

# **Agreement**

between

**Douglas County, Nevada**

and the

**Douglas County Sheriff's Administration Protective Association**

July 1, 2024 - June 30, 2027

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# **Agreement**

between

## **Douglas County**

and the

## **Douglas County Sheriff's Administration Protective Association**

### **ARTICLE 1. PARTIES**

This agreement is entered into this 1<sup>st</sup> day of July, 2024, (the "Agreement") by and between the County of Douglas ("County" or "Management"), and the Douglas County Sheriff's Administration Protective Association ("Association" or "DCSAPA").

### **ARTICLE 2. TERM OF AGREEMENT**

- A. The term of this Agreement will commence effective July 1, 2024 and end on June 30, 2027.
- B. This Agreement will remain in full force and effect during any subsequent labor negotiations between the Association and the County.
- C. Notwithstanding any other provision of this Agreement and Article 2, after June 30, 2027, no increase in salaries, wages, or other monetary benefits, except step movement and longevity will occur or be paid by the County to any employee represented by the Association until a successor labor agreement is executed by the Association and the County. However the County, as an employer paying on behalf of an employee, is required by Nevada's Public Employees' Retirement System ("PERS") to pay contribution rates per NRS 286.421 which may result in reductions in employees' salaries.

### **ARTICLE 3. AUTHORIZED AGENTS**

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

#### **A. County's Principal Authorized Agent Shall Be:**

County Manager  
Douglas County  
P.O. Box 218  
Minden, Nevada 89423



**B. Association Principal Authorized Agent Shall Be:**

President Douglas County Sheriff's Administration Protective Association  
C/O DCSAPA  
P.O. Box 1153  
Minden, Nevada 89423

**ARTICLE 4. RECOGNITION**

**A. Collective Bargaining Agent**

The County recognizes the Association as the sole collective bargaining agent for all regularly budgeted employees of the County within job classifications covered by this Agreement who are presently employed and subsequently hired by the County at its location in Nevada.

**B. Negotiating Team**

The size of the respective bargaining teams for contract negotiations shall be no more than four (4) members. The four (4) members shall not include the chief negotiator for either party or any professionals hired by either the County or the Association. In addition, either party may, with prior notice to the other party, bring an additional member with special skills or information to the negotiation session.

**ARTICLE 5. ASSOCIATION RIGHTS**

**A. Bulletin Boards.**

The County will furnish bulletin board space where currently available. Only areas designated by the Sheriff or his designee may be used for the posting of notices. Bulletin boards shall only be used for the following notices:

1. Scheduled DCSAPA meeting, agenda, and minutes.
2. Information on DCSAPA elections and the results.
3. Information regarding DCSAPA social, recreational, and related news bulletins.
4. Reports of official business of DCSAPA, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or relate to political office, ballot issues or proposed ballot issues or the ballot process, nor shall they pertain to public issues which do not include the County or its relations with members of the Association. All notices to be posted must be dated and signed by an authorized representative of DCSAPA. County equipment, materials, supplies, or interdepartmental mail systems shall not be used for the preparation, reproduction, or distribution of notices, except as specifically allowed below.

**B. Interdepartmental Mail System.**

County agrees to allow limited use of the County's interdepartmental mail system and the County's e-mail system to the Association. Such use shall not include mass mailings of materials not suitable for posting under Section A. All use of the County e-mail system is subject to the County's internet and e-mail policy, including the provision that there is no reasonable expectation of privacy for messages placed on the system, and that all messages are subject to applicable provisions under the Nevada Public Records Law.

**C. Use of County Copy Machines.**

County agrees the Association may use County copy machines providing the following conditions are met:

1. DCSAPA will promptly notify the County of the number of copies made and reimburse County for the cost of the copies.
2. All copying will not be done during the employee's work hours (i.e., not during County time when the employee is receiving compensation).
3. DCSAPA use of copying facilities must not interfere with use of such facilities for County business.

**D. Dues Deductions.**

The parties agree that the County will provide payroll deduction to the Association on the following terms:

1. *Authorization.*

The County shall deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on a monthly basis. However, no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. Regardless of when the authorization form is executed, it is understood and agreed the County will not deduct dues for any period of time prior to the employee's first day of employment with the County. The deduction authorization form must specify any Association restriction on the employee's right to terminate his/her dues deduction authorization. The stated restriction must not require the employee to remain a member or continue dues deductions beyond the end of the calendar month of the employee's action to terminate such status.

2. *Amount of Dues.*

The Association shall certify to the County in writing the current rate of membership dues. The Association will notify the County of any change in the rate of membership dues at least sixty (60) days prior to the effective date of such change.

3. *Indemnification.*

The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and all other forms of liability or costs which shall arise out of or by reason of any action taken, or not taken, by the County under the provisions of this Article or through the proper execution of this Article.

**ARTICLE 6.**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**



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 specific provision of this Agreement. It is the ultimate right and responsibility of the County to manage its operations in the most efficient manner consistent with the best interests of all its citizens, taxpayers, and employees. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to, the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the work force and determine the number of employees needed;
6. To hire, transfer, promote, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;
8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions;
13. To establish initial salaries of new classifications;
14. To determine the methods, processes, means and places of providing services; and
15. To take whatever action necessary to prepare for and operate in an emergency.

