



# COLLECTIVE BARGAINING AGREEMENT

between

**Nye County**

&

**Nye County Law Enforcement  
Association**



July 1, 2012 – June 30, 2014



# Contents

Preamble .....	3
ARTICLE 1 – Recognition .....	3
ARTICLE 2 – Definitions .....	4
ARTICLE 3 – Association Security .....	6
ARTICLE 4 – Association Business .....	6
ARTICLE 5 – Management Rights .....	7
ARTICLE 6 – Strikes & Lockouts .....	7
ARTICLE 7 – Non-Discrimination .....	8
ARTICLE 8 – Holiday .....	8
ARTICLE 9 – Annual Leave .....	9
ARTICLE 10 – Sick Leave .....	10
ARTICLE 11 – Special Leaves .....	12
ARTICLE 12 – Probationary Period .....	15
ARTICLE 13 – Disciplinary Action & Appeal .....	15
ARTICLE 14 – Grievance Procedure .....	18
ARTICLE 15 – Compensation .....	22
ARTICLE 16 – On Call/Standby/Call Back .....	25
ARTICLE 17 – Overtime Compensation .....	26
ARTICLE 18 – Acting Pay .....	27
ARTICLE 19 – Clothing / Equipment .....	27
ARTICLE 20 – Health & Welfare Benefits .....	32
ARTICLE 21 – Training .....	35
ARTICLE 22 – Reduction in Force .....	35
ARTICLE 23 – Hours of Work .....	36
ARTICLE 24 – Seniority .....	37
ARTICLE 25 – Labor/Management Meetings .....	38
ARTICLE 26 – Personnel Files .....	38
ARTICLE 27 – Performance Evaluations .....	39
ARTICLE 28 – General Provisions .....	39
ARTICLE 29 – Terms of Agreement .....	41
Addendum A – Consanguinity / Affinity Chart .....	42
Addendum B – Grade / Classifications .....	43
Addendum D – Pay Scale .....	49

## Preamble

**WHEREAS**, the County is engaged in furnishing essential public services vital to the health, safety, and welfare of the population of the County of Nye; and

**WHEREAS**, both the County and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

**WHEREAS**, both parties recognize this mutual responsibility and have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the County and its employees, and with the intention and desire to foster and promote the responsibility of sound, stable, and peaceful labor relations between the County and its employees; and

**WHEREAS**, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Nevada, except as modified in the Agreement; and

**WHEREAS**, the parties have reached an understanding concerning wages, hours, and conditions of employment, and have caused the understanding to be set out in this Agreement.

**NOW, THEREFORE**, the parties do agree as follows:

## ARTICLE 1 – Recognition

1. Nye County, hereinafter referred to as “County”, recognizes the Nye County Law Enforcement Association, hereinafter referred to as the “Association”, as the sole and exclusive bargaining representative of County employees with Peace Officer status as assigned to the classifications listed below.
2. Employees assigned to the following classifications are represented by the Association except as limited by Section 3 of this article.

Deputy Sheriff  
Sergeant  
Sheriff Investigator  
District Attorney Investigator  
Justice Court Bailiff

3. County employees who are excluded from the bargaining unit are as follows:
  - a. Those employees certified to another bargaining unit under the provisions of NRS Chapter 288.
  - b. Confidential employees.
  - c. Employees exempted in accordance with NRS 245.216.
  - d. Temporary employees.
  - e. Part-time hourly employees.

## ARTICLE 2 – Definitions

1. **Association** is defined as the Nye County Law Enforcement Association
2. **Call Back** is defined as time when an employee has completed his/her regular tour of duty, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice.
3. **Catastrophic Illness/Injury** is defined as an illness or injury that keeps an employee from performing the duties of their job (i.e., the employee is hospitalized, homebound, or is the primary care giver to a family member). The illness or injury cannot be a result of an illegal act, nor can it be intentionally self-inflicted.
4. **Continuous creditable employment** is defined as an unbroken period of regular or probationary full-time employment and/or regular-intermittent employment with the County.
  - a. The following circumstances shall not be considered as breaks in qualifying service.
    - i. Authorized education leave
    - ii. Time during which an employee is compensated for an on-the-job injury which is covered under workers' compensation benefits.
    - iii. Qualified and approved sick or family leave.
    - iv. Leave of absence for approved military leave.
    - v. The resignation of the employee provided that s/he returns to County employment within ninety (90) calendar days from the effective date of his/her resignation.
    - vi. Qualified and approved unpaid leave.
    - vii. Disciplinary suspension for a period not to exceed thirty (30) calendar days.
  - b. Except for those circumstances delineated in section a above, any break in qualifying service shall result in a new "hire date" for purposes of determining whether longevity applies to the employee.
5. **County** is defined as Nye County
6. **Demotion** is defined as movement of an employee from one classification to another classification with a lower salary range.
7. **Department** is defined as a distinct, specialized division of the County (ie. Nye County Sheriff's Office, Pahump Justice Court, Nye County District Attorney's Office)
8. **Department Head** is defined as the official who is in charge of a Department within the County.
9. **Domestic Partner** is defined as those individuals recognized pursuant to NRS 122A.030 who have registered a valid domestic partnership pursuant to NRS 122A.100 and shall not have terminated that domestic partnership as provided in NRS 122A.300. The same family relationships and in-law status as referenced above shall apply to a registered domestic partner. No rights as a domestic partner may be claimed or otherwise exercised until the

employee shall have provided the County with a copy of the certificate from the State of Nevada evidencing such registration.

10. **Emergency** is defined as 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.
11. **Employee** is defined as a person who is employed in a position covered by this Agreement, for a wage to perform work for Nye County.
12. **Executive Board members** is defined as elected association members who are currently in service on the executive board of the Association (and shall include their designees).
13. **Family/Family Member** shall be defined as all family relations within the 3<sup>rd</sup> degree of consanguinity of the employee on the incorporated Consanguinity/Affinity chart.
14. **Grievance** is defined as a dispute between the County and an Employee, or the Association, involving a violation of the terms of this Agreement.
15. **Grievant** is defined as a County employee or group of employees, or the Association, who is/are covered by the provisions of the Agreement and believe(s) he, she, they, or it has/have been adversely affected by the matter being grieved
16. **Health Insurance** is defined as Medical, prescription, dental and vision insurance.
17. **Job Related Injury** is defined as any injury or occupational disease that arose out of and in the course of his or her employment as determined pursuant to the provisions of the Nevada Industrial Insurance Act or Nevada Occupational Diseases Act.
18. **Overtime** is defined as all hours worked past normal duty hours paid at the rate of one-and-one-half (1-1/2) times the normal hourly rate.
19. **Probationary employee** is defined as a person who has been employed by the County for a period of less than one year. During this time they may be released without notice, reason or right of appeal.
20. **Promotional employee** is defined as an employee who has been promoted.
21. **Seniority** is defined as an employee's length of continuous service with the County, within or without the bargaining unit, measured in calendar days from the first day the employee actually worked for the County on or after the employee's most recent date of hire.
22. **Seniority Pool** is defined as all employees holding the same job classification in the same department.
23. **Shift** is defined as an employee's normal work day
24. **Squad** is defined as a group of employees working within the same Department, same Division, and the same shift.
25. **Standby time** is defined as time in which an employee is expected to be available to respond to a request to return to work for duty assignment during off-duty hours.

26. **Strike** is defined as to include but not limited to any concerted stoppage of work; slowdown; interruption of any operation by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the County by the Association and/or its members.
27. **Uniform** is defined as required clothing and equipment for any position to include plain clothes.
28. **Working Day** is defined as any day that the County administration is open for business, exclusive of Saturdays, Sundays, and observed holidays.
29. **Written** is defined as communication by means of written symbols to include but not limited to, e-mail, fax, handwriting, typewritten documents.

### ARTICLE 3 – Association Security

1. The County agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association as Association dues. The County will be notified of any change in the rate of membership dues 30 days prior to the effective date of such change.
2. Dues collected by the County shall be remitted to the bank account of the Association within one day of collecting the dues from the employees. Should the bank account of the Association change, the Association shall advise the county at least 10 working days prior to the change taking effect.
3. The parties recognize the rights of all peace officers under NRS 289.
4. The County recognizes and agrees to deal with representatives of the Association on all matters covered by this agreement and pursuant to the provisions of NRS 288 and 289.
5. Any matters requiring an action of an Employee can be completed by the Association on behalf of the Employee at their request and shall be considered the same as if the Employee themselves had done it.

### ARTICLE 4 – Association Business

1. The County agrees to allow Association members to donate up to 5 hours of annual leave to an association bank annually for Association members to use to attend conventions, seminars and training directly related to Association business.
  - a. No more than one individual from a squad may use Association leave at any given time. Exceptions may be granted by the employee's supervisor.
  - b. Any Association member taking leave pursuant to this article will notify their immediate supervisor with 30 days prior notice in writing.
  - c. When an Association member takes leave pursuant to this article they will note on the timecard the hours as association hours, and must be approved by a member of the Association Executive Board.

- d. No provision of this article shall grant the employee a right to overtime for any Association business. Schedules shall be adjusted if the training is to fall on the employee's time off.
2. The County agrees to allow the Association to post notices concerning legitimate Association business on County bulletin boards and distribute via County e-mail system. All notices to be posted will be sent to the Department Head in advance of posting/emailing.
3. The County will allow the association to use the County Property for the purpose of holding association meetings and for conducting association business relating to employment related issues, so long as it does not interfere with or disrupt the County's operations. The Department Head who has control over the desired building must be contacted and the use of the facilities requested at least 48 hours in advance by the association. Unless the facility is unavailable, the Department Head will not unreasonably withhold use of a meeting room.
4. Duty time (to include travel) for Executive Board Members shall be approved but limited for the purposes of:
  - a. Attending County meetings, including negotiations, which have a direct impact on the Association.
  - b. Investigating, processing or attending meetings in accordance with the provisions of the grievance and or arbitration procedures of the Agreement.
  - c. No provision of this article shall grant the employee a right to overtime for any Association business. Schedules shall be adjusted if the business is to fall on the employee's time off.
5. The Department Head shall provide the Association President copies of all proposed changes to general orders, and rules and regulations prior to their effective date. Within 5 working days the Association President shall advise the Department Head of any legal objection to the policy. This shall be considered an "informal grievance" and if unable to be resolved at that level shall proceed through the grievance process.

## ARTICLE 5 – Management Rights

The County and the Association agree that the Management officials of the County possess the sole rights, without negotiation, as set forth in the Local Government Employee-Management Relations Act and that such rights remain with the officials of the County except as expressly modified by this agreement.

## ARTICLE 6 – Strikes & Lockouts

1. The Association agrees that there shall be no strikes under any circumstance. Employees shall continue to furnish efficient services within all areas of assigned responsibilities.
2. The County agrees that it will not engage in a lockout of employees covered under the provisions of this agreement for any reason.



## ARTICLE 7 – Non-Discrimination

1. The County shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership and/or legitimate activity as required in this Agreement on behalf of the members of the bargaining unit.
2. The Association recognizes its responsibility as the exclusive bargaining unit and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
3. The provisions of this agreement shall be applied equally to all employees in the bargaining unit, without discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or membership in the bargaining unit.

