

AGREEMENT

BETWEEN

EUREKA COUNTY AND EUREKA COUNTY SHERIFF

AND

OPERATING ENGINEERS LOCAL 3

EUREKA COUNTY SHERIFF NON-SWORN EMPLOYEES

July 1, 2024 — June 30, 2026

TABLE OF CONTENTS

<u>ARTICLE 1: PREAMBLE</u>	3
<u>ARTICLE 2: RECOGNITION</u>	3
<u>ARTICLE 3: STRIKES AND LOCKOUTS</u>	4
<u>ARTICLE 4: MANAGEMENT RIGHTS</u>	4
<u>ARTICLE 5: UNION RIGHTS</u>	4
<u>ARTICLE 6: NON-DISCRIMINATION</u>	5
<u>ARTICLE 7: WORK HOURS</u>	5
<u>ARTICLE 8: HOLIDAYS AND HOLIDAY PAY</u>	6
<u>ARTICLE 9: VACATION LEAVE</u>	7
<u>ARTICLE 10 SICK LEAVE</u>	10
<u>ARTICLE 11: JOB CONNECTED INJURIES</u>	15
<u>ARTICLE 12: OVERTIME, CALL IN AND STANDBY PAY</u>	15
<u>ARTICLE 13: SENIORITY</u>	18
<u>ARTICLE 14: RESERVED</u>	19
<u>ARTICLE 15: COMPENSATION</u>	19
<u>ARTICLE 16: MEDICAL PLAN</u>	30
<u>ARTICLE 17: RESERVED</u>	31
<u>ARTICLE 18: RESERVED</u>	33
<u>ARTICLE 19: COURT APPEARANCES</u>	34
<u>ARTICLE 20: SIFT DIFFERENTIAL</u>	35
<u>ARTICLE 21: DUES DEDUCTION</u>	35
<u>ARTICLE 22: USE OF COUNTY FACILITIES</u>	35
<u>ARTICLE 23: RESERVED</u>	36
<u>ARTICLE 24: AMENDING PROCEDURE</u>	36
<u>ARTICLE 25: TERMINATION AND DISCIPLINARY ACTION</u>	36
<u>ARTICLE 26: GRIEVANCE PROCEDURE</u>	39
<u>ARTICLE 27: SAVINGS CLAUSE</u>	42
<u>ARTICLE 28: WARRANT OF AUTHORITY</u>	42
<u>ARTICLE 29: DRUG & ALCOHOL TESTING POLICY</u>	42
<u>ARTICLE 30: EFFECTIVE DATE AND DURATION</u>	42
<u>APPENDIX A</u>	43

ARTICLE 1: PREAMBLE

- 1.1 This Agreement is entered into between the County of Eureka, Nevada, hereinafter referred to as the "County", and the Operating Engineers Local 3, non-sworn employees, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationship between parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, pursuant to the provisions of N.R.S. 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.
- 1.2 For purposes of this Agreement, wherever the Authority of the Sheriff, Sheriff's office is referenced, his designee will be appropriate for substitutions.

ARTICLE 2: RECOGNITION

- 2.1 In accordance with the provisions of N.R.S. 288, the County recognizes the Union as the exclusive bargaining representative of those full-time employees in the non-sworn employees bargaining unit as listed below, Recognition of Union representation of probationary employees is limited by the terms of the various articles of this Agreement.
- 2.2 probation/introductory period will follow the County policy
- 2.3 Classifications in the bargaining unit:

Non-sworn Certified Employees*

Telecommunicator I/II/III
Civil Process Administrator
Records Technician/ Technical support
*No impasse rights under N.R.S. 288.215.

The parties recognize that additional classifications may be established and assigned to the bargaining unit. The County shall give written notification to the Union of all new job classifications it intends to implement at least thirty (30) days prior to said implementation.

ARTICLE 3: STRIKES AND LOCKOUTS

- 3.1 The Union agrees that there shall be no strikes against the County under any circumstances and that all County employees shall not be locked out and will continue to work under all circumstances.
- 3.2 For the purpose of the Agreement, the meaning of the word "strike" shall include, but not be limited to, any concerted stoppage of work,

slowdown, interruption of the operations of the County by the Union and/or its members.

- 3.3 The County will follow NRS 288, not lock out any employees during the term of this Agreement as a result of a labor dispute with the union.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The County retains the sole right to manage its affairs and direct its work force within the existing framework of the Nevada Revised Statutes, but not limited to the right to plan, direct and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff; assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting the quitting times; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations of its facilities; and to require compliance therewith by employees; to discipline and termination of employees for cause. The County shall have all other rights and prerogatives including those exercised unilaterally in the past subject to express restrictions on such rights, if any, as are provided in the Agreement or N.R.S. 288,

ARTICLE 5: UNION RIGHTS

- 5.1 Two (2) members of the Non-sworn negotiation Committee may be granted leave from duty with pay, for all meetings between the County and the Union for the purpose of negotiating the terms of this Agreement, when such meetings take place at the time during which such members are scheduled to be on duty.
- 5.2 One (1) Union Steward may be granted leave from duty with pay for all meetings between the County and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
- 5.3 Whenever conditions permit, two (2) union Stewards may be granted leave from duty for any reasonable and just cause as may be determined and granted by the Sheriff's office or his designee. Approval for such leave by the shall not be unreasonably denied.

- 5.4.1 The Union shall notify the County and the Sheriff's office of the designated business representative who shall be authorized to meet and confer with employees covered by this agreement and department heads concerning the enforcement of the provisions and terms of this agreement and other working conditions.
- 5.4.2 The Union shall, within thirty (30) days, of a change in Officers, notify the County and the Sheriff's office in writing of such changes. In any case, the County and Sheriff's office shall be provided a complete listing of Officers by January of each year.

ARTICLE 6: NON-DISCRIMINATION

- 6.1 The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of a negotiation unit, nor will the County encourage membership in another employee organization.
- 6.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, relationship, religion, sex, age, physical or visual handicap, national origin, sexual orientation or because of political or personal reasons or affiliations. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

ARTICLE 7: WORK HOURS

- 7.1 Scheduling of work shifts and work weeks shall be as directed by the Sheriff's office. The normal work periods for employees covered by this Agreement will be as follows:
- 7.2 For non-sworn certified employees, Bargaining, classified, the work schedule shall be forty (40) hours per week, including meal periods.
- 7.3 For all other non-sworn certified employees, the work schedule shall be forty (40) hours per week excluding meal periods.
- 7.4 Except during emergency situations, employees shall be permitted to take two (2) fifteen(15) minute coffee breaks or rest periods during each work day. At the employee's request and approval of the Sheriff's office or Designee, these breaks may be combined with the employee's meal period.

- 7.5 The Sheriff's Office may institute an alternative schedule for Bargaining employees. Prior to implementation of any such schedule the Sheriff's Office will issue written notice to the impacted employees. Notice of said action will be issued not less than thirty (30) businesses days prior to the date of implementation after approval by the County Commissioners, in non-emergency situations of the alternative schedule.

