

City of Elko)
County of Elko)
State of Nevada)

SS October 22, 2019

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, October 22, 2019.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

Council Present: Councilwoman Mandy Simons *left at 6:53 p.m.*
 Councilman Robert Schmidlein
 Councilman Chip Stone
 Councilman Bill Hance

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Dale Johnson, Utilities Director
 Kelly Wooldridge, City Clerk
 Michele Rambo, Development Manager
 Bob Thibault, Civil Engineer
 Candi Quilici, Accounting Manager
 Dennis Strickland, Public Works Director
 Cathy Laughlin, City Planner
 Jim Foster, Airport Manager
 Jeff Ford, Building Official
 Pete Dondero, Golf Superintendent
 James Wiley, Parks and Recreation Director
 Matt Griego, Fire Chief
 Jack Snyder, Deputy Fire Chief
 John Holmes, Fire Marshal
 Ben Reed Jr., Police Chief
 Ty Trouten, Police Chief
 Tom Coyle, Deputy City Attorney
 Lauren Landa, Deputy City Attorney
 Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this

item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

Debra Long, manager of Villas at Riverside, 1525 Opal Drive, said Oct 17, 2019, she found a homeless camp near where her residents live. She has found homeless rummaging through trash receptacles. On September 20, 2019, the police were notified that a homeless couple were living on the property. The police came out and told the couple to leave. The couple failed to comply with the police orders and remained on the property. On October 17, 2019, she called the police again and they moved the couple on but she had to clean up the mess they left behind. She asked that the City do something to help the homeless so they don't rummage through trash anymore.

Mayor Keener asked who was responsible for cleaning up vacated camps.

Scott Wilkinson, Assistant City Manager, said this is the first time he heard of this. If this occurs on City property then we would have to address it. If it happens on private property then the owner would address it. There are no dedicated resources for cleanups like this. Some years ago there was a large clean up along the river that Public Works and Parks both participated in.

Mayor Keener said camping is prohibited within the city limits except for the designated humanitarian camp.

APPROVAL OF MINUTES: October 8, 2019 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor in recognition of "Extra Mile Day", and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION**

Mayor Keener read the proclamation.

- B. Presentation of an appreciation plaque to Mr. Les Byrns, and matters related thereto. **INFORMATION ONLY –NON ACTION ITEM**

Mayor Keener presented Les Byrns with a plaque in appreciation for painting the engine and caboose in the Chilton Centennial Park.

Les Byrns said he was working on Bob Thibault's place and they started talking about looking for bids to paint the train. He decided to donate the work. Sherwin Williams donated the paint. It took his crew 160 hours to get it done.

II. PERSONNEL

- A. Employee Introductions:

- 1.) Mr. Dale Johnson, Utilities Director, Water Department

Present and introduced.

- 2.) Ms. Amber Huff, Domestic Violence Coordinator, Police Department
Present and introduced.

Mayor Keener pointed out to everyone that today was Chief Reed's last day in uniform. Today is a bittersweet day for him. He thanked him for all he has done for the community.

- B. Appointment of Captain Ty Trouten as the Police Chief for the City of Elko, effective October 22, 2019, and matters related thereto. **FOR POSSIBLE ACTION**

During the August 13, 2019 Council Meeting, Council selected Captain Ty Trouten for the position of Police Chief and authorized a formal job offer to be made. Staff is pleased to report that the job offer was accepted. SS

Mayor Keener administered the Police Chief Oath of Office to Tyler W. Trouten. His new badge was pinned on his uniform by his wife.

Chief Trouten thanked everyone for their confidence in him. He works hard and will continue to do so. He appreciates everyone that took the time to come here for this. He owes a great debt of gratitude to former Chief Reed and all the mentoring he has done. He thanked his family for being there. He looks forward to his new position.

- C. Review, consideration, and possible approval of an Agreement between the City of Elko, and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America AFL/CIO Local 9110, July 1, 2019 – June 30, 2022, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has concluded negotiations for FY 2019/2020, FY 2020/2021 and FY 2021/2022. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS

Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.

Curtis Calder, City Manager, said this will finalize the agreement if approved (Exhibit "A"). There should be a copy of the spreadsheet (Exhibit "B"). He went over the fiscal impact of the new agreement.

Mayor Keener noted this is specifically for the Sergeants position.

Mr. Calder said up until a couple of years ago the Sergeants were included in the main collective bargaining agreement. There were some salary compaction issues. This contract addresses the bulk of the compaction. The biggest change to this particular contract was transitioning from the prior compensation program to a pay for performance compensation program. The union has ratified this agreement and it is just pending Council's approval.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to approve an agreement between the City of Elko and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communication Workers of America AFL/CIO Local 9110, Sergeants Unit, July 1, 2019 through June 30, 2022.**

The motion passed unanimously. (5-0)

III. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the general warrants.**

The motion passed unanimously. (5-0)

- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Print 'N Copy warrants.**

The motion passed. (4-0 Mayor Keener abstained.)

- C. Review, consideration, and possible direction to Staff to solicit bids for the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. **FOR POSSIBLE ACTION**

Revised final design is nearly complete for this project. The tentative schedule is to go to bid January 7th, leave open for 35 days, open bids February 11th, and bring back to Council for possible award on February 25th. Construction would commence late March. This project will overlap two fiscal years. DJ

Dale Johnson, Utilities Director, explained they are asking to solicit bids for the Water/WRF combined shop, as soon as the plans are received and approved by the building department.

Curtis Calder, City Manager, asked when they expect to see the final drawings.

Mr. Johnson answered they should be back by November 22.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to direct staff to solicit bids for the Water/WRF facility shop.**

The motion passed unanimously. (5-0)

IV. SUBDIVISIONS

- A. Review, consideration, and possible action to conditionally approve Final Map 9-19, filed by Bailey & Associates, LLC, for the development of a subdivision

entitled Cambridge Estates involving the proposed division of approximately 8.02 acres of property into 35 lots for residential development within the R1 (Single Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located at the northeast corner of Celtic Way and El Armuth Drive (APN 001-660-041). The Planning Commission considered this item on October 1, 2019 and took action to forward a recommendation to conditionally approve Final Map 9-19. MR

Michele Rambo, Development Manager, explained this is for a Final Map approval for the Cambridge Estates subdivision. Planning Commission reviewed this and recommended conditional approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to conditionally approve Final Map 9-19 for the Cambridge Estates subdivision, subject to the conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

V. NEW BUSINESS

- A. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Cambridge Estates subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. As part of the conditions of approval for Final Map 9-19, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR

Ms. Rambo explained this is the standard Performance/Maintenance agreement. Legal has reviewed and approved it. She recommended approval.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Performance/Maintenance agreement for subdivision improvements associated with Cambridge Estates subdivision, and require the developer enter into the agreement within 30 days.**

The motion passed unanimously. (5-0)

- B. Review, discussion, and possible action to extend the Golf Professional Agreement between the City of Elko, Nevada and Bradley John Martin DBA

Martin Creek Holdings, LLC, and matters related thereto. **FOR POSSIBLE ACTION**

The current Golf Professional Agreement between the City of Elko and Martin Creek Holdings, LLC expires on December 31, 2019 (unless an extension is agreed upon between the Golf Professional and the Elko City Council).

On September 10, 2019, the City Council tabled an item to request proposals from qualified individuals or firms to provide Golf Professional Services at Ruby View Golf Course. During the September 10, 2019 City Council meeting, Brad Martin indicated he was interested in extending the current Agreement between the parties. Per Article 16, the Agreement may be extended for up to two years past December 31, 2019 if both the Golf Professional and the Elko City Council so agree.

Options for City Council consideration include: 1) extending the Agreement for two (2) years; 2) extending the Agreement for one (1) year; or 3) not extending the Agreement, thereby allowing the original expiration to occur on December 31, 2019. If expiration occurs, Staff recommends requesting proposals from qualified individuals or firms as soon as possible.

A copy of the current Agreement, a Golf Enterprise Fund financial performance summary, and correspondence received by the City Manager has been included in the agenda packet for review. CC

Curtis Calder, City Manager, explained they received a letter from Ms. McConnell last night. It was distributed today and it was included in the agenda packet this morning.

Katie McConnell, Attorney, stated she was present to represent Mr. Brad Martin and Martin Creek Holdings LLC. They would like to address some inconsistencies that were brought up at the last meeting. Mr. Martin would like to extend the contract for two years. There are plenty of people present that would also like to see the contract extended. At the last meeting, there was a lot of discussion about the \$188,000 loss/deficit in the budget. That is a budgeted loss that Council approved in the 2019/2020 fiscal budget. That budgeted loss is not applicable to Mr. Martin in running the golf course. There is nothing in his contract that says he is responsible for the budget of the golf course; that lies with City Council and the City Manager. She requested Council extend the contract as it is.

Mr. Calder said he handed out some budget numbers earlier (Exhibit "C"). It is important when going through Ms. McConnell's letter, she was comparing budgeted numbers vs. actual numbers. He explained the difference and went over his handout. An enterprise fund is supposed to cover its expenses with its revenues. We are going to play it smart and try to keep the expenses close to the revenues. There has been a consistent reduction of play over the years. Any time a contract expires; he looks at them and tries to find a way to make it run better.

Ms. McConnell said Mr. Martin's contract and position has not been part of the budget process at all. She was sure he would be willing to discuss ways to increase revenues at the golf course but he has never been asked. How do we know there is a better golf pro that will come in for less

money? Maybe there is a lack of communication. She hasn't seen anything that says he is a bad golf pro other than an anonymous letter.

Mayor Keener called for public comment.

Will Moschetti, 312 Oak Street, Elko Golf Course Financial Advisory Committee, said he has expressed how ludicrous it would be to operate the golf course as an enterprise fund from the beginning. It was a shock for those that sit on the Financial Advisory Committee to hear there is such a large deficit. They were never told the golf course was struggling that much. Brad isn't everybody's friend but they are lucky to have him. Be glad with what you got.

Dana Pray, 2417 Puccinelli Pkwy, stated her family and some friends started a memorial golf tournament in memory of her son. The tournament is well attended. They bring a lot of young people to the tournament who would like to golf if they were treated respectfully. Arranging the tournament is very difficult. Dealing with Mr. Martin is difficult because he tries to change the dates and times and makes her feel inadequate. Other people have tried to mediate for her without success. As a resident of the City and a businessperson, it is her opinion that there are many business decisions made at the golf course that could be made better. It is difficult for her to stand because she knew she was the only one that was willing to speak up against Mr. Martin.

Chris Johnson, 123 Woods Court, said there are a lot of moving parts of a budget. When they negotiated the contract with Brad, the City made sure they had the cart rentals. With that, the ending fund balance went up every year. Elko has been smart in operating the golf course by utilizing resources such as effluent water from the WRF. You have to really look at the ending fund balance to see how well the golf course is doing. Everyone wants the play to go up at Ruby View. He encouraged Council to extend the contract another 2 years. We need to show our support for the golf course.

Mayor Keener closed public comments and moved to deliberations.

Councilman Schmidlein said there are a lot of pros and cons that are associated with any facility. He didn't feel there were a lot of losses presented tonight. He was in favor of extending the contract. He felt he is doing a great job for the course and the community. He knows there are some people that are opposed to extending the contract with Mr. Martin.

Mayor Keener said he has heard predominately positive from Brad's supporters. He has also heard some negative. A lot of the people that have issues are afraid to say so publicly. He said, as a season pass holder, he doesn't feel welcomed when he goes into the club house.

Councilman Stone said he sat down and met with Brad after the last meeting. It was interesting just walking on the premises. The contract is a contract just like any other contract. It isn't personal. We are supposed to watch the City's funds and take care of those things. Brad agrees that there needs to be some changes there. There are a lot of things that are going to be pushed aside if we continue with this path. If we extended the contract a year or two, are there some things that Brad would do different to make the fund work out better? You can't please everyone all of the time. It is a challenge. At this time, he would agree to extend the contract but he wasn't sure for how long.

Councilwoman Simons said they weren't elected just to take care of the golfers. She doesn't golf so it is hard for her to look at this as a golfer. At this point, it would be very hard to tell Brad that as of January 1 he doesn't have a job. Brad is now aware of concerns and that some people don't feel welcomed. When we go out to get new proposals, there are some things that could cost less money, but there may be less service associated with the lower cost. The City does need to look at the bigger picture. Both parties need to work on communication and how we can work together better. At this point it will not be wise to just end the contract.

Councilman Hance stated he doesn't see any marketing of the golf course other than the sign across the street at the radio station. He has two sets of golf clubs for sale in his shop for the last two years. That tells him that people are not interested. There is no good advertising outreach in Elko. Something has to be done about the number of golfers that are out there. He agreed there should be an extension of the contract but there needs to be some improvement during the extension.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve Martin Creek Holdings LLC to a two-year extension with his contract.**

After the motion and before the vote, Councilman Schmidtlein mentioned that there are some changes that need to be made. He wants to see better communication. There needs to be some advertising. Maybe the ECVA and other community people should be making those advertising efforts. He would like to see some things turned around.

Mayor Keener said he was thinking of some conditions. If they were going to go for a two-year extension, it would be prudent to have a presentation to Council such as a Spring Action Plan and a Fall Summary. He would like to see Brad working with the Parks and Recreation Department to do a user satisfaction survey to make sure things are improving. Also a mid-season meeting between the Council liaison, Councilman Stone, the City Manager, Brad Martin, and the Parks staff.

Councilwoman Simons felt those should all be done independently of the motion. Those are all good ideas. She questioned those conditions being in the motion.

Councilman Schmidtlein said he would like to add to the motion, the before and after presentation.

Councilman Hance felt they were getting away from the renewal of the contract. He didn't think they could add things to the agreement without reopening the agreement.

Mr. Calder agreed those conditions should not be part of a motion because you would be modifying the terms of the agreement. We can handle that at the staff level.

Mayor Keener asked Mr. Martin if he was opposed to providing reports to the City Council and meeting together with the various members of staff.

Mr. Martin answered of course not.

Mayor Keener asked Mr. Martin how about cooperating for surveys.

Mr. Martin said that was a great idea.

The motion passed unanimously. (5-0)

BREAK

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 845, an ordinance amending Title 3, Chapter 4, Section 1 of the Elko City Code entitled “Planning Commission”, filed and processed as Zoning Ordinance Amendment No. 2-19, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on October 1, 2019, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. City Council held the first reading of Ordinance No. 845 on October 8, 2019 and set the matter for second reading and public hearing. CL

Cathy Laughlin, City Planner, explained this is the provision they are changing so they can act in a public office as well as a planning commissioner. It will bring it in consistency with the NRS and making it so they can be on both. They just cannot be a City Council Member and Planning Commission or a County Commissioner.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to conduct second reading, public hearing and adopt Ordinance No. 845.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible action to adopt Resolution No. 21-19, a resolution and order vacating a portion of Commercial Street rights-of-way approximately 25.75 feet in width by 2 feet in depth abutting APN 001-343-001, which is located within the City of Elko, Nevada, to the abutting property owner, J. M. Capriola Co. Inc., filed and processed as Vacation No. 4-19 by City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Council made a motion to vacate a portion of Commercial Street right-of-way at its regular meeting of September 24, 2019, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of October 1, 2019, and took action to forward a recommendation to Council to adopt a resolution which conditionally approves Vacation No. 4-19 with findings in support of its recommendation. CL

Mayor Keener noted that all of these vacations are related and there was no general public present for these items.

Ms. Laughlin explained this vacation came about from a survey that was provided to them with a project that was going to be developed on Commercial Street. It required a survey to be submitted to the City and it showed us an encroachment of the front of the building onto City right-of-way. We hired a surveyor to survey the entire block and there is encroachment all the way from 5th Street to 6th Street, minus the very last property on the corner of 6th Street. That one does not have an encroachment onto the right-of-way. The City of Elko is the applicant for all of these applications. What we are vacating goes to the property owners, and that is why they are individual applications. It is a two-foot section that goes all the way down the block. The last property, which does not require a vacation, she has reached out to them regarding a vacation but she has not heard from them yet.

Councilman Stone asked if it will change their taxes.