## ARTICLE 8 – Holiday

1. The County and the Association agree that the following legal holidays will be observed (NRS 236.015):
  - New Year's Day - January 1st
  - Martin Luther King Day - Third Monday in January
  - President's Day - Third Monday in February
  - Memorial Day - Last Monday in May
  - Independence Day - July 4th
  - Labor Day - First Monday in September
  - Nevada Day - Last Friday in October
  - Veteran's Day - November 11th
  - Thanksgiving Day - Fourth Thursday in November
  - Family Day - Friday following Fourth Thursday in November
  - Christmas Day – December 25<sup>th</sup>

Any other day that may be declared as a national holiday by the President of the United States.  
Any day that may be declared as a legal holiday by the Governor of the State of Nevada.
3. Holidays shall be observed on the date of the actual holiday except as otherwise provided in this Article.
4. **Holiday Pay:**
  - a. **Holiday Not Worked:** If a paid holiday as defined by this article falls on an employee's regularly scheduled work day and the employee does not work then the employee shall receive a payment of their regular hourly rate of pay for the amount of hours that the employee would have normally worked. Employees working in offices or departments that work regular Monday-Friday schedules and are not required to work on holidays shall observe the holiday on the preceding Friday if the designated holiday falls on a Saturday or the following Monday if the designated holiday falls on a Sunday.

- b. **Holiday Off:** If a paid holiday as defined by this article falls on an employee’s regularly scheduled day off, then the employee shall receive an additional payment of eight (8) hours at their normal hourly rate of pay.
  - c. **Holiday Worked:** If an employee works a regularly scheduled shift during a paid holiday as defined by this article, then the employee shall be compensated by receiving 2.5 times their normal hourly rate of pay for all hours worked during that holiday.
  - d. **Holiday Overtime:** If an employee works overtime on a paid holiday as defined by this article, then the employee shall be compensated at a rate of 3.5 times their normal hourly rate of pay for each hour of overtime worked during that holiday.
5. In order to be entitled to a legal holiday as provided, employees shall be on pay status on their scheduled work day immediately preceding and immediately following such holiday, this provision shall not apply if the employee is forced to take unpaid time off due to disciplinary measures either preceding or following a holiday.
  6. Employees who are off-duty on workers’ compensation shall be considered on pay status and shall receive the appropriate holiday pay benefit.

**ARTICLE 9 – Annual Leave**

1. The County and the Association agree that annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.
2. Employees shall be eligible to take annual leave after six (6) months of continuous full-time service.
3. Accrual of annual leave, effective for eligible employees working on a full-time basis, shall be as follows:

LENGTH OF SERVICE	HOURS ACCRUED
Hire Date to 3 <sup>rd</sup> Anniversary Date	8 hrs/Month
3 <sup>rd</sup> Anniversary Date to 8 <sup>th</sup> Anniversary Date	10 hrs/Month
8 <sup>th</sup> Anniversary Date to 12 <sup>th</sup> Anniversary Date	12 hrs/Month
Beginning with the 12 <sup>th</sup> Anniversary Date	14 hrs/Month

4. Annual leave accrues when the Employee is in a paid status.
  - a. In the event that you are in a non-paid status the Employee will accrue sick leave on a pro-rated amount.
  - b. This does not include non-pay status as a result of a disciplinary action.
5. Annual leave may be accrued without limit from January 1<sup>st</sup> to December 31<sup>st</sup> in any calendar year; provided, however, that:
  1. The maximum annual leave accrual allowed on December 31<sup>st</sup> of each year is 240 hours for each employee. Any annual leave which exceeds the allowed maximum shall be forfeited on December 31<sup>st</sup> of each calendar year except as provided below.

2. If an employee is denied use of accrued annual leave and the denial results in an employee's leave balance exceeding two hundred forty (240) hours at the end of a calendar year, the employee may be allowed to carry over excess leave into the next calendar year. To be eligible for carryover, the employee must have:
  - a. Made written request for use of at least eighty (80) hours of annual leave to be taken before the end of the year. Requests for leave must have been made prior to the end of September;
  - b. Been denied part or all of the requested leave by the Department Head; and
  - c. Requested use of the leave, which the employee will have accrued in excess of two hundred forty (240) hours at the end of the calendar year, to be taken prior to the end of March of the next year.
  - d. EXCEPTION: The employee will be eligible to carry over leave if a leave request was denied because another employee has been granted leave for the period in question before the employee's request was received.
6. In the event of the death of an employee, the employee's beneficiary shall receive lump sum payment for all of the employee's accrued annual leave at the time of the employee's death.

## ARTICLE 10 – Sick Leave

1. All employees shall accrue ten (10) hours of sick leave per month as long as they are in a paid status.
  - a. In the event that you are in a non-paid status the Employee will accrue sick leave on a pro-rated amount.
  - b. This does not include non-pay status as a result of a disciplinary action.
2. Employees shall receive their current hourly rate of pay for each hour of sick leave used.
3. All unused sick leave shall be carried over and added to the next year's accumulation without a maximum total accrual amount.
4. An employee who has at least five (5) years of creditable continuous service shall be compensated for a percentage of his/her accrued sick leave upon separation from service with the County due to resignation, retirement, disability, or death. If the separation is due to the death of the employee, the compensation due will be paid to the beneficiary(ies) designated by the employee. The compensation shall be equal to the number of hours of sick leave, up to a maximum of one thousand (1000) hours, multiplied by the appropriate percentage of accrued leave (see table below), multiplied by the employee's hourly salary at the time of separation from service.

COMPLETED YEARS OF CONTINUOUS SERVICE	PERCENTAGE OF ACCRUED SICK LEAVE ELIGIBLE FOR COMPENSATION
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%
11	52.5%
12	55%
13	57.5%
14	60%
15	62.5%
16	65%
17	67.5%
18	70%
19	72.5%
20	75%

5. If the event of separation from the County is due to death in the line of duty, the County shall pay to the employee's beneficiary 100% of his/her accrued leave without regard for the completed years in continuous service.
6. An employee using sick leave shall be required to notify his/her duty station, or appropriate supervisor, no later than one (1) hour prior to the start of his/her scheduled shift. This may be waived if it is impossible for the employee to make a telephone call. If known, when making the phone call the employee shall advise as to the length of the sickness or injury.
7. Employees may use sick leave:
  - a. If they are incapacitated from the performance of their duties by illness or injury;
  - b. Attendance is prevented by public health requirements;
  - c. If required to absent themselves from work for the purpose of keeping an appointment with a doctor;
  - d. To personally care for a family member who is sick or ill pursuant to "FMLA" requirements or,
  - e. As bereavement leave to attend the funeral of a family member who is within the third degree of consanguinity or affinity (see attached Consanguinity/Affinity Chart). Sick leave, in such cases, may be granted up to a maximum of five (5) working days per each occurrence.
8. If an employee, employed for the entire calendar year, uses zero (0) hours of sick leave during that calendar year, that employee shall be entitled to thirty-five (35) hours of pay at his/her current hourly rate of pay, to be paid on the second payday in January. Payment of this bonus shall be in the form of a separate check.

9. If an employee, employed for the entire calendar year, uses forty (40) hours or less of sick leave during that calendar year, that employee shall be entitled to twenty-four (24) hours of pay at his/her current hourly rate of pay, to be paid on the second payday in January.
  - a. Bereavement leave pursuant to 7(e) will not count against the Employee's eligibility for this bonus.
  - b. Payment of this bonus shall be in the form of a separate check.
10. Sick leave may be donated to a catastrophic leave bank for use by employees with more than one year of service who:
  - a. Have exhausted their sick leave bank;
  - b. Must continue medical leave due to a catastrophic medical condition which is not the result of an on the job injury or illness; and
  - c. Based on the statements from medical providers, are expected to return to work within a reasonable period of time.
  - d. Donors to the catastrophic leave bank will be allowed two donations during any calendar year provided they will have a minimum of one hundred sixty (160) hours of sick leave remaining in their sick leave account after the donation is made.
  - e. Donations to the catastrophic leave bank will:
    - i. Be placed in a leave bank based on their dollar value,
    - ii. Are irrevocable, and
    - iii. Are available to any eligible employee.
  - f. Any employee desiring to use catastrophic leave will apply for said leave to the Association President. Upon receipt of the application and Association Executive Board approval, the President will forward the application to the County. Upon receipt of the application, the County shall provide the employee with the approved amount of sick leave from the catastrophic leave bank.
11. Employees who report sick shall be at their place of residence, a medical facility, or their doctor's office, or shall notify their supervisor of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity not consistent with the nature of the illness or injury when an employee is on sick leave, is considered evidence of abuse of sick leave.

## ARTICLE 11 – Special Leaves

1. **Family Medical Leave Act**
  - a. The County will grant leave pursuant to the provisions of Public Law 103.3.
  - b. Eligibility for leave under the provisions of the Family and Medical Leave act will be determined using a rolling twelve-month period looking backward from the date which the leave is requested.
  - c. The County will require the employee to use all accrued paid leave before granting unpaid leave. An employee who has used all accrued paid leave and is still within

the twelve-week period allowed by law, but in a leave without pay status, will have his/her health care benefits continued and paid for by the County through the remainder of the twelve-week period. He/she may elect to continue coverage at his/her own expenses if leave is approved beyond that period, as is permitted under the maternity/paternity provisions. Unpaid leave above and beyond that authorized pursuant to this agreement shall not count for purposes of seniority or any other rights or entitlement earned through employment, except as may be provided elsewhere in this agreement.

- d. The preceding sections are not intended to be all inclusive. Specific situations require reference to the provisions of Public Law 103.3.

## **2. Leave related to Job Related Injuries**

- a. All employees shall be covered by Workers Compensation Program of the County's choice that conforms with the provisions of the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act and that provides for payment of job related injury benefits and compensations for partial and total disability arising from job related injuries and occupational diseases.
- b. In the event an employee is absent from work due to a job-related injury he/she will be maintained in a full pay status at the appropriate rate for a period of time not to exceed one hundred (100) work days for each recognizable incident.
  - i. During this period, the employee shall not forfeit any accrued leaves.
  - ii. The employee shall return to the County any and all temporary total disability payments received from Workers Compensation Program during that time period.
- c. If an employee entitled to compensation disability benefits is unable to return to work following the one hundred day period, he/she may elect to utilize accrued leaves. If an employee elects to use accrued leaves while receiving workers compensation benefits, the amount of leave charged such employee shall be equal to the difference between the benefit received and the employee's salary prior to the injury or illness. The disability payments shall be paid to the County and the employee shall remain in a full pay status until all accruals have been exhausted.
- d. When accrued leaves have expired, if the employee is still, because of injury, unable to work, the employee will not be entitled to any supplemental compensation from the County, but shall receive compensation checks directly through the workers' compensation insurance program.
- e. An employee may decline to use any accruals while receiving disability compensation benefits through the workers' compensation insurance program. The employee shall be considered on leave of absence without pay during such period of time.

### **3. Education Leave**

- a. Pursuant to NRS 392.4577 County shall grant every employee who is a parent, guardian or custodian of a child who is enrolled in public school, four (4) hours of leave per school year, per child.
- b. This leave shall be to:
  - i. Attend parent-teacher conferences;
  - ii. Attend school-related activities during regular school hours;
  - iii. Volunteer or otherwise be involved at the school in which his or her child is enrolled during regular school hours; and
  - iv. Attend school-sponsored events.
- c. This leave shall be taken in increments of at least one (1) hour.
- d. The employee shall provide a written request for the leave at least five (5) days before the leave is taken except in the event that the qualified event is an emergency with less than five (5) days' notice in which case the employee shall notify the County as soon as they are aware of the need for the leave.
- e. The county is not required to pay an employee for any leave taken pursuant to this section, although if the employee has leave available they may use such leave.