ARTICLE 8: HOLIDAYS AND HOLIDAY PAY

- 8.1 For purposes of this Article, "holiday pay" shall be defined as an increment of pay equal to the hours of the employee's regularly assigned shift at an employee's regular, straight time hourly rate.
- 8.2 Employees eligible for holiday pay shall receive the same for those holidays delineated as follows:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
Juneteenth June 19th (Emancipation Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving Day)
Day after Thanksgiving Day (Family Day)
December 25 (Christmas Day)

Any other day declared a holiday or day of mourning by the President of the United States, any day that may be declared as a holiday or day of mourning by the Governor of the State of Nevada, or any day that may be declared a holiday or day of mourning by the Eureka County Commissioners.

8.3 When an employee who is eligible for holiday pay, it shall follow County policy unless otherwise stated in this agreement.

- 8.4 When an employee who is eligihle for holiday pay is required, by order of the Sheriff's office, to work during his/her regularly scheduled work hours on a holiday, he/she shall receive, in addition to his/her holiday pay one and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked during the calendar holiday over the PERS full time equivalent hours.

- 8.5 For the purposes of Section 8.4, employees shall be paid holiday pay for their entire shift as stipulated in this section. Only those shifts that begin between 2400 hours the day prior to the calendar holiday thru 2359 hours on the calendar holiday shall receive holiday pay. Any shift not beginning between 2400 hours the day prior to the calendar holiday thru 2359 hours on the calendar holiday shall not be eligible for holiday pay regardless of when the shift ends or the amount of shift that falls on the calendar holiday.

ARTICLE 9: VACATION LEAVE

- 9.1 Vacation Accrual for Full-Time Employees: During the first six (6) months of employment of any employee, annual leave shall accrue, but no annual leave shall be taken during this period. Employees shall accrue vacation leave credit at a monthly equivalent of the rates established below:

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned	Maximum Accrual
One (1)	120 hours	240
one (1) but less than seven (7)	132 hours	240
Seven (7) but less than fifteen (15)	150 hours	240
Fifteen (15) or more	180 hours	240

For the purpose of computing credit for vacation, each employee shall be considered to work not more than forty (40) hours each week.

Total County service, even though interrupted, will be counted if a person returns to County service within two (2) years of his/her date of separation and he/she worked for at least three (3) continuous years prior to his or her separation from employment with the County subsequent to reemployment.

- 9.2 An employee will not be allowed to carry more than 240 hours vacation leave at any time, (July 1 through June 30). If an employee, does not take their leave, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour in excess of the maximum accrual amount up to 40 hours of their regular hourly rate and the number of hours paid shall be deducted from the employee's leave bank. If an employee is not able to take leave due to staffing requirements and all measures have been taken for that employee to take the leave, the County will pay out up to 40 hours of their regular hourly rate.

- 9.3 An employee shall be paid at his regular hourly rate for each hour of vacation leave time taken. Vacation leave shall be charged on the basis of one-quarter (1/4) hour for each one-quarter (1/4) hour or major portion of one-quarter (1/4) hour of vacation leave taken.
- 9.4 Vacation leave will be accrued twice monthly. Vacation leave taken during a pay period shall be charged before vacation leave earned during that pay period is credited.
- 9.5 Vacation leave shall not be granted in excess of the vacation credit earned.
- 9.6 Upon separation from service for any cause, an employee shall be paid a lump sum for unused or accumulated vacation leave earned through the last day worked up to 240 hours per County policy. If this date is earlier than the last day of the pay period, the vacation credit shall be prorated for that pay period.

ARTICLE 10: SICK AND OTHER LEAVE

- 10.1 Sick Leave will follow the County policy.
- 10.2 Bereavement Leave will follow County policy.
- 10.3 Significant Other Defined (County definition)

Spouse: A husband or wife of a person, regardless of gender.

- 10.4 Immediate Family Defined" use chart Consanguinity chart to the third level of consanguinity.
- 10.5 Catastrophic Leave Bank shall follow the County policy.

ARTICLE 11: JOB CONNECTED INJURIES

- 11.1 Workers' Compensation: will follow NRS and County policy.

ARTICLE 12: OVERTIME, CALL-IN AND STANDBY PAY

- 12.1 Overtime: will follow the NRS and County policy except for compensatory time and standby. Casual employees are not eligible to accumulate any hours of compensatory time. Overtime is time worked in excess of 40 hours per week.

12.2 COMPENSATORY TIME

1. Compensatory time is time off which may be given to an Employee during the Employee's regularly scheduled work period to compensate for overtime hours which are earned and accrued by an Employee in lieu of payment for employment. It is accrued at one and one-half (1 ½) hours compensatory time for each overtime hour worked. When an employee has worked overtime and would like to add the time to their compensatory bank instead of being paid overtime, it must be noted on the employee time sheet.

2. In emergencies and certain special events designated by the Sheriff's Office, the Sheriff's Office may require that Employees receive overtime pay in lieu of accruing compensatory time off. No Employee shall accrue more than one hundred and sixty (160) hours of additional work time to be paid as compensatory time (shown as accumulated time on the paycheck). Upon reaching the maximum of one hundred and sixty (160) hours to be paid off as compensatory time, all hours worked in addition to the regularly scheduled work period must be compensated at the overtime rate.

3. Granting of Compensatory Time Off: Employees will be allowed to use compensatory time upon request provided such use does not unduly disrupt Sheriff's Office operations. The Sheriff's office may deny an Employee's compensatory time request if the absence of the Employee would impose an unreasonable burden on the Sheriff's Office ability to meet its obligations.

12.3 Standby Time: Standby time is defined as any time other than time when the employee is actually working, which has been specifically scheduled and directed by the Sheriff's office or his/her designee during which the employee is restricted in order to be immediately available for call to duty. Employees on scheduled standby shall be compensated at the rate of two dollars and fifty cents (\$2.50) per one-hour period of standby for fiscal year 2024-2025 and at the rate of three dollars (\$3.00) per one-hour period of standby for fiscal year 2025-2026.

12.4 It is the intent of the County that all overtime worked and recorded on time cards shall be paid on the paycheck issued for the pay period during which such overtime was worked.

12.5 Variable Workday will follow the County policy.

12.6 Call back time.

- 12.6.1 Call-back pay defined: Any time that the employee is called back to work on an unscheduled basis (e.g. called back to work without having been notified before completion of his/her last normal working day). PERS rules on callback pay will be applied based on PERS hire date.
- 12.6.2 Minimum call-back pays: An employee called to work who works any portion up to 29 minutes, shall receive pay for one hour. If an employee works 30 minutes or beyond this minimum period, s/he will receive at least two hours pay. For payment purposes, time will start when the employee is contacted by phone, radio or in person. The one (1) hour and two (2) hour minimum payment will be calculated at straight time or overtime pay, whichever is applicable.

ARTICLE 13: SENIORITY

- 13.1 Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This section shall refer to regular employees as heretofore defined.
- 13.2 Seniority by qualifications shall be a principal consideration in cases of layoffs, demotions, and recalls. The County shall give written notice thirty (30) days prior to an employee's layoff or demotion. A County wide re-employment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other re-employment or employment lists in the event of rehiring. If the employee refuses an offer of re-employment in the same classification wage and hours, the employee shall be removed from the list. A regular full-time employee that has been offered a part-time position may refuse that offer and remain on the recall list. A regular full-time employee that has been offered and accepts a part-time position shall remain on the recall list for a regular full-time position as outlined in this section.
- 13.3 On re-employment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification, wage hours held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification and wage that is most nearly comparable to the employee's original classification and wage as is possible under the circumstances.
- 13.4 Upon re-employment, the salary shall be set pursuant to the Compensation Article of this Agreement.
- 13.5 If a recalled employee is incapable of completing his/her re-employment from layoff probationary period, the County may extend

said employee's probationary period or return said employee to layoff with recall rights status.

