

Nye County Law Enforcement Management Agreement

NCLEMA Agreement

July 1, 2012 – June 30, 2014



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Article 1 – Preamble

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

WHEREAS, both Nye 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 Contract as an instrument and means of maintaining the existing harmonious relationship between Nye County and its employees, with the intention and desire to foster and promote sound, stable, and peaceful labor relations between Nye County and its employees; and

WHEREAS, the parties recognize that this Contract is not intended to modify any of the discretionary authority vested in Nye County by the statutes of the State of Nevada, except as expressly modified by the provisions of this Contract; 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 Contract.

NOW, THEREFORE, the parties do agree as follows:

Article 2 – Recognition

1. The County hereby recognizes the Association as the sole and exclusive collective bargaining representative of those County employees with Peace Officer status as assigned to the classifications listed below. These employees are eligible to be represented by the Association except as limited by Section 2 of this Article.

Bargaining Unit:

Assistant Sheriff
Administrative Captain
Captain
Lieutenant
Chief Investigator

2. 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.
3. A probationary employee is defined as a person who has been employed by the County for a period of less than one year or promoted to his/her current position for a period of less than one year. Article 22 and Article 23 shall not apply to the discipline or termination of a probationary employee.

Article 3 - Scope of Contract

Deleted by agreement of the parties.

Article 4 - Management Rights

1. Except as expressly limited by NRS Chapters 288 and 289, the County retains all rights provided within NRS 288 and all powers not explicitly limited by this Contract; such rights include but are not limited to the following:
 - a. To determine the nature and extent of services to be provided, as well as the right to determine and implement its public function and responsibility, including the kind and location of facilities.
 - b. To manage all facilities and operations of the County, including the methods, means, and personnel by which the County's operations are to be conducted.
 - c. To schedule working hours and assign work.
 - d. To establish, modify, and change work schedules.
 - e. To direct the work force, including the right to hire, assign, promote, demote, or transfer any employee, but excluding the right to assign or transfer an employee as a form of discipline.
 - f. To determine the location of all work assignments and facilities.
 - g. To determine the layout and the machinery, equipment, or material to be used.
 - h. To determine processes, techniques, methods, and means of all operations, including changes, allocation, or adjustment of any machinery or equipment, subject to issues of safety.
 - i. To determine size and composition of the work force.
 - j. To determine policy and procedures affecting the selection or training of employees.
 - k. To establish, assess, modify, and implement employee performance standards including, but not limited to, quality and quantity standards, the assessment of employee performances, and the procedures for said assessment, subject to the Americans with Disabilities Act and issues of safety.
 - l. To control and determine use and location of County employees, property, material, machinery, or equipment.
 - m. To schedule the operation of and to determine the number and duration of shifts.
 - n. To determine and enforce safety, health, and property protection measures and require adherence thereto.

- o. To transfer work from one job site to another, or from one location or Department to another.
 - p. To introduce new, improved, or different methods of operations, or to change existing methods.
 - q. To lay off employees from duty for lack of work or lack of funds, subject to NRS 288.150(2)(v).
 - r. To reprimand, suspend, discharge, or otherwise discipline employees for cause, subject to the Discipline Article herein.
 - s. To establish, modify, determine, or eliminate job classifications and job descriptions, and to allocate job positions to such classifications, subject to NRS 288.170.
 - t. The County has an obligation to promulgate, modify, and uniformly and consistently enforce work rules, safety rules, and regulations.
 - u. To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interests of the public it serves.
 - v. To contract or subcontract supplies, facilities, construction, services, maintenance, distribution, or any other work with outside entities, subject to the County's obligations to negotiate, pursuant to NRS 288.150(2).
 - w. To maintain order and efficiency.
 - x. All rights and obligations herein are subject to the mandatory requirement to negotiation provided by NRS 288.150 and this Contract, including all applicable issues of employee safety.
- 2. Notwithstanding the provisions of this Contract, the County is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency, such as riot, military action, natural disaster, or civil disorder. Such action may include the suspension of this Contract for the duration of the emergency. Any action taken under the provisions of this subsection must not be construed as failure to negotiate in good faith.
 - 3. The County shall have the ultimate right and responsibility to manage its operations in the most efficient manner consistent with the best interests of all of its citizens, taxpayers, and employees.

Article 5 - No Strikes/Lockouts

- 1. The Association agrees that there shall be no strikes under any circumstances. Employees shall continue to furnish efficient services within all areas of assigned responsibilities.

2. For the purpose of this Contract, the meaning of the word “strike” shall include but not be limited to: any concerted stoppage of work, slowdown, interruption of any operation by employees, absence from work upon any pretext or excuse such as an illness which is not founded in fact, or interruption of the operation of the County by the Association and/or its members.
3. The County agrees that it will not engage in a lockout of employees covered under the provisions of this Contract.

Article 6 - Non-Discrimination

1. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Contract because of membership and/or legitimate activity as required in this Contract on behalf of the members of this 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 Contract 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, sexual orientation, political affiliation, or membership in the bargaining unit.

Article 7 - Job Classification and Salary Schedules

1. Each employee covered by the terms of this Contract shall be classified as to job title and paid in accordance with the written job classification and grade and step salary schedule.
2. The method of classification shall remain in full force and effect until changed by mutual agreement through negotiations by the parties to this Contract.

Article 8 – Wages

Effective July 1, 2012 wages will be paid in accordance with Addendum B of this agreement.

