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**A G R E E M E N T**

**between**

**LANDER COUNTY AND LANDER COUNTY SHERIFF**

**and**

**LANDER COUNTY LAW ENFORCEMENT  
EMPLOYEES ASSOCIATION**

**July 1, 2013 – June 30, 2016**



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**ARTICLE 1: PREAMBLE**

- 1.1 This Agreement is entered into between the County of Lander, Nevada, hereinafter referred to as the “County”, and the Lander County Law Enforcement Employees’ 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 relationship between 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 N.R.S. 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.
- 1.2 For purposes of this Agreement, wherever the Authority of the Sheriff is referenced, his designee will be appropriate for substitutions.

**ARTICLE 2: RECOGNITION**

- 2.1 In accordance with the provisions of N.R.S. 288, the County recognizes the Association as the exclusive bargaining representative of those full-time employees in the non-supervisory bargaining unit as listed below. Recognition of Association representation of probationary employees is limited by the terms of the various articles of this Agreement.

Classifications in the bargaining unit:

- 2.2 Bargaining Unit A - Post Certified Employees/Law Enforcement Officers\*

Deputy Sheriff - Patrol  
Deputy Sheriff - Jail  
\*Retains impasse rights under N.R.S. 288.215.

- 2.3 Bargaining Unit B - Non-Post Certified Employees\*

Animal Control Officer  
Dispatcher  
Administrative Assistant  
Food Services Director  
\*No impasse rights under N.R.S. 288.215.

The parties recognize that additional classifications may be established and assigned to the bargaining unit. The County shall give written notification to the Association of all new job classifications it intends to implement at least ten (10) days prior to said implementation.



**ARTICLE 3: STRIKES AND LOCKOUTS**

- 3.1 The Association agrees that there shall be no strikes against the County under any circumstances and that all County employees shall continue to work under all circumstances.
- 3.2 For the purpose of the Agreement, the meaning of the word “strike” shall include, but not be limited to, any concerted stoppage of work, slowdown, interruption of the operations of the County by the Association and/or its members.
- 3.3 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: MANAGEMENT RIGHTS**

- 4.1 The County retains the sole right to manage its affairs and direct its work force within the existing framework of the Nevada Revised Statutes, but not limited to the right to plan, direct and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations of its facilities; and to require compliance therewith by employees; to discipline and discharge employees for cause. The County shall have all other rights and prerogatives including those exercised unilaterally in the past subject to express restrictions on such rights, if any, as are provided in the Agreement or N.R.S. 288.

**ARTICLE 5: ASSOCIATION RIGHTS**

- 5.1 Two (2) members of the Non-Supervisor Association negotiation Committee may be granted leave from duty with pay, for all meetings between the County and the Association for the purpose of negotiating the terms of this Agreement, when such meetings take place at the time during which such members are scheduled to be on duty.
- 5.2 One (1) Association Steward may be granted leave from duty with pay for all meetings between the County and the Association for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.



- 5.3 Whenever conditions permit, two (2) Association Stewards may be granted leave from duty for any reasonable and just cause as may be determined and granted by the Sheriff or his designee. Approval for such leave by the Sheriff shall not be unreasonably denied.
- 5.4 The Association shall notify the County and the Sheriff of the designated business representative who shall be authorized to meet and confer with County employees and department heads concerning the enforcement of the provisions and terms of this Agreement and other working conditions. A thirty (30) day advance notice must be made to request time off, if possible.
- 5.5 The Association shall, within thirty (30) days, of a change in Officers, notify the County and the Sheriff in writing of such changes. In any case, the County and Sheriff shall be provided a complete listing of Officers by January of each year.

**ARTICLE 6: NON-DISCRIMINATION**

- 6.1 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 negotiation unit, nor will the County encourage membership in another employee organization.
- 6.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, relationship, religion, sex, age, physical or visual handicap, national origin, sexual orientation or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

**ARTICLE 7: WORK HOURS**

Scheduling of work shifts and work weeks shall be as directed by the Sheriff. The normal work periods for employees covered by this Agreement will be as follows:

- 7.1 For POST certified employees Bargaining Unit A, the work period shall consist of fourteen (14) days.
- 7.2 For non-POST certified employees, Bargaining Unit B, classified as COMMUNICATION SUPERVISORS, the work schedule shall be forty (40) hours per week, including meal periods.
- 7.3 For all other non-POST certified employees, Bargaining Unit B, the work schedule shall be forty (40) hours per week excluding meal periods.

- 7.4 Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute coffee breaks or rest periods during each work day. At the employee's request and approval of the Sheriff or Designee, these breaks may be combined with the employee's meal period.

## **ARTICLE 8: HOLIDAYS AND HOLIDAY PAY**

- 8.1 For purposes of this Article, "holiday pay" shall be defined as an increment of pay equal to the hours of the employee's regularly assigned shift at an employee's regular, straight time hourly rate.
- 8.2 Employees eligible for holiday pay shall receive the same for those holidays delineated as follows:

January 1 (New Year's Day)  
Third Monday in January (Martin Luther King's Birthday)  
Third Monday in February (President's Day)  
Last Monday in May (Memorial Day)  
July 4 (Independence Day)  
First Monday in September (Labor Day)  
Last Friday in October (Nevada Day)  
November 11 (Veteran's Day)  
Fourth Thursday in November (Thanksgiving Day)  
Day after Thanksgiving Day (Family Day)  
December 25 (Christmas Day)

Any other day declared a holiday or day of mourning by the President of the United States, Governor of the State of Nevada or the Lander County Commissioners.

- 8.3 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 work day after the holiday.
- 8.4 When an employee who is 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;
- One and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked during the calendar holiday.
- 8.5 When an employee is called in to work on a holiday that falls on a day not regularly as part of his/her work schedule, he/she shall receive in addition to his/her holiday pay, two (2) times his/her regular hourly rate of pay for each hour or major fraction worked.

8.6 For the purposes of Section 8.4 and 8.5, employees shall be paid holiday pay for their entire shift as stipulated in this section. Only those shifts that begin between 2400 hours the day prior to the calendar holiday thru 2359 hours on the calendar holiday shall receive holiday pay. Any shift not beginning between 2400 hours the day prior to the calendar holiday thru 2359 hours on the calendar holiday shall not be eligible for holiday pay regardless of when the shift ends or the amount of shift that falls on the calendar holiday.

## ARTICLE 9:      VACATION LEAVE

9.1 Vacation Accrual for Full-Time Employees: During the first six (6) months of employment of any employee annual leave shall accrue, but no annual leave shall be taken during this period. Thereafter, employees shall accrue vacation leave credit at a monthly equivalent of the rates established below:

### Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned	Maximum Accrual
Less than one (1) year .....	80 hours	240 hours
One (1) through two (2) .....	96 hours	240 hours
Three (3) but less than seven (7) .....	120 hours	240 hours
Seven (7) but less than ten (10) .....	144 hours	240 hours
Ten (10) or more .....	168 hours	240 hours
Fifteen (15) or more.....	192 hours	240 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 two (2) years of his/her date of separation and has worked three (3) continuous years subsequent to reemployment.

9.2 An employee will not be allowed to carry more than 240 hours vacation leave at any time during a calendar year, (January 1 through December 31). The employee will be required to take any leave amount over the maximum accrual within six (6) months the credited overage. If an employee, for whatever reason does not take their leave as required, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour in excess of the maximum accrual amount and the number of hours paid shall be deducted from the employee's leave bank.

9.3 An employee shall be paid at his regular hourly rate for each hour of vacation leave time taken. Vacation leave shall be charged on the basis of one-quarter (1/4) hour for each one-quarter (1/4) hour or major portion of one-quarter (1/4) hour of vacation leave taken.

