AGREEMENT

between

LYON COUNTY, NEVADA

and

LYON COUNTY SHERIFF'S EMPLOYEE ASSOCIATION
(July 1, 2012- June 30, 2013)

PREAMBLE

WHEREAS, County and Association are engaged in public services essential to the health, safety and welfare of the residents of County; and

WHEREAS, County, its employees and representatives of its employees have a high degree of responsibility to the general public; and

WHEREAS, the parties to this Agreement and the employees covered by this Agreement recognize their responsibility to provide the services for which they are involved without interruption; and

WHEREAS, the parties understand that the Board of Lyon County Commissioners is charged by law with the duty and responsibility of operating and providing county government services and in carrying out those duties and responsibilities in employing county employees in its operations. The terms and conditions of employment of employees and County regulations and rules affecting the employment of those employees are matters of mutual concern to County and Association. It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations, exchange of communications and views, and resolutions of any misunderstandings or grievances, and to set forth in writing hereinafter the Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment so that both parties are accorded the rights granted to them by Nevada Revised Statutes and that each party recognizes and respects the statutory rights of the other party.

NOW, THEREFORE, the parties enter into this Agreement as a means of maintaining a harmonious relationship and fostering a responsible and peaceful labor relations policy between LYON COUNTY, NEVADA, hereinafter County, and LYON COUNTY SHERIFF'S EMPLOYEES ASSOCIATION, hereinafter Association.

ARTICLE 1. EFFECTIVE DATE, PARTIES

This Agreement shall be effective as of the 1st day of July, 2013, and shall remain in full force and effect to and including the 30th day of June, 2014.

The parties to this Agreement are the LYON COUNTY SHERIFF'S EMPLOYEES ASSOCIATION, hereinafter "Association" and LYON COUNTY, NEVADA, by and through the Lyon County Board of Commissioners and the Lyon County Sheriff, hereinafter "County" unless expressly referred to as "Commissioners" or "Sheriff".

ARTICLE 2. RECOGNITION

Association is hereby recognized as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours and conditions of employment pursuant to the provisions of NRS 288.010 et seq., for all classified employees in the bargaining unit(s) covered by this Agreement, which included all classified employees within supervisory and non-supervisory law enforcement officer positions in the following classifications:

(1) Non-Supervisory Bargaining Unit

a. Deputy

(2) Supervisory Bargaining Unit

a. Sergeant
b. Lieutenant

ARTICLE 3. NO-STRIKE CLAUSE

a. Association agrees not to and will not promote, sponsor, or engage in, against County any strike, slowdown, interruption of operation, work stoppage, absence from work upon any pretext or excuse not founded in fact, or any intentional interruption of the business of the Sheriff's Department, regardless of the reason for so doing, and will use all reasonable efforts to induce all employees covered by this Agreement to comply with this pledge.

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

ARTICLE 4. RIGHTS OF MANAGEMENT

County, Sheriff, and Commissioners retain, and do not waive in any respect, all rights conferred upon them, jointly and severally, by NRS Ch.288, any and all other provisions of the Nevada Revised Statutes, and relevant case law including current language under: NRS 288.150 Negotiations by employer with recognized employee organization: Subjects of mandatory bargaining; matters reserved to employer without negotiation.

3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

(a) Except as otherwise provided in paragraph (u) of subsection 2, the right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to paragraph (v) of subsection 2.

(c) The right to determine:

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

(2) The content of the workday, including without limitation workload 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.

4.. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Those actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.

5.. The provisions of this chapter, including without limitation the provisions of this section, recognize and declare the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

The parties agree that the specific subject matters listed under NRS 288.150 above will change as the law changes.

ARTICLE 5. NON-DISCRIMINATION

(1) Consistent with Federal and State law the County and Association will not discriminate against any employee in the bargaining unit(s) because of race, color, religion, sex, age, physical or visual disability, mental disability, national origin, or because of political of similar reasons or affiliations, or sexual preference, so long as the employee's ability to perform assigned tasks are not affected. County reserves the right to discriminate where such discrimination is for legally valid reasons of employment.

(2) The terms of this Agreement shall apply equally to all employees covered hereunder without favor or discrimination.

(3) County will not interfere with, or discriminate in respect to any terms or conditions of employment against any employee because of membership in or refusal to join Association, nor will County encourage or discourage membership in any employee bargaining organization.

(4) No employee shall be coerced or required to engage in political activity of any nature. No employee covered hereunder may enter into or conduct any political activity while on duty or in uniform.

(5) Association employees hereby pledges to conduct themselves at all times in a manner appropriate for a law enforcement officer of County.

ARTICLE 6. RIGHTS OF ASSOCIATION

(1) County recognizes and agrees to deal with representatives of Association on all matters covered by this Agreement and pursuant to the provisions of NRS 288.010 et seq., so long as the subject matter does not impinge upon County's management rights provided by NRS 288.150. To the maximum extent practicable, only non-supervisory employees shall represent non-supervisory employees. To the maximum extent practicable, only supervisory employees shall represent supervisory employees. Nothing in this agreement prevents the Sheriff from meeting and conferring with Association on matters covered by this agreement.

(2) Selection of representatives of non-supervisory employees and supervisory employees shall be the responsibility of Association. Association shall provide County with a list of its representatives and shall be responsible to maintain and provide County with notification of all changes.

(3) Release time for employee representative shall be limited for the purpose of (1) attending County meetings, including negotiations, which have a direct impact on the Association, (2) investigating, processing or attending meetings in accordance with the provisions of the grievance-arbitration procedures of the Agreement, or (3) meetings called by the County for information exchange and other conditions designated by the County concerning the interpretation or application of the terms and conditions of this Agreement.

(4) If such Association business or representation must be conducted during an employee representative's regular work shift, County shall, upon advance approval of the Sheriff, or his designee, release the employees to conduct Association affairs.

(5) The employees released from work to conduct Association business as herein provided shall be without pay except for one employee designated by the Association President who shall receive pay to conduct Association affairs.

(6) The Sheriff shall not unreasonably withhold approval of requests for release time pursuant to this Article.

(7) County authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the employee's scheduled work day.

(8) Non-Employee Access: Authorized non-employee Association representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins on bulletin board(s) without unreasonable interference with employee work. The Association shall give the Sheriff a written list of such authorized Association Representatives. Only those people whose name appears on the current list shall be granted access, with prior notification to and approval by the Sheriff or designee, under this provision.

(9) The Association will be provided space for a bulletin board not exceeding 3 x 4 feet at location the Sheriff's Office and Substations subject to location approved by the Sheriff or designee. The location approved shall not include areas that are hidden from the membership including locked rooms or closets. Materials to be posted subject to review and approval by the Sheriff or designee and shall not contain any obscene, defamatory, derogatory or of a partisan political nature nor shall pertain to public issues which do not involve the County or its relationship with the Association. The Association may use county telephones and County e-mail as approved by the Sheriff regarding processing grievances and Association meetings and negotiations. The Association is authorized to use County copiers to reproduce materials regarding grievances and negotiations and will reimburse County for actual costs. County-owned meeting facilities may be made available to Association upon the same basis as the facilities are made available to the public. If a rental or use fee is charged to the public, the same rental or use fee shall be charged to Association.

(10) The Sheriff, or his designee, and Human Resources Manager shall meet quarterly if requested by the Association or the County with purpose of engaging in labor management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. Up to three (3) employee representatives will be provided paid release time if meeting scheduled during regular work hours subject to the operational requirements of the Sheriff's Department as determined by the Sheriff or designee.

