AGREEMENT BETWEEN CHURCHILL COUNTY
AND THE
CHURCHILL COUNTY SHERIFF'S DEPUTIES ASSOCIATION, INC.
(DEPUTIES' UNIT)
FISCAL YEARS 2016-2018

This Agreement is entered into by and between Churchill County, Nevada, hereinafter referred to as the "County", and the Churchill County Sheriff's Deputies Association, Inc., hereinafter referred to as the "Association" and is made with reference to the following facts:

RECITALS

A. The County is engaged in furnishing public services which are essential to the health, safety and welfare of the population of the City of Fallon in the County of Churchill;

B. The County and the Association have a high degree of responsibility to the public in so serving the public without interruption of an essential service;

C. The County and the Association recognize this mutual responsibility, and have entered into this agreement as an instrument and means of maintaining the existing harmonious relationship between the County and the Association, and with the intention and desire to foster and promote sound, stable and peaceful labor relations between the County and the Association;

D. The County and the Association recognize that this agreement is not intended to modify any of the discretionary authority vested in the County or the Churchill County Sheriff by the statutes of the State of Nevada; and,

E. The parties have reached an understanding concerning certain matters and have caused this understanding to be set out in this Collective Bargaining Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

RECOGNITION AND PROBATIONARY PERIOD

A. Deputies Bargaining Unit. In accordance with the provisions of Chapter 288 of the Nevada Revised Statutes, the County recognizes the Association as the exclusive bargaining representative of those employees in the Deputies Bargaining Unit.

The Deputies Bargaining Unit shall consist of all employees assigned to the following classifications, excluding temporary, seasonal, and part-time employees and confidential, supervisory, and administrative employees as defined in NRS 288.170.6, NRS 288.075, and NRS 288.025 which shall be excluded from the unit:

1) Corporal
2) Deputy Sheriff, Detention
3) Deputy Sheriff, Patrol
4) Investigator

As used in this Agreement the term "employee" refers to employees in the Deputies bargaining unit.

B. Probationary Period. The first twelve (12) months of employment of any employee shall be regarded as a probationary period to be utilized for observing the employee's work, for securing the most effective adjustment of the employee to his position and for removing any employee whose performance does not meet the required work standards. During the probationary period, employees may be dismissed without cause or right of appeal. Probationary employees shall be a part of the bargaining unit during their period of employment and the provisions of this agreement shall apply to probationary employees subject to the following conditions and limitations. The discharge and disciplinary procedures set forth in Article 11 of this agreement shall not apply to probationary employees. Upon expiration of a probationary period of any employee, the Sheriff shall give the County Board a statement concerning the employee's performance during the probationary period and his recommendations concerning continued employment of the employee. An employee not recommended for continued employment at the end of his probationary period may be immediately terminated without recourse to the discharge and disciplinary procedures or the grievance procedures set forth in Articles 11 and 12 of this agreement.

Annual leave and sick leave shall accrue to the employee during the probationary period. Sick leave may be used during the first six (6) month period and thereafter. Annual leave shall not be used until after six (6) months of continuous employment. If employment is terminated during any employee's probationary period, no unused sick leave, annual leave, or other benefits shall be due them. Probationary employees shall not be entitled to leaves of absence or other leave except in the case of an emergency with the approval of the Sheriff.

An employee who is promoted to a new position within the bargaining units covered by this agreement shall be on probation for a period of twelve (12) months for evaluation, during which time the Sheriff, at his sole discretion, may retain the employee in the new position or demote the employee to the employee's former position if the Sheriff determines the employee does not meet the required work standards. During the probationary period, an employee may be demoted without cause or right to appeal.

ARTICLE 2

NO STRIKE CLAUSE

The Association agrees not to and will not promote, sponsor, or engage in, against County, any strike, slow down, interruption of operation, stoppage, absence from work upon any pretext or excuse not founded in fact, or any intentional interruption of the business of the Sheriff's Department or 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.

ARTICLE 3

NONDISCRIMINATION

The parties 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 refusal to join the Association.

ARTICLE 4

COMPENSATION

A. Salary Schedule. Commencing July 1, 2015 through June 30, 2016 the gross compensation to employees covered by this agreement shall be in accordance with the salary schedule attached hereto as Exhibit A and incorporated herein by this reference, representing a 6.0% increase in the first and top steps of the range over the prior year. Commencing July 1, 2016 through June 30, 2017 the gross compensation to employees covered by this agreement shall be in accordance with the salary schedule attached hereto as Exhibit B and incorporated herein by this reference, representing a 2.5% increase in the first and top steps of the range over the prior year. Commencing July 1, 2017 through June 30, 2018 the gross compensation to employees covered by this agreement shall be in accordance with the salary schedule attached hereto as Exhibit C and incorporated herein by this reference, representing a 2.5% increase in the first and top steps of the range over the prior year. Employees will be placed on the same step in the new range as they occupied in the range for the previous fiscal year.

1. Upon entering service, an employee shall receive compensation at the minimum salary range of the job classification for which he was hired; provided, however, when economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate that a higher rate would be in the best interests of the County, the County may authorize hiring at a rate above the minimum for the job classification for which the employee is being hired.

2. When an employee is reclassified to a higher pay range he will be placed on the lowest step that provides at least a five percent (5%) increase over the salary last received. When an employee is reclassified to a position on a lower pay range he shall be placed on the same step in the new pay range he held prior to reclassification. In the event that the new range has fewer steps than the old range, he cannot receive a salary greater than the top of the new pay range to which he is assigned. The reassignment of an employee from Deputy Sheriff, Detention to Deputy Sheriff, Patrol, shall not be considered a reclassification entitling employee to at least a five percent (5%) increase pursuant to this subparagraph. An employee moving from the jail to patrol shall remain on the same step in the new pay range, without a minimum five percent (5%) increase.

3. Employees assigned to the Jail who possess a Category 1 POST Certificate and who have completed their initial one year probationary period shall be paid as a "Deputy" under the salary schedule. Employees assigned to the Jail who do not possess a Category 1 POST Certificate or who have not completed their initial one year probationary period shall be paid as a "Detention Deputy" under the salary schedule. The Association acknowledges and agrees that the County has a reserved management right to

freely assign its employees pursuant to NRS 288.150.3. Employees may be freely assigned to patrol, detention or other duties as deemed necessary or appropriate by the Sheriff or his designees. The temporary assignment to patrol duties shall not entitle employees to any additional compensation nor shall it be considered a reclassification requiring extra pay pursuant to Article 4 A.1. of the agreement.

4. Deputies who are assigned to the Department's Investigations Unit and are not advanced to the position of Corporal or higher shall be paid at the Investigator/Corporal pay range for the duration of the assignment to Investigations. Placement on the Investigator/Corporal pay range will be on the lowest step that provides at least a 5% increase over the salary previously received. If the Deputy transfers out of Investigations, s/he will return to the Deputy pay range, at the highest step that provides at least a 5% decrease below the salary previously received.

