AGREEMENT

between

PERSHING COUNTY

and the

PERSHING COUNTY LAW ENFORCEMENT ASSOCIATION

2012 - 2015

604
OPERATING ENGINEERS

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between
PERSHING COUNTY
and the
PERSHING COUNTY LAW ENFORCEMENT ASSOCIATION
2012-2015

ARTICLE 1 PARTIES

This agreement is entered into, by and between the County of Pershing (hereinafter referred to as "County"), and the Pershing County Law Enforcement Association (hereinafter referred to as "Association").

ARTICLE 2 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement, the following agents have been designated:

A. County's Principal Agent

The County's principal authorized agent shall be:

Chairman
County Commissioners of Pershing County
P.O. Drawer E
Lovelock, NV 89419

B. Association's Principal Agent

The Association's principal authorized agent shall be:

President
Pershing County Law Enforcement Association
P.O. Box 1355
Lovelock, NV 89419
AND/OR
Representative
Operating Engineers Union, Local 3
1290 Corporate Blvd.
Reno, NV 89502

ARTICLE 3 RECOGNITION

The County recognizes the Association as the sole collective bargaining agent for all regular full-time employees of the Pershing County Sheriff's Office within job classifications covered by this Agreement who are presently employed and

subsequently hired by the County at its location in Nevada. See Appendix "A" for a list of classifications covered by this Agreement.

ARTICLE 4 DEFINITIONS

A. Appointing Authority

As used in this agreement, the appointing authority shall be the County Board of Commissioners, the Sheriff of Pershing County and/or his/her designee.

B. Day

Calendar day unless otherwise stated. If the final day of a time period falls on a Saturday, Sunday, or recognized Holiday, the final day to act shall be considered the following business day.

C. Year

Calendar year unless otherwise stated.

D. Year of Service

Twenty-six (26) complete payroll periods of paid, unbroken employment with the County.

ARTICLE 5 NON-DISCRIMINATION

A. Equal Application

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, physical or mental disability, origin or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

B. Responsibility of Exclusive Bargaining Unit

The Association recognizes its responsibility as the exclusive bargaining agent for this unit and agrees to represent all employees in the unit without discrimination, interference, restraint or coercion.

C. Association Membership

The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity allowed by this agreement or State law on behalf of members of the bargaining unit.

D. Redress of Violations

Alleged violations of this article shall not be grievable beyond the third step of grievance procedure of this Agreement.

ARTICLE 6 COUNTY RIGHTS

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to the following:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to assign, repair, inspect, and retrieve County property and space; to create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; upon reasonable suspicion of impaired ability on the job, to require employee physical examinations and tests endorsed by a physician and paid for by the County; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards , schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct (including acceptable dress standards) and penalties for violation thereof; to determine the type and scope of work to be performed by employees and the services to be provided; to take action deemed necessary to provide for the safety of employees and clients; to classify positions; to establish initial salaries of new classifications after notification of the Association; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Article 7 Probationary Period

A. Probationary Status

All unit employees shall serve a probationary period of one year from actual date of hire (including that day), which shall be an integral part of the testing process of appointment. During the probationary period, the employee may be released without notice, reason or right of appeal.

B. Completion of Probationary Period

Not later than the end of the twelfth (12th) month of service, the employee's supervisor shall make a written recommendation for retention or release of the employee. Prior to the end of the employee's probationary period, the employee shall be notified in writing of his/her retention or release from County service. Should the employee not receive notification by the end of the twelve-month period, the employee may make written request for written response from the Sheriff regarding his/her status. The Sheriff shall respond within seven (7) days to inform the employee of his/her release or successful completion of the probationary period.

C. Salary Advancement Upon Completion of Probation

A Deputy Sheriff hired in the classification of Deputy Sheriff I shall be compensated at Range 11. Upon successful completion of probation, a Deputy Sheriff I will advance to the classification of Deputy Sheriff II, Range 12 . Upon successful completion of probation, other represented employees shall advance to the next applicable salary step and/or classification.

D. Probationary Period Upon Promotion

All employees promoted to a position of higher responsibility shall serve a probationary period of twelve (12) complete months within the new position. When an employee fails to complete a promotional probationary period, the employee shall be returned to a position in the class from which the employee was promoted, unless the action is taken to dismiss the employee pursuant to the Discipline Article of this Agreement.

ARTICLE 8 WAGES AND MONETARY BENEFITS

A. Wages

1. *Base Wages.* Wage Schedules for unit positions in Attachment A, Wage Schedules.

   a) Effective with the pay period beginning August 12, 2013, the base wage schedules of Unit members shall be increased by four percent (4%) over the wage schedules in effect on July 1, 2013.

   b) Effective with the pay period containing July 1, 2014, the base wage schedules of Unit members shall be increased by two percent (2%) over the wage schedules in effect as the result of Subsection A.1. a. above.

2. *Settlement Stipend.* County agrees to pay each unit member the amount of $400.00 on a one-time basis in the normal course of business after approval of this Agreement as a Settlement Stipend. This amount shall be paid in a check

separate from the normal payroll but shall have required deductions, excluding PERS contributions.

B. Extended Service Recognition (ESR)

Employees are eligible for Extended Service Recognition for each year of continuous service with the County of Pershing after reaching the final step, Step 10, in their classification's assigned pay range. Extended Service Recognition steps (A-J) shall be the equivalent of one percent (1%) of Step 10 of the range for each full year of eligible service after reaching Step 10 and shall be paid over the course of the ensuing year in the normal paycheck.