Should the County desire to make a substantial change on an item within the mandatory scope of bargaining causing a major impact on unit employees, it shall first offer to meet and consult with the Association in an effort to reach a mutually agreeable course of action.

## **ARTICLE 7. SALARIES**

### **A. Salary.**

The salary schedules for the rank of Captain are set forth in Appendix "A" to this Agreement. Effective the first pay period following approval of this Agreement by the Board of County Commissioners pursuant to NRS 288.153(1) or 288.215(12), each employee will be placed in the salary steps as follows:

Employee Number	Initial Step Placement
1088	Step 5
3035	Step 10
3404	Step 3
3407	Step 5

The salary schedules are subject to change during the term of the Agreement as a result of the changes to the Cost of Living Adjustment as described in section B and the retirement contribution rate described in section D.

**B. Cost of Living Adjustment**

1. A cost of living adjustment ("COLA") will be made to each employee's pay rate and salary range the first pay period of each fiscal year, beginning in July 2025.
2. The COLA will be equal to the annual change in CPI (Consumer Price Index) for All Urban Consumers (CPI-U) according to the Bureau of Labor Statistics, (Series ID CUUR0400AA0) from December to December of each calendar year. This cost of living adjustment will be no less than 0% and no more than 5%, regardless of whether the actual change in the CPI is lower or higher than these caps.
3. A new Appendix A will be issued including the COLA for the fiscal year when the information becomes available.

**C. Annual Performance Evaluations and Step Progression**

1. All employees covered by this Agreement will receive annual performance evaluations. A copy of this written annual performance evaluation will be kept in the employee's personnel file in the County's Human Resources Department. The performance evaluation may be used when considering any employment action. The County establishes work performance standards which incorporate applicable safety standards, and the content of the work performance standards. The establishment of those work performance standards and the individual performance evaluation ratings assigned to individual employees are reserved to the County and are not subject to the grievance and arbitration provisions of this Agreement.
2. If an employee receives a "meets expectations" or better performance evaluation rating, an employee shall receive an increase of one-step on the first day of the pay period in which the anniversary of the date the employee was hired or received a promotion, whichever is later, occurs. If the employee receives a score below "meets expectation" on their performance evaluation, the employee will not receive a step increase. A rating which results in a denial of step increase will be appealable up the employee's chain of command up to the rank of Sheriff. An employee who is already at the highest salary step will not receive a step increase, regardless of performance evaluation rating.

**D. Public Employment Retirement (PERS) Contributions**

1. If PERS or the Nevada State Legislature takes any action to increase the total contribution rate in any single year in an amount of two percent (2%) or less during the term of this Agreement, the County will pay one-half of the increase, up to one percent (1%), and the employee's salary will be reduced by one-half of the increase, up to one percent (1%). However, the County will increase the employee's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the employee's salary.
2. If PERS or the Nevada State Legislature takes any action to increase the total contribution rate in any single year in an amount that exceeds two percent (2%) during the term of this Agreement, the County will pay one-half of the increase, and the employee's salary, as well as the salary range, will be reduced by one-half of the increase. However, the County will increase the



employee's salary, as well as the salary range, by one percent (1%) on the effective date of the reduction.

## **ARTICLE 8. INCENTIVE PAY**

All incentive pay amounts will be paid in addition to the employee's base wage. To the extent permitted, all incentive pays will be reported to PERS as pensionable compensation. Effective July 1 of each fiscal year, all incentive payments listed below, with the exception of longevity will increase by the amount of the COLA which is implemented on July 1 of that year.

### **A. Police Officer Standard Training Incentive.**

1. Employees will be paid Police Officer Standard Training ("P.O.S.T.") incentive pay to recognize the following listed training achievements, whichever is higher:
  - a. **Supervisor Level.** Employees who possess a Nevada P.O.S.T. Supervisor Certificate shall be paid the rate of pay outlined in the labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit.
  - b. **Management Level.** Employees who possess a Nevada P.O.S.T. Management Certificate shall be paid the rate of pay outlined in the labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit.
  - c. **Executive Level.** Employees who possess a Nevada P.O.S.T. Executive Certificate shall be paid a rate which is 25% greater than the rate established for Management Level P.O.S.T. incentive as outlined in subsection b.
2. The applicable P.O.S.T. incentive payment will become payable beginning the next pay period after notice of the employee's receiving the applicable P.O.S.T. certificate is provided to the Undersheriff.
3. Any elimination or reduction in Police Officer Standard Training Incentive in the labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit will be grounds for either party of this agreement to open Article 8(A) for negotiation.

### **B. Education Incentive Pay.**

1. Employees will be paid an educational incentive pay to recognize the following listed educational achievements, whichever is higher, from an accredited college or university:
  - a. **Associate's Degree:** A qualifying employee will receive an incentive payment at the rate outlined in the labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit.
  - b. **Bachelor's or Higher Degree:** A qualifying employee will receive an incentive payment at the rate outlined in the labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit.
2. An employee must submit a letter of request with a college transcript to the Human Resources Department before being eligible to receive Education Incentive Pay.

3. Education Incentive Pay will be paid beginning the next pay period after the Human Resources Department receives the required letter of request and college transcript.
4. Any elimination or reduction in Education Incentive in the labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit will be grounds for either party of this agreement to open Article 8(B) for negotiation.
5. Any employee who has received tuition reimbursement or aid under Douglas County's policy after July 1, 2024, is ineligible to receive Education Incentive Pay.