Ms. Laughlin answered it will add the property to their square footage of their property. It will be up to the assessor if they will change that or not.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to adopt Resolution No. 21-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible action to adopt Resolution No. 22-19, a resolution and order vacating a portion of Commercial Street rights-of-way approximately 50.51 feet in width by 2 feet in depth abutting APN 001-343-002, which is located within the City of Elko, Nevada, to the abutting property owner, Jacques G. Errecart, Jennifer M. Anderson & Joan Anderson, filed and processed as Vacation No. 5-19 by City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Council made a motion to vacate a portion of Commercial Street right-of-way at its regular meeting of September 24, 2019, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of October 1, 2019, and took action to forward a recommendation to Council to adopt a resolution which conditionally approves Vacation No. 5-19 with findings in support of its recommendation. CL

Mayor Keener noted this item has the same background information. He called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to adopt Resolution No. 22-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible action to adopt Resolution No. 23-19, a resolution and order vacating a portion of Commercial Street rights-of-way approximately 25.01 feet in width by 2 feet in depth abutting APN 001-343-003, which is located within the City of Elko, Nevada, to the abutting property owner, Patray Assets, LLP., filed and processed as Vacation No. 6-19 by City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Council made a motion to vacate a portion of Commercial Street right-of-way at its regular meeting of September 24, 2019, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of October 1, 2019, and took action to forward a recommendation to Council to adopt a resolution which conditionally approves Vacation No. 6-19 with findings in support of its recommendation. CL

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to adopt Resolution No. 23-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- E. Review, consideration, and possible action to adopt Resolution No. 24-19, a resolution and order vacating a portion of Commercial Street rights-of-way approximately 25.01 feet in width by 2 feet in depth abutting APN 001-343-004, which is located within the City of Elko, Nevada, to the abutting property owner, Ace Glass Co., filed and processed as Vacation No. 7-19 by City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Council made a motion to vacate a portion of Commercial Street right-of-way at its regular meeting of September 24, 2019, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of October 1, 2019, and took action to forward a recommendation to Council to adopt a resolution which conditionally approves Vacation No. 7-19 with findings in support of its recommendation. CL

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to adopt Resolution No. 24-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible action to adopt Resolution No. 25-19, a resolution and order vacating a portion of Commercial Street rights-of-way approximately 25.01 feet in width by 2 feet in depth abutting APN 001-343-005,

which is located within the City of Elko, Nevada, to the abutting property owner, Cowboy Arts and Gear Museum, filed and processed as Vacation No. 8-19 by City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Council made a motion to vacate a portion of Commercial Street right-of-way at its regular meeting of September 24, 2019, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of October 1, 2019, and took action to forward a recommendation to Council to adopt a resolution which conditionally approves Vacation No. 8-19 with findings in support of its recommendation. CL

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to adopt Resolution No. 25-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- G. Review, consideration, and possible action to adopt Resolution No. 26-19, a resolution and order vacating a portion of Commercial Street rights-of-way approximately 26.70 feet in width by 2 feet in depth abutting APN 001-343-006, which is located within the City of Elko, Nevada, to the abutting property owner, Gremel Properties, Inc., filed and processed as Vacation No. 9-19 by City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Council made a motion to vacate a portion of Commercial Street right-of-way at its regular meeting of September 24, 2019, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of October 1, 2019, and took action to forward a recommendation to Council to adopt a resolution which conditionally approves Vacation No. 9-19 with findings in support of its recommendation. CL

**** A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to adopt Resolution No. 26-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- H. Review, consideration, and possible action to adopt Resolution No. 27-19, a resolution and order vacating a portion of Commercial Street rights-of-way approximately 73.32 feet in width by 2 feet in depth abutting APN 001-343-007, which is located within the City of Elko, Nevada, to the abutting property owner, Shigamo Development, Inc., filed and processed as Vacation No. 10-19 by City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Council made a motion to vacate a portion of Commercial Street right-of-way at its regular meeting of September 24, 2019, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of October 1,

2019, and took action to forward a recommendation to Council to adopt a resolution which conditionally approves Vacation No. 10-19 with findings in support of its recommendation. CL

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to adopt Resolution No. 27-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- I. Hearing and/or review of investigation and findings concerning alleged nuisance(s) regarding property located at 403 Pine Street due to unsafe or hazardous conditions from extensive fire damage and dry landscaping, and possible declaration of a nuisance(s) and appropriate order(s)/actions for abatement of nuisance(s) regarding the property located at 403 Pine Street, Elko, Nevada, owned by William Armstrong and other actions, orders or matters related thereto. **FOR POSSIBLE ACTION**

This is the **second** nuisance hearing regarding the property located at 403 Pine Street, owned by William Armstrong, within the last year. On December 11, 2018, the City Council declared a nuisance at 403 Pine Street.

Subsequent to the previous nuisance being abated, the structure located on 403 Pine Street was extensively damaged by fire on or about April 10, 2019. The City of Elko Fire Department responded to the fire and initiated suppression efforts. As a result of the fire and related damage, the Building Department inspected the structure and determined it was unsafe for entry and occupancy.

Despite the Building Department placing placards on the structure and prohibiting entry into or occupancy of the structure, transients have trespassed and occupied the structure, thereby creating an attractive nuisance. Since April 12, 2019, the Police Department has received twelve (12) calls for service for 403 Pine Street. Additionally, the landscaping is dry and has not been maintained, thereby creating an additional fire hazard.

Since April 10, 2019, the City has received numerous complaints concerning the condition of the property located at 403 Pine Street. Accordingly, the complaints were forwarded to the City Clerk's Office as required under 5-1-5 of City Code. The City Clerk forwarded the complaints to the City Manager on August 13, 2019. The City Manager assigned the investigation to the Assistant City Manager on August 14, 2019. The Assistant City Manager completed an investigation and presented those findings to the City Manager on August 16, 2019. To date, no plans have been submitted to the City to address the condition of the structure and/or property.

The findings of the investigation confirm the existence of a public nuisance, thereby violating the following sections of City Code:

- a. Title 5 Chapter 1; 5-1-4(A) Business, premises and acts.

- b. Title 5 Chapter 1: 5-1-4(L) Vegetation which is a public nuisance.
- c. Title 5 Chapter 1; 5-1-4(N) Public nuisance further defined.
- d. Title 5 Chapter 1; 5-1-4(N)(1) Menace, threat, or hazard.
- e. Title 5 Chapter 1; 5-1-4(N)(2) Unsafe for occupancy.
- f. Title 5 Chapter 1; 5-1-4(N)(3) Lack of sufficient maintenance

The property owner has been properly noticed under the noticing provisions stipulated in Title 5 Chapter 1 of City Code, Title 9 Chapter 2, NRS Chapter 241 and NRS 268. The noticing was completed by the City's legal counsel. CC

Curtis Calder, City Manager, stated that summarized staff's position on this. Legal Counsel representing the City was present.

Lauren Landa, Deputy City Attorney, said the owner, William J. Armstrong, was represented by Bob Wines. His attorney-in-fact was present too, Madison Armstrong. They have presented the City with a Power of Attorney that reflects that William J. Armstrong has a general and durable Power of Attorney from Madison to act as his Attorney-in-Fact. The owner, by and through Mr. Wines, have made the following proposed offer and stipulation to the City in order to potentially resolve this issue for the Councils consideration (Exhibit "D"). The owner would stipulate that this property is a nuisance. The owner would have 60 days from today to find a potential buyer for the property and enter into a purchase and sale agreement or enter into a contract for sale. It may not be closed in the 60 days but there is a buyer and they are working towards closing within that time period. Within 7 days from today, the owner will double chain and lock all of the gates, and remove the awning over the carport to prevent further entry into the property. If a buyer cannot be ascertained within 30 days, the owner will stipulate the City could enter the premises and make an assessment and analysis as to the conditions of the premises and begin its own plan to abate the condition. If the property is sold within the 60 day period, the buyer would have to complete the abatement plan and provide a comprehensive abatement plan to the City no later than 15 days from the close of sale. If the City objects to the buyers abatement plan, the City may bring the matter before Council for approval or modification of the plan. In the event the property is under an acceptable contract within the 60 days, the potential buyer shall abate the nuisance as required by the City but it must be completed within 120 days from today, or in the event the buyer determines the property shall not be demolished then they would have to obtain the appropriate building permits to abate that nuisance by that time. In the event a buyer cannot be ascertained within the 60 day period and the property is not under contract, the City then may enter the property and conduct any abatement process that it deems appropriate and reasonable with its sole discretion, without further notice or authority from the owner. At that point, the owner agrees to waive any and all claims against the City for the City to conduct that procedure, and would waive any and all claims in regards to the entry on the premises, the scope of the abatement, the removal of any personal property which continues to remain on the premises at that time. The parties, her office, and Mr. Wines, have agreed this agreement may not be deemed to be comprehensive enough so they have agreed to enter into a more formal agreement to further clarify the proposal they presented to us. In the event the City must enter the premises, there are also procedures in this proposed stipulation, in order for the City to place a lien on the property and abate the nuisance and go forward that way.

Bob Wines, Attorney, clarified the first 30 days the City cannot go onto the property. Mr. Armstrong would have the ability to obtain a purchaser. That way they can do their due

diligence, go into the house to see if it is worth rebuilding to them, and see if they can enter into a deal with them where they buy the property as is and take it over, and then either rebuild the structure or tear the structure down. For 30 days it is in our ballpark. If we enter into an agreement or get a letter of intent from the buyer that says they can do this but they want to do a bit more due diligence, we provide a copy of that letter of intent or pre-contract to the City. The City is still on hold for another 30 days. If that is not provided to the City then the City can send their inspectors in to see how bad the structural damage is to the interior of the property and start their own determination on whether the place has to be torn down or whether it can be reconstructed for a reasonable value. It can be confusing as to exactly how that works. They are talking to Mr. Ellison to look at the property to make an assessment. There may still be some value in the land after the structure is torn down but they have not done an assessment themselves.

Mayor Keener said he would like to see something a bit more immediate. He asked legal to explain the difficulties of declaring a nuisance and having the City to the demolition.

Tom Coyle, Deputy City Attorney, said the City Code requires that the owner have an initial opportunity to do the abatement. They are required to commence the abatement within 5 days. There is a provision in the City Code that they shall have it abated within 30 days. That is tempered by further language that the abatement shall be done within a reasonable time. Going this process this way probably isn't extending the time. The benefit here is there are timeframes set in stone. They are waiving the contesting of the declaration of a nuisance. A problem for the City in this particular case is we don't have a structural analysis that says the building is a total loss. We will have to go in and do an assessment before we can even determine our own abatement plan. He felt this was reasonable.

Mayor Keener asked what was the best path for the neighbors of the property.

Mr. Coyle said Mr. Wines has offered to take some preliminary steps to secure the property. The Assistant City Manager will be watching over that process. As far as the neighbors go, it won't get to an end point any faster, and the City will have far more exposure, if we take as a contested matter and order a way as opposed to obtaining an agreement with the property owner.

Councilman Schmidlein asked if we condemn it as a nuisance, it would take 180 days. If we go through with what is proposed, it will be 60 days and there will be some action. Potentially within 120 days, they will either be rebuilding or tearing it down.

Mr. Coyle said initially they are going to have the right to propose their own abatement. They go in and make their own analysis. Then they come back to us with their own abatement plan that may include demolition or rebuilding the structure. We have to look at the abatement plan and determine if it is reasonable and if we are going to allow it or modify the plan. Initially it is their bite at the apple.

Mayor Keener asked if any of the neighbors would like to comment for the record.

Molly Keller, 437 Pine, said she spoke in December regarding the first nuisance. When they were reading the proposals, there was a 7-day thing that she didn't quite understand.

Mr. Wines said on the aerial view the little gray area was the garage. The big gray area was the house that doesn't look that way anymore because of the fire. His theory is that transients are jumping in on top of the roof of the garage, climbing across the awning and going onto the roof of the house and then getting into the house. His proposal was to remove the red awning so there is no longer a pathway to the house. The second part of the proposal is the gate is locked but now they will double chain them in an attempt to keep people out. If they do get in, unless they have a ladder they will not be able to get to the roof of the property.

Ms. Keller said she appreciates that they agree the house is a nuisance. She asked that within those 7 days that they are chaining up the fences, she also asked that they remove the noxious weeds and remove the dead trees. They are concerned there will be another fire. When you go in there is a lot of loose wood and wood pallets, and would like for them to remove those fire hazards. She also felt strongly about the garbage bags on the property have all been ripped open and there is trash being spread out throughout the neighborhood. The garbage smells. Could they please clean up all of that garbage? It would mean a lot to the neighbors if they would. If they would be willing to do that in that 7-day window the neighbors would be thrilled. They are concerned about the drug users getting in, the rodents, the noxious weeds and the possibility of another fire.

Mr. Wines said they had planned to do some cleanup but he wasn't sure if it would get accomplished in the 7 days or not. He thought he had someone out there to take care of the weeds already but he would check on that.

Ms. Landa asked if they could add that to the agreement, that they would clean that up within 15 days and keep the house boarded up. It could be placed under A. 1. as a new item b, and move the current item b to c.

Mayor Keener asked if there would continue to be some negotiations between the parties.

Ms. Landa said this is the basics of the agreement. The proposal came in today and this was as quick as they could draft up the agreement. If the City needs a more formal agreement, the basic terms would stay the same, and include the terms we like to include in terms of waivers and release, we would bring that back to Council. The timeline and all that would stay the same and it would start today.

Lillian Seacrest, 390 Juniper, asked if Mr. Wines acquires this with stipulations of when things be done, will he have time limits of when he owns it for cleaning it up.

Ms. Landa said the buyer will be subject to the timeline included in this stipulation. She didn't believe that Mr. Wines was interested in buying the property.

Mayor Keener closed the public comment period. He felt this was the best path forward for all parties.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the agreement presented to Council, with a change that we insert a new b, to insert that within 15 days the trust or William, the owner needs to remove the weeds, trash, any**

and all combustibles, including the wood pallets, and maintain the house in a boarded up condition. The current b will move to c.

The motion passed unanimously. (5-0)

Molly Keller, 437 Pine, asked is it still declared a nuisance.

Councilwoman Simons said that was outlined in the agreement.

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to accept a petition for the vacation of approximately 1,979 square feet of the easterly portion of the terminus of Front Street, south of South 5th Street, adjacent to APN 001-422-002, filed by Ellison Properties and processed as Vacation No. 12-19, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is currently working on a proposed development of the property and is asking for a vacation of the excess right-of-way for additional parking, access and landscaping. CL

Cathy Laughlin, City Planner, explained the vacation request and recommended approval. The applicant was present to answer questions.

Mayor Keener said it is a funky access remnant. They are making a terrific development on the property. It will help revitalize the retail area there. He called for public comments without a response.

**** A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to accept the petition for vacation and direct staff to commence the vacation process by referring the matter to the Planning Commission.**

The motion passed unanimously. (5-0)

- B. Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Lori Ayala, DBA Cowboys Bar, located at 442 Idaho Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Reed explained the applicant has completed the necessary steps and he recommended approval for the regular license. She was present to answer questions.

Councilman Schmidtlein explained to the applicant, Lori Ayala, it is very important that you understand the liquor code. In the past, there have been a lot of issues in the downtown area. This is a privilege license. The Police Chief has the right within the first 6 months to revoke your license if he feels it necessary. The more cooperative you are with law enforcement, the better your business will run. If something comes back to this Council, it will not be good. He wished them luck.

Ms. Ayala said she understood there had been some issues. There is a new camera system in there. She has been working with law enforcement officers and has no problem with that. She is still learning about the liquor code. They will be fixing up the exterior by taking advantage of the storefront grant. She owns other businesses in town and they are doing all that they can to change what goes on in that bar.

Mayor Keener said he was glad to hear that because that bar has been the go-to place for the last call for everyone. He repeated there is a 6-month probationary period for the liquor license. The license can be pulled at the Police Chief's discretion. He was sure they will do a good job at operating the business.

