

# **AGREEMENT**

BETWEEN

**THE COUNTY OF WASHOE  
STATE OF NEVADA**

AND

**THE WASHOE COUNTY  
SHERIFF'S SUPERVISORY DEPUTIES  
ASSOCIATION**

**2005 – 2008**



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**AGREEMENT BETWEEN THE COUNTY OF WASHOE  
AND THE WASHOE COUNTY SHERIFF'S  
SUPERVISORY DEPUTIES ASSOCIATION**

**ARTICLE 1 - PREAMBLE**

This Agreement is entered into as of July 1, 2005, between the County of Washoe, Nevada, hereinafter referred to as the "County", and the Washoe County Sheriff's Supervisory Deputies Association, hereinafter referred to as the "Association." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, pursuant to the provisions of NRS 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

**ARTICLE 2 - RECOGNITION**

In accordance with the provisions of NRS 288, the County has recognized and does recognize the Association as the exclusive bargaining representative of those employees in a Supervisory/Administrative Unit, consisting of the current classifications:

Sergeant Deputy Sheriff  
Lieutenant Deputy Sheriff  
Captain Deputy Sheriff/Commander Deputy Sheriff

The parties recognize that other classifications may be added to the unit during the terms of this Agreement.  
(Revised 7-01-05)

**ARTICLE 3 - STRIKES AND LOCKOUTS**

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

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

**ARTICLE 4 - RIGHTS OF MANAGEMENT**

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

- (a) Direct its employees;
- (b) Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee, provided, however, that the County shall not transfer an employee as a form of discipline;
- (c) Relieve any employee from duty because of lack of work or lack of funds;
- (d) Maintain the efficiency of its governmental operations;
- (e) Determine the methods, means and personnel by which its operations are to be conducted, except for considerations of personal safety;

- (f) Take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- (g) Contract or subcontract matters relating to County operations, provided that such contracting or subcontracting shall not be entered into for the purpose of circumventing this Agreement;
- (h) Determine appropriate staffing levels and work performance standards, except for safety considerations; and
- (i) Determine the content of the workday, including without limitation workload factors, except for safety considerations.

Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain the functions of the County.

## **ARTICLE 5 - RIGHTS OF ASSOCIATION**

A. The Association President shall be allowed four hundred (400) hours paid time per contract year to accomplish general Association business as defined in Paragraph (b) below. The President may delegate use of said time to other Association officers. Additional release time may be approved by the Sheriff on a case-by-case basis.

B.

1. The Association may designate five (5) local Association representatives in addition to the officers above. The Association shall notify the Sheriff's Office, in writing, of the name of the representative and his/her jurisdictional area thirty (30) calendar days prior to the effective date of any such designation.

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

- (a) The investigation of a bargaining unit member's grievance or potential grievance;
- (b) Representation of a member/grievant at any step of the grievance procedure established herein;
- (c) Consultation with duly accredited representatives of the Association on matters involving the Association's relationship with the County; and
- (d) Attending County functions/meetings that have a direct impact on the Association.

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

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

## **ARTICLE 6 - NON-DISCRIMINATION**

A. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or

legitimate activity as required in this Agreement on behalf of the members of a negotiating unit, nor will the County encourage membership in another employee organization.

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

C. The provisions of this Agreement shall be applied equally to all covered employees without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, or political affiliation.

(Revised 1-01-01)

#### **ARTICLE 7 - WORK HOURS**

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

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

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

D. In the event that the Sheriff of Washoe County determines a ten (10) hour day, forty (40) hour workweek or a nine (9) hour day, eighty (80) hour work period is more beneficial to the department, such hours shall constitute a normal work day/work period. The parties hereby recognize that review of twelve-hour shifts is ongoing, and agree to incorporate by reference any subsequent Memorandum of Agreement executed between the parties during the term of the labor agreement.

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

(Revised 1-01-04)

#### **ARTICLE 8 - SHIFT/DAYS OFF BIDDING AND EXCHANGE OF SHIFTS/DAYS OFF**

A. Except as provided in paragraph c. below, employees, who are not on probation, shall be permitted to bid for shift/days off on the basis of seniority. Bidding shall take place consistent with the UNR schedule. The shift schedule shall be posted not less than fifteen (15) days prior to the effective date. The Sheriff may for reasonable and articulable operational needs reassign employees who hold bid shifts.

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

C. This provision shall not apply to employees in the following assignments.

**DETENTION**

- Courts Sergeant
- Classification Sergeant
- Training & Compliance Sergeant
- Alternative Incarceration Unit Sergeant
- Court Transportation Sergeant
- Court Services/AIU Lieutenant

**PATROL**

- Special Events Sergeant
- SAR Sergeant

**ADMINISTRATION**

- Administrative Sergeant assigned to Training Section
- Civil Sergeant
- Academy Lieutenant
- Administrations Lieutenant

**INVESTIGATIONS**

- Detective Lieutenant
- Detective Sergeant
- OPI Lieutenant
- OPI Sergeant
- FIS Sergeant

The above positions will only apply if a position is filled as a result of a competitive interview or test in which the supervisor voluntarily applied for the position. If a supervisor is administratively assigned to the position, he/she does not give up their right to bid for a shift.  
(Revised 7-01-05)

D. Employees may, upon approval of the Sheriff or his designee, exchange shifts or days off. Such approval shall not be unreasonably denied.  
(Revised 1-1-04)

**ARTICLE 9 - HOLIDAYS AND HOLIDAY PAY**

A. For purposes of this Article, "holiday pay" shall be defined as an increment of pay equal to eight (8) times hours at an employee's regular, straight time hourly rate.

