submit a new request for consideration. In such cases, if another employee has a pending leave request for the same shift(s) which has not been approved because of the originally approved request, the employee with the pending request shall be given the opportunity to have their leave request considered prior to approval of the modified request.

Example: If Employee A is approved for one (1) hour of annual leave for a specific shift, and Employee B submits a request for leave for the same shift that is pending status or was denied due to Employee A's approved leave, Employee B's request shall be reconsidered if Employee A subsequently requests to extend their leave for that same shift.

ARTICLE 17

SICK LEAVE

A. Accrual

1. Employees shall accrue sick leave from the first day of employment at the rate of ten (10) hours per month (4.62 hours per pay period / 120 hours per year).

2. Sick leave accrual shall be prorated for employees who work or are on paid leave for less than a full month and for employees working less than a full-time schedule.

3. Sick leave hours accrued in excess of 960 hours at the end of the calendar year will be forfeited.

B. Sick leave is for use by an employee who is unavoidably absent because of personal illness, temporary disability, medical appointment, accident, or diagnostic test(s). The determination of whether sick leave is to be compensated or not shall be made on the basis of the provisions set forth in this Article. All information concerning an employee's request for sick leave shall be kept confidential between the employee, management, and Human Resources.

C. For employees covered under the Health and Welfare trust (Operating Engineers Health Plan), sick leave shall not be granted for out-of-area travel time for appointments or treatments unless the employee was referred by a medical practitioner or the treatment was not locally available. If an employee does not have annual leave available and has an out-of-area appointment, the employee may be granted leave without pay.

D. Continuance of pay during absence from duty for individual or family illness shall depend upon compliance with the following procedures:

1. On the first day of absence from duty, the employee, or if the employee is unable to do so, someone on their behalf, shall notify the County no less than two (2) hour(s) before the start of the shift of the reason for such absence. If the duration of the illness lasts longer than one (1) day, the employee, or if the employee is unable to do so, someone on their behalf, must notify the Communications Manager or designee on a scheduled basis agreed to by the Communications Manager of designee, of the progress towards returning to work.

2. Within two (2) working days after returning to duty, such employee shall fill out and file with the Communications Manager or designee, a written request for approval of the absence as sick leave.

3. In the event of absence of three (3) consecutive days or more due to illness, an employee will be required to submit to the Communications Manager or designee and Human Resources a return to work certificate from a physician on the date of their return to work.

4. Use of sick leave for immediate family (defined as spouse, domestic partner as defined by Nevada Revised Statute, parent, child, or corresponding relationship by affinity) related illness is limited to sixty (60) working hours in any one (1) calendar year.

5. Any combination of work and sick leave on one (1) day shall not result in the payment of overtime pay.

E. Bereavement Leave: In the event of the death of a immediate family member, an employee may request up to one (1) work week of sick leave. Immediate family is defined as spouse, domestic partner as defined by Nevada Revised Statute, parent, brother, sister, child, grandparent, grandchild, or corresponding relationship by affinity.

F. Misuse:

1. Any employee who calls in sick or leaves work early due to illness or injury shall, except those who leave home to obtain medical treatment or attention, remain at home to expedite their recuperation, prevent the image of abuse of the sick leave policy, help promote good morale and discipline, and preserve public trust.

2. Any employee determined to have misused sick leave shall be subject to disciplinary action, up to and including discharge.

G. Payment of Sick Leave Upon Death

In the event of death of an employee covered under the Health and Welfare trust (Operating Engineers Health Plan), the employee's heirs or legal successors, upon submitting satisfactory proof to the County of their entitlement, shall receive payment for all accrued unused sick leave up ot a maximum of $20,000. Payments shall be calculated by multiplying the total hours available by the employee's base hourly rate at the time of death, less any required deductions.

Should the Group Term Life insurance coverage for the employee covered by the County's Health plan increase, the maximum payment for sick leave upon death will be increased to match the group term life coverage amount for employees.