C. Annual Merit Review

1. *Eligibility.* Each employee is eligible for an annual merit salary step increase commencing with the completion of one (1) year of employment if the employee has demonstrated overall "meets standards" or above job performance as determined by the Sheriff or his/her designee. The merit increase shall be granted upon completion of a performance appraisal form which documents the eligible performance and submission of the form to the County Personnel Officer. When approved, the increase shall be effective on the first day of the pay period following the employee's merit review date. An employee's performance evaluation is not appealable or subject to the grievance procedure. An employee receiving an overall rating of less than "satisfactory" may meet with the Department Head to discuss the evaluation. An employee may prepare a written response to the evaluation and the written response shall be attached to and become part of the evaluation.
2. *Merit Review Date.* An employee's merit review date is the first day of the pay period following the date of hire, except that those employees hired on the first day of the pay period shall have their date of hire as their merit review date. If an employee is promoted to a new position which results in a salary increase of five percent (5.0%) or more, then a new merit review date will be established for that employee on the same basis as shown above for new employees. The date used to establish the merit review date is known as the anniversary date. All changes in salary shall be effective at the beginning of the pay period.
3. *Performance Review.* The Sheriff will review the work of each employee prior to the employee's review date.

D. Resident Deputy Assignment Pay

An employee assigned as a Resident Deputy shall be paid an additional eighty dollars ($80.00) per pay period. It is acknowledged that this payment is to partially accommodate for additional expenses incurred as a Resident Deputy. Additionally, this payment shall serve as compensation in lieu of the three (3) hour minimum call back provisions of this agreement.

E. Training Officer Pay

An employee assigned by the Sheriff or his/her designee as a training officer shall receive an additional two and one-half percent (2.5%) on an hour for hour basis for those hours actually assigned and performing the duties of a training officer.

F. Uniform Allowance

1. *Deputy Sheriff.* Deputy Sheriffs shall be paid a uniform allowance of eight hundred fifty dollars ($850.00) per year to cover all costs associated with the purchase and maintenance of the uniform which the Sheriff requires to be worn. The allowance will be paid in two equal installments of four hundred twenty five dollars ($425.00), payable during the months of January and July within a normal paycheck with taxes withheld. Vouchers for payment will be submitted to the County Board of Commissioners during the Board's first meeting of January and July. There shall be no initial waiting period of eligibility for uniform allowance.
2. *New Employees.* Following initial hire, new employees who are required to wear a uniform shall be reimbursed for the normal cost of purchase of two required uniform shirts and two uniform pants upon presentation of a paid receipt. This reimbursement shall not be deducted from their uniform allowance. The uniform allowance for regular employees identified in F.1. above shall commence on the next allocation date, e.g., January or July following the employee's initial hire date.
3. *Soft Body Armor.* The County will reimburse an employee in the classes of Deputy Sheriff and Deputy Sheriff Sergeant for the cost of purchase (and replacement at expiration) of a soft body armor vest acceptable to the Sheriff with a cost not to exceed $850.00. Any deputy accepting reimbursement for the cost of a soft body armor vest pursuant to the terms of this agreement shall wear the vest during duty hours during the useful life of the vest. If the employee terminates from County employment, the employee will return to the County, by way of a deduction from the employee's final paycheck, an amount according to the following schedule:
    a. Employee with less than one (1) year of service as a deputy since the purchase of the vest will return eighty percent (80%) of the amount originally reimbursed by the County.
    b. Employee with at least one (1) year but less than two (2) years of service as a deputy since the purchase of the vest will return sixty percent (60%) of the amount originally reimbursed by the County.
    c. Employee with at least two (2) years but less than three (3) years of service as a deputy since the purchase of the vest will return forty percent (40%) of the amount originally reimbursed by the County.

d. Employee with at least three (3) years but less than four (4) years of service as a deputy since the purchase of the vest will return twenty percent (20%) of the amount originally reimbursed by the County.

G. Personal Property Replacement

The County agrees to reimburse unit employees for personal property items that are stolen, damaged, lost or destroyed in a duty-related incident. The County's obligation herein shall not arise unless the employee is unable to be reimbursed from any other source, provided, however, the County will be responsible for seeking reimbursement of expenses which may be paid through court ordered restitution.

1. Such *reimbursement* by the County shall be limited to items of personal property that are reasonably required in order for the employee to perform the employee's duties, excluding uniform items which are covered by the uniform allowance provided in the preceding section. It shall be further limited to situations *in* which the employee was in no *way* responsible for the loss or damage of the item and shall exclude payments related to wear and deterioration from normal use over time. The list of items which may be reimbursed shall include weapons and related equipment, handcuffs, and other equipment on the Sheriff s required equipment list.
2. The maximum *reimbursement* amount shall be two hundred dollars ($200.00) per *incident* to any one employee during a fiscal year. Any additional costs may be reimbursed by the County if receipts indicate that the loss exceeded the two hundred dollar limit. However, if restitution is secured in an amount greater than what is paid from the reimbursement account, the difference will be paid to the employee. The County's maximum obligation for reimbursement under this section is eight hundred dollars ($800.00) per fiscal year in the aggregate for all employees in this unit. Any court ordered restitution received by the County for reimbursement paid to an employee during a fiscal year which has not *been* passed through to the employee, shall be restored to the balance available for reimbursement.

H. Education Incentive

1. Qualified unit employees shall receive educational incentive pay as follows:
   a. Each employee who obtains an Associate of Arts degree from an accredited college with relevant courses in law enforcement shall receive a one hundred fifty ($150.00) per year stipend payable on the final pay period of June.
   b. Each employee who obtains a Bachelor's degree from an accredited college with an emphasis in law enforcement shall receive a two hundred ($200.00) per year stipend payable on the final pay period of June.
2. Qualified unit employees shall receive POST incentive pay as follows:

a. Each employee who has received a Nevada Advanced POST Certificate shall receive two hundred ($200.00) per year stipend payable on the final pay period in June.
b. Each employee who has received a Nevada Supervisory POST Certificate shall receive two hundred fifty ($250.00) per year stipend payable on the final pay period in June.

I. Training

1. Post-Required Training. Sheriff shall pay or provide all P.O.S.T-required training for unit members. This does not include initial P.O.S.T. training for certification as a Peace Officer.
2. Practice Ammunition. The Sheriff shall make available up to 50 rounds of practice ammunition per month per employee upon the employee's request. This obligation is dependent on such ammunition being available for purchase by the Sheriff.

