

E.C.S.D.A

Agreement

with

ESMERALDA COUNTY

July 2020 to June 2025

Preamble.....	3
ARTICLE 1 — Recognition.....	4
ARTICLE 2 — Definitions	4
ARTICLE 3 — Association Security.....	6
ARTICLE 4— Association Business	7
ARTICLE 5 — Management Rights.....	7
ARTICLE 6— Strikes & Lockouts.....	7
ARTICLE 7 — Non-Discrimination	8
ARTICLE 8 — Holiday	8
ARTICLE 9—Annual Leave	9
ARTICLE 10 — Sick Leave	10
ARTICLE 11 — Special Leaves	12
ARTICLE 12— Probationary Period	14
ARTICLE 13 — Disciplinary Action & Appeal.....	14
ARTICLE 14— Grievance Procedure	16
ARTICLE 15 — Compensation	19
ARTICLE 16 — On Call/Standby/Call Back	21
ARTICLE 17 — Overtime Compensation	22
ARTICLE 18 — Clothing / Equipment	22
ARTICLE 19— Health & Welfare Benefits	24
ARTICLE 20 — Training	26
ARTICLE 21 — Reduction in Force.....	26
ARTICLE 22— Hours of Work	26
ARTICLE 23 — Labor/Management Meetings	27
ARTICLE 24— Personnel Files	27
ARTICLE 25 — Performance Evaluations	28
ARTICLE 26 — General Provisions	28
ARTICLE 27 — Terms of Agreement.....	30
Uniform / Equipment Allowance approved List.....	31
Last Page — Deputies Equipment.....	32

Preamble

WHEREAS, the County is engaged in furnishing essential public services vital to the health, safety, and welfare of the population of the County of Esmeralda; and WHEREAS, both the County and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and WHEREAS, both parties recognize this mutual responsibility and have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the County and its employees; and with the intention and desire to foster and promote the responsibility of sound, stable, and peaceful labor relations between the County and its employees; and WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Nevada, except as modified in the Agreement; and WHEREAS, the parties have reached an understanding concerning wages, hours, and conditions of employment, and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1— Recognition

1. Esmeralda County, hereinafter referred to as “County”, recognizes the Esmeralda County Sheriff Deputies Association, hereinafter referred to as the “Association”, as the sole and exclusive bargaining representative of County employees with Peace Officer status as assigned to the classifications listed below.

2. Employees assigned to the following classifications are represented by the Association except as limited by Section 3 of this article.

Deputy Jailer
Deputy Sheriff
Corporal
Sergeant

3. County employees who are excluded from the bargaining unit are as follows:

- a. Those employees certified to another bargaining unit under the provisions of NRS Chapter 288.
- b. Confidential employees.
- c. Employees exempted in accordance with NRS 245.2 16.
- d. Temporary employees.
- e. Part-time hourly employees.

ARTICLE 2 — Definitions

1. Association is defined as the Esmeralda County Sheriff Deputies Association.

2. Call Back is defined as time when an employee has completed his/her regular tour of duty, is off duty for any period of time, and is requested to return to duty with less than 12 hours’ notice.

3. Catastrophic illness/injury is defined as an illness or injury that keeps an employee from performing the duties of their job (i.e., the employee is hospitalized, homebound, or is the primary care giver to a family member). The illness or injury cannot be a result of an illegal act, nor can it be intentionally self-inflicted.

4. Continuous creditable employment is defined as an unbroken period of regular or probationary full-time employment and/or regular-intermittent employment with the County.

a. The following circumstances shall not be considered as breaks in qualifying service.

- i. Authorized education leave
- ii. Time during which an employee is compensated for an on-the-job injury which is covered under workers’ compensation benefits.
- iii. Qualified and approved sick or family leave.
- iv. Leave of absence for approved military leave.

v. The resignation of the employee provided that s/he returns to County employment within ninety (90) calendar days from the effective date of his/her resignation.

vi. Qualified and approved unpaid leave.

vii. Disciplinary suspension for a period not to exceed thirty (30) calendar days.

b. Except for those circumstances delineated in section a above, any break in qualifying service shall result in a new "hire date" for purposes of determining whether longevity applies to the employee.

5. County is defined as Esmeralda County.

6. Demotion is defined as movement of an employee from one classification to another classification with a lower salary range.

7. Department is defined as a distinct, specialized division of the County (ie Esmeralda County Sheriff's Office, Goldfield Justice Court, Esmeralda County District Attorney's Office)

8. Department Head is defined as the official who is in charge of a Department within the County.

9. Domestic Partner is defined as those individuals recognized pursuant to NRS 122A.030 who have registered a valid domestic partnership pursuant to NRS 122A.100 and shall not have terminated that domestic partnership as provided in NRS 122A.300. The same family relationships and in-law status as referenced above shall apply to a registered domestic partner. No rights as a domestic partner may be claimed or otherwise exercised until the employee shall have provided the County with a copy of the certificate from the State of Nevada evidencing such registration.

10. Emergency is defined as a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health or property.

11. Employee is defined as a person who is employed in a position covered by this Agreement, for a wage to perform work for Esmeralda County.

12. Family/Family Member shall be defined as all family relations within the 3rd degree of consanguinity of the employee on the incorporated Consanguinity/Affinity chart.

13. Grievance is defined as a dispute between the County and an Employee, or the Association, involving a violation of the terms of this Agreement.

14. Grievant is defined as a County employee or group of employees, or the Association, who is/are covered by the provisions of the Agreement and believe(s) he, she, they, or it has/have been adversely affected by the matter being grieved.

15. Health Insurance is defined as Medical, prescription, dental and vision insurance.

16. Job Related Injury is defined as any injury or occupational disease that arose out of and in the course of his or her employment as determined pursuant to the provisions of the Nevada Industrial Insurance Act or Nevada Occupational Diseases Act.