13.6 Layoffs will follow the County procedure.

ARTICLE 14: RESERVED

ARTICLE 15: COMPENSATION

15.1 The following Salary Schedules are established to, Civil Process Administrator, Records Technician/Technical Support, and Telecommunicator I/II/III effective the first full pay period following July 1, 2024. See Appendix A attached hereto.

A. Salary

- FY 2024 (July 1, 2024 -- June 30, 2025)
Increase the current wage levels in effect on June 30, 2024 to those values identified in Schedule A as the new base pay for each position.

- FY 2025 (July 1, 2025 — June 30, 2026)
Increase the current wage levels in effect on June 30, 2025 by 3.0%.

B. Merit Pay

If an employee receives a "meets expectations" or better performance review on the anniversary date of his or her employment during the previous period of July 1 through June 30, then the employee shall receive a merit increase equivalent to the next step on the Salary Schedule on the first pay period following the employee's anniversary date. This pay is not cumulative and must be earned each year and does not constitute a promotion.

PERS Increases in PERS contribution rates during the term of this Agreement will be paid in accordance with the requirements of NRS 286.421.

15.2 Longevity

This plan is to encourage continuity of service and is established for employees with three continuous years as a member of the Public Employee's Retirement System as an employee of the employer. Service credit time with any other employer does not count towards the employer's longevity pay.

15.2.1 Longevity Pay Calculation

The longevity pay will be calculated at 1% per annum of his/her base salary, not to exceed 30% in addition to any grade and/or step increases to which the

employee may be entitled. The longevity rate will be calculated once per year on the pay period following the anniversary of the employee's hiring date and paid bi-weekly. The calculation will be based on 1% of each individual year of the employee's wage and then added together to attain the total longevity rate. Longevity pay will no longer increase after 30 years of continuous employment with Eureka County. Longevity pay is not paid on any overtime hours.

15.2.2 Part-Time Employees Prorated Calculation

For qualifying part-time employees, the longevity rate will be prorated at the end of three continuous years. The longevity for part-time employees will be prorated to full-time employment based on 2080 hours per year.

15.2.3 Continuous Service Credit

Continuous service credit time will not be broken due to involuntary layoff, approved personal, family or medical leave, or approved military leave. Any other break of service will nullify any longevity pay benefits until an employee earns the proper service credit time again.

15.3 Positions

Civil Process Administrator
Telecommunicator I/II/III
Records Technician/ Technical support

15.4 Applicable Training

The training listed herein is examples of authorized training courses. Specific courses and training must be reviewed and approved in writing by the Sheriff's Office or their designee for them to be applicable toward satisfying the education requirements. The Sheriff's Office or Designee will make a reasonable effort to ensure that training is available.

15.5 Mandatory Training

All hours physically spent in training required by the County will be paid at the employee's regular hourly rate unless Article 12 applies

15.6 Additional Pay

To compensate those employees who are engaged in supervising and teaching required or specialized training/skills, and those employees assigned to specialized assignments as identified herein, the County shall compensate employees as outlined in this section.

15.7 Instruction and Training

Any employee who is assigned an assignment for required instruction and training shall receive Instruction and Training pay

of 2.0% for FY 2024/2025, and 3.0% for FY 2025/2026, of the employee's base rate of pay for the time actually worked in the instruction and training of other employees. The County may require substantiation of participation in said Instruction and Training. Payment for Instruction and Training cannot be combined with FTO or CTO pay. Examples of Instruction and Training are: Below 100 Instructor, TIM Instructor, TAC-Terminal Agency Contact, and ATAC- Assistant Agency Contact.

15.8 Field Training Officer

Field Training Officer and Communications Training Officer pay will be paid for that time designated by the shift supervisor that a Sheriff's Office employee is working or has worked as a FTO or CTO, and is set at an additional 5% of base rate, calculated on a pay per hour basis. FTO or CTO on overtime will not be PERS eligible.

15.9 Educational Incentive

The Educational Incentive is intended to encourage permanent, full-time employees to obtain college level graduate and post-graduate degrees that bear a reasonable and rational relationship to the job classification held by the employee. Degrees subject to approval for this incentive are limited to those from a University approved study course aimed at baccalaureate or graduate level degrees. Employees who meet the criteria set forth in this section and upon approval of the Sheriff's Office or Designee are eligible for an Educational Incentive as follows:

Bachelor's Degree; \$1,500;

Master or Higher Degree; \$3,000

This incentive pay shall not be accumulative between degree levels. Only one educational incentive may apply each year (highest) to each employee regardless of number of degrees.

ARTICLE 16: MEDICAL PLAN

16 Health Insurance Coverage will follow the County policy.

16.1. Eligibility

Eligible employees as defined in the group health insurance plan are eligible to enroll in an employer paid group health, dental, vision and life insurance plan effective the first of the month following 60 days of employment. Dependents of employees, as defined in the current plan document, are also eligible for

coverage under the insurance plan at the rates identified below. Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

16.2 Benefits

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, and prescription drug insurance issued by the insurance company.

16.3 Plan Changes The employer will, from time to time, evaluate the health coverage plan that is offered and make adjustments as the employer deems necessary or appropriate in the level of coverage and the amount of premium cost to be paid by the employer. Affected employees will be notified of any plan changes.

16.4 Employee Costs for Health Insurance for Dependents

Employees will pay 30% of the health insurance premium for dependents.

ARTICLE 17: RESERVED.

ARTICLE 18: RESERVED.

ARTICLE 19: COURT APPEARANCES

19 Court Leave will follow County policy.

ARTICLE 20: SHIFT DIFFERENTIAL

20.1 All shift work performed for purposes of this section the shifts are described as follows:

20.1.a First Shift (Graveyard): Any shift whose major portion of the scheduled work hours are between the hours of midnight and 8 a.m. first shift differential pays \$1.00 per hour

20.1.b Second Shift (Day): Any shift whose major portion of the scheduled work hours are between the hours of 8 a.m. and 4 p.m.

20.1.c Third Shift (Swing): Any shift whose major portion of scheduled work hours are between the hours of 4 p.m. and midnight. Third Shift differential pay \$.75 per hour

20.2 It is the intent of the County that the shift-differential premium

shall be paid in and for the same pay period in which it is worked. Shift differential on overtime will not be PERS eligible.

ARTICLE 21: DUES DEDUCTION

- 21.1 The County shall deduct dues from the salaries of Union members and pay over to the proper officers of the Union, the money so collected. Provided, however, that 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. The deduction authorization form shall specify any Union restrictions on the employee's right to terminate his/her dues deduction authorization.
- 21.2 The Union shall indemnify and hold the County harmless against any and all claims, demands, suits and other forms of liability which shall arise out of or by reason of action taken or not taken by the County at the request of the Union under the provisions of Section 21.1, above.
- 21.3 The Union shall certify to the County in writing, the current rate of membership dues. The County will be notified of any change in the rate of membership dues, thirty (30) days prior to the effective date of such change.
- 21.4 The County will continue to honor existing dues deduction authorizations currently on file.