(11) The Sheriff will provide the Association President copies of all proposed changes to general orders, and rules and regulations prior to their effective

date.

ARTICLE 7. COMPENSATION (WAGES)

(1) Basic Compensation

The County will require direct deposit for all employees on and after July 1, 2002. Exceptions for good cause subject to approval by County Manager or designee.

All employees will be paid on each bi-weekly Friday with salary computed through the end of the preceding payroll cycle. The amount of pay shall be for the number of hours on duty or on authorized paid absence. Pay rates shall be as specified in the attached Appendices. Base hourly rate as used in this labor agreement shall be defined as the employee's step on the applicable salary appendix attached to this contract unless otherwise indicated. Base hourly rate shall be increased by the applicable special pays for any employee so assigned where specified under certain articles in this Agreement.

Basic compensation for all employees in the bargaining unit(s), shall be based upon a work year of 2,080 hours. The employee's basic hourly rate shall be the basic annual rate divided by 2,080. The employee's 80 hour work period may not be the same as bi-weekly pay period. Overtime rates, where applicable, shall be compensated according to federal wage/hour law and terms and conditions of this Agreement. Basic compensation shall be:

FY 2006-2007 There will be increases to the 2005-2006 salary schedules (Schedule C) effective the first full pay period following July 1, 2006 in the amounts of 24.03% for deputies, 15.44% for sergeants and 17.35% for lieutenants. See Salary Schedule D (2006-2007) attached hereto – APPENDIX A. All effected staff will be placed in a step in the new pay grades that is closest to their current rate of pay and guarantees no less than a 5.33% salary increase effective the first full pay period following July 1, 2006.

FY 2007-2008 - There will be an increase to the 2006-2007 salary schedule (Schedule D) of 3.0% effective the first full pay period following July 1, 2007. See Salary Schedule E – APPENDIX B

FY 2008-2009 - There will be an increase to the 2007-2008 salary schedule (Schedule E) of 3.0% effective the first full pay period following July 1, 2008. See Salary Schedule F – APPENDIX C

FY 2009-2010 - There will be no increase to the 2007-2008 salary schedule (Schedule E) – See Salary Schedule F- APPENDIX C

FY 2010-2011 - There will be no increase to the 2007-2008 salary schedule (Schedule E) – See Salary Schedule F- APPENDIX C

FY 2011-2012 - There will be changes to reflect annual salary step increases for Sergeants and Lieutenants effective the first full pay period following July 1, 2011 to the 2007-2008 salary schedule (Schedule E) – See Salary Schedule G – APPENDIX D

FY 2012-2013 - There will be no increase to the 2007-2008 salary schedule (Schedule E) – See Salary Schedule G - APPENDIX D

FY 2013-2014 – There will be no increase to the 2007-2008 salary schedule and step increases will be frozen, and there will be no new or additional longevity paid for the period July 1, 2013 through June 30, 2014 (Schedule F).

Any employee hired to begin at Step 1 by reason of qualifications shall only be required to serve the requisite number of years in grade for the Step for which he/she was hired. In the following salary schedules the reference to year(s) is year(s) in the particular grade of Deputy, Sergeant and Lieutenant and is not a reference to total years of County employment. Employees who are Nevada POST certified (Category I/III) when hired will begin at Step 1, and will be required to serve 2 continuous years in Step 1. If employee is hired without Nevada POST certification (Category I/III) the employee will begin at Entry/Probationary Step and move to Step 1 on completion of 1 year probationary period. Employees hired in at step 1 must still serve 1 year probationary period.

Upon promotion the employee shall receive at least a five (5.0%) percent pay increase not to exceed the top step in the salary schedule.

A Deputy, Sergeant or Lieutenant who has served in his/her top step of his/her rank for a minimum of one calendar year shall be paid an annual longevity benefit computed at 1% of employee's base hourly rate not exceeding the maximum base hourly rate of the next higher rank. The longevity benefit is added to the base hourly rate effective in the pay period following the employee's one year anniversary in the top step effective the first full pay period following July 1, 2003. This longevity benefit terminates on promotion to the next higher rank.

Any employee hired to begin at Step 1 by reason of qualifications shall only be required to serve the requisite number of years in grade for the Step for which he/she was hired. In the following salary schedules the reference to year(s) is year(s) in the particular grade of Deputy, Sergeant and Lieutenant and is not a reference to total years of County employment.

(2) Incentive Compensation

On the recommendation of the Sheriff, and if budgeted by the Lyon County Commissioners, periodic bonus increases may be granted to employees as recognition for the duties assigned to their position in the form of a bonus payment. Any bonus

granted to an employee shall not be considered an increase to basic compensation.

Bonuses shall be paid at the rate of $.75 per hour effective the first full pay period following July 1, 2004 and $1.00 effective the first full pay period following July 1, 2005, in addition to the basic hourly wage, while the employee is actively engaged in the following duties:

a. FTO duties.
b. Rangemaster duties.
c. POST Certified Instructor Training
d. Bilingual

(3) Shift Differential

All classified employees shall receive shift differential pay on all hours worked including overtime hours worked in addition to basic compensation in the following manner:

a. Swing shift. Seventy-five cents ($.75) per hour for all regular hours worked and one dollar twenty-five cents ($1.25) for all overtime hours worked on swing shift effective the first full pay period following July 1, 2006.

b. Overlap shift. One dollar ($1.00) per hour for all regular hours worked and one dollar fifty cents ($1.50) for all overtime hours worked on overlap shift effective the first full pay period following July 1, 2006.

c. Graveyard shift. One dollar ($1.00) per hour for all regular hours worked and one dollar fifty cents ($1.50) for all overtime hours worked on graveyard shift effective the first full pay period following July 1, 2006.

(4) Overtime

Overtime shall be compensated at the rate of one and one-half (1 1/2) times regular hourly compensation as defined by federal wage/hour law. Alternatively, overtime may be compensated at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Compensatory time shall be taken within *one hundred and twenty (120) work* days of accrual, or else compensated in cash. In lieu of overtime or premium pay for working a holiday, compensatory time-off may be allowed and scheduled subject to the convenience of the employee and Department. Court appearance overtime shall be eligible for compensatory time-off. Compensatory time may be accrued up to a maximum of two hundred and forty (240) hours. Overtime shall be paid for all hours actually worked in excess of eight (8) hours in one work day in a 5 day workweek (the work week begins at 12:01 am on Saturday and ends at 12:00 midnight on the next Friday)/10 hours in one work day in a 4 day workweek (the work week begins at 12:01 am on

Saturday and ends at 12:00 midnight on the next Friday), or in excess of eighty (80) hours in a 14 day work period provided that:

a. Sheriff at his option may establish a work day of ten (10) hours with a four-day work week;

b. No overtime shall be paid when an employee works two shifts in one twenty-four hour work day because of rotation from one shift to another.

c. Effective the first full pay period following July 1, 2003, annual leave and **worked/unworked** holidays listed in Article 7(6)(e) will be included as time actually worked for the purposes of calculation of overtime under this Article.