**C. Longevity.**

An employee who has completed at least five (5) full years of continuous full-time employment with the Douglas County Sheriff's Office as of July 1 of each year of subsequent continuous employment, will be eligible for longevity pay at the rate outlined in the labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit. Upon any break in employment the employee's service prior to the break in employment shall not count for the purpose of eligibility for longevity pay or the amount of longevity pay.

- A. Any elimination or reduction in Longevity in the labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit will be grounds for either party of this agreement to open Article 8(C) for negotiation.

**D. Working Above Class Pay.**

An employee who is designated by the Sheriff, to serve in an acting capacity to perform the full scope of duties of a higher classification shall be compensated consistent with Douglas County Policy 200.11. The Sheriff shall have full discretion to make a special assignment to an employee or to remove someone from such assignment.

## **ARTICLE 9. MEDICAL AND DENTAL INSURANCE**

**A. Health Insurance.**

1. The County will provide access to health insurance and will allow employees to choose benefits based on their individual needs.
2. The County will provide eligible employees with core medical, dental, vision and individual life insurance coverage, and provide premium contributions that will vary depending on the plan and coverage levels selected by each employee.
3. Medical insurance may be optional for employees that can provide acceptable proof of similar insurance coverage through another source. Approval for the waiver of medical insurance will be at the County's sole discretion.

**B. County Contribution To Health Benefit Package.**

A traditional medical plan and, if available, a High Deductible Plan will be offered to employees. One of these must be purchased unless waived pursuant to A(3) above.

The County's contributions shall be as follows:

1. 100% of the employee only premium cost of the lowest premium plan offered or 90% of the employee only premium of any other plan offered.



2. If the employee chooses any insurance coverage other than employee only (employee plus spouse, children, or family) the County will pay 75% of the premium cost of the lowest premium plan offered or 65% of the premium cost of any other plan offered.

**C. Monthly Contribution in Lieu of Medical Package**

Any employee who obtains a waiver of medical insurance pursuant to A(3) above will receive a monthly stipend of \$350 from the County. Dental and vision insurance coverage is mandatory, the cost of which is the sole responsibility of the employee.

**D. County Contribution To Dental, Vision and Life Insurance.**

For the term of this Agreement, the County will provide the following insurance benefits to covered employees:

1. Dental
  - a. The County will cover 100% of employee-only coverage.
  - b. 0% of dependent coverage.
2. Vision
  - a. The County will cover 100% of employee-only coverage.
  - b. 0% of dependent coverage.
3. Basic Life Insurance Coverage
  - a. The County will cover 100% of employee-only coverage of \$50,000.
  - b. 0% of dependent coverage.

**E. Payments and Benefits Upon Death**

1. In accordance with NRS 281.155, the beneficiary of any employee who becomes deceased while actively employed by the County will be entitled to all wages, reimbursements, and leave payouts the employee would be entitled to had the employee separated for any other reason.
2. Additionally, if an employee is killed in the line of duty, the County will provide the following additional benefits:
  - a. \$20,000 in addition to life insurance, to the beneficiary of the employee to assist in memorial, funeral, internment, or cremation expenses.
  - b. 100% of the medical premiums of the least expensive plan offered for the dependents of the deceased employee for a period of five years from the date of the employee's death.

**ARTICLE 10. HOURS.**

**A. Work Hours**

The County designates a 14-day work period ("full pay period") for purposes of compliance with the Fair Labor Standards Act ("FLSA"). Sheriff operations are a 24-hours a day, seven days a week and therefore a variable work schedule is necessary. To the extent the Sheriff determines it is efficient, serves the best interests of the County, and is practicable, a pay period shall normally consist of eighty (80) hours. Variable work schedules may include a combination of eight (8), nine (9), ten (10) hour workday or other workday as is more beneficial to the operations of the Sheriff's Office.

The classifications covered by this Agreement are exempt from the provisions of the FLSA and are ineligible for overtime compensation.

**ARTICLE 11. ADMINISTRATIVE LEAVE**

Employees shall be granted forty (40) hours of administrative leave each year as compensation for salary employees extra work hours responding to call outs, extra details, emergency responses that extend the employee's work hours.

**ARTICLE 12. PROFESSIONAL CONSULTATION**

Professional Consultation is defined as that circumstance which requires the employee so assigned to:

- 1. Be ready to respond in a reasonable time to calls for her/his service,
- 2. Be readily available at all hours by telephone, or other communication devices, and
- 3. Refrain from activities which might impair her/his performance of assigned duties upon call.

Professional Consultation shall be assigned in writing and will be compensated at the stated rate of \$100 per day and classified on the timesheet as "Professional Consultation Status".

**ARTICLE 13. LEGAL HOLIDAYS**

Employees covered by this Agreement shall receive eight (8) hours at their normal rate of pay regardless of hours worked or not work on the holiday. Legal holidays are defined as being those days provided for in NRS 236.015. If a holiday falls during an employee's leave, holiday time will not be charged as leave.

**ARTICLE 14. ANNUAL LEAVE**

**A. Basis of Accrual.**

Employees covered by this Agreement and employed on a continuous, full-time basis shall accrue annual leave credits on the basis of the schedule below.