ARTICLE 22: USE OF COUNTY FACILITIES

- 22.1 The County recognizes the necessity of the Union to hold Union meetings. It is mutually agreed, that upon request to the party under whose control the facilities are placed, the Union shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:
- A. Any such meeting held in or on County property shall be without cost to the Union.
 - B. No such meeting shall be allowed to interfere with normal County activities.
 - C. This provision is not a guarantee to the Union that County facilities or buildings will be available to it at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not

deny access to facilities or buildings merely for the purpose of harassment of the Union.

Article 23 RESERVED.

ARTICLE 24: AMENDING PROCEDURE

- 24.1 If either party desires to modify or change this agreement it shall, not later than February 1 of any year, give written notice to the other party of amendment, except that no amendments or modifications to this Agreement shall be made except by mutual agreement of the parties or through the provision of Article 27 herein (Savings Clause). Any amendment, whether a proposed amendment or an alternative to a proposed amendment that may be mutually agreed upon or awarded pursuant to the provision of Chapter 288 of the N.R.S., shall become and be part of this Agreement in the form of a MOU. Any MOU that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this agreement.

ARTICLE 25: TERMINATION AND DISCIPLINARY ACTION

The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion or termination. Only suspensions without pay, exceeding three (3) days, involuntary demotion or termination may be grieved to step(4) (arbitration). Grievances do not postpone disciplinary action.

- 25.1 The County shall have the right to terminate or discipline any employee for cause, but in determining discipline, the County shall not transfer or reassign any employee for disciplinary purposes. The term cause shall include, but not be limited to the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports; recording on another employees time card; failure to properly record time; performance of work below required standards; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; theft; destroying or willfully damaging the property of another employee or the County; acceptance of a bribe from citizens, vendors, suppliers or others; misuse of County funds; the use or being under the influence of drugs or alcoholic beverages, on the

job, during working hours; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication with false or defamatory oral or written statements directed against a fellow employee, the County or management or the County Commission; sleeping on the job, or failure to comply with County safety rules; loss or suspension of license or certification that are a condition of employment; violation of rules and regulations or general orders issued by the Sheriff's Office.

- 25.2 As determined by the County, the level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant termination, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension with pay; (4) suspension without pay; or (5) involuntary demotion. One or more of actions 1 through 5 may occur prior to termination. The County shall notify the Union within ten (10) working days after the issuance of a written reprimand, however, this notification shall not extend the time for filing a grievance.
- 25.3 The County shall notify the Union of its intent to demote or suspend an employee without pay. When demotion or suspension without pay is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Union Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.
- 25.4 The County may not terminate employees covered by this contract without just cause without first giving the employee and the Union written notice prior to the action being taken unless section 25.1
1. Copies of any material or documents upon which the proposed action is based.
 2. A statement that the employee has a right to meet with the County to discuss the proposed action.
 3. The date, time and location of the pre-termination meeting. The employee and Union representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether there are true and reasonable

grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response. Failure of the employee to attend these scheduled pre-termination meeting constitutes a waiver of the pre-termination meeting.

- 25.5 In cases of contemplated termination, demotion, suspension or other disciplinary action for misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the County or substantially disrupt County operation, the County may immediately place the employee on Administrative leave with pay upon giving the appropriate notice as outlined in Sections 26.4 and 26.5.
- 25.6 Any record of disciplinary action, excluding oral warnings and reprimands, in order to remain effective, must be placed in the employees official personnel file.
- 25.7 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.
- 25.8 Involuntary demotions shall be limited to instances of documented substandard performance after completion of the probationary period.
- 25.9 Any time limits may be extended by written mutual agreement of the Union and the County.
- 25.10 For the purposes of this Article, County includes the County Manager or similar person and Sheriff's Office or designee.
- 25.11 Probationary employees are not covered by this article.
- 25.12 The County will follow the procedures required by Nevada Revised Statutes Chapter 289 (Peace Officers Bill of Rights) where appropriate.
- 25.13 An employee is considered to have resigned without notice and abandoned their position if they;
 - A. Fail to report for scheduled duty for three consecutive work periods.
 - B. Fail to notify the Sheriff's Office or Designee.
 - C. The County shall make a reasonable effort to contact the employee by phone at the employee's contact number provided

to the Sheriff's Office personnel clerk.

- D. Except in extenuating circumstances, in the event of job abandonment, the Sheriff's office will send a certified letter to the last known address of the employee giving notice of their employment termination with the County. The notice will contain the dates the employee failed to report for duty and the date and time of the attempted contact by the County.
- E. The employee's permanent personnel file will indicate the reason for termination as "Resignation without Notice — Job Abandonment".
- F. Nothing in this section shall restrict the County from taking disciplinary action with an employee in accordance with this Agreement and Sheriff's Office Policy.

25.14 Maintenance of Disciplinary Action

- A. Oral Reprimand, Written Reprimand and suspension Without Pay of three (3) days or less:

An employee who has received a violation that resulted in an Oral Reprimand, Written Reprimand or a Suspension Without Pay of three (3) days or less shall request from the Sheriff's office or Designee, after twelve (12) months from the date of occurrence of the violation, an acknowledgment that the behavior has been corrected or that no other violations of similar nature have occurred. The response shall be in writing and attached to the original violation.

- B. Suspension Without Pay of more than three (3) days:

An employee who has received a violation that resulted in a Suspension Without Pay of more than three (3) days shall request from the Sheriff's office or Designee, after twenty-four (24) months from the date of the occurrence of the violation, an acknowledgment that the behavior has been corrected or that no other violations of similar nature have occurred. The response shall be in and attached to the original violation.

25.16 Resignation

Employees shall provide the Sheriff's office with a minimum ten (10) working days written notice of their intent to terminate their employment. Upon receipt of written notice, the Sheriff may;

- Elect to provide the employee with a severance of up to eighty (80) hours of pay at straight time rates.
- Sever the employee/employer relationship immediately, or at any date within those ten (10) working days, as determined by the Sheriff's office. The reflected termination date of the employee shall be the last date actually worked.
- Early separation after proper notice, shall not under any circumstances reflect as negative in any way in the employee's personnel file.

25.17 Employees intending to retire shall provide written notice to the Sheriff's office upon submission of paperwork to the Public Employee Retirement System, or at a minimum, sixty (60) calendar days prior to their intended retirement date, whichever is greater,

ARTICLE 26: GRIEVANCE PROCEDURE

26.1 Definition

A grievance is a dispute or disagreement between an employee, a group of employees, or the Union and the County which involves the interpretation or application of any provision of the Agreement.

The term "days" when used in this Article 26 shall, except where otherwise indicated, means working days rather than calendar days. For the purposes of this Article, "working days" are defined as Monday through Friday excluding contractual Holidays.

Both parties agree that these proceedings shall be kept confidential.

All hearing held by the arbitrator shall be closed sessions and no news releases shall be released during sessions without mutual written consent.

Probationary employees are not covered under this Article.

26.2 Time Limits

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of prescribed time limitation of this Article of the agreement by the Union means the grievance is forfeited by the Union. A violation of a prescribed time limitation of this Article of the Agreement by the County shall cause that, in the

event of arbitration, the arbitrator will be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties to this Agreement may grant an extension to the requesting party. Said extension request shall be in written form and approved in writing by the party receiving said request. A request for extension shall include the length of extension being requested.