B. Employees eligible for holiday pay shall receive same for those holidays prescribed in NRS 236.015 delineated as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr.'s Birthday)
3. Third Monday in February (Washington's Birthday)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Last Friday in October (Nevada Day)
8. November 11 (Veterans' Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day after Thanksgiving (Family Day)
11. December 25 (Christmas Day)

Any other day declared by the President to be a legal holiday or day of mourning when Federal, the State of Nevada and Washoe County offices are closed, or any day that is added to NRS 236.015 shall also be paid as holiday pay.

C. For employees regularly scheduled on an other-than-Monday-Friday work week, whenever one of these holidays falls on a non-work day, the previous or subsequent work day shall be observed as that holiday as determined by the Sheriff.

D. In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled work day before and the scheduled workday after the holiday.

E. When an employee eligible for holiday pay is required by order of the Sheriff to work during his/her regularly scheduled work hours on a holiday, he/she shall receive, in addition to his/her holiday pay either:

- (a) one and one-half (1-1/2) hours CTO for each hour or major fraction worked, up to a maximum of eight (8) hours; or
- (b) one and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked, up to a maximum of eight (8) hours.

For time worked beyond eight (8) hours on a holiday, an employee shall receive either:

- (a) two and one-half (2-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked beyond eight (8) hours; or
- (2) two and one-half (2-1/2) hours CTO for each hour or major fraction worked beyond eight (8) hours.

F. When an employee is called in to work on a holiday that falls on a day not regularly scheduled as part of his/her work schedule, he/she shall receive, in addition to his/her holiday pay either:

- (a) one and one-half (1-1/2) hours CTO for each hour or major fraction worked, up to a maximum of eight (8) hours; or
- (b) one and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked, up to a maximum of eight (8) hours.

For time worked beyond eight (8) hours on a holiday, an employee shall receive either:

- (a) two and one-half (2-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked beyond eight (8) hours; or
- (2) two and one-half (2-1/2) hours CTO for each hour or major fraction worked beyond eight (8) hours.

(Revised 1-01-01)

## **ARTICLE 10 - VACATION LEAVE**

A. Vacation Accrual for Full-Time Employees: For those full-time employees hired after ratification and implementation of this Agreement, each employee shall be entitled to forty (40) hours vacation leave credit on the first day of the pay period following the completion of six (6) months continuous County service. Thereafter, employees shall accrue vacation leave credit at the biweekly equivalent of the rates established below.

<u>Years of Continuous Service</u>	<u>Annual Vacation Earning Rate</u> <u>Hours Earned</u>
Less than one (1)	80 hours

One (1) but less than seven (7)	128 hours
Seven (7) but less than ten (10)	152 hours
Ten (10) or more	176 hours

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

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

B. Vacation Accrual for Part-Time Employees: On the first day of the pay period following the completion of six (6) months continuous service and thereafter, each part-time employee in the Sheriff's Office shall be allowed vacation leave credit prorated on the basis of the rates set forth above for full-time employees.

C. Vacation leave may be accumulated from year to year not to exceed two hundred forty (240) hours. Amounts in excess of two hundred forty (240) hours as of the end of the pay period encompassing December 31 shall be forfeited. Provided, if an employee, on or before October 15, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of two hundred and forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The Sheriff's obligation is only to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. *For example*, an employee on October 1 requests the use of forty (40) hours annual leave for the five (5) workdays preceding Christmas. The Sheriff may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave.

D. An employee shall be paid at his/her regular hourly rate for each hour of vacation leave time taken. Vacation leave shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation leave taken.

E. Vacation leave taken during a biweekly period shall be charged before vacation leave earned during that pay period is credited.

F. Choice of vacation leave dates shall be granted whenever practical but the operating requirements of the County, as determined by the Sheriff, shall prevail. When two or more employees assigned to the same shift or two or more employees assigned to a substation/remote assignment request annual leave for the same period of time, approval shall be granted as follows: 1) in the order in which requests are received; or, 2) in the event two or more requests are received at the same time, leave requests shall be approved in order of seniority in grade, provided the remaining employees are qualified to do the work.

G. Vacation leave shall not be granted in excess of the vacation credit earned.

H. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation leave earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation credit shall be prorated

for that pay period. Under no circumstances shall cash payment be made for accrued vacation while an employee is in regular employment status.  
(Revised 1-01-04)

## ARTICLE 11 - SICK LEAVE

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

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

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

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

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

When quarantined;

When receiving required medical or dental service or examination;

For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency requires the employee to remain at home with the child; or

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

C. In the event of a death in the employee's immediate family, he/she may use accrued sick leave not to exceed five (5) days if the death occurs within a distance of 400 miles, or seven (7) days if the death occurs at a distance of more than 400 miles, for each death. For this purpose "immediate family" means the employee's spouse, parents (including step), children (including step), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews, or corresponding relation by affinity and, if living in the employee's household, includes foster children and foster parents.

D. An employee requiring sick leave must, if required, provide the Sheriff with evidence of such need. For absences in excess of three (3) days, or cases of apparent abuse, the Sheriff may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.

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

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

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

(Revised 7-01-05)

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

I. Employees who use zero (0) to thirty-two (32) hours of sick leave from pay period #1 through pay period #26 (or pay period #27 for those years with 27 pay periods) each year shall receive twenty-four (24) hours of personal paid leave credit at the end of the first full pay period the following January. Employees who use thirty-three (33) to forty (40) hours of sick leave in the same period shall receive eight (8) hours of personal paid leave at the time specified above. Permanent part-time employees shall receive a prorated amount of personal paid leave at the same ratio as their regular work hours relate to a full-time work schedule. The personal leave must be used by the end of pay period #26, or #27 where applicable, and if not used will be forfeited. There will be no cash payment for personal leave that is not used. In order to receive this personal leave benefit an employee must be in a paid status (either working or on paid leave the entire calendar year).

