Collective Bargaining Agreement
Between

Lincoln County

And

The Lincoln County Law Enforcement Association

July 1, 2014 – June 30, 2016

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PREAMBLE

WHEREAS, the Lincoln County Law Enforcement Association, was formed under and by virtue of Chapter 288 of the Nevada Revised Statutes, and

WHEREAS, the Board of County Commissioners has recognized the Lincoln County Law Enforcement Association as a bargaining unit under Chapter 288 of the Nevada Revised Statutes, and

WHEREAS, matters relating to certain wages, benefits, and working conditions have been fully discussed and ratified by members of the Lincoln County Law Enforcement Association and the Board of County Commissioners of Lincoln County, Nevada.

NOW, THEREFORE, it is agreed by and between the **BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEVADA** and the **LINCOLN COUNTY LAW ENFORCEMENT ASSOCIATION** and those who are not members thereof, but are eligible for membership and are in the employ of Lincoln County, Nevada, shall receive monetary compensation for their services as hereinafter set forth and shall receive benefits from such employment as also hereinafter set forth.

ARTICLE 1 – RECOGNITION AND CLASSIFICATIONS

Section 1: Pursuant to and in conjunction with the provisions of the Local Government Officer Management Relations Act (NRS288), Lincoln County (County) recognizes the Lincoln County Law Enforcement Association (LEA) as the exclusive bargaining representative of those officers in the bargaining unit which is made up of the following classifications (correctional and patrol):

Officer
Corporal
Sergeant
Lieutenant
Captain

For the purposes of this Agreement, the term Officer shall mean all part-time and full-time law enforcement officers in the above classifications and law enforcement positions added during the term of the agreement.

For purposes of this Agreement, the full-time officer shall mean an officer regularly scheduled to work forty (40) hours or more per week. A full-time officer shall be paid on an hourly basis.

For purposes of this Agreement, the part-time officer shall mean an officer regularly scheduled to work from twenty to thirty-nine (39) hours per week. A part-time officer shall receive health insurance, retirement benefits, vacation, sick leave, and holiday pay on a pro-rated basis. A part time officer shall be paid on an hourly basis.

All officers are subject to a 12-month probationary period during the first 12 months of employment. Probationary officers may be discharged "at will." Only regular, non-probationary officers may grieve their discharge or discipline on the grounds they were discharged or disciplined without just cause.

The provisions of this Agreement shall take precedence over the most current provisions of NRS 289, Rights of Peace Officers, when the two are in conflict.

ARTICLE 2 – PROHIBITIVE PRACTICE

Section 1: Both parties agree not to:

A. Interfere, restrain, or coerce any officer covered by this Agreement in the exercise of any right guaranteed under Chapter 288, Nevada Revised Statutes.

B. Dominate, interfere, or assist in the formation or administration of the LEA.

C. Discharge or otherwise discriminate against any officer because she/he has signed or filed an affidavit, petition, or complaint, or given any information or testimony in Chapter 288, or because she/he has formed, joined, or chosen to be represented by officer organization.

ARTICLE 3 – LEA RIGHTS

Section 1: Association Business

Officers shall receive pay for scheduled work time in which the officers engage in LEA business. If an officer is not on shift, that officer shall not receive pay for time engaged in LEA business. The County shall provide transportation to officers attending meetings for LEA business.

Section 2: LEA Dues and Initiation Fees

The County agrees to deduct LEA dues and initiation fees from the paycheck of each officer within the bargaining unit who has signed an authorized payroll deduction card for the amount certified, in writing, to the County by the LEA at 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.

Section 3: Fund Remittance

Such funds shall be remitted by the County to the Secretary-Treasurer of the LEA within fifteen (15) days after such deductions. The officer's authorization for such deduction is revocable, subject to the conditions outlined on the check-off authorization or upon termination of employment.

Section 4: Deduction Controversy

Should any controversy arise regarding deductions, the LEA will hold the County harmless from any and all claims demands, suits, and all other forms of liability which shall arise out of or be reason of action taken by the county at the request of the LEA under the provisions of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the County without negotiations include:

A. The right to hire, direct, assign or transfer an officer, but excluding the right to assign or transfer an officer as a form of discipline.

B. The right to reduce in force or lay off an officer because of lack of work or lack of money, subject to Article 22.

C. The right to determine:

1. Appropriate staffing levels and work performance standards, except for safety considerations;

2. The content of the work day, including without limitation work load factors, except for safety considerations;

3. The quality and quantity of services to be offered to the public; and

4. The means and methods of offering those services.

D. Safety of the public.

ARTICLE 5 – STRIKES AND LOCKOUTS

Section 1: There shall be no lockouts by the County, or strikes or suspension of work, slow-downs, or sick-outs, excluding bona fide illness, by the LEA or by the officers. This Agreement is a guaranty by the parties that for its duration there will be no lockouts, strikes, suspension of work, slow-downs, or sick-outs and that all complaints, grievances or disputes arising out of the interpretation or application of this Agreement will be settled pursuant to the grievance process as outlined in Article 21 of the Agreement.

Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the officer.

ARTICLE 6 – ACKNOWLEDGEMENT OF CORRESPONDENCE

Section 1: The County and the LEA each agree to acknowledge, in writing, within fifteen (15) days (exclusive of Saturdays, Sundays and legal holidays), all written correspondence from either party to the other party. All correspondence to the Board of County Commissioners shall be addressed to the District Attorney.

All correspondence to the LEA shall be addressed to the Secretary-Treasurer of the LEA.

ARTICLE 7 – WORK HOURS

Section 1: The normal work week of full-time officers covered by this Agreement shall consist of five (5) days at eight (8) hours each, four (4) days at ten (10) hours each or a two week work schedule that consists of six (6) days at twelve (12) hours each and one (1) day of eight (8) hours. The Lincoln County Sheriff shall determine work schedules at his or her sole discretion.

A. Except during emergency situations, all officers shall be permitted to take one (1) fifteen (15) minute rest period in the morning and in the afternoon.

B. Rest periods will not fall within one (1) hour of starting time or quitting time.

C. Specific rest periods may be scheduled by the Sheriff to ensure the most efficient application of personnel and equipment.

Section 2: Overtime

Overtime is any period of time worked in excess of:

A. Ten (10) hours in a twenty-four (24) hour work day for those officers on a schedule of four (4) of ten (10) hours each.

B. Eight (8) hours in a twenty-four (24) hour work day for those officers on a schedule of five (5) days of eight (8) hours each.

C. Twelve (12) hours in a twenty-four (24) hour work day and eight (8) hours in a twenty-four hour (24) work day for those officers on a schedule of four (4) days of twelve (12) hours and one (1) day of eight (8) hours, respectively, in a single pay period.

D. Forty (40) hours in a calendar week.

Any officer who works overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

Section 3: Compensatory Time (Comp Time)

A. Because the work load of some functions fluctuates both within and beyond the payroll periods, officers shall be able to accumulate Comp Time rather than be paid overtime. The purpose of Comp Time is to allow officers to take paid time off in conjunction with work load lows rather than be paid at the overtime rate during workload peaks.

B. To accumulate Comp Time, the Sheriff may allow the officer to accept time off rather than overtime pay. This Comp Time will be accumulated at the contractual rate earned. (If the payment for overtime is at the one and one-half time rate then the officer shall get one and one-half times of Comp Time for each hour of overtime worked.) No officer will be required to accumulate Comp Time rather than be paid at the overtime rate.

C. To use Comp Time officers must schedule their absence from work with the Sheriff five working days in advance of the absence. Such absences will normally be scheduled when, based on the workload, manpower, or other recognizable needs, it will not place a hardship on the County or the Sheriff.

D. Comp Time off may accumulate to a maximum of one-hundred twenty (120) hours. No officer may have an accumulated balance of Comp Time exceeding one-hundred twenty (120) hours at the end of any pay period. Officers may not have a deficit Comp Time balance. Whenever an officer requests Comp Time in lieu of overtime and such Comp Time accrual would exceed one-hundred twenty (120) hours the officer must be paid at the applicable overtime rate for all hours above one-hundred twenty (120) that would otherwise be in the officer's Comp Time accrual balance.

E. Whenever an officer separates from County employment any unused Comp Time will be paid at a straight time hourly salary rate.

Section 4: Call Back Pay

If an officer is required to return to work one (1) or more hours following completion of a regular shift and more than two (2) hours before the beginning of the officer's next regular shift on an unscheduled basis, the officer shall receive a minimum of two (2) hours pay at 1.5 times the regular hourly rate. Time worked in addition to the initial two (2) hours shall be compensated at 1.5 times the regular rate of pay for all time actually worked.

Section 5: Standby Pay

The Sheriff, through his or her shift supervisor, may require an officer to restrict his or her off-duty activities in such a manner that the officer might be available for duty within thirty (30) minutes. Such restriction places the officer on "stand by".

Officers on standby have the following duties:

1. To provide the Sheriff or shift supervisor with a way to contact the officer immediately if a need for work arises.
2. To restrict his or her off-duty activities in such a way that the officer could report for duty within thirty (30) minutes of contact.

An officer on standby shall receive two dollars ($2.00) for each hour he or she is on standby. If the Sheriff or shift supervisor calls a standby officer into work, then upon reporting for duty the officer shall cease to receive standby pay and shall receive call-back pay pursuant to section 4 above.

ARTICLE 8 – ANNUAL LEAVE

Section 1: Accrual

1. Each officer, after six (6) consecutive months of service, shall be entitled to accrue annual leave at the rate of ten (10) hours for each month of service based upon a forty (40) hour work week. Accrual begins from date of hire and is pro-rated based upon hours actually worked for part-time officers. The hourly accrual shall be. Each officer is entitled to take annual leave time with pay after six (6) months of employment in a position covered by this bargaining unit. Officers must be on paid status ten (10) or more work days each month to be eligible to accrue leave.

2. Beginning with the completion of four (4) years of actual service since the officer's most recent date of hire, each officer shall be entitled to annual leave with pay at the increased rate of 12 hours per month based upon a forty (40) hour work week.