26.3 Procedures for Filing

All grievances will be processed in the following manner:

Step 1 Within five (5) working days of the event giving rise to a grievance or knowledge thereof, the grieved employee will verbally or in writing, request a hearing/meeting to present the grievance to the Sheriff's office or Designee for review. In any event the hearing/meeting shall be within twenty-one (21) days of the request.

The grieved employee may request representation by a steward or business representative at this hearing/meeting. The Sheriff's office or Designee shall, within five (5) working days of hearing said grievance, render a verbal or written decision to the grievant.

Step 2 Should the grievant be dissatisfied with the Sheriff's office or Designee's Step One (1) response, the grievance shall be reduced to written form, and presented to the Sheriff for formal disposition. The grievance shall be advanced to Step Two (2) within five (5) working days of the Sheriff's or Designee's Step One (1) response or lack of response. The grievance shall be signed by the grieved employee, the employee's steward, or business representative. The Sheriff shall render a written response to the grievant within five (5) working days of receiving the formal grievance.

Step 3 Should the grievant be dissatisfied with the Step Two (2) formal response of the Sheriff, the grievance shall be forwarded, in writing, within ten (10) working days of the Step Two (2) response to the County Commissioners or their designated representative, by the grieved employee or the Unions designated representative. A copy of the Step 3 grievance shall be delivered to the Sheriff or his/her Designee by the grieved employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The County Commissioners or their designee representative shall respond in writing to the grievance within fifteen (15) working days of the date said County representative received the grievance. For the purpose of this Step of the grievance procedure, the County will keep the Union notified in writing of its designated representative.

Step 4 The Union may request arbitration of an unresolved grievance. The Union shall notify the County in writing of such intent within ten (10) working days of receipt of the Step Three (3) written response. A copy of the Step 3 grievance shall be delivered to the Sheriff or his/her Designee by the grieved employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The parties shall attempt to reach an agreement on an

arbitrator. In the event the parties fail to reach agreement, the parties or Union shall request from the Federal Mediation and Conciliation Services a list of seven (7) arbitrators. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The Union shall strike the first name from the list.

26.4 Arbitrator's Authority

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

26.5 Expenses

The fees of the Arbitrator shall be borne equally by the parties. Should either party request the services of a court reporter, that party shall be responsible for all associated costs and shall provide a copy of said transcript to the other party. Each party shall be responsible for its own legal, witness, and/or preparation fees. The Arbitrator shall not order a court reporter.

26.6 Compliance

The parties agree to respond to the Arbitrator's decision within five (5) working days of receipt of said decision. The Arbitrator shall endeavor to render a termination related decision within fourteen (14) calendar days of the hearing, all other decisions within thirty (30) calendar days.

26.7 Exclusive Remedy

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure prior to taking any other action.

ARTICLE 27: SAVINGS CLAUSE

27.1 In the event that any provision of this Agreement is rendered invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.

27.2 This Article does not preclude informal discussion between the parties of any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirement of notice or time schedule.

ARTICLE 28: WARRANT OF AUTHORITY

- 28.1 The County and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this Agreement.

ARTICLE 29: DRUG & ALCOHOL TESTING POLICY

- 29 Alcohol and Drug Testing will be conducted in accordance Eureka County Drug- and Alcohol-Free Workplace. The County and the Union are committed to a work place free from illicit drugs.

ARTICLE 30: EFFECTIVE DATE AND DURATION

- 30.1 This Agreement shall be in full force and effect from July 1, 2024 to June 30, 2026
- 30.2 The County may reopen this agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4)

IN WITNESS WHEREOF, the County and the Union have caused these presents to be duly executed by their authorized representatives this day of 16 July, 2024.

Eureka County Commissioners

Richard McKay
Richard McKay, Chairman

Marty Plaskett
Marty Plaskett, Vice Chairman

Mike Schoenwald
Mike Schoenwald, Member

CS Clara

**For Operating Engineers Local Union No. 3
of the International Union of Operating
Engineers, AFL-CIO**

Dan Reding
Dan Reding
Business Manager

Justin Diston
Justin Diston
President

Dave Harrison
Dave Harrison
Recording Corresponding Secretary

Tim Neep
Tim Neep
Director, Public Employee Division

Ralph Handel
Ralph Handel
Business Representative

Clara Bundy
Clara Bundy
Communication Supervisor Eureka County

APPENDIX

Appendix D job descriptions

<p style="text-align: center;">EUREKA COUNTY POSITION DESCRIPTION</p>

Civil Process Administrator

Range E09

DEFINITION: Serving as a Civil Process Administrator requires the processing of civil process papers for Eureka County as provided for in the Nevada Revised Statutes.

DISTINGUISHING CHARACTERISTICS: This position reports to the Undersheriff and the Sheriff

ESSENTIAL JOB FUNCTIONS: The duties listed below are examples of the work typically performed by an employee in this position. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. *Marginal duties (shown in italics)* are those which are least likely to be essential functions for this position.

1. Processes civil papers by logging them into the Records Management System and documenting the service of same.
2. Serves in office civil process papers as required by NRS Statute
3. Complete returns and other legal papers on the service of civil documents as necessary
4. Conducts execution sales
5. Processes garnishment monies on a backup basis
6. Assist with incoming telephone calls and front counter duties as necessary;
7. Complies with Eureka County policies and departmental procedures
8. Performs other duties as assigned
9. Receives and prepares various forms of enforceable and non-enforceable legal documents for service of process
10. Locates persons on available information and attempts to obtain correct addresses if services addresses are incorrect or in the defendant/respondent has relocated
11. Serves various types of writs in accordance with State Statutes concerning classification of writ, i.e. juvenile, corporate, court orders, mental health and small claims
12. Responds to telephone inquiries concerning service of process of legal documents; provides resolution, information and direction accordingly;
13. Maintains documentation for all papers served according to address, name of party and type of writ; ensures returns of service are accurately completed and documented.
14. Service of liquor and gaming licenses, collection of fees on a quarterly basis.
15. Under direction, assists in the preparation and distribution of enforceable legal documents for service of process.

16. Enters and accesses information in the Civil Process database, including entering data to generate a service sheet to return information after the service sheets have been completed by the deputies.
17. Performs various administrative duties in supporting unit functions, i.e., opening and distributing mail, data entry, stamping traffic transactions, filing documentation, copying, maintaining logs and receipts, and compiling service packets.
18. Researches, compiles, and prepares files and documents within the Civil Division.
19. Assigns legal documents to appropriate Civil Division personnel for service.
20. Responds to routine in person and telephone inquiries concerning service of process of legal documents; provides resolution, information and direction accordingly.
21. Acts as liaison with other agency department, law enforcement agencies, judicial entities, attorneys, judges, governmental agencies and other entities involved in the service of process.
22. Maintains security, integrity, and confidentiality of civil process data according to prescribed unit policy, procedures and applicable regulatory standards.
23. Managing, monitoring, and conducting Sheriff sales, tax collection, property sales and foreclosures, executions, and collection of statutory fees;
24. Communicating, coordinating and facilitating with plaintiffs regarding all process assigned to them;
25. Coordination the service for eviction notices and the removal of both people and property;
26. Obtaining and maintaining the working knowledge of duties;
27. Exercising due diligence in research, service and return of all executions, tax warrants and other civil process;
28. Collecting and documenting money collected on all writs, warrants and foreclosures;
29. Reviewing all processes for the correctness of the order contained;
30. Following-up, resolving, or referring complaints or concerns to appropriate supervisor;
31. Entering and maintaining data and records into specialized computerized files;
32. Responding by phone, mail and in person to inquiries and other requests;
33. Interacting in a professional manner with the public, staff, inmates and other government agencies;
34. Maintaining professionalism in dealing with confidential and sensitive matters while providing excellent customer service;
35. Ensuring the Sheriff's Office policies and procedures are followed and the supervising Sergeant is advised of any unusual occurrence or concern;
36. Maintaining ability to testify as a credible witness in court;
37. Administers the Carry Concealed Weapon (CCW) program for the agency
38. Performs other duties as assigned.