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

(Revised 1-01-04)

K. The County agrees to continue efforts with PERS to gain authorization for the County to make the payment for accrued sick leave, per the qualifications and formula contained in this agreement, vacation and compensatory leave directly to PERS to purchase retirement credit on behalf of any employee who so elects, and the parties agree to implement said policy and incorporate it into the agreement upon such approval by PERS.

(Added 7-01-05)

L. Following ratification of the July 1, 2005 labor agreement, the parties agree to form a committee of management and association representatives to study options relating to issues

surrounding sick leave usage, sick leave incentive programs, paid time off, and other concepts and best practices utilized in these areas. The determination of the feasibility of implementation of such programs shall be reserved to negotiations of the successor labor agreement unless mutually accepted, ratified and approved by the respective employee associations and the Washoe County Board of County Commissioners.  
(Added 7-01-05)

## **ARTICLE 12 - JOB CONNECTED INJURIES**

A. In the event an employee is absent due to a service-connected disability which has been approved by the County's Claims Administrator, for a period not to exceed twelve (12) work weeks, (i.e., 480 hours), the employee may receive compensation as determined by the County's Claims Administrator plus that amount from the County which would cause the total amount received by the employee from both the County's Claims Administrator and the County to equal his/her salary at the time of his/her disability. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave or other forms of leave.

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

Upon the expiration of twelve (12) work weeks (i.e., 480 hours), if the employee is still unable to work, he or she may elect to utilize accrued sick leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statutes.

C. When accrued sick leave has expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave, accrued compensatory time and personal leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his/her sick and vacation leave, the employee shall receive compensation checks directly from the County's Claims Administrator and he/she shall be considered on a leave of absence without pay from the County.

(Revised 7-01-94)

## **ARTICLE 13 - SALARIES**

Every employee will be paid every other Friday with salary computed through the immediately preceding Sunday. The amount of pay shall be for the number of hours on duty or on authorized leave, or as otherwise provided for in accordance with the provisions of this contract. Salaries for each class title shall be paid in accordance with the Compensation Schedules attached hereto and thereby incorporated herein, as Exhibit A. The County shall continue to pay one hundred percent (100%) of the cost of the retirement contribution for the State of Nevada Public Employees Retirement System in accordance with NRS 286. Provided, should the contribution rate be modified and an offset to wage increases be provided pursuant to NRS 286, Exhibit A shall be adjusted accordingly.

Upon promotion, employees shall receive the beginning step or that step which provides at least a seven percent (7%) increase above the employee's base salary, whichever is greater. Upon completion of twelve (12) months in grade and annually thereafter, employees in the ranks of Sergeant, Lieutenant and Captain shall be eligible for a one (1) step increase on his/her anniversary date upon satisfactory job performance until the employee reaches the top step in his/her rank.

The salaries contained in Exhibit A reflect an increase of 3.5% effective July 1, 2005, 3.5% effective July 1, 2006, and 3.5% effective July 1, 2007. The 3.5% increase for July 1, 2005 shall be added to the rate effective on June 30, 2005 and shall not be reduced for the employee's portion of the PERS increase effective July 25, 2005.

The County shall pay retroactive pay to Supervisory Deputies who retired and began drawing PERS, and to the family of Supervisory Deputies who died between July 1, 2005 and the date the WCSSDA contract is approved by the Washoe County Commissioners.

(Revised 7-01-05)

Note: We agree that effective for the January 1, 2004 contract, Appendix A shall be calculated using the top step Sergeant rate as the base, to ensure a 7% differential for promotions to Lieutenant and Captain and to ensure 5% between steps within the Lieutenant and Captain classifications.

(Revised 1-01-04)

The parties further agree that effective for the July 1, 2005 contract, Appendix A reflects that the bottom step of each classification has been eliminated in the interest of providing an increased economic benefit to employees to promote.

(Added 7-01-05)

#### **ARTICLE 14 - OVERTIME, CALL-IN AND STANDBY PAY**

A. Overtime shall be defined as any time worked in excess of the normal workweek or the normal work shift. Time worked shall include sick leave, vacation, CTO, holidays, etc. The only exception to the overtime provision of being beyond the normal workweek is the CALL-IN provisions provided for in paragraph F of this article.

B. It is the policy of Washoe County that overtime shall be kept to an absolute minimum consistent with the basic functions and purposes of the Sheriff's Office. This section shall not be interpreted to restrict, in any fashion, the right of the Sheriff's office to require employees to work overtime as determined appropriate by management, subject only to the payment as required by Sections C or E of this Article.

C. Except as provided in Article 7, overtime pay for law enforcement officers shall be calculated on the following rates: One and one-half (1-1/2) times the employee's regular, straight time rate for each hour or major fraction thereof worked.

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

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

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

F. Call-in:

Any employee who is called in to duty during a time when the employee is not regularly scheduled to work, including court appearance, shall be paid at the rate of one and one-half (1-1/2) times for each hour so spent, on duty, but not less than two (2) hours for the period called to duty. The employee's duty time shall start when the employee actually reports for duty and ends when the employee is released from duty

G. Standby Time:

Standby time is defined as any time other than time when the employee is actually working, which has been specifically scheduled and directed by the Sheriff or his designee, during which the employee is restricted in order to be immediately available for call to duty. Standby time does not include any time where an employee carries a pager to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one-fourth (1/4) hour pay at the regular hourly rate for each one (1) hour period of standby. Telephone Work: when a bargaining unit member is contacted at home at the direction of, or when subsequently approved by, proper management authority, said employee shall be warranted in claiming such time spent engaged in work while on said telephone call, with a fifteen (15) minute minimum.