3. Beginning with the completion of ten (10) years of actual service since the officer's most recent date of hire, each officer shall be entitled to annual leave with pay at the increased rate of 14 hours per month based upon a forty (40) hour work week.

Section 2: Accumulation

The annual leave may be cumulative from year to year, not to exceed two hundred forty (240) hours, on December 31 of each year. If an officer, on or before October 1, requests permission to take annual leave in writing, and his/her request for leave is denied in writing for any reason, she/he is entitled to payment for vacation time in excess of two hundred forty (240) hours which she/he requested to take and which she/he would otherwise forfeit as the result of the denial of his/her request. Said officer shall be compensated for the unused leave at the beginning of the next calendar year in the amount equal to the hourly wage times the number of unused hours.

All annual leaves shall be taken for and at such time as approved by the Sheriff.

Section 3: Death

If any officer shall die while in the service of the County and was entitled to accumulated annual leave time under these provisions, the heirs of such person 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 County of his/her entitlement, shall be paid an amount of money equal to the number of days earned or accrued annual leave time, multiplied by the daily salary or wages of said deceased officer.

Section 4: Termination

A person about to resign, about to retire, or who is laid off, who has earned annual leave time prior to the effective date of his/her termination of employment, may take such annual leave time prior to termination or, at his/her option, be paid for such earned annual leave time.

ARTICLE 9 – SICK AND OTHER LEAVE

Section 1: Each officer, after six (6) consecutive months of service, shall be entitled to accrue sick leave at the rate of one and one-quarter (1 ¼) working days for each month of service. Accrual begins from date of hire and is pro-rated based upon hours actually worked for part-time officers. Officers must be on paid status ten (10) or more workdays each month to be eligible to accrue leave.

Section 2: Sick leave with pay may be taken only for a bona fide illness or disability or a medical or dental appointment of the officer or his/her immediate family. For purposes of determining eligibility, sick leave for a family member is a spouse, child, foster child, step-child or parent to whom the officer must provide care or assistance during the officer's normal work hours.

Section 3: Family and Medical Leave Act:

A. Family and medical leave for officers shall be governed by the provisions of the Federal Family and Medical Leave Act (FMLA), as may be amended from time to time. Nothing in this section is intended to extend the County officer's rights or benefits not extended in this law. Where there is a conflict between this section and the FMLA, the FMLA governs.

B. Male and female officers who have one year (52 weeks) of service and have worked 1,250 hours in the past year are eligible to take up to twelve (12) weeks during any 12-month period of family or medical leave as defined in the FMLA. Family members are those persons who are so defined in the FMLA.

C. Leave paid or unpaid taken under other provisions of this Agreement shall run concurrently with leave that qualifies under the FMLA.

D. The 12-month period for determining eligibility for benefits under the FMLA shall begin July 1 of each year.

Section 4: If an officer has completed at least ten (10) years of service before his/her death, retirement, or laid off by no fault of his/her own, she/he will be paid for earned time, not to exceed seven hundred and twenty (720) hours of unused sick leave as vacation time to be paid or used in an amount determined by dividing the number of hours of unused sick leave by one and one-half and multiplying the result by the officer's current base rate of pay. In the event of an officer's death, the County shall pay his or her beneficiary(s) the full amount (100%) of the officer's unused sick leave.

ARTICLE 10 – MEDICAL EXAMINATIONS

Section 1: Each officer covered by this Agreement shall be entitled to a yearly physical examination as required by NRS 617. The County shall bear the cost of each exam required by NRS 617.

ARTICLE 11 - BEREAVEMENT LEAVE

Section 1: An officer shall be granted three (3) work days off without loss of pay to attend a funeral on the death of a relative within the third degree of consanguinity or affinity. If the funeral occurs 400 statute miles or more from the county and the officer travels to the location, she/he may use up to two (2) days of sick leave for a total of five (5) work days.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1: At the discretion of the County, any officer may be granted a leave of absence without pay, with the permission of the Sheriff, not to exceed a period of thirty (30) days, unless an extension is requested to the Board of County Commissioners by the officer. Insurance coverage of the officer will remain the same. Annual leave and sick leave will not accrue while any officer is on leave of absence. Approval of any extension of the leave period may be granted at the sole discretion of the Board of County Commissioners. The officer will be responsible for paying his/her insurance premium during any extension of the initial thirty (30) day leave period.

Section 2: In the event of an emergency, the County may grant additional leave, without loss of pay, upon the application of the officer with permission of the Sheriff, or upon the application of the Sheriff on the officer's behalf. Insurance coverage of the officer will remain the same. Annual leave and sick leave will not accrue while any officer is on emergency leave.

ARTICLE 13 - MILITARY LEAVE

Section 1: When an officer enters the Armed Forces of the United States, whether by enlistment or by selective service, the County shall comply with federal and state provisions provided at United States Code Chapters 43, Part III, Title 38 Uniformed Services Employment and Reemployment Act (USERRA) and NRS 281.145 leave of absence for military duty.