5. The salary schedules set forth in Exhibit A represent a compensation plan for each classification governed by this agreement, which provides for a range of compensation for each such classification and for annual merit step increases based upon a combination of years of service and satisfactory or better job performance. If, due to budgetary constraints, the County deems it necessary to delay implementation of merit step increases for all employees of Churchill County, merit step increases for Association employees will be delayed for the same time period as the rest of Churchill County employees.

B. Overtime Pay. An employee shall be entitled to overtime pay for overtime work at the rate of one and one-half (1 1/2) times his straight time rate of pay. Straight time rate of pay shall include shift differential, for those overtime hours worked during the shift differential time periods as outlined in Article 4, Paragraph D of this Agreement. The overtime shift differential pay percentage will be based on the actual time of day and shift the employee worked the overtime. Such employee shall have secured prior approval for overtime work from his immediate supervisor. If properly authorized, the following shall be considered overtime work.

1. Time actually worked by an employee in excess of eight (8) to ten (10) consecutive hours (depending on an employee's regularly scheduled hours of work) at his straight time rate of pay in a calendar work day, unless otherwise agreed by County and employee; or,

2. Time actually worked by an employee in excess of forty (40) hours at his straight time rate of pay in a calendar week.

3. Paid time off due to holidays, vacation, sick or other paid leaves is to be included as "time actually worked" in computing the eight (8) to ten (10) hours per day or forty (40) hours per week requirement.

C. Holiday Pay. A full-time qualified employee not working on a holiday (as defined in Article 7 of this agreement) shall receive eight hours of regular straight time pay if he is on paid leave status or works all of his last scheduled shift preceding the holiday and is on paid leave status or works all of his first scheduled shift following the holiday.

1. An employee is "qualified" for holiday payment when the holiday is observed on a day which is part of the employee's five day work week.

2. An employee who is scheduled to work on the holiday but fails to report for work and is unexcused shall receive no payment for the holiday.

3. Holiday pay shall not be given for holidays which occur during a leave of absence; however, compensatory time off will be given on a one to one ratio for holidays which occur on a regular day off, but will not be given for holidays which occur during a leave of absence. Said compensatory time off shall be set at the discretion of the Sheriff. If an employee is unable to take the compensatory time off within the pay period in which the holiday falls, then employees shall be entitled to convert the compensatory time off into annual leave subject to the terms and conditions of Section 8 of this Agreement.

4. In no case shall holiday payment and any other premium or overtime payment be made for the same time period worked.

5. If an employee works on an authorized holiday, the employee shall be paid one and one-half times his basic straight time rate of pay for time worked on authorized holidays, in addition to his straight time holiday pay.

D. Shift Differentials. Employees who work a shift other than the day shift as defined in Article 5 below shall receive the following shift differentials:

1. Employees who work swing shift as defined in Article 5 below shall receive a shift differential equal to five percent (5%) of base pay for such applicable shift.

2. Employees who work relief shift as defined in Article 5 below shall receive a shift differential equal to seven percent (7%) of base pay for such applicable shift.

3. Employees who work graveyard shift as defined in Article 5 below shall receive a shift differential equal to nine percent (9%) of base pay for such applicable shift.

E. Standby Time. Standby time is defined as any time other than 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 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 Two Dollars ($2.00) per hour.

F. Training Expenses. The Sheriff, in his discretion, may authorize employees to attend additional training programs relevant to their work. The County agrees to pay up to Five Hundred Dollars ($500.00) per employee, per fiscal year, to be utilized for expenses occasioned by additional training approved by the Sheriff. Unused training money for an employee shall be carried over into the next fiscal year, to a maximum of One Thousand Dollars ($1,000.00). An employee shall not be allowed to accrue more than One Thousand Dollars ($1,000) in his/her training "account". Upon an employee's request, said employee shall be notified of the amount of money available in his/her training account. An employee terminating his employment within one hundred eighty (180) calendar days after attending a training program for which any reimbursement was received shall have the total amount of such reimbursement deducted from his final pay check.

G. Incentive Pay

1. Training Officer. Training Officer duty shall be performed by Deputies designated in writing as temporary FTOs and/or by employees of the rank of corporal. Those Deputies who are designated, in writing, as a Field Training Officer (FTO) will receive a five percent (5%) pay increase for the hours actually worked while acting in the capacity of FTO. Said FTO pay is paid only when providing training to full-time employees of the department and does not apply to reserves, volunteers, or other non-full-time employees of the department.

2. Acting Pay. An employee assigned to Patrol who is assigned in an acting capacity to work in a higher job classification than the employee's permanent classification for at least one full eight-hour shift or longer shall be paid an additional three percent (3%) for the hours actually worked in the higher job classification.

3. Educational Incentive.

a. Basic Level. Employees who possess a Nevada P.O.S.T. Intermediate Certificate or a Certificate equal to 30 credits from an accredited institution shall be compensated with an annual bonus payable on December 1 of each year in the amount of One Hundred Fifty Dollars ($150.00).

b. Intermediate Level. Employees who possess a Nevada P.O.S.T. Advanced Certificate or an Associate's degree from an accredited institution shall be compensated with an annual bonus payable on December 1 of each year in the amount of Two Hundred Fifty Dollars ($250.00).

c. Advanced Level. Employees who possess a Nevada P.O.S.T. Management Certificate or a Bachelor's degree from an accredited institution shall be compensated with an annual bonus payable on December 1 of each year in the amount of Three Hundred Fifty Dollars ($350.00).

4. Instructor Incentive. Employees who are qualified instructors who actively teach the classes during the year shall be compensated with an annual bonus payable on December 1 of each year in which they are so qualified in the amount of One Hundred Dollars ($100.00). The qualified instructor positions are as follows: Range Master/Less Lethal, FACTS (First Aid, CPR, BB Pathogens, AED), D.A.R.E., Defensive Tactics/Impact Weapons, Radar, E.V.O.C. (Emergency Vehicle Operations Course), Search and Rescue Liaison Officer, and Reserves Liaison Officer.. The instructor incentive is limited to one One Hundred Dollar ($100.00) payment per employee, regardless of the number of classes or positions taught by that employee. The Sheriff makes the final determination on individual instructor incentive payments, which shall not be subject to appeal or grievable.

5. Bilingual Incentive – Employees who are bilingual in Spanish and English and whose skills are actively utilized by the Department shall be compensated with an annual bonus payable on December 1 of each year in which they are qualified in the amount of Three Hundred Dollars ($300.00). Employees must pass an American Council on the Teaching of Foreign Languages (ACTFL) speaking test – at the Intermediate – High Level in order to qualify for the Bilingual Incentive. If a majority of the employees who actively utilize Spanish are unable to certify at the Intermediate – High Level, the County will consider reducing the certification level to a lower level.