17. Overtime is defined as all hours worked past normal duty hours paid at the rate of one-and one-half (1-1/2) times the normal hourly rate.
18. Probationary employee is defined as a person who has been employed by the County for a period of less than one year. During this time, they may be released without notice, reason or right of appeal.
19. Promotional employee is defined as an employee who has been promoted.
20. Seniority is defined as an employee's length of continuous service with the County, within or without the bargaining unit, measured in calendar days from the first day the employee actually worked for the County on or after the employee's most recent date of hire.
21. Seniority Pool is defined as all employees holding the same job classification in the same department.
22. Shift is defined as an employee's normal work day.
23. Standby time is defined as time in which an employee is expected to be available to respond to a request to return to work for duty assignment during off-duty hours.
24. Strike is defined as to include but not limited to any concerted stoppage of work; slowdown; interruption of any operation by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the County by the Association and/or its members.
25. Uniform is defined as required clothing and equipment for any position to include plain clothes.
26. Working Day is defined as any day that the County administration is open for business, exclusive of Saturdays, Sundays, and observed holidays.
27. Written is defined as communication by means of written symbols to include but not limited to, e-mail, fax, handwriting, typewritten documents.

ARTICLE 3 — Association Security

1. The County Clerk agrees to assist each individual Association member who wants to utilize the automatic withdrawal service for their Association dues.
2. The parties recognize the rights of all peace officers under NRS 289.
3. The County recognizes and agrees to deal with representatives of the Association on all matters covered by this agreement and pursuant to the provisions of NRS 288 and 289.
4. Any matters requiring an action of an Employee can be completed by the Association on behalf of the employee at their request and shall be considered the same as if the employee themselves had done it.

ARTICLE 4 — Association Business

1. The County agrees to allow the Association to post notices concerning legitimate Association business on County bulletin boards and distribute via County e-mail system. All notices to be posted will be sent to the Department Head in advance of posting/emailing.
2. The County will allow the association to use the County Property for the purpose of holding association meetings and for conducting association business relating to employment related issues, so long as it does not interfere with or disrupt the County's operations. The Department Head who has control over the desired building must be contacted and the use of the facilities requested at least 48 hours in advance by the association. Unless the facility is unavailable, the Department Head will not unreasonably withhold use of a meeting room.
3. The Department Head shall provide the Association President copies of all proposed changes to general orders, and rules and regulations prior to their effective date. Within 5 working days the Association President shall advise the Department Head of any legal objection to the policy. This shall be considered an "informal grievance" and if unable to be resolved at that level shall proceed through the grievance process.

ARTICLE 5 — Management Rights

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

ARTICLE 6 — Strikes & Lockouts

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

ARTICLE 7 — Non-Discrimination

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

ARTICLE 8— Holiday

1. The County and the Association agree that the following legal holidays will be observed (NRS 236.015):

- New Year's Eve — December 31
- New Year's Day - January 1st
- Martin Luther King Day - Third Monday in January
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4th
- Labor Day - First Monday in September
- Nevada Day - Last Friday in October
- Veteran's Day - November 11th
- Thanksgiving Day - Fourth Thursday in November
- Family Day - Friday following Fourth Thursday in November
- Christmas Eve- December 24th
- Christmas Day — December 25th

Any other day that may be declared as a national holiday by the President of the United States.
Any day that may be declared as a legal holiday by the Governor of the State of Nevada.

2. Holidays shall be observed on the date of the actual holiday except as otherwise provided in this Article.

3. Holiday Pay:

- a. **Holiday Not Worked:** If a paid holiday as defined by this article falls on an employee's regularly scheduled work day and the employee does not work then the employee shall receive a payment of

their regular hourly rate of pay for the amount of hours that the employee would have normally worked.

b. Holiday Off: If a paid holiday as defined by this article falls on an employee's regularly scheduled day off, then the employee shall receive an additional payment of eight (8) hours at their normal hourly rate of pay.

c. Holiday Worked: If an employee works a regularly scheduled shift during a paid holiday as defined by this article, then the employee shall be compensated by receiving 2.5 times their normal hourly rate of pay for all hours worked during that holiday.

d. Holiday Overtime: (Time worked in excess of scheduled shift on holiday) If an employee works overtime on a paid holiday as defined by this article, then the employee shall be compensated at a rate of 3.5 times their normal hourly rate of pay for each hour of overtime worked during that holiday.

5. In order to be entitled to a legal holiday as provided, employees shall be on pay status on their scheduled work day immediately preceding and immediately following such holiday, this provision shall not apply if the employee is forced to take unpaid time off due to disciplinary measures either preceding or following a holiday.

6. Employees who are off-duty on workers' compensation shall be considered on pay status and shall receive the appropriate holiday pay benefit.

ARTICLE 9 — Annual Leave

1. The County and the Association agree that annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business

2. Employees shall be eligible to take annual leave after six (6) months of continuous full-time service.

3. Accrual of annual leave, effective for eligible employees working on a full-time basis, shall be as follows:

LENGTH OF SERVICE HOURS ACCRUED

Hire Date to 8th Anniversary Date 10 hrs/Month

8th Anniversary Date to 12th Anniversary Date 12 hrs/Month

4. Annual leave accrues when the Employee is in a paid status.

a. This does not include non-pay status as a result of a disciplinary action.

5. Annual leave may be accrued without limit from January 1st to December 31st in any calendar year; provided, however, that:

a. The maximum annual leave accrual allowed on December 31st of each year is 240 hours for each employee. Any annual leave which exceeds the allowed maximum shall be forfeited on December 31st of each calendar year except as provided below.

- b. If an employee is denied use of accrued annual leave and the denial results in an employee's leave balance exceeding two hundred forty (240) hours at the end of a calendar year, the employee may be allowed to carry over excess leave into the next calendar year. To be eligible for carryover, the employee must have:
 - c. Requests for leave must have been made prior to December 15th. Requested use of the leave, which the employee will have accrued in excess of two hundred forty (240) hours at the end of the calendar year, to be taken prior to the end of March of the next year.
 - d. EXCEPTION: The employee will be eligible to carry over leave if a leave request was denied because another employee has been granted leave for the period in question before the employee's request was received.
 - e. The employee has the option to cash out any amount of his or her annual leave over the 240 limit at their current hourly rate of pay by December 31st of each calendar year. The request shall be made for any annual leave over the 240 hours, accrued between January 1st and December 31st. The request shall be made no later than January 15th. Payment of this bonus shall be in the form of a separate check, which shall be issued on the 2nd payday in January of the next year.
6. In the event of the death of an employee, the employee's beneficiary shall receive lump sum payment for all of the employee's accrued annual leave at the time of the employee's death.