**B. Schedule of Accrual.**

The following schedule of accrual of annual leave shall apply to employees based on full-time employment:

YEARS OF SERVICE	HOURS EARNED/ HOURS PAID	MAXIMUM HOURS/YEAR
Hiring date through 4 <sup>th</sup> years	.0577	120
5 <sup>th</sup> through 9 <sup>th</sup> years	.0750	156
10 <sup>th</sup> through 14 <sup>th</sup> years	.0813	169
15 <sup>th</sup> through 19 <sup>th</sup> years	.0860	179



**C. Payment on Separation.**

Employees who leave County service shall be paid for accrued annual leave.

**D. 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 hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.

**E. Carry-over of Annual Leave to Following Year.**

1. All annual leave not taken in excess of 240 hours will be forfeited at the beginning of the first full pay period of the subsequent calendar year.
2. A ninety (90) day extension of up to an additional eighty (80) hours may be granted by the Sheriff in the event the employee was unable to utilize the employee's hours due to management requirements. Carry-over authorization does not extend to any payment on separation under Section C.

**F. Approval for Use of Annual Leave.**

All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor. Requests for annual leave shall be submitted to the employee's supervisor for approval with the resulting vacation schedule based upon DCSO's legitimate operating needs. Requests for annual leave shall not be unreasonably denied. Conflicts between annual leave requests submitted in accordance with this section shall be resolved by: A) granting leave on a first-come, first-served basis and B) if two employees submit leave requests on the same day and those request conflict, then the more senior employee will be granted the leave.

## **ARTICLE 15. SICK LEAVE**

**A. Entitlement.**

All Association employees who are employed on a continuous full-time basis shall be credited with sick leave according to the schedule below.

**B. Sick Leave Accrual.**

Eligible employees shall accrue sick leave at the rate of .0462 hours for each hour worked up to a maximum of ninety-six (96) hours per year.

**C. Maximum Accrual Cap Provisions.**

1. An employee may not carry over more than the annual maximum hours per year. A total of no more than nine hundred and sixty (960) hours of sick leave may be credited to an employee. (Maximum Accrual Cap).
2. Employees whose sick leave bank balance is at the Maximum Accrual Cap shall continue to accrue hours at the normal rate for utilization only during that calendar year. All sick leave not taken in excess of these hours will be forfeited at the beginning of the first full pay period of the subsequent calendar year.

**D. Authorization for Usage.**

Employees are entitled to use sick leave in the event of a bona fide illness of an employee or member of the employee's immediate family upon the authorization of the Sheriff or his designee.

1. "Immediate Family" Defined.

Immediate family is defined as the spouse, parent, brother, sister, child, adopted child, step-child, grandparent, grandchild, or corresponding relation by affinity of the employee. In the case of any other relative of the employee, the Sheriff or designee may authorize such sick leave and notify Human Resources in writing. Employees must exhaust sick leave concurrently with any leave they are granted under the Family Medical Leave Act ("FMLA"). Annual leave may be used concurrently with FMLA upon the approval of the Sheriff.

2. Reporting Requirements.

Whenever possible, employees are expected to report any absence and the reason therefore to the employee's supervisor at least two (2) hours prior to when the employee's normal work shift commences. Failure to do so may cause the absence to be deemed an unexcused absence and will be unpaid leave. If the employee's supervisor is unavailable, the employee should notify the next supervisor in the chain of command.

3. Certificate of Illness. Physician certificates may be required by the County when there is an absence in excess of three (3) consecutive days or whenever there is reason to believe that sick leave is being abused or the absence is questionable. An employee may be required to be examined by a physician selected by the County for verification purposes. In the event of family/personal medical leave, the employee will complete the appropriate authorization form supplied by Human Resources in accordance with County policy. If an employee becomes ill or injured during a vacation leave of three (3) or more consecutive work shifts, the time will be recorded as sick leave only if it is substantiated by a written certification issued by the employee's treating physician.

4. Bereavement. In the event of death of an immediate family member as defined in Paragraph D of this Article, the employee shall be entitled to take twenty-four hours of leave for the purpose of attending a funeral or other last rites. Such leave shall be charged to sick leave, or to any other appropriate leave of absence, including leave without pay if no paid leave is accrued.

5. Maternity/Paternity. The parties agree to abide by all state and federal laws applicable to leave for maternity/paternity, including the FMLA.

**E. Excess to Worker's Compensation.**

Any Association employee who suffers an industrial injury during the course and scope of the employee's employment for the County and who is being compensated for total temporary disability ("TTD") benefits for an accepted workers' compensation claim, shall be entitled to excess workers' compensation until the employee is released from TTD or 90 calendar days pass, whichever is first. Excess workers' compensation shall be defined as the difference between the employee's base wage and the calculated TTD wage pursuant to NRS Chapters 616A-D. The employee's TTD wage and County excess workers' compensation will not exceed the employee's base wage. If the period of



TTD exceeds 90 calendar days or otherwise falls outside of this time period, the employee, at his or her option, may continue to supplement TTD payments by utilizing accrued sick, annual or CTO leave. Once such accrued sick, annual and CTO leave time is exhausted, the employee will only receive the employee's workers' compensation salary entitlement pursuant to NRS Chapters 616A-D.

During any period of time while the employee is receiving TTD, the employee shall continue to accumulate sick leave and annual leave at the same rate and in the same amounts as if the employee had been working.