H. Sick leave time will be considered as time worked when calculating overtime.

ARTICLE 18

LEAVE OF ABSENCE

A. Leave of Absence without Pay:

1. Employees may request leave without pay for any reason considered valid by the Communications Manager or designee.

2. An employee desiring to apply for leave without pay shall submit a completed Leave of Absence Request form to the Communications Manager outlining the necessity or desirability of such leave.

3. Leave without pay may be granted only to an employee who is capable of and intends to return to their service with the County.

4. Leave without pay of less than ninety (90) days or less may be granted by County Manager or their designee.

5. Leave without pay for more than ninety (90) days or more may be granted for the good of the public service by the Board of County Commissioners.

6. While on authorized leave without pay, sick leave and annual leave will not accrue.

7. In addition, while on authorized unpaid leave an employee will be required to pay the employer's and dependents' portion of group health insurance, if continuation of coverage is desired by the employee.

8. Leave of absence without pay may be granted at the discretion of the County for any legitimate purpose, including but not limited to the following:

a. To further an employee's education. (Ordinarily such leave will be granted only if the employee's absence will not constitute a hardship for fellow employees or supervisors; and the leave will directly benefit the County as well as the individual.

b. For recovery from an extended illness of the employee approved under the Family and Medical Leave Act (FMLA) has been exhausted.

c. To care for a member of the immediate family in the event of extended illness or injury when approved leave under the FMLA has been exhausted.

d. To attend to personal matters.

B. Leave of Absence with Pay:

1. Leave may be granted in writing by the County Manager or designee for authorized attendance at official or educational meetings.

C. Unauthorized Absences:

1. An unauthorized absence from work shall be treated as leave without pay and may be cause for disciplinary action.

2. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from County employment.

3. Exceptions to 1 and 2 may be granted in case of justifiable emergency and/or unusual situations.

ARTICLE 19

CATASTROPHIC HEALTH PLAN

A. The purpose of this plan is to provide for the continuation of pay in the event of an illness or injury of the employee or the employee's immediate family members.

B. The plan allows full-time, non-probationary employees to donate accrued sick leave for the benefit another full-time employee in a classification covered by this Agreement.

C. Donations can only be made to an employee who has exhausted their annual leave, sick leave, and compensatory time accruals.

D. Donations are strictly voluntary, and no employee is required to participate.

E. A maximum of forty (40) hours per calendar year may be received from any single person.

F. A maximum of eighty (80) hours per calendar year may be donated from any single person.

G. Minimum donations will be in eight (8) hour increments for eight (8) hour shift personnel, ten (10) hour increments for ten (10) hour shift personnel, and twelve (12) hour increments for twelve (12) hour shift personnel.

H. Donations will be on an hour-for-hour basis, regardless of pay differentials.

I. Donors must complete and sign a donation form stating the recipient number of hours donated.

Donors and those accepting donations recognize that there may be tax implications associated with accepting and providing hours under this provision.

ARTICLE 20

JURY DUTY

1. When an employee serves on a jury, the employee shall claim any jury duty fee to which they are entitled by reason of such appearance and forthwith pay the same over to the County. The employee shall present proof of service and the amount of jury duty pay received.

2. An employee subpoenaed to appear as a witness for a job-related matter not initiated by the employee or the Union in a court will be paid their regular rate of pay for the actual time spent as a witness. Employees subpoenaed as a witness in non-job-related matters will be allowed to take annual leave or compensatory time off provided the employee gives advance notice of the reason for the absence and submits proof of having been subpoenaed as a witness.

3. Employees appearing in court as a juror or witness on their scheduled days off shall retain any compensation received for jury/witness duty for the appearance.

ARTICLE 21

MILITARY LEAVE

A. Military leave.

1. Military leave will be granted in accordance with applicable federal and state laws, rules, regulations, and/or statutes. An employee requesting military leave shall provide a copy of their orders to the Communications Manager or their designee and Human Resources.

2. Eligibility for reinstatement at the conclusion of military service or training will be determined in accordance with applicable federal and state laws, rules, regulations, and/or statutes.