Article 9 - Longevity

1. For the term of this Contract, longevity shall be calculated as follows:
 - a. An employee whose employment with the County began prior to July 1, 1992, and who has completed four (4) years of continuous creditable employment with the County 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. An employee whose employment with the County began on or after July 1, 1992, but before December 1, 1998, and who has completed four (4) years of

continuous creditable employment with the County 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. An employee whose employment with the County began on or after December 1, 1998, shall not be eligible to receive longevity pay.
2. The term “continuous creditable employment” is defined as an unbroken period of regular or probationary full-time employment with the County.
3. For purposes of determining whether an employee’s creditable employment by the County is “unbroken,” the following circumstances shall not be considered as breaks in the qualifying service:
 - a. Authorized educational leave.
 - b. Time during which an employee is receiving time loss compensation for an on-the-job injury which is being covered under workers’ compensation benefits.
 - c. Qualified and approved sick or family leave.
 - d. Leave of absence for military duty when the employee 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, and is called to serve under orders for a period of not more than fifteen (15) working days in any one (1) calendar year.
 - e. Any period of military leave for which the employee is absent due to involuntary induction into the Armed Forces of the United States or the State of Nevada, or involuntary call-up to service in the Armed Forces of the United States or the State of Nevada during a period of war or national emergency.
 - f. Qualified and approved unpaid leave.
 - g. Disciplinary suspensions for a period not to exceed thirty (30) days. Discipline suspensions of more than thirty (30) days shall not constitute a break in service; however, the employee’s longevity shall be reduced by the total length of suspension.
4. Except for those circumstances delineated in subsection 3 above, any break in qualifying service shall result in a new “hire date” for the purpose of determining whether the provisions of subsection 1 (a) above apply to that employee.
5. 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 subsections 3 (a) through (e), inclusive, shall be counted as creditable employment; however, the time the employee is absent from duty due to unpaid leave or disciplinary suspension as provided in subsections 3 (f) and (g), inclusive, shall not be counted as accrued creditable employment.

6. Payment of longevity shall be paid on a regular bi-weekly pay period.
7. Employees receiving longevity pay whose employment with the County began prior to or after July 1, 1992 but before December 1, 1998, shall not receive any increase in the amount of longevity pay during the period July 1, 2011, through June 30, 2012. Any employee who will for the first time become entitled to longevity pay during the period of this agreement shall not receive longevity pay during the pendency of this agreement. Effective July 1, 2012, employees shall receive longevity pay each month in the amount to which they would have been eligible but for the application of this paragraph.

Article 10 - Retiree Health Benefits

1. 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) continuous years for the County, and who, when s/he leaves County employ collects PERS retirement, will have the same percentage of his/her post-retirement health insurance premium paid by the County as the County pays for its employees, as that percentage may from time to time change.
2. 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) continuous years for the County, and who, when s/he leaves County employ collects PERS retirement, will have fifty percent (50%) of his/her post-retirement health insurance premium paid by the County.
3. If an employee terminates Sheriff's Office employment and later returns to such employment, only the most recent date of hire or re-employment shall be considered in determining eligibility for benefits under the provisions of this Article. If an employee transfers between the two offices without terminating County employment, the most recent date of hire to the office initially hiring the employee shall be considered in determining eligibility for benefits under the provisions of this Article.

Article 11 - Uniform Allowance

1. When the County requires an employee to wear or maintain a uniform, the County shall provide to each said employee a uniform allowance in the amount of nine hundred eleven dollars (\$911.00) per fiscal year for the fiscal years covered by this agreement. The uniform allowance shall be paid in a separate check (not as part of a payroll check). Provided that the County shall receive a credit for any amounts paid prior to ratification of this Agreement to employees for uniform allowance during the fiscal years ending 6/30/09 and 6/30/10.
2. For purposes of this section, the term "uniform" means a complete set of distinctive clothing intended to identify the wearer as a peace officer, and the term shall not be construed to provide for the payment of a uniform allowance when the employee may or does carry a weapon or badge but is not otherwise required to maintain a uniform.

3. Sheriff's Department-issued clothing or equipment which is lost or damaged through carelessness or negligence of the 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 procedure.
4. For those employees required to wear a uniform, the County will compensate said employee for any loss or damage to said uniform resulting from an event occurring in the line of duty 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 supervisor and submitted to the Nye County Board of Commissioners on a standard claim form with evidence of the value of the loss.
5. All Sheriff's Department-issued equipment, clothing, and insignia, shall remain the property of the County and shall be returned to the County upon demand or upon termination.
6. Employees shall bring their uniforms to the designated location for pick-up, cleaning, and return. This service shall be provided by the County at no cost to the employee.

Article 12 - Sick Leave

1. All employees in the bargaining unit shall accumulate sick leave credit at the rate of ten (10) hours per month.
2. Employees shall receive their current hourly rate of pay for each hour of sick leave used.
3. Unused sick leave shall be carried over and be added to the next year's accumulation. Sick leave accrual, ***for purposes of actual use***, shall be unlimited.
4. An employee who has completed at least five (5) years creditable longevity service shall be compensated for a percentage of his/her accrued sick and disability leave upon separation from service due to resignation, retirement, disability, or death. If the separation is due to 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 accrued sick and disability leave, up to a maximum of 1,000 hours, multiplied by the appropriate percentage of accrued sick and disability leave which is eligible for compensation (see table below), multiplied by the employee's hourly salary at the time of separation from service.