The employee must follow all prescribed written safety policies and procedures to qualify for excess workers' compensation (e.g., wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions). The acceptance or denial of excess workers' compensation benefits is not subject to the grievance procedure.

**F. Sick Leave Payoff.**

1. Upon an employee's death or retirement, if the employee has a minimum of 400 hours in his or her sick leave bank the employee is eligible to receive payment for any accrued sick leave hours.
2. Employees shall be compensated based on the employee's years of continuous service to Douglas County, up to a maximum of 960 hours, as a percentage of their sick leave balance as follows:

<u>Years of Continuous Service</u>	<u>Percentage of Sick Leave Balance Paid</u>
0-14	-0-
15-19	50%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more years	100%

**G. Leave Donation.**

Employees covered by this contract who require additional leave time due to a catastrophic illness or injury may request additional leave time through notification to the DCSAPA executive board. All donations to the requesting employee will only be donated from the donor's annual leave at the donating employee's current base rate of pay then recalculated based on the requesting employee's base rate of pay in order to determine the number of hours the donor's time represents to the requesting employee. Any unused donated time will be returned to all donors on a prorated basis after being recalculated. No employee will receive more than 480 donated hours in a calendar year.

**ARTICLE 16. LEAVES OF ABSENCE**

**A. Eligibility.**

Leave without pay may be granted only to an employee who desires to return to County service after the period of leave and does not have annual leave available.

**B. Short-Term Leave Without Pay.**

Leave without pay (LWOP) of less than thirty (30) days may be granted by the Sheriff or his designee.

**C. Procedure for Short-Term LWOP.**

Leave without pay of thirty (30) days or less may be granted by the Sheriff or his designee. When short-term LWOP is granted, the Sheriff or his designee will notify Human Resources of such action in writing.

**D. Long-Term LWOP.**

For a period of thirty (30) days or more, leave without pay may be granted by the Sheriff or his designee. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave. LWOP may not extend for a period exceeding twenty-six (26) consecutive pay periods. When long-term LWOP is granted, the Sheriff or his designee will formally notify Human Resources of such action in writing.

**E. Elected Benefits.**

Arrangements regarding an employee's payment of dependent medical/dental insurance premiums and/or other voluntary deductions, if continuity is desired, must be made by the employee with the Human Resources Department prior to starting any unpaid leave of absence.

**F. Military Leave.**

1. An employee who is an active member of the National Guard or reserve component of the United States Armed Forces must notify the County of their active status upon their hire date or immediately upon activation. An employee who is an active member of the National Guard or any reserve component of the United States Armed Forces shall, upon request, be relieved from his or her duties to serve orders for military duty, without loss of pay or accrued leave for a period not to exceed fifteen (15) workdays in any calendar year. The duration of the workday will be dependent upon the orders received, and the employee's ability to return to work.
2. The employee must make their reserve status known to the County yearly and must provide as much advance notice as the employee can regarding any known reserve obligations to those responsible for staffing. Employees will provide a minimum of thirty (30) days' advance notice except during times of military conflict or other emergency activations when such notice is impossible or unreasonable based on the guidelines set forth through the Uniformed Services Employment and Reemployment Rights Act, as amended.
3. The County will comply with all applicable federal and state laws regarding the granting of military leave to effected employees and any compensation due to those employees.



## ARTICLE 17. PROBATIONARY PERIOD

### A. Promotional Probation.

Upon promotion to a classification with a higher salary scale, a County employee represented by the Association must serve the equivalent of twenty-six (26) full pay periods of full-time service as a probationary period, during which time the employee may be returned to the employee's previous job classification without cause or right of appeal at the sole discretion of the Sheriff.

## ARTICLE 18. EFFECTS OF LAY-OFF

### A. Identification of Positions.

If, due to lack of funds, lack of work, for enhanced efficiency, or curtailment of operations, it is necessary to reduce the County work force, the Sheriff or his designee will determine the classes and number of positions to be reduced. All non-permanent employees of the DCSO shall be laid off before any non-probationary, full-time employees. After the County has notified the employees who are to be laid off, the County will provide a list of such employees to the Association along with the applicable seniority list(s). The Association may request to meet and discuss the layoffs with the County.

### B. Seniority Determination.

Seniority for the purpose of a layoff is defined as length of continuous employment within DCSO.

### C. Layoff Order.

Employees will be laid off in reverse order of seniority except the Sheriff has the sole discretion to retain up to one (1) employee who would otherwise be subject to layoff or bumping as described in subsection E and lay off the next one (1) employee with greater seniority.

### D. Notice.

All regular, non-probationary employees due to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

### E. Posting.

The names of all employees laid off shall be placed on the reemployment list within the DCSO for the job classification involved in reverse order of layoff. Employees shall be recalled in the order in which their names are listed on the reemployment list.

### F. Reemployment.

An employee who is re-employed within one calendar year after the employee was laid off will be entitled to the reinstatement of any accrued and unused sick leave the employee had at the time the layoff occurred.

## ARTICLE 19. 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 the grievant. The exercise or lack of exercise of

County Rights (Article 6) is not grievable by a grievant. Grievances arising out of disciplinary actions are covered by Article 20, Employee Disciplinary Procedures.

2. **Grievant.** A grievant is an employee in a classification represented by the Association who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations of the Agreement which affect more than one employee in a substantially similar manner, may be consolidated at the discretion of management or the Association as a group grievance and will be represented by a single grievant or the Association. The Association may assert a grievance on behalf of an employee or group of employees in cases limited to alleged violations of sections which provide specific benefits to the Association under Articles 5, 9, and 23 subject to the specific provisions of Article 20.

