

AGREEMENT

BETWEEN

**THE COUNTY OF WASHOE
STATE OF NEVADA**

AND

**THE WASHOE COUNTY
SHERIFF DEPUTIES ASSOCIATION**

20242 – 20284



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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, 2019, 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-contract year covered by the term of this Agreement, the Association representatives will may use leave without pay, annual leave, compensatory leave or bonus personal leave for members to attend trainings, 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 Sheriff's Office. The scheduling of time off under this provision requires the advance approval of the Sheriff or his designated representative.

(Revised 07-01-24)

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 Washoe County 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)

I. The parties agree that this Agreement is the product of negotiations during which both parties made offers and counteroffers on numerous topics both economic and non-economic, including Association release time as described in this Article, and agree the full cost of release time for Association business for the term of this Agreement has been offset by the value of concessions made by the Association during the course of negotiations of this Agreement.

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 considered to be in a special assignment and therefore excluded from the bidding 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
- G. Court Transportation Deputy

(Revised 7-01-19)

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 7-01-16)

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. 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.

F. The current language of 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. June 19 (Juneteenth Day)
65. July 4 (Independence Day)
76. First Monday in September (Labor Day)
87. Last Friday in October (Nevada Day)
98. November 11 (Veterans' Day)
109. Fourth Thursday in November (Thanksgiving Day)
110. Day after Thanksgiving (Family Day)
124. December 25 (Christmas Day)

Any other day declared as a Nevada State holiday pursuant to NRS 236.015, or if the County offices are closed due to a holiday not specifically outlined above. by the President of the United States to be a legal national holiday or day of mourning when local government offices are required to be closed.
(Revised 7-01-2419)

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:

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

<u>Years of Continuous Service</u>	<u>Hours Earned</u>
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 one pay period prior to the start of an employee's anticipated vacation leave usage.

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 7-01-19)

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 purposes of bonding after the birth or placement of a child due to adoption or foster care, leave is available pursuant to the Family and Medical Leave Act (FMLA) regardless of the gender of the employee. An employee taking bonding leave under the FMLA may use annual leave and compensatory leave in addition to sick leave. Leave must occur within the first year after the event. For adoption of a child if the Child Welfare Services/Adoptions Unit of the Department of Human 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, coded as bereavement leave, not to exceed ten five (10(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 attending the funeral and travel to and from, and attending to any family related business matters. 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. Leave must occur within the first year after the event.

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

(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 ($\frac{1}{3}$ 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 from 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.

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 less than eighty (80) hours of combined sick leave, vacation, personal leave, and compensatory leave, but who is otherwise eligible to take paid sick leave. In order for an employee to receive a transfer of donated time, the employee must have received a standard or better performance evaluation rating within the 12 month period immediately preceding the donation.

I. 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)

J. Parental Leave: Subject to the requirements and limitations in this Article, employees covered by this Agreement who are eligible for leave under the Family and Medical Leave Act (FMLA) are eligible for up to four (4) weeks of paid parental leave following the birth of a child of the employee or the placement of a child with an employee for adoption or foster care.

1. Paid parental leave will not exceed four (4) weeks in any rolling twelve (12) month period, regardless of whether more than one birth, adoption, or foster placement occurs within that period.

2. Paid parental leave will run concurrently with any applicable FMLA leave. To receive paid parental leave, an employee must meet all qualifications for FMLA leave for the birth of a child of the employee or the placement of a child with an employee for adoption or foster care. Employees should consult the County's FMLA Policy for more information about FMLA leave.

3. An employee must take paid parental leave in one continuous period that falls entirely within twelve (12) months of the birth or placement of the child. Any unused paid parental leave will be forfeited twelve (12) months after the birth or placement of the child.

4. Holidays will not extend the period of paid parental leave.

5. Upon termination of employment for any reason, an employee will not be paid for any unused paid parental leave for which they were eligible.

(Effective 7-1-24)

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 Statutes. 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)

F. After July 1, 2024, the Sheriff or designee, Human Resources, Risk Management and the Association will meet at least monthly in good faith and have meaningful discussions related to this article with the intention of improving the workers compensation process. If an agreement is not reached by April 1, 2025, this article will be reopened for negotiations unless all parties mutually agree to extend the date. (Effective 7-01-24)

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 (1/4) 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 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 of service, up to a maximum of twelve and one-half percent (12 1/2%) which shall not exceed an annual maximum amount of ten thousand dollars (\$10,000). 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.

~~Beginning July 1, 2024, the foregoing annual maximum longevity cap will be increased by two thousand dollars (\$2,000), equating to a maximum annual longevity pay cap of twelve thousand two hundred and ten dollars (\$12,210).~~

~~Beginning July 1, 2026, the foregoing annual maximum longevity cap will be increased by two thousand dollars (\$2,000), equating to a maximum annual longevity pay cap of fourteen thousand two hundred and ten dollars (\$14,210).~~

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.

~~Prior to the June 2018 longevity payment, the foregoing annual maximum longevity cap will be reviewed and will be adjusted by the annual percent increase in the Consumer Price Index-All Urban Consumers (CPI-U) for the prior calendar year. Refer to Exhibit C for a historical listing of annual percentages.~~
(Revised ~~710-01-2417~~)

ARTICLE 18 - MEDICAL PLAN

A. Health Benefit Premiums:

1. 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.

(a) Employees hired or rehired on or after July 1, 2016 will be enrolled into the High Deductible Health Plan (HDHP) and required to remain in the plan for a minimum of two (2) full plan years. The County

agrees to pay one hundred percent (100%) of the premium attributable to employee coverage, and in the event an employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.

(Revised 7-1-16)

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 Section 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 Association - Supervisory-Administrative Unit
7. Washoe County Employees Association – Non-Supervisory Unit
8. Washoe County Nurses Association – Non-Supervisory Unit
9. Washoe County Nurses Association – Supervisory Unit
10. Washoe County Alternative Sentencing Officer – Supervisory Unit
11. Washoe County Alternative Sentencing Officer – Non-Supervisory Unit
12. Management
13. Any other bargaining unit that may be formed during the term of the Agreement
14. The Associations may have an expert attend the insurance committee meeting and provide input to the committee, but the expert shall not have a vote on the Committee.
15. Retiree Representative – One (1) retired employee shall serve as a non-voting member to provide input on the effects of proposed changes upon retirees. The name of a retiree may be nominated by any voting member. The retiree employee shall be selected by majority vote of the Committee and shall therefore serve at the pleasure of the said Committee.
16. The Committee Chairperson shall be appointed by the County Manager and will not have a vote on the Committee.

3. The Insurance Negotiations Committee shall have two (2) members participate on the panel of evaluators for Request For Proposals (RFPs), issued by Washoe County's Comptroller's Office, for providers of brokerage/consulting services and third-party health plan administrator. The two (2) members representing the Insurance Negotiations Committee on these panels shall be comprised as follows:

1. One (1) Committee member from the WCSSDA or WCSDA
2. One (1) Committee member from any other bargaining unit

4. Recommendations to BCC: 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 an expedited final and binding interest resolution which shall be binding upon the County and the bargaining units.

5. **Binding Interest Resolution Process:** When the Insurance Committee first convenes in any plan year, and no later than June 30, they shall notify the Chairperson of one (1) designated representative who shall represent the Insurance Committee in selecting an experienced arbitrator and scheduling a timely hearing should it be necessary. Within five (5) days of notification of the Committee's representative, said representative and the County Director of HR/Labor Relations shall meet and designate an arbitrator to hear such dispute should it become necessary. If the parties are unable to agree on the arbitrator, they shall obtain a list of five (5) experienced arbitrators with in-depth knowledge of public sector insurance systems who are not associated with Washoe County or with the Washoe County Association bargaining units. The list may be obtained from AAA, Federal Mediation and Conciliation Service or any other mutually agreed upon organization. In selecting from the list, the parties shall alternately strike from the list to select the arbitrator. The right to strike the first name from the list shall be determined by the toss of a coin.