- 9.4 Vacation leave will be accrued monthly. Vacation leave taken during a pay period shall be charged before vacation leave earned during that pay period is credited.
- 9.5 Vacation leave shall not be granted in excess of the vacation credit earned, except under extenuating circumstances, and as approved by the Sheriff.
- 9.6 Upon separation from service for any cause, an employee shall be paid a lump sum 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.
- 9.7 If an employee dies and was entitled to accumulated vacation leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of interstate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid an amount of money equal to the number of hours earned or accrued vacation leave multiplied by the regular hourly rate of such employee.
- 9.8 Catastrophic Leave Bank

A catastrophic leave bank is hereby created which shall be comprised of annual and/or sick leave donated by any employee subject to the provisions of the agreement between Lander County and either the Lander County Law Enforcement Employees Association or the Lander County Sheriff's Association. Any such employee may irrevocably donate their accrued annual in a minimum of eight (8) hours or more and their accrued sick leave up to a maximum of twenty (20) hours per year to the catastrophic leave bank. The annual and/or sick leave shall be placed in the bank at a value determined by using the employee's regular hourly rate. An employee may donate annual leave to the catastrophic leave bank only if after doing so such employee would still have a minimum of forty (40) hours of annual leave after the donation. An employee may donate sick leave to the catastrophic leave bank only if after doing so such employee would still have a minimum of five hundred (500) hours of sick leave after the donation. An employee may donate annual and/or sick leave to the catastrophic leave bank once a year only during either August 1<sup>st</sup> through August 31<sup>st</sup>, or within thirty (30) days after the approval of an application for catastrophic leave. Annual and/or sick leave donated to the catastrophic leave bank may be used by any person entitled to catastrophic leave. The donating employee may not designate a specific employee for whom it was donated. Catastrophic leave will be paid to a qualifying employee at the rate at which they were earning immediately prior to the approval of the application for catastrophic leave and is subject to any required taxes and other withholding as any other salary. During such time an employee is on catastrophic leave, such employee will accrue annual and sick leave at the rate at which they were accruing such leave immediately prior to their approval for receiving catastrophic leave.



In order to qualify for the application of use of catastrophic leave, an employee submitting an application for leave on a form provided by the County will have to have exhausted all of their own sick, annual, and compensatory leave, have a serious medical condition that prevents the employee from performing the essential functions of the employee's position and have a written release from work from their treating physician.

A committee comprised of an individual appointed by and representing the Sheriff or his designee and one person appointed by and representing each Association will review each application and make a recommendation to the Sheriff or his designee who shall issue a decision either approving or denying the application. Prior to the approval of an application for catastrophic leave, any member of the committee may require that the employee submitting the application to submit a verification of the serious medical condition by a Nevada licensed medical doctor at County expense. An appeal of a denial by the Sheriff may be made by filing a written appeal with the Lander County Commission within five (5) working days of the date of the denial. The decision of the Lander County Commission is final and is not subject to the negotiated grievance procedure.

An employee approved to utilize catastrophic leave may receive up to sixty (60) days of catastrophic leave so long as the total amount of time for which they do not perform their employment duties does not exceed twelve (12) calendar weeks.

Catastrophic leave is restricted to the employee personally. Catastrophic leave may not be utilized by an employee for the purposes of an illness or death of a member of the employee's immediate family.

At any time after the approval of an application for catastrophic leave, the Sheriff or his designee may review the status of the employee receiving catastrophic leave and may determine if the need for catastrophic leave has ended. A decision to terminate an employee's use of catastrophic leave may be appealed by filing a written appeal with the Lander County Commission within five (5) working days of the date of the decision to terminate the use of catastrophic leave. The decision of the Lander County Commission is final and is not subject to the negotiated grievance procedure.

Catastrophic leave denial/termination pending appeal shall not be cause for continuance beyond the denial/termination date. Should the leave denial/termination decision be reversed by the County Commission, payment for such denied days shall be retroactive within the scope of this Article.

- 9.9 Employees shall provide the Sheriff with a minimum ten (10) working days written notice of their intent to terminate their employment. Upon receipt of written notice, the Sheriff, at his sole discretion, may;
- Elect to provide the employee with a severance of up to eighty (80) hours of pay at straight\_time rates.
  - Sever the employee/employer relationship immediately, or at any date within those



ten (10) working days, as determined by the Sheriff. The reflected termination date of the employee shall be the last date actually worked.

- Early separation after proper notice, shall not under any circumstances reflect as negative in any way in the employee’s personnel file.

9.10 Employees intending to retire shall provide written notice to the Sheriff upon submission of paperwork to the Public Employee Retirement System, or at a minimum, sixty (60) calendar days prior to their intended retirement date, whichever is greater.

9.11 Employees shall not be granted annual leave within ninety (90) calendar days of retirement or resignation/termination unless otherwise approved in writing by the Sheriff or Designee for extenuating circumstances as determined by the Sheriff.

### **ARTICLE 10: SICK & SHORT TERM DISABILITY LEAVE**

10.1 Each employee in the service of the County for less than ten (10) years shall be credited with short term disability leave at the rate of 10 hours 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 short term disability leave at the rate of 12 hours for each month of full-time service, which is cumulative from year to year, to a maximum of seven hundred and twenty (720) hours.

10.2 An employee is entitled to use a maximum of five (5) days each six month period (July 1 – December 31 ; January 1 – June 30 of sick leave from the short term disability leave bank which does not carry forward to the next six (6) month period only:

1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
2. When quarantined;
3. When receiving required medical or dental service or examination;
4. 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,
5. Upon illness in the employee’s immediate family where such illness requires his/her attendance.
6. Short term disability leave debited in accordance with Section 10.3 of this article



shall not be debited from sick leave in Section 10.2.

10.3 An employee is entitled to use accrued short term disability leave only:

1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
  - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods, or;
  - b. In excess of three (3) consecutive work periods, or;
2. When quarantined;
  - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods, or;
  - b. In excess of three (3) consecutive work periods; or,
3. When receiving required medical or dental service or examination;
  - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods, or;
  - b. In excess of three (3) consecutive work periods; or,
  - c. When the required medical or dental treatment requires the employee to travel a distance greater than 100 miles in any one direction. Travel distance and attendance certification is required using a County provided form.
4. 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;
  - a. When the employee provides written confirmation from the public agency of required attendance, regardless of the number of missed work periods, or;
  - b. In excess of three (3) consecutive work periods; or,
5. Upon illness in the employee's immediate family where such illness requires his/her attendance;
  - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment of the immediate family member, regardless of the number of missed work periods, or;
  - a. In excess of three (3) consecutive work periods; or,
  - b. When the required medical or dental treatment requires the employee to travel a distance greater than 100 miles in any one direction. Travel distance and attendance certification is required using a County provided form.