### **4. Military Leave**

- a. Pursuant to NRS 281.145 Any employee who is an active member of The United States Army Reserve, The United States Naval Reserve, The United States Marine Corps Reserve, The United States Coast Guard Reserve, The United States Air Force Reserve or The Nevada National Guard who is under orders shall be relieved from the employee's duties upon the employee's request without loss of employee's regular compensation for a period of not more than fifteen (15) working days in any 1 calendar year. No such absence may be a part of the employee's annual or sick leave.
- b. Any employee who is an active member of The United States Army Reserve, The United States Naval Reserve, The United States Marine Corps Reserve, The United States Coast Guard Reserve, The United States Air Force Reserve or The Nevada National Guard who is called to serve in a national or international deployment shall be granted leave and pay as prescribed by federal law.

### **5. Leave without pay**

- a. Job related injury pursuant to section 2 shall not be considered leave without pay for purposes of this section.
- b. Leave without pay may be granted an employee for purposes normally covered by another form of leave when all paid leave balances have been exhausted.
- c. Leave without pay must be approved by the employee's Department Head.

**6. Voting**

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

## ARTICLE 12 – Probationary Period

1. All employees shall serve a probationary period of twelve (12) complete months from actual date of hire, during which they may be released without notice, reason or right of appeal, regardless of rights afforded non probationary employees. Nothing in this agreement shall restrict the Department Head's decision that a probationary employee has not successfully completed his or her qualifying period.
2. A probationary employee's performance shall be reviewed after the sixth and twelfth months of service. During the twelfth month of service, the employee's supervisor shall make a written recommendation about retention of the employee beyond the probationary period. If no such recommendation is received from the supervisor prior to the end of the employee's probationary period, the employee shall be considered retained.
3. All employees promoted shall serve a qualifying period of twelve complete months within the new position. Nothing in this agreement shall restrict the Department Head's decision that a promotional employee has not successfully completed his or her qualifying period.

## ARTICLE 13 – Disciplinary Action & Appeal

1. The right to maintain discipline and efficiency of employees is vested exclusively in the County. Disciplinary action taken by the County, for unsatisfactory performance or for misconduct, shall include oral counseling (logbook notations), written reprimands, suspension with pay, and suspension without pay, demotion and discharge.
2. The level of severity of the discipline is dependent on the nature of the act, the employee's relevant history of discipline, and other relevant circumstances.
3. Discipline for acts in violation of Department rules, regulations and policies shall be imposed as set forth in the discipline matrix, attached hereto as Addendum C to this Agreement. In order for prior discipline to be used as a determining factor to aggravate the disciplinary action to be taken under the matrix the prior discipline must be of the same or similar conduct as the conduct for which discipline is contemplated. The discipline matrix is intended to establish the maximum penalty assigned for any given conduct at each level. Nothing herein contained shall be construed as preventing a lesser form of discipline than the level of discipline as set forth in the matrix as may be determined in the Department Head's sole discretion.
4. Less serious performance or conduct issues may be dealt with by counseling employees and documenting such counseling in the supervisor's log book.
5. Multiple violations occurring during a single event shall be punished by only one disciplinary action for that event.
6. Disciplinary Action Process



**a. Initiation of Disciplinary Action**

- i. When the Department receives notice of a complaint against an employee and an investigation is undertaken, the employee will be notified as to the existence of the complaint as expeditiously as practicable. In situations where covert actions may be necessary to properly engage an investigation, no notice will be given until those actions are completed.
- ii. All disciplinary action, with the exception of oral reprimands and log book notations, shall be initiated by the delivery of a notice of proposed disciplinary action to an employee. There shall be no appeal of oral reprimands or log book notations.
- iii. The notice of proposed discipline must include the following information and/or allegations: (a.) The policy alleged to be violated, (b.) A detailed description of the alleged violation of the policy; and (c.) The disciplinary action(s) recommended or requested.
- iv. The notice of proposed discipline shall be delivered to the employee, together with a notice that the employee has five (5) working days in which to file with the Department head, or his/her designee a request for a pre-disciplinary hearing.

**b. Suspension pending final decision**

- i. An employee may be suspended with pay pending a final decision on any proposed suspension with loss of pay for more than three (3) working days, demotion, or termination from employment.
- ii. An employee may be suspended without pay pending final decision on any proposed discipline which is based upon a charge of which, if true, is a violation of criminal law; provided that such suspension must be accompanied by a filing of a formal criminal charge by the District Attorney's Office within three (3) working days of the suspension without pay.
  1. When formal criminal charges are not filed, the suspension may revert to a suspension with pay.
  2. If the discipline ultimately imposed provides for less time off without pay than the employee has suffered, the employee will be paid in full for any excess time off without pay.

**c. Pre-Disciplinary Hearing**

- i. The Department Head or his /her designee shall have thirty (30) calendar days following completion of the investigation in which to render his/her decision about proposed discipline.
- ii. Upon receipt of a notice of proposed discipline, the employee may request a pre-disciplinary hearing. The request for a pre-disciplinary hearing must be filed with the Department Head within five (5) working days of serving of the notice of proposed discipline.

- iii. If the employee does not file a request for a pre-disciplinary hearing, the final decision-maker may implement the proposed discipline or any lesser discipline.
- iv. Following receipt of a request for a pre-disciplinary hearing, the Department Head or his/her designee shall have ten (10) working days to set a date for the pre-disciplinary hearing.

The Department Head, or his/her designee will attempt to hold the hearing at a time convenient to the employee and his/her representative or counsel; provided, however, that in no event shall the hearing be scheduled later than thirty (30) calendar days after delivery to the employee of the notice of proposed discipline.
- v. The pre-disciplinary hearing shall be informal.
- vi. Participation shall be limited to the employee, and up to two (2) representatives of his/her choosing, including but not limited to a lawyer, representative of a labor union or another peace officer, the Department Head, and/or his/her designee, the supervisor(s) who made the discipline request, counsel for the Department, and any witnesses called by the supervisor or the employee.
- vii. No news releases shall be made concerning progress of any hearing.
- viii. The Department Head, or his/her designee shall not have the authority to modify, amend, alter, add to, or subtract from any of the provisions of this Agreement.
- ix. Each party shall bear its own costs of presentation.

**d. Final Decision:**

- i. The Department Head, or his/her designee shall have thirty (30) calendar days following completion of the pre-disciplinary hearing in which to render his/her written decision.
  - ii. The decision of the Department Head, or his/her designee is final and binding; provided, however, in cases of suspension the Employee may appeal such action as provided by Article 14 starting at step 3 of that article. In all other cases, the employee shall have no further right of appeal of the discipline.
  - iii. Copies of the final written decision shall be delivered to the employee and the Association.
7. In the event the Association believes there is a conflict of interest regarding a named employee involved in the discipline process it shall attempt to informally resolve this matter with the Department Head. If resolution is not obtained the matter shall proceed as a grievance pursuant to this agreement through Step 3 only. The resolution achieved in Step 3 of the grievance procedure shall be final and binding.

8. The Department shall complete all disciplinary investigations, issue a final ruling and serve any proposed discipline within six months of the start of the investigation absent a legitimate reason for the inability of that time requirement.
  1. In the event that the six month deadline will be unable to be met due to a legitimate reason the Department shall notify the employee and the Association in writing as to the reason the time limit cannot be met and the expected completion date.
  2. Should the Department not complete the investigation and issue a final ruling within six months of the start of the investigation it shall be presumed that the employee is exonerated and no additional discipline may result.
9. This article shall not apply to the Department Head's decision that a promotional / probationary employee has not successfully completed his or her qualifying period in a specific position.

## ARTICLE 14 – Grievance Procedure

### 1. **Purpose**

The purpose of the following provision is to set forth, simply and clearly, the methods and procedures to address the various types of disputes that may arise between the parties hereto.

### 2. **Representation**

A grievant may be assisted and/or represented by the Association or any person of the grievant's choosing at any step of these procedures.

### 3. **Informal resolution:**

- a. Within fifteen (15) working days from the event creating the grievance or from the date that the grievant(s) gains knowledge of such event, the grievant(s) shall meet and discuss the grievance with their immediate supervisor.
- b. The supervisor shall have seven (7) working days to give an answer to the grievant(s).
- c. If the grievant(s) is/are not satisfied with the resolution proposed at the informal level, the grievant(s) shall proceed to Step 1 of the formal grievance procedure.
- d. Either party to a grievance may, at any point in the grievance process, propose in writing and deliver to the other party that the grievance be informally be resolved.
  - i. The responding party shall, within five (5) working days from the receipt of the request for informal resolution, agree to or reject the proposal for informal resolution and shall notify the requesting party in writing.
  - ii. If both parties agree to attempt to informally resolve the grievance, the employee, his/her representative, the Department Head or his/her designee, and any other appointed representative for the County shall meet and discuss the proposed resolution at the earliest possible date and time. An

agreement to meet and attempt to informally resolve the grievance shall act to suspend any then-pending procedures in the grievance process.

- iii. If informal resolution of the grievance is achieved, within five (5) working days or any other mutually agreed on time period, that resolution shall be memorialized in writing.
- iv. If the attempted informal resolution of the grievance is unsuccessful, resolution of the grievance shall commence at the same stage in the grievance process as when the request for informal resolution was made.

**4. Formal Grievance Procedure:**

**a. STEP 1**

- i. Within five working days after receiving an unsatisfactory answer at the informal resolution stage, the grievant(s) shall file a formal, written grievance with the supervisor.
- ii. The supervisor shall, within seven (7) working days, have a meeting with the grievant(s), and if requested, the grievant(s)' representative.
- iii. Within seven (7) working days thereafter, give a written reply to the grievant(s), and the grievant(s)' representative.
- iv. If the grievance is not settled in Step 1 the grievant(s) shall proceed to Step 2 of the formal grievance procedure.

**b. STEP 2**

- i. In the event the grievant is the association, the grievance may commence directly at step 2 within fifteen (15) working days from the event creating the grievance or from the date that the association gains knowledge of such event.
- ii. Within five (5) working days of receiving an unsatisfactory answer from the supervisor in Step 1 the grievant(s) shall present the written grievance in writing to the Department Head or his/her designee.
- iii. The Department Head shall render a decision in writing to the grievant(s) within seven (7) working days after receiving the appeal.
- iv. If the grievance is not settled in Step 2 the grievant(s) shall proceed to Step 3 of the formal grievance procedure.

**c. STEP 3**

- i. Within ten (10) working days of the written decision the Employee may appeal in writing said disciplinary action to the County Manager.
- ii. Within ten (10) working days of receipt of a timely filed appeal of disciplinary action, the County Manager shall reply in writing.
- iii. Within ten (10) working days of receipt of the County Manager's reply if the grievance is not settled in Step 3 the grievant(s) shall proceed to Step 4 of the formal grievance procedure.

- iv. In order for a non-disciplinary grievance to proceed from this point, the association must by agreement of their board, become the grievant. No individual non-discipline grievant may proceed past step 3 without the association support. In the event of a discipline grievance in which the Employee is proceeding without Association support the cost of the grievance otherwise chargeable to the Association, shall be the Employee's responsibility.

**d. STEP 4**

- i. Within five (5) working days of receiving an unsatisfactory answer from the County Manager in Step 3 the grievant(s) shall notify the Department head, County Manager, and District Attorney in writing of the intent to participate in a pre-arbitration conference with a mediator from the Federal Mediation Conciliation Services (FMCS).
- ii. The grievant(s) shall contact the FMCS within ten (10) working days of the notice of intent and request proposed dates for the mediation session. The parties agree to participate in good faith in the mediation process, to include working cooperatively to schedule the mediation as quickly as feasible but in no event longer than sixty (60) days after initiation of the process with the FMCS.
- iii. If the grievance is not settled in Step 4 the grievant(s) shall proceed to Step 5 of the formal grievance procedure

**e. STEP 5**

- i. Within ten (10) working days of the termination of the mediation process, The Association must give in writing a notice of intent to arbitrate the grievance to the Department Head, County Manager and the District Attorney (or his designee).
- ii. **Selection of arbitrator:**
  - 1. The Association shall request the FMCS to furnish a panel of seven (7) arbitrators and alternatively strike names from such list, starting with The Association, until one name remains. The last name remaining shall serve as Arbitrator.
  - 2. Both parties agree this process shall be concluded not more than thirty (30) days after the panel of arbitrators is received from FMCS.
- iii. **Costs:**

The fees and expenses of the arbitrator shall be shared equally by The Association or the Employee and the County. Each party shall bear the costs of its own presentation, including legal or other representation fees.
- iv. **Jurisdiction:**
  - 1. The jurisdiction and authority of the arbitrator and his opinion shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue, including the

determination of disputed facts upon which application of the Agreement depends.

2. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or to impose on either party a limitation or obligation not explicitly provided in this Agreement.

v. **Binding Effect:**

The written decision of the arbitrator on the merits of any grievance adjudicated within the jurisdictional limits and authority shall be final and binding on the aggrieved employee, the Association and the County.

5. All grievances shall be filed at the lowest level possible. However, where any respondent does not have the authority to settle the matter, the grievance shall be appealed to the step where the respondent has the authority to settle the dispute.
6. Where the grievance is not relative to a Department specific issue and is in fact with the County, the same grievance procedure shall be utilized with the following exceptions:
  - a. The grievance shall start with the head of the appropriate County Division (ie Human Resources, Payroll etc).
  - b. If the issue is not resolved informally, the grievance shall be submitted in writing to the head of the appropriate County Division (ie Human Resources, Payroll etc) and a copy submitted to the District Attorney (or his designee) as the representative of the County.
  - c. If the issue is not resolved at that level, the matter shall proceed to Step 3 of the formal grievance process.
  - d. All time requirements still apply in these instances.

7. **Time Limits:**

- a. In computing any period of time described or allowed in these procedures, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or a Holiday.
- b. Time limits specified in the preceding sections may be extended by written agreement of both parties.
- c. Failure on the part of the grievant(s) to file or process the grievance to the next step within the time limits prescribed in these procedures will deem the grievance withdrawn with prejudice, unless the time limits have been extended in writing by the parties.
- d. Failure on the part of the County's representative to answer the grievance in the time limits established in these procedures will automatically result in the grievance being moved to the next step in the grievance procedure.

## ARTICLE 15 – Compensation

1. Each employee covered by the terms of this Agreement shall be paid in accordance with the written job classification, and grade and step salary schedule for his/her job classification. The method of classification shall remain in full force and effect until changed in writing by mutual agreement through negotiations by the parties to this Agreement.
2. There shall be a no COLA (Cost of Living Adjustment) increase during the terms of this agreement.
3. Payday shall be bi-weekly and in no case shall more than five (5) regularly scheduled work days' pay be held back from the end of the pay period. The County payday has been established bi-weekly for every other Thursday and paychecks will routinely be distributed by five o'clock p.m. (1700 hours).
4. At the request of the employees paychecks will be paid through direct deposit at the financial establishment of their choosing (as long as it is available through that establishment) upon notification provided to the County.
5. **Shift Differential:** Employees who work regularly scheduled hours between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of two dollars (\$2.00) per hour in addition to their regular rate of pay.
6. **Incentive pay for degree or specialized duties**
  - a. Incentive pay for Degree
    - i. The County shall authorize to all employees governed by the Contract step increases for earning degrees in law enforcement and law enforcement-related studies while employed by the County.
    - ii. Incentive pay for Degrees shall be effective upon proof of earning said degree from an accredited college or university located within the United States. Degrees for "life work" shall not be recognized for purposes of eligibility for incentive pay
    - iii. Incentive payment shall be as follows:
      1. Associates Degree: Two percent (2 %) of the base hourly rate of pay.
      2. Bachelors Degree: Four percent (4%) of the base hourly rate of pay.
  - b. Incentive pay for law enforcement certificates
    - i. The county shall authorize to all employees incentive pay for earning certain law enforcement certificates as follows:
      - a. Basic Post Certificate-One (1) step increase
      - b. Intermediate Post Certificate-Two percent (2%) increase in the base hourly rate of pay.
      - c. Advanced Post Certificate-Two percent (2%) increase in the base hourly rate of pay.

- d. Managerial Post Certificate-Two percent (2%) increase in the base hourly rate of pay.
    - ii. The increases for the post certificates shall be calculated outside of, and in addition to, the pay rate schedule.
  - c. Incentive pay for specialized duties
    - i. The Department Head may select, in writing, a deputy to perform additional specialized duties.
    - ii. The Department Head at his/her sole discretion may communicate announcements for specialized duty assignments to all duty stations and work sites.
    - iii. Officers assigned to more than one of the specialized assignments shall only be eligible to receive one assignment incentive, unless performing FTO or Instructor duties.
    - iv. Such deputy shall be paid an additional four percent (4%) applied to his/her hourly rate of pay as incentive while actually performing the following specialized duties.
      - 1. Post-Certified Instructor
      - 2. Certified Rangemaster
      - 3. Post-Certified Field Training Officer ("FTO")
      - 4. FTO Coordinator
      - 5. Motorcycle Deputy
      - 6. Reserve Deputy Coordinator
      - 7. S.W.A.T.
      - 8. Mounted Patrol
      - 9. Honor Guard
      - 10. Fatal Traffic Accident Investigator
      - 11. Detention Transport Driver requiring CDL for jail transports while actually transporting in a CDL required vehicle
      - 12. Bi-lingual Pay
        - a. Employees who translate and/or speak a second language and who meet the criteria set forth in this section will receive additional compensation while performing such task.
        - b. Proficiency exams will be administered by the Department Head or his designee at the beginning of each year. Any employees wishing to qualify as proficient shall notify the Department by October 1<sup>st</sup> of the year prior to be included in the testing procedure.
        - c. Such employees must pass a Department approved proficiency examination on conversational language in the language to be tested in order to receive payment.



- d. The Employee shall be notified of the results of the test upon the completion of the scoring of the test.
    - v. Such deputy shall be paid an additional four percent (4%) applied to his/her hourly rate of pay as incentive at all times while assigned to the following specialized duties.
      - 1. Detective/Investigator
      - 2. Detective/Investigator Sergeant
      - 3. School Resource Officer
      - 4. Street Crimes Unit
      - 5. Personnel assigned to the Nevada National Security Site (upon DOE approval)
- 7. **K-9 Handler** will receive the following compensation as full compensation for all time spent caring for, training, and performing other tasks required to maintain an assigned dog.
  - a. One hundred fifty dollars (\$150.00) per month. If assignment as a K-9 Handler is made or ended during a month, the amount to be paid will be pro-rated based upon the number of calendar days during which the assignment is in effect.
  - b. 1 “K-9” hour for each regularly scheduled shift
    - i. This shall be an hour taken off with pay to allow for time to care for and train the assigned K-9.
    - ii. This hour shall be assigned by the Department at either the beginning or the end of the shift.
    - iii. Should a K-9 handler have to work through the K-9 hour they shall be allowed to take the “K-9 hour” at the end of the shift and it will be paid as overtime as defined by this agreement.
  - c. Duty time to take the K-9 to necessary medical appointments to include veterinary services. No overtime shall be taken for these instances; the employee shall be responsible for adjusting schedules to attend these appointments.
- 8. **Longevity**
  - a. Employees hired prior to July 1, 1992 shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed twenty percent (20%).
  - b. Employees hired after July 1, 1992 but before December 1, 1998 shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed ten percent (10%)
  - c. Effective July 1, 2013 employees hired after December 1, 1998, who complete eight (8) years of continuous employment, shall receive longevity pay. Upon completion of eight (8) years of continuous service, the employee shall receive an additional four percent (4%) of his/her bi-weekly base salary. For each year of continuous service thereafter, the employee shall receive an additional one-half of one percent increase of the base salary until a maximum of ten percent (10%) has been reached.

- d. For purposes of determining the amount of accrued continuous creditable employment, all time during which an employee is absent from duty due to the circumstances delineated in the definition of continuous creditable employment shall be counted as creditable employment, except for absent from duty due to resignation, unpaid leave, or disciplinary suspension. In those instances that time shall not be counted as accrued continuous creditable employment.
- e. Payment of longevity shall be paid with Employee's regular bi-weekly pay period.

**9. Compensation upon promotion**

- a. **Promotion** is defined as movement from one job classification in a Department to another job classification in the same Department when the top step of the salary range for the new classification is at least four percent (4%) higher than the top step of the old classification.
- b. An employee promoted from rank of Deputy to the rank of Sergeant shall be placed at the step in the range for Sergeant which provides an increase of at least eight (8%) percent over his/her normal hourly salary.
- c. Any employee promoted shall not be demoted without just cause after having completed their one-year qualifying period.

**10. Anniversary date pay increases**

- a. Anniversary step increases shall be effective on the anniversary date of the employee as set forth in the current Nye County Personnel Ordinance.
- b. When a step-advancement is delayed solely through administrative delay or clerical error, the proper adjustment shall be made retroactive to the date it was originally due at a point no later than two (2) weeks beyond the scheduled due date.
- c. Employees shall receive all due step increases on July 1, 2012, if such step increases were foregone during the fiscal year ending June 30<sup>th</sup>, 2012.

**ARTICLE 16 – On Call/Standby/Call Back**

**1. On call/Standby**

- a. Personnel who are assigned to be on call/standby by a supervisor shall be compensated for such on call/standby at the rate of eighteen (18%) percent of base pay for each hour or portion of each hour of standby-time. When an employee receiving standby pay is called to perform work during the standby period s/he shall be paid for any overtime hours worked as provided within this agreement.
- b. An employee shall not be assigned standby on his/her regular days off, or portion thereof, against the will of the employee, unless there is a public safety emergency.

**2. Call back**

- a. When required to respond to an emergency, the Department Head or his designated representative may call back one or more Employees.
- b. The Employee shall be paid at an overtime rate of pay.

- c. The Employee will be paid for a minimum of two (2) hours of call back pay.
- d. In the event the period of call back runs into an employee's normal tour of duty, such employee shall be paid overtime pay for only those hours worked outside of his/her normal tour of duty.
- e. An employee who works less than two (2) hours on the initial call-out and is then called out a second time during the initial two (2) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed two (2) hours. In this case he/she will be paid for the aggregate time so worked at overtime pay.
- f. In the event an employee is called out for a second time after the expiration of two (2) hours from the first call-out, he/she shall be paid for a minimum of two (2) hours for each call-out except as provided in the previous paragraph.
- g. Pay is not call-back pay for any employee who is:
  - i. Called into work while on standby notice;
  - ii. Not required to leave the premises where he is residing or located at the time of notification in order to respond; or
  - iii. Called back to work if the work begins 1 hour or less before or after his scheduled work shift.

## ARTICLE 17 – Overtime Compensation

### 1. Overtime

- a. Thirty (30) minutes past the normal shift constitutes one (1) hour of overtime.
- b. Call-outs for members of the Department shall receive compensation at overtime pay for a minimum of two (2) hours.
- c. All employees required to appear in court or before an administrative agency on official business during their off-duty time shall receive compensation at overtime pay for a minimum of two (2) hours.
- d. All employees required to appear in court or before an administrative agency on official business during their regularly scheduled work shift shall receive their regular pay providing that any and all witness fees or pay are not taken. Employees shall report to work immediately after being excused.
- e. Employees called to serve on jury duty on a normally scheduled shift shall receive their regular pay. Those persons called but not selected to serve on the jury shall report back to work when excused.