Upon selection of the arbitrator, the Parties shall immediately contact the arbitrator 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 arbitrator 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 arbitrator shall render a decision within fifteen (15) days of when the briefs are due; and 5) the arbitrator'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 Director of HR/Labor Relations shall also be advised of the Insurance Committee schedule and shall set a date with the arbitrator 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 arbitrator 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 arbitrators to mediate the dispute. Should mediation not resolve the dispute an expedited hearing with the selected arbitrator shall occur.

6. Release Time: 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.

C. Washoe County Retiree Health Insurance Program

NOTE: Pursuant to NRS 287.0205, any Washoe County retiree may enroll in the Washoe County Health Insurance Program, without the County-provided health insurance premium subsidy, if eligibility and enrollment requirements under NRS 287.0205 are met. Upon enrollment, such a retiree pays the actual cost of the premium.

Eligibility for the Retiree Health Insurance Program is based on the employee's original date of hire and total years of County service.

1. Tier 1(A): 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.

(d) 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. Tier 1(B): For those employees hired on or after January 13, 1981, the provisions listed in Section.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 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. Tier 2: 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 in the form of a subsidy as established by the County. This subsidy may only be used to offset the cost of the medical plan premium offered through the Washoe County Retiree Health Insurance Program. Upon reaching the age of Medicare eligibility, employees referenced in this section must enroll in Medicare Parts A and B, with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County Retiree Health Insurance 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.

(a) Forced Medical Retirement – In the event a Tier 2 employee with at least 10 years of continuous service has a service-related injury, accepted by the County's Workman's Compensation, or ordered by an administrative body or court of competent jurisdiction after a denial by the County's Workman's Compensation, which forces a medical/disability retirement, accepted by PERS as a medical retirement, shall receive the 20-year subsidy upon retirement and immediate enrollment in the County's retiree health insurance plan.

5. Washoe County will provide a monthly subsidy to the employees referenced in paragraph 4 at the rates provided in Exhibit E based on age and years of County service prior to retirement from the County, with a minimum of five (5) years of service and maximum of twenty (20) years of service. Effective January 1, 2020, and each year thereafter, the amounts in the schedule shall be adjusted to the nearest dollar annually to reflect any change using the CPI Medical Index. Revised 7-1-19)

(a) Retirees in this Tier, receiving a subsidy, that elect to enroll in the HDHP with HRA shall receive any overage difference between the subsidy and the Retiree Only premium in their HRA.

6. Tier 3: Employees hired after June 30, 2010 and on or before June 30, 2040, who retire with twenty (20) years of continuous service with WCSDA and/or WCSSDA, shall receive a subsidy equivalent to the 20-year subsidy provided to Tier 2 retirees.

(a) This subsidy may only be used to offset the cost of the medical plan premium offered through the Washoe County Retiree Health Insurance Program. Upon reaching the age of Medicare eligibility, employees referenced in this section must enroll in Medicare Parts A and B, with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County Retiree Health Insurance Program. In order to receive the retiree health insurance benefits an individual must be an employee of Washoe County immediately prior to drawing retirement benefits.

(b) Employees in this Tier, receiving a subsidy, that elect to enroll in the HDHP with HRA, shall receive the difference between the subsidy and the HDHP Retiree Only premium in their HRA, if any.

(c) Forced Medical Retirement – In the event a Tier 3 employee with at least 10 years of continuous service has a service-related injury, accepted by the County's Workman's Compensation, or ordered by an administrative body or court of competent jurisdiction after a denial by the County's Workman's Compensation, which forces a medical/disability retirement, accepted by PERS as a medical retirement, shall receive the 20-year subsidy upon retirement and immediate enrollment in the County's retiree health insurance plan.

(Added 7-1-22)

7. Tier 4: Availability of the retiree medical premium subsidy shall expire for employees hired after June 30, 2040 (Tier 4). Therefore, there will be no retiree medical health care premium contribution by the County for those hired on or after July 1, 2040. For those electing to enroll in the County's Retiree Health Insurance Program, upon reaching the age of Medicare eligibility, employees in this Tier must

enroll in Medicare Parts A and B with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County's Retiree Health Insurance Program.

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 up to age twenty-six (26).
(Revised 7-01-22)

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

<u>UNIFORM ITEM</u>	<u>QUANTITY</u>	
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	31	30*
Necktie	12	12
Tie bar	1	1
<u>Class A Shirt (long sleeve)</u>	13	13
<u>Class A Shirt (short sleeve)</u>	13	13
Breast badge	1	1
Name plate (last name only)	2	2
Trousers without stripes	13 pair	13 pair
Belt (uniform)	1	1
Belt (duty)	1	1
Handcuff case (double)	1**	1**0
Handcuff case (single)	2**	2**4
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 <u>Inclement Weather Gear</u>	1*****	0
Tourniquet (Added 7-01-19)	1*****	1*****

* 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~~Deputies 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. Rechargeable flashlights will also be placed in each of the Housing Units and Intake for Deputies to use as needed.

(Revised 7-01-19)

**** In lieu of the standard issue vest, ~~the employee deputies~~ may receive reimbursement for 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~~ fifteen hundred dollars (\$1,5400.00) per vest.

Effective July 1, 2027, the maximum reimbursement amount to be used toward the purchase of a Level II or Level III Ballistic Vest in lieu of a standard issue vest will increase to sixteen hundred dollars (\$1,600.00) per vest.

(Revised 7-1-~~2415~~)

***** A deputy assigned to the ~~Patrol Division~~ Operations Bureau will be issued ~~a snowsuit inclement weather gear~~ as described below as part of a 3-year cycle rotation not to exceed three hundred dollars (\$300.00) per ~~cycle~~ cycle ~~snowsuit~~.

Authorized inclement weather gear:

Snowsuit; Or

Winter Pants

Winter Shirt

Winter Jacket

Zip in Lining

(~~Added~~ Revised 7-1-~~214~~)

***** At a deputy's request, tourniquets will be replaced every two years or if the tourniquets is in a condition which is ineffective.

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)

B. In recognition that a duty weapon (pistol/handgun) has a lifespan, beginning September 1, 2017, the County shall reimburse employees a one-time Duty Weapon Replacement Allowance of up to five hundred twenty-five (\$525.00) to assist in the purchase of a replacement duty weapon in accordance with the replacement process in effect by the Sheriff's Office. The employee shall own the duty weapon and will be responsible to maintain and service the duty weapon. The employee must qualify with the purchased duty weapon as directed by the Washoe County Sheriff's Office. In order to be reimbursed for the allowance, the employee must have ten (10) years of continuous County service and the employee must furnish the County with a valid sales receipt dated September 1, 2017 or after for the new duty weapon.

(Added 7-01-16; Effective September 1, 2017)

C. In the event the Sheriff's Office begins to provide duty weapons (pistol/handgun) to new employees covered under Paragraph A and/or existing employees covered under Paragraph B above, the duty weapon reimbursement pays defined in Paragraph A and/or Paragraph B above will no longer be valid as of the date the first duty weapon or replacement weapon is issued. Employees with valid sales receipts dated prior to that date have up to 30 calendar days to request reimbursement.

(Added 7-1-16)

D. Effective July 1, 2016, the County shall pay all Deputies a safety equipment allowance of one hundred fifty dollars (\$150.00) per quarter payable the first payday in April, July and October and the last payday in December. Effective June 26, 2017, the County shall pay all Deputies a safety equipment allowance of two hundred dollars (\$200.00) per quarter payable the first payday in April, July and October and the last payday in December. Effective June 25, 2018, the County shall pay all Deputies a safety equipment allowance of

two hundred fifty dollars (\$250.00) per quarter payable the first payday in April, July and October and the last payday in December.
(Revised 7-01-17)

E. Upon completion of the Patrol FTO program, effective July 1, 2018, the County shall pay a one-time payment of three hundred dollars (\$300.00) to a Patrol Deputy for the purchase of Patrol related equipment not provided by the County. This is a one-time payment for which Deputies completing the Patrol FTO program prior to July 1, 2018 are not eligible.
(Added 7-01-17; Effective July 1, 2018)

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 - SPECIAL PAY DIFFERENTIAL

For purposes of this Article, "assigned" or "assignment(s)" refers to a long-term assignment with a start and end date that ordinarily corresponds with an employee's assignment to a specific division within the Sheriff's Office. The terms "utilized", "intermittent", "case-by-case" and "per diem" refers to a short-term use of an employee's skills on an hourly, daily, or per shift basis.