ARTICLE 10— Sick Leave

1. All employees shall accrue ten (10) hours of sick leave per month as long as they are in a paid status.
 - a. The employee will not accrue sick time in a nonpaid status.
2. Employees shall receive their current hourly rate of pay for each hour of sick leave used.
3. All unused sick leave shall be carried over and added to the next year's accumulation up to a maximum 720 hours total.
4. An employee using sick leave shall be required to notify his/her duty station, or appropriate supervisor, no later than one (4) hour prior to the start of his/her scheduled shift. This may be waived if it is impossible for the employee to make a telephone call. If known, when making the phone call the employee shall advise as to the length of the sickness or injury.
5. Employees may use sick leave:
 - a. If they are incapacitated from the performance of their duties by illness or injury;
 - b. Attendance is prevented by public health requirements;
 - c. If required to absent themselves from work for the purpose of keeping an appointment with a doctor;
 - d. To personally care for a family member who is sick or ill pursuant to "FMLA" requirements or,
 - e. As bereavement leave to attend the funeral of a family member who is within the third degree of consanguinity or affinity (see attached Consanguinity/Affinity Chart). Sick leave, in such cases, may be granted up to a maximum of five (5) working days per each occurrence.

6. If an employee, employed for the entire calendar year, uses zero (0) hours of sick leave during that calendar year, that employee shall be entitled to cash out up to thirty-five (35) hours from accumulated total at his/her current hourly rate of pay, to be paid on the second payday in January. Payment of this bonus shall be in the form of a separate check. Accumulated sick leave hours will be reduced by the amount of hours cashed out.

7. If an employee, employed for the entire calendar year, uses forty (40) hours or less of sick leave during that calendar year, that employee shall be entitled to cash out up to twenty-four (24) hours from accumulated total at his/her current hourly rate of pay, to be paid on the second payday in January. a. Bereavement leave pursuant to 7(e) will not count against the Employee's eligibility for this bonus. b. Payment of this bonus shall be in the form of a separate check. Accumulated sick leave hours will be reduced by the amount of hours cashed out.

8. Sick leave may be donated to a catastrophic leave bank for use by employees with more than one year of service who:

- a. Have exhausted their sick leave bank;
- b. Must continue medical leave due to a catastrophic medical condition which is not the result of an on the job injury or illness; and
- c. Based on the statements from medical providers, are expected to return to work within a reasonable period of time.
- d. Donors to the catastrophic leave bank will be allowed two donations during any calendar year provided they will have a minimum of one hundred sixty (160) hours of sick leave remaining in their sick leave account after the donation is made.
- e. Donations to the catastrophic leave bank will:
 - i. Be placed in a leave bank based on their dollar value,
 - ii. Are irrevocable, and
 - iii. Are available to any eligible employee.
- f. Any employee desiring to use catastrophic leave will apply for said leave to the Association President. Upon receipt of the application and Association Executive Board approval, the President will forward the application to the County. Upon receipt of the application, the County shall provide the employee with the approved amount of sick leave from the catastrophic leave bank.

11. Employees who report sick shall be at their place of residence, a medical facility, or their doctor's office, or shall notify their supervisor of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity not consistent with the nature of the illness or injury when an employee is on sick leave, is considered evidence of abuse of sick leave.

12. Any Employee that leaves Esmeralda County Sheriff's Office after 10 (ten) years of service will receive the following;

- 10 years of service will receive 20% of all Sick time balance.
- 15 years of service will receive 40% of all sick time balance.

- 20 years of service will receive 60% of all sick time balance.

13. In the event of the death of an employee, the employee's beneficiary shall receive lump sum payment for all of the employee's accrued sick leave at the time of the employee's death.

ARTICLE 11— Special Leaves

1. Family Medical Leave Act

- a. The County will grant leave pursuant to the provisions of Public Law 103.3.
- b. Eligibility for leave under the provisions of the Family and Medical Leave act will be determined using a rolling twelve-month period looking backward from the date which the leave is requested.
- c. The County will require the employee to use all accrued paid leave before granting unpaid leave. An employee who has used all accrued paid leave and is still within the twelve-week period allowed by law, but in a leave without pay status, will have his/her health care benefits continued and paid for by the County through the remainder of the twelve-week period. He/she may elect to continue coverage at his/her own expenses if leave is approved beyond that period, as is permitted under the maternity/paternity provisions. Unpaid leave above and beyond that authorized pursuant to this agreement shall not count for purposes of seniority or any other rights or entitlement earned through employment, except as may be provided elsewhere in this agreement.
- d. The preceding sections are not intended to be all inclusive. Specific situations require reference to the provisions of Public Law 103.3.

2. Leave related to Job Related Injuries

- a. All employees shall be covered by Workers Compensation Program of the County's choice that conforms with the provisions of the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act and that provides for payment of job-related injury benefits and compensations for partial and total disability arising from job related injuries and occupational diseases.
- b. In the event an employee is absent from work due to a job-related injury he/she will be maintained in a full pay status at the appropriate rate for a period of time not to exceed one hundred (100) work days for each recognizable incident.
 - i. During this period, the employee shall not forfeit any accrued leaves.
 - ii. The employee shall return to the County any and all temporary total disability payments received from Workers Compensation Program during that time period.
- c. If an employee entitled to compensation disability benefits is unable to return to work following the one-hundred-day period, he/she may elect to utilize accrued leaves. If an employee elects to use accrued leaves while receiving workers compensation benefits, the amount of leave charged such employee shall be equal to the difference between the benefit received and the employee's salary prior to the injury or illness. The disability payments shall be paid to the County and the employee shall remain in a full pay status until all accruals have been exhausted.
- d. When accrued leaves have expired, if the employee is still, because of injury, unable to work, the employee will not be entitled to any supplemental compensation from the County, but shall receive

compensation checks directly through the workers' compensation insurance program.

e. An employee may decline to use any accruals while receiving disability compensation benefits through the workers' compensation insurance program. The employee shall be considered on leave of absence without pay during such period of time.