ARTICLE 22

WORK-RELATED INJURY LEAVE

A. Employees are insured under the provisions of the State Workers' Compensation Act for occupational injuries and diseases that arise/arose out of and in the course of their employment. Employees are required to report all on-the-job accidents, injuries, or illness to their immediate supervisor/manager as soon as reasonably possible or within 24 hours of the accident, injury, or illness. Employees are also required to complete a C-1 form within seven (7) days of the accident, injury, or illness, regardless of whether medical attention was received.

1. When an employee is eligible at the same time for benefits for temporary total disability under NRS 616A to 619D, inclusive, or NRS 617, and for any leave benefits they may, by giving notice to the supervisor or manager, elect to continue to receive their accrued sick leave, compensatory time, annual leave, or approved catastrophic leave (if any), in this order, is exhausted. The County will notify the Workers' compensation Administrator of the election. The County will continue to pay the employee their normal salary, but charge against the employee's accrued leave time as taken during the pay period an amount which represents the difference between their normal salary and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under NRS 616A to 616D, inclusive, or NRS 617 for that pay period.

2. When the employee's accrued leave time is exhausted, payment of their normal salary under subsection 1 must be discontinued and the County will promptly notify the Worker's Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.

3. An employee who declines to make the election provided in subsection 1 may use all or any part of the leave benefit normally payable to them while directly receiving benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, but the amount of leave benefit paid to the employee for any pay period must not exceed the difference between their normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under those statutes for that pay period.

4. If the amount of the employee's leave benefit is reduced, pursuant to subsection 3, below the amount normally payable, the amount of leave time charged against the employee as taken during that pay period must be reduced in the same proportion.

5. An employee may decline to use any part of the leave benefit normally payable to them while receiving benefits under NRS 616A to 616D, inclusive, or NRS 617. During that period of time, the employee will be considered on FMLA leave or a leave of absence without pay.

B. County Vehicle Involved In an Accident:

1. An employee involved in a vehicle accident while on County business shall immediately report the accident to the appropriate law enforcement Communications and to their immediate supervisor.

2. If a County vehicle causes damage to public or private property, an uninjured employee shall not leave the scene of the accident until law enforcement arrive or the Communications Manager or designee has advised the employee what to do.

3. If a County employee is convicted of a citation as a result of an accident, the employee may be subject to disciplinary action, up to and including the termination of employment.

ARTICLE 23

HEALTH AND WELFARE AND EMPLOYEE ASSISTANCE PROGRAM

NORTHERN NEVADA OPERATING ENGINEERS HEALTH AND WELFARE TRUST PLAN

A. Employees hired on or before June 30, 2024, are eligible to continue coverage under the Northern Nevada Operating Engineers Health and Welfare Trust Plan ("OE Health Plan"). In addition, employees eligible under this Plan will be afforded a one-time special enrollment opportunity to enroll in the County provided health plan from August 1, 2025, to August 31, 2025. If an employee covered under the OE Health Plan elects to enroll in the County provided health plan, the employee will not have the option to return to the OE Health Plan at a later date.

B. The County shall pay an amount not to exceed $1,456.00 per month effective July 1, 2024, through June 30, 2027, for the insurance premium for group health, dental, vision, and life insurance through the Northern Nevada Operating Engineers Health and Welfare Trust for each full-time regular and probationary employee.

C. Effective July 1, 2024, each full-time regular and probationary employee shall pay $200.00 per month through an after-tax payroll deduction to offset the cost of group health, dental, vision, and life insurance. This deduction will be a one-time monthly deduction.

D. If the annual insurance premium increases or decreases for group health, dental, vision, and life insurance through the Northern Nevada Operating Engineers Health and Welfare Trust by ten percent (10.0%) in any given year, the parties agree to reopen Article 23 for negotiations upon written request of either party. If the annual insurance rate has no increase from the prior year, the premium will remain the same as the previous year. The Union shall provide the health insurance benefits to regular and probationary employees of the who have completed thirty (60) consecutive days of employment, including probationary employees. The County shall remit monthly payment for such benefits as provided above to the Union or its designee. The first payment for the employee will be made with the first regular Monthly Report of Contributions submitted after the employee has completed their first sixty (60) days of employment.