Deputies may be assigned to multiple special assignments; however, Deputies will be restricted to receiving payment for a **maximum of two (2) Special "Assigned" Pay Differentials**, equaling no more than seventeen percent (17%). In the case of an employee assigned to multiple special assignments, only the two (2) highest percentage special assignments will be paid (combined maximum of no more than seventeen percent (17%)). In addition, Deputies are ineligible to receive the same or similar special pay under both the "assigned" and "per diem" categories. Under no circumstances will any *Special Pay Differential* listed under this Article be combined with Temporary Supervisor Pay (Article 25).

CRISIS INTERVENTION TRAINING (CIT) PAY DIFFERENTIAL

Effective July 1, 2022, the parties agree to discontinue the Crisis Intervention Training (CIT) pay differential, as described in Article 23 of the 2019-2022 agreement, and include the 5% CIT pay differential into the base wage as shown in Exhibit A – Salary Schedules.

SPECIAL "ASSIGNED" PAY DIFFERENTIALS

At the discretion of the Sheriff or his designee, Deputies may be assigned to a limited number of special long-term assignment opportunities, as defined by the Sheriff and with the consultation of the County, within the Sheriff's Office that may qualify for a *Special "Assigned" Pay Differential*. *Special "Assigned" Pay Differential* is intended to compensate the employee for special training, experience, and qualifications required to perform tasks related to the special assignment(s). The special assignments described in this Article are the only assignments for which pay may be received. These special assignments shall not be considered promotions. An employee assigned to one of the following special assignments shall receive, in addition to his/her step hourly rate of pay, the additional designated percentage (%) of this step hourly rate of pay as a *Special "Assigned" Pay Differential* during the length of his/her assignment, unless noted otherwise.

A. The following assignments shall qualify for a two percent (2%) differential:

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

B. The following assignments shall qualify for a five percent (5%) differential:

1. Administrative Deputy
2. Armorer
3. Background Deputy
4. Crime Scene Investigators
5. Inmate Assistance Program Deputy
6. Major Accident Investigation Team (M.A.I.T.)
7. Motors
8. Training Section Deputy

C. The following assignments shall qualify for a ten percent (10%) differential:

1. Canine (K-9) - (Effective 1/1/18)
2. Forensic Investigation Section
3. Narcotics Division
4. R.A.V.E.N. Program or Extradition Unit - Pilots
5. Regional Gang Unit Officer (maximum of two (2) employees)

D. The following assignment shall receive a salary increase of ten percent (10%) during the time period a Deputy is so assigned:

1. Detective Division

(Revised 07-01-19)

SPECIAL "PER DIEM" PAY DIFFERENTIALS

As requested by the Sheriff or his designee, qualified employees may be utilized per diem in the following specialty areas, within the Sheriff's Office, on an intermittent or case-by-case basis. Such an employee shall receive, in addition to his/her step hourly rate of pay, the additional designated percentage (%) of this step hourly rate of pay as a *Special "Per Diem" Pay Differential* for the entire shift in which the special duties were performed during any part of said shift unless indicated otherwise below. *Special "Per Diem" Pay Differential* is intended to compensate the employee for special training, experience, and qualifications required to perform tasks related to these specialty areas.

- A. Five percent (5%) per diem special pay differentials:
 - 1. Field Training Officer
 - 2. Range Master
 - 3. Crime Scene Investigators (Per diem pay limited to initial response date)
 - 4. R.A.V.E.N. Tactical Flight Observer (TFO) Deputy and Ground Support Deputy
- B. Two percent (2%) per diem special pay differentials:
 - 1. Drug Laboratory Clean-Up Team
 (Revised 07-01-17)

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 seven (7%) 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~~ July 1, 2024, 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~~ July 1, 2024, Deputies who attain a Nevada Advanced P.O.S.T. certificate will qualify for a ~~one point two five~~ two percent (~~21.25~~%) of base pay education incentive. Deputies will continue to receive the ~~21.25~~% incentive until such time the employee is promoted from the Deputy rank or upon termination of employment with the County.
- 3. **Bachelor's Degree:** Effective July 1, 2024, Deputies who attain a Bachelor's Degree from an accredited university in Criminal Justice, Criminology, Social Work, Human Services, Public Administration, Business Administration, Behavioral Sciences, Political Science, Psychology, Journalism, or a closely related field determined by the Sheriff or his designee, will qualify for a four percent (4%) of base pay education incentive. Deputies requesting education Incentive pay for a Bachelor's Degree shall be required to provide proof of their degree.

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)

Deputies are only eligible for a combined maximum incentive pay in the amount of 6%. Deputies that attain an approved bachelor's degree in addition to their P.O.S.T. certificates cannot combine education incentive pays to exceed 6%.

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 Department promotional examination announcements, which are 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.~~

Promotional study material will be available year-round and the Sheriff's Office will give proper notice of at least three (3) months preceding any promotional written exam to ALL deputy sheriffs if/when study materials are updated and/or changed.

The Sheriff's Office Training Section will maintain a complete list of promotional study material and provide an electronic copy of said material to any Deputy Sheriff upon request.

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 Comptroller will be notified in writing of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. A change in the rate of membership dues must take effect on the first day of the start of a pay period.

(Revised 7-01-19)

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

This Agreement shall be posted on the Washoe County Human Resources website within thirty (30) days of BCC approval.
(Revised 7-01-19)

ARTICLE 31 – RESIDENT/REMOTE DEPUTY PAY

Effective July 4, 2022, 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 four hundred dollars (\$400.00) 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 one hundred fifteen dollars and sixty-three cents (\$115.63) 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 2023, 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. Refer to Exhibit C for a historical listing of annual percentages.

Effective July 4, 2022, employees who are assigned as remote Deputies to the Incline sub-station who do not reside there, use their personal vehicle to travel to and from work, and who do not have access to a County vehicle shall receive one hundred fifty dollars (\$150.00) transportation allowance per pay period.

Effective 2023, 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. Refer to Exhibit C for a historical listing of annual percentages.

(Revised 7-01-22)

The following provision applies to the payment of utilities at County provided employee residences in Gerlach:

Effective beginning July 2019, in lieu of the County paying for utilities, Deputies who reside at County-provided residences in Gerlach shall be paid \$150 per month.

(Added 7-01-19)

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 - PROCEDURE FOR IMPOSITION OF PUNITIVE ACTION

Statement of Purpose:

The Parties declare that a procedure for the imposition of punitive action is necessary. This Article is not intended to supplant or substitute for open and informal communications between command staff and deputies. While each situation must be handled on a case-by-case basis, informal discussions are encouraged.

The Parties declare that they intend to follow NRS Chapter 289 (Peace Officer Bill of Rights). The 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. NRS 289.100.

- A. **Punitive Action Defined:** "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. [NRS 289.010(4)]
- B. **Just Cause Standard:** The Sheriff, or designee, shall not impose punitive action upon a permanent, classified employee without just cause. The right to protest punitive action pursuant to this Article shall be limited to permanent classified employees. [NRS 289.150(2)(i)&(o)]
 - 1. The Sheriff or designee shall notify the Association and employee of any appointee or probationary employee who fails to attain permanent status. [Former Article 37]

2. The Sheriff or designee shall notify the Association and employee who does not satisfactorily complete the probationary period. [Former Article 37]. If a peace officer is denied a promotion on grounds other than merit a law enforcement agency shall provide the peace officer with an opportunity for a hearing. [NRS 289.020(2)]

C. **Notice of Proposed Action:** Before taking action to impose punitive action upon a permanent, classified employee, the Sheriff or designee shall serve on the Association via email and the employee, 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 statement of the alleged misconduct, including the actions and/or omissions and grounds upon which the proposed action is based.
3. A copy of any rule alleged to be violated.
4. A statement that the peace officer or a representative of the peace officer will have a reasonable opportunity to inspect, review, and copy any evidence in the possession of the law enforcement agency including any recordings, notes, transcripts of interviews, and documents. The peace officer or representative may receive an electronic copy of the file at their request. [NRS 289.057] The peace officer and/or representative agree that copies and the content should remain confidential except as required to prepare a defense to the intended punitive action.
5. A statement that the employee has fourteen (14) calendar days to elect a response pursuant to subsection D.