### 2. Compensatory Time

- a. The purpose of compensatory time is to allow employees to accumulate and to take compensatory time off in conjunction with workload lows, rather than be paid at the overtime rates during workload peaks.

- b. Compensatory time may accrue in lieu of cash payment for overtime.
  - i. Compensatory time will be accrued at the rate of one-and-one-half (1-1/2) times the employee's base hourly salary.
  - ii. Accrual of compensatory time in lieu of overtime will be determined pursuant to applicable FLSA provisions.
- c. Employees can accumulate up to four hundred eighty (480) hours of compensatory time.
- d. No later than June 1 of any calendar year employees may elect to receive payment of their accrued compensatory time in an amount not to exceed eighty (80) hours. This payment shall be made on the second payday in July at the hourly rate which applies to the employee on the last day of June.
- e. Compensatory time shall be paid in a separate check and not with the regular paycheck.
- f. Upon terminating employment, accumulated compensatory time will be paid to the employee.
- g. In the event of the death of an employee, the employee's beneficiary shall receive full payment for employee's accrued compensatory time at the time of the employee's death.

## ARTICLE 18 – Acting Pay

- 1. An employee assigned by the Department Head or designee to act in a capacity of a higher job classification than the employee's permanent classification shall be paid for hours actually worked at the lowest step in the range of the higher class, which is at least eight percent (8%) above the employee's current base rate of pay or at the first step in the range of the higher classification, whichever is greater. In no event shall acting pay exceed the top of the range of the higher-level classification.
  - a. Acting pay will only be awarded if the employee assumes the responsibilities of a higher classification for a period of more than forty-eight (48) clock hours, per assignment, but such pay shall be paid retroactive to the first day of that assignment.
  - b. Acting pay, in excess of fifteen (15) days in a thirty (30) day period, shall require the written approval of the County Manager.
  - c. In no event will an assignment of an employee to work in an acting position be used by the County to substitute for the filling of such position on a full time basis.

## ARTICLE 19 – Clothing / Equipment

- 1. **Sheriff Employee**
  - a. Each newly hired employee immediately upon his/her hire, shall be given a uniform allowance of one thousand two hundred fifty dollars (\$1250.00).

- b. Any newly hired employee who first is employed between April 1 and June 30, inclusive, of any given year, and who receives a new hire uniform allowance as provided in section 1 herein, shall not be entitled to the standard allowance until the fiscal year commencing on July 1 of the calendar year next following the calendar year in which that employee is hired.
- c. Each employee shall be given a uniform allowance annually of nine hundred and eleven dollars (\$911.00).
  - i. Uniform allowance shall be paid the first working day of July.
  - ii. Uniform allowance payments will be issued in a separate check (not as part of a payroll check)
- d. Uniforms shall be kept at a high standard and, if not, the officer can be sent home to ensure that it is prior to going on duty.
- e. When an employee is required, by reason of his/her specialized assignment, to wear or carry safety uniform components or equipment, that employee shall receive an additional sum of uniform allowance equal to the difference in cost between the standard required uniform components or equipment and the required safety uniform components or equipment.

The County shall provide a one-time payment of \$200 for those officers initially assigned to Investigators, SWAT, K-9 or bicycle duties for the purchase of the additional equipment required with those positions.

Any employees in those capacities at the time of the signing of this agreement shall receive payment of \$200 within two pay periods of the signing of this agreement.

- f. NCSO Uniform Requirements (four categories):
  - i. Class A Uniform (Dress Uniform)
    - 1. One Class A uniform pant
    - 2. One Class A uniform shirt
    - 3. One tie
    - 4. One pair of white gloves (optional)
    - 5. One Class A uniform hat
    - 6. One hat badge (County Issued)
    - 7. One tie tack (County Issued)
  - ii. Class B Uniform (Utility Uniform)
    - 1. Three Class B uniform pants
    - 2. Three Class B uniform shirts
    - 3. Three white crew neck tee-shirts
    - 4. One Dickie/Turtle Neck (Optional)
  - iii. Specialty Uniform (S.W.A.T.)
    - 1. One S.W.A.T. uniform pants (if assigned)
    - 2. One S.W.A.T. uniform shirt (if assigned)
    - 3. One olive crew neck tee shirts (if assigned)
  - iv. Miscellaneous Uniform/Accessories-Used for all uniform class'

1. One call-out coveralls (optional)
2. Two name tags
3. One duty badge (County Issued)
4. Three ball caps (County Issued)
5. One FTO, K-9, Award, Dare Pins (County Issued)
6. One Collar Insignia, K-9, Motorcycle Officer, FTO, SGT. (County Issued)
7. One black pant belt, 1.5" wide (basket weave, plain leather or nylon)
8. One black gun belt, 2" wide (basket weave, plain leather or nylon)
9. One pair of black boots or shoes
10. Black or brown socks if wearing shoes
11. White socks if wearing boots
12. One windbreaker (optional)
13. One Jacket Waist Length Or Mid-Thigh Length
14. One black Ammo Pouch (basket weave, plain leather or nylon)
15. Three magazines Or speed loaders (County Issued)
16. One black handcuff case (basket weave, plain leather or nylon)
17. One set of handcuffs
18. One baton holder (basket weave, plain leather or nylon)
19. One baton
20. Four black belt keepers (basket weave, plain leather or nylon)
21. Two Pens, Black Ink
22. One black OC (pepper spray) case (basket weave, plain leather or nylon)
23. One baton holder (basket weave, plain leather or nylon)
24. One baton
25. Four black belt keepers (basket weave, plain leather or nylon)
26. Two Pens, Black Ink
27. One black OC (pepper spray) case (basket weave, plain leather or nylon)
28. One can of OC (pepper spray) (County Issued)
29. One flashlight
30. One flashlight ring or case (basket weave, plain leather or nylon)
31. One firearm (County Issued)
32. One black holster (basket weave, plain leather or nylon) (County Issued)
33. One black key holder (basket weave, plain leather or nylon)
34. One soft body armor (County Issued)

## 2. District Attorney Employees

- a. Each newly hired employee immediately upon his/her hire, shall be given a uniform allowance of one thousand two hundred fifty dollars (\$1250.00).
- b. Any newly hired employee who first is employed between April 1 and June 30, inclusive, of any given year, and who receives a new hire uniform allowance as provided in section 1 herein, shall not be entitled to the standard allowance until the

fiscal year commencing on July 1 of the calendar year next following the calendar year in which that employee is hired.

- c. Each employee shall be given a uniform allowance annually of nine hundred and eleven dollars (\$911.00).
- d. Uniform allowance shall be paid the first working day of July. Uniform allowance payments will be issued in a separate check (not as part of a payroll check)
- e. Uniforms shall be kept at a high standard and, if not, the officer can be sent home to ensure that it is prior to going on duty.
- f. When an employee is required, by reason of his/her specialized assignment, to wear or carry safety uniform components or equipment, that employee shall receive an additional sum of uniform allowance equal to the difference in cost between the standard required uniform components or equipment and the required safety uniform components or equipment.

### **3. Justice Court Bailiff Employees**

- a. Each newly hired employee immediately upon his/her hire, shall be given a uniform allowance of one thousand two hundred fifty dollars (\$1250.00).
- b. Any newly hired employee who first is employed between April 1 and June 30, inclusive, of any given year, and who receives a new hire uniform allowance as provided in section 1 herein, shall not be entitled to the standard allowance until the fiscal year commencing on July 1 of the calendar year next following the calendar year in which that employee is hired.
- c. Each employee shall be given a uniform allowance annually of nine hundred and eleven dollars (\$911.00).
- d. Uniform allowance shall be paid the first working day of July. Uniform allowance payments will be issued in a separate check (not as part of a payroll check)
- e. Uniforms shall be kept at a high standard and, if not, the officer can be sent home to ensure that it is prior to going on duty.
- f. When an employee is required, by reason of his/her specialized assignment, to wear or carry safety uniform components or equipment, that employee shall receive an additional sum of uniform allowance equal to the difference in cost between the standard required uniform components or equipment and the required safety uniform components or equipment.

#### **Bailiff Uniform Requirements:**

- 1. Three uniform pants
- 2. Three uniform shirts
- 3. Three crew neck tee-shirts
- 4. Two name tags
- 5. One duty badge (County issued)
- 6. One ball cap
- 7. One black pant belt, 1.5" wide (basket weave, plain leather or nylon)

8. One pair of black boots or shoes
  9. Black or brown socks if wearing shoes
  10. One windbreaker (optional)
  11. One Jacket Waist Length Or Mid-Thigh Length
  12. One black Ammo Pouch (basket weave, plain leather or nylon)
  13. Three Magazines (County Issued)
  14. One black handcuff case (basket weave, plain leather or nylon)
  15. One set of handcuffs
  16. One baton holder (basket weave, plain leather or nylon)
  17. One baton
  18. Four black belt keepers (basket weave, plain leather or nylon)
  19. Two Pens, Blue Ink
  20. Notepad
  21. One black OC (pepper spray) case (basket weave, plain leather or nylon)
  22. One can of OC (pepper spray) (County Issued)
  23. One flashlight
  24. One flashlight ring or case (basket weave, plain leather or nylon)
  25. One firearm (County Issued)
  26. One black holster (basket weave, plain leather or nylon) (County Issued)
  27. One black key holder (basket weave, plain leather or nylon)
  28. One soft body armor (County Issued)
4. County agrees to replace soft body armor prior to the expiration of the then currently assigned body armor.
  5. Department issued clothing or equipment which is lost or damaged through carelessness or negligence of an employee shall be replaced or repaired at the employee's expense. If the Department determines that clothing or equipment has been lost or damaged through the carelessness or negligence of an employee, that employee may appeal the Department's determination through the non-disciplinary grievance procedures.
  6. The County will compensate the Employee for any loss or damage to clothing/equipment, resulting from an event occurring in the line of duty and that requires an incident report or arrest report. Said employee will be compensated at a dollar value designed to replace like-for-like in terms of damaged articles, when approved by department head or designee and submitted to the County Commissioners on a claim form, with evidence of the value of the loss.
  7. The County agrees to reimburse employees for personal property items that are stolen, damaged, lost in a duty-related incident, or destroyed during an event occurring in the line of duty and that requires an incident report or arrest report. Said employee will be compensated at a dollar value designed to replace like-for-like in terms of damaged articles, when approved by such employee's department head or designee and submitted to the County Commissioners on a claim form, with evidence of the value of the loss.
    - a. Such reimbursement by the County shall be limited to items of personal property that are reasonably required in order for the employee to perform his/her duties,



including uniform items which are covered by the uniform allowance to include but not limited to weapons and related equipment, watches, eyeglasses/contacts, and cell phone.

- b. It shall be further limited to situations in which the employee was not responsible for the loss/damage of the item.
8. All County issued equipment, including uniform identification patches, shall remain the property of the County and shall be returned to the County upon demand or upon termination. Equipment not returned or unaccounted for shall be charged to the employee.
9. Uniforms/Clothing cleaning allowance: Employees shall bring their uniforms/"plain clothes" to the designated location for pick up, cleaning, and return. This service shall be provided by the County at no cost to the employee.
10. If the Department Head changes the uniform requirements to be effective any time other than July 1<sup>st</sup> of any given year, and such change necessitate the purchase of additional equipment or uniform articles, the County agrees to provide the initial piece of equipment or uniform article to each employee.
11. When an employee retires from Nye County and draws PERS without penalty, The County agrees to provide the employee with the badge that they had been utilizing during the term of their employment subject to the following provision. The employee shall provide written notice to the Department Head of their intent to retire and requesting their badge. The Department Head shall issue the badge to the retiring employee unless they have cause to be concerned about issuing the badge. In the event that the Department Head has cause to be concerned about issuing the badge they shall request an agenda item at the next available Board of County Commissioners meeting to reference the matter. The matter shall be presented to the Board of County Commissioners, and their vote as to whether the badge shall be issued or not shall be final and binding on both parties.