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmittlein, to ratify the Police Chief issuing a 30-day temporary retail liquor license and issue a Regular Retail Liquor License, to Lori Ayala, dba Cowboys Bar, located at 442 Idaho Street, Elko, Nevada.**

The motion passed unanimously. (5-0)

- C. Consideration of a request from Ms. Kim Boschetto, Accounts Payable Manager at Jacobs Entertainment, Inc., to forgive fees assessed for the delayed remittance of Transient Lodging Taxes for the Hampton Inn, and matters related thereto.
FOR POSSIBLE ACTION

A copy of the email from Kim Boschetto has been included in the agenda packet for review. CC

Bob Thibault, Civil Engineer, called Kim Boschetto on the conference phone.

Curtis Calder, City Manager, explained we get these requests from time to time. When the Room Tax doesn't come in there are late fees associated with it. In this instance, Ms. Boschetto has requested forgiveness of those fees due to late mail.

Kim Boschetto, Accounts Payable Manager Jacobs Entertainment, Inc., said she has been following along with the meeting online. They made their payment along with an additional payment to the City of Elko for their utility bill, using the same check run and one check number apart. The utility bill payment was received on time but the transient tax never arrived. She provided some documentation from Wells Fargo that shows they alert the bank of the checks that are out for payment. All other checks sent on the same run have been received and posted. They now pay by wire each month to avoid this happening in the future. She can't prove she walked that payment out to the mailbox but all other checks on the same run posted.

Mayor Keener asked if the payment was mailed in the same envelope.

Ms. Boschetto answered they were in separate envelopes.

Mayor Keener asked when was the last time one of these came up.

Mr. Calder answered maybe more than a year ago. We have assessed late fees for others over the course of time, but as far as an appeal, it has been over a year.

Kelly Wooldridge, City Clerk, said she has provided Council with the code that states when late fees are assessed. The Business License Technician has let her know that Council has never forgiven late fees. We haven't received their late payment yet because we told them to hold off until this was resolved.

Mr. Calder said there was a code change in 2018, but each case is judged on its own merits. They provided evidence to support their claim that they made a good faith effort to mail the payment to us.

Councilwoman Simons said things have gotten lost in the mail before and felt they had a good argument with the evidence presented.

Mayor Keener said he is inclined to support waiving the fees in this case.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to waive the late fee to Jacobs Entertainment that was assessed in the amount of \$3,787.45 for transient lodging.**

The motion passed unanimously. (5-0)

Councilwoman Simons left at 6:53 p.m.

VIII. REPORTS

A. Mayor and City Council

Mayor Keener will be out of town Wednesday through Friday. He congratulated Ty Trouten.

Councilman Stone said ECVA met this morning regarding the Festival of Trees and who will receive the money. That will be announced soon.

B. City Manager

Curtis Calder reported they canceled the November 1st ribbon cutting for the Sports Complex. He already spoke to Pennington Foundation regarding that. We will plan on a spring ribbon cutting. November 1st, we have Chief Reed's going away party at the museum. Please RSVP with Kim. We are in the final stages of hiring a Financial Services Manager. Jan Baum will be starting November 4th. They are in the final stages of the IT Director recruitment. They have done one round of interviews and hope to have that position filled mid to late November.

C. Assistant City Manager

D. Utilities Director

Dale Johnson reported Well 24 went down (total electrical failure) and they will be fixing it under emergency repairs. That is the only well on the south side of town and it feeds the Lamoille Tank. Hopefully, it costs less than \$50,000 to repair. He attended the hearing for the Pershing County Water Conservation District. Yesterday was the motion to intervene. It was granted. The judge also ruled that all waters in the Humboldt Basin need to be notified of the proceedings so they all have the chance to be in the case and intervene in it.

E. Public Works

F. Airport Manager

Jim Foster said they are finishing up the painting for AIP 50. They will be shutting down the project until the spring when they will come back and finish. Mountain West Aviation, this weekend, is hosting a Young Eagles Event through the Experimental Aircraft Association. There isn't a chapter in this area but a chapter from Idaho will come down and host the event. There are about 40 kids signed up right now.

G. City Attorney

H. Fire Chief

Mayor Keener said he received an email from Cathy Laughlin regarding the UP demolition. Originally, they thought they would get the burned up building torn down for sure but Union Pacific will be tearing out eight buildings along Commercial Street.

Chief Griego said there was a small brush fire off Bluffs and across from Kelly Court. It didn't impact the houses nearby. It looks like it was a human caused fire but they will be investigating it.

I. Police Chief

Chief Reed clarified, regarding police encounters with homeless, code requires the first contact be a warning and the second contact there is formal action. Formal action was taken during the second contact and they were cited for illegal camping. The promotion ceremony for Ty Trouten and some other officer is scheduled for Thursday at 3pm. With him leaving the Police Department will be down five sworn officers. The next academy date is January. They have three candidates in background right now.

J. City Clerk

K. City Planner

Cathy Laughlin reported the CEDS meeting was a good workshop. There will be another workshop November 14th in Ely. They created a vision, goals and objectives, and strategies. Mayor Keener has an NNRDA meeting that he cannot attend. He asked Ms. Laughlin to attend in his place.

L. Development Manager

Michele Rambo reported that Cathy Laughlin and she spent part of last week in Sparks for the Annual Planning Association Conference. She felt they could use some of the information presented at the conference here in Elko.

M. Parks and Recreation Director

Mayor Keener stated he was at the Parks and Rec meeting last Thursday during the discussion of the Dog Park. James Wiley said the Trunk or Treat and the Pumpkin Bob are this weekend. There is a lot of work at the Snobowl. It is time for their annual inspections and there are some minor repairs that are being taken care of. There is about 150 head of goats at the Snobowl for weed abatement in undeveloped areas. Winterization at the parks and golf course is wrapping up. There is a busy schedule at the Sports Complex to finish up for the season. The fields will not be ready for play in the spring but he hopes to have them seeded and ready for a youth tournament around Father's Day.

N. Civil Engineer

Bob Thibault showed a pic of the Sports Complex lit up at night. The lighting is directed at the fields and should not bother the residents in the area. Granite Construction has substantially completed the projects. Lamoille Fencing is still finishing up their project. YESCO is in the process of completing the sign.

O. Building Official

Jeff Ford reported the hotel is still shooting for the 31ST and they could make that deadline. There is a Thursday walk-through for Komatsu for the first two phases. Mayor Keener asked about the new gravel pit out at the Trail Center. Mr. Ford said that is the new paving batch plant for NDOT.

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

There were no public comments.

There being no further business, Mayor Reece Keener adjourned the meeting.

Mayor Reece Keener

Kelly Wooldridge, City Clerk

A G R E E M E N T

BETWEEN

CITY OF ELKO

AND THE ELKO POLICE OFFICERS PROTECTIVE NEVADA ASSOCIATION

OF PUBLIC SAFETY OFFICER

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 9110

SERGEANTS UNIT

JULY 1, ~~2017~~2019 THROUGH JUNE 30, ~~2019~~2022

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ARTICLE 1

PREAMBLE

This Agreement is entered into between the City of Elko, Elko, Nevada, hereinafter referred to as the "City" and the Elko Police Officers Protective Association, **NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 9110** hereinafter referred to as the "Association". Members of the bargaining unit, employed by the City are covered by this Agreement and are hereinafter referred to as "employees".

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

It is recognized by both the City and Association and the employees that the City is engaged in rendering public services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services.

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

ARTICLE 2

RECOGNITION AND APPLICATION

- A. The City and the Association recognize that Nevada Revised Statutes ("NRS") §288.140(3) provides that a law enforcement officer may be a member of an employee organization only if such employee organization is composed exclusively of law enforcement officers.
- B. The City and the Association recognize that NRS §288.170.3 provides that a head of a department of a local government, an administrative employee or a supervisory employee must not be a member of the same bargaining unit as the employees under the direction of that department head, administrative employee or supervisory employee. Pursuant to NRS §288.170.6(b) a "supervisory employee" means a supervisory employee described in paragraph (a) of subsection 1 of NRS §288.075.
- C. Accordingly, the City for purposes of this Agreement only recognizes the Association as the collective bargaining agent to negotiate over those mandatory subjects of bargaining, as defined in NRS 288.150(2), set forth in this Agreement for those employees employed in the bargaining unit, regardless of assignment, consisting of the Sergeant_classification.÷

ARTICLE 3

STRIKES AND LOCKOUTS

- A. The Association and the employees covered by this Agreement will not directly or indirectly promote, sponsor, engage in, participate in or against the City, any strike as defined in NRS 288.070 including, but not limited to, a sympathy strike, slow down, interruption of operation, stoppage of work, absence from work upon any pretext or excuse not founded in fact, or any other interruption of the City, regardless of the reason for so doing. Further, the Association will use its best efforts to require all employees covered by this Agreement to comply with this pledge.
- B. The City will not lock out any employees covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 4

MANAGEMENT RIGHTS

A. The City and the Association agree that the City possesses the sole right to operate the City and all management rights remain with the City. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the City and therefore not within the scope of mandatory bargaining. It is expressly recognized that these rights include but are not limited to:

1. The right to hire, direct, assign or transfer an employee; provided, that except as set forth in this Agreement, this right to assign or transfer an employee shall not be exercised as a form of discipline.
2. The right to reduce in force or lay off any employee because of lack of work, lack of funds, or for any other legitimate reason; provided however that such right shall be exercised consistent with Article 30, "Lay Off Procedure" of this Agreement.
3. The right to determine:
 - (a) Appropriate staffing levels and work performance standards, except for safety standards, which are unsafe or unhealthy beyond the normal hazards inherent in the positions covered by this agreement;
 - (b) The content of the workday, including without

limitation, workload factors, except for safety considerations which are unsafe or unhealthy beyond the normal hazards inherent in the positions covered by this agreement;

(c) The quality and quantity of services to be offered to the public; and

(d) The means and methods of offering those services.

4. The right to determine the safety of the public.

B. The scope of mandatory bargaining is limited to:

1. Salary or wage rates or other forms of direct monetary compensation.
2. Sick leave.
3. Vacation leave.
4. Holidays.
5. Other paid or nonpaid leaves of absence.
6. Insurance benefits.
7. Total hours of work required of an employee on each workday or workweek.
8. Total number of days' work required of an employee in a work year.
9. Discharge and disciplinary procedures.
10. Recognition clause.
11. The method used to classify employees in the bargaining unit.
12. Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of Chapter 288 of NRS.
13. No strike provisions consistent with the provisions of

Chapter 288 of NRS.

14. Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of this Agreement.
15. General savings clause.
16. Duration of the Agreement.
17. Safety of the employee.
18. Procedures for reduction in work force.
19. Association dues deduction.
20. Any amendments to those items in Chapter 288 of NRS.

C. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288.010 et seq., the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

D. The provisions of NRS 288.010, et seq. including without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 5

HOURS OF WORK

- A. The regular workday shall consist of scheduled work hours per day and the regular pay cycle shall consist of not more than eighty-four (84) hours per pay period. The workweek shall commence at 0001 Sunday and end 2359 Saturday. Except as provided in paragraph B., below, employees who work in excess of their scheduled work hours per day or eighty four (84) hours per pay period shall be paid one and one-half (1½) times their straight-time hourly rate for all hours so worked. For the purposes of overtime (1½ time) calculations, "straight-time hourly rate" shall include Shift Differential and Special Assignment Pay.
- B. Unless otherwise determined by the City in good faith, the work schedules for Patrol Sergeants shall be twelve (12) hour days, not including alternative work schedules already in place, or designated transitional duty assignments. Employees who are assigned to such work schedule and who work in excess of their scheduled work hours per day or per ~~ten (10)~~ seven (7) day work cycle shall be paid one and one-half (1½) times their straight-time hourly rate for all hours so worked. For the purposes of overtime (1½ time) calculations, "straight-time hourly rate" shall include Shift Differential and Special Assignment Pay. The City and the Association agree that the City may claim a "7(K)" (29 USC Section 207(K)) partial overtime exemption pursuant to the Fair Labor Standards Act (FLSA). Therefore, effective July 1, 2014, the City's designated work period for the purposes of calculating FLSA Overtime shall be 168 hours in a twenty-eight (28) day period. The adoption

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

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

2. If transitional duty is available, and it is approved, the schedule shall be five (5) days on duty followed by two (2) days off duty. Lunch will not be paid for transitional duty positions. Unless otherwise agreed upon, employees on transitional duty shall have weekends and holidays off. Transitional duty is typically assigned 0800-1700 with an unpaid lunch. Previous work schedule is not in place while on non-work related transitional duty. Compensatory time or annual leave may be converted at employee discretion, to reach 84 hour schedule, for those employees working 84 hour schedule.

- C. Unless otherwise determined by the City in good faith, the work schedules for Detective Sergeants, shall be four (4) 10 hour work days. The workweek shall commence at 00.01 on the first scheduled workday and end 23.59 on the seventh day. Detective Sergeants who are required to work on a scheduled holiday will receive 1½ times the base hourly rate of pay for all hours worked plus their scheduled work hours. Detective Sergeants who are on their scheduled day off on a holiday will receive another paid day off for that holiday in succession with the regular scheduled days off.
- D. Those officers assigned to special assignment duties as (i.e. ECNU, SRO, ~~SET Team~~), may work hours other than those of patrol or

detectives upon the needs of that specialty assignment. The commanders of those units are allowed the latitude to "flex" hours as needed not to exceed 40 hours per week or 80 hours pay period while allowing officers to work four (4) 10-hour days or five (5) 8-hour days; as well as varying the hours during the day to be worked (i.e. days, swing, graves, or a combination of shift hours during the course of a continuous 8-hour day). Requests for "flexes" outside of the above described flexible scheduling of any shift for any officer within the same pay period, may be granted upon approval of the employee's ~~supervising Sergeant~~ supervisor, in addition to a written document signed by all involved officers of the "flex" schedule being adopted.

- E. Modifications to the work schedule will be discussed with the Association, prior to implementing the change.
- F. With the consent of the employee, the Police Chief or his designee may alter the work schedules and shifts of employees to accommodate multi-day training seminars. During the training seminars, employees may be assigned to work shifts which are consistent with the class times for the seminars. Training time shall only be considered as compensable hours of work if it is required by the City and mandated as compensable under the Fair Labor Standards Act and its related regulations. An Employee's compensation shall not be reduced as a result of his or her participation in training, even if the hours worked during the 28-day work period are less than the employee's regularly scheduled hours during the work period.
- G. Any hours of work or training officially ordered in excess of the employee's basic work period shall constitute overtime and shall be

paid on a time-and-one-half basis.

~~H. Scheduled training shall not trigger eligibility for overtime or premium pay unless the time actually worked on the changed schedule creates overtime eligibility under the provisions of FLSA.~~

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

ARTICLE 6

NON-DISCRIMINATION

- A. The City and the Association will continue their policy not to interfere with, or discriminate against, any employee because of membership or non-membership in the Association, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 et seq.
- B. The Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- C. The provisions of the Agreement shall be applied to all employees in the bargaining unit without any discrimination consistent with federal and Nevada law as to age, sex, sexual orientation, marital status, race, color, religion, national origin. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.
- D. The use of the masculine pronoun with respect to employees shall refer to both male and female employees.

ARTICLE 7

ANNUAL LEAVE

- A. Definitions: The term "Continuous Service" shall be that service commencing with appointment to a position with the City and continuing until resignation or termination. The term "Actual Service" shall mean the number of days actually worked on the job; provided however, that employees absent from work because of sickness for which sick leave is paid, annual leave with pay, schedule adjustment due to training and/or shift changes, injury or illness incurred in the City service or temporary military duty shall be deemed actual service. The term "day" is defined as the number of hours a represented employee normally is assigned to work on a regularly scheduled workday.
- B. Qualifying Period: New hire probationary employees shall not accrue annual leave until after s/he has been employed six (6) full months of continuous regular employment. At the completion of six (6) full months of continuous service, an employee will be credited with 8463 hours annual leave. Time off within the first six months is without pay.
- C. A regular, full time employee will be granted annual leave benefits as follows:
- From 7-60 months continuous service: 10.5 14 hours per month of actual service to a maximum accumulation of 168 252 hours.
- 61 - 180 months continuous service: 14.7 16 hours per month of actual service to a maximum accumulation of 252 294 hours.
- 181 or more months continuous service: 14.7 17 hours per month of actual service to a maximum accumulation of 294 320 hours.
- D. Annual leave may not be accumulated above the maximum. ~~Seasonal,~~

~~part-time or intermittent employees are ineligible for annual leave benefits.~~

Employees with scheduled annual leave who are unable to take their leave due to cancellation by the Police Chief, because of scheduling needs or due to a subpoena to testify in court shall be entitled to straight time pay or compensatory time, at the employee's discretion, equal to the amount of annual leave which would be lost because of the maximum accumulation of leave set forth herein. Employees requesting such compensation shall make an application therefore within ten (10) days of the canceled annual leave to the Police Chief.