ARTICLE 14 - JURY DUTY AND COURT APPEARANCES

Section 1: Jury leave shall be granted for full-time officers called to serve on jury duty. Officers shall receive their regular pay and will forward any compensation received from the court to the County. Reimbursements received for out-of-pocket expenses such as meals, mileage and lodging may be kept by the officer.

Section 2: Whenever an officer is required to appear in a judicial or administrative proceeding related to his or her law enforcement duties while off duty, the officer may choose from the following:

1. Retain the witness-related fees provided for the appearance, except that the officer shall not retain travel-related expenses if he or she used a County vehicle; or
2. Claim overtime and meals from the County as provided in the County travel policy.

Section 3: An officer required to appear in a judicial or administrative proceeding while on duty shall not receive any additional compensation and shall return any fees received for such appearance to the County.

ARTICLE 15 – JOB CONNECTED INJURIES

Section 1: Each officer covered by this Agreement who is injured in the line of duty will receive full salary for the period herein provided. The County will supplement the amount paid by the workers' compensation insurance provider to keep the injured officer at full salary. The difference between the amount paid by the workers' compensation insurance provider to keep the officer at full salary will be paid by the County at the rate of one-third of a day for each day the officer is on an approved work related injury which prevents the officer from returning to work for up to twelve (12) months from the date of the work related injury. This salary compensation shall begin the first day the officer is not physically working. This salary compensation by the County terminates when the workers' compensation insurance provider released the officer to return to work or twelve (12) months after the date of injury, whichever may occur first. Upon expiration of the twelve (12) months' salary compensation, an officer who is still incapacitated due to in-service injury shall be entitled to draw his/her full wages against sick or annual leave accrued to his/her benefit so long as the individual remains employed by the County.

Section 2: Upon expiration of the twelve (12) month's salary compensation, an officer who is still incapacitated due to in-service injury shall be entitled to the provisions of NRS 281.390.

Section 3: Accrual of sick leave and annual leave shall continue at a rate in direct proportion to the amount of salary, whether from industrial insurance or the County, received while incapacitated due to in-service injury.

ARTICLE 16 – HOLIDAYS

Section 1: All officers shall be entitled to all holidays designated in Chapter 236 of the Nevada Revised Statutes with pay.

Section 2: The following shall be considered legal holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr., Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4th
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans Day	November 11th

Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day (Family Day)	Fourth Friday in November
Christmas Day	December 25th

Any other days designated by the President of the United States or Governor of the State of Nevada as holiday.

Section 3: In addition to the aforementioned legal holidays, officers will be granted an eight (8) hour "floating holiday" each fiscal year. The floating holiday must be approved in advance by the Sheriff, and taken during the fiscal year such day was granted.

Section 4: The County agrees an officer covered by this Agreement shall be paid an additional one and one-half (1 ½) times his or her regular compensation, unless said officer is on annual leave, sick leave, or leave of absence with or without pay during the holiday. Said officer will be entitled to holiday pay if the holiday falls on his or her regular days off.

Section 5: The value of a holiday shall be 8 hours multiplied by the holiday compensation rate.

ARTICLE 17 – INSURANCE

Section 1: The County expects to participate in a health and welfare fund known as the Teamsters Security Fund for Southern Nevada. Beginning August 1, 2014, the County shall contribute $650 monthly to each officer's Teamsters insurance plan. Each officer shall contribute $150 monthly to his or her Teamsters insurance plan.

Section 2: The Parties anticipate an escalation in the monthly premiums for the Teamsters insurance plan. Therefore, the Parties agree to split the costs of monthly premium increases for the Teamsters insurance plan. For example, if the costs of monthly premiums increase from $800 ($650 + $150) to $850, then the County's contribution shall increase by $25 to $675 and the officer's contribution shall increase by $25 to $175. No officer's monthly contribution shall increase by more than $25 in a fiscal year.

Section 3: The County shall make a good faith effort to maintain the current plan and rates. If the County is unable to maintain the Teamsters insurance plan for any reason, including but not limited to a substantial monthly premium increase, the County shall notify the LEA in writing and the Parties shall meet within 14 days to negotiate contribution rates.

ARTICLE 18 – RETIREMENT

Section 1: <u>Employer-Pay Contribution Plan</u>

The County will pay the officer's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by this Collective Bargaining Agreement and by Chapter 286 of the Nevada Revised Statues (NRS).

Section 2: 2014-15 Fiscal Year

Effective July 1, 2014, the LEA shall accept a salary reduction of 1% in lieu of the PERS adjustments required heretofore by NRS 286.421.

Section 3: Increases and Decreases

Effective July 1, 2015, each officer shall cost share 50% in any future contribution rate increase as required by NRS 286.421(3). The LEA will cost share by reduction in salary.

Any decrease of the retirement contribution will be shared equally by the County and the officer.

ARTICLE 19 – SALARIES

Section 1: The County and the LEA agree that after both Parties have signed the Agreement the hourly base wage of the classifications covered by this Agreement shall be as set forth in "Exhibit A, Grade and Step scale" and shall remain the hourly wage schedule throughout the fiscal year 2014-2015. However, no officer shall receive a retroactive pay increase or deduction for the time between July 1, 2014 and when the Parties sign the Agreement.