   Effective July 1, 2012 Sick leave, compensatory time used, county approved personal day, and service connected disability leave will be included as time actually worked for the purposes of calculation of overtime under this Article Stand-by will not be included as time actually worked for the purposes of calculation of overtime under this Article. These overtime guidelines will have an automatic sunset provision effective as of June 30, 2013 as well the County will retain the option to allow for the Sheriff to recommend discontinuation of these overtime pay practices at anytime with approval of the Board of County Commissioners and consultation with the LCSEA.

(5) Call-Back Pay

All callback hours shall be compensated at the overtime pay rate with a minimum of two (2) hours pay. Call-back pay and the two (2) hour minimum do not apply to overtime scheduled with more than 12 hours notice or where the employee is held beyond his/her regular shift. The word schedule as used in this Article is defined as indicated on the regular schedule as posted the fifteenth day of each month.

(a) Except as it may conflict with the Nevada Administrative Code 284.214, call-back pay is defined as compensation earned for returning to duty after a member has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice.

(b) Scheduling the 12-hour rule set forth in subsection (a) may be activated by an electronic call-out if required for the shift scheduling from the County. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.

(c) An employer may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12-hours notice to request a return to duty, if the employer has knowledge more than 12 hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.

(d) Subsections (a) through (c) apply to all members with an effective date of membership on or before June 30, 2008.

(e) Except as it may conflict with the Nevada Administrative Code 284.214, call-back pay is defined as compensation earned for returning to duty after a member has completed his regular shift and is requested to return to duty with less than 12 hours notice to respond to an emergency, except for any member who is (1) called into work while on standby status, (2) not required to leave the premises where he is residing or located at the time of notification in order to respond, or (3) called back to work if the work begins 1 hour or less before or after his scheduled work shift.

(f) For call-back pay purposes "emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the governing body or chief administrative officer of the County.

(g) Scheduling the 12-hour rule set forth in subsection (a) may be activated by an electronic call-out if required for the shift scheduling from the County. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.

(h) An employer may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours notice to request a return to duty, if the employer has knowledge more than 12 hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.

(i) Subsections (e) through (h) apply to all members with an effective date of membership on or after July 1, 2008.

(j) Whenever an employee is called back to work by his supervisor pursuant to the terms of this Article, he shall be credited with a minimum two (2) hours work at the rate of time and one-half.

(6) Holiday Pay

a. When a holiday occurs on an employee's scheduled work day and the employee receives the day off, the employee shall be compensated for their scheduled hours at regular pay, and such compensation shall be considered when computing overtime pay for that pay period.

b. If the holiday occurs on an employee's scheduled workday, and the employee is required to work, the employee shall be compensated at two and one-half time (2 ½) basic hourly pay their scheduled hours worked. The scheduled hours shall be included when computing overtime pay for that pay period.

    1. If the employee is required to work overtime on a holiday which falls on the employee's scheduled work day the employee shall be compensated at two and one-half (2 ½) times regular hourly pay for the overtime hours worked.

c. If a holiday occurs on an employee's scheduled days off employee shall be compensated regular hourly pay for their scheduled hours, such compensation shall be considered when computing overtime for that period.

d. If a holiday occurs on an employee's scheduled day off and employee is required to work, employee shall be compensated at two and one-half (2 ½) times hourly pay for their scheduled hours worked. The scheduled hours shall be considered when computing overtime hours worked.

    1. If the employee is required to work unscheduled overtime on a holiday which occurs on the employee's scheduled day off, the employee shall be compensated at triple (3) times regular hourly pay for the overtime hours worked. Employees are responsible for documenting unscheduled Holiday overtime worked on timesheets.

e. If a holiday occurs on an employee's scheduled day off the employee shall be eligible for use of annual leave time up to 40 hours in the week for scheduled work days. The employee will also be eligible for Holiday pay for any holiday that occurs on the employees scheduled day off during the pay period. This extra Holiday pay will not apply towards hours worked for calculating overtime.

f. Holidays for the purpose of this Section shall be as follows:

    January 1 (New Year's Day)
    Third Monday in January (Martin Luther King, Jr.'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 (Veterans' Day)
Fourth Thursday in November (Thanksgiving Day)
Friday following the fourth Thursday in November (Family Day)
December 25 (Christmas Day)

g. The word schedule (d) as used in this Article is defined as indicated on the regular schedule as posted the fifteenth day of each month.

h. For employees scheduled to work Monday through Friday, designated holidays falling on a Saturday shall be celebrated as paid time off on the preceding Friday and designated holidays falling on a Sunday shall be celebrated as paid time off on the following Monday.

i. For employees scheduled to work a schedule other than Monday through Friday, a designated holiday falling on an employee's regularly scheduled work day or day off shall be paid as prescribed in Section f. of this Article.

(7) Special Pay Practices

a. Acting Pay: An employee assigned by the Sheriff or designee in an acting capacity to work in a higher job classification than the employee's permanent classification shall be paid for the higher classification if he serves in such capacity for five (5) or more consecutive days.

b. Court Appearances: All employees, including supervisory Bargaining Unit employees, required to appear before courts or administrative agencies on County business shall be paid their regular pay, including overtime as appropriate. No employees shall receive or retain any witness fees for such appearances. If the employee is in an off duty status a minimum two (2) hours will be paid at the overtime rate of pay.

c. Cancellation of Court Appearances: If an employee is in an off duty status and does not receive at least twenty-four (24) hours notice of cancellation of said court appearance, he/she shall be paid 2 hours at the employee's regular hourly rate. Notice of cancellation may be in writing, by telephone, in person or by message left on the employee's answer phone or other electronic means. In order to be eligible for this benefit the employee must have called the Lyon County District Attorney between 36 and 24 hours prior to the scheduled court appearance.

(8) Educational Incentive

Those employees who have the following Nevada POST Certificates at the beginning of each fiscal year:

Intermediate POST:	$250/year
Advanced POST:	$500/year
Supervisor POST:	$600/year
Management POST: $750/year	

Amend bonus payments from $100 to $250, $250 to $500, $500 to $750 effective the first full pay period following July 1, 2005. Add Supervisor POST $600/year effective July 1, 2010.

This bonus will be paid in the second pay period of July of each Fiscal Year. Educational incentive payments will not be cumulative. If employee becomes eligible for this benefit after July 1st in any year he/she will not be entitled to this benefit until July 1st of the Fiscal Year following the year in which the employee became eligible.

(9) Physical Fitness

Employees who successfully complete the physical fitness evaluation adopted by Nevada P.O.S.T. for category 1/3 P.O.S.T. certification administered by the Lyon County Sheriff's Office, shall receive $250 the first pay period of the new fiscal year effective the first full pay period following July 1, 2006. A signature by the Sheriff on the physical fitness evaluation form and request for payment will satisfy the County's need for proof of completion. The standards for successful completion of the physical fitness evaluation and any denial are not negotiable or subject to the negotiated grievance procedure.