QUALIFICATIONS

Knowledge and Ability:

Knowledge of record keeping methods and practices, and Nevada Revised Statutes, changing laws and procedures; NCIC Certification, Emergency Medical Dispatching Certification;

Ability to establish and maintain professional working relationships with the public; ability to use common office equipment including a personal computer.

Ability to work independently; plan and organize work; understand and apply rules, codes, regulations, and procedures; gather and summarize a variety of data and prepare appropriate reports; independently perform special and ongoing projects; supervise the work of clerical staff; operate standard office equipment including a word processor or computer terminal; develop, organize, and maintain accurate files and records; provide information both in person and on the telephone; type at a rate sufficient to perform assigned duties.

Special Requirements:

Twenty One Years of Age; High School Diploma; Must have two years previous experience and/or training in civil process, law enforcement, or investigative work; or equivalent combination in education, training and experience; Must have valid Nevada Drivers' License

Experience and Training: The knowledge and ability listed above may be acquired through different types of education, training, and experience. An example of a typical way to acquire the qualifying knowledge and ability is listed below:

General clerical work experience which involves record keeping and public contact. The Civil Process Administrator position requires data entry, driving, vision, hearing, and standing, walking, bending, stooping, running and going up stairs. May be exposed to hazardous conditions, extreme weather conditions, infectious diseases, air.

PHYSICAL REQUIREMENTS: The physical requirements described herein are representative of those that must be met by employees to successfully perform the essential functions of this position.

Tasks involve the ability to exert light physical efforts in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling or objects and materials of light weight (5-10 pounds). Tasks are performed in outdoor and indoor environments. Due to the nature and location of work environment, tasks include potential for intermittent exposure to disagreeable elements, e.g. heat, humidity, inclement weather, hostile persons, hostile animals. Tasks include regular exposure to traffic conditions, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents.

Strength, dexterity, coordination, and vision to use keyboard and video display terminal; perform manual tasks using hand tools, perform repetitive motions including sweeping; strength to lift and carry supplies, tools, and equipment weighing up to forty (40) pounds; visual acuity sufficient to see work performed in a variety of lighting conditions, including bright light, low light, and low visibility conditions.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and applicants who have been offered employment by Eureka County are encouraged to discuss potential accommodations with the employer.

WORKING CONDITIONS:

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise.

FLSA STATUS: Non-Exempt

Job Title:	Telecommunicator I, II, & III	Department:	Sheriff Office
Classification Range:	Telecommunicator I, Salary E09	Reports To:	Communications Supervisor
	Telecommunicator II, Salary E10	FLSA:	Non-Exempt
	Telecommunicator III, Salary E11	Safety Sensitive:	Yes
		Probation Period:	6 Months
		Adopted/Revised:	12/5/2023

Summary of Job Purpose: Telecommunicator I, II, and III's, are under general supervision, receives, assesses, and processes emergency and non-emergency calls for the County Law Enforcement, Fire, and EMS Departments; answers inquiries for information from the general public as well as other criminal and non-criminal justice agencies; dispatches patrol, fire, and EMS units; maintains, types, and files various records and documents; interacts with the general public, criminal, and non-criminal justice agencies in person and via telephone.

Essential Functions: *The class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skill.*

Telecommunicator I:

- Responds to radio calls from law enforcement and emergency personnel in the field; acts as backup communication for field personnel for public works and the school district; performs record searches from local databases and those maintained by the Federal Bureau of Investigation (FBI), National Crime Information Center (NCIC), International Criminal Justice & Public Safety Network (NLETS), and the State of Nevada (NCJIS) for warrant, protection order, dangerous offender, sex offender, CCW holder and criminal history status on field suspects and in-custody detainees; confirms active warrants and transportation requirements for other law enforcement agencies; verifies and disseminates information received by the teletype to field officers; gathers and translates information from field officers for efficient queries into the teletype.
- Receives 911 calls for assistance from a landline and cellular phones from various locations within Eureka County as well as neighboring counties; determines and completes transfers of callers to the appropriate agency if the request for service is not within our geographic/determined response areas; asks questions to solicit information regarding the nature and location of the emergency, verifies information gathered for accuracy, determines the priority and type of response necessary; dispatches emergency units and relays pertinent information between field officers and emergency response units; provides emergency medical instruction using locally-approved protocols; communicates effectively with distraught, angry, hysterical, or frightened callers; maintains calm in emergency situations; handles stress related to various emergency calls; dispatches appropriate units for alarm calls.
- Processes information requests from the general public, criminal, and non-criminal justice agencies by providing information ranging from community events to status of an incarcerated subject; processes calls to determine whether information may be released to the requestor or must be handled through a supervisor; determines if a referral to another agency is needed to satisfy a caller's request; interact effectively

with individuals from diverse backgrounds; processes calls requesting visitation with incarcerated individuals.

- Maintains a computer log of all radio and phone calls received and transmitted; operates video and audio equipment as needed for jail safety during bookings and daily operations; operates audio logging equipment for all radio and phone calls received and transmitted; maintains local databases by entering calls for requests for services or officer initiated activity; enters and maintains local house watch list and emergency contact information in local databases; completes all pertinent daily and monthly reports.
- Processes work cards, traffic accident reports, case reports, sex offender and ex-felon registrations, concealed weapon permit, civil process requests of all types for service and identification files by ensuring all teletypes have been requested and filed, information recorded properly in the local database, files assembled correctly and placed correctly in the filing system; process concealed weapons permits by ensuring proper entry has been made into the NCJIS information database regarding permit issuance and status; additional processing of case report files to include entries into NCIC, NCJIS, or NLETS regarding stolen articles, guns, license plates, parts, securities or vehicles, wanted or missing persons, and identification of gang or terrorist members; sorts, indexes, and files log records, correspondence, reports, or other materials; maintains the accuracy, validity, and completeness of all records entered into NCIC, NCJIS, or NLETS.
- Assists public by providing information related to law enforcement, medical and fire, as well as community amenities and events; in obtaining indigent aid; assists bail bond agents and public by receiving bail bonds or cash for citations and individuals incarcerated in the detention facility; assists detention with visitation by providing proper forms and screening of visitors; accepts fees for services provided by the Sheriff's Department.
- Reviews and is active in assessments and improvement of their performance of the position assigned to include but is not limited to: agency system audits, call reviews, training and assigned tasks by the Communications Supervisor or Designee in a timely fashion.
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

Telecommunicator II:

- In addition to performing duties assigned to Dispatcher I; assists in the training of new employees in call taking, dispatching, clerical procedures, and NCIC/NCJIS/NLETS operating procedures and proficiency.
- May serve as an ATAC (Assistant Terminal Agency Coordinator).
- Completes NCJIS and NCIC warrants, validations, and entries
- Completes reviews of entries into the NCJIS/NCIC/RMS system, providing objective, positive feedback to the employee that completed the entry into the systems.
- Maintains and Develops improvements in the Communications Training and Evaluation Program with new trends and updating procedures.
- Maintains and updates all contact information and procedural forms manuals.