In the event of a death in the employee's immediate family, he/she may use accrued short term

disability leave not to exceed seven (7) days for each death

- 10.4 An employee requiring sick or short term disability leave must, if required, provide the Sheriff with evidence of such need. For absences in excess of three (3) consecutive work periods, or cases of apparent abuse, the Sheriff shall require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.
- 10.5 If any employee does not have adequate accrued sick or short term disability leave time, the Sheriff may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick or short term disability leave be granted in lieu of vacation time.
- 10.6 Sick and short term disability leave shall be charged on a one-quarterly hour basis for each one-quarter (1/4) hour or major portion of one-quarter hour (1/4) hour of sick and short term disability leave taken. Holidays occurring during sick and short term disability leave periods shall not be counted as sick and short term disability leave time and the employee will receive only the holiday pay for that period. Short term disability leave taken during a pay period shall be charged before short term disability leave earned that pay period is credited.
- 10.7 An employee separated from the service shall earn short term disability 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 five (5) 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, resignation without proper notice or job abandonment, an employee shall be compensated for total accrued short term disability leave at the rate of thirty five dollars (\$35.00) for every eight (8) hours of short term disability leave accrued to a maximum payment of three thousand one hundred fifty dollars (\$3,150) for a calculated ninety (90) hours.
- 10.8 As long as an employee is in a paid status, he/she shall earn short term disability 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 short term disability or vacation leave during the time he/she is on such leave.
- 10.9 As an incentive for employees to minimize their use of sick and short term disability leave, the County shall grant personal paid leave as indicated within the parameters of this article. Personal paid leave shall be granted as follows:
  1. Employees who use zero (0) hours to the hours that would equal two (2) full work periods of sick or short term disability leave as of the last full pay period in a calendar year shall receive one (1) full work period of personal paid leave credit at the end of the first full pay period following January.
  2. Employees who use more than the hours that would equal two (2) full work periods of sick or short term disability leave but less than the hours that would equal three (3) full work periods of sick or short term disability leave as of the last full pay period in a calendar year



shall receive one half (1/2) of one full work period of personal paid leave credit at the end of the first full pay period following January.

The personal leave must be used in the year in which it is credited and if not used will be forfeited. There will be no cash payment for personal leave that is not used. In order to receive this personal leave benefit, an employee must be in a paid status (either working or on paid leave) the entire calendar year.

- 10.10 County employees who have accrued in excess of seven hundred and twenty (720) hours of short term disability leave shall, in recognition of budget economy through keeping short term disability leave requests to a minimum, receive an additional twenty four (24) hours of annual leave for each multiple of forty (40) hours in excess of the seven hundred and twenty (720) hours maximum. For example, if an employee has accrued seven hundred sixty (760) hours short term disability leave, that employee shall receive twenty four (24) hours additional annual leave or vacation leave. However, his/her allowed maximum for short term disability leave shall be reduced to seven hundred and twenty (720) hours. Hours will automatically convert at seven hundred sixty (760) hours.
- 10.11 Upon the death of an employee who dies as a result of line of duty action, as determined by the Sheriff, the employee's beneficiary shall receive payment for 100% of sick and short term disability leave accrued at the time of the employee's demise.
- 10.12 Significant other shall be defined as; a person (not necessarily a spouse) with whom an employee cohabits and shares a long-term sexual relationship (greater than one (1) continuous (1) year). The Sheriff may require documentable proof of cohabitation.
- 10.13 Immediate family shall be defined as; an employee's spouse, parents (including step), grandparents, grandchildren, children (including step), brothers, sisters, aunts, uncles, nieces, nephews, children's spouse or corresponding relation by affinity, significant other and, if living in the employee's household, includes foster children and foster parents.

## **ARTICLE 11: JOB CONNECTED INJURIES**

- 11.1 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 ninety (90) calendar days, 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 accrued sick or short term disability leave, annual leave or other forms of leave. The County Commission may authorize extension of the ninety (90) calendar day full compensation provision in cases of medical need.



11.2 It is the intent of the County to pay the on-the-job injured employee the difference between his/her full bi-monthly 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 11.1 of this Article. No supplemental benefit provided for in Section 11.1 shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer.

Upon the expiration of ninety (90) calendar days and any authorized extensions subsequent to on-the job injury, if the employee is still unable to work, he or she may elect to utilize accrued short term disability leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statutes.

11.3 When accrued short term disability leave have expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave as short term disability leave. Subsequent to the expiration of the employee's short term disability and vacation leave, provided the employee has so elected to use his/her sick, short term disability 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.

**ARTICLE 12: OVERTIME, CALL-IN AND STANDBY PAY**

12.1 Bargaining Unit A: Overtime shall be any hours worked in excess of 84 hours in a fourteen (14) day work period (207 K Exemption. Hours worked shall not include vacation, sick leave, short term disability leave, compensatory time off or other unworked paid/unpaid time off.

Hours worked shall not include unworked holidays unless the following circumstances apply;

- The employee would normally be scheduled for work if it were not a holiday; and,
- By order of the sheriff, the employee was given the holiday off.

Bargaining Unit B: Overtime shall be any hours worked in excess of 40 hours in a seven (7) day work period. Hours worked shall not include vacation, sick leave, short term disability leave, compensatory time off or other unworked paid/unpaid time off.

Hours worked shall not include unworked holidays unless the following circumstances apply;

- The employee would normally be scheduled for work if it were not a holiday; and,
- By order of the sheriff, the employee was given the holiday off.

12.2 It is the policy of the County that overtime shall be kept to an absolute minimum consistent with the basic functions and purposes of the Sheriff's Office.



- 12.3 Except as provided in Section 12.7, overtime pay for law enforcement personnel shall be calculated at one and one-half (1-1/2) times the employee's regular, straight time hourly rate for each hour or major fraction thereof, worked.
- 12.4 All overtime must have advance authorization of the Sheriff or his designee, except when, due to an emergency, the Sheriff's or his designee's approval cannot be obtained and it appears to the supervisor of the employee that such overtime is necessary.
- 12.5 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 shall be accumulated at the same rate as overtime is paid. Employees may accumulate a maximum number of hours of compensatory time to equal eighty (80) hours, limited in use for one event to not more than forty (40) hours, unless approved by the Sheriff.

Compensatory time earned must be taken within the calendar month earned. If, for whatever reason, the employee does not take their compensatory time as required, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour of leave and the number of hours paid shall be deducted from the employee's leave bank.

In order to compensate employee's that currently carry compensatory time in the bank, effective July 1, 2011, all compensatory bank time shall be converted to pay at the employee's July 1, 2011 wages Each employee shall be paid out and receive a separate check prior to July 30, 2011. The number of hours paid shall be deducted from the employee's leave bank.

- 12.6 Call-in: Any employee, who is called in to duty during a time when the employee is not regularly scheduled to work, shall be paid at the rate of one and one-half (1-1/2) times for each hour so spent, in duty. Overtime pursuant to this section is not subject to Section 12.1.

\*\* (PERS Rule): Employees hired after July 1, 2008: If called into work within one (1) hour before the beginning of their shift or within one (1) hour of their shift ending, it shall not be call-in and will adhere to Article 12.1 requirements for qualifying overtime.

Call-in is defined as notification, either verbal or written, to the employee that they are needed for work within 36 hours of notification. (\*\*PERS Rule exception)

Call-in shall be a minimum of two (2) hours unless the employee's regularly scheduled workday begins within one (1) hour of the Call-in; in which case, the employee will be paid call-in for the actual time prior to the beginning of the employee's regularly scheduled shift as calculated to the nearest one-quarter (1/4) hour. (\*\*PERS Rule exception)



If an employee is called in and then released within the two (2) hour minimum timeframe, and then called in again within the same two (2) hour timeframe, the employee is not entitled to a second minimum call-in. (For example, if an employee is called in at 0100 hours, released at 0130 hours and then called in again at 0200 hours, the employee is not entitled to another minimum two (2) hour call in). The employee shall receive the continued call-in rate for time after the initial two (2) hour timeframe, i.e. starting at 0300 hours.

- 12.7 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, radio, pda or cellular telephone to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one third (1/3) hour pay at the regular hourly rate for each one hour period of standby.
- 12.8 It is the intent of the County that all overtime worked and recorded on time cards shall be paid on the paycheck issued for the pay period during which such overtime was worked.
- 12.9 Employees scheduled for overtime during the same pay period (Bargaining Unit A or during the 7 day work period for Bargaining Unit B) as vacation time used may flex their regular day(s) off (or portions thereof) to cover the annual and compensatory leave on an hour for hour basis. In the event an employee's annual leave accrual is 200 hours or more, the employee may not flex annual leave.