ARTICLE 9 HEALTH AND WELFARE BENEFITS

A. Health and Accident Insurance

The County will pay the cost of the monthly "employee only" premium for group health insurance for an eligible employee, including any premium increase required to keep that health insurance effective throughout the stated term of this agreement. Eligibility for group health insurance shall begin at the beginning of the calendar month following thirty (30) days of regular employment.

B. Dependent Coverage

An eligible employee may include dependents under the County's group health insurance by arranging for the appropriate payroll deduction to pay the cost of the coverage.

C. Joint Insurance Committee

The Association agrees to participate in a committee comprised of two representatives of the Association, two representatives of other employee organizations and two County representatives to review health insurance issues. From time to time the Committee, upon unanimous vote, may make recommendations to the Board of Commissioners for changes in the benefit plans or vendors. Thereafter, the Board of Commissioners may adopt, modify or reject the recommendations of the Committee. It shall be the duty of the County to provide adequate notification to the Association as to the time and place of these Insurance Committee meetings.

ARTICLE 10 SICK LEAVE

A. Eligibility

All unit employees who are employed on a continuous full time basis shall be credited with sick leave according to the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn sick leave credits on a prorated basis, based on hours worked in the pay period. Employees working fewer than twenty (20) hours per week will not accrue sick leave credits.

B. Sick Leave Accrual

Eligible employees shall accrue sick leave at the rate of .0461 hours for each hour worked or on paid leave status up to a maximum accrual of ninety-six (96) hours per year. Employees shall not be permitted to accrue more than eight hundred (800) hours of sick leave

C. Authorization for Usage

Employees are entitled to use sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness in the immediate family. A doctor's certificate of illness may be required at any time, but must be presented to the Sheriff for any absence over three (3) days.
Immediate family is defined as parents, children, brothers, sisters and grandparents of the employee, the employee's spouse, or relative living in the employee's household. In the case of any other relative of the employee, the Sheriff, at his discretion, may authorize such sick leave and shall so notify the Board of Commissioners in writing.

D. Evidence of Authorized Usage

The Sheriff or his/her designee shall approve sick leave only after having ascertained that the absence was for an authorized reason, and the employee may be required to provide substantiating evidence at any time. Malingering or proven abuse of sick leave privileges shall be grounds for termination from County employment.

E. Sick Leave Payoff

Employees with 10 or more years of continuous/uninterrupted service with Pershing County shall be paid twenty-five percent (25.0%) of their current base rate of pay for up to four hundred (400) hours of accrued, unused sick leave on record upon retirement from the County or upon death. There shall be no other payoff for unused sick leave.

F. Accrual of Sick Leave While on Leave

Sick leave will continue to be credited to all persons while regularly employed by the County regardless of whether an employee is on sick or annual leave. However,

accrual of sick leave will cease upon termination or when an employee is placed on leave without pay.

G. Family Death Leave

A regular employee is entitled to up to three (3) days of paid leave when needed due to the death of an immediate family member. In addition, the employee may take up to two (2) additional days of leave charged to annual leave, sick leave, or compensatory time off, when needed due to the death. For purposes of this paragraph, immediate family includes child, step child, spouse, parent, step parent, grandparent, grandchildren, brother, sister, step-brother or step sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, or any child or close relative who resided with the employee at the time of death. The employee shall give notice to his/her immediate supervisor prior to taking such leave. Part-time employees shall receive leave on a pro-rata basis based on the percent of full-time regularly worked.

H. Family and Medical Leave Act

1. Family and medical leave for employees shall be governed by provision of the federal Family and Medical Leave Act (FMLA), as may be amended from time to time. Nothing in this section is intended to extend to County employees rights or benefits not extended in this law. Where there is a conflict between this section and the FMLA, the FMLA shall govern.
2. Employees who have one (1) year (52 weeks) of service and have worked at least 1,250 hours in the past year, are eligible to take up to twelve (12) weeks during any twelve 12 month period of family or medical leave as defined in the FMLA. Family members are those persons who are so defined in the FMLA.
3. The employee must provide reasonable advance notice of the need for the leave when it is foreseeable. The Sheriff shall not deny leave to any eligible employee who requests family or medical leave pursuant to the provisions of the FMLA. The employee has the right to reinstatement to the same or comparable position unless the employee is exempted from such right under the provisions of the FMLA.
4. The employee shall exhaust accrued sick leave when the leave is due to health conditions of the employee. The employee shall exhaust accrued family sick leave when leave is taken to care for a child, spouse or parent with a health condition.
5. The County shall maintain coverage under any group health plan for the duration of the leave at the level and under conditions that would have been provided had the employee been working. However, the County shall only maintain such group health plan coverage for such employee for up to twelve

(12) weeks within a twelve (12)-month period commencing with the start of the FMLA leave.

I. Catastrophic Leave

An employee who has more than 200 hours of sick leave accrued may donate accumulated sick leave beyond that minimum to an employee or employees who are on sick leave for catastrophic illness or injury. Catastrophic illness or injury is one from which recovery is prolonged or unlikely. Prolonged recovery would include periods of six months or longer. Such a donation may only be given pursuant to the following restrictions:

1. The donation must be totally voluntary by the donor.
2. The employee receiving the sick leave must have exhausted all of his/her available paid leave including all sick leave, annual leave, and compensatory time off.
3. The employee receiving the sick leave may not be on leave for an on-the-job injury covered by Workers' Compensation Insurance.
4. The employee giving the sick leave must do so in writing and in blocks of eight (8) hours each on a form provided by the County.
5. The grant of sick leave must be irrevocable.
6. If a donation is made by an employee at a different pay rate than the receiving employee, pursuant to N.R.S. 245.210.4, the donated time shall be converted into money at the hourly rate of the donor and the money shall then be converted into sick leave using the hourly rate of the recipient.
7. The total hours donated to an employee shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts his/her paid leave pursuant to subsection 2 and either the employee's return to work or the employee's eligibility for disability insurance.