H. Compensatory Time Cash In:

Employees who terminate their employment shall be compensated their accrued compensatory time hours at their regular hourly rate. Effective with the ratification of the 1992 agreement the County has discontinued the practice of permitting employees to cash in compensatory time hours twice a year.  
(Revised 1-01-04)

## **ARTICLE 15 - LONGEVITY**

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

An employee who's review for purposes of eligibility was a probationary evaluation following promotion who is not rated standard or better and is therefore ineligible for the longevity payment will be paid their longevity payment retroactive to when it was due provided they successfully complete their promotional probation period.  
(Revised 7-01-05)

## **ARTICLE 16 - MEDICAL PLAN**

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

B. Insurance Negotiating Committee

1. Establishment, Purpose and Effective Date:

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

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

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

2. Composition of Committee:

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

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

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

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

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

3. Reopener:

In the event that this provision on the Insurance Negotiating Committee is not agreed to by all the employee organizations, the parties agree to reopen this article for negotiations during the term of this agreement.

C. Insurance Appeals Committee:

The Parties agree to the establishment of an Insurance Appeals Committee composed of one representative from each Association and representatives of the County. The Committee shall have authority to review and make decisions on appeals involving the payment of benefits under the County's Self-Funded Health Plan. Committee members shall serve without loss of pay or benefits.

D. Retiree Health Insurance:

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

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

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

(c) The County will pay 100% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of twenty (20) years of full-time County employment.

The payments specified in a, b, and c, above, will be made in accordance with and are subject to all applicable laws in effect at the time of the employee's retirement, and are contingent upon the employee being medically eligible to be reinstated into the County's Retiree Health Insurance Program if there has been a break in coverage under the County's Health Plan.

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

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

4. For those employees appointed into a position covered by this agreement on or after July 1, 1998, the County will not pay any portion of the premium associated with Retiree Health Insurance, unless the employee was eligible for this benefit prior to being appointed. Notwithstanding this section, the parties recognize the 2003 Nevada

Legislature passed legislation (AB286) that afford public employees of Nevada political subdivisions the opportunity to enroll, upon their retirement, in the Public Employees Benefit Program (PEBP) health insurance plan. The current legislation also obligates public employers of said retiree who enrolls in the plan to pay a portion of the medical premium on the retiree's behalf. In recognition of this statute, to the extent the County has liability for payment to the Public Employees Benefit Program (PEBP) on behalf of said employees upon their retirement, the County agrees, in lieu of making said payment to PEBP, to provide the payment on the retiree's behalf towards the medical insurance premium owed should they elect to remain in the County Retiree Health Plan. The parties acknowledge that the PEBP medical premium payment level is set annually by the State. The parties further recognize that the County's liability for any portion of the premium for said employees may be eliminated by subsequent legislative action. In the event the County's payment is eliminated by the State, the County agrees to continue the payment throughout the duration of the then-existing labor agreement to allow for negotiations of the subject.

(Revised 1-01-04)

#### **ARTICLE 17 - MEDICAL EXAMINATIONS AND PREVENTIVE HEALTH CARE**

Each employee shall receive a complete physical examination annually. Additionally, whenever an employee is exposed to carcinogenic materials or communicable diseases that have been verified by the Washoe County District Health Department or other appropriate medical authority, said employee shall receive appropriate examinations, and/or treatment.

Additionally, employees shall be permitted to receive Hepatitis-B vaccinations. Any employee who elects to receive this immunization and who then fails to comply with the medical guidelines of this immunization program shall have the expense of his/her immunization deducted from his/her pay.

#### **ARTICLE 18 - UNIFORM ALLOWANCE**

A. The County of Washoe shall pay to every employee a uniform allowance at the rate of two hundred dollars (\$200) per quarter, payable quarterly the first payday in April, July and October, and the last payday in December.

(Revised 7-01-05)

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

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

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

(Revised 7-01-98)

## ARTICLE 19 - UNIFORM ITEMS AND SAFETY EQUIPMENT

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

<u>UNIFORM ITEM</u>	<u>QUANTITY</u>	
	Patrol Officers	All Others
Cap (service)	1	1
Cap (ball style)	1	1
Cap badge	1	1
Cap rain cover (service)	1	1
Protective helmet	1	0
Duty jacket	1	1
Raincoat	1	0
Utility uniform	1	0*
Necktie	2	2
Tie bar	1	1
Shirt (long sleeve)	3	3
Shirt (short sleeve)	3	3
Breast badge	1	1
Name plate (last name only)	2	2
Trousers without stripes	3 pair	3 pair
Belt (uniform)	1	1
Belt (duty)	1	1
Handcuff case (double)	1**	0
Handcuff case (single)	2**	1
Handcuffs with keys	2	1
Baton ring	1	1
Baton	1	1
Ammunition (rounds)	50	50
Key strap	1	1
Flashlight holder	1	1
Rechargeable flashlight	1	0***
Non-rechargeable flashlight	0	1
Belt keepers	4	4
Identification card	1	1
Bullet resistant vest	1****	1****

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

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

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

\*\*\*\* In lieu of the standard issue vest, the employee may receive the current cost of the standard issue vest to be used toward the purchase of a Class III-A vest.