3. **Day.** Day means a calendar day.

#### **B. General Provisions.**

1. If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance must be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager, or Human Resources Director as appropriate, fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level as if the employee had received a negative answer on the final day of the period available for the management response.
3. The grievant may be represented by a person of his/her choice at any level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Any service must be by certified mail or personal service.
6. A copy of all grievances filed at the Sheriff's level of this grievance procedure, not being processed by the Association, will be sent to the Association.

#### **C. Process.**

##### *1. Informal Level.*

Within ten (10) days from the event giving rise to a potential grievance or from the date the employee could reasonably have been expected to have had knowledge of the event, the employee may orally discuss the problem with his/her immediate supervisor, or Human Resources Director as appropriate. A supervisor, or the Human Resources Director, has seven (7) days to give an answer to the employee. Said answer shall be in written form.

##### *2. Formal Levels.*

Level 1: If the grievant is not satisfied with the resolution proposed at the informal level, the employee may, within ten (10) days of receipt of an answer, file a formal written grievance with the Sheriff (or designee), or Human Resources Director as appropriate, containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Sheriff (or designee), or Human Resources Director as appropriate, will, within ten (10) days, have a meeting with the grievant and within ten (10) days give a written answer to the grievant.



Level 2: The answer from the Sheriff (or designee) is final and binding unless, within fourteen (14) days, the grievant, notifies the County Manager of the grievant's intention to appeal the matter to the External Hearing Officer (EHO) as provided for in Article 21.

## **ARTICLE 20. EMPLOYEE DISCIPLINARY PROCEDURES**

### **A. Internal Investigations.**

Investigations of an Association employee who is the subject of an investigation in response to a complaint or allegation the employee has engaged in activities which could result in punitive action will be conducted in accordance with Rights of Peace Officers 289.020-289.120, except as set forth herein. Association employees may be suspended without pay during or pursuant to an investigation. Additionally, an Association employee who is the subject of an investigation may upon request have two representatives present with the Association employee during any phase of an interrogation or hearing relating to the investigation, including without limitation a lawyer, a representative of the Association or another peace officer who is not a member of another Douglas County peace officer's labor union.

### **B. Basis for Disciplinary Action.**

The tenure and status of every Association employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet these standards will be grounds for appropriate disciplinary action. Disciplinary action is for just cause and may, in addition to the causes set forth in the Personnel ordinances and policies, rules or regulations, be based upon any of the following grounds: Failure to fully perform required duties, insubordination, failure to comply with or abuse of County and DCSO policies or rules, unexcused absences, misuse or abuse of County property or equipment, substandard job performance, commission of a misdemeanor, gross misdemeanor, or felony and the commission of other acts which are incompatible with service to the public.

### **C. Types of Discipline.**

Two (2) types of discipline are recognized for the purpose of applying one of the procedures under this article. They are:

1. **Written Reprimands.** A written reprimand placed in the employee's personnel file by the Sheriff or his designee.
2. **Severe Disciplinary Action.** Includes discharge, demotion, or disciplinary suspension without pay for a full work week.

### **D. Response to a Written Reprimand.**

An employee shall be personally served with a written reprimand. After receiving a written reprimand, the employee may, within fourteen (14) calendar days, submit a written response to the written reprimand. The employee's written response shall be added to the employee's personnel file. The matter is then closed.

**E. Notice of Severe Disciplinary Action.**

For severe disciplinary action, the Undersheriff is designated by the Sheriff to advise the employee in writing of the proposed disciplinary action.

The written statement of proposed discipline must contain:

1. A description of the factual circumstances supporting the proposed disciplinary action.
2. A description of the employee's misconduct.
3. A statement of the proposed disciplinary action.
4. Notification that the employee may review or make copies of available investigation materials supporting the proposed disciplinary action.
5. Notification that the employee may submit a written response to the proposed disciplinary action and request a meeting with the Undersheriff within fourteen (14) calendar days of being personally served with a copy of the written statement of proposed discipline. If requested by the employee, the meeting with the Undersheriff will be held at a mutually agreed upon time and place.
6. A statement of the employee's right to representation.

**F. Undersheriff's Decision.**

1. If an employee does not submit a written response and request a meeting with the Undersheriff within fourteen (14) calendar days after being personally served with a copy of the written statement of the proposed discipline, then the Undersheriff may impose the proposed disciplinary action. The employee has no further appeal rights.
2. If the employee submits a written response to the proposed discipline and requests a meeting with the Undersheriff, the Undersheriff shall meet with the employee and review the basis of the proposed discipline. Following the meeting and a review of the proposed disciplinary action by the Undersheriff the Undersheriff will make a decision in the form of a signed statement indicating, if applicable, the decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action. The decision will be served on the employee by certified mail or personal delivery. The limited nature of this response does not change Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading the proposed discipline.

**G. Appeal from Severe Disciplinary Action.**

The Undersheriff's decision outlined in paragraph E may be appealed by submitting a written request to the Sheriff within ten (10) calendar days of receipt of the notice of the Undersheriff's decision. The Sheriff will determine the appropriate individual(s) to hear the appeal and render a final determination.