Completed Years Of Creditable Longevity Service	Percentage Of Accrued Sick Leave Eligible For Compensation
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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 OR MORE	75%

5. If an employee uses forty (40) hours or less of sick leave in a 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 pay day in January following the end of the calendar year.
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, the employee shall advise as to the length of the sickness or injury.
7. An employee may use sick leave to provide personal medical care for a family member who is sick. Family shall be defined as a spouse, child, father, mother, father-in-law, mother-in-law, foster child, stepchild, brother, sister, or grandparent. "Personal medical care" is defined as the actual provision of medical care by the employee to the eligible family member or the accompanying of that family member to a medical care provider. Sick leave shall not be used to visit sick family members or for any other non-medical purposes. Such leave is limited to a maximum of five (5) days per year unless otherwise authorized by the Sheriff or his/her designee.
8. An employee may use sick leave to attend the funeral of a family member who is within the third degree of consanguinity or affinity. Sick leave in such cases may be granted up to a maximum of five (5) work days per each occurrence. ***See Consanguinity / Affinity Chart attached as Addendum C.***
9. Pursuant to the provisions of Public Law 103.3, effective August 5, 1993, unpaid family and medical leaves are defined and will be granted as follows:
 - a. Family leave is a period of unpaid leave up to twelve (12) weeks during any 12-month period granted for the birth of, adoption of, assuming foster care of, or in

some other legal fashion becoming a guardian of a child generally under the age of eighteen (18) years.

- b. Medical leave is a period of unpaid leave up to twelve (12) work weeks during any 12-month period required to medically care for a spouse, son, daughter, parent, or oneself.
- c. The total entitlement under the act of both family and medical leave is twelve (12) weeks during a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
 - i. Family and medical leave provisions apply equally to all employees who have been employed for at least twelve (12) months and who have been in a paid status for at least 1,250 hours during the past twelve (12) months. Generally, both family and medical leaves require thirty (30) days advance notice to the employee's Department Head if the leave is foreseeable.
 - ii. An intermittent or reduced schedule leave may be used under the law when medically necessary, as certified by a licensed physician. An intermittent or reduced schedule leave may be permitted under some circumstances in the case of family leave, but only with prior approval by the employee's Department Head. Intermittent leave reduces the twelve (12) week entitlement only by the actual time used.
 - iii. The Department Head will require the employee to use appropriate accrued paid leave before granting unpaid leave. An employee who has used all accrued paid leave and is still within the twelve (12) week period allowed by law, but in a leave without pay status, will have his/her health care benefits continued and paid for through the rest of the twelve (12) week period. S/he may elect to continue coverage at his/her own expense if leave is approved beyond that period, as is permitted under the maternity/paternity provisions of this Contract.
 - iv. Periods of unpaid leave will not count for purposes of seniority or any other rights or entitlement earned through employment, except as may be provided elsewhere in this Contract.
 - v. Husbands and wives who are both employed by the County are generally entitled to an aggregate of twelve (12) weeks under the provisions of this law, not two (2) separate twelve (12) week periods. Personal illness is an exception to this provision.

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

10. Job-related injuries:

- a. "Job-related injuries" are injuries, which occur while the employee is performing a duty following Department Standard Operating Procedures, which subjects the employee to a hazard, which is unique to law enforcement.

- b. In the event an employee is absent due to a job-related injury (as *job-related* is defined above) which has been approved by the PACT for a period not to exceed one hundred (100) calendar days, the employee may receive compensation as determined by the PACT, plus that amount from the County which would cause the total amount received by the employee from both the PACT and the County to equal his/her salary at the time of his/her injury. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave, or state retirement benefits. The Nye County Board of Commissioners may authorize extensions of the one hundred (100) calendar day full compensation provisions in cases of medical need.
 - c. The employee shall return to the County Treasurer all temporary total disability payments made by the PACT covering the period delineated in subsection 10(b) above. No supplemental benefit provided for in subsection 10(b) shall be given until after the employee has deposited his/her lost time benefit check with the County Treasurer. Upon expiration of the one hundred (100) calendar days and any authorized extensions subsequent to the on-the-job injury, if the employee still is unable to work, s/he may elect to utilize sick leave.
 - d. When accrued sick leave has expired and if because of injury the employee still is unable to work, s/he will be permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, the employee shall receive compensation checks directly from the PACT and s/he will be considered on a leave of absence without pay from the County.
11. Requests for benefits under subsection 10 of this Article are subject to the following requirements:
- a. The injured employee must, within three (3) working days, notify the Sheriff or his/her designee, in writing, of the job-related injury and request benefits pursuant to subsection 10 above.
 - b. The Sheriff or his/her designee must, within five (5) working days after receipt of an employee's application for job-related injury benefits under subsection 10 above, determine whether or not the applicant is entitled to the requested benefits and notify the applicant/employee and the County Manager, in writing, of said determination.
 - c. The applicant or the County has five (5) working days to appeal the determination required in subsection 11(b) above, in writing, to the County Manager.
 - d. If the County Manager receives a timely appeal as set forth in subsection 11(c) above, the County Manager shall, within fifteen (15) working days, empanel the Review Committee and hear the appeal.

- e. All proceedings in connection with and conducted by the Review Committee shall be consistent with due process.
 - f. The decision of the Review Committee shall be a final determination on an application and binding on all parties thereto.
12. The Review Committee shall consist of the following members:
- a. The president of the Association or his/her designee;
 - b. The Sheriff or his/her designee; and
 - c. The County Manager or his/her designee.
13. An employee who reports sick shall be at his/her place of residence, a medical facility, or his/her doctor's office, or shall notify his/her supervisor of his/her 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. Supervisors may discipline an employee if there is evidence of abuse of sick leave.
14. Transfer of sick leave: An employee who has completed at least five (5) years of continuous service with the County and has accrued more than two hundred forty (240) hours of sick leave may donate a portion of his/her accrued sick leave as follows:
- a. The employee may donate only a portion of that number of accrued hours in excess of two hundred forty (240) hours.
 - b. The hours donated, as a percentage of the employee's total accrued sick leave, shall not exceed the percentage of accrued sick leave eligible for compensation at the time of donation as provided in section 4 herein; provided, however, that the employee's "total accrued sick leave" used for purposes of calculation of the permissible donation shall not exceed seven hundred fifty (750) hours.
 - c. Any hours donated shall be converted into a cash equivalent calculated according to the donating employee's base hourly salary and when the donated time is distributed to another employee, the cash equivalent shall be reconverted into hours, using the recipient's base hourly salary to calculate the number of hours to be received.