ARTICLE 11 INJURY ON DUTY LEAVE

A. Injury on Duty

Any unit employee who suffers an injury while working during the course of his/her employment for the County shall be entitled to injury leave until said employee is able to return to work or is terminated in any manner and subject to any limitations imposed by this Article or State Law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial members. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the employer shall be deemed not to have arisen out of or in the course of employment unless the employee received remuneration for participating in such event.

B. *Coordination of Benefits*

When an employee is eligible at the same time for benefits under Chapter 616 or 617 of the Nevada Revised Statutes and for sick leave or injury leave benefit, the amount of sick leave or injury leave benefit paid to said employee shall not exceed the differences between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under Chapter 616 or 617 of the Nevada Revised Statutes for that pay period. Any usage of such sick leave shall be deducted from the employee's sick leave balance.

ARTICLE 12 HOLIDAYS

A. *Holidays Enumerated*

The following days are declared to be legal holidays for County employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Family Day
Independence Day	Christmas Day
Nevada Day	

Should New Year's Day, Christmas, Independence Day, or Veterans' Day fall on a Saturday/Sunday, the preceding/following weekday will be considered a paid holiday with the following exceptions: Employees assigned to patrol, resident deputy, jail and dispatch shall recognize the holiday on the actual day the holiday falls.

In addition to the above paid holidays, any other day that may be appointed by the President of the United States and/or the Governor of the State of Nevada or the Board of County Commissioners shall be a paid holiday for represented employees.

B. *Holiday Pay on Annual Leave*

Should a paid holiday fall during the employee's annual leave the employee will receive holiday pay rather than having such day charged against annual leave.

C. *Holidays Worked*

If an employee is required to work on a legal holiday listed above the employee will be paid eight (8) hours of holiday pay plus an additional payment computed at the employee's overtime rate up to a maximum of eight (8) hours for the hours actually worked. Hours worked in excess of regularly scheduled hours on a holiday shall be compensated pursuant to the overtime provisions of this Agreement.

ARTICLE 13 ANNUAL LEAVE

A. Accrual

All unit employees who are employed on a continuous full-time basis shall accrue annual leave credits on the basis of the schedule below. When the accrual maximum is reached, accrual ceases until the employee uses vacation time sufficient to allow resumption of accrual. Only regular hours paid shall affect annual leave accrual.

B. Schedule of Accrual of Annual Leave

YEARS OF CONTINUOUS SERVICE	HOURS EARNED PER HOURS PAID	MAX. HOURS PER YEAR	MAX. HOURS CARRYOVER
1st thru 5th	.0385	80	120
6th thru 15th	.0577	120	160
16th year and over	.0769	160	200

C. Waiver of Accrual Maximum

If annual leave request is denied and, as a result, the employee would lose annual leave because the accrual maximum is reached, the employee may accrue and retain annual leave in excess of the maximum for a six (6) month period following the initial denial, provided the excess leave is scheduled and used during the extension period.

D. Accrual During Probation

Each employee shall accrue annual leave during the initial probationary period, but shall not be granted annual leave during said period until the employee has been employed continuously for at least six (6) months.

E. Payment on Separation

Employees who have completed at least six (6) months of continuous service and leave the County service shall be paid for accrued, but unused annual leave.

F. Payment on Death

If an employee dies who was entitled to accumulated annual leave under the provisions of this Article, the heirs of such deceased employee shall be paid an amount of money equal to the number of unused hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.

G. Approval for Use of Annual Leave

All annual leave will be taken at a time as approved by the employee's supervisor based upon department operational needs. Annual leave is granted only in increments of one (1) hour or more.

ARTICLE 14 HOURS

A. Work Hours

Employees can be scheduled in any manner that the Sheriff or his/her designee deems appropriate. With the exception of Resident Deputies, each employee shall be assigned regular starting and ending times on a schedule consisting of consecutive working days followed by a specific number of consecutive days off which shall not be changed without fifteen (15) days prior notice except in an emergency. Employees shall remain available for work during lunch hour and rest breaks, therefore such breaks shall be counted as time worked unless other arrangements are made with his/her supervisor.

B. Rest Periods

Except during emergencies, employees shall be granted a thirty (30) minute lunch break per shift. When practical, employees shall be granted a fifteen (15) minute rest period during each half shift of four hours or longer. Such breaks and rest periods shall not be taken within one (1) hour of the employee's starting time or ending time and should not be accumulated or used to arrive at work late or leave work early. Such rest periods shall be taken without loss of pay.

C. Resident Deputies

Subject to approval by the Sheriff or his/her designee, Resident Deputies have the option of flexing their schedule to meet peak workload periods and to accommodate call-outs. Should a Resident Deputy flex his/her schedule, it shall be his/her responsibility to insure that he/she works a minimum of eighty (80) hours in a fourteen (14) day work cycle. The Sheriff may withdraw the option of flex hours from a Resident Deputy at any time.

Article 15 Overtime Compensation

A. Definitions

1. *Overtime.* Those hours worked as authorized and directed by the Sheriff or his/her designee which exceed eighty (80) hours in a fourteen-(14) day work cycle.

2. *Hours Worked.* Those hours during which the employee is actually at work and on duty or on pre-approved annual leave.

3. *FLSA Work Cycle.* The Sheriff shall designate a work cycle for FLSA purposes as necessary.

B. Overtime Compensation

Employees who have worked hours beyond the minimum established for their work cycle shall receive pay at the rate of one and one-half (1 1/2) times their regular hourly rate.

C. Compliance with FLSA

Management shall make such changes in this article and any others, as well as in practice, in order to fully comply with the Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The County shall notify the Association of proposed changes prior to implementation. Upon written request, the County shall meet with Association representatives to discuss the proposed changes.

D. Court Duty

Off-duty employees will be paid for a minimum of three (3) hours or the time actually worked at their regular rate of pay while serving as a witness for a duty related matter as a representative of the County in response to a subpoena(s). All witness fees for paid court appearances shall be turned over to the County, along with travel reimbursements if the County has provided the employee a County vehicle for travel to the court session. Should an employee be required to respond to a subpoena outside of Pershing County, the employee may elect to utilize a personal vehicle and retain all witness fees and expenses paid in lieu of payment of the three (3) hour minimum. There shall be no overlapping minimum payment periods pursuant to this section.