6. Cardiac Wellness Incentive.

a. Low Risk Factor. Employees who are classified as a Low Risk Factor (one (1) red light or less under the Specialty Health Big 5 System) in their most recent annual heart-lung physical or a LDL P count of 1000 or less shall be compensated with an annual bonus payable on March 1st of each year in the amount of Two Hundred Fifty Dollars ($250.00).

b. Moderate Risk Factor. Employees who are classified as a Moderate Risk Factor (two (2) red lights under the Specialty Health Big 5 System) in their most recent annual heart-lung physical or an LDL P count of 1300 or less shall be compensated with an annual bonus payable on March 1st of each year in the amount of One Hundred Dollars ($100.00).

c. Big 5 Factor Improvement Incentive. In addition to the annual bonus payment above in a. and b., employees will be compensated with a forty dollar ($40.00) bonus for each red light factor that moves to a yellow light and a twenty five dollar ($25.00) bonus for each yellow factor that moves to a green light during the year based on the most recent annual heart-lung physical. If an employee's Big 5 factors worsen, the following will ensue: for each yellow factor that goes to red, a reduction of forty dollars ($40.00), for each green factor that goes to yellow, a reduction of twenty five dollars ($25.00. If the net effect of the Big 5 Factors is negative, it would reduce the amount of the cardiac wellness incentive in a. and b. above. If the net effect of the Big 5 Factors is positive, it would increase the amount of the cardiac wellness incentive in a. and b. above. In no situation would the cardiac wellness incentive be less than zero. The County Comptroller's Office will be provided with incentive information from Specialty Health as an overall score: Low Risk, Moderate Risk and High Risk, as well as the number of green, yellow and red lights per employee to be used to make the payment. Actual medical results will not be provided for the incentive payments.

d. Employees are not required to participate in the Cardiac Wellness Program in order to obtain the incentive payments.

7. Task Force Incentive. Deputies who are assigned to the North Central Narcotics Task Force (Task Force) shall be paid an additional five percent (5%) to be added to his/her base pay for the duration of the assignment to Task Force. When the Deputy is returned back to Patrol or Detention s/he will no longer receive the five percent (5%) incentive pay.

H. Body Armor. The County will advance up to One Thousand Dollars ($1,000.00) to reimburse employees for the cost of purchasing body armor that they intend to wear while on duty. The amount advanced by the County will be deducted in equal installments, without interest, from the employee's paychecks over the 18 months following the advance of funds by the County. If the employee is terminated from employment for any reason before the full amount of the advance is repaid, then the unpaid balance shall be deducted from the employee's last pay check. The County may establish policies to effectuate this reimbursement plan. Once the employee has repaid the full amount of the advance to the County, s/he shall be immediately eligible to apply for a new advance of funds (i.e. Body Armor, Firearms, Computer, etc.). Employees will only be eligible for one advance at a time.

I. Firearms. The County will advance up to One Thousand, Five Hundred Dollars ($1,500.00) to reimburse employees for the cost of purchasing any weapon and/or related accessory that is approved for use by the Sheriff's Office. The amount advanced by the County will be deducted in equal installments, without interest, from the employee's paychecks over the 18 months following the advance of funds by the County. The amount advanced will be similar to the Body Armor program, where the County advances the

whole amount first and then the deductions will take place. The employee must present receipts to the Comptroller's Office within thirty (30) calendar days after the advance as proof of the purchase of the weapon and/or accessory. Failure to present the receipt within thirty (30) calendar days will result in the County deducting the loan amount from the employee's next scheduled paycheck. If the employee is terminated from employment for any reason before the full amount of the advance is repaid, then the unpaid balance shall be deducted from the employee's last pay check. The County may establish policies to effectuate this reimbursement plan. Once the employee has repaid the full amount of the advance to the County, s/he shall be immediately eligible to apply for a new advance of funds (i.e. Body Armor, Firearms, Computer, etc.). Employees will only be eligible for one advance (i.e. Body Armor, Firearms, Computer, etc.) at a time.

ARTICLE 5

HOURS OF WORK

The following provisions are intended to define the normal work week and hours of work and shall not be construed as a guarantee of the number of hours worked per day or the number of hours worked per week, or the number of days worked per week. The Sheriff or designee shall determine the hours of work and the work schedules of the employees. The Sheriff or designee may designate alternate work weeks or other work schedules when the County operations make such designations desirable.

A. A shift shall consist of eight (8) to ten (10) hours (depending on an employee's regularly scheduled hours of work) unless otherwise agreed upon by County and employee.

B. The normal work week shall consist of forty (40) hours within a calendar week.

C. A day shift is a shift starting at or after 6 a.m. and prior to 2 p.m.

D. A swing shift is a shift starting at or after 2 p.m. and prior to 6 p.m.

E. A relief shift is a shift starting at or after 6 p.m. and prior to 10 p.m.

F. A graveyard shift is a shift starting at or after 10 p.m. and prior to 6 a.m.

G. Employees shall be granted a reasonable meal period during their assigned shift, at the discretion of the shift supervisor; provided, however, that the employee will remain accessible by radio or telephone to take calls as required.

H. Furloughs. If, due to budgetary constraints, the County deems it necessary to implement unpaid furloughs for all employees of Churchill County, said furloughs will apply to all Association employees and will be implemented in accordance with furlough policies that are established by the Board of County Commissioners. Should furlough days be necessary, the parties will meet and confer to discuss the issue.

ARTICLE 6

UNIFORMS

A. Each employee shall be paid One Thousand Five Hundred Dollars ($1,500.00), annually, for the acquisition of uniforms and equipment, and the maintenance of uniforms. The sum shall be paid in monthly installments of One Hundred Twenty-Five Dollars and Zero Cents ($125.00) per month on the last pay period of the month. This amount will be prorated for employees who only work part of a month.

1. In addition to paragraph A above, upon employment a new employee shall receive a one-time uniform allowance in the amount of Three Hundred Fifty Dollars and Zero Cents ($350.00) for the initial acquisition of uniforms and equipment. Said payment will be made to the employee within the employee's first 30 calendar days of employment.

2. In addition to paragraph A above, employees who are covered by the bargaining agreement who are currently employed by the Churchill County Sheriff's Office on July 1, 2015 shall receive a one-time uniform allowance in the amount of Three Hundred Fifty Dollars and Zero Cents ($350.00). Said payment shall be made to eligible employees by July 15, 2015.

B. All employees are expected to report for work in a clean and neat uniform. Failure to be so attired shall result in the individual being directed to return home to change uniform. The time required for such change of uniform shall be excluded in the calculation of the individual shift time.

C. All uniforms, service weapon, flashlights, badges, and other equipment provided by the County are deemed to be County property and shall be returned to the Sheriff's Department upon termination of employment.