- E. Approval of Annual Leave: Choice of annual leave dates shall be granted whenever practical, but the operation requirements of the City as determined by the Police Chief, shall prevail. Except as provided above, when more than one employee, on the same day, requests the same vacation schedule than can be spared, preference will be granted based on seniority in classification. If an employee is requesting to take two (2) consecutive days or less, of annual leave, s/he must submit written notice of the annual leave request prior to the start of the scheduled shift s/he intends to use annual leave for, and prior approval must be granted by the immediate supervisor. In the event the employee is not able to submit a written request prior to the start of the intended missed shift, a verbal request may be accepted upon approval of the immediate supervisor, followed by documentation of leave dates and granted approval. If an employee is requesting to take more than two (2) consecutive days of annual leave, the written request ~~shall~~ should be submitted no later than seven (7) consecutive calendar days before the employee wishes to take the vacation time.

- F. Resignation and/or Retirement: A person who retires under the provisions of the State Retirement Act or who is to be laid off or terminates his employment and who has accumulated annual leave, shall be granted a lump sum payment less appropriate deductions for annual leave for the time so earned not to exceed the maximum accruable for his years of actual service.
- G. Death of Employee: Upon the death of a person employed by the City, a lump sum payment for annual leave and accumulated compensatory time, less appropriate deductions and to the maximum accruable time, will be paid to the employee's beneficiaries or estate, upon receipt of proof of death from the beneficiary(ies).

ARTICLE 8

LEAVE FOR WORK RELATED INJURY

Absence due to employment-connected temporary disability:

- A. The following shall define this article regarding sick leave in conjunction with the City's worker's compensation carrier. All City employees are covered under worker's compensation for injuries incurred while on duty.
- B. Employees suffering on-the-job injuries, where the potential for a worker's compensation claim exists, must file a C-1 claim form within six (6) days of such accident. This is in addition to any other form required as a result of such injury. The employee will be solely responsible to complete the required form, except for incapacity; then the department head shall be responsible. Failure to complete this form within six (6) days of the injury may jeopardize said claim.
- C. All employees shall immediately report to their supervisor any injury sustained by them or by others as a result of performance of their duties as a City employee.
- D. In the event an employee's worker's compensation claim is accepted and s/he remains absent due to a non-self-inflicted employment related injury or disability which is not a result of negligence on the part of the injured officer, the employee shall remain in a full pay status for a maximum of sixty-two (62) shifts (per incident) from the date of injury without accumulated sick leave and or annual leave being charged. If the injury is from the use of a deadly weapon, the employee shall remain in full pay status for a maximum of one hundred twenty five (125) shifts (per incident) from the date of injury without the accumulated sick leave and/or annual leave being charged. All compensation received from the

worker's compensation carrier shall be turned over to the city finance office upon receipt. A deadly weapon is defined as any instrument used in a manner which is likely to cause death or serious bodily injury.

- E. In the event an employee is absent due to any other type of employment related injury or disability, the employee may use accumulated sick leave and annual leave or comp time to draw full pay while absent from work. Such payments from the City shall not extend beyond an employee's accumulated sick leave and annual leave. If the injured employee receives compensation from the worker's compensation carrier, s/he shall turn over to the City the compensation received, while simultaneously receiving sick leave or annual leave benefits from the City. After the employee exhausts his accrued sick and annual leave, said employee will retain any further worker's compensation benefits. The employee's sick leave and annual leave will be deducted at one-third times while receiving both City and workers compensation benefits. If worker's compensation benefits are rejected, accrued sick leave, annual leave or comp time will be deducted at straight time.
- F. If as a result of a licensed health care provider's evaluation and prognosis, it appears that the employee will not be able to return to work in their regular job, the city may require a medical separation. The city may also, at its discretion, place the employee in another open position within the city that the employee qualifies for.
- G. In the event that the City establishes through an appropriate investigation that an employee is abusing the provisions of this section, the employee will be subject to discipline up to and including termination.
- H. Nothing in this Article shall prohibit the City from placing an injured employee on transitional duty when it is appropriate. Employees who

desire transitional duty must make a request to the Police Chief. A letter requesting transitional duty must be submitted and approved by the Police Chief prior to the first day of transitional duty worked.

- I. If transitional duty is available and it is approved, the schedule shall be five (5) days on duty followed by two (2) days off duty, with weekends and holidays off, unless otherwise agreed upon. Lunch will not be paid for transitional duty positions. ~~Unless otherwise agreed upon, Employees on transitional duty shall have weekends and holidays off.~~ Transitional duty is typically assigned 0800-1700 with an unpaid lunch. No employee on an 84 hour schedule, assigned to transitional duty for a work related injury, will lose their 84 hour base pay.

ARTICLE 9

RETIREMENT

- A. The retirement rights of the employees shall be the same as those provided by Chapter 286 of the Nevada Revised Statutes ("Public Employees' Retirement Act"). This Agreement shall be interpreted consistent with the provisions and requirements of the Public Employees' Retirement Act. In the event of any inconsistency, the terms of the Public Employees' Retirement Act shall govern.
- B. Pursuant to the Public Employees' Retirement Act, the Public Employees' Retirement System ("PERS"), by and through its board, arranges for actuarial valuations and reports on the soundness of the system and establishes the required contribution rate.
- C. Pursuant to NRS 286.421.3, employees' salaries must be adjusted to reflect employees' portion of the contributions by either reducing employees' salary, or in lieu of an equivalent salary or cost-of-living increase. The City of Elko and City employees are each responsible for equal dollar amounts of the contributions.
- D. If the contribution rate increases or decreases in the future, employees' salaries shall be adjusted as required pursuant to NRS 286.421.3. If the contribution rate decreases, then the employees' salaries shall be increased by their one-half share of the contribution decrease. If the contribution rate increases, then employees' salaries shall be reduced by the employees' one-half share of the contribution increase.
- E. An employee about to retire is required to provide the City a minimum of 90 calendar days advance written notice in order to allow the City sufficient lead time in hiring a successor. Exceptions

may be granted upon written request by the retiring employee through the Police Chief to the City Manager.

ARTICLE 10

PAY RESOLUTIONS

- A. Pay Periods: The pay periods and dates of payment shall be established by the City.
- B. Initial Appointment: Sergeants will be appointed and/or promoted at the probationary rates outlined in Exhibit A, as may be adjusted in accordance with Article 25.
- C. Promotions: When an employee is promoted to the position of Sergeant, s/he shall ~~receive four (4) percent less than the full salary of classification~~ be compensated at the Probationary Rate (Step 1) as defined in Exhibit A. Upon satisfactory completion of six (6) full months of the twelve (12) month probationary period, s/he shall receive the ~~full rate~~ next step for the classification. However, the employee shall be subject to the full twelve (12) month probationary period.
- D. Demotions: When an employee is demoted to a lower position class, the pay rate shall be the highest rate for that classification. The Police Chief, with the approval of the City Manager, may demote an employee to a lesser-paid salary classification upon failure of the employee to maintain a standard of work set forth in the job classification description. The employee may again be raised by the Police Chief, with the approval of the City Manager, to a salary not to exceed that from which he/she was reduced.
- E. Full Time Service: For the purpose of determining eligibility for probationary period salary increases, promotion and accrual of benefits, the term "full-time service" shall mean the number of days actually worked on the job, including absences with

pay. Leaves of absence without pay, ~~including military leave to the extent permitted by applicable federal and/or Nevada law,~~ shall not be credited as full time. Military leave of absence will be administered pursuant to Federal and/or Nevada law pursuant to (NRS 284.359).

- F. Compensatory Time: Compensatory time will not exceed 90 hours. In the event that scheduling of annual leave and compensatory leave create inadequate manning, annual leave requests will take precedence. Employees shall be allowed to schedule times of their choice whenever practicable, provided the manpower needs of the department can be met as determined by the Police Chief or his designee.
- G. Compensatory Time Cash-out: An employee may cash out up to 40 hours of compensatory time on the second pay period in December and the second pay period in June. The compensatory time will be paid out at the employee's regular hourly rate of pay.

ARTICLE 11

PERFORMANCE EVALUATIONS AND PROBATIONARY EMPLOYEES

- A. Performance evaluations will be conducted for newly hired employees every month upon successful completion of the Field Training Program, during the first twelve months of employment. Employees participating in the Field Training Program will receive Daily Observation Reports to evaluate their performance. Performance evaluations for all other employees are conducted on the employee's anniversary date.
- B. Employees promoted into the classification of Sergeant, shall serve a twelve (12) month probationary period. Performance evaluations will be conducted for newly promoted Sergeants every three (3) months, until completion of probation, and annually thereafter. A salary increase in the amount to equal the full rate for the position of ~~Sergeant~~ where applicable shall be granted to employees promoted into the classification of Sergeant after six (6) months full-time service in the position. The probationary period for newly hired employees will commence from the date of hire, and will be for twelve (12) months. The probationary period for new hires may be extended up to a period of six (6) months, based on the recommendation of the Police Chief or his designee. ~~Upon successful completion of the POST Academy, and the successful completion of the FTO Program, the probationary employee shall be granted a salary increase to equal the full rate of his/her position~~
- C. ~~Lateral Pay: An employee who is hired with two (2) through up to five (5) years of current non-federal, POST certified law enforcement experience, shall start at Patrol II and be granted~~

~~service credit for future advancement pursuant to Article 34. An employee who is hired with five (5) or more years of current non-federal, POST certified law enforcement experience, shall start at Patrol III and be granted service credit for future advancement pursuant to Article 34.~~

C. Effective July 1, 2019, a pay for performance system has been adopted.

Dependent upon annual performance appraisal cumulative scoring average, Step increases will be determined according to the following:

1. A cumulative average 3.8 or higher, and no individual rating category score below Proficient (3) - potential for a 2 step increase in pay within grade, dependent upon approval by the Police Chief.

2. A cumulative average of 3.0-3.79 - Sergeant is eligible for a 1 step increase in pay within grade.

3. A cumulative average of 2.99 or below - Sergeant is not eligible for step increase. No merit pay increase will be awarded for a cumulative average of less than "Proficient" rating.

ARTICLE 12

ASSIGNMENT TO HIGHER CLASSIFICATION

- A. A Sergeant temporarily assigned to work in a higher classification outside of the contract, as acting Lieutenant, shall receive an additional ten (10) percent of his/her current rate of pay for each full shift worked.
- B. Employees shall not be removed from a temporary assignment for the purpose of avoiding payment of the above premium.

ARTICLE 13

PHYSICAL EXAMS

- A. The City will pay for the physical exams required by ~~N.R.S.~~NRS 617.457 or any other Nevada State law. The City will designate the physician(s) with whom employees are to schedule said annual physicals, consistent with the "Preferred Provider" agreement of the City's current insurance carrier. Should the City not specify the physician (s), the employee shall select the physician of his/her choice.
- B. Physical examinations shall be done annually in accordance with all Nevada laws. The examinations shall be scheduled by the ~~Police~~ Chief.
- C. Physical examinations shall include those tests, which are in accordance with Nevada law and current accepted medical standards. Physical examinations shall be complete, irrespective of employee gender and shall include those tests, which are medically indicated, and routine for each gender.
- D. When there is a question of fitness for duty as a result of a required annual physical, the city shall pay for one additional diagnostic test deemed necessary by the physician to confirm or dispel a fitness for duty issue indicated as a result of an employee's annual physical exam. The City shall not pay for any additional testing for diagnosis or treatment of any health problem as a result of the physical.

ARTICLE 14

SAFETY PROCEDURE

AND SAFETY EQUIPMENT AND CLOTHING

- A. It is in the best interests of the Association, the employees covered by this Agreement, and the City that suggestions for improving and encouraging safety in police department operations be seriously considered. In this context, the Association ~~shall~~ may appoint a Safety Committee which may submit safety recommendations to the Police Chief and City Manager. Upon receipt of the Association's recommendation and/or report, the Police Chief and the City Manager will within ten (10) calendar days acknowledge receipt of the report/recommendation and shall respond in writing within thirty (30) calendar days to the Association addressing those matters contained in the Association's recommendation and/or report.
- B. All equipment shall meet the requirements provided by Nevada or federal OSHA.
- C. The City shall provide, for each employee covered by this Agreement, the following items:
1. Portable hand held radio and provide maintenance for such radio at no cost to the employee.
 2. Portable hand held radio microphones.
- NOTE: It is understood between the parties that this provision is not retroactive.
3. Bullet proof vest made by a name brand manufacturer.
 4. Bullet proof vest will be replaced according to the manufacturers recommendation and will conform to all NIJ

specifications.

5. Ballistic Helmet, made by reputable brand manufacturer,
which meets NIJ-IIIA certification.

ARTICLE 15

CALL OUT TIME

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

ARTICLE 16

SAVINGS CLAUSE

- A. This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations, except as provided in paragraph B below, during the term of this Agreement. The City 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 so desires.
- B. Should any provisions of this Agreement be found to be in contravention of any Federal or State Law, or the Elko City Charter, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect until otherwise canceled or amended. The parties hereto agree to renegotiate any provision found to be in contravention of any Federal or State Law, or Elko City Charter.

ARTICLE 17

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 1st day of July, ~~2017~~2019, and shall remain in full force and effect until June 30, ~~2019~~2022. Except as otherwise provided in NRS 288.155, this Agreement shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1st of any year thereafter that it desires to modify and/or terminate the Agreement.
- B. Either party wishing to modify and/or terminate this Agreement shall notify the other party, in writing on or before February 1, ~~2019~~2022.

ARTICLE 18

GRIEVANCE PROCEDURE

A. **POLICY:** The procedure set forth below shall be followed in respect to any suspension without pay, demotion, reduction in pay for disciplinary proposes, or disciplinary termination of a regular employee covered by this Agreement or dispute between the City and the Association over the interpretation or application of a specific aspect of this Agreement. It is agreed that the City has the right to discipline or discharge employees for just cause. ~~Probationary employees may be discharged during the probationary period as exclusively determined by management.~~ Employees serving a probationary period as a result of a promotion can be demoted to the prior-held position at the exclusive discretion of management and are not subject to this grievance procedure.

~~1.~~ Employees shall be notified within thirty (30) days of any internal affairs investigation. The City is responsible for completing the investigation in a timely manner.

B. **DISCIPLINE GRIEVANCE PROCEDURE:** The procedures set forth in Section B shall be applicable to all disciplinary grievances subject to grievance under the policy statement above.

1. All material in an employee's file must be dated and signed by the source of the material.

2. No anonymous letters or materials shall be placed in the employee's personnel file. Employees may make arrangements with the Human Resources Manager to view their files between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

3. The City in arbitration proceedings will not make use of any personnel records or previous disciplinary action against the employee involved where the disciplinary action occurred three (3) or more years prior to the event which is the subject of such arbitration.
4. An oral reprimand shall be documented on the City of Elko Oral Disciplinary Action Form (Exhibit G), and be placed in an employee's personnel file and shall be invalidated and removed after twelve (12) consecutive months from the date of issuance. Invalidated Oral Disciplinary Reprimands may not be used in future disciplinary actions.
5. No regular employee shall be discharged except for just cause, which can be subject to the grievance procedure. It is understood by and between the City and the Association that this Article does not affect the City's right to eliminate positions because of layoffs or reduction in force.
6. **Written Notice.** Written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Such notice shall include a statement of the reason(s) for the intended action, the intended actions being considered, and the effective date of the intended action.
7. **Employee Review.** The Employee shall be given an opportunity to review the documents, if any, upon which the intended disciplinary action is based. A copy of said documents shall be given the employee with the notice of the intended

disciplinary actions.

Step 1: A. **Employee Response.** Within Fifteen (15) working days after notice of the intended action has been given to the employee, either through personal delivery or mailing as provided here above, the employee shall have the right to respond, orally or in writing, to the Police official initially imposing the intended action. A copy of such response shall also be delivered to the Police Chief, or designee.