ARTICLE 8. COMPENSATION (NON-WAGE BENEFITS)

(1) Vacation Or Annual Leave

a. Employees shall earn vacation leave at the rate of 3.333 hours per month (40 hours per year) for the first year of continuous employment with the County. An employee is entitled to take vacation time after six (6) months service with County.

b. After one year of continuous employment with the County, employees shall earn vacation benefits at the rate of ten (10) hours of vacation pay for each calendar month or major fraction thereof. Employees who have completed five (5) or more years of consecutive service shall earn vacation benefits at the rate of fourteen (14) hours of vacation for each calendar month or major fraction thereof. Vacation credits shall accrue for each pay period the

employee is in full pay status for a major portion of regular scheduled bi-weekly hours.

c. Temporary, seasonal, or part-time employees are not eligible for vacation benefits.

d. An employee shall be paid at his/her regular rate of pay for each hour of vacation time taken. Vacation shall be charged on the basis of one hour for each full hour or major portion of an hour of vacation time taken.

e. An employee is entitled to take vacation time after twelve (12) months service with County.

f. Vacation dates shall be granted and scheduled at the discretion of the Sheriff. Where possible Sheriff will grant vacation dates on the basis of seniority within the classified job classification -- Deputy, Sergeant, Lieutenant.

g. Vacations taken during a bi-weekly pay period shall be charged before vacation earned during the pay period is credited.

h. An employee's accrued vacation shall not exceed two hundred forty (240) hours. In the event that an employee is not authorized to take vacation time to reduce accrued vacation time to the maximum permitted accrual, he/she shall be paid for all excess hours above two hundred forty (240). This maximum annual accrual of two hundred forty (240) hours is mandated by Nevada Revised Statute 245.210 section 2. (a). Any hours in excess of the two hundred forty (240) allowed under this change, will be paid out one time only to the effected employee on a special separate February 17, 2006 pay check. All employees affected by this change will be sent letters to their home addresses by February 10, 2006 informing them of the amount of annual leave time that they will be paid. Employees exceeding 240 hours on June 30, 2006 will have until December 31, 2006 to use or lose any such excess hours.

i. Upon termination of employment County shall compensate employees for all accrued vacation time.

j. Employee's becoming ill while on annual leave may have leave charged to sick leave upon request and upon presentation of proper documentation.

k. Sheriff in his discretion shall make available a reasonable period of time for employees to take earned vacation. In the event that scheduled leave shall be canceled or denied, the employee shall be paid for that amount of leave lost in excess off maximum accrual.

(2) Sick Leave

a. Each employee shall earn sick and disability leave with pay at the rate of ten (10) hours of leave for each calendar month, or major faction thereof. A maximum of one thousand two hundred and fifty (1,250) hours of sick leave may be accumulated.

b. Sick leave with pay may be granted upon approval of the Sheriff in event of a bona fide illness of an employee or member of his/her immediate family (defined as spouse, parent, brother, sister, child, adopted child, step-child living with the employee, grandparent, grandchild, or corresponding relation by affinity). Family sick leave shall be counted as part of regular sick leave. Employees may use family sick leave subject the requirements of the family Medical Leave Act subject to a minimum of 12 weeks per year.

c. Sheriff may require a physician's statement as to the authenticity of the reasons for absence on sick leave when such sick leave is for more than three (3) consecutive days, or is taken more than twice in any two consecutive pay periods. If Sheriff shall have cause to believe sick leave is being abused, Sheriff shall require the employee taking sick leave to submit a physician's statement.

d. The parties agree to abide by all state and/or federal laws applicable to leave for maternity, which shall include adoption of a child of less than six (6) years.

e. After exhausting accumulated and applicable sick leave an employee may take accumulated vacation leave if employee needs additional time off from work. Leave without pay may be granted by Sheriff at his discretion.

f. In the event of death of any person related to an employee as described in subparagraph b, preceding, the employee shall be entitled to take leave for the purpose of attending a funeral or other last rites for a period of five (5) days. Such leave shall be charged to sick leave, or to any other appropriate leave of absence, including leave without pay if no paid leave is accrued. At the discretion and approval of the Sheriff or designee based on extenuating circumstances the 5 day maximum may be exceeded with use of accrued vacation leave. No reasonable request will be denied depending on the operational requirements of the Sheriff's Department as determined by the Sheriff or designee.

g. Effective first full pay period following July, 1, 2004, upon Nevada PERS retirement from Lyon County the employee shall be entitled to payment for unused sick leave in excess of thirty (30) days, according to his/her number of years of Lyon County public service, calculated using the employee's basic hourly rate of pay as of the effective date of the Nevada PERS

retirement as follows:

1. For ten (10) years of service or more, but less than fifteen (15) years, not more than $2,000.

2. For fifteen (15) years of service or more, but less than twenty (20) years, not more than $2,500.

3. For twenty (20) years of service or more, but less than twenty-five (25), not more than $3,000.

4. For twenty-five (25) years of service or more, not more than $3,500.

To be eligible for this benefit the employee must be approved for a Nevada PERS retirement, be in good standing with Lyon County and not subject to disciplinary discharge or resignation to avoid a disciplinary discharge. The employee must repay any sick leave payoff received pursuant to this Article prior to the employee being eligible for reemployment with Lyon County. The employee is not entitled to reinstatement of any sick leave on reemployment other than that sick leave covered by the above repayment.

h. Any employee using 16 hours or less of any combination of sick/family sick leave during current or future calendar years shall be entitled to one (1) personal day off with pay to be used or lost within one (1) year. Scheduling personal day off shall be in the same manner as scheduling vacation leave. The employee is responsible for requesting any earned personal day.

i. The Sheriff or designee may grant permission to a probationary employee to utilize unaccrued sick leave with pay subject to deduction from future sick leave accruals for approved workers' compensation claims for which there is no workers compensation salary coverage.

(3) Contractual Excess to Workers Compensation

An employee who suffers an injury or illness in the line of duty with County, and such injury or illness prevents the employee from performing normal or light duties, and who is being compensated under the workers compensation benefits of the State, shall be compensated additionally by County so that the employee's workers' compensation insurance pursuant to NRS Ch. 616/617 and additional County compensation shall total employee's regular take-home pay for the period of injury or illness. Effective on ratification of this Agreement by the Association and approval by the County Commissioners the County will only pay contractual excess to workers compensation for the first ninety (90) calendar days following the date of the work related injury or illness. Thereafter the employee at his option may continue to receive full salary by utilizing accrued sick and the vacation time. Once such accrued sick and vacation time is exhausted the employee will

only receive his worker's compensation salary entitlement pursuant to NRS Ch. 616/617. It is expressly understood that all authorized activities connected with the range (qualification or practice), whether on or off duty, are covered by applicable provisions of NRS Ch. 616/617. Authorized activity requires the presence of a Rangemaster.

(4) Health Insurance

The County and the Association agree that the County will continue to pay 100% of the cost of the employee's hospitalization and health insurance policy including major medical co-insurance program.

The County and The Association agree that the topic of funding dependent health insurance may be discussed and acted upon during open budget workshops. The County agrees to invite the Association to those workshops.

(5) Life Insurance

County shall provide a death benefit policy for each in the face amount of fifty thousand dollars ($50,000). This insurance shall be in addition to worker's compensation and health insurance death benefits.

(6) Retirement

a. All employees covered by this Agreement shall be included in the State of Nevada Public Employees Retirement System providing benefits granted to firemen and policemen, pursuant to NRS Ch. 286.

b. County agrees to pay retirement contributions for employees to the Nevada Public Employees Retirement System as provided by law under the employer-paid retirement plan, including the full payment of any increase in contribution.

c. County agrees to make health insurance coverage available to all employees who retire from the Lyon County Sheriff's Department and who are eligible to receive retirement benefits. Participation in the health plan shall be by election and at the expense of the retired employee.

d. Employees who have attained the age of seventy (70) years shall be eligible for continued employment on a year-to-year basis upon recommendation of the Sheriff and approval of the Commissioners.