E. Minimum Call Back Pay

When an employee, except for a Resident Deputy is called back to duty by the Sheriff or his/her designee after the employee has left the worksite, the employee shall be credited for three (3) hours of work plus any additional time worked in excess of three (3) hours during which the employee is continuously engaged in assigned work. There shall be no overlapping minimum payment periods pursuant to this section.

Subsequent Call Back. If an employee completes a call back assignment in less than the three (3) hour call back period and is again called back to duty, the employee shall not receive an additional minimum three (3) hour payment for the second or subsequent call out , unless three (3) hours has passed between the initial call out and the next subsequent call-out. The employee shall continue to be paid beyond the original three (3) hours minimum call back time if the second or subsequent assignment exceeds the original three (3) hour call back period.

F. Minimum Call Back Pay - Resident Deputies

When a Resident Deputy is called back to duty, the employee shall be credited for one (1) hour of work plus any additional time worked in excess of one (1) hour during

which the employee is continuously engaged in assigned work. There shall be no overlapping minimum payment periods pursuant to this section.

Subsequent Call Back - Resident Deputies. If a Resident Deputy completes a call back assignment in less than the one (1) hour call back period and is again called back to duty, the employee shall not receive an additional minimum one (1) hour payment for the second or subsequent call out. The employee shall continue to be paid beyond the original one (1) hours minimum call back time if the second or subsequent assignment exceeds the original one (1) hour call back period.

G. Off-Duty Meetings and Training

If an employee is assigned to attend a staff meeting or training session during off-duty hours, the employee shall be paid a minimum of three (3) hours. Should the required staff meeting or training be scheduled less than three (3) hours before or after the employee's scheduled shift, the employee shall be paid on an hour for hour basis instead of the minimum three (3) hours. Should an employee receive less than 5 days notice for a meeting or training required by this section, the employee will be compensated at the 3-hour minimum rate.

H. Shift Holdover

If an employee is requested to remain at work beyond the employee's regularly scheduled shift, the employee will be paid only for those hours worked and will not receive the minimum three (3) hour call back pay.

I. Standby

1. When specifically assigned to be on standby duty by the Sheriff or his/her designee during specific hours, an employee shall be paid two dollars ($2.00) for each hour so assigned. Employees assigned to standby duty shall not be eligible for call back minimum when called to duty. Standby pay shall not apply to normally required availability of Resident Deputies. Resident Deputies may be asked to report their availability for call out without creating a standby circumstance.
2. In order for an employee to be eligible for standby pay, the employee must be specifically assigned to standby status and the employee must:
    a. review the projected standby assignment schedule within the deadlines established by the Sheriff;
    b. be available by telephone during standby assignment;
    c. contact the department/dispatch and respond promptly to the callback location within the time period established by the Sheriff;
    d. refrain from activities that may impair the employee's ability to perform assigned duties;

3. Standby pay is to be distinguished from uncompensated status of being "subject to call", wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

ARTICLE 16 GRIEVANCE PROCEDURE

A. Definitions

1. *Grievance.* A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects an employee or employees of the unit who are filing the grievance. The exercise or lack of exercise of County Rights (Article 6) is specifically excluded from the Grievance Procedure.

2. *Grievant.* A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of the County or the Association as a group grievance and shall thereafter be represented by a single grievant which may be the Association.

B. Process

1. *Informal Resolution.* Within seven (7) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with the immediate supervisor. A supervisor shall have seven (7) days to give an answer to the employee. An employee may choose to forego the informal resolution and proceed to Level 1, Formal Levels.

2. *Formal Levels.*
   Level 1: If the grievant is not satisfied with the written answer at Informal Resolution Level, the grievant may, within seven (7) days from the receipt of such answer, file a written grievance on the County's Grievance Form with the Sheriff with a copy to the County's Personnel Officer. Within fourteen (14) days of receipt of the written appeal, the Sheriff or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within fourteen (14) days.
   Level 2: If the grievant is not satisfied with the written answer from Level 1, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the County Commissioners. Within fourteen (14) days of

receipt of the written appeal, the County Commissioners or their designee, shall investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant within seven (7) days, which answer shall be final and binding unless, within fourteen (14) days, the grievant notifies the County Commissioners of his/her intention to appeal the matter to the External Hearing Officer. Minor Disciplinary Actions shall not be appealable to an External Hearing Officer.

C. Grievance Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.

2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.

3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.

4. Time limits and formal levels may be waived by mutual written consent of the parties.

5. Purely clerical errors shall not serve to invalidate a grievance.

6. Proof of service shall be accomplished by certified mail or personal service.

D. Effect of a Grievance

The making or filing of a grievance shall not prevent the County, the Sheriff or other authorized person from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken even though the action may involve or be a part of the subject matter of the grievance.

ARTICLE 17 DISCIPLINARY ACTION

Note: The parties recognize that State law N.R.S. 289, establishes certain procedures and rights applicable to bargaining unit members.

A. Disciplinary Action

The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such reasonable standards shall be considered just cause for appropriate disciplinary action.

Disciplinary action shall be for just cause and may be based upon any of the following grounds as reasonably determined: failure to fully perform required duties, insubordination, violation of the employer's written policies or rules, unexcused absences, misuse or abuse of employer property or equipment, substandard job performance, commission of a felony or other lesser crime involving moral turpitude, on or off-duty conduct which relates to an employee's ability to satisfactorily perform his/her job, and other acts which are incompatible with the Law Enforcement Code of Ethics.

B. Disciplinary Guidelines

When, in the judgment of a Sheriff's Office supervisor, an employee has committed an act or omission which justifies a reprimand, demotion, suspension without pay, or discharge from employment, disciplinary action may be imposed. While the concept of progressive discipline is recognized in the usual case, the Sheriff reserves the right to initiate the type of discipline deemed appropriate to the alleged violation based upon the nature and severity of the offense.