~~—~~B. **Relief of Duty.** Notwithstanding the provisions of this Article, the Police Chief, or designee, for good cause may approve the temporary assignment of an employee to a status of leave with pay pending completion of such investigation(s) as may be required to determine if disciplinary action is to be taken.

Step 2: A. **City Response.** After review of the employee's response, if any, the Police official initially imposing the intended disciplinary action and/or the Police Chief, or designee, shall notify the employee in writing of any action to be taken within fifteen (15) working days.

Step 3: A. **Appeal.** Regular employees may appeal disciplinary actions, including suspensions without pay of any duration. If the employee wishes to appeal the disciplinary action, s/he shall file a written request with the Police Chief, or designee, within ten (10) working days of the imposition of the discipline. The

appeal shall be heard by an arbitrator who shall issue a final and binding decision within thirty (30) days from the close of the hearing. The arbitrator shall be selected from a list from the American Arbitration Association of seven (7) arbitrators, each party striking names alternately until one name remains, with the Association striking the first name. The employee may have persons of his/her choice to represent him/her at the hearing in accordance with Nevada law, including, but not limited to NRS 289.

B. The arbitrator shall have no authority to add to, subtract from or modify this Agreement; or to hear, rule or make an award on any matter except while this Agreement is in full force and effect, unless the matter arose during the term of the Agreement. The arbitrator shall make a decision based upon the facts presented.

C. The arbitrator's fees and expenses shall be paid by the losing party, who shall be declared in the arbitrator's decision. The expenses, wages and other compensation of any witness shall be borne by the party calling said witness. Other expenses, such as professional services, shall be borne by the party on whose behalf such expenses were incurred. A party requesting the use of a court reporter shall pay all fees and costs associated therewith; however, if the other party requests a copy of the product transcript, all such fees and costs shall be shared equally.

D. Grievances, responses, and required steps thereof

not filed or submitted or taken within the time limits set forth herein shall be invalid, unless the time limits are extended by mutual agreement.

C. **CONTRACT GRIEVANCE PROCEDURE:** The procedures set forth in Section C shall be applicable to all contract grievances subject to grievance under the policy statement above.

1. Any computations of time requirements set forth in this article which refer to "working day" shall be computed on the basis of a five (5) day work week, Monday through Friday, excluding holidays.

2. Grievances not filed or submitted within the time limits set forth below shall be rendered invalid and not subject to this grievance process. However, the time limits specified below may be extended by mutual agreement of the parties.

3. Should the City personnel fail to answer the grievance in the time limits established, the matter will automatically go to the first possible City Council meeting.

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

5. An Association Grievance Committee shall be established consisting of three members. Such Committee shall be selected in a manner to be determined by the Association membership. The purpose of the Association Grievance Committee is to aid the Association and employee in the resolution of the grievances or to

determine whether to pursue the matter through the grievance procedure. The Association shall furnish the City with the names of the Grievance Committee members on or before July 1st of each year, and any changes to the Committee as they may occur.

—6. In the event the City schedules a grievance meeting while members of the grievance committee or the aggrieved is on shift, the City shall grant time off with pay for those employees affected.

—7. All grievances must be filed in writing with the Association Grievance Committee within fourteen (14) calendar days after the matter in dispute or disagreement is alleged to have occurred.

8. Nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Police Chief or his designee to resolve the problem informally.

STEP 1: The Association grievance committee, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the matter will be deemed settled.

STEP 2: If a grievance exists, the grievance committee shall, with or without the physical presence of the aggrieved employee, within ten (10) working days from receipt of the grievance, present a signed written grievance to the Police Chief or his designee.

STEP 3: The Police Chief or his representative shall arrange for such meetings with the grievance committee and make such investigations as are necessary within ten (10) working days of his receipt of said grievance. By that time, the Police Chief will respond in writing concerning the grievance. If the response does not resolve the grievance, it may proceed to Step 4.

STEP 4: Within ten (10) working days from the receipt of the written response from the Police Chief, the grievance committee shall present the grievance, in writing, to the City Manager or his/her designee. The City Manager or his/her designee will then make a determination within five (5) working days from the date of submission to him/her.

STEP 5: In the event the matter is not resolved by the City Manager's or his/her designee's response, the matter may be submitted to the City Council at the first possible City Council meeting.

STEP 6: If the grievance committee is dissatisfied with the decision of the City Council, it may within ten (10) working days of the receipt of the City Council's decision, notify the City Manager in writing of its desire to submit the matter to arbitration. The arbitrator shall be selected by the following procedure.

- a. Either party may request a list of seven (7) arbitrators from a panel supplied by the American Arbitration Association;
- b. The party seeking arbitration shall strike the first name with the other party striking the next name and thereafter each party alternately deleting an arbitrator until one remains;
- c. The remaining arbitrator shall hear the matter and render a decision;
- d. The arbitrator shall issue a written decision within 30 days from the close of the hearing;
- e. The decision of the arbitrator shall be final and binding;
- f. The arbitrator shall have no authority to add to, subtract from or modify this Agreement; or to hear, rule or make an award on any matter except while this Agreement is in full

force and effect, unless the matter arose during the term of the Agreement. The arbitrator shall make a decision based upon the facts presented.

- g.** The arbitrator's fees and expenses will be borne by the losing party, who shall be declared in the arbitrator's decision. All other expenses associated with the arbitration shall be borne by the party incurring such expense, except that a party requesting a court reporter shall pay all fees and costs associated therewith unless the other party requests a copy of the transcript, in which case the costs shall be split equally.

ARTICLE 19

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

- A. The parties reserve all rights set forth in the Local Government Employee-Management Relations Act (the "Act") (~~N.R.S.~~NRS §288.010 and following).
- B. The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act, which may be included in this Agreement, the City is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

ARTICLE 20

HOLIDAYS AND HOLIDAY PAY

- A. The application of this Article applies to all persons subject to this contract. Such employees shall receive scheduled work hours pay for one day, for each of the holidays listed below:

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Nevada Day

Thanksgiving Day

Christmas Day

Veterans Day

Martin Luther King Day

Friday following Thanksgiving Day

and any other day that may be declared a holiday or part of a holiday by the City Council.

- B. Patrol Sergeants who are regularly scheduled to work twelve (12) hour rotating shifts, if scheduled to work a holiday listed in this article, will receive holiday pay for hours actually worked on the calendar date of the holiday.
- C. For employees regularly assigned to work eight (8) hour and/or ten (10) hour shifts (i.e. Detectives), if a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. If a holiday falls on a Sunday, the Monday following will be observed as the holiday, unless an alternative is authorized by the employer.

- D. Holiday pay will consist of 1 ½ times the employee's rate of pay for all hours worked during that shift plus scheduled work hours at straight time pay.
- E. If a holiday falls during the time an employee is on a leave such holiday shall not be charged as leave.

ARTICLE 21

SICK LEAVE

A. Definitions: The term "continuous service" shall be that service commencing with appointment to a position with the City and continuing until resignation or discharge. The term "actual service" shall mean the number of days actually worked on the job; provided, however, that employees absent from work because of sickness for which sick leave is paid, annual leave with pay, schedule adjustment due to training and/or shift changes, injury or illness incurred in City service, or temporary military duty (NRS 281.145) shall be deemed actual service. The term "day" means the number of hours a represented employee normally is assigned to work on a regularly scheduled workday. The term "immediate family" is defined as: spouse, parent, child, sibling, grandparent, grandchild, immediate in-law, or any other person who is dependent upon the employee.

B. Accrual of Sick Leave:

1. Accrual: ~~Employees~~ Sergeants earn sick leave credits at the rate of ~~10.5~~ 14 hours per month of actual service.

2. Maximum Accumulation: Employees may accumulate a maximum hours of sick leave as follows:

<u>Effective</u>	<u>Maximum Hours</u>
7/1/ 2005 <u>2019</u>	up to 1,500 <u>1,800</u>

After an employee has accumulated the maximum number of hours of sick credit as specified above, the amount of additional unused sick leave credit, which s/he is entitled to carry forward from one year to the next is limited to one-half of the sick leave accrual

during the year. The remaining one-half of sick leave accrual over the maximum hours shall be placed in a separate account to be used by an employee under the following conditions:

NOTE: It is understood between the parties that this provision is not retroactive and employees may not transfer existing extra sick leave into regular sick leave. Employees may only accumulate regular sick leave over the replaced maximum of 960 hours after July 1, 1996.

— a. The employee is suffering from a long term or chronic illness. Chronic illness is defined as a disease or ailment that is a lasting condition for a period of months or years. It cannot be easily corrected within a short period of time and generally is not of a temporary disabling or incapacitating nature; and,

— b. The employee has used all sick leave otherwise available to him; and,

— c. Approval of the City Council.

C. Family Medical Leave (FMLA): All eligible employees shall be entitled to twelve (12) weeks of leave during a twelve (12) month period as specified in the Family Medical Leave Act (FMLA). Employees shall utilize all sick leave, compensatory time, and/or annual leave in that order and will only be granted enough unpaid leave to total twelve (12) weeks when applying for leave under FMLA. Employees shall comply with the application process and be subject to all other provisions of the FMLA. All leave taken, which qualifies under the FMLA, shall be counted against the twelve (12) week maximum allowed during any twelve-month period.

The City may require that a request for leave under the FMLA be

supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate. The employee shall provide in a timely manner, a copy of such certification to the City. The certification shall include the date the serious condition commenced; probable duration; appropriate medical facts within the knowledge of the health care providers regarding the conditions; and in cases the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the employee is needed to care for the son, daughter, spouse, or parent; and any other pertinent certification criteria as outlined in the FMLA.

- D. Employees may use accrued sick leave for minor or incidental illnesses, injuries, or dental treatment (those which do not qualify under FMLA). The purpose of sick leave is to allow employees who are injured, ill, or attending an appointment with a dentist/doctor, continuation of pay while obtaining medical treatment or recuperating from illness/injury. Employees who call in sick or leave work early due to illness are expected to remain at home to expedite recuperation, prevent abuse of sick leave policy, maintain discipline and morale, and maintain public trust. Continuance of pay during absence from duty for minor, incidental, or family sickness shall depend upon compliance with the following procedures:

1. On the first day of absence from duty, the employee, or someone on their behalf, shall notify the Police Chief, or his designee, of the reason for such absence. If the duration of the illness lasts longer than one (1) day, the employee

must notify the Police Chief, or his designee, before each shift missed, to report progress, with the exception of extenuating circumstances.

2. An employee shall be required after three (3) consecutive calendar days absence to furnish a certificate from a licensed physician or practitioner to support their sick leave claim and identify physical limitations/restrictions, if any.
3. Within two (2) calendar days after returning to duty, the employee shall complete and submit a sick leave request for approval of the absence as sick leave.
4. Family sick leave (non-FMLA) shall be limited to sixty (60) hours per calendar year.
5. Regular and family sick leave shall be charged at a rate of one (1) hour from sick leave accrued for each one (1) hour taken.

E. Bereavement Leave: In the event of a death of a family member who is within the third degree of consanguinity or affinity, an employee may request up to three (3) consecutive work days of sick leave. The City Manager, or his/her designee, may approve additional sick leave at his/her discretion up to the limits then accrued in an individual instance.

F. ~~Forfeiture of Sick Leave: Any person claiming sick leave with pay, where it is shown that such a claim was made or approved by such claimant knowing that such claimant was in fact not sick or otherwise entitled thereto, shall forfeit all accumulated sick leave and shall not be allowed to receive or accumulate sick leave for a period of twelve (12) pay periods thereafter. In addition, the employee may be terminated if such fraudulent claim was made~~

~~and accepted. Fraudulent use of sick leave shall be considered just cause for discipline. Employees may be disciplined, up to and including termination of employment, even for a first time offense.~~

G. Sick Leave may not be used in the following instances: No employee shall be entitled to sick leave while absent from duty on account of any of the following:

1. Disability arising from sickness or injury purposely self-inflicted or caused by willful misconduct;
2. Disability arising from conduct which is in violation of federal, state, or local statute, other than minor offenses such as traffic violations;
3. Sickness or disability sustained while on leave without pay;
or
4. Disability arising from outside employment;

H. Sick Leave and Payment Upon Separation: Upon separation from the department, employees with 20 or more years of service with the City of Elko shall be paid accrued sick leave up to nine hundred sixty (960) hours based on the same percentage as the percentage of the employee's retirement benefit determined pursuant to the Nevada Public Employee Retirement Act.

I. Sick Leave and Payment Upon Retirement: Upon retirement an employee shall be paid accrued sick leave up to nine hundred sixty (960) hours based on the same percentage as the percentage of the employee's retirement benefit determined pursuant to the Nevada Public Employee Retirement Act.

J. Death of an Employee: Upon the death of a person employed by the City, a lump sum payment for sick leave accrued to the employee's credit, to a maximum of nine hundred sixty (960) hours, will be

made to the employee's beneficiary(ies) or estate, upon receipt of proof of death from the lawful beneficiary(ies). The lump sum payment for sick leave accrued does not include any "Extra Sick Leave" accrual.

ARTICLE 22

GROUP LIFE INSURANCE

The City shall pay 100% of the cost of the premium for a \$30,000 Group Term Life Insurance policy as provided in the master insurance contract with the City's insurance carrier for employees for the period of this Agreement beginning July 1, 1999, which shall include, subject to any existing conditions and requirements of that master insurance contract as follows:

1. A \$30,000 policy of Group Term Life Insurance policy for the life of each employee of the police department.
2. A \$5,000 Group Term Life Insurance policy for the life of each employee's spouse; and
3. A \$3,000 Group Term Life Insurance policy for the life/lives of dependent children of each unit employee, over the age of six (6) months to twenty-six (26) years. However, if the dependent child is a full-time student, the life insurance set forth in this subparagraph 3 shall be until the dependent reaches the maximum age set forth by the insurance carrier and federal law.
4. A \$500 Group Term Life Insurance policy for the life/lives of dependent children age fourteen (14) days to six (6) months.
5. A \$10,000 Group Term Accidental Death and Dismemberment (AD & D) policy for each employee of the Police Department.
6. ~~—~~ The City and the Association agree that the City shall provide the opportunity for employees to enroll their dependents in group life insurance without the requirement that such dependents also be enrolled in other coverage programs such as the health, dental and vision care plans. Employees will be responsible for 100% of dependent life insurance premiums provided pursuant to this section.

ARTICLE 23

GROUP HEALTH INSURANCE

- A. All full time Police Department employees after a waiting period shall be enrolled in the City's group health, dental, and vision insurance plans; The waiting period is the first of the month following a thirty (30) day waiting period.
- B. City Share of Premium
 - 1. The City shall pay 100% of the cost of premium for group health, dental, and vision insurance coverage for the employee.
- C. Employee Dependent Share of the Premium

All provisions of employee and dependent health insurance shall be in accordance with the effective Master Plan Document and premiums established and approved by the current insurance provider, effective at the beginning of each new plan year. The employee shall have the right to enroll all eligible dependents in the plan and shall have the respective premiums for dependents deducted through a payroll deduction.
- D. All employees covered by this agreement shall be given advance notice of any changes in the group insurance coverage.

ARTICLE 24

CLOTHING AND EQUIPMENT ALLOWANCE

- A. All unit employees shall receive the following clothing and equipment allowance: ~~\$1,800.00~~ \$2,200.00 annually. Officers who perform a special assignment in the SWAT, Bike Patrol, K9, ~~or~~ Honor Guard, and/or Bomb Squad shall receive an additional \$200 annually. The extra pay is paid at that amount regardless whether or not the officer is assigned to one or all ~~three~~ duties.
- B. One-half of the clothing and equipment allowance shall be paid December 20 and the other one-half on June 20 of each year.
- C. In addition to Paragraph A, this article, new hires shall also receive an initial allowance of \$1,000 at the time of hire, and an additional \$500 at the successful completion of probation.
- D. If the City Council, the City Manager or the Police Chief mandates a major change of uniform, then all uniformed officers covered by this agreement shall be entitled to \$600. Uniform changes suggested by the association and approved by the Police Chief shall not qualify for additional Uniform Allowance Payments. This shall not apply to any additions to the present uniform nor apply to any uniform supplier problems.
- E. The clothing and equipment allowance will be prorated to the date of termination for those employees who are terminated, resign, unable to perform the duties because of chronic or permanent disability, or die.
- F. For employees whose equipment is made unavailable to them due to

evidentiary purposes, or in the event their equipment is stolen while it is being stored at a law enforcement facility, the department will reimburse officers for the required replacement equipment.