(7) Uniform Allowance

a. County shall pay each new employee a uniform allowance of nine hundred

dollars ($900.00) effective the first full pay period following July 1, 2004. In the event that an employee shall leave County Employment, the employee shall reimburse County out of employee's final pay the sum of seventy-five dollars ($75.00) for each month he/she has been prepaid his/her employee allowance. County shall pay to any new employee a pro-rata uniform allowance of seventy-five dollars ($75.00) per month for each month of employment to cover lapses that occur regarding the employee's anniversary date and the February and August allowance dates.

County shall pay each new employee a uniform allowance of one thousand dollars ($1,000.00) effective the first full pay period following July 1, 2005. In the event that an employee shall leave County Employment, the employee shall reimburse County out of employee's final pay the sum of eighty-three dollars and thirty three cents ($83.33) for each month he/she has been prepaid his/her employee allowance. County shall pay to any new employee a pro-rata uniform allowance of eighty-three dollars and thirty three cents ($83.33) per month for each month of employment to cover lapses that occur regarding the employee's anniversary date and the February and August allowance dates.

b. Upon completion of the probationary period, effective the first full pay period following July 1, 2004 a new employee shall become eligible for a semiannual uniform allowance of four hundred fifty dollars ($450.00) payable each six months in advance. Current employees are eligible for the four hundred fifty dollars ($450.00) semiannual uniform allowance payable on the payday immediately preceding February 1 and August 1 of each calendar year. Upon completion of first twelve months of employment , effective the first full pay period following July 1, 2005 a new employee shall become eligible for a semiannual uniform allowance of five hundred dollars ($500.00) payable each six months in advance. Current employees are eligible for the five hundred dollars ($500.00) semiannual uniform allowance payable on the payday immediately preceding February 1 and August 1 of each calendar year.

c. In the event sheriff should alter, modify, or change the existing uniform, County shall pay the cost of any such modification or changes unless the Association agrees that members will pay for some or all of the costs of the modifications or changes.

d. The County will purchase ballistic vests for all sworn employees who do not have serviceable ballistic vests as determined by the Sheriff subject to the following:

The vests purchased pursuant to this article remain County property and will be returned to the County whenever the employee separates employment with the County unless the employee reimburses the County

for full initial cost of the vest.

The County will replace ballistic vests purchased under this Article or previously purchased by sworn employees when the County, in consultation with the Association and manufacturer of the vest, determines the vest is no longer serviceable.

Probationary employees receiving ballistic vests purchased under this Article will reimburse the County through automatic payroll deduction from the probationary employee's final paycheck the full cost of the vest if the probationary employee fails to complete his/her probationary period for any reason.

Employees purchasing ballistic vests will be reimbursed for such vest up to a maximum of $600 per employee subject to all other provisions of this Article including the vests becoming the property of the County upon presentation of valid dated receipt to the Sheriff or his designee.

The parties agree that the Sheriff will solely determine through general orders or written policy when protective vests will be worn by Sheriff's employees.

ARTICLE 9. LEAVE OF ABSENCE

(1) General Provisions - Unpaid Leaves

a. A leave of absence may be granted to an employee in a permanent position who indicates in writing intention to return to County service and who has a satisfactory service record at the time the leave is granted.

b. Leaves of absence for up to thirty (30) working days may be granted by the Sheriff. Leaves for longer periods, up to one (1) year, may be granted by the County Commissioners.

c. Sheriff may grant an educational leave of absence, leave for temporary loan to another governmental agency for a specific assignment, leave for illness or pregnancy not covered by sick leave, or for other similar reasons. A leave of absence shall not be granted to an employee who is accepting another position in the classified service or who is leaving County service to accept other employment except as provided in this subsection c.

(2) Investigatory Leaves

a. Any employee who is required to discharge a weapon in line of duty shall forthwith be placed on administrative leave with pay pending investigation

of the incident by the Sheriff or his duly appointed incident officer or committee. If the investigation requires more than three (3) days Sheriff may assign the employee to other duties where carrying or use of a weapon is not required until completion of the investigation. If Sheriff or his incident officer determines that the weapon used was justified the employee shall be restored to regular duty. If the investigation indicates that the weapon use was not justified the employee shall be placed on unpaid leave pending final disposition of the matter. If the employee finally is found not culpable, the employee shall be restored to regular duty with back pay to the date of suspension.

b. Any employee charged with any criminal act may be placed on paid or unpaid administrative leave forthwith pending final disposition of the matter at the discretion of the Sheriff. If the employee's innocence is found the employee shall be restored to regular duty with back pay to the date of suspension.

(3) Jury Duty

a. Effective July 1, 2010 any employee called for jury duty regardless of their assigned shift shall be granted a leave of absence with pay. The employee shall retain any travel pay ordered by the court unless the employee's travel has been at County expense, but shall pay any other fees received to County. Such leave shall not be charged against employee's vacation credit.

(4) Leave to Accept Unclassified Position

a. A classified employee who is accepting an unclassified position with Sheriff's Department shall be granted an indefinite unpaid leave of absence from the classified service. This subsection is intended to permit an employee to return to classified service upon termination of service in the unclassified position if the employee otherwise remains in good standing and is not facing disciplinary charges or a substandard performance evaluation and if there is an opening in the classified service for which the employee remains fully qualified.

(5) Extended Education Leave

a. Upon recommendation of Sheriff an employee may be granted an unpaid leave of absence in excess of one (1) year to attend extended courses at a recognized college or university.

(6) Use of Accumulated Annual Leave

a. Any employee granted and taking an unpaid leave of absence may, at employee's option, utilize accumulated annual leave to continue to receive pay during all or part of unpaid leave.

(7) Military Leave

a. Any employee who is an active member of the Nevada National Guard, U.S. Army Reserve, U. S. Air Force Reserve, U.S. Naval Reserve, U.S. Marine Corp Reserve, U.S. Coast Guard Reserve, or U.S. Public Health Service Reserve shall be entitled to leave of absence to service under orders on training duty for not more than fifteen (15) working days in any one calendar year. The leave may be paid or unpaid at employee's option. If the employee chooses to take paid leave the employee shall pay over to County all pay received from military service except for travel pay. Paid or unpaid military leave shall not be charged against vacation leave.

b. Any reservist called to active duty for more than fifteen (15) working days shall be placed on unpaid leave during pendency of such active duty. Such reservist must return to County employment within (30) days of deactivation of activated status or the leave of absence shall terminate and the employee's right to return to County employment shall end.

(8) Voting

a. Employees shall be granted leave of absence with pay for voting purposes, pursuant to NRS 293.463.

ARTICLE 10. PERSONNEL ACTIONS

(1) General Policy

The parties to this Agreement confirm that the general employment policy of County with respect to employees shall be that County in all instances shall attempt to hire and retain the most competent and best qualified applicants and employees. The parties recognize that County believes that NRS 281.370 mandates that all County personnel actions "be based solely on merit and fitness". If two or more employees are equally competent and qualified, then seniority shall be used to determine which employee is to be retained. The parties recognize that Association may choose at some time during the pendency of this Agreement to challenge the legal effect of NRS 281.370. County agrees that in the event NRS 281.370 shall be determined by a court of proper jurisdiction not to be mandatory upon County, that County subsequently shall consider seniority equally with merit and fitness as factors determining personnel actions. Sheriff shall determine questions of merit and fitness (competence and qualifications). Ability to work well with the

public and fellow employees shall be given substantial weight as a qualification.