(Revised 7-01-91)

B. The County shall pay to each employee in the bargaining unit three hundred twenty-five dollars (\$325.00) toward the purchase of a weapon. Any weapon purchased must be approved by the Sheriff. The employee shall own the weapon and will be responsible to maintain and service the weapon. The employee must qualify with the purchased weapon as directed by the Washoe County Sheriff's Office.

This is a one-time payment by the County. Any employee who received a \$325.00 payment for the purchase of a weapon as a Deputy Sheriff and is promoted into a position covered by this agreement shall not receive a second payment of \$325.00 upon promotion.

(Revised 1-01-04)

## **ARTICLE 20 - COURT APPEARANCES**

A. From time to time employees shall be required to appear in judicial or administrative proceedings. When so required during an off-duty period, employees shall be compensated in accordance with the provisions of Article 14.

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

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

## **ARTICLE 21 - NIGHT SHIFT DIFFERENTIAL PAY**

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

No night shift differential shall be paid for overtime worked at either the beginning or the end of a shift unless the regular shift hours qualify for the night shift differential.

An employee who, at the direction of management, is reassigned from a bid shift eligible for differential to a shift which is not eligible for differential shall continue to receive night shift differential for the remainder of the shift bid excluding any reassignment for purposes of any type of training.

(Revised 7-01-94)

## **ARTICLE 22 - HAZARDOUS DUTY PAY**

Every employee who is assigned by the Sheriff to explosives handling duty and every employee certified and assigned as Narcotic Lab Detail shall, in addition to his/her regular pay, receive fifty dollars (\$50.00) per pay period hazardous duty pay.

Every member of the Hostage Negotiation Team shall be paid fifty dollars (\$50.00) per pay period.

Each S.W.A.T. team member shall be paid fifty dollars (\$50.00) per pay period.

Each member of the D.R.T. shall be paid fifty dollars (\$50.00) per pay period.

Each of the Motor/MAIT Sergeants and Lieutenants shall be paid fifty dollars (\$50.00) per pay period.

(Revised 1-01-04)

## **ARTICLE 23 - FIELD TRAINING OFFICER DIFFERENTIAL**

Sergeants assigned as FTO's shall receive a five percent (5%) differential while assigned duties specifically related to the formal supervisory Field Training And Evaluation Program for sergeants. Such differential shall be paid for the entire shift in which the FTO duties were performed during any part of said shift. This differential will be in addition to any other compensation provided in this Agreement. A Sergeant may not be assigned as an FTO unless he/she has completed an approved FTO school.

Sergeants assigned as PTO and DTO coordinators shall receive a five percent (5%) differential. (This differential will be in addition to any other compensation provided in any other Article of this Agreement, however, a Sergeant also performing as a FTO/DTO shall not receive an additional 5% for being the Coordinator.)

(Added 7-01-05)

## **ARTICLE 24 - DUES DEDUCTION**

The County agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deduction from their wages in writing, such membership dues as may be uniformly assessed by the Association. Such deductions shall continue for the duration of the Agreement, and shall be at no cost to the Association.

The remittance to the Association shall be forwarded to the Treasurer of the Association in not less than quarterly payments.

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

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

## **ARTICLE 25 - ASSOCIATION USE OF COUNTY BUILDINGS**

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

- A. Any such meeting held in or on County property shall be without cost to the Association.
- B. No such meeting shall be allowed to interfere with normal County activities.
- C. This provision is not a guarantee to the Association that County facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Association.

## **ARTICLE 26 - COPY OF CONTRACT**

The County will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided copies of the Agreement at the time of hire. The cost of reproducing this Agreement for distribution purposes shall be borne equally by the parties.

(Revised 1-01-04)

## **ARTICLE 27 - RESIDENT DEPUTY PAY**

Salaries paid to employees who are assigned as resident Deputies, regardless of Departmental rank, to the Incline sub-station, and who reside at Incline Village, Crystal Bay, Brockway, Kings Beach, Agate Bay, Carnelian Bay, Cedar Flats, Tahoe City or Tahoe Vista, shall be increased to two hundred and fifty dollars (\$250.00) biweekly, to compensate for increased cost of living. Salaries paid to employees who are assigned as resident Deputies, regardless of Departmental rank, to Gerlach shall be increased by seventy-five dollars (\$75.00) biweekly, to compensate for the remote assignment. A deputy assigned to a remote location for less than two (2) weeks will receive remote assignment pay on a prorated basis (Effective 7-01-97)

Effective 2004, and each year thereafter, the foregoing amounts shall be increased at the beginning of the first pay period in February equal to the annual percent increase in the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-U) for the prior calendar year. For February 2004, this increase equals 1.9%

Effective the first full pay period in January 2004, employees who are assigned as resident Deputies, regardless of Department rank, to the Incline sub-station who do not reside there shall receive fifty dollars (\$50) transportation allowance per pay period.

A Supervisor who is assigned as the commander to the Incline Village Sheriff's Office Substation is entitled to a salary increase equal to that of step 1 in the Captain pay scale. A supervisor who is promoted to Commander for the Incline assignment shall demote back to Lieutenant when he/she is no longer assigned to the Incline Substation. The pay increase will be paid from the date of assignment. The Lieutenant does not have to reside in Incline village in order to collect this benefit and is separate from the compensation for the increased cost of living.

(Revised 1-01-04)

## **ARTICLE 28 - COUNTY ORDINANCE PROVISIONS**

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

The provisions of this Article shall not apply to any additional or more extensive benefits enacted by the Board of Commissioners of Washoe County as part of a management compensation plan and any such benefits shall not accrue to the Washoe County Sheriff's Supervisory Deputies Association unless both parties mutually agree to incorporate such specific benefits into this Agreement. Additionally, the provisions of this Article shall not apply to any additional or more extensive benefits provided to employees of the Truckee Meadows Fire Protection District.