D. **Response to Notice of Proposed Action by Employee/Association:** The employee/Association may elect a response to the proposed discipline:

1. In Writing. The employee or Association shall have fourteen (14) calendar days to accept, respond and/or protest to the Sheriff or designee in writing, before the proposed action may be taken; OR
2. Meeting with Sheriff. The employee or Association shall have fourteen (14) calendar days to request in writing a meeting with the Sheriff to make a statement concerning the proposed action and/or provide factors in mitigation; OR
3. Pre-Disciplinary Hearing: The employee or Association upon whom a Notice of Proposed Action has been served shall have fourteen (14) calendar days to request to the Sheriff or designee in writing the scheduling of a Pre-Disciplinary Hearing where the Employee/Association may make a statement concerning the proposed action and/or provide factors in mitigation.
4. Extension of Time to Respond: Upon Application and for good cause, the Sheriff, or designee, may extend, in writing, the period to respond. The parties shall schedule a mutually agreed upon time to conduct the meeting with the Sheriff or Pre-Disciplinary Hearing.

E. **Order Imposing Punitive Action:** In any action to impose punitive action upon an employee having permanent status in a position in the classified service, after complying with the applicable requirements above, the Sheriff or designee may impose the proposed punitive action.

1. The Order Imposing Punitive Action shall be in writing and contain the following:
 - (a) A statement of the punitive action to be taken;

- (b) A statement of the misconduct, including the actions and/or omissions upon which the proposed action is based;
 - (c) A statement of any rule(s) violated;
 - (d) A statement of the procedural actions to date, such as the date of the Proposed Notice and date of Association/Employee response;
 - (e) A statement of the effective date of such action, which shall not be less than seven (7) calendar days from the date of the Order.
2. The Order Imposing Punitive Discipline shall be served upon the Association via email, the Employee via personal service or certified mail, and the Director of Human Resources.
 3. If the peace officer appeals the recommendation to impose punitive action, the peace officer or any representative of the peace office may review and copy the entire file concerning the internal investigation, if applicable, including, without limitation, any evidence, recordings, notes, transcripts of interviews and documents contained in the file. NRS 289.080(9).

F. Appeal of Order Imposing Punitive Action:

1. Appeal of Punitive Action to Director of Human Resources
 - a. Request for Review by Human Resources Director.
 - b. Within fourteen (14) calendar days after receipt of the Order imposing Punitive Action, the Association/Employee make a request in writing to the Human Resources Director for review of the punitive action.
 - c. Review and Decision: The Human Resources Director shall review the punitive action and review any evidence, statements and/or take oral statements at their discretion. A decision shall be issued not later than thirty (30) calendar days from the request for review. The decision shall be consistent with the law and the terms of this Agreement.
 - d. An employee, who is disciplined under the Department's Drug Testing Policy, may request review by the Director of Human Resources.
 - e. The Association/Employee may move directly to Arbitration by providing written notice to HR Director of that decision.
2. Appeal of Punitive Action to Arbitration.
 - a. Request for Arbitration: Within fourteen (14) calendar days after receipt of the Decision by Human Resources regarding the Order imposing Punitive Action, the Association/Employee make a request in writing for arbitration to the Human Resources Director.
 - b. Selection of an Arbitrator: The Parties may request a list of arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service or similar service. 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.
 - c. The selection of an arbitrator shall be made within forty-five (45) days of the date of the Order Imposing Punitive Action.
 - d. Pre-Arbitration Issues, Hearing, and Decision: The parties shall ensure that they confer promptly with the selected arbitrator to schedule a hearing and discuss any pre-hearing issues. The parties shall request that the arbitrator issue a report not later than thirty (30)

days from the final hearing day. The report shall set forth the 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.

- e. Expenses: 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. If the employee has chosen to go to arbitration without the concurrence of the association, the employee shall be responsible for their share of the arbitration costs.
- f. The parties shall be considered as Washoe County and the Washoe County Sheriff Deputies Association or, if an employee is representing himself, the County and the employee(s). The parties recognize that assignment of authority to proceed to arbitration to the employee does not alter recognition of the Association as the employee's representative pursuant to NRS Chapter 288.

G. Suspension Pending Discharge:

- 1. The Sheriff or designee may immediately suspend without pay, an employee pending discharge for gross misconduct, conduct which gives rise to a clear and present danger to public health and/or safety, or conduct which is seriously and substantially disruptive of Sheriff's Office or County operations.
- 2. Notice of immediate suspension shall comply with the provisions of Paragraph C above and be served on the employee either personally or by posting by certified mail within twenty-four (24) hours of the effective time of suspension. The Association shall be served via email within twenty-four hours of the effective time of the suspension.

H. Suspension Pending Criminal Case: The Sheriff or designee, upon giving notice as provided in Paragraph C 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.

I. Poor Performance: 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. 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 submitted to the Director of Human Resources pursuant to F(2) above.

J. Use of Prior Discipline: No prior punitive action may be used against an employee unless the employee was 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 letter of 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 twelve (12) 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 twelve (12) month period. The 12-month period shall begin to run on the day the employee acknowledged receipt of the letter of reprimand.

This twelve (12) 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.

K. An employee shall have the right to representation of up to three (3) representatives of the Association at each step of the process.

L. 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 the Sheriff or his/her designee.

M. Any of the time limits contained in this Article may be waived upon the mutual written agreement of both parties.

ARTICLE 35 - GRIEVANCE PROCEDURE FOR ISSUES OTHER THAN PUNITIVE ACTIONS

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 PROVISIONS:

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, other than imposition of punitive action which is governed by Article 34.
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 in writing; shall be dated; 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. 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 the Sheriff or his/her designee.

D. Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties.

II. GRIEVANCE PROCEDURE

STEP 1 Informal Discussion:

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 forty-five (45) days of when the employee/Association 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 supervisor at the applicable level within fourteen (14) 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.

(Revised 7-1-22)

STEP 2 – Sheriff or Designee

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 Sheriff or designee within fourteen (14) 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 Sheriff or designee shall render a decision in writing within seven (7) days after receiving the grievance.

STEP 3 – County Manager or Designee

Should the grievance remain unresolved, the employee or Association representative may, within fourteen (14) calendar days of receipt of the Sheriff's decision, if applicable, submit the grievance in writing to the County Manager. The County Manager or designee shall respond to the grievance in writing within fourteen (14) calendar days after receipt of the grievance..

STEP 4 - Arbitration

- a. Request for Arbitration: 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 Human Resources Director.
- b. Selection of an Arbitrator: The Parties may request a list of arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service or similar service. 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.
- c. The selection of an arbitrator shall be made within forty-five (45) days of the date of the request for arbitration.
- d. Pre-Arbitration Issues, Hearing, and Decision: The parties shall insure that they confer promptly with the selected arbitrator to schedule a hearing and discuss any pre-hearing issues. The parties shall request that the arbitrator issue a report not later than thirty (30) days from the final hearing day. The report shall set forth the 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.

- e. Expenses: 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. If the employee has chosen to go to arbitration without the concurrence of the Association, the employee shall be responsible for their share of the arbitration costs.
- f. The parties shall be considered as Washoe County and the Washoe County Sheriff Deputies Association, unless an employee covered under this Agreement is representing themselves, in which case they shall be identified by name.

ARTICLE 36 - 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 37 - TRAVEL EXPENSE - PER DIEM

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

ARTICLE 38 - 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 39 - 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 40 - 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 41 - 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 42 - 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 43 - DEFERRED COMPENSATION PLAN

A. Provided the County offers a 26 USC §457 Deferred Compensation Plan, any employee hired into the position of Deputy Sheriff on or after July 1, 2016 who is represented by the Association shall be automatically enrolled into the Plan at the time they are hired as described in Paragraph B, unless the employee opts out of the plan by contacting the recordkeeping service provider directly.