## ARTICLE 20 – Health & Welfare Benefits

1. Eligibility
  - a. Employees hired at a Step 2 or higher shall be eligible for health, vision, dental and life insurance benefits effective the first of the month following 30 days of employment.
  - b. Employees hired at a Step 1 shall be eligible for health, vision, dental and life insurance benefits effective the first of the month following 90 days of employment.
2. Health Insurance
  - a. The county will purchase for each employee, at no cost to the employee, coverage under the Saint Mary's Health Plan, (\$500 deductible), or such other options as is available under said group plan and chosen at the discretion of the employee. The County shall also provide, at no cost to the employee, dental coverage under the Ameritas group plan and vision coverage under the VSP group plan. *Coverage will be provided by plans indicated or equivalent with like or similar coverage.*

- b. The County agrees to pay on behalf of employees the following amounts per month towards the cost of health insurance for dependents if elected by the employee.
    - i. For coverage of a spouse/domestic partner only--\$143.75/month
    - ii. For coverage of a child or children only--\$108.75/month
    - iii. For coverage for a full family--\$152.50/month
  - c. An employee hired before December 1, 1998, who vests in the PERS system by or through his/her employment with the County, and who has worked not less than eight (8) consecutive years for the County since the employee's most recent date of hire, and who, when s/he leaves County employ collects PERS retirement, will have the same amount for his/her post-retirement health insurance premium paid by the County as the County pays for current employees, as that amount may from time to time change.
  - d. An employee hired on or after December 1, 1998, who vests in the PERS system by or through his/her employment with the County, and who has worked not less than twenty (20) consecutive years for the County since the employee's most recent date of hire, and who, when s/he leaves County employ collects PERS retirement, will have fifty percent (50%) of his/her individual post retirement health insurance premiums paid by the county.
  - e. An employee, who retires from Nye County, and who, when s/he leaves County employ collects PERS retirement with no penalty, will have 100% of his/her individual post-retirement health insurance premiums paid by the County so long as said employee continues to receive PERS retirement. This retiree will be eligible to obtain dependent insurance coverage through the then applicable county policy.
  - f. The parties acknowledge that the group plans currently in place may not offer the same plans at the time of renewal. In the event that the current plan becomes unavailable at renewal time, the parties agree to meet to select a replacement plan. The replacement plan shall provide as close to current benefits as is practical and available.
  - g. The County and the Association agree that this Article shall be subject to re-opening, upon call of either party, if the premium rate, at any strata, would result in a premium increase of twenty percent (20%) or greater for the next insurance year.
3. Any employee who is an active member of The United States Army Reserve, The United States Naval Reserve, The United States Marine Corps Reserve, The United States Coast Guard Reserve, The United States Air Force Reserve or The Nevada National Guard who is under orders to serve in a national or international deployment shall be afforded continuous coverage of benefits without break until such time as United States Military insurance coverage takes effect.
4. The County will purchase for each employee, at no cost to the employee life insurance, which in the event of the death of an employee while employed by the County, will provide a benefit of twenty-five thousand dollars (\$25,000). After two years of service with the

County the amount of the benefit provided for hereunder shall increase to fifty thousand dollars (\$50,000).

5. The County shall abide by the federal and state laws, rules, regulations, and codes that have an impact upon the members of this unit in the workplace.
6. 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.
7. The County shall immediately investigate all health and safety complaints and shall notify the complainant and the Association of the findings and actions to be taken within ten (10) days of the complaint being made.
8. The County shall include a position on the County's safety review panel for a member of the NCLEA board to be involved on all matters before the County's safety review panel. The assigned NCLEA board member when notified of a meeting shall notify their immediate supervisor of the meeting date(s) and the assigned board member shall be compensated for their duties pertaining to that assignment as part of their regular job function, at their regular rate of pay.
9. Except in cases of a declared state of emergency, any employee that works in excess of sixteen or more (16) hours in any twenty-four (24) hour period shall be entitled to a period of recuperation of not less than eight (8) hours before the employee may be required to report for work on a scheduled shift or called back to duty. This provision shall not apply to court ordered appearances. Such rest period shall be taken without loss of any pay and employee shall not be required to make up such time.
10. Physical conditioning bonus
  - a. Any employee that passes an annual physical conditioning test on the then current P.O.S.T. requirements for their current assignment shall be paid a bonus of three hundred dollars (\$300.00).
  - b. The Department will conduct a physical training test each calendar year. Employees shall be given a minimum of two weeks' notice of the test. The department head may schedule tests individually or by such unit designations as shall be determined by the Department Head.
  - c. The Department Head will ensure a testing opportunity is available for all employees.
  - d. There will be no reprisal or punitive action taken against an employee scoring less than the passing score on the test.
  - e. Tests will be administered at the location nearest the employee's duty station in Tonopah, Beatty or Pahrump.
  - f. In the event of inclement weather Employee's will be notified and the test will be re-scheduled.

## ARTICLE 21 – Training

Training courses that pertain to Law Enforcement will be made available to each employee to attend, if it can be arranged through scheduling and not reduce the effective operation of the station where s/he is stationed.

## ARTICLE 22 – Reduction in Force

### 1. Determination of Layoffs

- a. The County retains the right to determine the timing of layoffs, the number of employees to be laid off, the amount of time required to be laid off and in which seniority pool(s) layoffs will be affected as is consistent with the delineation of management rights set forth in Article 6 of this Agreement.
- b. The Department Head shall give written notice of the layoff, including the reason(s) for such action and the established length or duration of the layoff period, to the Association President and the affected employee(s) at least fourteen (14) calendar days prior to the effective date of the layoff.
- c. Prior to laying off any employee for any duration of time the County shall eliminate within each affected seniority pool all unfilled budgeted positions, casual, temporary employees, part-time employees and employees in a probationary status.
- d. Department heads shall prepare a seniority list for all employees within each seniority pool. Unless a layoff is imposed uniformly on each member of a seniority pool, the County shall lay off the employee(s) with the least amount of seniority within the affected seniority pool.

### 2. Bumping

Any employee who is laid off may elect to bump the employee with the least seniority, regardless of seniority pool, if the bumping employee has more seniority than the employee to be bumped, has previously worked in that job classification in that seniority pool, and is qualified to perform the functions in such seniority pool, immediately without training.

### 3. Recall

- a. If the County determines to fill a vacancy in a seniority pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff.
- b. The County will provide notice of recall in writing by certified mail, return receipt requested to the last known address of the employee on County records.
- c. The employee must, within (2) calendar days of delivery of the notice of recall notify the Department Head of his or her intent to return to work on the date specified for recall.
  - i. An employee forfeits any right for recall if the Department Head shall not receive notice of intent to accept the recall within seven (7) calendar days of an attempt to deliver the notice of recall.

- ii. An employee that refuses the recall or fails to report on the date specified for recall forfeits any right for recall.
- d. Employees are eligible for recall for a period of three (3) years from the date of termination of employment due to a layoff.
- e. Upon recall any accrued annual or sick leave hours for which the employee was not paid at the time of termination shall be reinstated. All years of service earned prior to the date of termination shall be considered service credit for all purposes to include, but not limited to, determination of seniority, leave accrual rates, longevity and eligibility for promotions or merit pay increases.
- f. Recalled employees shall not be required to serve any probationary or qualifying period.

## ARTICLE 23 – Hours of Work

1. The Department and the Association agree that the normal paid weekly working hours shall be forty (40) hours, inclusive of meals and breaks.
2. It is acknowledged that the Department Head has the full and unilateral right to set and/or change the hours of employment for Department employees, with twenty-one (21) calendar days' advance notice, within the constraints of any applicable labor laws and/or regulations.
3. In the event that the Department Head determines that an alternate working schedule, including, but not limited to, an eighty (80) hour bi-weekly or twenty-eight (28) day schedule, should be implemented, the Department Head or his/her designee shall negotiate with the Association regarding that alternate working schedule prior to its implementation.
4. **Meal break**
  - a. Employee working an eight (8) hour shift. During an employee's duty shift, s/he will be allowed a thirty (30) minute meal break and two (2) additional fifteen (15) minute breaks or any combination.
  - b. Employee working a shift between eight (8) and twelve (12) hours. During an employee's duty shift, s/he will be allowed a forty-five (45) minute meal break and three (3) additional fifteen (15) minute breaks, or any combination thereof.
  - c. Employees will not be called away from their rest or meal periods unless an emergency exists. In the event that an employee is called away from their meal period (during the first half of the meal period) due to an emergency, the employee shall be provided a second meal period.
  - d. Because employees assigned to a detention center do not regularly leave the detention facility for purposes of lunch breaks. The county shall provide the on-duty detention deputy with two meals as available from the detention facility kitchen.

## ARTICLE 24 – Seniority

### 1. Shift bids

- a. Shift bids will be based upon overall seniority within the employee's current department.
- b. Upon a promotion or voluntary transfer of an employee from one station to another, or into a different assignment within the department, the employee will lose their overall seniority for the purposes of shift bids only for a period of one year.
- c. In the case of a demotion or involuntary transfer, the employee's seniority status will not be affected.
- d. Shift bids shall take place twice annually (first week of May and first week of October). In the event the Department Head and the Association mutually agree, the parties may determine that an alternate bidding schedule be implemented for a specific purpose and time. The shift schedule shall be provided not less than fifteen days prior to the shift bid date. Once posted, there shall be no changes made to the schedule without consulting the association. (The provisions of this section do not apply to emergency situations)

### 2. Annual Leave

- a. Bidding for annual leave shall occur by seniority as specified below
- b. Between the January 1<sup>st</sup> and January 14<sup>th</sup> the Department shall post a calendar by job classification (ie. Deputy, Detention Deputy, Investigator/Detective, Sergeant, JPO etc).
  - i. Employees shall bid for annual leave for the year during that time period and put their bid on the calendar.
  - ii. Employees who have seniority and wish to bump a less senior employee's annual leave may do so.
  - iii. Within 10 days of January 14<sup>th</sup>, The Department Head or his designee shall post a completed annual leave calendar in a location for all employees to see.
- c. After January 14<sup>th</sup> annual leave shall be granted on a first come first serve basis.
- d. Employees cannot bid for more annual time than will be accrued at the time the employee's vacation starts.
- e. Once annual leave is approved the leave shall not be cancelled except in an emergency.

## ARTICLE 25 – Labor/Management Meetings

### 1. Meetings

- a. A standing labor/management committee made up of representatives of the Department and the Association shall meet at a mutually agreed upon time and place, but not less than quarterly. The meetings will be set by the President of the Association.
- b. The purposes of the meetings may be to:
  - i. Discuss the administration of this agreement
  - ii. Notify the association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association.
  - iii. Disseminate general information of interest to the parties
- c. To facilitate the adjustment of work schedules, the Association's representatives will notify their immediate supervisors of the dates and times of such meetings immediately upon receipt of the scheduled date.
- d. All items resolved by the parties at the meetings shall be distributed to the Association and Department members as appropriate and as discussed.