## **ARTICLE 29 - AMENDING PROCEDURE**

If either party desires to modify or change this Agreement it shall, no later than February 1 of any year, give written notice to the other party of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired, except that no amendments or modifications to this Agreement shall be made prior to July 1, 1995, except by mutual agreement of the parties or through the provisions of Article 41 herein. Any

amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon or awarded pursuant to the provisions of Chapter 288 of NRS shall become and be part of this Agreement, the effective date to be as mutually agreed. Any amendments that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

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

### **ARTICLE 30 - DISCIPLINE, SUSPENSION AND DEMOTION**

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

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

Nothing shall be used against an employee in a demotion, suspension or other disciplinary action unless the employee has been notified in writing.

An employee may appeal discipline, demotion, suspension or other forms of discipline through the Agreement's grievance procedure that shall be the exclusive remedy for the appeal of disciplinary actions.

(Revised 1-01-01)

### **ARTICLE 31 - DISCHARGE**

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

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

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

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

D.

1. An appointing authority may immediately suspend without pay, an employee pending discharge for gross misconduct or conduct which gives rise to a clear and present danger to public health and safety.

2. Notice of immediate suspension hereunder shall comply with the provisions of Paragraph B above and be served on the employee and the Association either personally or by posting by certified mail within twenty-four (24) hours of the effective time of suspension.

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

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

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

G. Either the employee or Association may protest the discharge, which protest shall be an appeal considered and processed in accordance with the Agreement's Grievance Procedure commencing at Step 3.

## **ARTICLE 32 - PROBATIONARY EMPLOYEES**

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

## **ARTICLE 33 - GRIEVANCE PROCEDURE**

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

### **I. GENERAL**

#### **A. Definitions**

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

3. Day: For purposes of this procedure, a day is defined as a calendar day.

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

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

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

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

## II. PROCEDURE

### STEP 1

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

### STEP 2

In the event the grievant is not satisfied with the Step 1 written response to the grievance, he may refer the grievance in writing to the Chief Deputy Sheriff in his chain of command within seven (7) days after receipt of the written response.

In the event there are intermediate levels of supervision between the supervisor with whom the grievance is filed and the Chief Deputy Sheriff, as appropriate to the grievant's chain of command, either the grievant or the supervisor with whom the grievance is filed may request an informal meeting between the grievant and the intermediate supervisor, to discuss the grievance in an effort to resolve the dispute. In the event such a request is made by either party for such a meeting, the time for the transmittal of the grievance to Step 2 of this procedure will not begin until such a meeting is concluded, with the grievance still unresolved. The Chief Deputy Sheriff shall render a decision in writing within seven (7) days after receiving the grievance.

### STEP 3

If the grievant is not satisfied with the decision rendered at Step 2, within fourteen (14) days of receipt of such decision, the grievant shall notify the Undersheriff in writing that he wishes to submit the matter to arbitration. The parties shall select an arbitrator from a list of

standing arbitrators mutually selected by the parties within 90 days of the decision rendered at Step 2.

### III. ARBITRATION

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

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

The expenses of arbitration, including the arbitrator's fee/costs and the expenses and costs of the arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense. The parties shall be considered as either the County and the Washoe County Sheriff's Supervisory Deputies Association or, if a grievant is representing himself, the County and the grievant(s).

(Revised 7-01-98)

#### **ARTICLE 34 - SAFETY AND HEALTH ADVISORY COMMITTEE**

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

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

(Revised 7-01-91)

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

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

#### **ARTICLE 35 - TRAVEL EXPENSE – PER DIEM**

A. When travel status is for a period of less than twenty-four (24) hours, meals shall be reimbursed individually at the actual cost, and may not exceed eight dollars (\$8.00) for breakfast, eight dollars (\$8.00) for lunch and sixteen dollars (\$16.00) for dinner. Receipts are required for each meal, and no reimbursement is allowed without a receipt.

B. When travel status is for a period of twenty-four (24) or more hours, reimbursement for meals shall be made at the fixed daily rate of thirty-two dollars (\$32.00) per twenty-four (24) hour period. No receipts are required to obtain reimbursement.

### **ARTICLE 36 - PHYSICAL MAINTENANCE PROGRAM**

The parties agree to institute a Physical Maintenance Program. Participation in this Program will be on a voluntary basis and the testing will occur annually.

The test and the standards utilized will be those developed by the Institute for Aerobics Research in Dallas, Texas except as provided herein. It will consist of five (5) parts: either a one (1) mile walk or one and one-half (1.5) mile run, sit and reach, one (1) minute sit-up-number, one (1) repetition maximum bench press and one (1) repetition maximum leg press. The standards for the one (1) mile walk will be those developed by Med-Tox for the County's Physical Abilities Test and the standards for the one and one-half (1.5) mile run will be the Single Standard General Population rather than those based upon age and sex.

Those employees who choose to participate in the annual testing of the Physical Maintenance Program and who achieve an average percentile score of 70 or above shall be entitled to an additional incentive pay of three percent (3%) until the annual retesting. In order to receive the additional incentive pay, an employee must achieve an average score of at least seventy percent (70%) with no individual score below the fortieth (40<sup>th</sup>) percentile. The average percentile score will be determined by using the percentiles, i.e., 40<sup>th</sup>, 50<sup>th</sup>, 60<sup>th</sup>, 70<sup>th</sup>, 80<sup>th</sup>, and 90<sup>th</sup> percentile, rather than the actual score. For example, if an employee scored an eighty-two (82) on one part, the eightieth percentile (80<sup>th</sup>) would be used for that part for computing the average.