D. All tools/safety equipment purchased by the employee in order to perform his/her duties will remain the property of said employee.

E. Should the County require a complete change of uniform, including different types of both shirts and trousers, or either shirts or trousers, the County shall furnish one complete summer and winter issue.

F. If an article of clothing is damaged in the line of duty, the employee shall immediately notify his or her shift supervisor and request the replacement of such item. The Sheriff or Undersheriff may refuse to replace the item if he determines that the damage occurred as a result of the employee's own negligence.

G. If an employee's watch or eye glasses are damaged in the line of duty, he or she shall immediately notify the shift supervisor. Unless the Sheriff or Undersheriff determines that the damage occurred as a result of the employee's own negligence, and upon presentation of a receipt showing the replacement cost, reimbursement shall be as follows:

1. Watches. The amount of the reimbursement for damaged watches shall be equal to the face amount of the receipt or Sixty Dollars ($60.00) whichever is less.

2. Glasses. The amount of the reimbursement for nonprescription glasses shall be equal to the face amount of the receipt or One Hundred Dollars ($100.00), whichever is less. The amount of the

reimbursement for prescription glasses shall be equal to the face amount of the receipt or Three Hundred Dollars ($300.00), whichever is less. Employees must present the actual receipt for the replacement glasses within 30 days of receiving the reimbursement. Failure to do so will result in employee having the reimbursement deducted from his/her paycheck.

H. Donning and Doffing of Uniforms. The Association and the County agree that the donning and doffing of uniforms is not required to be done at work and is considered to be de minimis time, thus there is no compensation for said donning and doffing.

ARTICLE 7

HOLIDAYS DEFINED

A. As used in this agreement the term "holidays" shall include all legal holidays defined in the Nevada Revised Statutes and any day that may be appointed by the President of the United States or the Governor of the State of Nevada for public feast, mourning, thanksgiving or holiday.

B. When a holiday falls within an employee's vacation period, when he would otherwise normally have received a day off, that person shall receive another day off in its place.

C. If a holiday falls upon a Sunday, the Monday following shall be observed as a legal holiday. If the holiday falls on a Saturday, the Friday proceeding shall be observed as the legal holiday.

D. Employee's must either be on a paid leave status or work the entire working day before and the entire working day after the holiday in order to receive payment for that holiday.

E. Holiday pay will be paid on the date of the actual holiday, not when the County observes the holiday, except in the case where the County observes the holiday on the date of the actual holiday. Pay for the actual holiday will be limited to New Year's Day (January 1), Independence Day (July 4), Veterans' Day (November 11), and Christmas Day (December 25).

ARTICLE 8

ANNUAL LEAVE

A. Eligibility. All employees covered by this agreement are eligible for annual leave credit as follows:

Years of Service	Days* (Hours) Accrued Per Month		Maximum Days* (Hours) Accrued Per year		Hours Max. Days* Carryover	
	Days	Hours	Days	Hours	Days	Hours
1-5	1	8	12	96	30	240
6-10	1 1/2	12	18	144	30	240
11-15	1 3/4	14	21	168	30	240
16-24	2	16	24	192	30	240

25-up	2 1/4	18	27	216	30	240

B. Time When Annual Leave Shall be Taken; Limit on Accrual.

1. The time when annual leave shall be taken shall be determined by the Sheriff after considering the needs of the department, seniority and wishes of the employee. The Sheriff shall establish work and annual leave schedules with first consideration to be given to the efficient operation of the department. Senior employees in terms of continuous service shall be given annual leave schedule preference.

2. Annual leave may be taken as accrued or accumulated. Unused annual leave not exceeding the above-maximum yearly carryover may be carried over into the following calendar year. Unused annual leave not exceeding the above-maximum yearly carryover may be carried over into the next calendar year. Anything in excess of the above-listed maximum yearly carryover on December 31 of each calendar year shall be forfeited. Annual leave shall not be granted in excess of the annual leave credits previously earned.

3. Appointed officers or employees who have at least six (6) months eligible service who subsequently leave the employment of the County, in good standing, after proper notice, are laid off or retire, shall be paid for all accumulated annual leave at the appropriate prorata amount per month based upon the length of service or as provided in subsection A. above. Employees with less than six (6) months eligible service shall not be paid for accrued leave.

4. Annual leave is granted for the purpose of employee recreation and no employee shall be permitted to waive annual leave for the purpose of receiving double pay. When an employee is not working because of illness or injury and has exhausted his sick leave, he may, at the discretion of the Sheriff, be permitted to draw his annual leave in lieu of his sick leave.

5. Annual leave may be accrued, but may not be taken during the first six (6) months of eligible service.

C. Vacation Pay Rule. Where working conditions or requirements mandate against an employee taking annual leave and where this situation would result in a forfeiture of leave time, the Sheriff may waive in writing the forfeiture. In such case any held over annual leave in excess of that which is in accordance with subsection B. above shall be used in the following calendar year.

D. Annual Leave Conversion Policy.

1. The purpose of the Annual Leave Conversion Program is to allow employees covered by this Agreement to elect to convert Annual Leave hours to the County upon meeting certain criteria. The program should facilitate employees to work additional hours for the general county without losing annual leave in excess of the maximum carryover at calendar year end. The cost of the Conversion program would be less than the additional cost of contract labor or consultants to perform the work while the employees are off on annual leave.

2. Eligibility Requirements under Annual Leave Conversion Program:

a. Employees may elect to participate in the County's annual leave accrual conversion program if they meet the criteria established within this policy.

b. The employee must have five years of service with Churchill County.

c. Employee must have a satisfactory or above performance evaluation within the last twelve months.

d. Employee must have accrued as of the first pay period in November in excess of 200 hours of annual leave.

e. The employee must use at least 50% of the current year accrued annual leave as of the end of the year of the buyback to be eligible.

f. The amount of the conversion is limited to 50% of the current year accrual subject to conversion in 20 hour increments. Ie.. 20, 40, 60…

g. The conversion must be approved by the Sheriff before submittal to the Comptroller's Office. The Sheriff has the authority to disapprove the conversion if he/she feels the circumstances warrant disapproval.

h. The conversion will be in the form of purchase of retirement service credit with PERS or contribution into the employee's 457 Deferred Compensation account.

i. The total number of Association employees approved for this plan in a given year will be limited to 10% of the total number of Unit members enrolled in the Public Employees Retirement System. In the event that the number of applicants within the Unit exceeds 10% in any year, the County will order the applicants by seniority of County employment to determine eligibility. Any applicant denied on the basis of seniority will have priority in the subsequent year.