### **ARTICLE 13: SENIORITY**

- 13.1 Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This section shall refer to regular employees as heretofore defined.
- 13.2 Seniority by qualifications shall be a principal consideration in cases of layoffs, demotions, and recalls. The County shall give written notice thirty (30) days prior to an employee's layoff or demotion. A County wide re-employment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other re-employment or employment lists in the event of rehiring. If the employee refuses an offer of re-employment in the same classification wage and hours, the employee shall be removed from the list. A regular full-time employee that has been offered a part-time position may refuse that offer and remain on the recall list. A regular full-time employee that has been offered and accepts a part-time position shall remain on the recall list for a regular full time position as outlined in this section.
- 13.3 On re-employment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification, wage hours held at the time of layoff or demotion. If

conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification and wage that is most nearly comparable to the employee's original classification and wage as is possible under the circumstances.

- 13.4 Upon re-employment, the salary shall be set pursuant to the Compensation Article of this Agreement.
- 13.5 If a recalled employee is incapable of completing his re-employment from layoff probationary period, the County may extend said employee's probationary period or return said employee to layoff with recall rights status.

### **ARTICLE 14:    MEDICAL EXAMINATIONS**

- 14.1 The County agrees to provide medical examinations required by N.R.S. Chapter 616 and 617 for sworn/law enforcement personnel (Bargaining Unit A).

### **ARTICLE 15:    COMPENSATION**

- FY 2013:**    Adjust wage rates according to charts below effective first full pay period following June 30, 2013.
- FY 2014:**    4.0% increase to current salary table effective first full pay period following June 30, 2014.
- FY 2015:**    4.0% increase to current salary table effective first full pay period following June 30, 2015.
- PERS:**        County pays County and employee portions of July 1, 2013 Public Employees Retirement System (PERS) increase – 2.0% for non-sworn and 0.75% for sworn. If there is an additional Public Employees Retirement System (PERS) increase in excess of 2% during the term of this Agreement (July 1, 2013 – June 30, 2016) this contract will be automatically reopened.

Bargaining Unit A (Sworn Peace Officers – Non-Supervisory)

Deputy Sheriff

**2013-2014**

Level 1	\$18.50/hour	Entry w/o Category 1 or III Nevada Post:
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Level 2	\$22.93/hour	Probationary w/Category I or III Nevada POST Certificate or completion of probation and Category III Nevada POST Certificate:
Level 3	\$24.08/hour	Category 1 Nevada POST Certificate (Basic) and Completion of probationary period as determined by the Sheriff;
Level 4	\$25.29/hour	Intermediate Nevada POST Certificate plus 3 years of continuous service as Category I;
Level 5	\$27.06/hour	Advanced Nevada POST Certificate plus 5 years Continuous service as Category I.

New hires from outside the Department with Nevada Category 1 service with another Nevada law enforcement agency with an Intermediate or Advanced Nevada POST Certificate may satisfy the above 3 and 5 years of service requirement subject to being paid one level below the level the new hire is qualified for during the probationary period.

Bargaining Unit B (Non-Sworn Sheriff's Employees – Non-Supervisory)

Animal Control Officer

**2013-2014**

Level 1	\$16.58/hour	Entry level on probationary;
Level 2	\$17.41/hour	Completion of probationary period, or one (1) year of Service as an Animal Control Officer if transferred from another Sheriff's Office classification and certification as a Nevada Veterinary Board Euthanasia Technician and fifty (50) hours of training excluding Euthanasia Technician, FTO or on the job training;
Level 3	\$18.28/hour	Four (4) years of service as an Animal Control Officer And an additional two hundred (200) hours of training (Two Hundred fifty (250) total hours excluding FTO or On the job training;
Level 4	\$19.56/hour	Eight (8) years of service as an Animal Control Officer And an additional three hundred (300) hours of training. (Five hundred fifty (550) total hours excluding FTO or on the job training.

Administrative Assistant

2013-2014

Level 1	\$16.97/hour	Entry or probationary;
Level 2	\$17.82/hour	Completion of probationary period, or one (1) year of service as an Administrative Assistant if transferred from another Sheriff's Office classification and fifty (50) hours of training excluding FTO or on the job Training;
Level 3	\$18.72/hour	Four (4) years of service as an Administrative Assistant and an additional two hundred (200) hours of training (Two hundred fifty (250)) total hours excluding FTO or on the job training;
Level 4	\$20.03/hour	Eight (8) years of service as an Administrative Assistant and an additional three hundred (300) hours of training (Five hundred fifty (550) total hours excluding FTO or on the job training.

Food Service

2013-2014

Level 1	\$16.58/hour	Entry of probationary;
Level 2	\$17.41/hours	Completion of probationary period, or one (1) year of Service as a Food Service Director if transferred from Another Sheriff's Office classification and fifty (50) Hours of training excluding FTO or on the job training;
Level 3	\$18.28/hours	Four (4) years of service as a Food Service Director And an additional two hundred (200) hours of training (Two hundred fifty (250) total hours excluding FTO or on the job training);
Level 4	\$19.56/hour	Eight (8) hears of service as a Food Service Director and an additional three hundred (300) hours of training (Five hundred fifty (550) total hours excluding FTO or on the job training.

Communication Officer

2013-2014     14/15

Level 1	\$16.97/hour	17.65	Entry or probationary;
Level 2	\$17.82/hour		Completion of probationary period of one (1) year of Service as a Communications Officer if transferred From another Sheriff's Office classification and an Additional fifty (50) hours of training excluding FTO training;
Level 3	\$18.72/hour		3 years of service as a Communications Officer and an additional 200 hours training (250) total hours excluding FTO;
Level 4	\$20.03/hour		6 years of service as a Communications Officer and an additional 300 hours training (550) total hours excluding FTO.

Note: Deputy A. Stephens will receive a 1.5% increase to her June 30, 2011 and 2012 hourly rate. Future level increases subject to terms and conditions of Level 1, 2, 3, 4 (above).

New hires from outside the Department with Nevada Category 3 service with another Nevada law enforcement agency with an appropriate amount of accepted training may satisfy the above 3 and 5 years of service requirement subject to being paid one level below the level the new hire is qualified for during the probationary period.

Sheriff has final determination of past qualified training hours and courses. Future training hours and courses must have advance written approval by the Sheriff.

15.2                                    New Employees With Special Qualifications

Any new employee who at the time of employment possesses the qualifications for an advanced level shall be employed in probationary status but shall be paid at one level below qualifications during probation.

15.3                                    Availability of Certain Training Guaranteed

County guarantees availability of 24 hours of training per year for each category of employment, POST-certified and non-certified. Except where mandated for POST certification or continuing certification, such training shall not be mandatory and employees shall not be paid for attending such training.

Applicable Training

The training listed herein is examples of authorized training copies. Specific courses and training must be reviewed and approved in writing by the Sheriff or their designee for them to be applicable toward satisfying the education requirements of the Level increase. The Sheriff or Designee will make a reasonable effort to ensure that training is available.