(Revised 9-25-00)

### **ARTICLE 37 - PHYSICAL ABILITIES TEST**

Any employee hired after December 12, 1997, including those deputies graduating from the POST Academy on or after December 12, 1997, will be required to take and pass, on an annual basis, the four-part (4) Med-Tox Physical Abilities Test as a condition of continued employment. This test consists of hand grip; vertical jump; bend, twist and touch; and a one (1) mile walk. The one and one-half (1-1/2) mile run administered as part of the Physical Maintenance Program under Article 36 may be substituted in lieu of the one (1) mile walk. Reasonable accommodations will be made for the scheduling of the annual Physical Abilities Test due to temporary injuries or medical conditions that prevent the employee from taking the test on schedule. If an employee fails to pass the annual Physical Abilities Test, he/she will be retested in six (6) months and the employee must pass this second test in order to continue being employed. Employees required to take the Physical Abilities Test, upon passing, will qualify for the payment provided pursuant to Article 36 of this agreement and will not be offered or required to take the Physical Maintenance Test provided for in Article 36.

(Revised 1-01-04)

### **ARTICLE 38 - REDUCTION IN STAFF**

Whenever the County finds it necessary to reduce staff in the Supervisory Unit, the County shall determine in which classification(s)/rank(s) the reduction in force shall occur. The reduction shall be made in accordance with the following rules:

A. Reduction in staff shall be by classification/rank according to reverse order of seniority within the classification or rank.

B. An Employee who is subject to such reduction may displace the least senior employee in the next lower classification/rank in which they served. (i.e., Captain to Lieutenant; Lieutenant to Sergeant; Sergeant to Deputy.)

C. The County may, in order to provide necessary staffing as a result of a reduction in staff, reassign employees. When such reassignments are necessary, the County shall first seek volunteers for such reassignments. In the event of an insufficient number of volunteers, the County shall make mandatory reassignments according to reverse order of seniority within the classification or rank required for reassignment.

D. The name of each employee reduced in rank as a result of the reduction in staff shall be entered on a permanent Reinstatement List in order of seniority. No regular promotions shall be made until the Reinstatement List has been exhausted. No employee whose name is placed on the Reinstatement List shall be required to participate in any examination process or test designed to determine qualifications or fitness for promotion or assignment, in order to be reinstated to their former classification/rank.

E. The name of each employee reassigned as a result of the reduction in staff shall be entered on a permanent Assignment Reinstatement List. Employees shall be reinstated to their former assignments with volunteers first in order of seniority, followed by employees who were mandatorily reassigned in order of seniority. No regular reassignment shall be made until the Assignment Reinstatement List has been exhausted. No employee whose name is placed on the Assignment Reinstatement List shall be required to participate in any examination process or test designed to determine qualifications or fitness for promotion or assignment, in order to be reinstated to their former assignment, except for any drug testing that may be required for the assignment in the C.N.U.

F. Employees who are reduced in classification/rank as a result of a reduction in staff shall have their seniority restored to them upon reinstatement for all time they served in the lower classification/rank as if they had not been reduced in classification/rank, except that such time shall not count toward completion of the employee's probationary period.

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

#### **ARTICLE 39 - CONSOLIDATION REOPENER**

The County agrees to notify the WCSSDA at such time as the County and the City of Reno determine to pursue the matter of consolidating their respective Law Enforcement Operations.

In such an event, the parties agree to reopen the labor agreement for the purpose of negotiating over the impact such consolidation may pose for members of this Unit.

#### **ARTICLE 40 - DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE**

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave,

payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee, shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

(Revised 1-01-04)

#### **ARTICLE 41 - SAVINGS CLAUSE**

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

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

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

**ARTICLE 42 - DURATION OF AGREEMENT**

This Agreement shall take effect on July 1, 2005 through June 30, 2008, and shall be automatically renewed from year to year thereafter unless amended in accordance with Articles 29 and/or 39.

IN WITNESS WHEREOF, the County and the Association have caused this Agreement to be modified and the amendments hereto added this 8<sup>th</sup> day of November, 2005.

**FOR WASHOE COUNTY:**

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Bonnie Weber, Chairman  
Washoe County Commission

**WASHOE COUNTY SHERIFF'S SUPERVISORY DEPUTIES ASSOCIATION:**

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Lieutenant John Spencer  
WCSSDA President

NOTES:

- (1) An employee covered hereunder in the grades B005, B010, and B015 shall be eligible for an annual salary increase of 1 step on his or her anniversary date upon receiving a job performance evaluation of standard or above. The evaluation shall be pursuant to the provisions of the Washoe County Merit Personnel Ordinance.
- (2) Upon promotion, employees shall receive the beginning step of the salary grade or that step which provides at least a seven percent (7%) increase above the employee's base salary, whichever is greater.
- (3) Sergeants and Lieutenants currently assigned to the Detective Division, Narcotics Division and Forensic Investigation Section shall receive a salary increase of approximately ten percent (10%) during the period of such assignment.

**SHERIFF'S DEPUTIES COMPENSATION SCHEDULE  
SUPERVISORY/ADMINISTRATIVE UNIT**

**\*Effective 07/01/05**

CLASS TITLE	GRADE	STEP	HOURLY SALARY	BIWEEKLY SALARY	ANNUAL SALARY
Sergeant	B005	N/A	<i>See note</i>		
		2	32.65	2,612.00	67,912.00
		3	34.30	2,744.00	71,344.00
		4	36.02	2,881.60	74,921.60
Lieutenant	B010	N/A	<i>See note</i>		
		2	40.47	3,237.60	84,177.60
		3	42.48	3,398.40	88,358.40
Captain	B015	N/A	<i>See note</i>		
		2	47.73	3,818.40	99,278.40
		3	50.11	4,008.80	104,228.80

\*Reflects 3.5% Increase

Note: Effective 07/01/05 the bottom step of each classification was eliminated.