3. <u>Procedures:</u>

a. On or before November 15th of each calendar year, each eligible employee shall submit a conversion request to the Comptroller's Office on the designated form.

b. The request will be reviewed by the Comptroller's Office and Human Resources to ensure compliance with eligibility requirements, and the employee shall be notified in writing as to the status of the request.

c. The calculation date shall be the ending date of the first pay period in November.

d. In calculating the incentive conversion amount, the Comptroller shall use the following factors:

i. Employee's current rate of pay

ii. Number of hours eligible for buy-back in 20 hour increments (The wage rate multiplied by the number of eligible hours will be the total compensation used for the selected payment election.)

iii. Employee's payment election method: PERS or Deferred Compensation election.

iv. Any other factors the Comptroller deems necessary to make the calculation.

v. If approved, payments for eligible hours shall be made on behalf of the employees by December 31st.

vi. Employees who are eligible for this program must submit the request by November 15th of each calendar year. Payment for the hours requested shall be processed and paid by December 31. This scheduled time frame will be the only opportunity for eligible employees to participate in this program each year. Compensation for the hours shall be made at the employee's current rate of pay.

4. Review and Other Provisions:

a. This program is voluntary and subject to periodic review by the Board of County Commissioners. Each application is subject to review to determine the financial advantage to the County. The Board of County Commissioners retains the option to reject any or all requests to participate if it is not determined to be advantageous to the County.

b. The Board of County Commissioners retains the option to waive any of the requirements under this policy if, in the opinion of the board, there are extenuating circumstances.

ARTICLE 9

SICK LEAVE

A. Accrual and Use of Sick Leave.

1. Employees shall be entitled to accrue sick leave benefits at the rate of one and one fourth (1 1/4) working days from the start of employment for each full-time equivalency month of service, which shall be accumulated from year to year.

2. Sick leave with pay can only be granted upon a recommendation of the Sheriff in case of bona fide illness of an employee, or if his immediate family defined as husband, wife, child, parent, regardless of where that relative resides, or other relative residing in the employee's household. Sick leave may be used for employee's optical, medical and dental appointments or care. Verification from a doctor of the employee's illness or disability, or verification of his fitness to return to work, may be required in order to charge the absence to sick leave. The use of the employee's sick leave for family illness is limited to five (5) days per occurrence. Under circumstances causing an unusual hardship, at the sole discretion of the department head, sick leave may be extended beyond the five (5) day maximum.

3. In the event that an employee is aware in advance that sick leave benefits will be needed, it shall be the duty of the employee to notify the supervisor as far in advance as possible, in writing, of the anticipated time and duration of such sick leave, the reason for requesting such sick leave, and medical certification that the employee will be unable to perform his normal work function. Employees will be required to begin using sick leave on the date their doctor certifies that they are unable to perform their normal duties. An employee on sick leave is required to notify the supervisor, at the earliest possible time, of the anticipated date on which employee will be able to resume his normal duties. The supervisor may require a certificate from a physician of the County's choosing that an employee on sick leave is medically unable to perform his normal duties, and the supervisor may require such medical certification from time to time until the employee returns to his normal duties. In the event that an employee on sick leave fails to

return to work as soon as he is medically able to perform his assigned duties, he may be deemed to have resigned his position with the County and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual work days missed due to medical inability to perform his normal duties.

4. In the event that an employee exhausts his accumulated sick leave and is not medically able to resume his normal duties, he will be placed on unpaid leave of absence for a period not to exceed six (6) months. Thereafter, the County will consider and may renew such unpaid leave of absence at its sole discretion if the employee requests in writing that the County renew such unpaid leave and can show that he will be able to resume his normal duties within a reasonable period of time.

5. Any employee who is receiving worker's compensation may, at his option, take sufficient sick leave to make up for the difference between the worker's compensation payment and his regular wage. When the sick leave account is exhausted, the employee will receive worker's compensation payments only.

6. Claiming sick leave when physically fit or when not otherwise eligible for sick leave within the provisions of this section may result in disciplinary action including cancellation of sick leave benefits, suspension, demotion or termination. In appropriate case, if an employee fails to make a diligent effort to give advance notice when sick leave is needed, payroll deduction for the time taken may result.

7. Catastrophic Leave

(1) Definitions:

a. The employee is unable to perform the duties of their position because of a serious illness or accident which is life threatening or which will require a lengthy convalescence.

b. "Lengthy Convalescence" means a period of disability which the attending physician will exceed ten (10) weeks.

c. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.

(2) Establishing the Catastrophic Leave Account

a. The County Manager will establish an account for catastrophic leave for employees.

b. An employee may request, in writing that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account. Hours transferred to a Catastrophic Leave Account will be converted to a dollar value donated based on the rate of pay of the donor.

c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance in his/her account after the transfer is less than 400 hours. Sick leave will be transferred at the rate of one hour for one hour credit donated.

d. The maximum number of hours which may be transferred in any one calendar year from any employee is 40. The minimum number of hours which may be transferred in any 1 calendar year is 8 hours annual and 24 hours sick. Leave will be placed in a pool, however, the employee may transfer hours to the catastrophic leave account for use by a particular employee, who has been determined to be eligible to receive the leave.

e. Any hours of annual or sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to Section 4 of this Article.

(3) Request for Catastrophic Leave

a. An employee who is himself/herself affected by a catastrophe as defined in Section 1, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The maximum number of hours that may be transferred to an employee pursuant to this section is 240 per catastrophe. Catastrophic leave may be used when the subject of the catastrophe is a member of the employee's immediate family, defined as husband, wife, child, parent, regardless of where that relative resides, or other relative residing in the employee's household. Catastrophic leave will be deducted from the Catastrophic Leave Account based upon the dollar value and the rate of pay of the employee receiving the catastrophic leave.

b. The request must include:

1. The employee's name, title and classification; and

2. A description of the catastrophe and the expected duration of that catastrophe.

c. An employee may not receive any leave from the catastrophic leave account until he/she has used all his/her accrued annual, sick and other paid leave.

d. An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

(4) Approval of Transferring the Catastrophic Leave

a. The County Manager or his designee, may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any employee who is eligible to receive such leave.

b. The decision of the County Manager or his designee concerning the approval of leave pursuant to subsection 1 is final and is not subject to the grievance procedure, judicial review or review by the Board of County Commissioners.

(5) Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used.

a. The County Manager or his designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to grievance procedure, judicial review, or review by the Board of County Commissioners.

b. The County Manager or his designee shall not grant any hours of leave from the catastrophic leave account after:

1. The catastrophe ceases to exist; or

2. The employee who is receiving the leave resigns or his/her employment with the County is terminated.

c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.

(6) Maintenance of Records on Catastrophic Leave

a. Personnel shall maintain the records and report to the County Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost of carrying out this provision.

(7) Employee; Definition

a. The term "employee" as used in this policy includes only those individuals employed by the Churchill County Sheriff's Department who belong to the Deputies' Association, the Sergeants' Association, and the Dispatchers' Union. The application of this definition is no way an effort to bargain with other Associations or Unions outside this Agreement and is contingent on each Association or Union having a similar provision.