COMMUNICATION OFFICER

Any Certified Course through the National Communications Institute  
Any Certified Course through Power phone  
Any Certified Course through APCO International  
CPR Certification  
Emergency Medical Dispatcher  
Emergency Medical Technician I / II / P  
Pre-Approved Field Training Officer /Communication Training Officer  
First Aid Certification  
First Responder Certification  
Instructor Development  
Report Writing  
Sexual Harassment Training  
Cultural Awareness Training  
Public Relations Training  
HAZMAT Training  
NCIC/NCJIS  
Terrorism Training  
RMIN Specific Training  
Domestic Violence  
ICS / NIMS  
Caliber Press Street Survival  
Vesta System Training  
Radio System Training  
Suicide Intervention  
Fire System Training  
Dealing with Difficult People  
Pre-approved Computer Training Specific to Dispatching  
Pre-Approved College Courses  
Stress Management Training  
Bloodborne Pathogens  
Community Policing  
Effective courtroom Testimony  
Interview Techniques  
Civil Liabilities  
Document Identification and Deception  
Post-Secondary class in Psychology



Post-Secondary class in Sociology  
Post-Secondary class in Languages  
Post-Secondary class in Speech  
Post-Secondary class in English (above 101)

### ANIMAL CONTROL

Animal Diseases/Zoonosis/Basic Clean  
Animal Identification  
Animal Injury Identification and First Aid  
Basic Investigation  
Basic Law Overview (Constitutional Law/Civil Liability)  
Capture Techniques  
Case Report/Evidence Collection/Citation Preparation  
Crises Intervention/Officer Safety  
Companion Animal Behavior  
Courteous Presentation and Testimony  
Ethics and Professionalism  
Euthanasia Overview  
Rabies/Quarantine Issues  
Shelter Operations  
Animal Cruelty Investigations (Companion/Exotic/Agriculture)  
Blood Sports (Dog and Cock Fighting)  
Crime Scene Photographs  
Handling of Exotic, Wildlife and Agricultural Animals  
Media Relations  
Methamphetamine Identification and Animal Decontamination  
Officer Safety 9Defensive Tactics (Classroom and Practical)  
Public Speaking  
Search and Seizure  
Stress Management/Compassion Fatigue  
Commercial Investigations – Pet Stores/Exhibits/Working Animals  
Advances Evident Collection  
Interview and Interrogation  
Mass Animal Impoundment  
Emergency Animal Sheltering  
Animal Hoarding  
Agricultural Cruelty Investigations  
Breeders and Puppy Mills  
Chemical Immunizations

### Administrative Assistant

Business Etiquette Training



Communication Training  
 Creativity and Critical Thinking Training  
 Cross Cultural Communication Training  
 Customer Service Training  
 Diversity Training  
 Human Resources Training  
 Leadership Training and Management Training  
 Records Management Training  
 Evidence Room Management Training  
 Presentation Skills Training  
 Productivity Training  
 Time Management Training  
 Writing Training

Food Services

Communication Training  
 Creativity and Critical Thinking Training  
 Cross Cultural Communication Training  
 Customer Service Training  
 Diversity Training  
 Leadership Training  
 Records Management Training  
 Productivity Training  
 Time Management Training  
 Writing Training

15.4 Mandatory Training

All hours physically spent in training required by the County will be paid at the employee’s regular hourly rate unless Article 12 applies.

15.5 Incentive Pay

To compensate those employees that have obtained and frequently utilize specialized training/skills and those employees in specialized assignments, the County shall compensate employees as outlined in this section. This section excludes assignments covered under 15.9 and 15.10 of this Article.

The Sheriff has final determination on what specialized training, skills and/or assignments qualify for Special Duty Bonuses. The Sheriff may limit the number of individuals that qualify for specific Special Duty Bonuses. The Sheriff’s decision may not be appealed or arbitrated.

A bonus in the amount of \$2,000 will be paid to each authorized and qualified Field Training Officer employee. Payment will be divided equally and paid bi-annually on the first full pay period in

January and July.

These Special Duty Bonuses may be accumulative for multiple qualifications as designated and authorized by the Sheriff for a maximum of \$4,000 annually.

All accumulated bonuses shall be divided equally and be paid bi-annually on the first full pay period in January and July.

Special Duty Bonuses are limited to available funds budgeted by the County for such bonuses.

#### Bilingual Special Bonus

Bilingual incentive pay is paid to employees certified by the Sheriff or Designee as proficient and bilingual in Spanish for the duration of the employee's certification. This incentive is limited to 6 (six) employees agency wide. A bonus in the amount of \$2,000 will be paid to each qualified employee (maximum six (6) agency-wide). Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

#### 15.6 Physical Fitness Bonus

Bargaining Unit A employees will receive a \$250.00 bonus semi-annually (June and December) for successfully completing the Nevada Physical Ability Test as established by Nevada POST and as scheduled and administered by the Lander County Sheriff or designee. Employees will be required to test prior to each semi-annual payment.

#### 15.7 Educational Bonus

Lander County values continued training and education. The Educational Bonus is intended to encourage permanent, full-time employees to obtain college level graduate and post-graduate degrees that bear a reasonable and rational relationship to the job classification held by the employee as determined in the sole discretion of the Sheriff or Designee. Degrees subject to approval for this incentive are limited to those from a University approved study course aimed at baccalaureate or graduate level degrees. Application of this incentive and the determination of whether the University is a properly accredited institution of higher learning are within the sole discretion of the Sheriff or Designee.

Employees who meet the criteria set forth in this section and upon approval of the Sheriff or Designee are eligible for an Educational Bonus as follows:

- Associate Degree: \$2,000;
- Bachelor's Degree: \$3,000;
- Master or Higher Degree: \$4,500

Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

This Bonus shall not be accumulative between degree levels. Only one educational bonus may apply (highest) to each employee regardless of number of degrees.

Educational Bonuses are limited to available funds budgeted by the County for such bonuses.

15.8 Moving and Relocating Reimbursement

To assist newly hired uniformed employees in relocating for employment and existing uniformed employees in relocating for permanent duty assignments, the County upon written request by the employee, will provide the following bonus;

Newly hired uniformed employees required to relocate between 50 and 250 miles from their primary place of residence at the time of employment offer may be eligible for reimbursement of moving expenses up to \$500.00. Newly hired employees required to relocate in excess of 250 miles from their primary place of residence at the time of employment offer may be eligible for reimbursement of moving expenses up to \$1000.00.

Existing permanent, uniformed fulltime employees that are required to transfer from one permanent duty station to another and which requires a change in primary permanent residence may receive reimbursement of moving expenses up to \$500.00. Voluntary transfers and requested transfers are ineligible for reimbursement.

In the event the newly hired uniformed, fulltime employee's employment is terminated for any reason within thirty six (36) months of actual first date of employment, the reimbursement payment total shall be prorated and the remainder of the months equaling thirty six (36) months from the actual first date of employment. The calculated sum shall be reimbursed to the County from the employee's final paycheck.

In the event the existing permanent, uniformed fulltime employee's employment is terminated for any reason within twenty four (24) months of relocation, the reimbursement payment total shall be prorated and the remainder of the months equaling twenty four (24) months from the actual date of the change in permanent duty station. The calculated sum shall be reimbursed to the County from the employee's final paycheck.

In the event the existing permanent, uniformed fulltime relocated employee's permanent duty station is changed within twenty four (24) months of relocation, at the employee's request, the reimbursement payment total shall be prorated and the remainder of the months equaling twenty four (24) months from the actual date of the change in permanent duty station shall be repaid to the County in no more than six (6) equal payments. In the event the relocated employee's permanent duty station is changed by order of the Agency within twenty four (24) months or relocation, repayment of moving expenses shall be waived.

If the employee's final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than one hundred twenty



(120) calendar days after the effective date of the employee's termination.

If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

For the purpose of this section, a permanent duty station is defined as one that the employee will be stationed in and actively working for a minimum period of twenty four (24) months.

This bonus shall not be doubled in the event two employees are married and are hired or relocated at the same time.