Telecommunicator III:

- In addition to performing duties assigned to Dispatcher I/II; assists in the training of new employees in call taking, dispatching, clerical procedures, and NCIC/NCJIS/NLETS operating procedures and proficiency.
- Trains and assesses Dispatcher I/II in Law Enforcement incidents/Fire incidents/EMS incidents/Emergency Medical Dispatching (EMD) by providing Quality Control of all calls completed and providing feedback and remedial training in this field.
- Completes audits of the RMS (Records Management System-RIMS) for accuracy and completeness of person, vehicle, incident location and premise records.
- Completes UCR/NIBRS data collection and reporting on behalf of Eureka County. Provides backup for the Sheriff's Office Communications Supervisor / Sergeant in their absence to provide direction to the Communications Division.

Qualifications: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required.*

Education and Experience: *The knowledge and ability listed may be acquired through different types of education, training and experience. An example of a typical way to acquire the qualifying knowledge and ability is listed below:*

Telecommunicator I: High School diploma/GED; AND one (1) years of administrative/clerical support experience is preferred.

Telecommunicator II: High School diploma/GED; AND three (3) years of experience as a Dispatcher, Emergency Medical Dispatcher (EMD), Communications Training Officer and ATAC (Assistant Terminal Agency Coordinator).

Telecommunicator III: High School diploma/GED; AND five (5) years of experience as a Dispatcher, ATAC (Assistant Terminal Agency Coordinator), CTO-Communications Training Officer and an Emergency Medical Dispatcher (EMD) evaluator.

Required Certificates, Licenses, and Registrations: *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation. All assigned/required training will be completed by the Dispatcher within assigned/required time frame.*

Telecommunicator I: Public Safety Telecommunicator 1 and Emergency Medical Dispatching (EMD) certifications within six (6) months of date of employment. NCJIS/NCIC certification within six (6) months of date of employment.

Telecommunicator II: EMD certifications within six (6) months of date of employment. NCJIS/NCIC certification within six (6) months of date of employment. ATAC/CTO training and certification within eight (8) months of date of appointment.

Telecommunicator III: EMD certifications within six (6) months of date of employment. NCJIS/NCIC certification within six (6) months of date of employment. ATAC/CTO training and certification within eight (8) months of date of appointment. Quality

Assurance/Quality Improvement Training (QA/QI) within twelve (12) months of appointment.

Required Knowledge and Skills:

Knowledge of Radio-telephone operations and procedures; procedures used in operating Computer Aided Dispatch and 9-1-1 systems; policies and procedures of receiving and processing emergency calls; specialized computer systems/software currently used in the Communications Department; business arithmetic; geographic features and directional information; policies and procedures of warrant and NCIC/NCJIS functions; General law enforcement codes, practices and methods; call screening techniques and phone etiquette; standard office practices and procedures; including records management.

Skills in Performing technical, specialized, complex, difficult or technical office support work; reading and explaining rules, policies and procedures; train staff in work processes and procedures; compiling and summarizing information and preparing periodic or special reports. Contributing effectively to the accomplishment of team or work unit goals, objectives and activities; working under pressure, exercising good judgment and making sound and timely decisions in emergency and non-emergency situations; understanding and following oral and written instructions; communicating clearly and concisely in writing during emergency and non-emergency situations; recalling, identifying, and categorizing information; performing the full range of public safety call taking/dispatching and 9-1-1 duties; effectively listening to, communicating with, and eliciting information from upset, emotional and irate individuals; dealing successfully with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds, in person and over the telephone; contributing effectively to the accomplishment of team or work unit goals, objectives and activities.

Special Requirements: Ability to successfully pass a background investigation to qualify certification to operate NCIC, NCJIS, and related systems including being able to certify and train others on these systems. Required certification must be maintained and current throughout duration of employment. Valid Nevada Driver's license.

Physical/Mental Demands & Working Environment: *The physical/mental requirements described herein are repetitive of those that an employee must meet to perform the essential functions of this position successfully.*

Mobility to work in a typical office setting and use standard office equipment; stamina to remain seated for extended periods of time; strength to lift and carry up to 25 pounds; vision to read printed materials and a computer screen, and hearing and speech to communicate in person, over the telephone and over the radio. Work is performed in a high call volume emergency telecommunication environment, where there is limited opportunity for physical movement and the telecommunicator must remain alert and responsive while observing computer display screen for uninterrupted periods of time; may be subject to extended work periods without relief, periods of high call volume, and stressful situations. The ability to

interact professionally, communicate effectively, and exchange information accurately. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, customers and periodic contact with distressed, angry and upset individuals. Ability to handle the stress of frequent interruptions of planned work activities by emergency calls, radio noise, and unplanned events. Generally clean work environment with limited exposure to conditions such as dust, fumes, or odors.

This position description indicates, in general, the nature and levels of work, knowledge, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and applicants who Eureka County has offered employment are encouraged to discuss potential accommodations with the employer.

APPROVAL AND ACKNOWLEDGMENT OF RECEIPT

Designate Position Held:

- Telecommunicator I
- Telecommunicator II
- Telecommunicator III

ANNUAL CONFIDENTIAL PACKET REVIEWED/UPDATED

Department Head/Supervisor: _____ Date:

(Signature)

*Employee: _____ Date:

(Signature)

*Employee signature acknowledges understanding of the essential functions and requirements of this position. Employee also acknowledges receipt of this position description.

EUREKA COUNTY
POSITION DESCRIPTION

RECORDS/TECHNICAL SUPPORT

Pay Range E09

DEFINITION: Under general supervision, prepares and maintains all written, photographic and digital records for the Eureka County Sheriff's Office; provides technical support and point of contact for various vital systems of the Sheriff's Office.

DISTINGUISHING CHARACTERISTICS Employees in the class of Records/Technical Support are distinguished from the possession of civil processing and administrative assistant; this position is designated to someone who has at least five (5) years of records management experience and who's primary function is the custody, maintenance and distribution of records. This position reports to the Undersheriff and the Sheriff.

ESSENTIAL JOB FUNCTIONS: The duties listed below are examples of the work typically performed by an employee in this position. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. *Marginal duties (shown in italics)* are those which are least likely to be essential functions for this position.

1. Custodian of Records for any and all Sheriff's Office Records.
2. Performs complex, technical, difficult and/or specialized office support work related to the Records Division.
3. Develops, recommends and implements improved operating procedures, forms and work processes.
4. Researches and compiles operational, statistical data and information from varied sources; maintains records and prepares special and periodic reports.
5. Drives a motor vehicle to and from other County locations in order to deliver inter-office documents, or provide Records services to the Crescent Valley substation.
6. Enters, maintains and validates records (includes document management, recording, indexing and auditing) within various law enforcement databases.
7. Examines various legal documents for sufficiency, completeness and adherence to laws, codes and recording requirements; processes records checks and reports; prints copies of reports as required.
8. Provide notary services to the Sheriff's Office personnel on required documents.
9. Provide notary services to the citizens and visitors of Eureka County on requested documents.
10. Ensures proper audit and processing of information for the District Attorney's Office and the Courts; seals information as instructed.
11. Serves as database administrator for Sheriff's Office files and Records; coordinates efforts with central IT staff to ensure continued functionality and problem resolution; controls and monitors user access.
12. Serves as the Civil Process Administrator in the absence of the Civil Process Administrator.