B. If the employee does not opt out of the plan, the County will automatically withhold from the employee's pay 3% of the employee's gross base wages, or such other amount as the employee designates, each pay period and deposit that pay into the §457 Deferred Compensation Plan in an account created for the sole benefit of the employee, unless and until directed to do otherwise by the employee.

a. The employee may elect to contribute an amount less or more than the 3% per pay period default amount, and may opt out entirely.

b. An employee's election to contribute an amount or percentage other than the default amount of 3% may affect the employee's eligibility to receive a permissible withdrawal of all contributed funds within the first ninety (90) day period of the first payroll deduction.

C. Any employee hired into the position of Deputy Sheriff on or after July 1, 2019 who is represented by the Association is subject to automatic enrollment into the Plan described in Paragraphs A and B above, with an initial deferral rate of 3% of the employees' gross wages. Additionally, these employee's shall be subject to the Plan's Automatic Contribution Increase provision which will allow for an additional 1% of the employee's gross base wages to be deferred each year for a period of not more than seven (7) years and not to exceed 10% of the employee's gross base wages unless directed to do otherwise by the employee.

D. Deposits, withdrawals, and all other aspects of the employee's §457 account shall be subject to all Federal, State and County laws, regulations, policies or other similar enactments applicable to the Plan offered by the County.

E. It is the intent of the Parties that only employee funds as described herein will be deposited into any §457 account, and that the County is not required, or authorized, to contribute County funds of any kind to any employee's §457 account pursuant to this or any other Article of this Agreement.
(Added 7-1-19)

Article 44 – RETIRING DEPUTY

When a Deputy Sheriff is “honorably retired” after 15-years or more of continuous County service in the Sheriff’s Office, the County shall provide that employee with one retired identification card, one retired badge and one ID badge case.
(Effective 7-1-24)

Article 4~~5~~4 - DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 202~~4~~2, and shall continue in force through June 30, 202~~8~~4 and shall be automatically renewed from year to year thereafter unless amended in accordance with Articles 33 and 45. This renewal language shall expire upon the effective date of the succeeding agreement and shall not be automatically included in any future agreement except by express written agreement of both parties.

Washoe County has the right to reopen this collective bargaining agreement for renegotiations under the circumstances, and pursuant to the processes, described in NRS 288.150(4) and NRS 288.150(2)(w).

IN WITNESS WHEREOF, the County and the Association have caused this Agreement to be modified and the amendments hereto added this 25th-21st day of June, 202~~4~~2.

WASHOE COUNTY SHERIFF
DEPUTIES ASSOCIATION

COUNTY OF WASHOE

By: _____
Jason Leshar
President

By: _____
~~Vaughn Hartung~~Alexis Hill, 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 SCHEDULES

**SALARY SCHEDULE
NON-SUPERVISORY DEPUTIES COMPENSATION SCHEDULE**

* Effective: 07/01/24

Salary Grade		Step	Hourly Range			Annual Range		
			Minimum		Maximum	Minimum		Maximum
D	001	1	35.91	-	35.91	74,692.80	-	74,692.80
D	001	2	37.70	-	37.70	78,416.00	-	78,416.00
D	001	3	39.58	-	39.58	82,326.40	-	82,326.40
D	001	4	41.56	-	41.56	86,444.80	-	86,444.80
D	001	5	43.64	-	43.64	90,771.20	-	90,771.20
D	001	6	45.82	-	45.82	95,305.60	-	95,305.60
D	001	7	49.03	-	49.03	101,982.40	-	101,982.40

* Reflects 10% Salary Adjustment effective 07/01/24

* Reflects 3% COLA effective 07/01/24

**SALARY SCHEDULE
NON-SUPERVISORY DEPUTIES COMPENSATION SCHEDULE**

* Effective: 07/01/25

Salary Grade	Step	Hourly Range			Annual Range			
		Minimum		Maximum	Minimum		Maximum	
D	001	1	37.08	-	37.08	77,126.40	-	77,126.40
D	001	2	38.93	-	38.93	80,974.40	-	80,974.40
D	001	3	40.87	-	40.87	85,009.60	-	85,009.60
D	001	4	42.91	-	42.91	89,252.80	-	89,252.80
D	001	5	45.06	-	45.06	93,724.80	-	93,724.80
D	001	6	47.31	-	47.31	98,404.80	-	98,404.80
D	001	7	49.68	-	49.68	103,334.40	-	103,334.40
D	001	8	52.16	-	52.16	108,492.80	-	108,492.80

* Reflects a 3.25% COLA effective 07/01/25
Modified Step 6 to Step 7 Promo Calc from a 7% Increase to a 5% Increase
Added Step 8

Note: In the event that the NV Public Employees Retirement System (PERS) contribution rate for Police/Fire increases by more than 4%, the parties mutually agree to reopen discussions/negotiations focused solely on the parties' respective contribution to the PERS increase.

Note: Any Deputy in Step 7 as of 07/01/24 or earlier moves to Step 8 on 07/01/25 and their anniversary date will change to 07/1/25. All other Deputies in Step 7 will move to step 8 on their normal commission date and/or evaluation date in FY26. The Deputies Association will meet with Human Resources sixty (60) days prior to implementation of Step 7 to Step 8.

LUMP SUM PAYMENT EFFECTIVE 07/04/22

~~In addition to the salary changes effective 07/01/22, the County agrees to a one-time only lump-sum payment of \$1,800.00, effective July 4, 2022 (paid on July 22, 2022), for employees hired on or prior to June 30, 2022 and covered under this collective bargaining agreement in effect at the time of payment as described herein:~~

- ~~• Employees hired on or after July 1, 2022 are not eligible.~~
- ~~• Employees hired prior to July 1, 2022 must be on the payroll and in a paid status the entire payroll period of PP# 15/22 (07/04/22 — 07/17/22).~~
- ~~• Employees must be covered under the WCSDA bargaining agreement in effect at the time of payment.~~
- ~~• No employee who separated employment from Washoe County prior to July 17, 2022 will be eligible for the one-time lump sum payment.~~

EXHIBIT A - SALARY SCHEDULES

**SALARY SCHEDULE
NON-SUPERVISORY DEPUTIES COMPENSATION SCHEDULE**

* Effective: 07/01/2023

Salary Grade	Step	Hourly Range			Annual Range			
		Minimum	-	Maximum	Minimum	-	Maximum	
D	001	1	38.10	-	38.10	79,248.00	-	79,248.00
D	001	2	40.00	-	40.00	83,200.00	-	83,200.00
D	001	3	41.99	-	41.99	87,339.20	-	87,339.20
D	001	4	44.09	-	44.09	91,707.20	-	91,707.20
D	001	5	46.30	-	46.30	96,304.00	-	96,304.00
D	001	6	48.61	-	48.61	101,108.80	-	101,108.80
D	001	7	51.05	-	51.05	106,184.00	-	106,184.00
D	001	8	53.59	-	53.59	111,467.20	-	111,467.20

* ~~2.753~~5% COLA Increase Effective 07/01/2023

[For current salaries, please visit the Human Resources website page.](#)

EXHIBIT A - SALARY SCHEDULES

**SALARY SCHEDULE
NON-SUPERVISORY DEPUTIES COMPENSATION SCHEDULE**

* Effective: 07/01/27

Salary Grade	Step	Hourly Range			Annual Range			
		Minimum		Maximum	Minimum		Maximum	
D	001	1	39.24	-	39.24	81,619.20	-	81,619.20
D	001	2	41.20	-	41.20	85,696.00	-	85,696.00
D	001	3	43.25	-	43.25	89,960.00	-	89,960.00
D	001	4	45.41	-	45.41	94,452.80	-	94,452.80
D	001	5	47.69	-	47.69	99,195.20	-	99,195.20
D	001	6	50.07	-	50.07	104,145.60	-	104,145.60
D	001	7	52.58	-	52.58	109,366.40	-	109,366.40
D	001	8	55.20	-	55.20	114,816.00	-	114,816.00
D	001	9	57.96	-	57.96	120,556.80	-	120,556.80

* 3% COLA Increase Effective 07/01/27
Added Step 9

Note: In the event that the NV Public Employees Retirement System (PERS) contribution rate for Police/Fire increases by more than 4%, the parties mutually agree to reopen discussions/negotiations focused solely on the parties' respective contribution to the PERS increase.