E. The Union agrees that such premium payment will be considered in determining the amount of any future salary adjustment.

F. To the extent provided by law and the health insurance plan, the employee shall have the option of converting the health, dental, and vision insurance coverage at the time of their separation from employment with the County.

G. If the Trust changes from a "single tier" premium structure to a multi-tier premium structure, the County's obligation for payment of the health care premium shall be the lesser of the new employee only rate or the dollar amount paid for the single-tier premium pursuant to Section E of this Article.

H. All employees covered by the plan shall be given advance notice of changes in the group health insurance coverage or premiums by the Union and/or the Northern Nevada Operating Engineers Health and Welfare Trust. The parties waive all right to bargain over changes in coverage implemented by the Trust Plan which changes affect all participating members.

I. Should any employee covered by the group health, dental, vision, and life insurance plan provided pursuant to this Agreement retire, the County may reopen this Article for the purpose of making such changes which may be needed to ensure compliance with the provisions of NRS 287 and any other relevant statute requiring the County to provide retirees access to group health insurance plans.

ELKO COUNTY HEALTH PLAN

A. The County agrees to provide group health insurance for all eligible employees covered under this Agreement. Coverage shall include medical, dental, vision and prescription drug benefits. Dependents of eligible employees may be enrolled for coverage in accordance with the terms of the Plan.

B. Employees hired on or after July 1, 2024, shall be eligible for coverage on the first day of the month following thirty (30) days of continuous employment. (Ex. Full-time hire date is March 15, coverage is effective May 1).

C. Except as recommended by the Premium Stabilization Committee and approved by the Union and the Elko County Commissioners, the County shall pay up to 95% of the cost of the premium for employee only coverage. Employees shall pay premiums through bi-monthly pre-tax payroll deduction. Employees shall pay the cost for dependent coverage, if enrolled.

D. The County shall provide the Union with no less than 30 days' notice prior to implementing any material changes to the Plan.

E. In the event of layoff, leave of absence, or other interruption of active service, health insurance shall continue in accordance with the provisions of COBRA or any other applicable law or regulation.

F. Pursuant to Nevada Revised Statutes Chapter 287, employees who retire from service pursuant to NRS 286 and are receiving a.PERS benefit may elect to participate in the in the County's group plan as a retiree. Retirees shall pay the full cost of coverage to participate in the Plan.

The provisions of this Article are not subject to Article 9 – Grievance Procedure.

ARTICLE 24

RETIREMENT

All employees covered by this Agreement shall participate in the Public Employees Retirement System ("PERS") of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.

A. Pursuant to NRS 286.421(3), employees' salaries must be adjusted to reflect employees' portion of the contributions by either reducing employees' salary, or in lieu of an equivalent salary or cost-of-living increase. Employees are each responsible for equal dollar amounts of the contributions.

B. If the contribution rate increases or decreases in the future, employees' salaries shall be adjusted as required pursuant to NRS 276.421(3). If the contribution rate decreases, then the employees' salaries shall be increased by their one-half share of the contribution decrease. If the contribution rate increases, then the employees' salaries shall be reduced by the employees' one-half share of the contribution increase.

ARTICLE 25

SAFETY AND HEALTH

A. The right way to do any job is the safe way. Employees are expected to prevent accidents by observing the accident prevention program. Employees do this by:

1. Forming a habit of working safely,

2. Always using personal safety equipment provided.

3. Reporting all dangerous conditions.

4. Reporting all accidents, even minor ones.

5. Suggesting ways to prevent accidents.

6. Telling the new employee about the importance of safety - their accident may injure others.

7. Being sure all seat belts are fastened when driving a vehicle on County business.

8. Watching the bulletin board for safety notices.

9. Reporting to work fit and ready for duty.

B. The County and the Union agree to the formation of a Health and Safety Committee. The Parties agree to cooperate in promoting an appreciation of this committee and an understanding of the means toward its accomplishment among the County and Employees.