If within the ten (10) calendar day appeal period, an appeal is not submitted, the decision of the Undersheriff is conclusive, and the matter shall be closed with no further appeal rights.

**ARTICLE 21. EXTERNAL HEARING OFFICER**



**A. Designation.**

The External Hearing Officer (EHO) shall be selected from a list maintained by the Federal Mediation and Conciliation Service and the parties will use that service.

**B. Costs.**

The fees and expenses of the EHO and of a court reporter, if used, shall be shared equally by the Association and County. Each party shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. If either party rejects the EHO's decision as evidenced by overturning it or unsuccessfully seeking relief in Court to have it vacated or modified, the parties understand and agree that the party rejecting the EHO's decision is required to pay all costs incurred through the EHO process.

**C. Effect of Decision.**

The decisions of an EHO on matters properly before him/her shall be advisory to the Board of County Commissioners. Within sixty (60) days of receipt of the EHO's recommendation, the Board shall make a final decision on the advisory report of the EHO.

**D. Authority of the EHO.**

No EHO shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in the Association and such dispute also falls within the definition of a grievance as set forth in Article 19, Section A(1) (Grievance Procedure), and has been processed in accordance with all provision thereof and herein.

No EHO shall have the power to amend or modify a negotiated 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 the Agreement. No EHO shall have the power to alter, amend or modify any County or DCSO policy, procedure or regulation.

**E. Matters Subject to EHO Procedure.**

Proposals 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.

**F. 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.

## **ARTICLE 22. SAFETY**

**A. Safety Committee.**

The County, as required by NRS Chapter 618, has a Safety Committee to review complaints regarding unsafe working conditions and equipment. One (1) member of the Association shall serve

on the County Safety Committee. Meetings shall be held as required, but regular meetings shall not be scheduled more often than once a month.

**B. Safety Complaints.**

Complaints regarding unsafe working conditions and equipment may be submitted in writing to the Committee by any Association member. The complainant shall state the problem, propose what the complainant believes is a reasonable solution, and be signed by the complainant.

**C. Committee Action.**

The Committee shall review and discuss the written complaint at a regular meeting. The complainant may be asked to appear and offer further explanation. After reviewing the complaint, the Committee shall make a written recommendation to the Sheriff.

**D. Sheriff's Review.**

The Sheriff shall review all committee recommendations and make a decision to approve, modify or reject such recommendation within thirty (30) days.

**E. Appeal to Commission.**

Should the Safety Committee's recommendation not be approved, the Committee may request that the Risk Manager meet with the Committee in an attempt to resolve the difference or present the recommendation to the Board of County Commissioners. The action taken by the Board of County Commissioners after reviewing the matter shall be final and binding. Safety complaints shall not be subject to the grievance procedure.

## **ARTICLE 23. UNIFORMS AND SAFETY EQUIPMENT**

**A. Uniforms.**

The County agrees to provide an annual uniform allowance of \$1,200 per employee. A Six Hundred Dollar (\$600.00) uniform allowance will be paid with the employee's first paycheck in June and December.

**B. Ballistic Vests.**

1. Replacement Vest. The County will replace an employee's Vest, if purchased on or after January 2012, by no later than the expiration date of the Vest's warranty according to the manufacturer's specifications, up to the IIIA threat level. Employees must obtain their replacement Vest from a vendor selected by the County. If an employee chooses a Vest with a cost in excess of the County's contribution of \$1,000, the additional cost will be paid by the employee.
2. Standards. The County and Association mutually agree that the recognized guideline for Vests is the U.S. Department of Justice/NIC Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01, as amended) and that the current rating standard for threat level protection for the term of this Agreement is NIJ Standard – 01.01.04.
3. Duty of Care. Each employee is solely responsible for the inspection, care and maintenance of his or her Vest. If any employee reasonably believes his or her Vest should be replaced sooner than the warranty date indicated by the Vest's manufacturer, the employee will surrender the Vest



to the County for inspection. If the County or the manufacturer's inspection determines that the employee did not properly care and maintain the Vest according to the manufacturer's specifications, the employee will be responsible for the full replacement cost of the Vest.

4. Vest Threat Level. It is the sole responsibility of each employee to review the applicable standards and manufacturer's specifications to determine which threat level of Vest will be appropriate for the employee's specific work duties and circumstances and to replace worn or failed Vests.

**C. Uniform Requirement Changes.**

If the Sheriff changes the uniform requirements which necessitates the purchase of additional equipment or uniform articles by the employees, the County agrees to provide the initial piece of equipment or uniform article to each employee.

**D. Replacement of Destroyed or Damaged Uniforms and Safety Equipment.**

If an employee's uniform or safety equipment is destroyed or damaged beyond repair during an on-duty action, the County will replace that uniform or equipment provided that the employee has prepared a report and pulled a case number documenting the destruction.

**ARTICLE 24. REPLACEMENT OF PERSONAL PROPERTY**

**A. Replacement Cost Limits.**

The County and the Association agree that reasonable replacement cost limits may be placed upon certain items. The employee shall, to the extent practicable, provide receipts or other document justifying the loss and verifying the purchase. Following is a list of items and replacement cost limits. Reasonable replacement cost limits for items not listed but approved for reimbursement, will be determined by the Sheriff and shall be determined on a case-by-case basis.