An employee shall be entitled to retain employment with County only so long as the employee shall perform assigned duties satisfactorily and so long as employee's public and private conduct conforms to the high standards of conduct expected of a law enforcement officer. No permanent employee shall be discharged without just cause.

(2) Hiring Policy

The parties agree that hiring is not subject to the terms of this Agreement, that a prospective employee is not subject to this Agreement until after the prospect has accepted employment with County. All hiring decisions are the sole prerogative of Sheriff.. County may hire a new employee at the entry level, or at any other level, as to County may seen proper. All new employees, whether hired at the entry level or other level, shall be classified as probationary employees for a period of eighteen (18) months; however, the Sheriff reserves the right to remove the probationary employee from a probationary status and place them into a regular full-time employee prior to the end of the eighteen (18) month period. Early removal from probation is an incentive for the new employee to excel in work performance; however, removal must be made in writing by the Sheriff and in no case will be less than twelve (12) months from date of hire. During the probationary period a probationary employee may be terminated in the sole discretion of Sheriff, with or without cause. The formal probationary period does not end until the employee is notified of such in writing regardless of whether or not the eighteen (18) month period is reached. There will be no allowed extension of the probationary period beyond the maximum eighteen (18) month period.

(3) Promotion Policy

a. County shall offer promotion to the most competent and best qualified employees ("merit and fitness" per NRS 281.370). Sheriff shall determine which employees are most competent and best qualified, meriting promotion. Any employee who feels qualified for promotion shall present a written resume to Sheriff stating employee's qualifications. Seniority shall not be a factor in promotion, per NRS 281.370, except that if two or more employees are equally competent and qualified then the more senior employee shall be promoted.

b. Employees who have been promoted shall be on probation in the new position for a period of twelve (12) months for evaluation, during which time Sheriff at his sole discretion may retain the employee in the new position or demote employee to employee's former position.

(4) Reduction In Force (Layoff/Recall) Policy

a. In event of a layoff or reduction in force due to lack of funds or lack or work temporary or probationary employees shall be laid off first. The County shall provide thirty (30) calendar days notice to employees covered by this agreement who are subject to layoffs under the provisions of this article except in a fiscal emergency.

b. If it is necessary to lay off permanent employees and two or more employees are equally competent and qualified then seniority shall be used to determine which employee(s) are to be laid off. Employees adjudged the least competent and least qualified shall be laid off first. The general policy set forth in paragraph (1) of this Article 10 shall be applicable to and govern all layoffs and recalls by County.

c. Layoffs shall be made separately in the supervisory and non-supervisory units, provided however that a supervisory employee who is to be laid off may "bump" a non-supervisory employee and return to non-supervisory status if the supervisory employee is more capable and qualified to perform the non-supervisory position. In the event that a supervisory employee and a non-supervisory employee are equally competent and qualified to fill a non-supervisory position the employee with greater seniority shall be retained. Seniority is the total length of continuous full time paid employment with the Sheriff's Department as a sworn law enforcement officer.

d. An employee who has been laid off may give notice to County that the employee wishes to be considered for rehire. The employee shall leave his/her name, current address, and telephone number on file with the Sheriff and the County's personnel officer. It is the employee's obligation to provide the Sheriff and the County's personnel officer with any address changes. Any laid off employee shall be considered for rehire for a period not to exceed twelve months from the date of lay off. In the event that a job opportunity shall arise in the employee's former classification, or a lesser classification, for which the employee is qualified, the laid off employee shall be given first consideration for rehire before other persons who have filed applications for employment in the vacant position. The laid off employee is not entitled to automatic rehire; as in all other hiring decisions County will employ the candidate who appears to be most competent and best qualified.

(5) <u>Shift Assignments and Transfers</u>

a. Sheriff in his sole discretion shall determine shift assignments and days off, the number of employees to be assigned to each shift, division, unit, bureau, or specialized position, and duty locations, as well as other determinations which affect the amount and quality of service to be provided to the public.

b. Sheriff's authority as set forth in subparagraph a, shall not be used in discriminatory fashion nor for purpose of harassment.

c. An employee transferred to a new duty location shall be given as much notice of the transfer as County reasonably can provide. Notice is not required when transfer is required to serve the public in an emergency.

(6) Resignation/Termination

a. An employee who wishes to resign shall notify Sheriff in writing. Whenever possible, employee shall provide Sheriff with at least two (2) weeks notice prior to the effective date of resignation. Failure to give notice at least two (2) weeks prior to the effective date of resignation, without good cause, may be cause to deny future employment with the Sheriff's Department.

b. The term "Resignation" shall be used if an employee voluntarily ends his employment with County, and the termination of employment shall be recorded in employee's personnel file as "Resigned".

c. The term "Termination" shall be used if an employee's employment with County is terminated involuntarily, and the termination of employment shall be recorded in the employee's personnel file as "Terminated".

ARTICLE 11. DISCIPLINARY ACTION

(1) General Policy

Discipline shall be administered or imposed on a basis of escalating punishment. No discipline shall be imposed except for just cause. All discipline shall be accompanied by counseling to the end that the competence and qualifications of the disciplined employee will improve so that further discipline will not be necessary. Authorized discipline shall range from written reprimand through and including termination of employment with County. The initial form of discipline and punishment shall be appropriate to the seriousness of the initial offense or condition.

(2) Forms of Discipline

a. Written Reprimand. In situations where counseling and/or remedial training has not resulted in correction of the condition, or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file maintained at County's Personnel Office.

b. Suspension. If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an employee for just cause may be suspended without pay by Sheriff for a period not to exceed thirty (30) calendar days.

c. Involuntary Demotion. When other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, Sheriff may demote for just cause.

d. Termination. As a final disciplinary measure when other forms of discipline or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, Sheriff may terminate an employee for just cause.

(3) Notice of Written Reprimand, Suspension, Involuntary Demotion or Termination

All notices of written reprimand, suspension, involuntary demotion or termination shall be given to the employee in writing specifying the action to be taken, detailing the grounds upon which the action is based, including specification of standards, rules, regulations or policies violated, and date of action taken. Sheriff or County may serve notice upon an employee by mail or personal service. Mailed notice shall be mailed to the employee at his last known address by certified mail, return receipt requested. Receipt shall be deemed the date of delivery as indicated on the return receipt. Should notice be returned to sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

(4) Specification of Charges

The Specification of Charges to be noticed pursuant to paragraph 3 shall include a Statement of Facts constituting conduct for which discipline is to be imposed, together with a Statement of Specific Rules, regulations, ordinances, laws, policies, or performance standards which the employee is alleged to have violated. The Specification of Charges shall be signed by the Sheriff or his designee.

(5) Grievance Review of Disciplinary Actions

All disciplinary actions as defined in this Article are subject to review as provided in the grievance procedures of this Agreement as set forth in Article 12.

(6) Right to Representation. Employees may request representation at any disciplinary interrogation or hearing as required by NRS Chapter 289. Representation is at the sole cost of the employee or Association if the employee is represented by the

Association.

ARTICLE 12. GRIEVANCE/ARBITRATION PROCEDURES

(1) No grievance resolution accomplished at a level below a decision by the Sheriff shall be cited as or established precedent with respect to any other grievance or interpretation of this Agreement. Working days in this article are defined as Monday through Friday excluding recognized holidays as listed in Article 7 of this agreement.