Article 13 - Incentive Pay For Degrees

1. The County shall authorize to all employees governed by the Contract step increases for earning degrees in law enforcement and law enforcement-related studies from colleges or universities accredited by a nationally recognized accrediting agency while employed by the County. Examples of law enforcement-related studies are public administration, accounting, psychology, and sociology.
- a. Said increases shall be effective upon proof of earning said degree from a nationally recognized accredited college or university located within the United

States. Degrees received for “life work” or from institutions not accredited by a nationally recognized accrediting agency shall not be recognized for purposes of eligibility for incentive pay.

- b. The step increases shall be as follows:
 - i. Two-year Associate’s Degree: two percent (2%) of the employee’s base rate of pay
 - ii. Bachelor’s Degree: four percent (4%) of the employee’s base rate of pay
 - c. A maximum total of four percent (4%) of base pay may be earned for obtaining degrees.
2. The County shall authorize to all employees governed by the Contract step increases and/or educational incentive pay for earning certain law enforcement certificates as follows:
- a. Intermediate POST Certificate: Three percent (3%) increase in hourly rate of pay
 - b. Advanced POST Certificate: Three percent (3%) increase in hourly rate of pay
 - c. POST Managerial Certificate: Three percent (3%) increase in hourly rate of pay
 - d. POST Executive Certificate: Three percent (3%) increase in hourly rate of pay

The pay scale for employees covered by this Contract shall be revised and constructed to reflect the percentage increases for the educational incentives.

Article 14 - 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. An employee shall be eligible to take annual leave after six (6) months on the job and thereafter with the approval of his/her supervisor.
- 3. Annual leave may be accrued without limit from January 1 to December 31 in any calendar year; provided, however, that:
 - a. The maximum annual leave accrual allowed on December 31 of each year is two hundred forty (240) hours. Effective December 31, 2009, if operational demands prohibit the taking of accrued annual leave, effective on December 31 of each year, a maximum of one hundred twenty (120) hours of annual leave accrued that exceeds two hundred forty (240) hours will be converted to cash at the affected employee’s hourly rate and paid to such employee by separate check on the second pay day of the first pay period of the calendar year. Any hours of annual leave in excess of two hundred forty (240) hours which have not been used by the end of the day December 31 of any year and that exceed 360 hours shall be forfeited by the accruing employee. Only two hundred forty (240) hours of accrued annual leave shall be carried over into any new calendar year.

- b. An employee who leaves the employ of the County, whether by retirement, resignation, termination, layoff, death, or otherwise, shall be paid for a maximum of two hundred forty (240) hours of accrued annual leave hours on his/her books, multiplied by the employee's hourly salary at the time of separation.
4. Full-time employees shall accrue annual leave monthly as follows:

<u>Length of Service</u>	<u>Hours Accrued</u>
Hire date to 5th anniversary date	10
5th anniversary date to 10 anniversary date	12
10th anniversary date to 15th anniversary date	14
Beginning on 15th anniversary date	16

Article 15 - Holidays

1. The County and the Association agree that the following legal holidays will be observed:
 - a. New Year's Day: January 1
 - b. Martin Luther King Day: Third Monday in January
 - c. President's Day: Third Monday in February
 - d. Memorial Day: Last Monday in May
 - e. Independence Day: July 4
 - f. Labor Day: First Monday in September
 - g. Nevada Day: Last Friday in October
 - h. Veteran's Day: November 11
 - i. Thanksgiving Day: Fourth Thursday in November
 - j. Family Day: Friday following Thanksgiving
 - k. Christmas: December 25
2. Any day that may be declared as a legal national holiday by the President of the United States and any day that may be declared a legal holiday by the governor of the State of Nevada will be observed as holidays.
3. An employee who is required to work any amount of time on a holiday shall be awarded eight (8) hours of personal leave time.
4. An employee, in order to be entitled to a legal holiday as provided, shall be on pay status on his/her scheduled work day immediately preceding and immediately following such holiday.

Article 16 - Insurance

1. The County and the Association agree that, effective the first month following thirty (30) days of employment, the County will pay the cost of group health, dental, vision, and \$100,000 of term life insurance for each individual employee covered by the provisions

of this Agreement. The medical benefit levels will be equivalent to those delineated in and provided by the County's insurance carrier at the time.

2. The County shall pay the following amounts toward the cost of dependent health insurance purchased by the County through the County's group insurance plan by current employee:

For coverage of a spouse only	\$143.75/month
For coverage of a child or children only	\$108.75/month
For coverage of a full family	\$152.50/month

3. The parties acknowledge that the insurance companies may not offer one or both existing 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.
4. Because of the extensive travel often times associated with access to a doctor's care, employees may utilize up to three (3) days (twenty-four (24) hours for eight (8)-hour shift personnel and thirty (30) hours for ten (10)-hour shift personnel) per insurance year of sick leave for attendance at a specialist, vision, or dental doctor's office/laboratory outside of the community where the employee lives, when such service is not available in the community within a reasonable period of time, without such days being considered "use" for purposes of Article 12, paragraph 5 herein.