The Sheriff or Designee shall determine what is eligible as reimbursable expenses. The Sheriff has the final determination regarding this bonus. The Sheriff's decision is not subject to the contractual grievance and arbitration processes.

Moving and Relocating Reimbursement expenses are limited to available funds budgeted by the County for such reimbursement.

#### 15.9 Canine Handler Stipend

The County realizes the sacrifice and commitment a canine handler accepts when assigned in a canine team. Those deputies assigned as canine handlers will receive a K-9 stipend in the amount of \$3,000 annually. Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

This stipend is to compensate the handler as incentive pay and for time related to the normal off duty day-to-day care of the canine.

In the event the employee becomes unable or unwilling to perform their assigned duties as a handler, the stipend will be prorated and the remaining advanced months will be reimbursed to the County within ninety (90) days.

#### 15.10 Detective/Investigator Stipend

This stipend is to compensate the employee as incentive pay for assignment as a Detective/Investigator.

Those employees assigned to perform duties as Detectives or Investigators shall receive a flat rate stipend of \$2.00 for each hour worked. This flat rate does not change based on wage or overtime rate of the employee.

The Sheriff has the sole discretion in determining what assignment qualifies for this stipend.



## ARTICLE 16: MEDICAL PLAN

### 16.1 Employees hired prior to July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Medical Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee and 50% of eligible dependent coverage in same plan. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

### Employees hired after July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Medical Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee. Dependent coverage will be paid 100% by employee. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

## ARTICLE 17: UNIFORM ALLOWANCE

### 17.1 The County shall pay to every uniformed employee a uniform allowance, to be paid bi-annually during the first pay period in January and July as follows:

- \$600.00 - Uniformed (Bargaining Unit A)
- \$175.00 – Dispatcher (Bargaining Unit B)
- \$270.00 – Animal Control (Bargaining Unit B)

The uniform allowance payment shall be paid in a separate check and not with the employee’s paycheck.

Lander County will contribute up to a maximum of \$250.00 toward the initial purchase of the initial issue bike helmet and nylon belt which initial issue shall be County property. Repair, maintenance and replacement of this equipment is solely the officer’s responsibility.

To assist newly hired uniformed employees in the purchasing of required equipment and uniform items for duty, newly hired uniformed employees may, upon written request, receive an advance payment of uniform allowance. This payment shall be up to the equivalent of one (1) year of uniform allowance. Advance payment shall be made in a separate check issued by the County on the first pay period following the newly hired employee’s date of hire. Upon completion of one (1) year employment, employee will be prorated the monthly allowance on the next bi-annual payment date to coincide with current employees bi-annual schedule. Example: employee hired April 1 of current year, will be paid nine (9) months of uniform allowance on July 1 of the following year.



In the event the employee's employment is ended for any reason within the advance payment time frame of Uniform Allowance, the advance payment shall be prorated. The balance of the unused months shall be reimbursed to the County from the employee's final paycheck. In the event the employee's final paycheck is not sufficient to cover the reimbursement, the unused months become a debit to the County and subject to the collections and garnishment process.

- 17.2 The safety and security of Lander County's Peace Officers are of utmost concern. To this end, Lander County agrees to purchase or supply each sworn officer a custom fit bullet/stab resistant vest based on the following criteria;
- a. The cost to the County for each vest will not exceed \$750. Employees may opt to obtain a higher cost vest, but the employee must contribute the difference either directly or through payroll deduction to the County.
  - b. If a payroll deduction is authorized by the employee, the County will cover the upfront cost of the overage so the employee has no out of pocket expense.
  - c. Only one (1) vest may be purchased during each five years of continuous employment as a sworn officer with Lander County unless the previous purchased vest indicated a shorter expiration period and the employee obtained a written waiver from the Sheriff prior to purchase. Expiration period requirements are the sole responsibility of the employee prior to the purchase of the vest.
  - d. Any vest purchased must meet National Institute of Justice Standards for a Level II vest or higher.
  - e. Each vest purchased in accordance with this Article shall remain the property of Lander County until the expiration of the vest regardless of any contribution to the total cost by the employee.
  - f. The County shall not be required under any circumstances to reimburse any employee for any portion of personal funds that the employee contributed towards the total cost of the vest.
  - g. Upon an employee's separation from a sworn position for whatever reason, the County will relinquish ownership of the vest to the employee and the cost of the vest will be prorated based on the vest's expiration and County's actual contribution. The prorated amount will become a debit to the County by the employee and shall be reimbursed to the County from the employee's final check.
  - h. If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.
  - i. The Sheriff has the sole discretion to waive any or all the requirements and restrictions of the Article section. The Sheriff's decision is final and not subject to appeal or arbitration.
- 17.3 If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

## ARTICLE 18: TUITION REIMBURSEMENT

### 18.1 Purpose:

The Tuition Reimbursement Program is intended to encourage permanent, full-time employees to enroll in college level graduate and post-graduate courses and/or study majors that bear a reasonable and rational relationship to the job classification held by the employee at the time of such enrollment as determined in the sole discretion of the Sheriff or designee. Courses subject to approval for reimbursement are limited to those in a University approved study course aimed at matriculation of a baccalaureate or graduate level degree. Enrollment in the program and the determination of whether the University is a properly accredited institution of higher learning is within the sole discretion of the Sheriff or designee.

### 18.2 Eligibility:

Permanent, full-time employees in the classified service shall be considered eligible to participate in this program after completing eighteen months of satisfactory county service. Employees eligible for educational reimbursement from federal or state governments shall exhaust all such benefits before being eligible for tuition reimbursement pursuant to this program. Employees may not receive tuition reimbursement under both the Lander County Policies and Procedures and this program.

Additional eligibility requirements for participation in the Tuition Reimbursement Program include:

1. No tuition reimbursement shall be advanced. Reimbursement is contingent upon successful completion of this class as described herein;
2. No employee shall be reimbursed more than \$2,000 per fiscal year or \$10,000 during the employee's cumulative employment with Lander County;
3. Tuition shall be reimbursed in an amount not to exceed the per unit tuition charged by the Great Basin College System for classes comparable in content to that in which the employee has enrolled or intends to enroll. If the Great Basin College System does not offer a comparable class, then the Sheriff shall make the final determination as to whether or not reimbursement shall be provided, but in no case shall said reimbursement exceed the per unit Great Basin College tuition fee;
4. The precise amount of tuition reimbursement shall be based upon all criteria stated herein, including the grade received by the employee in the class(es) for which reimbursement is sought. If an employee receives a "B" or higher (or its numerical equivalent), then the employee shall be eligible for 100% tuition reimbursement as described above. If the employee receives a grade of "C" (or its numerical equivalent), then the employee shall be eligible for 50% tuition reimbursement as



described herein. Courses in which the employee receives a grade lower than a “C” (or its numerical equivalent) will not be reimbursed;

5. Tuition reimbursement is contingent upon employee’s submission to the Sheriff of official college transcripts or comparable documentation acceptable to the Sheriff, which verify the employee’s grade(s).
6. An employee seeking tuition reimbursement for eligible class(es) shall submit the official transcript documentation to the Sheriff in conjunction with a Lander County provided form for said use. The Sheriff shall cause any necessary investigation to be conducted in order to verify the employee’s eligibility for tuition reimbursement . The decision of the Sheriff shall be final and binding and is not subject to grievance or judicial appeal.
7. Education under this program is voluntary and is not considered hours worked and any travel expense or expense for books, etc. is not subject to reimbursement under this program.

18.3 Voluntary Resignation:

In the event that an employee voluntarily resigns from County employment one year or less from the date that the tuition reimbursement is approved by the Sheriff, then the employee’s final paycheck shall reflect a deduction equivalent to the amount of tuition reimbursement paid within the previous fiscal year. If the employee’s final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than 90 calendar days after the effective date of the employee’s voluntary resignation. If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney’s fees and costs incurred by Lander County.