(2) Individual/Association Employee Grievance Procedures

a. Any employee may file a grievance relating to any condition arising out of the employer-employee relationship or any dispute which involves the interpretation, application or compliance with the provisions of this Agreement that is not the exclusive right of management and the Sheriff as provided by NRS Ch. 288.150 Section 3. (Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

(c) The right to determine:

(1) Appropriate staffing levels and work performance standards (this includes employee performance evaluations/appraisals/and employee counseling under Lyon County policies), except for safety considerations;

(2) The content of the workday, including without limitation workload 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.) and other relevant statutes, case law, rules and regulations and general orders of the Sheriff's Department. The parties agree that the specific subject matters listed under NRS 288.150 above will change as the law changes.

1. This procedure does not preclude, and the parties are encouraged to, engage in informal discussion in an attempt to resolve problems without filing a formal grievance, even though such discussions are not part of this procedure.

b. Within twenty (20) working days after an employee discovers or reasonably should have discovered that a problem exists, the employee shall submit to the employee's immediate supervisor a grievance form duly signed and dated which shall contain the following:

1. A detailed statement of the grievance; including factual information detailing that the issue being grieved is not in regards to a topic which

is the exclusive right of management;

2. The date the facts constituting a grievance were discovered, and the date the incident occurred;

3. The signature of the employee;

4. The date of submission to the immediate supervisor.

5. The following statement: "Failure to respond within fifteen (15) working days will allow the employee to move the grievance to the next step as if the grievance was denied." The grievant will be responsible for moving the grievance to the next level.

   If the grievance is denied at each supervisory level prior to reaching the Sheriff then, upon receipt of grievance, the Sheriff shall indicate his decision regarding the grievance in writing on the grievance form. Within fifteen (15) working days of its receipt by the Sheriff the completed form will be returned to the employee.

   If the employee does not agree with the decision of the Sheriff, the employee may forward the grievance to arbitration in accordance with paragraph (c).

   If the grievance concerns demotion, suspension, or termination, the grievance form may be submitted by the employee directly to the Sheriff for hearing.

c. Should the employee wish to appeal the final administrative decision of the Sheriff, a written notification requesting arbitration must be served upon the Sheriff within fifteen (15) working days of the Sheriff's decision. The Association and County shall mutually select a disinterested third person to serve as arbitrator. In the event agreement cannot be reached to select a neutral arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the FMCS and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. The party to strike first shall be determined by lot.

d. The fees and expenses of the arbitrator shall be shared equally by the Association, provided the arbitration is approved by the Association's Executive Board of Directors in accordance with the Association's By-Laws, and County. Each party however, shall bear the costs of its own presentation, including preparation and post-hearing briefs and legal fees, if any. In the event that an employee pursues the arbitration without the Association's approval, the employee will assume the Association's responsibility of the arbitration expenses and any or all of the costs of their

presentation, including preparation, post-hearing briefs and legal fees.

e. The arbitrator's decision shall be final and binding upon both parties. The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and no arbitrator shall have the power to modify, amend or alter any terms or conditions of this Agreement.

f. Any employee may be represented by an individual of their choice at any step of the grievance-arbitration procedure. The grievant, and two (2) Association representative and any necessary witness shall be released from work for attendance at all grievance-arbitration hearings if the hearing(s) is conducted during the employees' regular shift.

(3) County or Association Grievance Procedure. The County or the Association may file a grievance using the following procedure:

a. Each party appoints a grievance representative and an alternate to be the primary channel through which a grievance is processed.

b. When a dispute over a contract clause arises or an interpretation is needed, the party initiating the grievance will through its representative contact the second party's grievance representative and pose the problem or complaint. Each representative should keep a log of grievances.

c. The notified representative will have fifteen (15) working days to research the problem and develop a position and respond. The two grievance representatives will attempt to resolve the problem informally at this level within fifteen (15) working days.

d. If it cannot be resolved or a timely response is not received, then either or both parties may submit a formal statement including position and argument to the other.

e. The Sheriff and County Personnel Department and the Association's Board will consider the formal position papers and formally respond to each other within twenty (20) working days from the initial complaint.

f. If the problem cannot be resolved at this level, then it will be submitted to the Arbitrator as provided in Section (2)(c)-(f) above.

g. Failure to respond to the formal notice within the designated period will cause the grievance to proceed to the next step.

ARTICLE 13. MISCELLANEOUS

(1) Safety

a. County shall make every reasonable effort to provide and maintain safe conditions of employment. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors. County agrees to pay for any testing procedure to test for HIV/AIDS at the request of any employee who has been involved in a job related incident, within the scope of the employee's normal duties, that could reasonably be viewed as posing a legitimate threat of contact with the HIV/AIDS virus. County agrees to pay for Hepatitis B vaccinations for all employees covered by the agreement who consent to the vaccination and who make an affirmative request for the vaccination.

b. For the purposes of officer safety, the Sheriff will meet and confer with the Association as least quarterly, and more frequently by mutual agreement, for the purpose of consulting on patrol and jail staffing levels. The Sheriff retains the management prerogative to set minimum staffing levels for patrol and the jail.

(2) Use of Bulletin Boards and County Facilities

a. County-owned meeting facilities may be made available to Association upon the same basis as the facilities are made available to the public. If a rental or use fee is charged to the public, the same rental or use fee shall be charged to Association.

b. County shall provide and designate bulletin boards at all major duty locations throughout Lyon County for the use of all County employees within the bargaining unit(s), whether Association has or not. Employees shall not post materials at any other location except the designated bulletin boards. Material posted shall not be obscene, defamatory, of a partisan political nature, concerning public issues which do not involve the County or its relationships to County employees. All posted material shall include the identity of the sponsor, the signature of the employee posting, a date for removal, and neatly displayed and removed when no longer timely. It is the responsibility of the person posting the material to remove it in timely fashion.

(3) Access To Information

Upon written request from the Association, or from any employee within the bargaining unit who is not a member of the Association, County shall provide one copy of the following:

Tax rates;

Classification information, including grade, step, and salary anniversary for each employee in the bargaining unit(s);

Relevant budgetary information filed with the Nevada Tax Commission;

Periodic financial printouts;

Any other relevant material required by NRS Ch. 288 to be provided as a basis for collective bargaining or representation of employees by themselves or others.

(4) Personnel Files

a. Any employee covered under this Agreement shall, upon request, by appointment, be permitted to examine that employee's personnel file. An employee may copy any material in the file.

b. No material derogatory to an employee covered hereunder may be placed in the employee's personnel file unless a copy is provided to the employee. An employee may submit explanatory remarks which shall be placed in the file.

(5) Notification of Leave

a. Each employee shall be notified by County, not less than quarterly, of the amount of employee's accrued sick leave and vacation leave.

(6) Rights of Peace Officers

a. County expressly recognizes and incorporates by reference as part of this Agreement the provisions of NRS Ch. 289, "Rights of Peace Officers".

(7) Personal Property

a. Subject to the approval of the Sheriff the County will pay one-half the cost of replacing employee's prescription eyeglasses/contact lenses and watches destroyed in the line of duty up to a maximum contribution of $150 per fiscal year.

(8) Catastrophic Leave

(1) Definitions:

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

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

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

(2) Establishing the Catastrophic Leave Account

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

b. An employee may request, in writing that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.

c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance in his/her account after the transfer is less than 240 hours. Sick leave will be transferred at the rate of one hour for one hour credit donated.