ARTICLE 25

COST OF LIVING ADJUSTMENTS

A. Effective July 1, 201~~7~~⁹, the salary schedules for all unit employees shall be increased by 2.6% from the prior year ending June 30, 2019, as set forth in Exhibit A, ~~representing 1.5% from the prior year ending June 30, 2017.~~

A.B. Effective July 14, 2019, the salary schedules for all unit employees shall be decreased by 1.0% to reflect the increase in the Public Employees Retirement System for Police and Firefighters (PERS) retirement rate of 2.0%, as set forth in Exhibit A. Pursuant to NRS 286.421.3 the rate of increase shall be shared equally by the employer and employee.

C. Effective July 1, 201~~8~~²⁰, the salary schedules for all unit employees shall be increased by 2.5% from the prior year ending June 30, 2020, covered by this Agreement as set forth in Exhibit A.A, ~~representing a 3.0% increase from the prior year ending June 30, 2018.~~

B.D. Effective July 1, 2021, the salary schedules for all unit employees shall be increased by 3.0% from the prior year ending June 30, 2021, as set forth in Exhibit A.

C.E. Pursuant to ~~N.R.S.~~NRS 286.421.3 and Article 9 of the Collective Bargaining Agreement, any additional retirement contribution rate increases (or decreases) any PERS rate increase shall be shared equally ~~by~~ between the employer and the employee.

ARTICLE 26

LONGEVITY PAY

A. Upon completion of eight (8) years continuous employment with performance reviews of standard or better, employees hired before July 1, 2010 shall receive the following longevity pay, with the maximum years of service being twenty-five (25):

<u>Years of Completed Service</u>	<u>Semi-Annual Amount</u>	<u>Total Annual</u>
8	\$ 150	\$ 300
9	175	350
10	200	400
11	250	500
12	275	550
13	300	600
14	325	650
15	350	700
16	425	850
17	450	900
18	475	950
19	500	1,000
20	525	1,050
21	650	1,300
22	675	1,350
23	700	1,400
24	725	1,450
25	750	1,500

B. Longevity pay shall be payable on the first pay period in June and the first pay period in December of each year. Longevity will not be paid with regular payroll checks, but will be paid by a separate check. An employee will receive the first check during the year following the employee's eighth (8) anniversary year of employment with the City. If the employment anniversary date falls between January 1 and June 30 of that year, the first check will be the first pay period in June. If the anniversary date falls between July 1 and December 31 of that year, the first check will be the first pay period in December.

ARTICLE 27

SHIFT DIFFERENTIAL

Employees who are assigned to work the day shift shall not receive shift differential. Employees who are assigned to work the night shift shall receive an eight (8) percent differential on their base hourly rate.

~~The shift differential shall not be paid for hours not worked, of ten (10) consecutive days or more, for sick leave, injury leave, or other paid leave (not including annual leave). The shift differential pay will not be paid commencing on the 11th day.~~

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

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

ARTICLE 28

LEAVE OF ABSENCE

A. Leave of Absence Without Pay:

1. Leave without pay may be granted only to an employee who desires to return to City service.
2. Leave without pay of less than thirty (30) days may be granted by the City Manager.
3. Leave without pay of thirty (30) days or more may be granted for the good of the public service by the City Council.
4. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued ~~ed~~ al rate prior to the leave.

B. Leave of Absence With Pay:

1. A leave with pay will be granted when an employee serves on a jury or is subpoenaed as a witness in court. The employee shall claim any jury, witness or other fee to which he/she may be entitled by reason of such appearance and forthwith pay the same over to the City Clerk.
2. When it is impractical for a registered voter to vote before or after his/her normal working hours, an employee will be granted sufficient time to vote.
3. Leave is granted to an employee for authorized military training duties in compliance with the provisions of NRS 281.145 and 284.359.

C. Unauthorized Absence:

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

ARTICLE 29

BIDDING OF SHIFT ASSIGNMENT

Unit employees in the category of Patrol Sergeant will be assigned to a particular shift for a period of four (4) months. Such assignment shall be up for bid every four (4) months. Employees shall bid August 1st for the January through April rotation, to be posted on September 1st. Employees shall bid December 1st for the May through August schedule, to be posted on January 1st. Employees shall bid April 1st for the September through December schedule, to be posted on May 1st.

Each unit employee in the category listed above will be allowed to bid for the shift assignment of their choice and shall be awarded their shift bid based on seniority. For the purposes of this article only, seniority shall be determined based upon the employee's time in the rank of Sergeant-. ~~All other positions per shift will be based upon the employee's date of hire as a full-time Patrol Officer. Seniority shall not apply after two (2) consecutive bidding cycles, if the same shift is bid and successfully awarded.~~ For purposes of bidding of shift assignments, a shift shall be defined as, A Shift, B Shift, C Shift, and D Shift. A and C Shifts shall be designated Day Shifts; B and D Shifts shall be designated Night Shifts. Each shift will include at least one Patrol Sergeant. K9 Officers may not bid for the same shift.

~~Where employees share the same hire date, seniority will be determined by their final placement on the official eligibility list.~~

ARTICLE 30

LAYOFF PROCEDURE

- A. If a layoff or reduction in force occurs, the Police Chief will determine the classifications affected. Layoffs within a classification will be determined on the basis of past performance, qualifications, and ability to perform the work. Where these are equal, seniority shall apply. All probationary employees within the bargaining unit, excluding those employees on probation due to promotion, will be laid off before any regular employees.
- B. All employees to be laid off shall be given written notice of such layoff at least 60 calendar days prior to the effective date of the layoff.
- C. Upon being laid off, an employee with City Manager approval may elect demotion temporarily to any classification covered by the Agreement.
- D. In the event of an increase in the working force following a reduction, employees laid off or demoted shall be placed on the reemployment list within the department in which the layoff or demotion occurred in reverse order of demotion or termination.
- E. Employees who are reemployed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff.
- F. Layoffs or reduction in force due to City budgetary constraints or considerations must consider all departments within the City, not solely the Police Department.

ARTICLE 31

EDUCATIONAL INCENTIVES

- A. Full time, regular employees will be eligible to receive educational assistance as outlined below:
1. Prior written approval of the Police Chief, or his designee, and City Manager, or his designee, will be required before attending classes. Employees who do not receive prior approval WILL NOT be eligible for reimbursement.
 2. The course must be taken from an accredited college or university or must be an accredited correspondence course.
 3. These provisions apply to single courses and not educational programs.
 4. The course must be job related or prepare an employee for increased job proficiency.
 5. Employees shall not receive regular pay or overtime pay for time in classrooms or time spent studying.
 6. Classes shall be taken outside the regularly scheduled shift.
 7. All approvals of submitted requests are subject to available funding and must be within departmental budgets.
- B. Payment upon completion of the approved course shall be as follows:
1. Tuition and books will be paid at:
 - 100% for an A or B
 - 85% for a C
 - 0 for a D or below
 - 100% for a pass
 - 0 for a fail
 2. Upon completion of registration, the employee shall provide

the City receipts for registration and books. All approved requests, receipts for registration, for books, and fees, shall be forwarded to the Human Resources Manager. Copies of the final grade(s) will be submitted to the Human Resources Manager for policy compliance prior to reimbursement tendered to the employee.

3. After reimbursement, any books, which are purchased, shall be turned into the City for future use by all employees.

C. ~~Employees shall receive educational incentive pay for attainment of each level of Category I Nevada POST certificate above the level of the basic certificate. The following applies to the rank of Sergeant.~~

~~1. Intermediate Level. Employees who obtain a Nevada POST Intermediate Certificate shall have thirty dollars (\$30.00) added to the employee's monthly wage.~~

~~2. Advanced Level. Employees who obtain a Nevada POST Advanced Certificate and/or an Associates Degree shall have fifty dollars (\$50.00) added to the employee's monthly wage.~~

~~3. Bachelors Degree/Supervisory Level. Employees who obtain a Bachelors Degree, or a Nevada POST Supervisory Level Certificate shall have seventy dollars (\$70.00) added to the employee's monthly wage.~~

~~DC.~~ The City's financial support of an employee's continuing education shall not be construed as a guarantee of a job assignment or promotion.

~~ED.~~ When an officer is eligible for any advanced certifications, upon written request by the officer, the Police Chief, or his designee, shall apply to the appropriate State POST officer for the officer's

certificate within a reasonable amount of time.

ARTICLE 32

ASSOCIATION AFFAIRS

- A. An employee may utilize either Association Leave as defined in Section C., below, annual leave, or compensatory time off for Association functions including attendance at conventions, conferences, seminars, and any meetings held during scheduled work hours in which discussion of Association business occurs, subject to prior approval of the supervising Sergeant, Police Chief and/or the City Manager.
- B. The negotiating committee shall not exceed four (4) members of the Association. The negotiating committee may utilize either Association Leave as described in Section C., below, annual leave, or compensatory time off, in not less than one hour increments to attend collective bargaining sessions with the City. Use of annual leave for this purpose shall not effect bidding regarding annual leave scheduling.
- C. Association representatives who are designated by the President of the Association may use Association Leave for the purposes defined in Sections A. and B., above, subject to the approval of the Police Chief or his/her designated representative.
 - 1. To establish an Association Leave Bank for the uses defined above, a represented employee may contribute his/her accumulated annual leave or compensatory time off to the Association Leave Bank, subject to the following:
 - a. Employees may contribute annual leave/compensatory time off in one hour increments; and,
 - b. The Association Release Time Bank will be contributed to, and drawn from, on an hour for hour basis.

ARTICLE 33

LUNCH AND REST BREAKS

- A. Rest Periods: Unit employees will be allowed one fifteen (15) minute rest period during the first four (4) hours of their shift and one fifteen (15) minute rest period during the second four (4) hours of their shift. Employees who are assigned to work a twelve (12) hour shift shall be allowed a fifteen (15) minute rest period during the final four (4) hours of their shift.
- B. Lunch Break: Unit employees shall be allowed a paid lunch period not to exceed sixty (60) minutes. Employees are subject to being called out during their lunch break and rest periods.

ARTICLE 34

ADVANCEMENT TO HIGHER CLASSIFICATION

A. ~~An employee classified as Patrol I shall be eligible for advancement to Patrol II upon satisfactory completion of two (2) years of service and shall be eligible for advancement to Patrol III upon satisfactory completion of five years of service, unless hired pursuant to Article 11, Paragraph D. Advancement must be recommended by and approved by the Police Chief or his designee. All advancements will be based upon standardized qualifications set forth by the department, the employee having the qualifications, skill and ability to perform the functions of the higher position. (Qualifications shall include past performance evaluations, absentee record, past disciplinary actions, and other pertinent performance criteria.) Advancement will be made on the first day of the payroll period following the employee's promotion date.~~

~~Unless hired pursuant to Article 11, Paragraph D, employees advancing to the position of Patrol IV must have a minimum of ten (10) years of progressive service in the positions of Patrol I, Patrol II, and Patrol III, and an Intermediate POST certificate, or Advanced POST certificate, or Supervisory level POST certificate.~~

BA. Vacancies which occur in the Sergeants classification shall be posted internally for a period of ten (10) working days.

1. Eligible employees shall be limited in their right to bid only on higher classified positions.
2. Eligible employees shall be limited to one successful bid in any twelve (12) month period.
3. Internal candidates shall be selected on qualifications and

ability to perform the functions of the position. Qualifications shall include past performance, including disciplinary actions, absentee record, and other pertinent factors.

4. The City shall make a reasonable attempt to promote from within. Should there not be a sufficient number of qualified bidders as determined by the Police Chief, the Police Chief may advertise externally. A selection will be made based upon qualifications of both internal and external candidates.
5. The Police Chief, or his designee, shall have the exclusive right to determine qualifications of applicants and select accordingly.
6. Temporary transfers to fill vacancies caused by absenteeism, injury, vacation, leave of absence, or other reasons shall not be posted.

ARTICLE 35

SPECIAL ASSIGNMENT PAY

A. The following positions shall be considered special assignments for the purpose of this agreement: Detective, Narcotics officer, Reserve Coordinator, Community Service Officer, Field Training Officer, ~~Bomb~~ Disposal Technician, K-9 Officer and Swat Operator.

B. Special assignment positions will receive a salary increase based on the percentage rate as follows:

Detective	9%
Narcotics Officer	9%
K-9 Officer	5%
Reserve Coordinator	5%
SWAT Operator/Hostage Negotiator	5%
Field Training Officer	5%
Bomb Disposal Technician	5%

Note: The Field Training Officer, Bomb Disposal Technician and SWAT Operator/Hostage Negotiator shall only receive the salary increase while performing the duties of Field Training Officer, Bomb Disposal Technician, and SWAT Operator/Hostage Negotiator respectively. K-9 Officers shall receive the salary increase as long as they are assigned to the duties of K-9 Officer.

C. Special assignment pay is not transferable and does not follow the employee in the event of reassignment to another position not included in the special assignment pay category.

D. Bi-Lingual Pay: An employee is eligible for \$75.00 per month if such employee passes a Department approved conversational proficiency examination in a foreign language approved by the Police Chief, at an intermediate or higher level.

E. Members who are placed in an on-call status shall receive one (1) dollar and twenty-five (25) cents per hour for the on call period in which no work is performed.

1. "On call" time refers to off duty time in which an employee is away from the worksite and expected to be easily reached and immediately available to respond when called out.

F. Detectives and K-9 officers will be allowed to take home their department issued vehicle. The vehicle shall only be driven to and from work and when performing work-related functions.

ARTICLE 36

ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

- A. Member employees may authorize payroll deductions for the purpose of paying association dues. Upon the execution of the proper personnel payroll document filed with the City, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an employee on a monthly basis association dues, the City's approved group health insurance, the City's approved credit union, and other city approved deductions.
- B. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the appropriated Association dues. When a member in good standing of the Association is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of any employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding no deductions shall be made. In this connection, all other legal and required deductions have priority over association dues.
- C. The Association shall indemnify and hold the City harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which arise out of or by reason of any action taken or not taken by the City to implement payroll deductions for Association dues, except for claims caused by intentional misconduct or gross negligence by the City.

ARTICLE 37

PAID MANDATORY TRAINING

- A. Any training, which is mandated, by the Department or State of Nevada to maintain the Officer Post Certificate shall be paid by the Department. If the Officer is attending the mandatory training on a regular scheduled day off or during off-duty hours the Officer shall be paid at the overtime rate for all hours spent in training as provided in Article 5 of this Agreement. If an Officer is attending training while on duty, the Officer will receive his/her straight time hourly rate.
- B. Nevada POST requires 24 hours of training per year. In addition, there will be an additional four (4) hours of mandatory training every year. This training will consist of practical scenarios involving: department use of force, defensive tactics, ASP/baton, Taser, and OC.
- C. The Elko Police Department and the association understand the importance of maintaining proficiency with a duty weapon, therefore the Elko Police Department Will hold department firearms qualifications at least quarterly.
- D. Food per diem rates will be paid out per meal in accordance with the rate set by www.gsa.gov. Breakfast per diem will be paid if travel is before 8:00 am. Lunch per diem will be paid if travel is between 10:00 am and 1:00 pm. Dinner per diem will be paid if travel is after 6:00 pm.

ARTICLE 38

PHYSICAL FITNESS INCENTIVE

- A. Parties agree to a voluntary physical fitness-testing program to be administered prior to October 31 of each year, using a testing/scoring standard established by Nevada P.O.S.T. Employees must attain a passing score in order to receive a ~~\$275.00~~\$500.00 payment; such payment shall be made on the first payday in December. Employees participating in the voluntary physical fitness test shall be in full pay status during testing. There will be no reprisal or punitive action taken against an employee scoring less than the passing score on the test.