## ARTICLE 26 – Personnel Files

1. Each employee and the employee's representative shall during normal business hours have a right to access his or her own personnel file by appointment.
2. The contents of personnel records shall be made available to the employee for inspection and review at the time of his/her appointment. At an employee's request, he or she shall be provided one (1) copy of any and all documents posted in the employee's file.
3. Before any adverse comment or document can be put into an employee's personnel file, the employee must be made aware of the comment or document by having read the comment or document and initialed or signed the same.
  - a. The employee may file a written response that is specific to the adverse comment or document entered into his/her personnel file within 30 days after he or she is asked to initial or sign the comment or document.
  - b. If a written response is prepared by the employee, the Department must attach the employee's written response to the adverse comment or document.
4. Progressive discipline
  - a. Any record of sustained disciplinary action, in order to remain effective, must be placed in the employee's official personnel file at Human Resources and shall constitute the official record to be utilized in disciplinary proceedings.
  - b. Any discipline not previously provided to the Employee shall not be used as a basis for subsequent progressive discipline.

- c. Any discipline not previously placed in the employee's official personnel file at Human Resources shall not be used as a basis for subsequent progressive discipline.
  - d. Any discipline outside of the two (2) year time frame of purged documents, pursuant to this article, shall not be used as a basis for subsequent progressive discipline.
5. Purging
- a. All disciplinary matters shall be removed from the personnel file upon request of the employee if two (2) years have passed without any further similar discipline.
  - b. Purged documents may be retained by the Department pursuant to any applicable statutory document retention schedules; however, such documents shall not be used by the Department for disciplinary purposes in the future.
6. An employee's personnel file shall not be made available to any persons or organizations other than the Department and the employee without the employee's expressed authorization, unless pursuant to a court order or other statutory requirements.
7. Only one official personnel file shall be maintained on a bargaining unit member.

## ARTICLE 27 – Performance Evaluations

1. Formal performance evaluations on each Employee shall be completed a minimum of once a year prior to the Employee's anniversary date.
2. Performance evaluations shall be in writing.
3. Once the evaluation is completed, it will be examined by the reviewer.
4. Once finalized the evaluation will be signed by the rater and reviewer, then presented to the employee for signature.
5. The employee shall indicate agreement or disagreement with the evaluation and shall sign the evaluation which indicates that the employee has read the contents of the evaluation.
6. Employees may attach a rebuttal within 30 calendar days of receipt of the evaluation. The rebuttal may only contain information specific to issues addressed in the evaluation.
7. No comments are to be added after the employee has signed the report.
8. If an employee disagrees with his/her evaluation, he/she may request, in writing, a meeting with the reviewer.
9. If an evaluation is not completed by the Department it will be deemed conclusive of a satisfactory rating in the employee's favor.
10. Once completed all performance evaluations shall be submitted to Human Resources to be placed in the employee's official personnel file.

## ARTICLE 28 – General Provisions

1. The county agrees to pay any increase in the percentage of contributions required by PERS, in lieu of any increase in salary.



2. This Agreement is the entire agreement of the parties and those areas specifically delineated, terminating all prior arrangements and practices and concluding all negotiations during the term of the Agreement, except as provided by virtue of existing policies and procedures. The County or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.
3. Should any provision of the Agreement be found in contravention of a federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.
4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
5. Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.
6. This Agreement is the entire agreement of the parties and those areas specifically delineated, terminating all prior arrangements and practices and concluding all negotiations during the term of the Agreement, except as provided by virtue of existing policies and procedures. The County or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.
7. Should any provision of the Agreement be found in contravention of a federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

## ARTICLE 29 – Terms of Agreement

1. Except as otherwise provided herein, this Agreement and each of its provisions shall become effective upon approval and signing by both parties, and shall run in full force and effect until June 30, 2014, at 2400 hours.
2. If the term of this agreement expires, and a new collective bargaining agreement has not been signed by June 30, 2014 the Agreement shall continue in full force until such time as a new agreement is ratified.
3. Both parties agree to meet in good faith beginning February of 2014 until such time as a new agreement is ratified.
4. Any employee covered by the terms of this Agreement at any time, whether currently employed by Nye County or not at the time of signing, is entitled to all applicable benefits currently within the Agreement, to include, but not limited to back pay.

**IN WITNESS WHEREOF**, the County and the Association have caused these presents to be duly executed by their authorized representatives, effective this 9th day of July, 2012.

Nye County, State of Nevada  
Board of Commissioners

Nye County Law Enforcement  
Association

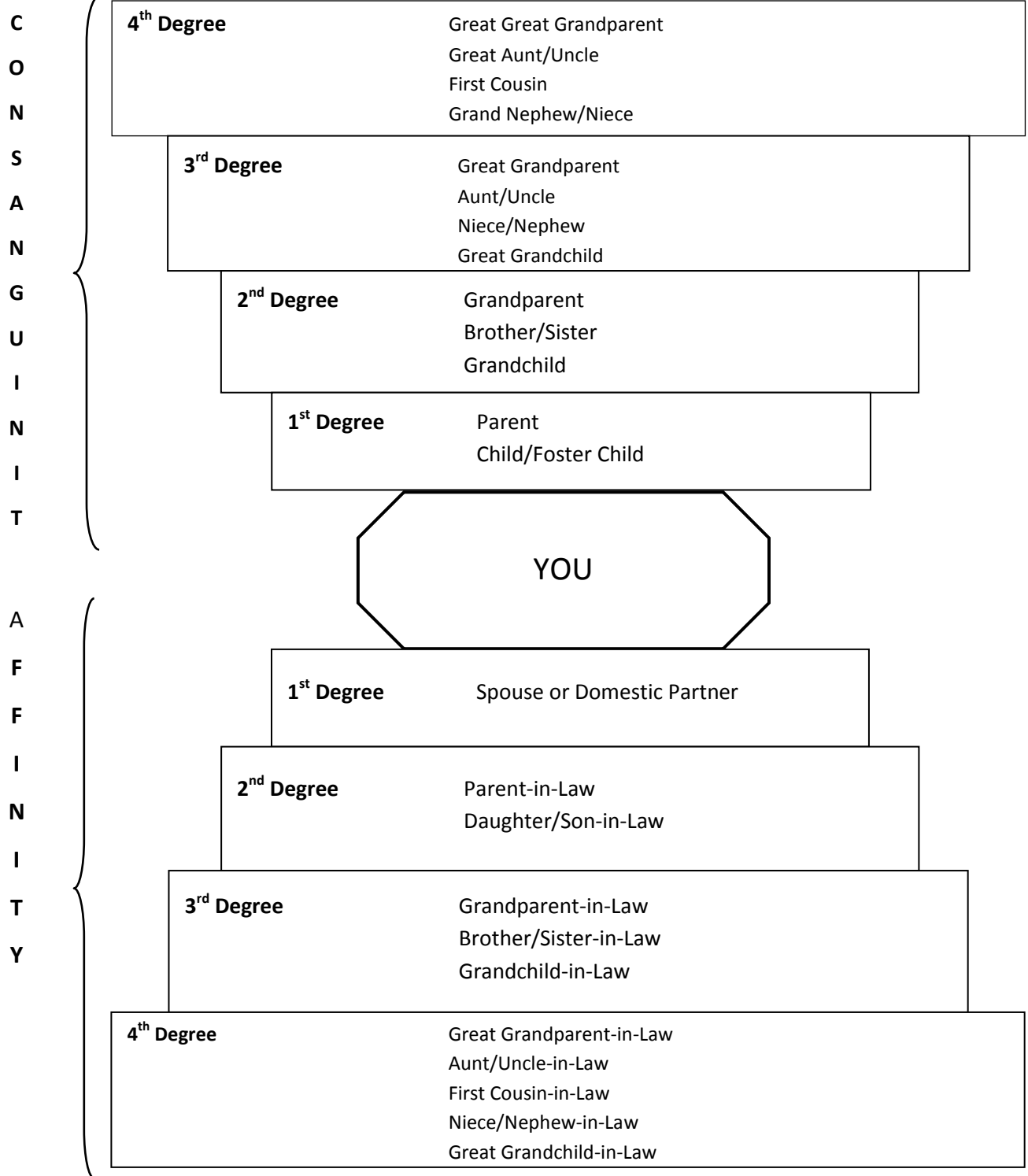
\_\_\_\_\_  
By: Lorinda Wichman, Chairman

\_\_\_\_\_  
By: David Boruchowitz, President

ATTEST:

\_\_\_\_\_  
Sandra Merlino, Nye County Clerk  
and Ex-Officio Clerk of the Board

**Addendum A – Consanguinity / Affinity Chart**



**Note:** Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships. In-Law relationships of a domestic partnership shall be considered to be the same as blood relationship.

**Addendum B – Grade / Classifications**

**Classification**

Deputy Sheriff  
Sheriff Investigator  
Sergeant  
Justice Court Bailiffs  
DA Investigator

## Addendum C – Discipline Matrix

### 1. DISCIPLINARY MATRIX

- a. This Disciplinary Matrix is designed to ensure that similar violations receive similar penalties. Although the matrix does not include all possible charges which may arise out of a violation of rules, regulations, policies, orders or law, it provides a representative sampling.
- b. Command and supervisory personnel will use the matrix in conjunction with mitigating and/or aggravating factors which may suggest a greater or lesser level of discipline. Some of these factors might include but are not limited to:
  - i. The nature of the incident associated with the disciplinary action; and/or
  - ii. Any associated injury severity; and/or
  - iii. The level or degree of any associated damages; and/or
  - iv. The involved employee's intent or lack thereof with reference to the incident which required the need for discipline; and/or
  - v. Any previous record of performance as it might relate to the incident which required the need for discipline; and/or
  - vi. The existence of any mitigating and/or aggravating factors.

### 2. DISCIPLINE CATEGORIES

- a. The Disciplinary Matrix separates discipline recommendations into five groups labeled A through E with A as the lowest level of discipline and E as the highest. In using this matrix, the suggested category for a given violation should be the maximum punishment in assessing discipline. Mitigating factors explained in the previous section should then be considered. These factors may cause the recommendation to go down one or more categories. Finally, any previous same or similar violation should cause discipline to move up one or more categories appropriately.

### 3. LEVELS OF DISCIPLINE FOR VARIOUS CATEGORIES

- a. Category "A" Violations: These are minor rules violations which will normally require an oral counseling. The same or similar violation within a 12-month period elevates the violation to a Category "B".
- b. Category "B" Violations: These are minor misconduct violations which will normally justify summary punishment starting with an oral counseling or written reprimand up to the loss of leave or suspension of ten. The same or similar violation with a 12-month period elevates the violation to a Category "C".
- c. Category "C" Violations: These are misconduct violations which normally justify summary punishment limited to the loss of leave or suspension of up to twenty

hours. The same or similar violation within a 24-month period elevates the violation to a Category "D".

- d. Category "D" Violations: These are serious misconduct violations which normally justify loss of leave or suspension of up to thirty hours. The same or similar violation within a 24-month period elevates the violation to a Category "E".
- e. Category "E" Violations: These are serious misconduct violations which justify loss of leave or suspension of forty hours or more, demotion or termination of employment.

#### 4. EVALUATING DISCIPLINARY SEVERITY

- a. Prior to recommending and/or imposing any final disciplinary action, the following facts and circumstances shall be evaluated by the individual proposing discipline:
  - i. The severity of the particular disciplinary action in relation to the nature of the acts of the employee constituting the grounds for disciplinary action;
  - ii. Any extenuating circumstances concerning an employee which may mitigate the particular disciplinary action considered;
  - iii. The employee's past record of conduct or performance; and
  - iv. The consistency and uniformity of the particular disciplinary action considered in relation to the general disciplinary actions applied to other employees within the Department under facts and circumstances which are substantially the same or similar as the instant case.
- b. In this regard the Department Head should attempt to follow the guidelines of this section relating to the various categories of offenses, and will review discipline currently rendered in similar cases. The guidelines within this section are just that and may be deviated from, dependent upon the above listed factors.
- c. It shall be the responsibility of the Department Head to see that discipline administered to an employee is fair and equitable when compared to similar cases throughout the Department. Likewise, discipline must be measured against the employee's past performance and discipline history to ensure discipline fits not only the instant offense, but is progressively increased if performance is not improved, and/or similar offenses continue to occur after having been previously addressed.