13. Review, manages and distributes digital information from body cameras, vehicle recording systems, closed circuit camcras and all electronic voice recordings.
14. Compile, review, manage, distribute and seal all records of Registered Sex Offenders.
15. Custodian of record for all ID Files, Work Card Files, Gaming Control Files and Liquor Licenses issued by Eureka County.
16. Review, digitize and manage all archived Sheriff's Office records.
17. Review, manage and distribute CCW's, work cards and employee identification cards.
18. Manages, edits, audit and serves as the agency point of contact for Brazos, RIMS and RIMS Mobile, AXON Body Cameras, Axon Fleet, Evidence.com and Offender watch program.
19. Contributes to the efficiency and effectiveness of the Sheriff's Office service to its customers by offering suggestions and directing or participating as an active member of a work team.
20. Maintain the ability to testify as a credible witness in court.
21. Responding by phone, mail, fax, email or in person to inquiries and other records requests.
22. Performs other duties as assigned.

QUALIFICATIONS:

Knowledge and Ability:

Knowledge of administrative techniques used in office management, data collection, and report writing; computer systems applications, department practices, procedures, services, and regulations; office practices and procedures, including filing and the operation of standard office equipment; record keeping principles and practices; correct English usage, including spelling, grammar, and punctuation; husiness arithmetic, techniques for dealing with the public, in person or over the phone.

Ability to work independently; plan and organize work; understand and apply rules, codes, regulations, and procedures; gather and summarize a variety of data and prepare appropriate reports; independently perform special and ongoing projects; reading and explaining rules, policies and procedures; operate standard office equipment including a word proccsor or computer terminal; develop, organize, and maintain accurate files and records; compile and summarize information and preparing periodic or special reports; provide information both in person and on the telephone; type at a rate sufficint to perform assigned duties.

Special Requirements:

May require NCIC/NCJIS certification and biannual re-certification. May require certifications related to specific duties, including but not limited to RIMS, RIMS Mobile, AXON and Brazos. Must have at least three (5) working experience with RIMS and being able to edit functions of RIMS. Must have at least (5) years of records management and at least five (5) years of cpxperience with the administrator side of RIMS.

Additional Requirements: Be loyal to the lawful interests and needs of organization; be subordinate and comply in letter and spirit with lawful organizational directives; be available by coming to work on time and be available for work while at work; be medically, physically, mentally and psychologically prepared for work; be productive by giving a full day's work and working in a safe, efficient and effective and the manner in which you conduct yourself, on duty and off duty; be respectful to all, nice to work with and promote a harmonious working environment.

Experience and Training: The knowledge and ability listed above may be acquired through different types of education, training, and experience. An example of a typical way to acquire the qualifying knowledge and ability is listed below:

Graduation from high school or possession of a G.E.D. Possession of a valid Nevada State driver's license. General clerical work experience which involves record keeping and public contact.

PHYSICAL REQUIREMENTS: The physical requirements described herein are representative of those that must be met by employees to successfully perform the essential functions of this position.

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Strength, dexterity, coordination, and vision to use a keyboard and video display terminal for prolonged periods. Hearing to follow instructions given. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of items weighing up to twenty-five (25) pounds, files, stacks of paper, references, and other material; moving from place to place within the office; some reaching for items above and below desk level

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and applicants who have been offered employment by Enreka County are encouraged to discuss potential accommodations with the employer.

WORKING CONDITIONS:

Work is performed under the following conditions: Work environment is generally clean with limited exposure to conditions such as dust, fumes, or odors. Lighting conditions may be less than optimal. Frequent interruptions to planned work activities occur.

FLSA STATUS: Non – Exempt

<u>APPROVAL AND ACKNOWLEDGMENT OF RECEIPT</u>	
Department Head: _____	Date: _____
(Signature)	
*Employee: _____	Date: _____
(Signature)	
*Employee signature acknowledges understanding of the essential functions and requirements of this position. Employee also acknowledges receipt of this position description.	

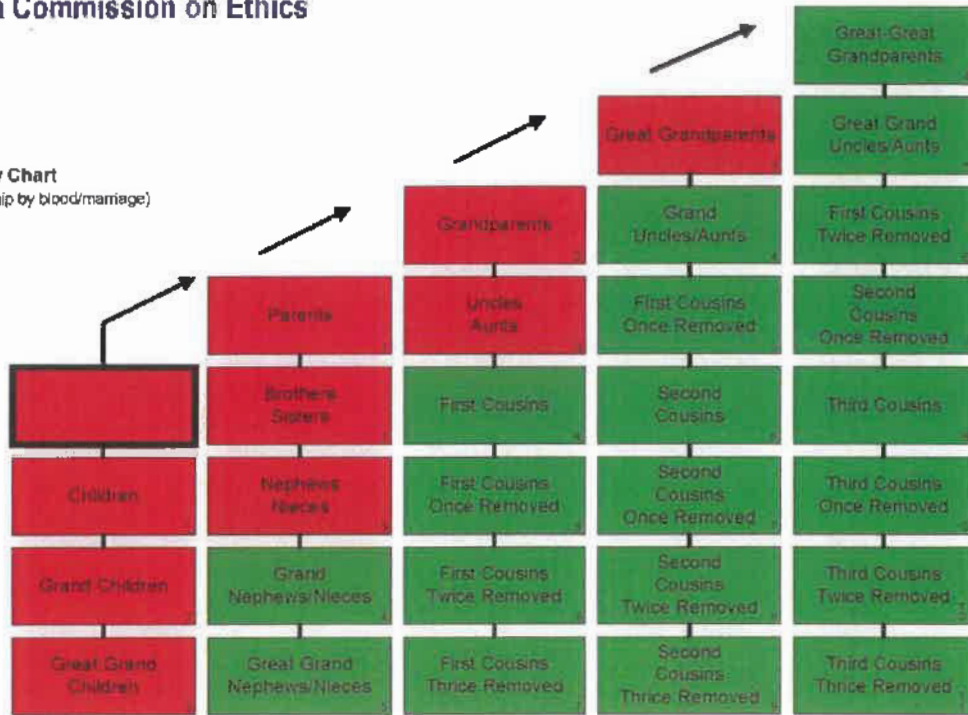
ADOPTED: June 21, 2019

REVISED:

Consanguinity Chart

State of Nevada Commission on Ethics

Consanguinity/Affinity Chart
(Degrees of family relationship by blood/marriage)



Instructions:

For Consanguinity (relationship by blood) calculations:

Place the public officer/employee for whom you need to establish relationship by consanguinity in the blank box. The labeled boxes will then list the relationships by title to the public officer/employee. Anyone in a box numbered 1, 2, or 3 is within the third degree of consanguinity. Nevada Ethics in Government Law addresses consanguinity within third degree by blood, adoption or marriage.

For Affinity (relationship by marriage) calculations:

Place the spouse of the public officer/employee for whom you need to establish relationship by affinity in the blank box. The labeled boxes will then list the relationships by title to the spouse and the degree of distance from the public officer/employee by affinity. A husband and wife are related in the first degree by marriage. For other relationships by marriage, the degree is the same as the degree of underlying relationship by blood.