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

e. Any hours of annual or sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to Section 8-4 of this Article.

(3) Request for Catastrophic Leave

a. An employee who is himself/herself affected by a catastrophe as defined in Section 8-1, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The maximum number of hours that may be transferred to an employee pursuant to this section is 240 per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes which befall the employee.

b. The request must include:

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

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

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

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

(4) Approval of Transferring the Catastrophic Leave

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

b. The decision of the County Manager or his designee concerning the approval of leave pursuant to subsection 4 is final and is not subject to the grievance procedure, judicial review or review by the Board of County Commissioners.

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

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

grievance procedure, judicial review, or review by the Board of County Commissioners.

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

1. The catastrophe ceases to exist; or

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

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

(6) Maintenance of Records on Catastrophic Leave

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

(7) Employee; Definition

a. The term "employee" as used in this policy includes only those employees covered by the Agreement.

(8) Substantiation of Catastrophic Condition

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

ARTICLE 14. LIGHT DUTY ASSIGNMENTS

a. For any bargaining unit employee whose physical condition prevents them from performing their normal duties, the Sheriff agrees to make reasonable efforts to place the employee in an assignment which they can safely perform work consistent with the employee's condition.

b. Employees who have been authorized injury leave due to work related injuries, may upon release from their attending physician and upon presentation of said release to the Sheriff return to work in a light duty assignment if one is available. Any assignments to light duty shall be in conformance with limitations imposed by the employee's doctor and no employee shall be assigned light duty tasks that would predictably prolong the rehabilitative process or otherwise increase the risk of further injury.

c. The intent of this Article is to permit employees to return to work as soon as is medically possible within the requirements of State of Nevada workers compensation. Further, the parties understand that light duty refers to duty other than the full range of normal duties within the Sheriff's Department.

d. Nothing in this Article shall require the County or the Sheriff to create a light duty assignment. The determination of light duty assignments is the sole right of the Sheriff or designee. The Sheriff agrees that light duty assignments for personnel injured on-duty is probably in the best interest of the County, the agency and the employee. Light duty assignments following off-duty injuries or illnesses will be considered on a case-by-case basis, with the needs of the agency as the determining factor, and will not be considered as precedent in any event. This is a management right and not an item that may be grieved.

ARTICLE 15. PAYROLL DEDUCTION

a. County shall deduct dues from the salaries of Association members and pay over to the proper officer of the Association the money so collected on a monthly basis. All payroll deductions for dues shall only be made in accordance with a voluntary deduction authorization form individually executed by the employee for whom the deduction will be made.

b. The Association shall indemnify and hold County harmless against any and all claims, demands, suits and all other forms of liability which might arise out of or by reason of action taken under the provisions of this Article.

c. The Association shall certify to County in writing the current rate of membership dues. The County will be notified of any change in the rate of membership dues, in writing, thirty (30) days prior to the effective date of such change.

ARTICLE 16. TECHNICAL MATTERS

(1) Savings Clause

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties agree that, in the event that any provision(s) of this Agreement are

finally held or determined to be illegal or void as being in contravention of such laws, ruling, or regulations, the remainder of the Agreement shall remain in full force and effect unless the part so found to be void cannot be separated from the provision(s) of this Agreement held to be legal. The parties expressly affirm that they would have enacted the remainder of the Agreement without the provision(s) found to be illegal and void. Upon such finding of illegality and nullity the parties shall promptly meet to enter into lawful negotiations concerning the substance of the provision(s) found to be illegal and void.

(2) Adoption and Amendment Procedure

a. This Agreement shall be deemed adopted and binding upon execution by authorized representatives of Association and County. Adoption shall terminate negations during its term.

b. If either Association or County desires to modify or change this Agreement during it term, the party shall serve written notice on the other party setting forth the nature of the modifications or changes. The proposed modifications or changes shall be deemed rejected unless expressly approved by the other party within thirty (30) days. Any amendment proposed by one party and expressly approved by the other party shall become a part of this Agreement on the mutually agreed date.

(3) Agreement Public Upon Adoption

This Agreement shall become a public document upon adoption by the parties. The parties shall share the cost of reproduction of one-hundred (100) copies of this Agreement.

ARTICLE 17. ADOPTION

Agreement shall be in full force and effective July 1, 2013, and shall continue in force through June 30, 2014. It shall be renewed from year to year thereafter unless amended by the parties. Prior to February 1, 2014 each party will notify the other party in writing of the intent to reopen the agreement for negotiations.

In adopting this agreement it is agreed upon by both parties that testimony may be provided to the Nevada State Legislature during the 2013 regular session regarding NRS 288 and 289 impacts and proposed changes by both parties, even if in active new contract

negotiations, without concern of an unfair bargaining claim by either party.

This Agreement is being mutually accepted by the parties hereto. Therefore, the parties, through their duly authorized officers or representatives, and intending to be legally bound hereby, have hereunto set their hands this 9th, day of July, 2013, to be bound through and including the 30th day of June, 2014, and no further.

LYON COUNTY, NEVADA

By:_____
Joe Mortensen
Chairman, Board of Lyon County Commissioners

LYON COUNTY SHERIFF'S EMPLOYEE ASSOCIATION

By:_____
Al McNeil
President, Lyon County Sheriff's Employees' Association

LYON COUNTY SHERIFF

By:_____
Sheriff Allen Veil

LYON COUNTY MANAGER

By:_____
Jeff Page

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

MEMORANDUM OF UNDERSTANDING #1 (December 2000)

Lyon County (County) and the Lyon County Sheriff's Employees' Association (Association) enter into the following Memorandum of Understanding (MOU):

Recitals

1. Whereas, the County and Association entered into Tentative Agreement on July 8, 2010; and

2. Whereas, the County and Association have approved and ratified the Tentative Agreement; and

3. Whereas, the Tentative Agreement requires the County and Association to enter into a MOU addressing several issues that are not included in the negotiated collective bargaining agreement and that are not subject to the negotiated grievance procedure.

Now therefore, in consideration of the promises contained herein, the County and Association enter into the following MOU:

1. The Sheriff will provide the Association a listing of new hires for positions that are covered by Article 2, Recognition of the parties' collective bargaining agreement;

2. The Sheriff will provide the Association President copies of all proposed changes to general orders, and rules and regulations prior to posting;

3. The Sheriff will meet and confer with the Association regarding the final responsibility for providing firearms to new hires. The sheriff will make the final decision on this issue following input from the Association. Any decision by the Sheriff is subject to appropriation by the County Commission;

4. The Sheriff will schedule two (2) training days per month for SWAT training subject to the operational requirements of the County and availability of personnel for training;

5. The terms of this MOU are outside of the negotiated collective bargaining agreement and are not subject to the negotiated grievance procedures (Article 12);

6. This MOU expires on June 30, 2010, unless extended by mutual written agreement of the Association and County.

7. This MOU is extended by the parties from June 30, 2013 to June 30, 2014

Dated this 20th Day of June 2013.

LYON COUNTY, NEVADA

By:_____
Joe Mortensen
Chairman, Board of Lyon County Commissioners

LYON COUNTY SHERIFF'S EMPLOYEE ASSOCIATION

By:_____
Al McNeil
President, Lyon County Sheriff's Employees' Association

LYON COUNTY SHERIFF

By:_____
Sheriff Allen Veil

LYON COUNTY MANAGER

By:_____
Jeff Page