3. Education Leave

a. Pursuant to NRS 392.4577 County shall grant every employee who is a parent, guardian or custodian of a child who is enrolled in public school, four (4) hours of leave per school year, per child.

b. This leave shall be to:

i. Attend parent-teacher conferences;

ii. Attend school-related activities during regular school hours;

iii. Volunteer or otherwise be involved at the school in which his or her child is enrolled during regular school hours; and

iv. Attend school-sponsored events.

c. This leave shall be taken in increments of at least one (1) hour.

d. The employee shall provide a written request for the leave at least five (5) days before the leave is taken except in the event that the qualified event is an emergency with less than five (5) days' notice in which case the employee shall notify the County as soon as they are aware of the need for the leave.

e. The county is not required to pay an employee for any leave taken pursuant to this section, although if the employee has leave available, they may use such leave.

4. Military Leave

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

b. Any employee who is an active member of The United States Army Reserve, The United States Naval Reserve, The United States Marine Corps Reserve, The United States Coast Guard Reserve, The United States Air Force Reserve or The Nevada National Guard who is called to serve in a national or international deployment shall be granted leave and pay as prescribed by federal law.

5. Leave without pay

a. Job related injury pursuant to section 2 shall not be considered leave without pay for purposes of this section.

b. Leave without pay may be granted an employee for purposes normally covered by another form of leave when all paid leave balances have been exhausted.

c. Leave without pay must be approved by the employee's Department Head.

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

ARTICLE 12 — Probationary Period

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

ARTICLE 13 — Disciplinary Action & Appeal

1. The right to maintain discipline and efficiency of employees is vested exclusively in the County. Disciplinary action taken by the County, for unsatisfactory performance or for misconduct, shall include oral counseling (logbook notations), written reprimands, suspension with pay, and suspension without pay, demotion and discharge.
2. The level of severity of the discipline is dependent on the nature of the act, the employee's relevant history of discipline, and other relevant circumstances.
3. For immediate termination, refer to Esmeralda Sheriff's Office Policy.
4. Less serious performance or conduct issues may be dealt with by counseling employees and documenting such counseling in the supervisor's log book.
5. Multiple violations occurring during a single event shall be punished by only one disciplinary action for that event.
6. Disciplinary Action Process
 - a. Initiation of Disciplinary Action
 - i. All disciplinary action, with the exception of oral reprimands and log book notations, shall be initiated by the delivery of a notice of proposed disciplinary action to an employee. There shall be no appeal of oral reprimands or log book notations.

ii. The notice of proposed discipline must include the following information and/or allegations: (a.) The policy alleged to be violated, (b.) A detailed description of the alleged violation of the policy; and (c.) The disciplinary action(s) recommended or requested.

iii. The notice of proposed discipline shall be delivered to the employee, together with a notice that the employee has five (5) working days in which to file with the Department head, or his/her designee a request for a pre disciplinary hearing.

b. Suspension pending final decision

i. An employee may be suspended with pay pending a final decision on any proposed suspension with loss of pay for any proposed suspension with loss of pay for more than three (3) working days, demotion, or termination from employment.

ii. An employee may be suspended without pay pending final decision on any proposed discipline which is based upon a charge of which, if true, is a violation of criminal law; provided that such suspension must be accompanied by a filing of a formal criminal charge by the District Attorney's Office within three (3) working days of the suspension without pay.

1. When formal criminal charges are not filed, the suspension may revert to a suspension with pay.

2. If the discipline ultimately imposed provides for less time off without pay than the employee has suffered, the employee will be paid in full for any excess time off without pay.

c. Pre-Disciplinary Hearing

i. The Department Head or his /her designee shall have thirty (30) calendar days following completion of the investigation in which to render his/her decision about proposed discipline.

ii. Upon receipt of a notice of proposed discipline, the employee may request a pre-disciplinary hearing. The request for a pre-disciplinary hearing must be filed with the Department Head within five (5) working days of serving of the notice of proposed discipline.

iii. If the employee does not file a request for a pre-disciplinary hearing, the final decision-maker may implement the proposed discipline or any lesser discipline.

iv. Following receipt of a request for a pre-disciplinary hearing, the Department Head or his/her designee shall have ten (10) working days to set a date for the pre-disciplinary hearing. The Department Head, or his/her designee will attempt to hold the hearing at a time convenient to the employee and his/her representative or counsel; provided, however, that in no event shall the hearing be scheduled later than thirty (30) calendar days after delivery to the employee of the notice of proposed discipline.

v. The pre-disciplinary hearing shall be informal.

vi. Participation shall be limited to the employee, and up to two (2) representatives of his/her choosing, including but not limited to a lawyer, representative of a labor union or another peace officer, the Department Head, and/or his/her designee, the supervisor(s) who made the discipline request, counsel for the Department, and any witnesses called by the supervisor or the employee.

vii. No news releases shall be made concerning progress of any hearing.

viii. The Department Head, or his/her designee shall not have the authority to modify, amend, alter, add to, or subtract from any of the provisions of this Agreement.

ix. Each party shall bear its own costs of presentation.

d. Final Decision:

i. The Department Head, or his/her designee shall have thirty (30) calendar days following completion of the pre-disciplinary hearing in which to render his/her written decision.

- ii. The decision of the Department Head, or his/her designee is final and binding; provided, however, in cases of suspension the Employee may appeal such action as provided by Article 14 starting at step 3 of that article. In all other cases, the employee shall have no further right of appeal of the discipline.
 - iii. Copies of the final written decision shall be delivered to the employee and the Association.
7. This article shall not apply to the Department Head's decision that a promotional /probationary employee has not successfully completed his or her qualifying period in a specific position.