ARTICLE 26

BUSINESS EXPENSES

When employees are required to travel on official business, the County will pay reasonable amounts for transportation, meals, and lodging as provided by County Policy and the United States General Services Administration ("GSA").

A. Employees will be reimbursed for all reasonable and necessary travel expenses when authorized and directly related to the performance of their assigned duties. The County will not reimburse or otherwise pay any expense that violates commonly accepted standards of sound judgment and good taste. All claims with required receipts for travel expenses are to be submitted to the Communications Manager for approval within five (5) working days following a trip or as required by County Policy.

B. Mileage: If available, employees must use a County provided vehicle. If no County provided vehicle is available and an employee uses a personal vehicle, mileage will be reimbursed at the per mile rate set by GSA. If an employee drives a personal vehicle when commercial air .travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare.

C. Lodging: Lodging should be arranged at the meeting/training site, when possible. Reimbursement will be based on County Policy and GSA rates.

D. Meals: A per diem rate for meals is determined by County Policy and GSA rates.

E. Other Expenses: Necessary business telephone calls at the meeting or training site, parking charges, and/or ground transportation will be reimbursed based on County Policy and GSA rates. Travel advances may be granted if requested and approved in advance in accordance with County Policy and GSA rates.

F. Unallowable Expenses: The County will not reimburse for 1) fines and avoidable parking tickets, 2) towing or impounding fees, 3) traffic violations, 4) alcoholic beverages, 5) personal entertainment, 6) tobacco, and 7) unnecessary or extravagant costs of any kind.

ARTICLE 27

LAYOFF AND RECALL

A. If the County determines that it is necessary to reduce the workforce, employees shall be selected for layoff based on merit and seniority as defined in Article 14. The factors to be considered in selecting which employees will be laid off include but are not limited to prior performance, productivity, efficiency, qualifications, attitude, attendance, punctuality, and seniority. If the County determines that general performance and other factors are essentially equal between two (2) or more employees to be affected by the layoff, seniority with the County shall determine which employee or employees will be retained.

B. Probationary employees shall be laid off before any regular employees, except when laid off employees are not available to work in less than full-time positions.

C. Non-probationary employees due to be laid off shall be given written notice of such lay off at least ten (10) calendar days prior to the effective date. A copy of the notice shall be provided to the Union.

D. The names of regular employees laid off shall be place on the reemployment list within the department. Qualifications, seniority, and ability to perform the work shall be the determining factors for returning to work. The County will notify all laid off employees of all County job vacancies for one (1) year from the date of layoff.

E. Employees who are reemployed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave which was not paid out at the time of their lay off.

F. The County and the Union shall discuss alternative to any layoff, including reduced work week, leave of absence, voluntary layoff, and/or other issues which may minimize mandatory layoffs. The term "discuss" shall not require the County to negotiate alternative to lay off with the Union.

ARTICLE 28

PROBATIONARY PERIOD

New-hire probationary employees are at-will employees who may be discharged at any time without application of or recourse to any provisions of this Agreement or any of the provisions of the Personnel Policies. The County shall have no responsibility to prove just cause in the case of actions taken against new-hire probationary employees. The length of the new-hire probationary period shall be twelve (12) months. Such period for employees may be extended up to six (6) additional months.

ARTICLE 29

PERSONNEL FILE

A. Each employee shall have the right, upon written request to review the material in their own personnel file, wherever a file is maintained, during non-duty hours.

B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.

C. All material in the file must be dated and signed by the source of the material. No anonymous letters or material shall be placed in this file. The employee will be provided with a copy of items placed in their personnel file. Any material will be initialed by the employee before placing in the file. If the employee refuses, the County will notify the employee and the Union that the material will be placed in the employee's file. Within thirty (30) days, the employee has a right to attach a written response to any item placed in their file. Employees working day shift can make arrangements with the Human Resources to view their files at reasonable hours before or after their regularly scheduled shift.