(8) Substantiation of Catastrophic Condition

a. The County Manager or his designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his choosing. The cost of such written substantiation shall be borne by the County.

B. Method of Compensation for Unused Sick Leave

1. If any employee dies and was entitled to payment for accumulated vacation time or sick leave under the provisions of this agreement, the heirs of such deceased employee who are given priority to succeed to that employee's assets under the laws of intestate succession of this state, or the executor or administrator of that employee's estate, upon submission of satisfactory proof to the County of their entitlement, shall be paid such amount.

2. Upon the death of an employee or upon an employee electing to retire under the State of Nevada Public Employees Retirement System while employed with the County, the employee or the employee's beneficiaries are entitled to payment, not exceeding the total sum of Seven Thousand Five Hundred Dollars ($7,500), for the employee's unused accrued sick leave according the employee's number of years of service, as follows:

Years of Employment With the County	Percent of Accrued Unused Sick Leave for Payment
5-10	35%
10-20	50%
Over 20	60%

3. Any employee who resigns in good standing after proper notice or is laid off shall be entitled to payment, not exceeding the total sum of Three Thousand Dollars ($3,000.00), for unused sick leave according to the schedule set forth below. If a sick leave payoff is received as a result of layoff, and the employee is later reinstated, only that sick leave not converted to retirement service credits or paid off at the time of the layoff will be reinstated and the amount of the payoff and the maximum payoff at any future separation from the County will be reduced by the amount paid at layoff.

Years of Employment With the County	Percent of Accrued Unused Sick Leave for Payment
5-10	35%
10-20	50%
Over 20	60%

4. Conversion of Sick Leave Into Retirement Service Credits. An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System (PERS) and applicable law, may at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for one hour of sick leave, subject to the following conditions and limitations:

(a) Employees must have a cumulative total of at least 400 hours of unused sick leave to be eligible for conversion. Accrued sick leave hours of an employee in excess of 400 may be converted into retirement service credit.

(b) An employee's conversion of unused accrued sick leave into retirement service credits shall be in increments of at least eight hours, subject to a maximum annual limit of 280 hours.

(c) Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a County approved form, to the Sheriff and County Manager on or before December 1 of each year. If the employee meets all of the conditions set forth in this paragraph 9 B.4., then County shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee.

(d) Upon retirement under PERS while employed by the County, an employee may elect in writing to convert their unused accrued sick leave into retirement service credits up to a maximum of 680 hours.

(e) The benefits granted under this Paragraph B.4. may be used in combination with the benefits granted under Paragraph B.2. or B.3., if applicable.

ARTICLE 10

OTHER LEAVE

A. Unpaid Leaves of Absence.

1. The Sheriff may grant a leave of absence without pay upon written request by an employee.

2. No leave will be approved by the Sheriff to permit an employee to engage in other gainful occupation. After approval for a leave of absence, if it is found that the employee has, without the approval of the Sheriff, accepted employment during the period of his leave of absence with another employer, or the employee has engaged in other gainful occupation of any kind, the employee's employment with the County may be terminated.

3. All time granted to an employee as a leave of absence without pay pursuant to this section shall not count nor be considered as service time for the purpose of computing an employee's annual leave or sick leave entitlement or in computing any other County-paid employee benefits such as retirement benefits.

4. An employee desiring a leave of absence shall first make an application in writing to the Sheriff for such leave. Sick leave or annual leave does not have to be used prior to an employee's going on unpaid leave of absence.

B. Military Leave. Employees shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard or other military training. There shall be no loss of seniority, sick leave or annual leave rights during such leave. An employee shall receive his regular pay, not to exceed fifteen (15) calendar days per year, while on such leave. Where required by the nature of an employee's military obligation, leaves without pay in excess of fifteen (15) calendar days may be granted for military service in time of war, national or sate emergency, as proclaimed by the proper federal or state authorities, with reinstatement to be made at the expiration of such required period of leave as now or hereafter authorized by law.

C. Voting Time. When an employee's assigned regular tour of duty is such that he cannot, in the opinion of management, reach his designated polling place during voting hours of any federal, state, county or municipal election, he may be excused from his job by his immediate supervisor without the loss of pay for a period not to exceed one (1) hour, to enable him to vote in any such election. Employees are expected when possible to vote before or after their work shift.

D. Bereavement Leave. In cases of death in an employee's immediate family, requiring his or her attendance, the employee shall be granted three (3) days administrative leave off with full pay, if warranted and approved by the supervisor. In addition, the Sheriff may grant employee an additional two (2) days off with full pay, to be deducted from employee's accrued sick leave. "Immediate family" for the purpose of this section shall be defined as employee's children, parents, grandparents, grandchildren, brothers, sisters, and any relative living in the employee's household or corresponding relation by affinity.

E. Leave of Absence for Negotiations. One member of the Association's negotiations committee shall be granted, in aggregate, up to fifty (50) hours of leave from duty for the purpose of negotiating the terms of an agreement pursuant to Chapter 288 of the Nevada Revised Statutes. Subject to the fifty (50) hour limit, the designated employee shall be paid one-half of his straight time hourly pay by the County and one-half of his straight time hourly pay by the Association for the hours spent in said negotiations.

F. Personal Business. No personal business will be conducted on County time.

G. Family and Medical Leave Act. The County and Association agree that employees are entitled to family and medical leave pursuant to the Family and Medical Leave Act of 1993 (FMLA). Employees, on commencing FMLA leave are required to use all available sick leave (if such leave would otherwise be available for the purpose of the employee's leave), annual leave, or other accrued time off prior to taking unpaid leave under the FMLA. Once all available paid leave is exhausted, the remainder of the leave will be unpaid. Both paid and unpaid leave count toward the twelve (12) week limit on leave taken pursuant to the FMLA. If disputes arise concerning the application of the FMLA, the Association, County and employees agree to resolve the disputes through the grievance procedure set forth in Article 12.

ARTICLE 11

DISCHARGE AND DISCIPLINARY PROCEDURES

A. Basis for Disciplinary Action. The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action shall be for just cause and may, in addition to the cause set forth in the personnel code, be based upon any of the following grounds: failure to fully perform required duties, disability, insubordination, abuse of employer policies or rules, unexcused absences, misuse or abuse of County property or equipment, substandard job performance, commission of a felony or other crime involving moral turpitude, and commission of other acts which are incompatible with service to the public.

B. Types of Discipline. Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:

1. Written reprimands. A reprimand, the details of which are committed to writing and placed in the employee's personnel file.

2. Short suspensions. Suspensions without pay for periods up to and including three (3) working days.

3. Severe disciplinary action. Suspensions without pay for four (4) days or longer, demotion, or discharge.

C. Appeal from a Written Reprimand. An employee receiving a written reprimand may, within seven (7) calendar days, appeal such action to the Undersheriff (or his designee) in writing or by personal interview. Within seven (7) calendar days thereafter, the Undersheriff (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.