Section 2: Officers who are promoted to a new classification shall receive a five percent (5%) increase in their base pay for each classification move respectively. For example, an officer promoted two classifications to Sergeant shall receive a ten percent (10%) increase in his or her base pay.

Section 3: Officers shall receive incentive increases to their base pay for receiving Peace Officer Standards and Training (POST) certificates. Incentive increases shall be as follows:

- Category 3 POST Certificate 1.5%
- Category 1 POST Certificate 3% (does not stack with Cat 3)
- Intermediate POST Certificate 3%
- Advanced POST Certificate 3%
- Management POST Certificate 3%

Section 4: Shift Differential

An officer that works fifty percent (50%) or more of his or her duty hours in a single pay period between 4 pm and 8 am shall receive shift differential for that pay period. Shift differential shall

be calculated by increasing the officer's total rate of pay calculated in Sections 1-3 by five percent (5%) after a qualifying pay period. Shift differential is not a perpetual incentive and must be earned during a pay period independent of other pay periods. An officer shall not count sick leave, annual leave, and other forms of paid leave as hours worked between 4 pm and 8 am when calculating percentages for shift differential. However, an officer shall receive shift differential for sick leave, annual leave, and other forms of paid leave during a pay period in which the officer otherwise qualifies for shift differential.

Section 5: Physical Agility Incentive

Annually, each officer may take the Nevada POST approved physical agility test. If the officer elects to perform the test, the officer must perform the test on his or her own time. The Sheriff shall establish minimum standards for officers to meet. Each year in which an officer meets the standards established by the Sheriff the officer shall receive a $650 bonus independent of the officer's salary in a separate check or electronic transfer in the pay period following successful completion.

Section 6: Longevity

Each officer hired before July 1, 2012 shall receive a five percent (5%) increase in his or her base pay after each forty-eight (48) months of service. No officer shall receive more than six (6) longevity pay increases.

Each officer hired after June 30, 2012 shall receive four (4) longevity pay increases. Longevity will be paid at the rate of five percent (5%) of his or her base pay beginning year ten (10) and five percent (5%) every sixty (60) months thereafter with a cap of twenty percent (20%).

ARTICLE 20 - EMPLOYMENT STATUS AND DISCIPLINARY PROCESS

Section 1: Resignation: A full-time officer who resigns shall submit their written resignation to the Sheriff and give at least two (2) weeks' notice. The Sheriff, with the concurrence of the officer, may shorten or waive the notice period.

Section 2: Temporary Employment Termination: Temporary officers may be terminated at such time as their assigned job is completed or funding for the project is exhausted. The decision to terminate a temporary officer is final and not subject to grievance or arbitration.

Section 3: Part-time Employment Termination: Part-time officers may be terminated at such time as their assigned job is completed, funding for the project is exhausted or any other reason as they are at-will officers. The decision to terminate a part-time officer is not subject to grievance or arbitration.

Section 4: Probationary Employment Termination: If during a probationary period an officer's performance or conduct is not satisfactory to the County, the officer may be terminated without recourse to the grievance and arbitration provisions of this Agreement.

Section 5: Discipline and Disciplinary Procedure: Discipline can be administered in accordance with Article 20 for any violation of any provision of this Agreement. The County is committed to utilizing disciplinary actions as a means to change and correct behavior, rather than as a form of punishment or embarrassment. The County will normally apply discipline progressively, and both parties acknowledge that there will be times when non-progressive discipline, up to termination, may be warranted.

Should the County initiate an investigation of alleged officer misconduct; the investigation will be completed along with any disciplinary recommendation, within fourteen (14) calendar days of the initial officer interview. Should circumstances preclude compliance with this timeframe, the elected official will notify the LEA and provide an estimate for completing the investigation. If there is a disciplinary recommendation of suspension, demotion or termination, the required hearing with the elected official or designee may occur after this fourteen (14) day period.

A. Discipline Categories are: conduct, attendance and performance. Each category is defined below.

1. Conduct Category:

a. Insubordination;
b. Alcohol or substance abuse on the job;
c. Conduct unbecoming an officer;
d. Conduct which discredits the County;
e. Acts of moral turpitude;
f. Granting an improper privilege;
g. Threatening or striking another person;
h. Intentionally falsifying County documents;
i. Intentionally giving false statement during an investigation;
j. Engaging or conspiring in the theft of County property or supplies;
k. Theft of the personal property of others;
l. Sexual or racial harassment action;
m. Violation of the criminal laws of the United States, State of Nevada, or any other state of which, had it occurred in Nevada, would be a crime in Nevada;
n. Violation of any provision of the County code or County policies;
o. Violation of department policies;
p. Outside employment that conflicts or interferes with assigned duties;
q. Improper use of one's employment with the County for the officer's personal and/or financial advantage;
r. Unauthorized use and/or destruction of County property, equipment and/or materials;
s. Solicitation as a County officer for money, goods, or services not specifically authorized by the County Commissioners or designee;
t. Acceptance or solicitation of a bribe or any compensation intended to influence the officer in the performance of their duties for the County;

u. Divulgence of any confidential material to anyone not authorized to receive it;
v. Misconduct in office.