Note: Any Deputy in Step 8 as of 07/01/26 or earlier moves to Step 9 on 07/01/27 and their anniversary date will change to 07/01/27. All other Deputies in Step 7 will move to step 9 on their normal commission date and/or evaluation date in FY28. The Deputies Association will meet with Human Resources sixty (60) days prior to implementation of Step 8 to Step 9.

For current salaries, please visit the [Human Resources](#) website page.

EXHIBIT B - LONGEVITY SCHEDULES

**Sheriff's Deputies Longevity Schedule 20242-202584
Non-Supervisory Unit**

Effective July 1, 20242 through June 30, 20253

Total Years of Full-Time Service	Annual Longevity Payment	Semi-Annual Longevity Payment
5 but less than 6	\$2,549.56	\$1,274.78 \$1,126.58
6 but less than 7	\$3,059.47	\$1,529.74 \$1,351.90
7 but less than 8	\$3,569.38	\$1,784.69 \$1,577.21
8 but less than 9	\$4,079.30	\$2,039.65 \$1,802.53
9 but less than 10	\$4,589.21	\$2,294.61 \$2,027.85
10 but less than 11	\$5,099.12	\$2,549.56 \$2,253.16
11 but less than 12	\$5,609.03	\$2,804.52 \$2,478.48
12 but less than 13	\$6,118.94	\$3,059.47 \$2,703.79
13 but less than 14	\$6,628.86	\$3,314.43 \$2,929.11
14 but less than 15	\$7,138.77	\$3,569.39 \$3,154.43
15 but less than 16	\$7,648.68	\$3,824.34 \$3,379.74
16 but less than 17	\$8,158.59	\$4,079.30 \$3,605.06
17 but less than 18	\$8,668.50	\$4,334.25 \$3,830.37
18 but less than 19	\$9,178.42	\$4,589.21 \$4,055.69
19 but less than 20	\$9,688.33	\$4,844.17 \$4,281.01
20 but less than 21	\$10,198.24	\$5,099.12 \$4,506.32
21 but less than 22	\$10,708.15	\$5,354.08 \$4,731.64
22 but less than 23	\$11,218.06	\$5,609.03 \$4,956.95
23 but less than 24	\$11,727.98	\$5,863.99 \$5,105.00
24 but less than 25	\$12,210.00	\$6,105.00 \$5,105.00

25 or more	\$12,210.00	\$6,105.00 \$5,105.00
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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:

~~\$49,033.33~~ (.005 x 10) x 2080 = ~~\$5,099.124,506.32~~ (Annual) / 2 = \$2,~~549.56253.16~~ (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 B – LONGEVITY SCHEDULES

**Sheriff’s Deputies Longevity Schedule 2022-2024
Non-Supervisory Unit**

Effective July 1, 2023 through June 30, 2024

Total Years of Full-Time Service	Annual Longevity Payment	Semi-Annual Longevity Payment
-5 but less than 6	\$2,332.20	\$1,166.10
-6 but less than 7	\$2,798.64	\$1,399.32
-7 but less than 8	\$3,265.08	\$1,632.54
-8 but less than 9	\$3,731.52	\$1,865.76
-9 but less than 10	\$4,197.96	\$2,098.98
10 but less than 11	\$4,664.40	\$2,332.20
11 but less than 12	\$5,130.84	\$2,565.42
12 but less than 13	\$5,597.28	\$2,798.64
13 but less than 14	\$6,063.72	\$3,031.86
14 but less than 15	\$6,530.16	\$3,265.08
15 but less than 16	\$6,996.60	\$3,498.30
16 but less than 17	\$7,463.04	\$3,731.52
17 but less than 18	\$7,929.48	\$3,964.74
18 but less than 19	\$8,395.92	\$4,197.96
19 but less than 20	\$8,862.36	\$4,431.18
20 but less than 21	\$9,328.80	\$4,664.40
21 but less than 22	\$9,795.24	\$4,897.62
22 but less than 23	\$10,210.00	\$5,105.00
23 but less than 24	\$10,210.00	\$5,105.00
24 but less than 25	\$10,210.00	\$5,105.00

25 or more

\$10,210.00

\$5,105.00

Formula for Calculating Longevity Pay:

Base Hourly Salary $(.005 \times \text{Years of Service}) \times 2080 \text{ hours} = \text{Annual Longevity Payment}$

Example using Step 7 and 10 years of service:

$$\$44.85 (.005 \times 10) \times 2080 = \$4,664.40 \text{ (Annual)} / 2 = \$2,332.20 \text{ (Semi-Annual)}$$

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

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

**Annual Average Effective December, 2006³ through December, 2023¹⁸⁵
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
2023/2024	3.4%	440.48	127.34	165.18
2022/2023	6.5%	426.00	123.15	159.75
07/01/2022	Negotiated	400.00	115.63	150.00
2021/2022	7%	385.52	115.63	69.10
2020/2021	1.4%	360.30	108.07	64.58
2019/2020	2.3%	355.33	106.58	63.69
2018/2019	1.9%	347.34	104.18	62.26
2017/2018	2.1%	340.86	102.24	61.10
2016/2017	2.1%	333.85	100.14	59.84
2015/2016	.7%	326.98	98.08	58.61
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*

<u>2005/2006</u>	<u>3.4%</u>	<u>\$272.11</u>	<u>\$81.63</u>	<u>\$50.00*</u>
<u>2004/2005</u>	<u>3.3%</u>	<u>\$263.16</u>	<u>\$78.95</u>	<u>\$50.00*</u>

***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 - NRS REFERENCE

CHAPTER 289 – PEACE OFFICERS

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. “Law enforcement agency” means any agency, office, bureau, department, unit or division created by any statute, ordinance or rule which:

(a) Has a duty to enforce the law; and

(b) Employs 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.

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; 2019, 534, 2660; 2020, 32nd Special Session, 71)

~~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; right to representation; refusal to cooperate in criminal investigation punishable as insubordination.

1. A law enforcement agency shall not use punitive action against a peace officer if the peace officer chooses to exercise the peace officer’s 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 the peace officer, a law enforcement agency shall provide the peace officer with an opportunity for a hearing.

3. If a peace officer requests representation while being questioned by a superior officer on any matter that the peace officer reasonably believes could result in punitive action, the questioning must cease immediately and the peace officer must be allowed a reasonable opportunity to arrange for the presence and assistance of a representative before the questioning may resume.

4. If a peace officer refuses to comply with an order by a superior officer to cooperate with the peace officer's 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; A 2019, 2661; 2020, 32nd Special Session, 76)

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

1. Except as otherwise provided in subsections 2 and 3 and NRS 239.0115, 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 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.

3. The home address of a peace officer may be released if a peace officer has been arrested and the home address is included in any of the following:

(a) A report of a 911 telephone call.

(b) A police report, investigative report or complaint which a person filed with a law enforcement agency.

(c) A statement made by a witness.

(d) A report prepared pursuant to NRS 432B.540 by an agency which provides child welfare services, which report details a plan for the placement of a child.

(Added to NRS by 2005, 621; A 2007, 2087, 2815)

NRS 289.027 Law enforcement agency required to adopt policies and procedures concerning service of certain subpoenas on peace officers.

1. Each law enforcement agency shall adopt policies and procedures that provide for the orderly and safe acceptance of service of certain subpoenas served on a peace officer employed by the law enforcement agency.

2. A subpoena to be served upon a peace officer that is authorized to be served upon a law enforcement agency in accordance with the policies and procedures adopted pursuant to subsection 1 may be served in the manner provided by those policies and procedures.

(Added to NRS by 2007, 2815)

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 the peace officer's 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 the peace officer's credentials for transfer to a specialized unit;

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

3. Determine whether the peace officer is engaged in unlawful activity.

(Added to NRS by 1983, 2096)

NRS 289.035 Law enforcement agency prohibited from ordering, mandating or requiring peace officer to issue certain number of traffic citations or make certain number of arrests. A law enforcement agency shall not order, mandate or require a peace officer to issue a certain number of traffic citations or make a certain number of arrests over any period.