ARTICLE 39

DRUG AND ALCOHOL TESTING PROGRAM

- A. The city of Elko has a responsibility to its employees and the public to ensure safe working conditions for its employees by employing a City work force unimpaired by chemical substance abuse. The City of Elko also has a responsibility to create a drug free workplace, pursuant to the Drug Free Workplace Act of 1998.
1. Officers who suspect they may have a substance abuse problem are encouraged to voluntarily seek evaluation and treatment. Officers may request assistance through their supervisor or through the Human Resources Department; however rehabilitation itself is the responsibility of the Officer.
- B. The City of Elko and the Association shall implement and carry out a drug and alcohol testing program that is consistent with the provisions established in the Elko Police Department Manual, as may be modified or revised during the term of this agreement.
- C. The parties agree that Officers may be tested for drugs and/or alcohol at any time based upon reasonable suspicion by a supervisor
1. When any supervisor has reasonable suspicion and has documented and confirmed with the Police Chief, or designee, that the specific observation constitutes reasonable suspicion or has obtained a confirming observation that an Officer may be under the influence of alcohol or drugs, the employee in question will be asked to submit to testing which may include saliva testing, breath test, urinalysis, a blood test or a combination of these testing methods, to determine the involvement with alcohol or

drugs. A positive result on a screening test must be confirmed with a more accurate test.

- a. Reasonable suspicion testing may be based upon, among other things, observable indicators such as direct observation of alcohol and/or drug use or possession; physical symptoms of being under the influence of alcohol and/or drugs; a pattern of abnormal conduct or erratic behavior; or arrest and/or conviction for an alcohol and/or drug related offense.
2. When an officer has been involved in a workplace accident or incident resulting in the death of another person, medical treatment other than first-aid, loss of consciousness, or property damage exceeding \$500, the Officer in question will be asked to submit to testing of the officers choice which may include saliva testing, a breath test, urinalysis, a blood test or a combination of these testing methods, to determine the involvement with alcohol or drugs. If the officer chooses a Breath test, ~~an officer from another agency~~ a supervisor will be called and asked to administer a Preliminary Breath Test and make general observations about whether the officer appears to be under the influence of alcohol or a controlled substance. If that ~~officer~~ supervisor reasonably believes that the officer is under the influence of alcohol or a controlled substance, reasonable suspicion exists. A positive result on a screening test must be confirmed with a more accurate test.
3. An Officer who refuses to submit to discovery testing for drugs and/or alcohol following a workplace accident or when

reasonable suspicion exists will be subject to disciplinary action, up to and including termination.

- D. An Officer who is found to be under the influence of or impaired by alcohol or illegal drugs as a result of a positive test will be removed from his/her position and placed on paid administrative leave pending an internal investigation.
- E. Officers assigned to special assignments involving the use of alcohol and/or drugs are exempt from the testing requirements outlined in this article. However, assignments of this nature must qualify as an approved police function.
- F. Nothing in this article shall prevent the City of Elko from administering disciplinary action for any job performance or behavior that would otherwise be considered just cause for disciplinary action.

ARTICLE 40

EMPLOYEE ASSISTANCE PROGRAM

~~E.~~ A An officer who is found to be under the influence of or impaired by alcohol or controlled substance on duty and has not been involved in an accident will be placed on sick leave pending an evaluation by a Substance Abuse Professional (SAP). If the City does not receive an evaluation by a SAP within fifteen (15) calendar days, disciplinary action up to and including termination from employment may be taken.

~~F.~~ B The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment. SAP election and expenses will be the responsibility of the employee.

~~G.~~ C If an evaluation is conducted which results in a recommendation for treatment, continued employment may, but is not required to be allowed if the recommended treatment is begun immediately and successfully completed. The treatment program, may include, but is not limited to, rehabilitation, counseling, and after-care to prevent future substance use/abuse.

~~H.~~ D The treatment program will be at the employee's expense. Employees may utilize the City of Elko's group health plan to the extent allowable under the plan, as may be modified or revised during the term of this agreement. Accrued sick leave may be used to attend a treatment program required under this paragraph.

~~I.~~E. Failure by the employee to enroll in the recommended treatment program, to consistently comply with the program requirement, to complete it successfully, or to complete any continuing care program shall be grounds for immediate termination.

~~J.~~F. As a condition of continued employment, an employee who is required

to undergo treatment under this article may also be required to submit to random screening tests for alcohol and/or drugs for a specific period not to exceed twenty-four (24) months from the treatment program's completion date.

K.G. Employees may not return to duty until they have been evaluated, comply with treatment recommendations, and successfully passed a return to duty alcohol and/or drug test.

ARTICLE 41

K-9 OFFICER ~~PAY~~STIPEND

- A. Parties agree that caring for a K-9 partner requires employee time and effort beyond a regular scheduled shift. In recognition of the required time and effort, and in compliance with the Fair Labor Standards Act (FLSA), authorized K-9 Officers shall receive ~~one-half hour of overtime pay per day at the base rate of \$16.00 per hour, or \$12.00 per day~~ a stipend of \$25.00 per day, 365 days per year.
- ~~B. Parties agree that authorized K-9 Officers are responsible for their K-9 partner 365 days per year. Therefore, authorized K-9 Officers will receive \$12.00 per day, 365 days per year.~~

IN WITNESS WHEREOF, the City and the Association have caused these presents
to be duly executed by their authorized representatives this ____ day of
_____, 20169.

CITY OF ELKO

~~-~~ELKO POLICE OFFICERS PROTECTIVE
ASSOCIATION

By _____
~~Chris J. Johnson~~Reece Keener, Mayor

By _____
~~Shane Daz~~Jeremy Shelley,
President

ATTEST:

ATTEST:

~~Shanell Owen~~Kelly Wooldridge, City Clerk

~~Bryan Drake~~Jason Pepper,
Vice-President

EXHIBIT A

Police Salary Schedule									
*2.6% COLA									
Effective 7/1/2016									
			80 Hour	84 Hour			80 Hour	84 Hour	
	Probationary		Detectives	Patrol	Salary		Detectives	Patrol	Patrol
Classification	Salary per month	Hourly	Annual	Annual	per month	Hourly	Annual	Annual	Per PP
Sergeant	6,110.38	35.2522	73,324.58	76,990.80	6,368.51	36.7414	76,422.11	80,243.22	3,086.28
W/Intermediate	6,549.43	37.7852	78,593.22	82,522.88	6,826.16	39.3817	81,913.94	86,009.63	3,308.06
W/Advanced	6,679.14	38.5335	80,149.68	84,157.16	6,961.29	40.1613	83,535.50	87,712.28	3,373.55
W/Supervisory	6,810.73	39.2927	81,728.82	85,815.26	7,098.45	40.9526	85,181.41	89,440.48	3,440.02
Corporal					5,916.85	34.1357	71,002.26	74,552.37	2,867.40
W/Intermediate					6,276.49	36.2105	75,317.84	79,083.73	3,041.68
W/Advanced					6,401.10	36.9294	76,813.15	80,653.81	3,102.07
					-				
Patrol IV, ten years of service plus,					-				
W/Intermediate					5,772.40	33.3023	69,268.78	72,732.22	2,797.39
W/Advanced					5,887.23	33.9648	70,646.78	74,179.12	2,853.04
					-				
Patrol III					5,492.57	31.6879	65,910.83	69,206.37	2,661.78
Patrol II					4,877.22	28.1378	58,526.62	61,452.96	2,363.58
Patrol I	4,416.10	25.4775	52,993.20	55,642.86	4,600.32	26.5403	55,203.82	57,964.02	2,229.39
* Effective 7/1/14 Officers went to 12 hour shifts which equates to 2184 hours per year.									
Going forward calculate any COLA's on base hourly rate rather than monthly or annual rates.									
Detectives work 4 - 10 hour days or 2080 hours per year and patrol officers work 4 - 12 hour shift or 2184 hours per year.									

Exhibit A

Effective July 1, 2019-July 13, 2019									
COLA	2.6%								
Base Rate Only *	Hours Worked	Probationary Rate/Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Sergeant - 2184	2184								
% Increase			5.000%	1.500%	1.500%	1.500%	1.500%	1.500%	1.500%
Annual Rate		\$ 91,368.28	\$ 95,936.70	\$ 97,375.75	\$ 98,836.38	\$ 100,318.93	\$ 101,823.71	\$ 103,351.07	\$ 104,901.33
Hourly Rate		\$ 41.84	\$ 43.93	\$ 44.59	\$ 45.25	\$ 45.93	\$ 46.62	\$ 47.32	\$ 48.03
Per Pay Period Amount		\$ 3,514.16	\$ 3,689.87	\$ 3,745.22	\$ 3,801.40	\$ 3,858.42	\$ 3,916.30	\$ 3,975.04	\$ 4,034.67
Detective Sergeant - 2080	2080								
% Increase			5.000%	1.500%	1.500%	1.500%	1.500%	1.500%	1.500%
Annual Rate		\$ 87,017.41	\$ 91,368.28	\$ 92,738.81	\$ 94,129.89	\$ 95,541.84	\$ 96,974.96	\$ 98,429.59	\$ 99,906.03
Hourly Rate		\$ 41.84	\$ 43.93	\$ 44.59	\$ 45.25	\$ 45.93	\$ 46.62	\$ 47.32	\$ 48.03
Per Pay Period Amount		\$ 3,346.82	\$ 3,514.16	\$ 3,566.88	\$ 3,620.38	\$ 3,674.69	\$ 3,729.81	\$ 3,785.75	\$ 3,842.54
Effective July 14 2019-June 30, 2020									
PERS Adjustment	-1.0%								
Base Rate Only *	Hours Worked	Probationary Rate/Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Sergeant - 2184	2184								
% Increase			5.000%	1.500%	1.500%	1.500%	1.500%	1.500%	1.500%
Annual Rate		\$ 90,463.64	\$ 94,986.83	\$ 96,411.63	\$ 97,857.80	\$ 99,325.67	\$ 100,815.56	\$ 102,327.79	\$ 103,862.71
Hourly Rate		\$ 41.42	\$ 43.49	\$ 44.14	\$ 44.81	\$ 45.48	\$ 46.16	\$ 46.85	\$ 47.56
Per Pay Period Amount		\$ 3,479.37	\$ 3,653.34	\$ 3,708.14	\$ 3,763.76	\$ 3,820.22	\$ 3,877.52	\$ 3,935.68	\$ 3,994.72
Detective Sergeant - 2080	2080								
% Increase			5.000%	1.500%	1.500%	1.500%	1.500%	1.500%	1.500%
Annual Rate		\$ 86,155.85	\$ 90,463.64	\$ 91,820.60	\$ 93,197.91	\$ 94,595.88	\$ 96,014.82	\$ 97,455.04	\$ 98,916.86
Hourly Rate		\$ 41.42	\$ 43.49	\$ 44.14	\$ 44.81	\$ 45.48	\$ 46.16	\$ 46.85	\$ 47.56
Per Pay Period Amount		\$ 3,313.69	\$ 3,479.37	\$ 3,531.56	\$ 3,584.53	\$ 3,638.30	\$ 3,692.88	\$ 3,748.27	\$ 3,804.49
Effective July 1, 2020-June 30, 2021									
COLA	2.5%								
Base Rate Only *	Hours Worked	Probationary Rate/Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Sergeant - 2184	2184								
% Increase			5.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Annual Rate		\$ 92,725.24	\$ 97,361.50	\$ 98,821.92	\$ 100,304.25	\$ 101,808.81	\$ 103,335.94	\$ 104,885.98	\$ 106,459.27
Hourly Rate		\$ 42.46	\$ 44.58	\$ 45.25	\$ 45.93	\$ 46.62	\$ 47.31	\$ 48.02	\$ 48.75
Per Pay Period Amount		\$ 3,566.36	\$ 3,744.67	\$ 3,800.84	\$ 3,857.86	\$ 3,915.72	\$ 3,974.46	\$ 4,034.08	\$ 4,094.59
Detective Sergeant - 2080	2080								
% Increase			5.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Annual Rate		\$ 88,309.75	\$ 92,725.24	\$ 94,116.11	\$ 95,527.86	\$ 96,960.77	\$ 98,415.19	\$ 99,891.41	\$ 101,389.78
Hourly Rate		\$ 42.46	\$ 44.58	\$ 45.25	\$ 45.93	\$ 46.62	\$ 47.31	\$ 48.02	\$ 48.75
Per Pay Period Amount		\$ 3,396.53	\$ 3,566.36	\$ 3,619.85	\$ 3,674.15	\$ 3,729.26	\$ 3,785.20	\$ 3,841.98	\$ 3,899.61
Effective July 1, 2021-June 30, 2022									
COLA	3.0%								
Base Rate Only *	Hours Worked	Probationary Rate/Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Sergeant - 2184	2184								
% Increase			5.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Annual Rate		\$ 95,506.99	\$ 100,282.34	\$ 101,786.58	\$ 103,313.38	\$ 104,863.08	\$ 106,436.02	\$ 108,032.56	\$ 109,653.05
Hourly Rate		\$ 43.73	\$ 45.92	\$ 46.61	\$ 47.30	\$ 48.01	\$ 48.73	\$ 49.47	\$ 50.21
Per Pay Period Amount		\$ 3,673.35	\$ 3,857.01	\$ 3,914.87	\$ 3,973.59	\$ 4,033.20	\$ 4,093.69	\$ 4,155.10	\$ 4,217.43
Detective Sergeant - 2080	2080								
% Increase			5.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Annual Rate		\$ 90,959.04	\$ 95,506.99	\$ 96,939.60	\$ 98,393.69	\$ 99,869.60	\$ 101,367.64	\$ 102,888.16	\$ 104,431.48
Hourly Rate		\$ 43.73	\$ 45.92	\$ 46.61	\$ 47.30	\$ 48.01	\$ 48.73	\$ 49.47	\$ 50.21
Per Pay Period Amount		\$ 3,498.42	\$ 3,673.35	\$ 3,728.45	\$ 3,784.37	\$ 3,841.14	\$ 3,898.76	\$ 3,957.24	\$ 4,016.60
*Effective July 1, 2019 Educational Incentive Pay is included in Base Pay									

City of Elko
Oral Disciplinary Action Form

Date: _____ To: _____

Employee Name

Reason(s) for Action: _____

You **have/have not** received counseling on this matter on:
(circle above)

Date(s)

☐ This is a new action

☐ This is a continuing action

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

Employee's Initials

Supervisor's Initials

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

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

☐ Your job performance is unsatisfactory for the following reasons:

THE FOLLOWING IMPROVEMENTS ARE REQUIRED WITHIN ____ DAYS:

(Indicate specific program for improvement, measurement criteria, and consequences if improvement is not achieved.)

RECEIPT ACKNOWLEDGED:

Employee Signature Employee Representative Signature Supervisor Signature

*****INVALIDADITION DATE - 12 MONTHS FROM DATE OF ISSUANCE*****

Memorandum of Understanding #1

The City of Elko ("City") and the Elko Police Officers Protective Association ("Association"), hereby enter into the following memorandum of understanding:

1. The City and the Association agree that discharge and disciplinary procedures are a subject of mandatory bargaining.

2. The City and the Association agree that the type of conduct for which employees may be disciplined is not a mandatory subject of bargaining, and that the City has the right to determine acceptable work performance standards and policies for its employees without negotiations. If employees violate the City's policies and standards, they may be disciplined subject to the negotiated procedures set forth in the collective bargaining agreement, as in force and effect.

3. The City and the Association are aware of a February 29, 2000 decision by the Local Government Employment Management Relations Board ("EMRB"), Item No. 415B. The decision by the EMRB, which is currently being appealed by the City of Reno, Nevada, is based upon specific facts of that case, and not the City of Elko's policies, procedures or past practices in regards to disciplinary action for off-duty conduct.

4. If the decision of the EMRB is upheld on appeal, either the City or the Association may elect to reopen Article 18 (Grievance Procedure) for the express purpose of negotiating mutually agreeable discharge and disciplinary procedures for off-duty conduct. However, if the City believes that the Association's proposal concerning the development of procedures regarding the discipline of represented employees for off-duty conduct involves issues which are not subjects of mandatory bargaining, the City will so notify the Association.

5. If the Association disagrees with the City's position regarding the negotiability of a specific proposal, the parties reserve their rights to petition the EMRB (jointly or individually) for a declaratory judgment concerning the proposal's negotiability.

Dated this ____ day of _____, 2005.