D. Notice. Except for written reprimands, a management representative shall be designated by the Sheriff to advise the employee in writing of the proposed disciplinary action. The written statement shall contain:

1. A description of the events which necessitated the proposed suspension;

2. A statement of the charges;

3. A statement of the proposed disciplinary action.

4. Notification that the employee may review or make copies of available materials leading to the suspension;

5. The right of the employee to meet with the designated management representative or to submit in writing his response to the proposed action at a given time and place; and,

6. A statement of the employee's right to representation.

E. Employee's Response. An employee's opportunity to response to the designated management representative is not intended to be an adversary hearing. However, the employee may present witnesses in support of his opposition to the proposed demotion, suspension, or discharge. The limited nature of this response does not obviate management's authority to initiate further investigation of the employee's version of the facts raised doubts as to the accuracy of the supervisor's information leading to the proposed discipline. The employee may be accompanied and represented by a person of his choice during this procedure.

F. Management Representative's Decision. Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.

G. Appeal from a Short Suspension. An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him through the procedure outlined in sections D., E., and F. above within seven (7) calendar days of the alleged incident or receipt of notice outlined in section D. above, whichever is later. If not satisfied with the decision in F. above, the appellant may within seven (7) calendar days appeal to the Sheriff for final decision. The Sheriff shall hear the appeal and issue a final and binding decision promptly in the normal course of business.

Nothing shall prevent the department for instituting the proposed discipline prior to the date of the meeting contemplated in D.5. above, but if the discipline can be overturned or reduced, the employee shall be made whole for any time actually suspended beyond that which is approved by the management representative or the Sheriff.

H. Appeal from a Severe Disciplinary Action. An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum salary range, or discharge shall have the opportunity to appeal as described below.

1. Following a review of the proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action. This statement shall clearly inform the employee that he, through the Association, has the right within fourteen (14) calendar days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The request must be filed by the Association with the director of the personnel department. The Hearing Officer shall be chosen in the same manner as the EHO is chosen for grievances under Article 12.

2. If, within the fourteen (14) calendar day appeal period the Association does not file said appeal, the action of management representative shall considered conclusive.

3. If, within the fourteen (14) calendar day appeal period, the Association files such notice of appeal by giving to the director of the personnel department written notice of appeal, then a time for an appeal hearing before a hearing officer shall be established which shall not be less than fourteen (14) calendar days, nor more than ninety (90) calendar days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least seven (7) calendar days prior to the hearing.

4. All hearings shall be private; provided, however, that the appellant may request a hearing be open to the public.

5. The hearing shall be conducted in a manner most conductive to determinations of the trust and NRS 233B.123 shall be used by the hearing officer as a guide in writing on evidentiary matters.

6. Each party shall have these rights: to be represented by legal counsel or other person of his choice; to call and examine witnesses on any matter relevant to the issues; or introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examinations; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the respondent does not testify in his own behalf, he may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that he will testify truthfully.

7. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

8. The hearing officer shall determine whether to sustain, reject, or modify the action demoting, suspending or discharging the employee utilizing a just cause standard; such determination shall be final.

9. Mutually incurred costs for the hearing officer procedure shall be divided equally between the County and the Association.

I. Reduction in Pay. An employee faced with a disciplinary suspension may, upon mutual agreement between the employee and the Department, agree to continue working during the period of suspension. The County, Association and the employee shall agree to reduce the employee's base pay a fixed percentage amount for a period not to exceed twelve (12) months or until the wage reduction reflects the loss of pay the employee would have realized by serving the suspensions, whichever is sooner.

J. Retention Schedule. Written reprimands shall be maintained in the employee's personnel file for a period of at least one (1) year. Disciplinary documents relating to short suspensions (three days or less) shall be retained in the employee's personnel file for a period of at least three (3) years. Disciplinary documents relating to severe suspension (4 days or more) shall be retained in the employee's personnel file for at least five (5) years. After the expiration of the retention periods set forth above, an employee may request in writing that the disciplinary documents regarding a written reprimand or suspension be removed from their personnel file. The County shall remove the disciplinary documents from the employee's personnel file upon the employee's written request if the employee has (1) met the County's expected standards during the retention period, and (2) has received no subsequent disciplinary action during the applicable retention period. An employee shall not be entitled to have the disciplinary documents removed from their personnel file if they do not meet the County's expected standards or have subsequent disciplinary action during the applicable retention period. The County may maintain records beyond the retention periods with a written explanation of the purpose for maintaining the records, notwithstanding anything to the contrary set forth in this paragraph J.

K. Access to Personnel Files. No one, except the employee, Sergeants within the employee's division who supervise the employee and/or have input regarding the employee's job performance, clerical staff within the Civil Division, and management rank of Captain or above, shall have access to an employee's personnel files, unless written permission is granted by the employee. The personnel files of an employee shall not be handled or accessed by any clerical staff member within the Civil Division who is within the second degree of consanguinity or affinity of the employee. The employee and division Sergeant may access a log sheet listing the date the personnel file was accessed, the person accessing the file, and the reason the file was accessed. Said log sheet will be kept in the cover of the file and must be filled in for each access.

ARTICLE 12

GRIEVANCE PROCEDURE

A. Definitions.

1. Grievance. A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of management rights shall not be grievable.

2. Grievant. A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplication, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management or the Association as a group grievance and shall thereafter be represented by a single grievant.

3. Day. Day shall mean a calendar day.

B. Process.

1. Informal resolution. Within ten (10) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his grievance with his immediate supervisor. A supervisor shall have seven (7) days to give an answer to the employee.

2. Formal Levels.

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he may within seven (7) days of such receipt of such answer file a formal written grievance with his supervisor on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The supervisor (or designee) shall, within seven (7) days, have a meeting with the grievant and, within seven (7) days thereafter, give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from his supervisor, the grievant may, within fourteen (14) days from the receipt of such answer, file a written appeal to the division commander. Within fourteen (14) days of receipt of the written appeal, the division commander and his designee shall investigate the grievance which may include a meeting with the concerned parties, and thereafter given written answer to the grievant within seven (7) days.

Level 3: If the grievant is not satisfied with the written answer from the division commander, the grievant may, within fourteen (14) days from the receipt of such answer, file a written appeal to the County Sheriff. Within twenty-one (21) days of receipt of the written appeal, the County Sheriff or his designee, shall investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant within seven (7) days, which answer shall be final and binding unless, within fourteen (14) days, the Association notifies the County Manager of its intention to appeal the matter to the External Hearing Officer (EHO).

C. General Provisions.

1. If a grievant fails to carry his grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.

2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his grievance to the next higher level as if the employee had received a negative answer on the final day of the period available for the manager's response.