ARTICLE 14— Grievance Procedure

1. Purpose

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

2. Representation

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

3. Informal resolution:

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

4. Formal Grievance Procedure:

a. STEP 1

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

b. STEP 2

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

c. STEP 3

- i. Within ten (10) working days of the written decision the Employee may appeal in writing said disciplinary action to the County Commissioners.
- ii. Within ten (10) working days of receipt of a timely filed appeal of disciplinary action, the County Commissioners shall reply in writing.
- iii. Within ten (10) working days of receipt of the County Commissioners reply if the grievance is not settled in Step 3 the grievant(s) shall proceed to Step 4 of the formal grievance procedure.
- iv. In order for a non-disciplinary grievance to proceed from this point, the association must by agreement of their board, become the grievant. No individual non-discipline grievant may proceed past step 3 without the association support. In the event of a discipline grievance in which the Employee is preceding without Association support the cost of the grievance otherwise chargeable to the Association, shall be the Employee's responsibility.

d. STEP 4

- i. Within five (5) working days of receiving an unsatisfactory answer from the County Commissioners in Step 3 the grievant(s) shall notify the Department head, County

Commissioners, and District Attorney in writing of the intent to participate in a pre-arbitration conference with a mediator from the Federal Mediation Conciliation Services (FMCS).

ii. The grievant(s) shall contact the FMCS within ten (10) working days of the notice of intent and request proposed dates for the mediation session. The parties agree to participate in good faith in the mediation process, to include working cooperatively to schedule the mediation as quickly as feasible but in no event longer than sixty (60) days after initiation of the process with the FMCS.

iii. If the grievance is not settled in Step 4 the grievant(s) shall proceed to Step 5 of the formal grievance procedure.

e. STEP 5

i. Within ten (10) working days of the termination of the mediation process, The Association must give in writing a notice of intent to arbitrate the grievance to the Department Head, County Commissioners and the District Attorney (or his designee).

ii. Selection of arbitrator:

1. The Association shall request the FMCS to furnish a panel of seven (7) arbitrators and alternatively strike names from such list, starting with The Association, until one name remains. The last name remaining shall serve as Arbitrator.

2. Both parties agree this process shall be concluded not more than thirty (30) days after the panel of arbitrators is received from FMCS.

iii. Costs: The fees and expenses of the arbitrator shall be shared equally by The Association or the Employee and the County. Each party shall bear the costs of its own presentation, including legal or other representation fees.

iv. Jurisdiction:

1. The jurisdiction and authority of the arbitrator and his opinion shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue, including the determination of disputed facts upon which application of the Agreement depends.

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

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

5. All grievances shall be filed at the lowest level possible. However, where any respondent does not have the authority to settle the matter, the grievance shall be appealed to the step where the respondent has the authority to settle the dispute.

6. Where the grievance is not relative to a Department specific issue and is in fact with the County, the same grievance procedure shall be utilized with the following exceptions:

a. The grievance shall start with the head of the appropriate County Division (ie Human Resources, Payroll etc).

b. If the issue is not resolved informally, the grievance shall be submitted in writing to the head

of the appropriate County Division (ie Human Resources, Payroll etc) and a copy submitted to the District Attorney (or his designee) as the representative of the County.

c. If the issue is not resolved at that level, the matter shall proceed to Step 3 of the formal grievance process.

d. All time requirements still apply in these instances.

7. Time Limits:

a. In computing any period of time described or allowed in these procedures, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or a Holiday.

b. Time limits specified in the preceding sections may be extended by written agreement of both parties.

c. Failure on the part of the grievant(s) to file or process the grievance to the next step within the time limits prescribed in these procedures will deem the grievance withdrawn with prejudice, unless the time limits have been extended in writing by the parties.

d. Failure on the part of the County's representative to answer the grievance in the time limits established in these procedures will automatically result in the grievance being moved to the next step in the grievance procedure.

ARTICLE 15 — Compensation

1. Each employee covered by the terms of this Agreement shall be paid in accordance with the written job classification, and grade and step salary schedule for his/her job classification. The method of classification shall remain in full force and effect until changed in writing by mutual agreement through negotiations by the parties to this Agreement.
2. Each employee will be given a pay raise of \$3.00 per hour starting on July 1, 2020 of the pay they were receiving as of June 30, 2020.
3. All starting Deputies will receive the following;
 - a. Starting Street Deputies (CAT 1) will be paid \$18.43 per hour Pre P.O.S.T.
 - i. CAT 1 Deputies after passing P.O.S.T will be paid \$19.87 per hour.
 - ii. Sergeant will receive \$2.00 per hour over normal pay.
 - b. Starting Jail Deputies (CAT 3) will be paid \$17.87 per hour Pre P.O.S.T.
 - i. CAT 3 Deputies after passing P.O.S.T will be paid \$18.83 per hour.
 - ii. Corporal will receive \$1.00 per hour over normal pay.
4. Esmeralda County will pay 100% of pers. If pers increases after 2020, the Deputies will pay ½ of the pers increase in till the end of this contract in 2025.
5. All Pers deductions will be paid back to the Deputies from July 1, 2020 to the signing of this contract.
6. There shall be COLA (Cost of Living Adjustment) increase starting July 1st of every year.

7. The COLA will be decided by the CPI Western urban Rate averaged for the year.
8. At the request of the employee's paychecks will be paid through direct deposit at the financial establishment of their choosing (as long as it is available through that establishment) upon notification provided to the County.
9. Shift Differential: Employees who work hours between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of two dollars (\$2.00) per hour in addition to their regular rate of pay. Shift Differential Pay will be paid during Overtime Hours as well.
10. Incentive pay for degree or specialized duties
 - a. Incentive pay for Degree
 - i. Employees governed by this Contract shall receive step increases for earning degrees in law enforcement.
 - ii. To be eligible for the step increase the employee must inform the Sheriff of his / her intention to engage in the education program and receive written approval from the Sheriff prior to commencing the program. All continuing education shall be limited to that which is beneficial to the needs of the department.
 - iii. Incentive payment shall be as follows:
 1. Associates Degree: Two percent (2 %) of the base hourly rate of pay.
 2. Bachelor's Degree: Four percent (4%) of the base hourly rate of pay.
 - b. Incentive pay for law enforcement certificates
 - iv. The county shall authorize to all employees incentive pay for earning certain law enforcement certificates as follows:
 - a. Basic Post Certificate - One (1) step increase
 - b. Intermediate Post Certificate - Two percent (2%) increase in the base hourly rate of pay.
 - c. Advanced Post Certificate - Two percent (2%) increase in the base hourly rate of pay.
 - d. Managerial Post Certificate - Two percent (2%) increase in the base hourly rate of pay.
 - v. The increases for the post certificates shall be calculated outside of, and in addition to, the pay rate schedule.
 - c. Incentive pay for specialized duties:
 - vi. The Department Head may select, in writing, a deputy to perform additional specialized duties.
 - vii. The Department Head at his/her sole discretion may communicate announcements for specialized duty assignments to all duty stations and work sites.
 - viii. Officers assigned to more than one of the specialized assignments shall be eligible to receive assignment incentive pay for each specialized duty.
- ix. Such Deputy shall be paid an additional three percent (3%) applied to his/her hourly rate of pay as incentive for being certified and selected to perform the following specialized duties.