D. An employee will, on written request to the Human Resources, receive copies of all materials in their personnel file limited to once per year.

E. Commendations shall be placed into the personnel file and a copy presented to the employee.

F. An employee who has received a written reprimand or had written documentation of verbal reprimand placed in their file may make a written request to the Emergency Manager or their designee to have the documentation placed in a sealed envelope within their personnel file. The Operations Board will seal such documentation when it finds that there have been no other disciplinary actions against the employee during the two (2) year period. The sealed material may be opened by the County and/or Union during alternative dispute resolution and may be offered as evidence only in the event of litigation involving the County.

ARTICLE 30

EDUCATIONAL ASSISTANCE

A. The County, subject to availability of budgeted funds, may provide educational assistance for tuition and/or fees for those courses deemed to be job-related. Books and supplies that are job related will be subject to reimbursement with proof of purchase.

1. The following criteria must be met before consideration by the Communications Manager of their designee:

a. Employee must have completed one (1) year of continuous service.

b. The course(s) must be offered by an accredited institution or adult education course offered by a state, county, or city-sponsored program.

c. The course must be job-related or be part of a degree program that is job-related. Courses may be relevant to improve job skills in the Center

B. An employee must submit the "Request for Reimbursement" form to the Communications Manager or their designee prior to enrollment to the Communications Manager or designee. Approval is subject to schedule commitments and job- relatedness.

C. An employee will be entitled to reimbursement based on evidence of course completion in accordance with the following criteria:

1. Completion with an "A: Grade = 100% of tuition and/or fees

2. Competition with a "B" Grade = 80% of tuition and/or fees

3. Completion with a "C" Grade or less 50% of tuition and/or fees

4. Completion with a "D" Grade or less = no reimbursement

5. Completion with a "Pass" rating – 50% of tuition and/or fees

D. The County and Union agree to establish a Training Committee, with the goal of identifying job-related training opportunities for employees. The Training Committee shall be comprised of the Communications Manager, Training and Compliance Supervisor, and two (2) employees and may meet on a quarterly basis.

ARTICLE 31

SCOPE OF AGREEMENT AND SAVINGS CLAUSE

A. This Agreement is the entire agreement of the patties, other than those portions of public employment agreements that are expressly provided for or excluded by State statute and terminates all prior arrangements and practices and concludes all negotiations, except as provided in paragraph B below, during the term of this Agreement.

B. This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however upon such invalidation, the patties agree immediately to meet and negotiate such parts or provisions affected.

ARTICLE 32

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

A. The patties reserve all rights set forth in the Local Government Employee-Management Relations Act (the "Act") Nevada Revised Statutes Chapter 288.

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

ARTICLE 33

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2024 and shall remain in full force and effect until June 30, 2027

ARTICLE 33

LIMITED REOPENER

The parties agree to a limited reopener concerning the current Article 17 (G) (Sick Leave as time worked) and the current Article 12 (Shift Differential and Shift Choice) for FY 2027. The parties agree that the reopener is limited to discussing whether sick leave may be counted as time worked for FY 2027 (July 1, 2026- June 30, 2027), and terms concerning ten (10) hour shifts and blind bidding. No other articles or issues will be subject to negotiations in connection with this limited reopener.

IN WITNESS WHEREOF, the County and the Union have caused this Agreement to be duly executed by their authorized representatives on the dates set forth below.

Elko County Board of County Commissioners

4-16-26

~~Jon Karr,~~ Delmo Andreozzi — Date

Chairman of the Board of County Commissioners

ATTEST:

4/16/26

Amanda Osborne — Date
County Manager

International Union of Operating Engineers, Local, AFL-CIO

Dan Reding

Dan Reding, Business Manager — Date

Bruce Noel, Vice President — Date

Carl Carr, Director — Date

4.20.26

Phillip Herring, Sr. Business Rep. — Date

4-17-26

Christine Sims, Committee Member — Date

Chesarae Nisk 4/19/26

Chesarae Niskern, Committee Member. Date

Dawn Bradshaw 4-17-26

Dawn Bradshaw, Committee Member. Date

Central Dispatch Administrative Authority
Disciplinary Action Form

Date: ____________________ To: ____
Employee Name

Reason(s) for Action: ____
You **have/have not** received counseling on this matter on: ___________________________
(circle above) *Date*