Article 17 - Hours of Work

1. The Association recognizes that the employees who are subject to this Contract are professional managers and, as such, are compensated on the basis of performing all tasks and other duties required to assure the full, efficient and effective operation of their offices or Departments, not on the number of hours worked. The Association further recognizes that the salary schedules by which the employees are paid have been developed in a manner intended to reflect the broad scope of the employee's responsibility and the fact that the employee's ordinary work day and work week will or may consist of more than eight (8) or forty (40) hours, respectively.
2. Employees shall not be entitled to overtime compensation or compensatory time for hours worked in excess of eight (8), ten (10), or twelve (12) hours in a work day or in excess of forty (40) hours in a work week.
 - a. Except when necessary to address exigent circumstances, problems, or issues, the County will not schedule staff meetings, in-house training, or orientation outside of regular business hours, nor shall an employee be required to work on a holiday, except in an emergency.
 - b. An employee who consistently must work more than forty (40) hours per week due to the demands of his/her managerial responsibilities, or who works an extraordinary number of hours during a limited period of time due to emergent

or periodic projects or issues, may be awarded personal leave time of not more than five (5) days per calendar year.

- i. An employee who believes s/he is eligible for an award under this subsection shall submit a personal leave award request to the Sheriff.
 - ii. If the Sheriff determines that the applicant is eligible for a personal leave award, the Sheriff shall issue a notice of award of personal leave.
 - c. Personal leave time awarded pursuant to Article 15, section 3, or subsection (b) above shall not be annual leave or compensatory time; shall be used within one hundred eighty (180) days of award or it will be lost; and shall not be paid out in cash if the employee resigns, retires, or otherwise leaves the employ of the County before using the leave time.
3. The provisions of this Article shall in no manner affect the Sheriff's ability to determine an employee's working schedule or to assign an employee to a certain shift or hours of work.
4. All employees shall reduce the hours worked in the amount of eight (8) hours per calendar month beginning on July 1, 2012 and through June 30, 2013 subject to the following terms and conditions:
- a. Employees shall take off eight (8) hours of unpaid furlough days to be scheduled and approved in the same manner as other leave. Unpaid furlough hours may be taken in such increments as agreed to with the supervisor provided that the total taken in each calendar month shall equal eight (8) hours.
 - b. Employees shall be required to schedule the furlough leave no less than thirty (30) days in advance of the requested leave. In the event sufficient time is not given, the leave may be scheduled at the discretion of the supervisor. Furlough leave during for July of 2012 shall be scheduled at the discretion of the supervisor.
 - c. Employees may take furloughs as days off without pay or may choose to reduce their pay by the appropriate percentage for the time period and decide not to take the corresponding time off. Exempt employees who choose to take the time off will be paid on an hourly basis for the week they take furlough days.
 - d. An employee on furlough leave is considered to have worked that day or portion of day, as applicable, for all purposes except for the payment of salary or benefits related to the amount of salary earned including accrual of sick and annual leave; determination of step increases or longevity; determining eligibility under the Family and Medical Leave Act; seniority; and eligibility for health, dental, vision and life insurance programs.

- e. The parties acknowledge the use of furloughs is being implemented to avoid layoffs. In the event financial conditions require a reduction in staffing the parties agree the furlough requirement shall be terminated and the parties shall be restored the positions they would have been in on the date of this agreement but for the execution of this agreement, to include restoration of any wages lost due to the furlough.

Article 18 - Compensation upon Promotion

An employee promoted to a rank covered by this Contract shall be placed at the lowest step in the salary range, not to exceed the top step of the range, which provides an increase in his/her base salary of at least four and one-half percent (4.5%).

Article 19 - Training Courses

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, subject to budgetary constraints.

Article 20 - Pay Practices

Each employee shall be paid on a bi-weekly schedule 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 Nye County pay day has been established bi-weekly on every other Thursday and paychecks routinely will be distributed by 5 p.m. (1700 hours).

Article 21 - Seniority, Layoffs, Reduction in Force

1. "Seniority" shall be defined as the total length of unbroken employment with the employing Department. Service is considered broken if the employee separates from Sheriff's Office service through resignation, termination, or retirement. Service is unbroken if the employee is laid off for a period of less than twelve (12) consecutive months.
2. Whenever it is determined that a layoff of employees may occur because of lack of work, the Department shall give written notice of the layoff, including the reason(s) such action is necessary and the established length of the layoff period, to the Association president at least seven (7) calendar days prior to the effective date of notification to employees.
3. The County and the Association agree that the reduction in personnel, as it pertains to employees covered under the provisions of this Contract, shall be as hereinafter prescribed. When funded positions of indefinite durations which are presently filled are abolished, reductions shall be accomplished in accordance with the following provisions:
 - a. Casual, temporary, and initial employment probationary positions within the Department first shall be eliminated.

- b. All regular employees to be laid off shall be given written notice of such layoff at least fourteen (14) calendar days prior to the effective date.
- c. Any regular employee who is to be laid off may elect to replace an employee in a lower level of the same or previously held classification series provided:
 - i. The bumping employee has more Department seniority than the employee being bumped.
 - ii. The bumping employee meets the minimum occupational qualifications and has previously held the position.
 - iii. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped, but at the step closest to his/her own existing salary at the time of the layoff.
 - iv. An employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this subsection. The decision to bump must be submitted in writing within seven (7) calendar days of the notification of layoff.
- d. Whenever it is determined that a layoff of employees shall occur, the County agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

Article 22 – Discipline

- 1. The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, suspension with pay, suspension without pay, reduction in pay rate, demotion, or discharge.
- 2. The County shall have the right to discharge or discipline any employee for cause, but in determining discipline, the County shall not transfer, reassign, or reclassify any employee for disciplinary purposes.