<u>ITEMS</u>	<u>MAXIMUM AMOUNT PER YEAR</u>
1. Prescription Eyeglasses	\$200
2. Contact Lenses	\$200
3. Watches	\$50
4. Cellular Phone	\$500

An Incident Report must be filed with Douglas County Sheriff's Office Administration before payment will be made.

**ARTICLE 25. DRUG TESTING**

The County's drug and alcohol testing policy shall be in effect. The parties will meet and confer if substantial changes regarding discipline are proposed by the County. However, if state or federal law requires the County to make those changes, they will be implemented as required and within applicable time frames, with notification to the Association. Nothing in this article shall preclude an employee or the Association from appealing disciplinary action pursuant to Article 20.

## **ARTICLE 26. PEACEFUL PERFORMANCE / NO STRIKE CLAUSE**

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 Douglas. The 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 Association take part in, any strike, sit-down, stay-in, sickout, slowdown, 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. In the event of any such work-stoppage by any member of the Association, 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.

In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the Association, the Association by its officers, shall immediately declare in writing and publicize that such work-stoppage is in violation of this Agreement and unauthorized, and 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 27. LABOR MANAGEMENT COMMITTEE**

### **A. Representatives and Function.**

A Labor-Management Committee of a minimum of three (3) representatives of the Employer and two (2) representatives of the Association will meet upon the request of either party. The meetings will be held at mutually agreed times and places and are for the purpose of:

1. Discussing the administration of this Agreement.
2. Exchange of general information of interest to both parties.
3. Giving the Association representatives the opportunity to share the views of their members or make suggestions on subject of interest to their members.
4. To meet and confer on health insurance when required by this Agreement.
5. Market comparisons at the end of this Agreement.
6. The Pay for Performance Plan.

### **B. Notice of Issues.**

Any issues to be discussed must be in writing and delivered by the requesting party to the other party at least seventy-two (72) hours before the scheduled meeting.

### **C. Recommendations.**

Any conclusions or mutual recommendations of this Committee must be reduced to writing.



**D. Advisory Function.**

The Labor Management Committee is advisory only and may not engage in collective bargaining or reach any agreements to amend the contract.

**E. Chairperson.**

The initial Chairperson will be an Association representative and at six (6) month intervals the position will alternate between the Association and County.

**F. Attendance by Other Persons.**

Additional persons may attend a meeting of the Labor-Management Committee to present information to the Labor-Management Committee at the request of either party provided at least twenty-four (24) hours' advance written notice is provided to the other party.

## **ARTICLE 28. COUNTY CODE AND POLICIES**

Except as expressly modified by this Agreement as a subject of mandatory bargaining pursuant to NRS 288.150(2), the Association understands and agrees that all County employees, including those employees represented by the Association, are subject to the personnel regulations of the Douglas County Code and the Douglas County Policies and Procedures.

## **ARTICLE 29. SAVINGS PROVISION**

Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of the Agreement shall remain in full force and effect until otherwise canceled or amended. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet for the purpose of renegotiating such invalid provision of the Agreement in an attempt to reach a fully valid Agreement.

In the event that Section A above is applicable or Chapter 288 of the Nevada Revised Statutes is amended, at the request of either party the County and Association negotiating teams will meet to discuss the ramification(s) of the changes in the law on the current Agreement.

## **ARTICLE 30. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

**A. Full Understanding.**

All matters within the scope of bargaining have been negotiated and agreed upon by County and the Association. Notwithstanding past agreements and practices, it is intended that this Agreement set forth the full and complete understanding and commitments between County and the Association.

**B. Alteration of Economic Benefits.**

During the term of this Agreement specific economic benefits which are listed as a subject of mandatory bargaining in NRS 288.150.2 shall not be changed, except by mutual agreement.

**C. Modification Requirements.**

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 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.

**E. Compliance with ADA.**

The parties recognize that the County may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of the Agreement. The parties agree that such accommodation shall not constitute a past practice or waiver by either party to its right to fully enforce such provision in the future with regard to persons not subject to the protections of the ADA.

Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the County. This section shall not be grievable nor subject to arbitration.

**F. Departmental Policies.**

Any departmental policy adopted by the Office of the Sheriff will not supersede the language of this Agreement and will have no bearing on the interpretation of the terms and conditions herein.



## SIGNATURE PAGE

***IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Fiscal Year 2022-2024 to be signed and intend to be legally bound thereby.***

### FOR THE COUNTY

Wendy Lang 6/7/24  
Wendy Lang, (Date)  
Chief Negotiator

Wesley Rice 6/20/2024  
Wesley Rice, Chairman (Date)  
Douglas County  
Board of Commissioners

### FOR THE ASSOCIATION

David Stanley 6-6-24  
David Stanley, (Date)  
Chief Negotiator

Daniel Britton 6-6-24  
Daniel Britton, President (Date)  
Douglas County Sheriff's Administration  
Protective Association

## APPENDIX "A"

### DOUGLAS COUNTY PAY PLAN - DCSAPA Positions Effective 07/01/2024

Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	\$131,361.54	\$135,438.23	\$139,641.44	\$143,975.09	\$148,443.23	\$153,050.03	\$157,799.81	\$162,696.99	\$167,746.14	\$172,952.00
Hourly	\$ 63.15	\$ 65.11	\$ 67.14	\$ 69.22	\$ 71.37	\$ 73.58	\$ 75.87	\$ 78.22	\$ 80.65	\$ 83.15