- A. Post-Certified Instructor
- B. Certified Range Master
- C. Post-Certified Field Training Officer ("FTO")
- D. Any other specialized instructor position as approved and authorized by the Sheriff and Commissioners.

7. Compensation upon promotion

- a. Promotion is defined as movement from one job classification in a Department to another job classification in the same Department.
 - b. Any employee promoted shall not be demoted without just cause after having completed their one-year qualifying period.
8. When a step-advancement is delayed solely through administrative delay or clerical error, the proper adjustment shall be made retroactive to the date it was originally due at a point no later than two (2) weeks beyond the scheduled due date.

ARTICLE 16 — On Call/Standby/Call Back

1. On call/Standby

- a. Personnel who are assigned to be on call/standby by a Sheriff shall be compensated for such on call/standby at the rate of (\$2.00) per hour. When an employee receiving standby pay is called to perform work during the standby period s/he shall be paid for any overtime hours worked as provided within this agreement.
- b. An employee shall not be assigned standby on his/her regular days off, or portion thereof, against the will of the employee, unless there is a public safety emergency.

2. Call back

- a. When required to respond to an emergency, the Department Head or his designated representative may call back one or more Employees.
- b. The Employee shall be paid at an overtime rate of pay.
- c. The Employee will be paid for a minimum of two (2) hours of call back pay.
- d. In the event the period of call back runs into an employee's normal tour of duty, such employee shall be paid overtime pay for only those hours worked outside of his/her normal tour of duty.
- e. An employee who works less than two (2) hours on the initial call-out and is then called out a second time during the initial two (2) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed two (2) hours. In this case he/she will be paid for the aggregate time so worked at overtime pay.
- f. In the event an employee is called out for a second time after the expiration of two (2) hours from the

first call-out, he/she shall be paid for a minimum of two (2) hours for each call-out except as provided in the previous paragraph.

g. Pay is not call-back pay for any employee who is:

i. Called into work while on standby notice;

ii. Not required to leave the premises where he is residing or located at the time of notification in order to respond; or

iii. Called back to work if the work begins 1 hour or less before or after his scheduled work shift.

ARTICLE 17 — Overtime Compensation

1. Overtime

a. Thirty (30) minutes past the normal shift constitutes one (1) hour of overtime.

b. Call-outs for members of the Department shall receive compensation at overtime pay for a minimum of two (2) hours.

c. All employees required to appear in court or before an administrative agency on official business during their off-duty time shall receive compensation at overtime pay for a minimum of two (2) hours.

d. All employees required to appear in court or before an administrative agency on official business during their regularly scheduled work shift shall receive their regular pay providing that any and all witness fees or pay are not taken. Employees shall report to work immediately after being excused.

e. Employees called to serve on jury duty on a normally scheduled shift shall receive their regular pay. Those persons called but not selected to serve on the jury shall report back to work when excused.

f. All deputies may be notified/called out by Dispatch, Supervisor and Sheriff.

ARTICLE 18— Clothing / Equipment

Sheriff Employee:

a. Each newly hired employee immediately upon his/her hire, shall be given a uniform / equipment that has been approved by the Commissioners (attached to the agreement on page 31).

1. All new Deputies will receive all equipment items that are approved by the Esmeralda County Commissioners. When Deputies leave employment with the Esmeralda County Sheriff's Office all items must be returned.

2. All Deputies will receive an Esmeralda County Sheriff's office Duty weapon, 3 mags and a holster. All items will be returned in working order after employment has ended with the Esmeralda County Sheriff's office.

b. Any newly hired employee who first is employed between April 1 and June 30, inclusive, of any given year, and who receives a new hire uniform/equipment allowance as provided in section 1 herein, shall not be entitled to the standard allowance until the fiscal year commencing on July 1 of the calendar year next following the calendar year in which that employee is hired.

c. Each employee shall be given a uniform/equipment allowance annually of two thousand (\$2,000.00). Annual period will be July 1 through June 30.

d. The allowance can be accessed by three options:

1. The employee can request an advance of their allowance at any time throughout the year for the items they wish to purchase. A copy of the quote for the items must be submitted and approved by the Sheriff to receive a separate check for those items.

2. The employee can have the Sheriff's office purchase the item on behalf of the employee. A copy of the quote for the items must be submitted to the Sheriff.

3. The employee can purchase the items themselves and submit the receipts to the Sheriff for reimbursement.

4. If the Sheriff does not approve the item, the employee can bring the item in front of the Commissioners for consideration.

e. The uniform / equipment items must be job related. See attachment for list of approved items. Items not on list must be approved through the Sheriff if employee wishes to purchase items with allowance.

f. Uniforms shall be kept at a high standard and, if not, the officer can be sent home to ensure that it is prior to going on duty.

2. County agrees to replace soft body armor prior to the expiration of the then currently assigned body armor.

3. Department issued clothing or equipment which is lost or damaged through carelessness or negligence of an employee shall be replaced or repaired at the employee's expense. If the Department determines that clothing or equipment has been lost or damaged through the carelessness or negligence of an employee, that employee may appeal the Department's determination through the non-disciplinary grievance procedures.