ALLEGATION	CATEGORY				
	A	B	C	D	E
<b>ATTITUDE</b>					
Display of unprofessional conduct toward public	X				
Gross display of unprofessional conduct toward public		X			
Unbecoming Conduct			X		
Employee courtesy	X				
Aggravated employee courtesy		X			
<b>CRIMINAL/TRAFFIC LAW VIOLATIONS</b>					
Criminal conduct classified as a felony or a crime of violence or dishonesty					X
Criminal conduct classified as something less than a felony			X		
Traffic violation (excluding reckless / aggressive driving)	X				
DUI			X		
<b>MISREPRESENTING FACTS</b>					
Dishonesty in performance of duty					X
Intentional misrepresentation of facts				X	
Intentional filing of false reports/records					X
<b>EVIDENCE AND FOUND PROPERTY VIOLATIONS</b>					
Failure to properly store/release Evidence		X			
Failure to secure found property with a value under \$500	X				
Failure to secure found property with a value over \$500		X			
Failure to properly store/release found property	X				
<b>VIOLATIONS RELATING TO INVESTIGATIONS</b>					
Failure to submit accurate documents/reports		X			
Dissemination of information to unauthorized people			X		
Unauthorized dissemination of information from NCIC/NCJIS/DMV/SCOPE					X
<b>HARASSMENT AND DISCRIMINATION</b>					
Discrimination, Harassment & Sexual Harassment			X		
<b>FIREARMS AND WEAPONS VIOLATIONS</b>					
Intentional discharge of firearm contrary to agency policy					X
Carrying unapproved firearm			X		
Carrying unauthorized weapons/equipment			X		
<b>VEHICLES AND PROPERTY</b>					
Unintentional damaging of agency equipment	X				
Carelessness and negligence in the handling or control of county property		X			
<b>EXCESSIVE FORCE AND BRUTALITY</b>					
Excessive force-force that is used when not required in light of the circumstances	X				
Willful misuse of force				X	
Unauthorized use of deadly force					X
<b>NEGLECT OF DUTY</b>					
Incompetence or inefficiency in performance of duties – Defined as an ongoing or continuous behavior demonstrating an employee’s lack of physical or intellectual ability, skill or qualifications to perform their job functions.		X			
Failure to take necessary police action		X			

Failure to take necessary police action resulting in serious injury or death					X
Lateness to duty assignment	X				
Failure to appear for court		X			
Sleeping on duty		X			
Submitting late reports	X				
A.W.O.L. violations					X
Willful misconduct or insubordination					X
Failure to obey a lawful order		X			
<b>PRISONER RELATED VIOLATIONS</b>					
Failing to search prisoner incident to arrest			X		
Failing to utilize prisoner restraining device			X		
Failing to arrange medication treatment for a prisoner				X	
<b>SECONDARY EMPLOYMENT VIOLATIONS</b>					
Engaged in secondary employment without authorization		X			
<b>MISCELLANEOUS</b>					
Any conduct or performance issues not listed in this matrix	X	X			
Violation of agency ride along program	X				
Using official position for personal/financial gain					X
Unauthorized consuming of alcoholic beverages on duty					X
Associating with persons of questionable character		X			
Illegal use of controlled dangerous substances					X
Failure to report use of prescription medication		X			



### Addendum D – Pay Scale

*POST Incentive Pay ~ Basic Certificate 1 step increase - Intermediate 2% pay increase - Advanced 2% pay increase - Managerial 2% pay increase (Sergeant's only)*

GRADE/STEP		1	2	3	4	5	6	7	8	9	10
DEPUTY	G1	18.06	18.78	19.53	20.32	21.13	21.97	22.85	23.77	24.72	25.71
Intermediate POST	G2	18.42	19.16	19.92	20.72	21.55	22.41	23.31	24.24	25.21	26.22
Advanced POST	G3	18.79	19.54	20.32	21.14	21.98	22.86	23.77	24.73	25.71	26.74
SERGEANT	K1	21.12	21.96	22.84	23.76	24.71	25.70	26.72	27.79	28.90	30.06
Intermediate POST	K2	21.54	22.40	23.30	24.23	25.20	26.21	27.26	28.35	29.48	30.66
Advanced POST	K3	21.97	22.85	23.77	24.72	25.71	26.73	27.80	28.92	30.07	31.27
Managerial POST	K4	22.41	23.31	24.24	25.21	26.22	27.27	28.36	29.49	30.67	31.90
D.A. INVESTIGATOR	R	28.01	29.13	30.30	31.51	32.77	34.08	35.44	36.86	38.33	39.87
Intermediate POST	R2	28.57	29.71	30.90	32.14	33.42	34.76	36.15	37.60	39.10	40.66
Advanced POST	R3	29.14	30.31	31.52	32.78	34.09	35.46	36.87	38.35	39.88	41.48

For Sworn Personnel with Eligible Associate's Degree (2% increase from base pay)

GRADE/STEP		1	2	3	4	5	6	7	8	9	10
DEPUTY	G1A	18.42	19.16	19.92	20.72	21.55	22.41	23.31	24.24	25.21	26.22
Intermediate POST	G2A	18.79	19.54	20.32	21.14	21.98	22.86	23.77	24.73	25.71	26.74
Advanced POST	G3A	19.17	19.93	20.73	21.56	22.42	23.32	24.25	25.22	26.23	27.28
SERGEANT	K1A	21.54	22.40	23.30	24.23	25.20	26.21	27.25	28.35	29.48	30.66
Intermediate POST	K2A	21.97	22.85	23.76	24.71	25.70	26.73	27.80	28.91	30.07	31.27
Advanced POST	K3A	22.41	23.31	24.24	25.21	26.22	27.27	28.36	29.49	30.67	31.90
Managerial POST	K4A	22.86	23.77	24.72	25.71	26.74	27.81	28.92	30.08	31.28	32.53
D.A. INVESTIGATOR	R1A	28.57	29.71	30.90	32.14	33.42	34.76	36.15	37.60	39.10	40.66
Intermediate POST	R2A	29.14	30.31	31.52	32.78	34.09	35.45	36.87	38.35	39.88	41.48
Advanced POST	R3A	29.72	30.91	32.15	33.44	34.77	36.16	37.61	39.12	40.68	42.31

For Sworn Personnel with Eligible Bachelor's Degree (4% increase from base pay)

GRADE/STEP		1	2	3	4	5	6	7	8	9	10
DEPUTY	G1B	18.78	19.53	20.32	21.13	21.97	22.85	23.77	24.72	25.71	26.73
Intermediate POST	G2B	19.16	19.92	20.72	21.55	22.41	23.31	24.24	25.21	26.22	27.27
Advanced POST	G3B	19.54	20.32	21.14	21.98	22.86	23.77	24.73	25.71	26.74	27.81
SERGEANT	K1B	21.96	22.84	23.76	24.71	25.70	26.72	27.79	28.90	30.06	31.26
Intermediate POST	K2B	22.40	23.30	24.23	25.20	26.21	27.26	28.35	29.48	30.66	31.89
Advanced POST	K3B	22.85	23.77	24.72	25.71	26.73	27.80	28.92	30.07	31.27	32.53
Managerial POST	K4B	23.31	24.24	25.21	26.22	27.27	28.36	29.49	30.67	31.90	33.18

**NOTE: USE THE PAY SCALES BELOW FOR THE FOLLOWING SPECIALIZED DUTY ASSIGNMENTS ONLY**

*Post-Certified Instructor • Certified Range Master • Post-Certified Field Training Officer (FTO) • Post-Certified FTO Coordinator Motorcycle Officer • Reserve Coordinator Detective/Investigator • Detective/Investigator Sergeant • School Resource Officer • Street Crimes Unit •SWAT*

*Specialized Duty Incentive Pay ~ additional 4% applied to deputy's hourly rate of pay*

*\*Full-time assignments*

		1	2	3	4	5	6	7	8	9	10
<b>DEPUTY</b>	<b>G1S</b>	18.78	19.53	20.32	21.13	21.97	22.85	23.77	24.72	25.71	26.73
Intermediate POST	<b>G2S</b>	19.16	19.92	20.72	21.55	22.41	23.31	24.24	25.21	26.22	27.27
Advanced POST	<b>G3S</b>	19.54	20.32	21.14	21.98	22.86	23.77	24.73	25.71	26.74	27.81
<b>SERGEANT</b>	<b>K1S</b>	21.96	22.84	23.76	24.71	25.70	26.72	27.79	28.90	30.06	31.26
Intermediate POST	<b>K2S</b>	22.40	23.30	24.23	25.20	26.21	27.26	28.35	29.48	30.66	31.89
Advanced POST	<b>K3S</b>	22.85	23.77	24.72	25.71	26.73	27.80	28.92	30.07	31.27	32.53
Managerial POST	<b>K4S</b>	23.31	24.24	25.21	26.22	27.27	28.36	29.49	30.67	31.90	33.18

For Sworn Personnel with Eligible Associate's Degree

GRADE/STEP		1	2	3	4	5	6	7	8	9	10
<b>DEPUTY</b>	<b>G1SA</b>	19.16	19.92	20.72	21.55	22.41	23.31	24.24	25.21	26.22	27.27
Intermediate POST	<b>G2SA</b>	19.54	20.32	21.14	21.98	22.86	23.77	24.73	25.71	26.74	27.81
Advanced POST	<b>G3SA</b>	19.93	20.73	21.56	22.42	23.32	24.25	25.22	26.23	27.28	28.37
<b>SERGEANT</b>	<b>K1SA</b>	22.40	23.30	24.23	25.20	26.21	27.26	28.35	29.48	30.66	31.89
Intermediate POST	<b>K2SA</b>	22.85	23.77	24.72	25.71	26.73	27.80	28.92	30.07	31.27	32.53
Advanced POST	<b>K3SA</b>	23.31	24.24	25.21	26.22	27.27	28.36	29.49	30.67	31.90	33.18
Managerial POST	<b>K4SA</b>	23.78	24.73	25.72	26.74	27.81	28.93	30.08	31.29	32.54	33.84

For Sworn Personnel with Eligible Bachelor's Degree

GRADE/STEP		1	2	3	4	5	6	7	8	9	10
<b>DEPUTY</b>	<b>G1SB</b>	19.53	20.32	21.13	21.97	22.85	23.77	24.72	25.71	26.73	27.80
Intermediate POST	<b>G2SB</b>	19.92	20.72	21.55	22.41	23.31	24.24	25.21	26.22	27.27	28.36
Advanced POST	<b>G3SB</b>	20.32	21.14	21.98	22.86	23.77	24.73	25.71	26.74	27.81	28.93
<b>SERGEANT</b>	<b>K1SB</b>	22.84	23.76	24.71	25.70	26.72	27.79	28.90	30.06	31.26	32.51
Intermediate POST	<b>K2SB</b>	23.30	24.23	25.20	26.21	27.26	28.35	29.48	30.66	31.89	33.16
Advanced POST	<b>K3SB</b>	23.77	24.72	25.71	26.73	27.80	28.92	30.07	31.27	32.53	33.83
Managerial POST	<b>K4SB</b>	24.24	25.21	26.22	27.27	28.36	29.49	30.67	31.90	33.18	34.50
GRADE/STEP		1	2	3	4	5	6	7	8	9	10
<b>Bailiff</b>	<b>G-1</b>	15.94	16.58	17.24	17.93	18.65	19.39	20.17	20.98	21.81	22.69