2. Attendance Category: Officers who enter a progressive disciplinary process for attendance or tardiness will be notified of this in writing by management. This notification will clearly identify the unacceptable behavior and future expectations and consequences.

    a. Tardiness;
    b. Sick leave abuse;
    c. Unexplained absence from duty;
    d. Abandonment of post: An officer absent from duty in excess of three (3) days without a satisfactory explanation shall be considered to have abandoned their post and shall be terminated provided that the Sheriff shall make a reasonable effort to locate the officer.

        i. Reasonable effort to locate the officer shall be satisfied if the Sheriff or County Commissioners send a certified letter with return receipt requested to the officer at the address shown in the officer's personnel file.

        ii. Termination for abandonment of post shall be deemed to be for just cause.

3. Performance Category:

    a. Safety: Willful violation of safety practices in performance of duties, including operation of County equipment and vehicles.

    b. Unsatisfactory Service: An officer who has completed the probationary period may be terminated or subject to disciplinary action if their performance or conduct is not satisfactory.

    Unsatisfactory Service is:

        i. If the officer fails to perform the functions of the assigned position;
        ii. If the officer fails to establish and maintain cooperative working relationships;
        iii. Incompetence;
        iv. Inefficiency;
        v. Neglect of duties.

B. Types of Discipline: An officer whose conduct, attendance or performance is considered unsatisfactory shall be subject to discipline. Depending on the nature and severity of the offense or performance problem, anyone of, or combination of, the following types of

discipline may apply: counseling, written reprimand, suspension, decision-making leave, demotion, probation, and/or termination.

1. Informal Discipline: The identification of an officer's unsatisfactory behavior, and the opportunity given to the officer for correction. Informal discipline consists of counseling and oral warning.

    a. Counseling: Sheriff counsels the officer regarding their unsatisfactory behavior.

    b. Oral Warning: Sheriff provides clear warning that continued unsatisfactory behavior will lead to formal discipline.

    c. Personal Improvement Plans: Officers may be subject to Personal Improvement Plans designed to address specific performance issues without formal discipline.

2. Formal Discipline: Continued unsatisfactory behaviors, or committing offenses of such serious nature that requires immediate expulsion from work, are subject to the formal discipline process. Formal discipline may consist of anyone or combination of the following:

    a. Written Reprimand: An officer receives official written notice to correct continued unsatisfactory behaviors.

    b. Personal Improvement Plans: Officers may be subject to Personal Improvement Plans designed to address specific performance, conduct or attendance issues and such Plans will specifically identify formal discipline that may result from non-compliance.

    c. Suspension: An officer may be suspended with or without pay as a disciplinary measure. Suspension without pay requires a pre-disciplinary hearing approved by the County Commissioner responsible for officer contracts and relations, or designee.

    An officer may be suspended without pay for an indefinite period of time as a result of a criminal complaint in a court of law.

    d. Demotion: An officer may be demoted as a result of a disciplinary action. Demotion requires a pre-disciplinary hearing approved by the County Commissioner responsible for officer contracts and relations or designee.

    e. Decision-Making Leave: Paid or unpaid time away from work is provided so that the officer may decide on whether employment with the County is in their best interest.

f. Probation: An officer may be placed back into a probationary period not to exceed six (6) months in an effort to further evaluate and rehabilitate the officer. Same infraction during a probationary period may be subject to termination without recourse to the grievance and arbitration provisions of this Agreement.

g. Termination: An officer may be terminated as a result of disciplinary action. Any termination under this Article shall be in writing and shall set forth the reasons for such termination. Prior to termination, excluding temporary or probationary officers, the officer shall receive a pre-disciplinary hearing approved by the County Commissioner responsible for officer contracts and relations or designee.

3. Discipline Records: An officer shall be notified in writing of any formal disciplinary action that could lead to suspension, demotion, decision making leave, probation or termination. The officer shall have the opportunity to meet with the County Commissioner responsible for officer contracts and relations, or designee, prior to the proposed formal discipline, and may also respond to the proposed formal discipline in writing.

    a. Records of disciplinary actions, excluding informal discipline or oral warnings, will be retained in the officer's official personnel file for a one (1) year period.

        i. If one year has passed without any further disciplinary action and the document is not the subject of a pending investigation, the disciplinary record will be removed from the personnel file upon written request of the officer to the County Commissioner responsible for officer contracts and relations.

        ii. The County Commissioner responsible for officer contracts and relations will respond to the officer's request to remove the discipline record within thirty (30) days.

        iii. Performance evaluations are exempt from this Article.

        iv. The officer shall have access to their personnel file, along with the officer's representative. An officer may insert into their personnel file a rebuttal statement in response to written reprimands or negative commentary in the file.

        v. Any written record of discipline not previously provided to the officer will not be used as a basis for subsequent progressive discipline.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1: The purpose of the Grievance Procedure shall be to settle all grievances between the LEA and the County as quickly as possible to insure efficiency and promote officer morale. Should any officer, group of officers, or the County feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustment shall be sought as follows:

Section 2: In order to promote harmony, the LEA and the County agree that the officer is encouraged to discuss matters in dispute with the Sheriff first.