3. The level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant discharge, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand, (2) written reprimand, (3) suspension with pay, (4) suspension without pay, (5) reduction in pay rate, or (6) demotion. One or more of actions 1 through 6 may occur prior to discharge; however, the County reserves the right to omit any progressive discipline step and/or to discharge without progressive discipline, depending upon the nature and severity of the act.
4. Procedures in Disciplinary Matters:
 - a. ***Initiation of Discipline***
 - i. The discipline request must be addressed to the Sheriff or his/her designee. The discipline request must include the following information and/or allegations: (a) the policy, procedure, order, or other standard alleged to be violated, (b) a specific description of the alleged violation, and (c) the disciplinary action(s) recommended or requested.
 - ii. When the Sheriff or his/her designee directly initiates disciplinary action, s/he shall prepare a statement which includes the following information and/or allegations: (a) the policy, procedure, order or other standard alleged to be violated, (b) a specific description of the alleged violation, and (c) the disciplinary action proposed.
 - iii. A copy of the notice of proposed discipline shall be delivered to the employee, together with a notice that the employee has seven (7) working days from receipt of the notice to file a request for a pre-disciplinary hearing with the Sheriff or his/her designee.
 - iv. The employee may be assisted and/or represented by any person of the employee's choosing at any step of these procedures.
 - b. ***Pre-disciplinary Hearing***
 - i. Upon receipt of a request for a pre-disciplinary hearing, the Sheriff or his/her designee shall have ten (10) working days to set a date for the pre-disciplinary hearing.
 - ii. The Sheriff 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 the delivery to the employee of the notice of the discipline request.

c. ***Sheriff's Final Decision***

- i. In all matters in which the Sheriff is the final decision-maker, the Sheriff or his/her designee shall have thirty (30) calendar days after the pre-disciplinary hearing to render his/her written decision. That decision shall sustain, modify, or deny the discipline request. It will specify what, if any, discipline shall be given, and the person who will impose the discipline.
- ii. Copies of the Sheriff's written decision shall be delivered to the employee and the requesting supervisor.
- iii. The decision of the Sheriff or his/her designee shall be final and binding, except suspension without pay, demotion, or discharge, may be appealed as set forth below. The grievance procedures provided in Article 23 shall not apply to disciplinary matters.

d. ***Appeal Process – Final Review Panel***

- i. If the Association and the disciplined employee are not satisfied with the decision rendered by the Sheriff or his/her designee, the Association may appeal in writing to a Final Review Panel within five (5) working days of receiving the decision. The Final Review Panel shall meet within thirty (30) calendar days to hear the positions of the parties and to hear the testimony of witnesses regarding the appropriateness of the discipline.
- ii. The hearing shall be informal.
- ii. The Final Review Panel shall issue a written decision not later than ten (10) working days following final adjournment of the hearing.
- iii. The Final Review Panel's decision shall be final and binding upon both parties. The decision may be reached by vote or by consensus of the Panel members. The Final Review Panel's authority shall be limited to the application and interpretation of the provisions of this Contract and any related rules, regulations, and policies of the County and the Sheriff's Office. The Final Review Panel shall have no authority to modify, amend, or alter any terms or conditions of this Contract nor any policy, rule, regulation, or procedure of the Department Head.
- iv. The Final Review Panel shall consist of three persons, one selected by the Association, one selected by the Department Head, and one selected by the other two Panel members. No member of the Panel may be an employee of the Nye County Sheriff's Office or Nye County. The Association's selection shall be from a list of five (5) names provided by the Sheriff, and the Sheriff's selection shall be from a list of five (5) names provided by the Association. The first two Panel members shall select the third member from a combined list of the remaining eight names.

5. **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 an observed holiday.
- b. Time limits specified in the preceding sections may be extended by written agreement of both parties.

Article 23 - Grievance Procedures

1. **Definitions:**

- a. **Grievance:** An act, omission, application, or interpretation alleged to be in violation of the terms or provisions of this Contract, regulations, or rule of employment, which may include, but is not limited to, wages, hours, and other terms and conditions of employment. Disciplinary actions are excluded from the definition of grievance.
- b. **Grievant:** A County employee or group of employees, or the Association who is/are covered by the provisions of this Contract and believe(s) s/he, they, or it has/have been adversely affected by the matter being grieved.
- c. **Written Submission of Grievance:** A written grievance form, to be agreed upon by the County and the Association, which states the specific circumstance over which the grievant claims to be aggrieved, the specific articles which are in dispute, how the grievant is being harmed, and the redress sought.
- d. **Work Day:** A working day shall be any day that the County is open for business, exclusive of Saturdays, Sundays, and observed holidays.

2. **Procedures in Non-Disciplinary Grievances:**

- a. 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.
- b. **Informal Resolution:**
 - i. Within ten (10) working days from the event creating the grievance or from the date that the grievant(s) reasonably could have been expected to have had knowledge of such event, the grievant(s) may meet and discuss the grievance with his/her or their immediate supervisor.
 - ii. The supervisor shall have ten (10) working days to give an answer to the grievant(s).
- c. **Step I:**
 - i. If a grievant(s) is/are not satisfied with the resolution proposed at the informal level, the grievant(s) may, within five (5) working days after receiving an answer, file a formal, written grievance with the supervisor.