C. Types of Disciplinary Action

1. *Oral Reprimand.* An oral correction addressed to an employee by his/her supervisor as to the propriety of an employee's action(s) or inaction(s). An oral reprimand may be documented for future reference and placed in the employee's personnel file; however, the oral reprimand will be removed if requested by the employee upon completion of the employee's next annual review.
2. *Written Reprimand.* A written criticism of an employee's conduct, usually concerning an infraction of County rules of conduct, regulations, performance, or Department Policies and Procedures. The reprimand is to be in written form, signed by the employee and the supervisor. A copy will remain with the supervisor issuing the reprimand, a copy delivered to the offending employee, with an additional signed copy to the official personnel file in the County. Unless the employee provides a written request to the contrary, a copy shall also be forwarded to the Association. Signature by the employee shall not constitute agreement with the reprimand, but only as acknowledgment of the receipt of the reprimand.
   Two years from the date of a written reprimand, the disciplined employee may request that the Sheriff remove the written reprimand and the employee's response to a separate file if there has been no recurrence of similar conduct since the reprimand was issued. The Sheriff shall determine whether the document(s) shall be removed following a meeting with the affected employee. Should the Sheriff decide, at his/her discretion, not to

remove the document(s), the Sheriff shall, at the request of the disciplined employee, remove the documents to a separate file three years after the date of the initial reprimand, provided there has been no recurrence of similar conduct since the reprimand was issued. The separate file shall be accessible only by the Sheriff or his/her designee.

3. *Disciplinary Leave or Suspension Without Pay.* Disciplinary leave without pay means a disciplinary measure providing that the offending employee is suspended from work without compensation for one or more days.
4. *Administrative Leave.* There are times during an inquiry into alleged misconduct or a critical incident that it would appear to be in the best interest of the County or the employee to relieve the employee from duty with pay pending the outcome of the inquiry. An Administrative Leave shall not cause loss of compensation unless later converted to a Disciplinary Leave Without Pay. An Administrative Leave is not a form of discipline in and of itself, unless it has been so designated in a particular case.
   The Sheriff may suspend all peace officer powers of an employee for the duration of an Administrative Leave and the employee shall relinquish possession of their badge and identification card and all other Pershing County Sheriff's Office equipment.
5. *Demotion.* A disciplinary demotion is a temporary or permanent reduction of an employee from a higher salary or classification to a lower salary or classification below that which was held by the employee on a regular basis.
6. *Discharge.* Termination of the services of an employee of Pershing County may be imposed for a gross violation of laws, ordinances, or rules and regulations; or for multiple violations of rules and regulations; or for inability or refusal to properly perform duly assigned tasks; for substance abuse or other actions which constitute cause for discharge. Discharge shall be imposed by the Sheriff or his/her designee, and shall be by written notice to the employee. One copy of such notice shall be delivered to the employee and one copy of the notice shall be placed in the employee's official personnel file maintained by the Sheriff's Office. Upon written request of the employee, a copy shall also be forwarded to the employee's Association.

D. Minor Disciplinary Actions

1. *Defined:* Oral reprimands, written reprimands, and suspensions without pay for sixteen (16) or fewer duty hours shall be considered minor disciplinary action.
2. *Procedure for Imposing and Appealing Minor Disciplinary Actions:* Minor disciplinary actions may only be appealed by an employee who has successfully completed the initial hire probationary period for their current

County employment. The following procedures shall apply exclusively to minor disciplinary actions:

a. Notice of Action: When a supervisor or manager believes it is necessary to impose a minor disciplinary action on an employee, the supervisor shall notify the employee in writing of his/her decision stating the reason for the action, the regulations or rules which have been violated, the specific action to be taken and the effective date of the action.

b. Appeal of Minor Disciplinary Actions: Within seven (7) days from receipt of the written notification, an employee who has received a written reprimand, or short suspension without pay, but believes the discipline is unwarranted, may appeal the action to level 2 of the Grievance Procedure of this agreement whereupon the decision shall be final.

E. *Severe Disciplinary Actions*

1. *Defined.* Demotion, suspensions without pay for more than sixteen (16) duty hours or discharge shall be considered a severe disciplinary action.
2. *Procedure for Imposing and Appealing Severe Disciplinary Action.* Severe disciplinary action may only be appealed by an employee who has successfully completed the initial hire probationary period for their County employment. The following procedures shall apply exclusively to severe disciplinary actions:

   a. Notice *of Proposed Action.* Before taking severe disciplinary action, the Sheriff or his/her designee shall serve on the employee, either personally or by certified mail, a Notice of Proposed Action, which shall contain the following:

      1. A statement of the action proposed to be taken.
      2. A copy of the charges, including the acts or omissions and grounds upon which the action is based.
      3. If it is claimed that the employee has violated a rule or regulation of the County or Department, a copy the rule(s) shall be included with the notice.
      4. A statement that the employee may review and request copies of materials upon which the proposed action is based prior to the response meeting.
      5. A statement that the employee has five (5) working days to respond to the Sheriff or his/her designee either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the Sheriff or his/her designee.

   b. *Response Meeting.*

1. The employee, upon whom the Notice of Proposed Action has been served, shall have five (5) working days to respond to the Sheriff or his/her designee either orally or in writing before the proposed action may be taken.
2. Upon application and for good cause, the Sheriff or his/her designee may extend the time period to respond.
3. If the employee chooses to respond orally, the employee shall be entitled to personal meeting with the Sheriff or his/her designee. At such meeting, the employee may be accompanied by an attorney or other representative.
4. Neither the Sheriff or designee nor the employee shall be entitled to call witnesses or take testimony.
5. At the meeting, the Sheriff or designee may consider information contained in the charges and recommendations and other information as well as information presented by the employee or his/her representative.
6. If during the Response Meeting information which could result in further investigation or new charges is brought out, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, the Sheriff may suspend the proceedings pending the outcome of the additional investigation and the employee shall be entitled to a reasonable continuance to respond to any new charges.

c. *Review/Action.* At the conclusion of the response meeting or within seven (7) calendar days, the Sheriff or designee shall issue an order taking or determining not to take disciplinary action and shall give written notice thereof to the employee. Such order shall be as follows:
   1. The order shall be in writing.
   2. State specifically the cause(s) of action.
   3. State the effective date of the action. Except for discharge, the effective date of severe disciplinary action shall not be less than seven (7) calendar days of the order unless a shorter time is mutually agreed to.
   4. Cause the order to be served on the employee, either personally or by certified mail.