4. The County will compensate the Employee for any loss or damage to clothing/equipment, resulting from an event occurring in the line of duty and that requires an incident report or arrest report. Said employee will be compensated at a dollar value designed to replace like for-like in terms of damaged articles, when approved by department head or designee and submitted to the County Commissioners on a claim form, with evidence of the value of the loss.

5. The County agrees to reimburse employees for personal property items that are stolen, damaged, lost in a duty-related incident, or destroyed during an event occurring in the line of duty and that requires an

incident report or arrest report. Said employee will be compensated at a dollar value designed to replace like-for-like in terms of damaged articles, when approved by such employee's department head or designee and submitted to the County Commissioners on a claim form, with evidence of the value of the loss.

a. Such reimbursement by the County shall be limited to items of personal property that are reasonably required in order for the employee to perform his/her duties, including uniform items which are covered by the uniform allowance to include but not limited to weapons and related equipment, watches, eyeglasses/contacts, and cell phone.

b. It shall be further limited to situations in which the employee was not responsible for the loss/damage of the item.

6. All County issued equipment, including uniform identification patches, shall remain the property of the County and shall be returned to the County upon demand or upon termination. Equipment not returned or unaccounted for shall be charged to the employee.

7. If the Department Head changes the uniform requirements to be effective any time other than July 1st of any given year, and such change necessitate the purchase of additional equipment or uniform articles, the County agrees to provide the initial piece of equipment or uniform article to each employee.

8. All uniform/equipment allowance that is not spent on or before June 30 will be put back into the general fund.

ARTICLE 19— Health & Welfare Benefits

1. Eligibility

a. Employees hired shall be eligible for health, vision, dental and life insurance benefits effective the first of the month following 30 days of employment.

2. Health Insurance

a. The county will purchase for each employee, with a cost of (\$1.00) per month to the employee, medical coverage per the County selected primary plan. The County shall also provide, at no cost to the employee, dental coverage and vision coverage. The county will also provide dependent family plans at the cost of the employee for less the cost of the employee premium as follows:

	Health Premiums	Dental	Vision
1 dependent coverage	County pays 80% / Employee pays 20%	\$49.40	\$11.96
Family coverage	County pays 80% / Employee pays 20%	\$104.64	\$20.40

b. County agrees to divide the employee's contribution for family premiums bi-monthly.

c. The parties acknowledge that the group plans currently in place may not offer the same plans at the time of renewal. In the event that the current plan becomes unavailable at renewal time, the parties

agree to meet to select a replacement plan. The replacement plan shall provide as close to current benefits as is practical and available.

d. County agrees to pay any premium increases for employee only.

e. The County and the Association agree that this Article shall be subject to re-opening, upon call of either party, if the premium rate, would result in a premium increase.

3. Any employee who is an active member of The United States Army Reserve, The United States Naval Reserve, The United States Marine Corps Reserve, The United States Coast Guard Reserve, The United States Air Force Reserve or The Nevada National Guard who is under orders to serve in a national or international deployment shall be afforded continuous coverage of benefits without break until such time as United States Military insurance coverage takes effect.

4. The County will purchase for each employee, at no cost to the employee \$50,000 life insurance, which in the event of the death of an employee while employed by the County. Dependents may be covered as well by paying an additional premium of \$1.20 a month. This provides \$5,000 life insurance for spouse, \$2,000 for each child ages 26 months to 23 years and \$2,000.00 for each child 0 – 6 months.

5. The County shall abide by the federal and state laws, rules, regulations, and codes that have an impact upon the members of this unit in the workplace.

6. County shall make every reasonable effort to provide and maintain safe conditions of employment. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors.

7. The County shall immediately investigate all health and safety complaints and shall notify the complainant and the Association of the findings and actions to be taken within ten (10) days of the complaint being made.

A. If the County or employee does not agree to the finding's, a letter will be given to the Commissioner that is assigned to the Jail inspections and the complaint will go out to an outside source to review the health and safety of the complaint.

8. County will contribute (\$201.00) dollars a month, (\$2,412) dollars annually to each employee's (HSA) Health Savings Account.

9. Except in cases of a declared state of emergency, any employee that works in excess of sixteen or more (16) hours in any twenty-four (24) hour period shall be entitled to a period of recuperation of not less than eight (8) hours before the employee may be required to report for work on a scheduled shift or called back to duty. This provision shall not apply to court ordered appearances. Such rest period shall be taken without loss of any pay and employee shall not be required to make up such time.

ARTICLE 20—Training

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

ARTICLE 21 — Reduction in Force

1. Determination of Layoffs

- a. The County retains the right to determine the timing of layoffs, the number of employees to be laid off, the amount of time required to be laid off and in which seniority pool(s) layoffs will be affected as is consistent with the delineation of management rights set forth in Article 6 of this Agreement.
- b. The Department Head shall give written notice of the layoff, including the reason(s) for such action and the established length or duration of the layoff period, to the Association President and the affected employee(s) at least fourteen (14) calendar days prior to the effective date of the layoff.
- c. Prior to laying off any employee for any duration of time the County shall eliminate all unfilled budgeted positions, casual, temporary employees, part-time employees and employees in a probationary status.
- d. In deciding which person should be laid off and which retained, job-related factors such as an employee's job knowledge, skill, and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the reduction in force; attendance, safety, and disciplinary records; work performance with the County; and efficiency of operations will be considered. Where two employees are equally qualified under these factors, the employee with the most time served since the current hire date will be retained.

ARTICLE 22 — Hours of Work

1. The Department and the Association agree that the normal paid biweekly working hours shall be eighty (80) hours within the two-week pay period, inclusive of meals and breaks.
2. It is acknowledged that the Department Head has the full and unilateral right to set and/or change the hours of employment for Department employees.
3. **Meal break**
 - a. Employee working an eight (8) hour shifts. During an employee's duty shift, s/he will be allowed a thirty (30) minute meal break and two (2) additional fifteen (15) minute breaks or any combination.
 - b. Employee working a shift between eight (8) and twelve (12) hours. During an employee's duty shift, s/he will be allowed a forty-five (45) minute meal break and three (3) additional fifteen (15) minute

breaks, or any combination thereof.

c. Employees will not be called away from their rest or meal periods unless an emergency exists. In the event that an employee is called away from their meal period (during the first half of the meal period) due to an emergency, the employee shall be provided a second meal period.