Section 3: All grievances must be filed in writing, within ten (10) calendar days after the matter in dispute or disagreement is alleged to have occurred; provided, however, a grievance concerning rates of pay covered by this Agreement shall be presented within fifteen (15) calendar days of the date the officer could reasonably be expected to discover the alleged improper payment.

Step 1: The grievance shall first be discussed among an LEA representative, the officer, the Sheriff and the County Commissioner responsible for officer contracts and relations within ten (10) calendar days of its filing. If the grievance is not settled during this informal discussion, it may be processed to Step 2. In the issue of suspension or termination, the LEA may immediately proceed to Step 3.

Step 2: Within seven (7) calendar days from the date of the informal discussions with the Sheriff and County Commissioner responsible for officer contracts and relations, but not later than fourteen (14) calendar days after the act or omission giving rise to the grievance, the LEA Representative shall present the grievance, in writing, to the Sheriff. The Sheriff shall arrange for such meetings with the LEA and make such investigations as are necessary. The Sheriff shall respond in writing to the aggrieved within seven (7) calendar days of their receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 3.

Step 3: Within seven (7) calendar days from receipt of the written response from the Sheriff, the LEA Representative shall present the grievance, in writing, to the County Commissioner responsible for officer contracts and relations, accompanied by all correspondence and existing evidence on the matter. The County Commissioner responsible for officer contracts and relations, or designee, after consultation with the aggrieved officer and/or LEA Representative, will then make a determination, within seven (7) calendar days from the date of submission.

Step 4: If a mutually satisfactory settlement cannot be reached between the County Commissioner responsible for officer contracts and relations, or designee and the LEA, the parties may mutually agree to request alternate dispute resolution through Federal Mediation and Conciliation Service (FMCS).

Step 5: If a mutually satisfactory settlement cannot be reached through Step 4, the LEA or the County shall have the right to refer the matter to an arbitrator for final determination. The party seeking such final determination must notify the other of its decision in writing within ten (10) calendar days of the Step 3 response or the date of the Step 4 mediation with the FMCS. Should the ten (10) days elapse without written notification, the grievance shall be deemed withdrawn with prejudice. In the event that the LEA chooses not to pursue a grievance involving a termination, the officer filing a grievance may pursue the matter, without the assistance of the LEA, in accordance with the remainder of this article. Any individual utilizing this option will be required to sign a waiver releasing the LEA from any additional responsibility and/or liability related to this employment action.

All costs incurred by the officer, including but not limited to those outlined in Step 8 of this article, will be the responsibility of the officer. Should the former officer choose to arbitrate their dispute, both the County and the former officer will be required to place ten thousand dollars ($10,000) into an escrow account to ensure the payment of the arbitrator as detailed in Step 8 of this procedure. Should the grieving individual fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details, they will forfeit their ability to arbitrate the issue and the matter will be considered withdrawn.

Step 6: In the event the County and the LEA proceed to arbitration, the parties shall jointly request from the Federal Mediation and Conciliation Service the names of five (5) arbitrators.

One arbitrator shall be selected by alternately striking names from the list, the party filing for the dispute resolution shall have the first strike, and the dispute shall be submitted to the arbitrator then remaining. Such arbitration shall be conducted under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.

Step 7: The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.

Step 8: The arbitrator's decision shall be final and binding, and the cost for arbitration shall be born equally between the LEA and County. The parties shall bear their own expenses for attorneys, court reporters and other related arbitration expenses.

Section 4: Grievances not filed, processed or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be.

ARTICLE 22 - LAYOFF PROCEDURE

Section 1: Positions to be eliminated

If the County determines the need for a reduction in its work force for lack of work or lack of funds, written notice of not less than thirty (30) calendar days shall be provided to officers to be laid off. The County will determine the number of positions to be eliminated in each job class and the officers to be laid off within each affected job class. For purposes of this Article, a job class shall be one of those listed in Article 1 of this Agreement.

Section 2: Order of Layoff

A. Reduction of the work force shall be based on seniority in classification as determined by the County. Starting with the persons in the highest classification in which the reduction in force is taking place, persons in each classification shall compete on the basis of seniority in the classification, with the layoff of the least senior. Seniority in classification shall commence on the most recent date of appointment to such classification and shall be uninterrupted.

B. An officer designated for demotion or layoff shall have the right to bump an officer in the lower class if she/he has more seniority in the lower class.

C. Upon demotion to the next lower classification, the officer shall be placed at the salary step at the lower classification commensurate with her/his length of service with that department.

Section 3: Recall and Return Rights

Officers that are laid off or returning from an honorable termination will have a right to return to a vacancy in the same class from which they left. Recall shall be in inverse order of layoff or termination.