- ii. The supervisor shall, within ten (10) working days, have a meeting with the grievant(s) and, if requested, the grievant(s)' representative, and within seven (7) working days thereafter, give a written reply to the grievant(s) and the grievant(s)' representative.
- c. **Step II:**
- i. If the grievant(s) is/are not satisfied with the decision rendered at Step I, the grievant(s) may appeal in writing to the Sheriff or his/her designee within five (5) working days of receiving the decision.
 - ii. The Sheriff or his/her designee shall render a decision in writing to the grievant(s) within ten (10) working days after receiving the appeal.
- d. **Step III:**
- i. If the Association is not satisfied with the decision rendered at Step II, the Association may appeal in writing to a Final Review Panel within five (5) working days of receiving the decision. The Final Review Panel shall meet within thirty (30) calendar days to hear the positions of the parties and to hear the testimony of witnesses regarding the appropriate resolution of the grievance.
 - ii. The hearing shall be informal.
 - iii. The Final Review Panel shall issue a written decision not later than ten (10) working days following final adjournment of the hearing.
 - iv. The Final Review Panel's decision shall be final and binding upon both parties. The decision may be reached by vote or by consensus of the Panel members. The Final Review Panel's authority shall be limited to the application and interpretation of the provisions of this Contract and any related rules, regulations, and policies of the County and the Sheriff's Office. The Final Review Panel shall have no authority to modify, amend, or alter any terms or conditions of this Contract nor any policy, rule, regulation, or procedure of the Department Head.
 - v. The Final Review Panel shall consist of three persons, one selected by the Association, one selected by the Department Head, and one selected by the other two Panel members. No member of the Panel may be an employee of the Nye County Sheriff's Office or Nye County. The Association's selection shall be from a list of five (5) names provided by the Department Head, and the Department Head's selection shall be from a list of five (5) names provided by the Association. The first two Panel members shall select the third member from a combined list of the remaining eight names.

f. **Exceptions:**

- i. In the event the grievant is the Association, the grievance shall commence directly at Step II.
- ii. 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.

3. **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 an observed 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. However, in the event the County's representative is unavailable during the response period, the Sheriff may designate another representative to respond to the grievance.

Article 24 - Health and Safety

1. The County shall abide by the Federal and State laws, rules, regulations and codes concerning employee health and safety.
2. The County immediately shall investigate all health and safety complaints and notify the complainant and the Association of the findings and actions to be taken within ten (10) days of the complaint being made.

Article 25 – Waiver

1. The parties acknowledge that during the negotiations which resulted in this Contract, 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the County and the Association, for the duration of this Contract, 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 Contract.

2. Any subject or matter not specifically referred to or covered in this Contract, 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 Contract, is not subject to negotiation but may be the topic of discussion between the parties.

Article 26 - Savings Clause

1. This Contract is the entire agreement of the parties regarding those areas specifically delineated, terminating all prior arrangements and practices and concluding all negotiations during the term of the Contract, except as provided by virtue of existing policies and procedures. The County or the Association may request meetings relative to the administration of this Contract when questions arise necessitating such meetings.
2. Should any provision of the Contract be found in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Contract shall remain in full force and effect until otherwise canceled or amended.

Article 27 - Legislative and Administrative Action

Any provision of this Contract requiring legislative or administrative action to permit its implementation by law, amendment of law, provision of additional funds, or otherwise, shall not become effective until the appropriate legislative body, elected officials, or administrative official or body has given approval. The County and the Association shall cooperate to secure legislative and administrative approval as required, and shall refrain from taking any unilateral action with respect to such matters.

Article 28 - Term of Contract

This Contract and each of its provisions shall become effective on approval and signing of this Agreement unless otherwise specified in this Contract, and shall be full force and in effect until June 30, 2014 at 2400 hours. Either party, consistent with the notice requirements of NRS 288.180, may reopen any economic Article prior to the beginning of the next contract year.

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 Law Enforcement
Management Association

Nye County, State of Nevada
Board of Commissioners

By: William Becht, President

By: Lorinda Wichman, Chairman

ATTEST:

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

Addendum A – Grade / Classifications

Range	Classification
14	Lieutenant
15	Captain
16	Assistant Sheriff Administrative Captain Chief Investigator