**\*Effective 07/01/06**

CLASS TITLE	GRADE	STEP	HOURLY SALARY	BIWEEKLY SALARY	ANNUAL SALARY
Sergeant	B005	N/A	<i>See note</i>		
		2	33.79	2,703.20	70,283.20
		3	35.50	2,840.00	73,840.00
		4	37.28	2,982.40	77,542.40
Lieutenant	B010	N/A	<i>See note</i>		
		2	41.89	3,351.20	87,131.20
		3	43.97	3,517.60	91,457.60
Captain	B015	N/A	<i>See note</i>		
		2	49.40	3,952.00	102,752.00
		3	51.86	4,148.80	107,868.80

\*Reflects 3.5% Increase

Note: Effective 07/01/05 the bottom step of each classification was eliminated.

**\*Effective 07/01/07**

CLASS TITLE	GRADE	STEP	HOURLY SALARY	BIWEEKLY SALARY	ANNUAL SALARY
Sergeant	B005	N/A	<i>See note</i>		
		2	34.97	2,797.60	72,737.60
		3	36.74	2,939.20	76,419.20
		4	38.58	3,086.40	80,246.40
Lieutenant	B010	N/A	<i>See note</i>		
		2	43.36	3,468.80	90,188.80
		3	45.51	3,640.80	94,660.80
Captain	B015	N/A	<i>See note</i>		
		2	51.13	4,090.40	106,350.40
		3	53.68	4,294.40	111,654.40

\*Reflects 3.5% Increase

Note: Effective 07/01/05 the bottom step of each classification was eliminated.

**EXHIBIT B  
CHAPTER 289 - PEACE OFFICERS**

**GENERAL PROVISIONS**

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

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

2. “Peace officer” means any person upon whom some or all of the powers of a peace officer are conferred pursuant to [NRS 289.150](#) to [289.360](#), inclusive.

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

(Added to NRS by 1983, 2096; A 1989, 1582; 1993, 2525; [1999, 182, 2424](#))

**RIGHTS OF PEACE OFFICERS**

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

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

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

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

(Added to NRS by 1983, 2098)

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

1. Determine his credentials for transfer to a specialized unit;
2. Prevent any conflict of interest which may result in any new assignment; or
3. Determine whether he is engaged in unlawful activity.

(Added to NRS by 1983, 2096)

**NRS 289.040 Limitation on placing unfavorable comment or document in officer’s file; right to respond; provision of copy of comment or document.**

1. No law enforcement agency may place any unfavorable comment or document in the file of a peace officer unless:

- (a) The officer has read and initialed the comment or document; or
- (b) If the officer refuses to initial the comment or document, a notation to that effect is noted on or attached to the comment or document.

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

3. A peace officer must be given a copy of any comment or document that is placed in his personnel file.

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

**NRS 289.050 Consequences of refusal to submit to polygraphic examination.**

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

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

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

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

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

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

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

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

(Added to NRS by [1999, 948](#))

**NRS 289.060 Notification and interrogation of officer if investigation could lead to punitive action.**

1. The agency shall, within a reasonable time before any interrogation or hearing is held relating to an investigation of the activities of a peace officer which may result in punitive action, provide written notice to the officer if practical under the circumstances.

2. The notice must include:

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

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

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

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

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

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

3. The agency shall:

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

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

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

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

**NRS 289.070 Investigation of allegation of misconduct; use of polygraphic examination in investigation.**

1. An investigation of a peace officer may be conducted in response to an allegation that the officer has engaged in activities which could result in punitive action. The officer against whom the allegation is made may, but is not required to, submit to a polygraphic examination concerning such activities.

2. A person who makes an allegation against an officer pursuant to subsection 1 may not be required to submit to a polygraphic examination as a condition to the investigation of his allegation, but may request or agree to be given a polygraphic examination. If such a person requests or agrees to be given a polygraphic examination, such an examination must be given.

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

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

(Added to NRS by 1983, 2097; A 1989, 1582; [2001, 1663](#))

**NRS 289.080 Right to presence of attorney or other representative; confidential information; disclosure; punitive action by law enforcement agency prohibited; record of interrogation or hearing.**

1. Except as otherwise provided in subsection 2, a peace officer may upon request have a lawyer or other representative of his choosing present with the peace officer during any phase of an interrogation or hearing.

2. The representative must not otherwise be connected to, or the subject of, the same investigation.

3. Any information that the representative obtains from the peace officer concerning the investigation is confidential and must not be disclosed except upon the:

- (a) Request of the peace officer; or
- (b) Lawful order of a court of competent jurisdiction.

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

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

- (a) Stenographic transcript of the proceedings; or
- (b) Recording on the magnetic tape.

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

**NRS 289.090 Investigation concerning alleged criminal activities.** The provisions of [NRS 289.060](#), [289.070](#) and [289.080](#) do not apply to any investigation which concerns alleged criminal activities.

(Added to NRS by 1983, 2098)

**NRS 289.100 Limitations on application of chapter.**

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

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

(Added to NRS by 1983, 2098)

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

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

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

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

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

(a) If he determines that improper governmental action did occur, may prosecute the violation.

The Attorney General may prosecute such a violation if the district attorney fails or refuses so to act.

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

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

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

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

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

(Added to NRS by 1991, 2212)

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

(Added to NRS by 1991, 2213)