City of Elko

By: ____ Signature On File_____
Michael Franzoia
Mayor

Dated this ____ day of _____, 2005.

Elko Police Officers Protective
Association

By: ____ Signature on File_____
William Lehmann
President

**Collective Bargaining Agreement Fiscal Impact Disclosure (NRS 288.153)
Elko Police Officers Protective Nevada Association Sergeants Unit**

<u>Article 25</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Total</u>
	1.6% increase (2.6% COLA increase, 1.0% PERS decrease)	2.5% COLA increase	3.0% COLA increase	
Annual Increase	16,216.62	19,086.64	22,565.92	57,869.18
Estimated special assignment/add pay adjustments	1,621.66	1,908.66	2,256.59	5,786.92
Total Salary Increase	17,838.28	20,995.30	24,822.51	63,656.10
Medicare Increase (1.45%)	235.14	276.76	327.21	839.10
PERS Increase (42.50 %)	6,892.06	8,111.82	959.05	15,962.94
Total Benefits Increase	7,127.20	8,388.58	1,286.26	16,802.04
Annual cost of Salary and Benefits	24,965.48	29,383.88	26,108.77	80,458.13
*Potential for PERS increases/decreases to occur on legislative years.				
<u>Article 7</u>				
Annual Leave accrual increase	6,216.30	5,255.34	5,493.29	16,964.93
<u>Article 14</u>				
Ballistic Helmet provided to every EE	2,000.00			2,000.00
<u>Article 21</u>				
Additional 3.5 hours/mo sick leave	9,298.38	9,674.70	10,112.76	29,085.84
<u>Article 24</u>				
\$400/year additional clothing allowance	2,000.00	2,000.00	2,000.00	6,000.00
add K9, Bomb Squad to special assignment clothing allowance	1,000.00	1,000.00	1,000.00	3,000.00
<u>Article 38</u>				
Physical Fitness Incentive (additional \$225/year)	1,125.00	1,125.00	1,125.00	3,375.00
<u>Article 41</u>				
K9 Stipend (additional \$13/day) per handler	4,745.00	4,745.00	4,745.00	14,235.00
	26,384.68	23,800.04	24,476.05	74,660.77
Combined Total	51,350.16	53,183.92	50,584.82	155,118.90

Golf Enterprise Fund Financial Summary

	Operating Revenue	Operating Expense	Income/Loss (pre-transfer)	Transfers In	Capital Contributions	
2008-2009	\$ 552,987.00	\$ 616,396.00	\$ (63,409.00)	\$ 45,815.00		Audit
2009-2010	\$ 566,371.00	\$ 625,113.00	\$ (58,742.00)	\$ 47,251.00	\$ 69,602.00	Audit
2010-2011	\$ 589,479.00	\$ 624,169.00	\$ (34,690.00)	\$ 45,558.00		Audit
2011-2012	\$ 625,784.00	\$ 664,424.00	\$ (38,640.00)	\$ 46,332.00		Audit
2012-2013	\$ 730,610.00	\$ 724,961.00	\$ 5,649.00	\$ 49,934.00	\$ 99,456.00	Audit
2013-2014	\$ 783,046.00	\$ 736,118.00	\$ 46,928.00	\$ 61,034.00		Audit
2014-2015	\$ 779,003.00	\$ 726,831.00	\$ 52,172.00	\$ 64,342.00		Audit
2015-2016	\$ 694,383.00	\$ 730,078.00	\$ (35,695.00)	\$ 63,823.00		Audit
2016-2017	\$ 647,085.00	\$ 604,587.00	\$ 42,498.00	\$ 25,793.00	\$ 2,663,015.00	Audit
2017-2018	\$ 668,883.00	\$ 594,133.00	\$ 74,750.00	\$ 26,939.00	\$ 59,129.00	Audit
2018-2019	\$ 663,128.00	\$ 659,377.00	\$ 3,751.00	\$ 25,000.00		Pre-audit
2019-2020	\$ 656,308.00	\$ 845,275.00	\$ (188,967.00)	\$ 25,000.00		Budget
TOTAL	\$ 7,957,067.00	\$ 8,151,462.00	\$ (194,395.00)	\$ 526,821.00	\$ 2,891,202.00	

Exhibit "C"

FY 2019/2020 Golf Fund Expenses	
Salaries - Administration	\$ 29,100.00
Benefits- Administration	\$ 15,175.00
Salaries - Operations	\$ 210,650.00
Benefits- Operations	\$ 101,500.00
Discharge Permit	\$ 2,500.00
Technical Consulting	\$ 15,000.00
Purchased Services	\$ 6,500.00
Utilities-Telephone	\$ 5,000.00
Utilities--Water/Sewer	\$ 3,000.00
Maintenance & Repair	\$ 58,000.00
Rentals	\$ 1,000.00
Construction - Cart Paths	\$ 2,000.00
Contract Services-Golf Pro	\$ 120,000.00
Contract Services-Temp Employee	\$ 500.00
Liability Insurance	\$ 8,100.00
Advertising/Promotion	\$ 4,000.00
Travel & Training	\$ 1,500.00
Operations Supplies	\$ 51,000.00
General/Admin Supplies	\$ 46,350.00
Energy	\$ 71,500.00
Books & Subscriptions	\$ 900.00
Depreciation Expense	\$ 92,000.00
Total	\$ 845,275.00

Golf Professional Breakdown	
Annual Salary	\$ 74,192.00
Asst Pro Salary	\$ 15,000.00
Golf Passes	\$ 3,000.00
Golf Cart Revenue	\$ 22,000.00
Inventory Purchase	\$ 5,808.00
Total	\$ 120,000.00

FY 2018/2019 Golf Fund Expenses	
Salaries - Administration	\$ 26,120.00
Benefits- Administration	\$ 13,350.00
Salaries - Operations	\$ 210,650.00
Benefits- Operations	\$ 100,800.00
Discharge Permit	\$ 2,500.00
Technical Consulting	\$ 5,000.00
Purchased Services	\$ 16,500.00
Utilities-Telephone	\$ 5,000.00
Utilities--Water/Sewer	\$ 3,000.00
Maintenance & Repair	\$ 54,500.00
Rentals	\$ 1,000.00
Construction - Cart Paths	\$ 2,000.00
Contract Services-Golf Pro	\$ 117,000.00
Contract Services-Temp Employee	\$ 1,000.00
Liability Insurance	\$ 8,100.00
Advertising/Promotion	\$ 4,000.00
Travel & Training	\$ 3,500.00
Operations Supplies	\$ 53,000.00
General/Admin Supplies	\$ 57,650.00
Energy	\$ 76,000.00
Books & Subscriptions	\$ 900.00
Depreciation Expense	\$ 90,000.00
Total	\$ 851,570.00

FY 2017/2018 Golf Fund Expenses	
Salaries - Administration	\$ 22,700.00
Benefits- Administration	\$ 11,850.00
Salaries - Operations	\$ 219,450.00
Benefits- Operations	\$ 98,800.00
Discharge Permit	\$ 2,500.00
Technical Consulting	\$ 5,000.00
Purchased Services	\$ 16,500.00
Utilities-Telephone	\$ 5,000.00
Utilities--Water/Sewer	\$ 3,000.00
Maintenance & Repair	\$ 54,500.00
Rentals	\$ 1,000.00
Construction - Cart Paths	\$ 2,000.00
Contract Services-Golf Pro	\$ 113,500.00
Contract Services-Temp Employee	\$ 1,000.00
Liability Insurance	\$ 8,100.00
Advertising/Promotion	\$ 1,000.00
Travel & Training	\$ 3,500.00
Operations Supplies	\$ 53,000.00
General/Admin Supplies	\$ 57,650.00
Energy	\$ 76,000.00
Books & Subscriptions	\$ 900.00
Depreciation Expense	\$ 90,000.00
Total	\$ 846,950.00

FY 2016/2017 Golf Fund Expenses	
Salaries - Administration	\$ 22,700.00
Benefits- Administration	\$ 10,450.00
Salaries - Operations	\$ 277,950.00
Benefits- Operations	\$ 112,150.00
Discharge Permit	\$ 2,500.00
Technical Consulting	\$ 5,000.00
Purchased Services	\$ 16,500.00
Utilities-Telephone	\$ 5,000.00
Utilities--Water/Sewer	\$ 3,000.00
Maintenance & Repair	\$ 54,500.00
Rentals	\$ 1,000.00
Construction - Cart Paths	\$ 2,000.00
Contract Services-Golf Pro	\$ 113,500.00
Contract Services-Temp Employee	\$ 1,000.00
Liability Insurance	\$ 8,100.00
Advertising/Promotion	\$ 1,000.00
Travel & Training	\$ 3,500.00
Operations Supplies	\$ 53,000.00
General/Admin Supplies	\$ 12,050.00
Energy	\$ 76,000.00
Books & Subscriptions	\$ 900.00
Depreciation Expense	\$ 66,547.00
Total	\$ 848,347.00

STIPULATED ABATEMENT ORDER

The City of Elko and the Owner, by and through Owner's attorney in fact, Mattison Armstrong, hereby agree and stipulate as follows:

1. Mattison Armstrong represents that she has a duly executed power of attorney for William J. Armstrong concerning this matter and has authority to act on his behalf and the City may rely thereon.
2. The City Council may summarily order the following without further opportunity to be heard by the Owner, William J. Armstrong (Owner), of the property located at 403 Pine St. in Elko, Nevada and the Owner waives his rights to have a hearing on this matter before the City Council and his substantive or procedural rights to contest any of the matters set forth hereafter.
3. The findings and conclusions of Investigation Memorandum by the Assistant City Manager, which are hereby incorporated herein as if fully set forth, are agreed to and confirmed by the parties and the property at 403 Pine Street (Property) is and shall be a declared a public nuisance as set forth therein and shall be subject to the abatement orders provided hereinafter.
4. Owner, due to limited resources, is unable to abate the nuisance and consents to the City abating the nuisance as provided hereinafter. Further, Owner consents to entry upon the property for purposes of inspections and activities required for abatement as outlined herein.
5. ORDERS and ABATEMENT MATTERS

A. STIPULATION AND ORDER OF ABATEMENT BY CITY

- i. Owner will have 60 days from today ("60-day time period") to find a potential Buyer for the property and enter into a purchase and sale agreement, or at a minimum a letter of intent, with the Buyer, and to remove any personal property, the risk of loss of personal property shall remain solely upon the Owner; the 60-day time period shall be conditional on the following:
 - a. Within seven (7) days from today, Owner will double chain and lock all gates and remove the awning over the carport to prevent entry onto the property.
 - b. If a Buyer cannot be ascertained within 30 days the City or its designee may thereafter enter upon the property for purposes of inspecting the property to determine the extent of damage to the property and necessary abatement actions, including but not limited to, a structural and/or asbestos and/or prohibited materials analysis to determine the necessary abatement procedure.
- ii. In the event the property is sold and transfer is completed within the 60-day time period, Buyer shall provide a comprehensive abatement plan to the City no later than 15 days from the close of sale. If the City objects to the Buyer's abatement plan, the City may bring the matter before the Council for approval or modification of the plan.
- iii. In the event the property is under acceptable contract within the 60 days, putative Buyer shall abate the nuisance as required by the City, but in no event shall abatement fail to be completed within 120 days from today or putative Buyer shall have obtained the appropriate building permits if the property is not to be demolished.
- iv. In the event a Buyer cannot be ascertained within the 60 day time period, the City may enter the property and conduct any abatement process that it deems appropriate in its

reasonable discretion without further notice to or authority from Owner as provided hereinafter:

- a. Upon commencing abatement pursuant to the City Plan, the City, through its various departments, shall have the authority to enter the property to abate or remove the nuisance as noted herein. In connection therewith, the City may enter the property and perform any further inspections and obtain or prepare reports necessary to determine the appropriate scope and nature of the action(s) necessary to abate the nuisance(s). The City may further order the Owner or other persons cease and desist from occupancy or any other presence or activities that may interfere with the abatement, take such actions as are deemed necessary to enforce such orders, take such action as necessary to prevent attractive nuisances to vagrants, criminals and children, provide for the shut-off of any utilities as deemed necessary, and take such further actions as are consistent herewith. Upon completion of said abatement, the departments shall file with the City Clerk a statement of costs to include the amount of work done expressed in hours, all expenses and costs incurred of any nature whatsoever, a description of the premises upon which the work was done, and the name of the person(s) chargeable with such costs and expenses. The City Council, at a regular meeting, will determine if said costs and expenses were proper and other matters appropriate in furtherance of placing a lien upon the Property and notice Robert Wines of the meeting to discuss the lien.
- v. Owner agrees to waive any and all claims against the City, its agents or employees concerning the same thereafter, including but not limited to notice, entry onto the premises, scope of abatement, removal of removal or personal property which continues to remain on the premises at that time, and abatement process and procedure. The parties agree to execute a formal agreement of the forgoing, if deemed necessary by the City, and understand and agree that the intent of this agreement shall be for the most extensive protection of the City.

B. LIEN FOR COST OF REMOVAL

The Council finds that the expenses and costs to the City, if any, of removing or abating the nuisance and conditions noted herein will be a lien upon the Property. Such lien will be perfected by sending by certified mail a notice of lien to the Owner to the last known address and by filing with the Elko County Recorder a statement by the City Clerk of the amount of expenses due and unpaid and describing the property subject to the lien.

C. EXTENT OF ABATEMENT

In abating the nuisance and other conditions noted above, the City may go to whatever reasonable and to the extent necessary to complete the abatement and should it be practicable to salvage any material derived from said actions, the City may sell the salvaged material at public sale for the best price obtainable and shall keep an accounting of such proceeds. Proceeds will be accounted for as set forth in ECC 5-1-10D, and offset against the lien amount.

D. ASSISTANCE AUTHORIZED AND UTILIZED

In abating the nuisance(s) stated herein, the Assistant City Manager is authorized to call upon any of the City Departments or divisions for whatever assistance deemed necessary or may by private contract cause the abatement.

E. FILING OF STATEMENT OF COSTS

The City will, within fifteen (15) days after the completing of the abatement actions, cause a statement of costs to be filed with the City clerk.

F. NOTICE OF ASSESSMENT

Upon receipt of the statement of costs, the City Clerk will provide, by certified mail or hand delivery, to the Owner, by delivery to Robert Wines, a notice of the amounts set forth in the statement, plus an additional amount sufficient to defray the costs of the notice and stating the costs of abating the nuisance is a lien upon the Property. This notice will be pursuant to ECC 5-1-11 and will state the full amount must be paid within twenty (20) days of the certified mail or hand delivery. If payment or objection is not received, the City Clerk shall perfect the lien and the procedures of ECC 5-1-11 will be followed. If objection is made by the Owner, the City Clerk will refer the decision for review by the Council at the next regular meeting.

G. COST COLLECTION

Nothing contained herein prevents the City from maintaining a lawsuit to collect the expense of abatement actions taken herein or the subsequent prosecution criminally of the Owner for maintaining a public nuisance.

H. SEVERABILITY AND ISSUANCE

If any portion of this order is found to be invalid or unenforceable, the remainder shall be enforceable and valid. By passage of this order by the Council at the meeting or hearing or any subsequent time, the Mayor is hereby authorized to sign this order on behalf of the City Council and to direct it to City Staff for further proceedings consistent herewith.

6. Notwithstanding anything to the contrary herein, the parties agree that any future notices to Owner concerning the matters herein may be served by regular mailing to Attorney Robert Wines by and shall be deemed served upon the date of mailing.
7. Owner waives any future NRS 241.033 or 241.034 notices concerning any meetings regarding the subject matters addressed herein.
8. Time is of the essence.
9. This Agreement shall be binding and inure to the benefit of the heirs, successors, and assigns of the Owner.
10. Ambiguities shall not be construed against the drafter.

IT IS SO STIPULATED, AGREED and ORDERED and DECLARED this ____ day of October 22, 2019.

MAYOR REECE KEENER for the ELKO CITY COUNCIL

ATTEST:

CITY CLERK, KELLY WOOLDRIDGE

OWNER:

By: Mattison Armstrong, as attorney-in-fact of William
J. Armstrong

Approved as to form and content:

Robert Wines, Esq.
Attorney for Owner