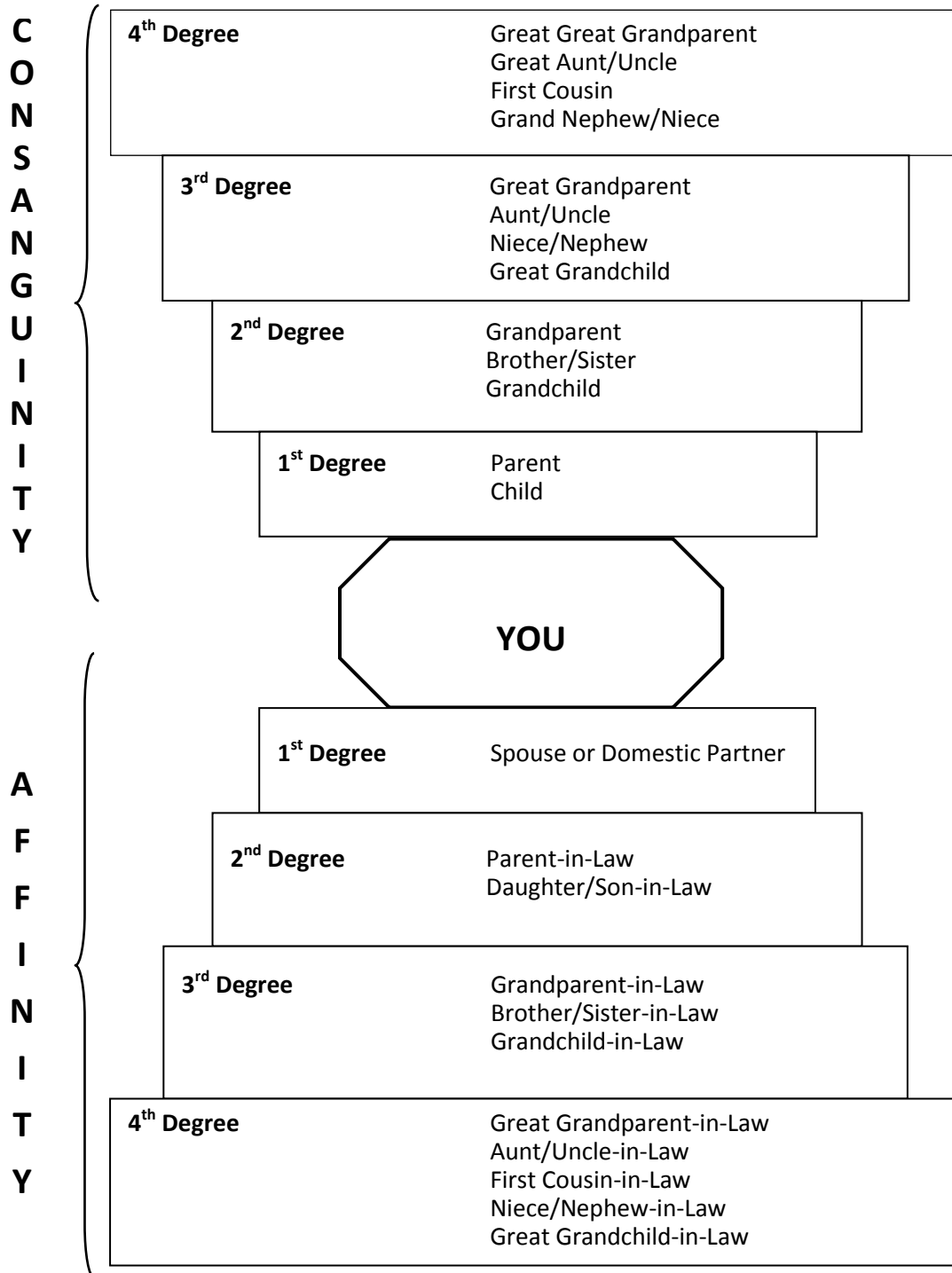
Addendum B – Wage Scale

Classification	Range
Lieutenant	14
Captain	15
Assistant Sheriff	16
Administrative Captain	
Chief Investigator	

Associates	Step / Grade	1	2	3
POST Basic	14-1A (13B)	33.51	35.44	37.48
POST Intermediate	14-2A (13I)	34.51	36.49	38.59
POST Advanced	14-3A (13A)	35.55	37.59	39.75
POST Managerial	14-4A (13M)	36.61	38.72	40.95
POST Executive	14-5A (13E)	37.71	39.88	42.17
POST Basic	15-1A (14B)	35.27	37.30	39.44
POST Intermediate	15-2A (14I)	36.32	38.41	40.62
POST Advanced	15-3A (14A)	37.41	39.56	41.83
POST Managerial	15-4A (14M)	38.54	40.76	43.10
POST Executive	15-5A (14E)	39.69	41.97	44.38
POST Basic	16-1A (15B)	37.12	39.25	41.51
POST Intermediate	16-2A (15I)	38.23	40.43	42.75
POST Advanced	16-3A (15A)	39.38	41.64	44.03
POST Managerial	16-4A (15M)	40.56	42.89	45.36
POST Executive	16-5A (15E)	41.78	44.18	46.72

Basic	Step / Grade	1	2	3
POST Basic	14-1 (5B)	32.85	34.74	36.74
POST Intermediate	14-2 (5PI)	33.84	35.79	37.85
POST Advanced	14-3 (5PA)	34.85	36.85	38.97
POST Managerial	14-4 (5PM)	35.90	37.96	40.14
POST Executive	14-5 (5PE)	36.97	39.10	41.35
POST Basic	15-1 (6B)	34.57	36.56	38.66
POST Intermediate	15-2 (6PI)	35.61	37.66	39.83
POST Advanced	15-3 (6PA)	36.68	38.79	41.02
POST Managerial	15-4 (6PM)	37.78	39.95	42.25
POST Executive	15-5 (6PE)	38.91	41.15	43.52
POST Basic	16-1 (7B)	36.39	38.48	40.69
POST Intermediate	16-2 (7PI)	37.48	39.64	41.92
POST Advanced	16-3 (7PA)	38.61	40.83	43.18
POST Managerial	16-4 (7PM)	39.76	42.05	44.47
POST Executive	16-5 (7PE)	40.96	43.32	45.81
Bachelors	Step / Grade	1	2	3
POST Basic	14-1B (21B)	34.18	36.15	38.23
POST Intermediate	14-2B (21I)	35.20	37.22	39.36
POST Advanced	14-3B (21A)	36.26	38.34	40.54
POST Managerial	14-4B (21M)	37.35	39.50	41.77
POST Executive	14-5B (21E)	38.47	40.68	43.02
POST Basic	15-1B (22B)	35.97	38.04	40.23
POST Intermediate	15-2B (22I)	37.05	39.18	41.43
POST Advanced	15-3B (22A)	38.16	40.35	42.67
POST Managerial	15-4 B (22M)	39.31	41.57	43.96
POST Executive	15-5B (22E)	40.49	42.82	45.28
POST Basic	16-1B (23B)	37.86	40.04	42.34
POST Intermediate	16-2B (23I)	39.00	41.24	43.61
POST Advanced	16-3B (23A)	40.17	42.48	45.92
POST Managerial	16-4B (23M)	41.37	43.75	46.27
POST Executive	16-5B (23E)	42.61	45.06	47.65

Addendum C - Consanguinity / Affinity Chart



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