☐ This is a new action
☐ This is a continuing action

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

___________________ ___________________
Employee's Initials Supervisor's Initials

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

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

____
____
____
____

☐ Your job performance is unsatisfactory for the following reasons:

____
____
____
____

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

____
____
____
____

RECEIPT ACKNOWLEDGED:

______________________ ________________________________ ___________________
Employee Signature Employee Representative Signature Supervisor Signature

****REMOVAL DATE – 12 MONTHS FROM DATE OF ISSUANCE****

EXHIBIT A

Salary Schedules

(Following on Next Page)

Dispatcher I - Grade E08
Dispatcher II - Grade E09
Lead Dispatcher - Grade E10

FY25 SALARY SCHEDULE - BASE SALARY INCREASE (2.0%) Effective 7/1/2024

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8	STEP 9	STEP 10
E08	$ 20.73	$ 21.76	$ 22.80	$ 23.84	$ 24.88	$ 25.92	$ 27.99	$ 29.02	$ 30.06
E09	$ 22.28	$ 23.40	$ 24.51	$ 25.63	$ 26.74	$ 27.86	$ 30.08	$ 31.20	$ 32.31
E10	$ 23.96	$ 25.16	$ 26.36	$ 27.55	$ 28.75	$ 29.95	$ 32.34	$ 33.54	$ 34.74

FY26 SALARY SCHEDULE - BASE SALARY INCREASE (2.0%) Effective 7/14/2025 &
BASE SALARY INCREASE (1.625%) - OFFSET BY PERS INCREASE Effective 7/28/2025

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8	STEP 9	STEP 10
E08	$ 21.15	$ 22.20	$ 23.26	$ 24.31	$ 25.37	$ 26.44	$ 28.55	$ 29.60	$ 30.66
E09	$ 22.73	$ 23.87	$ 25.00	$ 26.14	$ 27.28	$ 28.41	$ 30.69	$ 31.82	$ 32.96
E10	$ 24.44	$ 25.66	$ 26.88	$ 28.10	$ 29.33	$ 30.55	$ 32.99	$ 34.21	$ 35.43

FY2027 - 2% BASE SALARY INCREASE - Effective 7/13/2026

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8	STEP 9	STEP 10
E08	$ 21.57	$ 22.64	$ 23.73	$ 24.80	$ 25.88	$ 26.97	$ 29.12	$ 30.19	$ 31.28
E09	$ 23.18	$ 24.34	$ 25.50	$ 26.66	$ 27.82	$ 28.98	$ 31.30	$ 32.46	$ 33.62
E10	$ 24.93	$ 26.17	$ 27.42	$ 28.67	$ 29.91	$ 31.16	$ 33.65	$ 34.90	$ 36.14

FY25 New Compensation Schedule Placement - Effective July 1, 2024

Position	Grade	Old Step	Old Hourly Rate	New Grade	New Step	New Hourly Rate
DISPATCHER I	603	1	$ 22.40	E08	3	$ 22.80
DISPATCHER I	603	2	$ 23.29	E08	4	$ 23.84
DISPATCHER I	603	2	$ 23.29	E08	4	$ 23.84
DISPATCHER I	603	4	$ 24.46	E08	5	$ 24.88
DISPATCHER I	603	6	$ 25.70	E08	7	$ 26.95
DISPATCHER II	604	6	$ 28.76	E09	8	$ 30.08

DISPATCHER II	604	5	$ 28.06	E09	7	$ 28.97
DISPATCHER II	604	6	$ 28.76	E09	9	$ 31.20
DISPATCHER II	604	6	$ 28.76	E09	8	$ 30.08
DISPATCHER II	604	4	$ 27.40	E09	6	$ 27.86
DISPATCHER II	604	6	$ 28.76	E09	9	$ 31.20