F. Appeal of Severe Disciplinary Actions

Appeals of severe disciplinary actions are specifically excluded from the grievance procedure. In the case of severe disciplinary actions, the following appeal procedure shall apply.

1. If an employee has requested and participated in a response meeting with the Sheriff or designee as set forth above, the employee shall have the right to appeal the severe disciplinary action to the Discipline Appeals Board. Within ten (10) days after the receipt of the written order, the employee may file with the County Clerk a request in writing for a hearing before the Discipline Appeals Board to determine the reasonableness of the action and setting forth the specific grounds for appeal. Failure of the employee to request in writing a hearing before the Discipline Appeals Board, within the time specified, shall be deemed a waiver of any appeal process.
2. The Discipline Appeals Board shall hold a hearing within thirty (30) days after receipt of the written request for such hearing. The hearing may be private; however, the hearing must be open to the public if so requested by the employee. Each party shall have the right to be represented by legal counsel or other person of his/her choice
3. Within fifteen (15) days, the Discipline Appeals Board, by majority vote, shall recommend to the Sheriff to sustain, reject or modify the disciplinary action. The recommendation shall be taken under consideration by the Sheriff, who shall within ten (10) days, adopt or reject the findings of the Discipline Appeals Board.
4. Within ten (10) days after the receipt of the final decision of the Sheriff sustaining a Severe Disciplinary Action, the employee may file with the County Clerk, a request in writing for a hearing before an External Hearing Officer. Failure of the employee to request in writing a hearing before an External Hearing Officer, within the time specified, shall be deemed a waiver of any appeal process.
5. The Discipline Appeals Board shall be comprised of three (3) members, none of whom shall be an employee of Pershing County. A list of three (3) names for each category listed below shall be submitted by the Sheriff and three (3) names by the Association. The County and the Association shall draw numbers to determine who has first strike on the list. The parties shall alternately strike names, one category at a time in the order of the categories listed below, to determine the makeup of the Discipline Appeals Board for the pending appeal. Names shall be submitted by the parties for each of the following categories:
    a. A law enforcement manager of the rank of Lieutenant or above, from a city, county or State law enforcement agency;
    b. A law enforcement officer of the same rank as the appealing employee, from a city, county or State law enforcement agency, and;
    c. A District Attorney or Assistant/Deputy District Attorney from a Nevada County.

ARTICLE 18 EXTERNAL HEARING OFFICER

A. Designation

The External Hearing Officer (EHO) shall be chosen by mutual consent of the County Commissioners or its designee and the Association or its designee. If the parties fail to agree on an EHO, a list of five (5) shall be requested from the Federal Mediation and Conciliation Service. The parties shall alternately strike names of potential hearing officers, with the Association striking first.

B. Costs

The fees and expenses of the EHO and of a court reporter, if used, shall be shared equally by the employee or his/her representative organization and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.

C. Effect of Decision

Decisions of an EHO on matters properly before the EHO, shall be advisory to the County Board of Commissioners however, if the Commission overturns or fails to adopt the decision of the EHO as written, the County shall pay the costs and fees designated as "shared equally" in subsection "B" above. Within thirty (30) days of receipt of the EHO's recommendation, the Board shall make the final decision which in its discretion it deems proper after review of the EHO's report or conducting further investigation as it sees fit. If the Board has taken no action after having been in receipt of the EHO's decision for thirty (30) days, the decision of the EHO shall become final.

D. Authority of External Hearing Officer

No External Hearing Officer shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this represented unit and:

1. Unless such dispute falls within the definition of a grievance as set forth in the Grievance Procedure, and has been processed in accordance with all provisions thereof and herein, or
2. Involves a Severe Disciplinary Action properly appealed through the Disciplinary Procedure.

No External Hearing Officer shall have the power to amend or modify this Agreement or addenda supplementary thereto or to establish any new terms or conditions of employment. The EHO's authority shall be limited only to the application and interpretation of the provisions of this negotiated Agreement.

E. Rules of Evidence

Strict rules of evidence shall not apply. However, rules of evidence and procedures for conduct of hearings shall be guided by the standards in the American Arbitration Association Voluntary Arbitration Rules.

F. Matters Subject to Hearing Officer Procedure

Requested remedies to create, add to, or change this written Agreement or addenda supplementary hereto shall not be grievable nor submitted to an EHO; and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of County Rights, (Article 6), shall be submitted to this procedure.

G. Privacy of Hearings

All hearings held by an External Hearing Officer shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

ARTICLE 19 LAYOFF PROCEDURE

A. Positions To Be Eliminated

If the County determines the need for a reduction in its work force, written notice of not less than two (2) weeks shall be provided to regular employees to be laid off. The Sheriff will determine the positions to be eliminated and the employees to be laid off within each affected job class.

B. Order of Layoff

1. *Seniority.* Initially the Sheriff shall consider employees for layoff in the inverse order of seniority. Seniority shall be determined on the basis of uninterrupted employment with the Sheriff s Office in the employee's current class.
2. *Review of Qualifications.* When selecting which employee will be laid off, the Sheriff will review the qualifications of the employee with the least seniority in the affected job class. If the Sheriff finds an employee with less seniority has qualifications which are needed by the department and those qualifications are equal to or greater than those of an employee with greater seniority, and the documented performance of the employee with lesser seniority is better than that of the more senior employee the County may layoff the employee with the higher seniority.
3. *Qualifications.* Qualifications to be considered in determining exceptions to seniority order shall include knowledge, skill, ability, and certificates required for job functions to be assigned to the remaining staff, as well as

previous experience in performing the essential functions and job performance. Job performance shall be determined on the basis of the employee's record of job performance as documented in the employee's personnel file.