Section 4: Recall List

Officers shall remain on the recall list for one (1) year following the date of layoff or honorable termination. However, such officers shall be removed from the recall list if:

A. They decline appointment to a position in the same class at the same salary step as the position from which their layoff occurred; or

B. They fail to report for duty within fifteen (15) calendar days of the mailing of notice of recall to County employment.

Section 5: Recall Notice

Notice of recall or available position may be made in person or by U.S. mail, return receipt requested. It is the responsibility of each laid off officer to notify the County of his/her current address.

ARTICLE 23 – SAFETY, HEALTH AND UNIFORMS

Section 1: It is the policy of the County to provide a place of employment which is free from recognized hazards that are causing or are likely to cause harm to its officers. The County will do everything reasonably necessary to protect the lives, safety, and health of its officers.

Section 2: Uniforms

A. The Sheriff may require officers to wear uniforms as he or she may deem necessary.

B. Each officer shall receive a uniform/equipment allowance of one-thousand two-hundred dollars ($1,200) with the first paycheck of each fiscal year. Each officer shall receive a check or electronic payment separate from and not included with a regular payroll check.

Section 3: Officers who, in the course of their duties, fail to observe or correctly apply established safety protocol or do not use appropriate safety equipment or uniforms as directed by the Sheriff shall be subject to disciplinary action.

Section 4: Replacement of Damaged Items

The Parties acknowledge that all officers may wear and use personal items to facilitate their law enforcement duties. Such items include, but are not limited to, wristwatches, cameras, tape recorders, knives, eyeglasses, etc.

The Parties agree that if a personal item is damaged or lost while an officer is on duty or in the performance of his or her official duties through no negligence of the officer, the County

will reimburse the officer for the item at its replacement value. Such replacement value shall not exceed one hundred and fifty dollars ($150) for a single item.

The Sheriff shall have the authority to make the preliminary factual determinations as to whether or not the loss or damage occurred while the officer was on duty and whether or not the officer's negligence contributed to the loss or damage. Any officer that disputes the Sheriff's factual determinations may submit a grievance through the procedures provided in this Agreement.

Any officer suffering a loss or damage in excess of the single-item limitation may submit a request for additional reimbursement to the County Commission. The decision of the County Commission shall be discretionary and not subject to the grievance procedures provided in this Agreement.

ARTICLE 24 – AMENDING PROCEDURE

Section 1: If either party desires to modify or change this Agreement, it shall give written notice to the party of the amendment, except that no amendments or modifications to this Agreement shall be made except by mutual agreement of the parties or through the provisions of Article 25 – Savings Clause. Any amendment whether a proposed amendment or alternative to a proposed amendment that may be mutually agreed upon pursuant to the provisions of Chapter 288 of NRS shall become and be part of this Agreement.

Section 2: Financial Emergency

The County and the LEA agree that if Lincoln County's revenues suffer a significant decrease, then Lincoln County shall notify the LEA of the projected shortfall before reducing the workforce through the budget process. The LEA promises to negotiate in good faith if such financial emergency occurs.

Section 3: 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 - SAVINGS CLAUSE

Section 1: This Agreement is the entire agreement of the parties, terminating all prior arrangements and concluding all negations during the term of this Agreement. The County shall, from time to time, meet with the LEA to discuss its view relative to the administration of this Agreement. The LEA may also request discussion, if it wishes.

Section 2: Should any provisions of this Agreement be found to be contravention of any federal or state law, or by a count of competent jurisdiction, such particular provision shall be

null and void, but all other provisions of this Agreement shall remain full force and effect until otherwise cancelled or amended.

Section 3: In the event that sub-section 2 above is affected or NRS 288 is amended, the County and the LEA negotiating teams will meet within thirty (30) days of such decision or passage to discuss its ramifications on the current negotiated Agreement and amendments made, if necessary.

ARTICLE 26 – USE OF COUNTY FACILITIES

Section 1: The County recognizes the necessity of the LEA to hold meetings. It is mutually agreed that the LEA shall be permitted to meet in the 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 LEA.

B. No such meeting shall be allowed to interfere with normal County activities.

C. This provision is not a guarantee to the LEA that County facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the LEA. Use of County facilities for political activities is specifically prohibited.

ARTICLE 27 – DURATION OF AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall have full force and effect from and after July 1, 2014, through June 30, 2016. This Agreement shall supersede any and all previous agreements made between the parties hereto. After the expiration of this Agreement, its provisions shall remain in effect until a new agreement is reached or the Parties reach an impasse in negotiations.

WARRANT OF AUTHORITY

The signatories to this Agreement on behalf of the County and the LEA hereby warrant and represent that they are authorized to enter into this Agreement.

IN WITNESS WHEREOF, THE County and the LEA have agreed the 11th day of August, 2014.

BOARD OF COUNTY COMMISSIONERS
LINCOLN COUNTY, NEVADA

Chairman

Member

Member

Member

Member

ATTEST:

CLERK

LAW ENFORCEMENT ASSOCIATION

Mathew Bailey
President