**ARTICLE 19: COURT APPEARANCES**

- 19.1 Employees subpoenaed to appear during their normal working hours, as a witness in a proceeding connected with their official duties, and who are not a party in such proceeding, shall receive their regular pay, providing that all witness fees are applied for and returned to the department. Employees shall return to work when excused.
- 19.2 Any employee required to appear during an off-duty period, as provided above, will be paid in accordance with Articles 12 and 15 of this agreement providing that all witness fees are applied for and returned to the department. Employees shall make every effort to keep any overtime to a minimum.
- 19.3 Any employee required to appear, as provided above, shall retain any mileage fee and other



per diem paid in connection with such appearance, unless the employee is provided with a County vehicle to travel to and from such proceedings and/or other per diem, in which case, any such County covered expenses shall be applied for and returned to the department.

## **ARTICLE 20: SHIFT DIFFERENTIAL**

- 20.1 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 one dollar twenty five (\$1.25) per hour 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 per cent (50%) of the hours are between 6:00 p.m. and 6:00 a.m., the employee shall be paid the differential. In any event, the employee's qualifying shift must be a minimum of four (4) hours in length before shift differential pay may apply.

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 (minimum of four (4) hours) qualify for the night shift differential.

- 20.2 It is the intent of the County that the shift differential premium shall be paid in and for the same pay period in which it is worked.
- 20.3 No shift differential shall be paid for call-in time unless the call-in is immediately preceding regular scheduled shift hours (minimum 4) qualify for the night shift differential.

## **ARTICLE 21: DUES DEDUCTION**

- 21.1 The County shall deduct dues from the salaries of Association members and pay over to the proper officers of the Association, the money so collected. Provided, however, that no deductions shall be made except in accordance with a deduction authorization form, individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any Association restrictions on the employee's right to terminate his/her dues deduction authorization.
- 21.2 The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and other forms of liability which shall arise out of or by reason of action taken or not taken by the County at the request of the Association under the provisions of Section 21.1, above.
- 21.3 The Association shall certify to the County in writing, the current rate of membership dues. 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.



21.4 The County will continue to honor existing dues deduction authorizations currently on file.

**ARTICLE 22: USE OF COUNTY FACILITIES**

22.1 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 it 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 23: REMOTE DEPUTY PAY**

23.1 In consideration for being permanently stationed in the remote areas of Austin and Kingston, permanent fulltime employees shall receive a bonus. A bonus in the amount of \$3,500 will be paid to each authorized and qualified employee. Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

For the purpose of this section, a permanent duty station is defined as one that the employee will be stationed in and actively working for a minimum period of twenty four (24) months.

In the event an employee's permanent duty station is changed in the six month period after payment of this bonus, the bonus payment total shall be prorated and the remainder of the months equaling six (6) months from the actual date of payment shall be repaid to the County in no more than six (6) equal payments. In the event the employee's permanent duty station is changed by the Agency, this repayment provision may be waived by the Sheriff.

If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

**ARTICLE 24: AMENDING PROCEDURE**

24.1 If either party desires to modify or change this Agreement, it shall, not later than February 1 of any year, give written notice to the other party of amendment, except that no amendments



or modifications to this Agreement shall be made except by mutual agreement of the parties or through the provision of Article 27 herein (Savings Clause). Any amendment, whether a proposed amendment or an alternative to a proposed amendment that may be mutually agreed upon or awarded pursuant to the provision of Chapter 288 of the N.R.S., shall become and be part of this Agreement. 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.

## **ARTICLE 25: DISCHARGE AND DISCIPLINARY ACTION**

- 25.1 The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion or discharge. Only suspensions without pay, exceeding three (3) days, involuntary demotion or discharge may be grieved to step (4) (arbitration). Grievances do not postpone disciplinary action.
  
- 25.2 The County shall have the right to discharge or discipline any employee for cause, but in determining discipline, the County shall not transfer or reassign any employee for disciplinary purposes. The term cause shall include, but not be limited to the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports; recording on another employees time card; failure to properly record time; performance of work below required standards; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; theft; destroying or willfully damaging the property of another employee or the County; acceptance of a bribe from citizens, vendors, suppliers or others; misuse of County funds; the use or being under the influence of drugs or alcoholic beverages, on the job, during working hours; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication with false or defamatory oral or written statements directed against a fellow employee, the County or management or the County Commission; sleeping on the job, or failure to comply with County safety rules; loss or suspension of license or certification that are a condition of employment; violation of rules and regulations or general orders issued by the Sheriff.
  
- 25.3 As determined by the County, the level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant discharge, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension with pay; (4) suspension without pay; or (5) involuntary demotion. One or more of actions 1 through 5 may occur prior to discharge. The County shall notify the Association within ten (10) working days after the issuance of a written reprimand, however, this notification shall not extend the time



for filing a grievance.

- 25.4 The County shall notify the Association of its intent to demote or suspend an employee without pay. When demotion or suspension without pay is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Association Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.
- 25.5 The County may not discharge employees covered by this contract for cause without first giving the employee and the Association written notice prior to the action being taken unless section 25.14 applies.

The written notice shall include the following:

- 1) A statement that discharge is proposed and the specific charges.
  - 2) Copies of any material or documents upon which the proposed action is based.
  - 3) A statement that the employee has a right to meet with the County to discuss the proposed action.
  - 4) The date, time and location of the pre-termination meeting. The employee and Association representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response. Failure of the employee to attend these scheduled pre-termination meeting constitutes a waiver of the pre-termination meeting.
- 25.6 In cases of contemplated discharge, demotion, suspension or other disciplinary action for misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the County or substantially disrupt County operation, the County may immediately place the employee on Administrative leave with pay upon giving the appropriate notice as outlined in Sections 26.4 and 26.5.
- 25.7 Any record of disciplinary action, excluding oral warnings and reprimands, in order to remain effective, must be placed in the employees official personnel file.
- 25.8 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.



- 25.9 Involuntary demotions shall be limited to instances of documented substandard performance during and after completion of the probationary period.
- 25.10 Any time limits may be extended by written mutual agreement of the Association and the County.
- 25.11 For the purposes of this Article, County includes the County Executive Director, Sheriff or designee and County Commissioners.
- 25.12 Probationary employees are not covered by this article.
- 25.13 The County will follow the procedures required by Nevada Revised Statutes Chapter 289 (Peace Officers Bill of Rights) where appropriate.
- 25.14 An employee is considered to have resigned without notice and abandoned their position if they;
  - a. Fail to report for scheduled duty for three consecutive work periods.
  - b. Fail to notify the Sheriff or Designee.

The County shall make a reasonable effort to contact the employee by phone at the employee's contact number provided to the Sheriff's Office personnel clerk.

In the event of job abandonment, the Sheriff will send a certified letter to the last known address of the employee giving notice of their employment termination with the County. The notice will contain the dates the employee failed to report for duty and the date and time of the attempted contact by the County.

The employee's permanent personnel file will indicate the reason for termination as "Resignation without Notice – Job Abandonment".

Nothing in this section shall restrict the County from taking disciplinary action with an employee in accordance with this Agreement and Sheriff's Office Policy.

## **ARTICLE 26: GRIEVANCE PROCEDURE**

### 26.1 Definition

A grievance is a dispute or disagreement between an employee, a group of employees, or the Association and the County which involves the interpretation or application of any provision of the Agreement.

The term "days" when used in this Article 26 shall, except where otherwise indicated, means working days rather than calendar days. For the purposes of this Article, "working days" are



defined as Monday through Friday excluding contractual Holidays.