3. The grievant may be represented by a person of his choice at any formal level of this procedure.

4. Time limits and formal levels may be waived by mutual written consent of the parties.

5. Proof of service shall be accomplished by certified mail or personal service.

6. The Association shall receive a copy of all grievances filed at the Sheriff's level of this grievance procedure, where such grievance is not being processed by the Association.

D. External Hearing Officer.

1. Designation. The parties will attempt to agree upon a professional neutral to serve as an External Hearing Officer (EHO). In the event agreement cannot be reached to select an EHO, the parties agree to solicit a list of five (5) professional neutrals from the FMCS or the AAA and alternately strike names from such list until one name remains. That remaining person so selected shall serve as EHO. The party to strike first shall be determined by lot.

2. Costs. The fees and expenses of the External Hearing Officer and of a court reporter, if used, shall be shared equally by the employee organization and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. Provided, however, if either party rejects the EHO's decision as evidenced by overturning it or seeking relief in court to have it vacated or modified, that party shall assume full responsibility for all jointly incurred costs of the EHO process.

3. Effect of Decision. Decisions of an External Hearing Officer on matters properly before him shall be advisory to the County Board of Commissioners. Within sixty (60) days of receipt of the EHO's recommendation, the Board shall make the final decision which in its discretion it deems proper after review of the hearing officer's report or conducting further investigation as it sees fit.

4. Authority of EHO. No External Hearing Officer shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the definition of a grievance as set forth in paragraph A.1. above, and has been processed in accordance with all provisions thereof and herein.

No External Hearing Officer shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment. The External Hearing Officer's authority shall be limited only to the application and interpretation of the provisions of this negotiated agreement.

5. Matters Subject to EHO Procedure. Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be grievable nor submitted to an External Hearing Officer and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.

6. Rules of Evidence. Strict rules of evidence shall not apply. However, rules of evidence and procedures for conduct of hearings shall be guided by the standards in the American Arbitration Association voluntary arbitration rules.

ARTICLE 13

INSURANCE

The County contributed Seven Hundred Twenty-Seven Dollars and Forty-Three Cents ($727.43) monthly premium toward the employee-only coverage of the group health insurance plan in Fiscal Year (FY) 2015. For the first and each succeeding year of this agreement, ending in FY 2018, the county agrees to pay the amount of the employee-only premium increase, to a maximum of five percent (5%) over the previous fiscal year's premiums. The maximum amount for FY 2016 is Seven Hundred Sixty-Three Dollars and Eighty Cents ($763.80) per month. After consulting with the Insurance Advisory Committee, the Board of County Commissioners reserves the right to select and modify the County's group health, accident and life insurance plans.

ARTICLE 14

RETIREMENT CONTRIBUTIONS

All employees covered by this Agreement shall be covered by the State of Nevada Public Employees Retirement System under benefits granted to firemen/policemen, pursuant to NRS Chapter 286. Any increases or decreases in the contribution rate required pursuant to NRS Chapter 286 shall be divided equally between employee and County according to the provisions of NRS Chapter 286.

ARTICLE 15

ASSOCIATION DUES DEDUCTION

A. Employees of the County may authorize payroll deductions for the purpose of paying Association dues. Upon written authorization to the County from an employee, the County agrees to deduct on a monthly basis from the wages of said employee such sums as he may specify for Association dues or such other purposes as the County may hereafter approve. No authorization shall be allowed for payment of initial fees, assessments or fines. Each employee shall have the right to terminate such payroll deductions at any time upon his written request to the County.

B. Association will indemnify, defend, and hold the County harmless against any claims made or any lawsuits instituted against the County on account of any action taken or not taken by the County in good faith under the provisions of this Article. The Association agrees to refund the County any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

C. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association is in 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 an employee who is non-pay status, during only part of the pay

period, and the wages are not sufficient to cover the full withholding, no deductions will be made. In this connection, all other legal and required deductions have priority over Association dues.

ARTICLE 16

PROCEDURE FOR REDUCTION IN FORCE

A. In the event of a layoff or reduction in work force due to lack of funds or lack of work the decision to layoff shall be based upon a combination of employee work performance and seniority.

B. An employee who has been laid off may give notice to the County that the employee wishes to be considered for rehire. The employee shall leave his/her name, current address, and telephone number on file with the Sheriff and County's personnel officer, which list shall be retained for a period of one year after the date of the layoff. In the event that a job opportunity shall arise during said one year period, then the position will be offered to an employee on the rehire list. The employee shall be rehired as a probationary employee for the position sought to be filled.

ARTICLE 17

RETURN OVERTIME AND COURT APPEARANCES

A. Return Overtime. When an employee has completed his regularly scheduled shift and is required to return for work (including court appearances), after employee has left the work location, then employee shall be deemed on "return overtime" for purposes of this section. An employee on return overtime shall receive the greater of two (2) hours of pay or pay for the time actually worked. An employee's work time shall start when he reports for duty and end when employee is released from duty. Employee shall be paid at the overtime rate of one and one-half (1 1/2) times their base pay if applicable.

B. Court Time. Employees required to appear in court as a result of their duties with the County, shall have the greater of two (2) hours or the hours required to be in court credited as hours worked. If the requirements set forth in paragraph A. above are satisfied, employees required to appear in court shall be deemed on "return overtime". Employees shall immediately pay to County any reimbursement received from the court for duty-related court appearances.

ARTICLE 18

MISCELLANEOUS

A. Safety. County shall make very reasonable effort to provide and maintain safe conditions of employment. Employee shall be alert to unsafe practices, equipment or conditions and report the same to their immediate supervisors.

B. Amendments. If either the Association or the County desires to modify or change this agreement during its term, it shall serve written notice on the other parties setting forth the nature of the modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of the proposal. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become a part of this agreement, effective on the agreed date.

C. Subjects of Bargaining. The Association acknowledges that those matters contained in this agreement that are not a mandatory subject of bargaining under the provisions of Section 288.150 of the Nevada Revised Statutes, by virtue of their inclusion in this agreement, the County is not waiving its right to refuse to negotiate such matters in any future re-negotiations of this agreement.

D. Savings Clause. If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

E. Duration. This agreement shall become effective upon the ratification and execution by the County and the Association. The salary increase provisions set forth in paragraph A of Article 4 shall be effective July 1, 2015 for employees employed by County on the date of the ratification of this Agreement. The Agreement shall continue through June 30, 2018. If the parties do not arrive at a new agreement before July 1, 2018, the provisions of the current Agreement shall remain in effect until the parties execute a new Agreement.

F. Adoption. This agreement shall be deemed adopted and binding upon execution by authorized representatives of Association and County. Adoption shall terminate negotiations during its term.

Dated this 2nd day of April, 2015.

COUNTY:

Churchill County

By _____

Chairman, Board of County Commissioners

ASSOCIATION:

Churchill County Deputies Association (Deputies' Unit)

By _____