(Added to NRS by 2021, 3418)

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 the peace officer is asked to initial the comment or document, the peace officer's 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 289.020 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 the investigator's 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; suspension without pay; review of file by peace officer under certain circumstances; law enforcement agency prohibited from keeping or making record of investigation or punitive action; reassignment of peace officer under certain circumstances.

1. Except as otherwise provided in this subsection, 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. Any such investigation of a peace officer must be commenced by the law enforcement agency within a reasonable period of time after the date of the filing of the complaint or allegation with the law enforcement agency. A law enforcement agency shall not conduct an investigation pursuant to this subsection if the complaint or allegation is filed with the law enforcement agency more than 5 years after the activities of the peace officer occurred.

2. Except as otherwise provided in a collective bargaining agreement, a law enforcement agency shall not suspend a peace officer without pay during or pursuant to an investigation conducted pursuant to this section until all investigations relating to the matter have concluded.

3. 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.

4. A law enforcement agency may reassign a peace officer temporarily or permanently without his or her consent during or pursuant to an investigation conducted pursuant to this section or when there is a hearing relating to such an investigation that is pending.

(Added to NRS by 2005, 620; A 2007, 422; 2011, 1750; 2019, 2661; 2020, 32nd Special Session, 76)

NRS 289.060 Notification and requirements for interview, interrogation or hearing relating to investigation; prohibition against use of certain statements or answers in subsequent criminal proceedings.

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 a written notice to the peace officer who is the subject of the investigation. If the law enforcement agency believes that any other peace officer has any knowledge of any fact relating to the complaint or allegation against the peace officer who is the subject of the investigation, the

law enforcement agency shall provide a written notice to the peace officer advising the peace officer that he or she must appear and be interviewed as a witness in connection with the investigation. Any peace officer who serves as a witness during an interview must be allowed a reasonable opportunity to arrange for the presence and assistance of a representative authorized by NRS 289.080. Any peace officer specified in this subsection may waive the notice required pursuant to this section.

2. The notice provided to the peace officer who is the subject of the investigation 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 or hearing;

(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) Interview or interrogate the peace officer during the peace officer's regular working hours, if reasonably practicable, or revise the peace officer's work schedule to allow any time that is required for the interview or interrogation to be deemed a part of the peace officer's regular working hours. Any such time must be calculated based on the peace officer's regular wages for his or her regularly scheduled working hours. If the peace officer is not interviewed or interrogated during his or her regular working hours or if his or her work schedule is not revised pursuant to this paragraph and the law enforcement agency notifies the peace officer to appear at a time when he or she is off duty, the peace officer must be compensated for appearing at the interview or interrogation based on the wages and any other benefits the peace officer is entitled to receive for appearing at the time set forth in the notice.

(b) Immediately before any interrogation or hearing begins, inform the peace officer who is the subject of the investigation orally on the record that:

(1) The peace officer is required to provide a statement and answer questions related to the peace officer's alleged misconduct; and

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

(c) Limit the scope of the questions during the interrogation or hearing to the alleged misconduct of the peace officer who is the subject of the investigation. If any evidence is discovered during the course of an investigation or hearing which establishes or may establish any other possible misconduct engaged in by the peace officer, the law enforcement agency shall notify the peace officer of that fact and shall not conduct any further interrogation of the peace officer concerning the possible misconduct until a subsequent notice of that evidence and possible misconduct is provided to the peace officer pursuant to this chapter.

(d) Allow the peace officer who is the subject of the investigation or who is a witness in the investigation to explain an answer or refute a negative implication which results from questioning during an interview, interrogation or hearing.

4. If a peace officer provides a statement or answers a question relating to the alleged misconduct of a peace officer who is the subject of an investigation pursuant to NRS 289.057 after the peace officer is informed that failing to provide the statement or answer may result in punitive action against him or her, the statement or answer must not be used against the peace officer who provided the statement or answer in any subsequent criminal proceeding.

(Added to NRS by 1983, 2097; A 1993, 2379; 2005, 622; 2011, 1750)

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 the person's 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 the peace officer's 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 interview, interrogation or hearing relating to investigation; confidential information; disclosure; record of interview, interrogation or hearing; right of subject of investigation to notice of intent to recommend punitive action, to submit response to such recommendation and to review and copy investigation file upon appeal.

1. Except as otherwise provided in subsection 5, a peace officer who is the subject of an investigation conducted pursuant to NRS 289.057 may upon request have two representatives of the peace officer's choosing present with the peace officer during any phase of an interrogation or hearing relating to the investigation, including, without limitation, a lawyer, a representative of a labor union or another peace officer.

2. Except as otherwise provided in subsection 5, a peace officer who is a witness in an investigation conducted pursuant to NRS 289.057 may upon request have two representatives of the peace officer's choosing present with the peace officer during an interview relating to the investigation, including, without limitation, a lawyer, a representative of a labor union or another peace officer. The presence of the second representative must not create an undue delay in either the scheduling or conducting of the interview.

3. A representative of a peace officer must assist the peace officer during the interview, interrogation or hearing.

4. The law enforcement agency conducting the interview, 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.

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

6. Any information that a representative obtains from the peace officer who is a witness concerning the investigation is confidential and must not be disclosed.

7. Any information that a representative obtains from the peace officer who is the subject of 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 the representative's failure or refusal to disclose such information.

8. The peace officer, any representative of the peace officer or the law enforcement agency may make a stenographic, digital or magnetic record of the interview, 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.

9. After the conclusion of the investigation, if a law enforcement agency intends to recommend that punitive action be imposed against the peace officer who was the subject of the investigation, the law enforcement agency must notify the peace officer of such fact and give the peace officer or any representative of the peace officer a reasonable opportunity to inspect any evidence in the possession of the law enforcement agency and submit a response. The law enforcement agency must consider any such response before making a recommendation to impose punitive action against the peace officer. If the law enforcement agency recommends punitive action be imposed against the peace officer and the peace officer appeals the recommendation to impose punitive action, the peace officer or any representative of the peace officer may review and copy the entire file concerning the internal investigation, including, without limitation, any evidence, recordings, notes, transcripts of interviews and documents contained in the file.

(Added to NRS by 1983, 2098; A 1991, 647; 1993, 2380; 2005, 623; 2011, 1752; 2019, 2662; 2020, 32nd Special Session, 77)

NRS 289.085 Inadmissibility of evidence obtained unlawfully during investigation; dismissal of administrative proceeding or civil action when evidence obtained unlawfully and in bad faith 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. If the arbitrator or court further determines that such evidence was obtained by a law enforcement agency in bad faith, the arbitrator or court must dismiss the administrative proceeding or civil action with prejudice.

(Added to NRS by 2005, 621; A 2019, 2663; 2020, 32nd Special Session, 78; 2021, 3418)

NRS 289.090 Inapplicability of certain provisions to investigation concerning alleged criminal activities. The provisions of subsections 2, 3 and 4 of NRS 289.057 and NRS 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; 2019, 2663; 2020, 32nd Special Session, 79)

NRS 289.092 Suspension without pay pending criminal prosecution; award of back pay under certain circumstances. If a law enforcement agency suspends a peace officer without pay pending the outcome of a criminal prosecution, the law enforcement agency shall award the peace officer back pay for the duration of the suspension if:

1. The charges against the peace officer are dismissed;
2. The peace officer is found not guilty at trial; or
3. The peace officer is not subjected to punitive action in connection with the alleged misconduct.

(Added to NRS by 2019, 2660)

NRS 289.095 Investigation of motor vehicle crashes involving peace officers.

1. In a county whose population is 100,000 or more, each law enforcement agency shall adopt policies and procedures to govern the investigation of motor vehicle crashes in which a peace officer employed by the law enforcement agency is involved. The policies and procedures must include, without limitation, a requirement that if such a motor vehicle crash results in a fatal injury to any person, the motor vehicle crash must be investigated by a law enforcement agency other than the law enforcement agency that employs the peace officer involved in the crash unless:

(a) Another law enforcement agency does not have comparable equipment and personnel to investigate the crash at least as effectively as the law enforcement agency that employs the peace officer involved in the motor vehicle crash;

(b) Another law enforcement agency is unavailable to investigate the motor vehicle crash; or

(c) Investigation of the motor vehicle crash by another law enforcement agency would delay the initiation of the investigation such that the integrity of the crash scene and preservation and collection of evidence may be jeopardized by such a delay.