ARTICLE 23 — Labor/Management Meetings

1. Meetings

a. A standing labor/management committee made up of representatives of the Department and the Association shall meet at a mutually agreed upon time and place, but not less than quarterly. The meetings will be set by the President of the Association.

b. The purposes of the meetings may be to:

i. Discuss the administration of this agreement

ii. Notify the association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association.

iii. Disseminate general information of interest to the parties'

c. To facilitate the adjustment of work schedules, the Association's representatives will notify their immediate supervisors of the dates and times of such meetings immediately upon receipt of the scheduled date.

d. All items resolved by the parties at the meetings shall be distributed to the Association and Department members as appropriate and as discussed.

ARTICLE 24— Personnel Files

1. Each employee and the employee's representative shall during normal business hours have a right to access his or her own personnel file by appointment.

2. The contents of personnel records shall be made available to the employee for inspection and review at the time of his/her appointment. At an employee's request, he or she shall be provided one (1) copy of any and all documents posted in the employee's file.

3. Before any adverse comment or document can be put into an employee's personnel file, the employee must be made aware of the comment or document by having read the comment or document and initialed or signed the same.

a. The employee may file a written response that is specific to the adverse comment or document entered into his/her personnel file within 30 days after he or she is asked to initial or sign the comment or document.

b. If a written response is prepared by the employee, the Department must attach the employee's written response to the adverse comment or document.

4. Progressive discipline

- a. Any record of sustained disciplinary action, in order to remain effective, must be placed in the employee's official personnel file at Human Resources and shall constitute the official record to be utilized in disciplinary proceedings.
- b. Any discipline not previously provided to the Employee shall not be used as a basis for subsequent progressive discipline except verbal counseling.

5. Purging

- a. All disciplinary matters may be removed from the personnel file upon request of the employee if two (2) years have passed without any further similar discipline.
- b. Purged documents may be retained by the Department pursuant to any applicable statutory document retention schedules; however, such documents shall not be used by the Department for disciplinary purposes in the future.

6. An employee's personnel file shall not be made available to any persons or organizations other than the Department and the employee without the employee's expressed authorization, unless pursuant to a court order or other statutory requirements.

7. Only one official personnel file shall be maintained on a bargaining unit member.

ARTICLE 25— Performance Evaluations

1. Per Esmeralda County Sheriff's Office Policy

ARTICLE 26— General Provisions

1. The county agrees to pay any increase in the percentage of contributions required by PERS.
2. This Agreement is the entire agreement of the parties and those areas specifically delineated, terminating all prior arrangements and practices and concluding all negotiations during the term of the Agreement, except as provided by virtue of existing policies and procedures. The County or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.
3. Should any provision of the Agreement be found in contravention of a federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.
4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

5. Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.

6. This Agreement is the entire agreement of the parties and those areas specifically delineated, terminating all prior arrangements and practices and concluding all negotiations during the term of the Agreement, except as provided by virtue of existing policies and procedures. The County or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.

7. Should any provision of the Agreement be found in contravention of a federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

ARTICLE 27 — Terms of Agreement

1. Except as otherwise provided herein, this Agreement and each of its provisions shall become effective upon approval and signing by both parties, and shall run in full force and effect until June 30, 2025 at 0000 hours.
2. If the term of this agreement expires, and a new collective bargaining agreement has not been signed by June 30, 2025 the Agreement shall continue in full force until such time as a new agreement is ratified.
3. Both parties agree to meet in good faith beginning February of 2025 until such time as a new agreement is ratified.
4. Any employee covered by the terms of this Agreement at any time, whether currently employed by Esmeralda County or not at the time of signing, is entitled to all applicable benefits currently within the Agreement, to include, but not limited to back pay.

IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly executed by their authorized representatives, effective this 15th day of August, 2020.

Esmeralda County, State of Nevada
Board of Commissioners



By: De Winsor

Esmeralda County Sheriff Deputies
Association



By: Matthew R. Kirkland, President

ATTEST:



Lacinda Elgan, County Clerk

Uniform / Equipment Allowance Approved List

<u>UNIFORMS</u>	<u>TOOLS & SUPPLIES</u>	<u>SAFETY GEAR</u>
Shirts	Batteries/Bulbs	Baton & Holder
Pants	Binoculars	Cuffs/Keys/Cases
Duty Belt	Ear/Eye Protection	Ear phone
Boots	Flashlight/Charger	Gun grips
Jackets	Gun cleaning supplies	Holsters
Caps	Gun Repairs	Key/Radio Holders
Beanies	Shoe shine supplies	Asp & Holder
Gloves	Voice recorder	OC Holder
External Vest Holder	Rope	Firearms
Tailoring/Alterations	Bags, Wraps, Braces	
Thermals/Windbreakers	GPS units	
Badge Holders	POST approved Training	
Belts/Keepers	Radios	
Name plates/Pins		

Notes:

Uniform / Equipment accessories and new items not on this list must get Sheriff's approval before purchase with allowance monies.

POST approved Training is all training outside of what the agency provides annually.

New Hire Equipment

- A. 1 Duty Waterproof Jacket with liner
- B. Expandable Baton
- C. 1 rechargeable flashlight
- D. 1 Duty Belt
- E. 1 Under belt
- F. 1 Double Magazine case
- G. 2 Single handcuff case
- H. 2 Sets of Handcuff's
- I. 1 Set of 4 belt keepers
- J. 1 Universal Radio Case
- K. 1 Key holder
- L. 1 Baton holder
- M.1 Defense spray holder
- N. 1 flashlight holder
- O. 1 Brass Nameplates
- P. 2 Long sleeve shirts
- Q. 2 Short sleeve shirts
- R. 2 pair of Tactical pants
- S. 1 Level duty holster
- T. 1 Gun
- U. 3 duty magazines