4. *Order of Layoff.* After consideration of seniority within class, qualifications, and performance, any ties shall be broken by total seniority within the department.
5. *Bumping Rights.* An employee who was initially hired by the Sheriff into a class with a lower rank than his/her current class shall have the right to bump an employee in such lower class if s/he has more seniority in the lower class. Such bumping rights may be exercised subject to the Sheriff s review of performance and qualifications outlined above.

C. Appeal Procedure

1. *Notice of Appeal.* In the event that an employee who has been laid off out of seniority order believes the decision based upon performance and/or qualifications is incorrect, s/he may request that the Association appeal the Sheriff's determination. If the Association finds there is good reason to believe that the Sheriff has erred in his/her decision, it may appeal through the process set forth in this Article. Such appeal shall be filed within five (5) working days of delivery of the layoff notice to the employee.
2. *Appeal Review Committee.* When an appeal is filed, the Association shall identify two (2) persons to serve on a review committee at the time of the appeal. The Sheriff shall then appoint two (2) persons to the committee. Each of the persons appointed to the committee shall be familiar with the work of the Department and of the job class from which lay off is to be made. The committee shall meet within five (5) days of delivery of the Notice of Appeal to the County. It shall review the basis for the Sheriff's layoff decision and the reasons the employee believes the decision is in error. The committee shall then determine whether the Sheriff's decision was reasonable and on that basis either confirm or reject the Sheriff's decision.

   If the committee cannot reach agreement regarding the Sheriff's decision regarding order of layoff, it shall within three (3) days of its initial meeting, request the participation of a Federal Mediator. The services of the mediator will be jointly requested by the County and the Association on an urgent basis. The mediator shall seek to achieve a consensus decision among the committee members. If none is reached the mediator shall become a voting member of the committee.

   The determination of the committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.

D. Recall Rights

Laid off employees will have a right to return to a vacancy in the same class and department from which they were laid off. Recall shall be in inverse order of layoff.

1. *Recall List.* Employees shall remain on the recall list for one year following the date of layoff provided, however, laid off employees shall be removed from the recall list if:
    a. They accept recall to a position in a class at the same salary range as the position from which they were laid off, or
    b. They decline appointment to a position in the same department and in a class at the same salary range as the position from which their lay off occurred, or
    c. They fail to report for duty within fifteen (15) calendar days of mailing of Notice of Recall to County employment.
2. *Recall Notice.* Notice of Recall or available position may be made in person or by U.S. Mail, return receipt requested. It is the responsibility of each laid off employee notify the Sheriff of his/her current address.

ARTICLE 20 PEACEFUL PERFORMANCE

A. Prohibitions

The parties to this Agreement recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Pershing. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing in connection with a labor dispute (hereinafter collectively referred to as work stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. The County shall not be required to negotiate on the merits of any disputes which may have given rise to such work stoppage until said work-stoppage has ceased.

B. Responsibilities of Association

In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work-stoppage is in violation of law, and this Agreement, and is unauthorized, and shall further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage the Association promptly, and in good faith, performs the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged

such work-stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 21 FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. Full Understanding

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety. The preceding reference to "matters ... superseded or terminated... "shall not apply to those topics in the County's Personnel Code not addressed herein and pertaining to members of this unit, which topics are specifically stated as covered within the mandatory scope of bargaining as listed in N.R.S. 288.150.2.

B. No Interim Bargaining

It is agreed and understood that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that during the term of this agreement, with the exception of section C below, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement. An exception to this restriction shall be any changes in health plan coverage in April 2008 and/or 2009.

C. Modification

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Sheriff and/or the Board of County Commissioners.

D. Waiver

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 22 SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 23 TERM OF AGREEMENT

The County and the Association agree that the term of this Agreement shall commence at 12:01 a.m. July 1, 2012, and expire at midnight on June 30, 2015. Unless otherwise noted herein, any changes caused by the approval of this agreement shall be prospective and implemented as of the first payroll period immediately succeeding its formal adoption by the Board.

In witness whereof, the persons representing the parties to this Agreement as shown below hereby place their signatures indicating agreement was reached on August 21, 2013:

For Pershing County:

Gene Bell, Chief Negotiator

Karen Wesner, Team Member

Lacy Donaldson, Team Member

DATE August 21, 2013

For the Pershing County Law Enforcement Association:

Scott Fullerton, Chief Negotiator

Nathan Carmichael, Team Member

Michael Stephens, Team Member

Philip Dickerman, Team Member

DATE _____

APPROVED BY THE PERSHING COUNTY BOARD OF COMMISSIONERS:

Darin Bloyed, Chairman

Pat Irwin , Commissioner

Carol Shank, Commissioner

For Operating Engineers, Local Union #3:

Russ Burns, Business Manager, Local 3, Operating Engineers Union

Jim Sullivan Recording Corresponding Sec'y Local 3, Operating Engineers Union

Rick Davis, Public Employee Director Local 3, Operating Engineers Union

Rod Young, Steve Ingersoll, District Representative, District 11

Scott Fullerton, Business Agent Local 3, Operating Engineers Union

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DATE

APPROVED BY THE PERSHING COUNTY BOARD OF COMMISSIONERS:

Darin Bloyed, Chairman

Pat Irwin , Commissioner

Carol Shank, Commissioner

For Operating Engineers, Local Union #3:

Russ Burns, Business Manager,
Local 3, Operating Engineers Union

Jim Sullivan Recording Corresponding Sec'y Local 3, Operating Engineers Union

Rick Davis, Public Employee Director
Local 3, Operating Engineers Union

Rod Young, District Representative
District II

Scott Fullerton, Business Agent
Local 3, Operating Engineers Union

APPENDIX A JOB CLASSES AND SALARY RANGES

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2012-2015 AGREEMENT WITH THE
PERSHING COUNTY LAW ENFORCEMENT ASSOCIATION

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