2. This section does not prohibit a law enforcement agency in a county whose population is 100,000 or more from entering into agreements for cooperation with agencies in other jurisdictions for the investigation of motor vehicle crashes in which a peace officer of the law enforcement agency is involved.

(Added to NRS by 2013, 615; A 2015, 1664)

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 the district attorney or Attorney General 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 the officer’s or employee’s 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 the employer of the peace officer 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)

~~— **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 5/10/066/11/24)~~

Article 5 – Rights of Association (Reference to NRS 288.225):

NRS 288.225 Employee leave for time spent performing duties or providing services for employee organization. A local government employer may agree to provide leave to any of its employees for time spent by the employee in performing duties or providing services for an employee organization if the full cost of such leave is paid or reimbursed by the employee organization or is offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer pursuant to this chapter. (Added to NRS by [2015, 1593](#))

(Added 7-1-16)

Article 46 – Duration of Agreement (Reference to NRS 288.150(4) & NRS 288.150(2)(w)):

NRS 288.150 Negotiations by employer with recognized employee organization: Subjects of mandatory bargaining; matters reserved to employer without negotiation; reopening of collective bargaining agreement during period of fiscal emergency; termination or reassignment of employees of certain schools. [Effective July 1, 2016.]

1. Except as otherwise provided in subsection 4 and [NRS 354.6241](#), every local government employer shall negotiate in good faith through one or more representatives of its own choosing concerning the mandatory subjects of bargaining set forth in subsection 2 with the designated representatives of the recognized employee organization, if any, for each appropriate bargaining unit among its employees. If either party so requests, agreements reached must be reduced to writing.

2. The scope of mandatory bargaining is limited to:

- (a) Salary or wage rates or other forms of direct monetary compensation.
- (b) Sick leave.
- (c) Vacation leave.
- (d) Holidays.
- (e) Other paid or unpaid leaves of absence consistent with the provisions of this chapter.
- (f) Insurance benefits.
- (g) Total hours of work required of an employee on each workday or workweek.
- (h) Total number of days' work required of an employee in a work year.
- (i) Except as otherwise provided in subsection 6, discharge and disciplinary procedures.
- (j) Recognition clause.
- (k) The method used to classify employees in the bargaining unit.
- (l) Deduction of dues for the recognized employee organization.
- (m) Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter.
- (n) No-strike provisions consistent with the provisions of this chapter.
- (o) Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements.
- (p) General savings clauses.
- (q) Duration of collective bargaining agreements.
- (r) Safety of the employee.
- (s) Teacher preparation time.
- (t) Materials and supplies for classrooms.
- (u) Except as otherwise provided in subsections 7 and 9, the policies for the transfer and reassignment of teachers.
- (v) Procedures for reduction in workforce consistent with the provisions of this chapter.
- (w) Procedures consistent with the provisions of subsection 4 for the reopening of collective bargaining agreements for additional, further, new or supplementary negotiations during periods of fiscal emergency.

3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

- (a) Except as otherwise provided in paragraph (u) of subsection 2, the right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- (b) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to paragraph (v) of subsection 2.
- (c) The right to determine:
 - (1) Appropriate staffing levels and work performance standards, except for safety considerations;
 - (2) The content of the workday, including without limitation workload factors, except for safety considerations;
 - (3) The quality and quantity of services to be offered to the public; and
 - (4) The means and methods of offering those services.
- (d) Safety of the public.

4. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to:

- (a) Reopen a collective bargaining agreement for additional, further, new or supplementary negotiations relating to compensation or monetary benefits during a period of fiscal emergency. Negotiations must begin not later than 21 days after the local government employer notifies the employee organization that a fiscal emergency exists. For the purposes of this section, a fiscal emergency shall be deemed to exist:

(1) If the amount of revenue received by the general fund of the local government employer during the last preceding fiscal year from all sources, except any nonrecurring source, declined by 5 percent or more from the amount of revenue received by the general fund from all sources, except any nonrecurring source, during the next preceding fiscal year, as reflected in the reports of the annual audits conducted for those fiscal years for the local government employer pursuant to [NRS 354.624](#); or

(2) If the local government employer has budgeted an unreserved ending fund balance in its general fund for the current fiscal year in an amount equal to 4 percent or less of the actual expenditures from the general fund for the last preceding fiscal year, and the local government employer has provided a written explanation of the budgeted ending fund balance to the Department of Taxation that includes the reason for the ending fund balance and the manner in which the local government employer plans to increase the ending fund balance.

(b) 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. Those 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 must not be construed as a failure to negotiate in good faith.

5. The provisions of this chapter, including without limitation the provisions of this section, recognize and declare the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

6. If the sponsor of a charter school reconstitutes the governing body of a charter school pursuant to [NRS 388A.330](#), the new governing body may terminate the employment of any teachers or other employees of the charter school, and any provision of any agreement negotiated pursuant to this chapter that provides otherwise is unenforceable and void.

7. The board of trustees of a school district in which a school is designated as a turnaround school pursuant to [NRS 388G.400](#) or the principal of such a school, as applicable, may take any action authorized pursuant to [NRS 388G.400](#), including, without limitation:

(a) Reassigning any member of the staff of such a school; or

(b) If the staff member of another public school consents, reassigning that member of the staff of the other public school to such a school.

8. Any provision of an agreement negotiated pursuant to this chapter which differs from or conflicts in any way with the provisions of subsection 7 or imposes consequences on the board of trustees of a school district or the principal of a school for taking any action authorized pursuant to subsection 7 is unenforceable and void.

9. The board of trustees of a school district may reassign any member of the staff of a school that is converted to an achievement charter school pursuant to [NRS 388B.200](#) to [388B.230](#), inclusive, and any provision of any agreement negotiated pursuant to this chapter which provides otherwise is unenforceable and void.

10. This section does not preclude, but this chapter does not require, the local government employer to negotiate subject matters enumerated in subsection 3 which are outside the scope of mandatory bargaining. The local government employer shall discuss subject matters outside the scope of mandatory bargaining but it is not required to negotiate those matters.

11. Contract provisions presently existing in signed and ratified agreements as of May 15, 1975, at 12 p.m. remain negotiable.

12. As used in this section, "achievement charter school" has the meaning ascribed to it in [NRS 385.007](#).

(Added to NRS by [1969, 1377](#); A [1971, 1503](#); [1975, 919](#); [1983, 1622](#); [1987, 743, 1496, 1607](#); [1989, 1165](#); [2011, 2295, 2901](#); [2015, 1594, 2965, 3307, 3817, 3835](#), effective July 1, 2016)

(Added 7-1-16)

EXHIBIT E - SUBSIDY SCHEDULES

Post 97/98 (Under Age 65)

1/1/2022-2024 – 12/31/2022-2024

CALENDAR PLAN YEAR 2024	
Years of Service	Subsidy
5	(\$128.00132.00)
6	(\$168.00173.00)
7	(\$205.00211.00)
8	(\$242.00251.00)
9	(\$281.00291.00)
10	(\$318.00329.00)
11	(\$356.00368.00)
12	(\$393.00406.00)
13	(\$432.00446.00)
14	(\$471.00487.00)
15	(\$508.00525.00)
16	(\$546.00565.00)
17	(\$584.00604.00)
18	(\$621.00642.00)
19	(\$661.00683.00)
20	(\$698.00722.00)

Post 97/98 (Over Age 65)

1/1/2022-2024 - 12/31/2022-2024

CALENDAR PLAN YEAR 2024	
Years of Service	Contribution
5	(\$71.0073.00)
6	(\$85.0088.00)
7	(\$99.00103.00)
8	(\$113.00117.00)
9	(\$127.00131.00)
10	(\$141.00146.00)
11	(\$156.00162.00)
12	(\$171.00177.00)
13	(\$184.00190.00)
14	(\$198.00205.00)
15	(\$212.00219.00)
16	(\$227.00235.00)
17	(\$241.00249.00)
18	(\$256.00264.00)
19	(\$270.00279.00)
20	(\$284.00294.00)