Both parties agree that these proceedings shall be kept confidential.

All hearing held by the arbitrator shall be closed sessions and no news releases shall be released during sessions without mutual written consent.

Probationary employees are not covered under this Article.

## 26.2 Time Limits

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of prescribed time limitation of this Article of the Agreement by the Association means the grievance is forfeited by the Association. A violation of a prescribed time limitation of this Article of the Agreement by the County shall cause that, in the event of arbitration, the arbitrator will be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties to this Agreement may grant an extension to the requesting party. Said extension request shall be in written form and approved in writing by the party receiving said request. A request for extension shall include the length of extension being requested.

## 26.3 Procedures for Filing

All grievances will be processed in the following manner:

Step 1 Within five (5) working days of the event giving rise to a grievance or knowledge thereof, the grieved employee will verbally or in writing, request a hearing/meeting to present the grievance to the Sheriff or Designee for review. In any event the hearing/meeting shall be within twenty one (21) days of the request.

The grieved employee may request representation by a steward or business representative at this hearing/meeting. The Sheriff or Designee shall, within five (5) working days of hearing said grievance, render a verbal or written decision to the grievant.

Step 2 Should the grievant be dissatisfied with the Sheriff or Designee's Step One (1) response, the grievance shall be reduced to written form, and presented to the Sheriff for formal disposition. The grievance shall be advanced to Step Two (2) within five (5) working days of the Sheriff's or Designee's Step One (1) response or lack of response. The grievance shall be signed by the grieved employee, the employee's steward, or business representative. The Sheriff shall render a written response to the grievance within five (5) working days of receiving the formal grievance.

Step 3 Should the grievant be dissatisfied with the Step Two (2) formal response of the Sheriff, the grievance shall be forwarded, in writing, within ten (10) working days of

the Step Two (2) response to the County Commissioners or their designated representative, by the grieved employee or the Associations designated representative. A copy of the Step 3 grievance shall be delivered to the Sheriff or his/her Designee by the grieved employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The County Commissioners or their designated representative shall respond in writing to the grievance within fifteen (15) working days of the date said County representative received the grievance. For the purpose of this Step of the grievance procedure, the County will keep the Association notified in writing of its designated representative.

Step 4 The Association may request arbitration of an unresolved grievance. The Association shall notify the County in writing of such intent within ten (10) working days of receipt of the Step Three (3) written response. A copy of the Step 3 grievance shall be delivered to the Sheriff or his/her Designee by the grieved employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The parties shall attempt to reach an agreement on an arbitrator. In the event the parties fail to reach agreement, the parties or Association shall request from the Federal Mediation and Conciliation Services a list of seven (7) arbitrators. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The Association shall strike the first name from the list.

#### 26.4 Arbitrator's Authority

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement, or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

#### 26.5 Expenses

The fees of the Arbitrator shall be borne equally by the parties. Should either party request the services of a court reporter, that party shall be responsible for all associated costs and shall provide a copy of said transcript to the other party. Each party shall be responsible for its own legal, witness, and/or preparation fees. The Arbitrator shall not order a court reporter.

#### 26.6 Compliance

The parties agree to respond to the Arbitrator's decision within five (5) working days of receipt of said decision. The Arbitrator shall endeavor to render a discharge related decision within fourteen (14) calendar days of the hearing, all other decisions within thirty (30) calendar days.

#### 26.7 Exclusive Remedy



The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure prior to taking any other action.

## **ARTICLE 27: SAVINGS CLAUSE**

- 27.1 In the event that any provision of this Agreement is rendered invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Association that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.
- 27.2 This Article does not preclude informal discussion between the parties of any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirement of notice or time schedule.

## **ARTICLE 28: WARRANT OF AUTHORITY**

- 28.1 The County and the Association hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this Agreement.

## **ARTICLE 29: EFFECTIVE DATE AND DURATION**

- 29.1 This Agreement shall be in full force and effect from July 1, 2013 to June 30, 2016. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.
- 29.2 This agreement shall be automatically reopened for negotiation of economic items in the event the revenues to the County's General Fund useable in the year received decline from the total revenues received by the County's General Fund for the previous fiscal year, (audited), by 5% or if the unreserved ending fund balance in the County's General Fund has been budgeted for less that 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1) and the County has fully complied with the provisions of NAC 354.650(1). The parties agree the above procedures constitutes compliance with NRS 288.150(2)(w).

**ARTICLE 30:    DRUG & ALCOHOL TESTING POLICY**

30.1 Alcohol and Drug Testing will be conducted in accordance Lander County Sheriff's Office Policy.

**ARTICLE 31:    LONGEVITY BONUS**

31.1 To compensate employees for their dedication to Lander County, the County will provide a longevity bonus upon the completion of the qualifying year, as stipulated in this Article.

- 31.2 To qualify for this bonus, the employee shall meet all of the following:
- a. Have continuous and uninterrupted, for any reason except layoff, service with the County for the period specified;
  - b. Bonuses shall be paid in a separate check as follows:
    - 1. For employees that complete their qualified year between January 1 and June 30, payment will be made no later than June 30 of the qualified year in which is occurs as provided in Appendix A;
    - 2. For employees that complete their qualified year between July 1 and December 31, payment will be made no later than December 31 of the qualified year in which is occurs as provided in Appendix A
  - c. Be in a paid status at the time the bonus is paid.
  - d. Not pending termination proceedings;

31.3 Sworn – Bargaining Unit A;

Years of Continuous Service	Payout Bonus Amount
5	\$5,000
10	\$10,000
15	\$15,000
20	\$20,000
25	\$25,000
30	\$30,000

31.4 Communication Officers – Bargaining Unit B;

Years of Continuous Service	Payout Bonus Amount
5	\$2,500
10	\$5,000
15	\$10,000
20	\$15,000
25	\$20,000
30	\$25,000

31.5 Non-sworn – Bargaining Unit B;

Years of Continuous Service	Payout Bonus Amount
5	\$1,500
10	\$3,500
15	\$7,000
20	\$10,000
25	\$15,000
30	\$20,000

- 31.6 Any Public Employees Retirement System (PERS) payment related to this bonus shall be calculated at the rate and employee selected options at the time of bonus payment. PERS payments will be subtracted from the amount indicated and the employee will receive payment for the remainder. The County will make appropriate PERS payments with the subtracted amounts.
  
- 31.7 This provision expires and is no longer in effect after June 30, 2016 unless the parties agree in writing to continue this benefit in a successor labor contract.



IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly executed by their authorized representatives this 10 day of October, 2013.

LANDER COUNTY BOARD OF COMMISSIONERS

  
Dean Bullock, Chair

LANDER COUNTY LAW ENFORCEMENT EMPLOYEES ASSOCIATION

  
Gary Campbell, Negotiating Team Member

  
Steven Stienmetz, Vice-Chair

  
Alex Rangel, Negotiating Team Member

  
Brian Garner, Commissioner

  
John Rochester, Negotiating Team Member

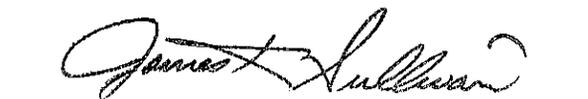
  
David Mason, Commissioner

OPERATING ENGINEERS, LOCAL 3 of the International Union of Operating Engineers AFL-CIO

  
Patsy Waits, Commissioner

  
Russell Burns, Business Manager

LANDER COUNTY SHERIFF

  
James K. Sullivan, Recording Corresponding

  
Ronald Unger, Lander County Sheriff

  
Rick Davis, Director, Public Employees Division

  
Scott Fullerton, Business Representative