

AGREEMENT

between

**EUREKA COUNTY AND
EUREKA COUNTY SHERIFF**

and

**OPERATING ENGINEERS
LOCAL 3**

EUREKA COUNTY

SERGEANT,

LIEUTENANT

AND COMMUNICATION

SUPERVISOR

July 1, 2024 - June 30, 2026

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ARTICLE 1: PREAMBLE

- 1.1 This Agreement is entered into between the County of Eureka, Nevada, here in after referred to as the "County", and the Operating Engineers Local 3, Sheriff Sergeant, Lieutenant and Communication Supervisor, here in after 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 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 Sergeants, Lieutenant and Communication Supervisor 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.

Classifications in the bargaining unit:

- 2.2 Post Certified Employees/Law Enforcement Officers*
- 2.3 Lieutenant
*Retains impasse rights under N.R.S. 288.215.
- 2.4 Deputy Sheriff- Sergeant
*Retains impasse rights under N.R.S. 288.215.
- 2.5 Communications Supervisor (Non-sworn and not subject to 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, and 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 and 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 discharge 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 One (1) members of the Sergeant Union 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 or his designee. Approval for such leave by the supervisor shall not be unreasonably denied.
- 5.4 The Union shall notify the County and the Sheriff of the designated business representative who shall be authorized to meet and confer with County employees and department heads concerning the enforcement of the provisions and terms of this Agreement and other working conditions. A thirty (30) day advance notice must be made to request time off, if possible.

- 5.5 The Union shall, within thirty (30) days, of a change in Union Officers, notify the County and the Sheriff in writing of such changes. In any case, the County and Sheriff shall be provided a complete listing of Officers by January of each year if requested.

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

Scheduling of work shifts and work weeks shall be as directed by the Sheriff. The normal work periods for employees covered by this Agreement will be as follows:

- 7.1 For POST certified employees Bargaining, the work period shall consist of fourteen (14) days 84 hours. For non-sworn certified employees, bargaining, classified as Communication Supervisor, the work schedule shall be forty (40) hours per week, including meal periods.
- 7.2 Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute coffee breaks or rest periods during each workday. At the employee's request and approval of the Sheriff or Designee, these breaks may be combined with the employee's meal period.
- 7.3 The Sheriff's Office may institute an alternative schedule for the Bargaining Unit. 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)
 - June 19 Juneteenth (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 as a holiday or day of mourning by the Eureka County Commissioners.

- 8.2.1 When an employee who is eligible for holiday pay, it shall follow county policy unless otherwise stated in this agreement. Employees entitled to holiday pay shall be paid for a twelve (12) hour period.
- 8.3 When an employee who is eligible for holiday pay is required, by order of the Sheriff, 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 of an hour worked during the calendar holiday.
- 8.4 For the purposes of Section 8.3, 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 through 2359 hours on the calendar holiday shall receive holiday pay. Any shift not beginning between 2400 hours the day prior to the calendar holiday through 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
Date of hire through year two (1).....	120 hours
One (1) but less than seven (7).....	132 hours
Seven (7) but less than fifteen (15).....	150 hours
Fifteen (15) or more.....	180 hours
Maximum Accrual	240 hours

For the purpose of computing credit for vacation, each sworn employee shall be considered to work not more than eighty-four (84) hours every two weeks. Non-sworn work week is 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 during a calendar year (January 1 through December 31).

If an employee, for whatever reason does not take their leave as required, 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 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 any unused or accumulated vacation leave earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation credit shall be prorated for that pay period.

- 9.7 If an employee dies and was entitled to accumulated vacation leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of interstate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid an amount of money equal to the number of hours earned or accrued vacation leave multiplied by the regular hourly rate of such employee.

ARTICLE 10: SICK AND OTHER LEAVE

- 10.1 Sick Leave County to insert policy.
10.2 Bereavement Leave will follow County policy.
10.3 Death of Employee
Upon the death of an employee who dies on duty and was entitled to accumulated sick leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of intestate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid an amount of money equal to the number of hours earned leave multiplied by the regular hourly rate of such employee.
- 10.4 Significant Other Defined (County definition) Spouse: A husband or wife of a person, regardless of gender.
- 10.5 Immediate Family Defined use chart to the third level of consanguinity.
10.6 Catastrophic Leave Bank shall follow the County policy.

ARTICLE 11: JOB CONNECTED INJURIES

- 11 Work related injury and illness will follow the NRS and County policy.

ARTICLE 12: OVERTIME, CALL-IN AND STANDBY PAY

- 12 Overtime shall be any hours worked in excess of 86 hours in a fourteen (14) day work period for sworn employees, (40) forty hours for non-sworn employees each week. The county overtime policy will be followed except for compensatory time and standby. Casual employees are not eligible to accumulate any hours of

compensatory time.

12.1 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 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.

12.2 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.

12.3 Call-back Time

- 12.3.1 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.
- 12.3.2 Minimum call-back pay: 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.

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

Variable Workday will follow the county policy.

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 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.

ARTICLE 14: MEDICAL EXAMINATIONS

- 14.1 The County agrees to provide medical examinations required by N.R.S. Chapter 616 and 617 for sworn/law enforcement personnel.

ARTICLE 15: COMPENSATION

- 15.1 Sections of this article shall be numbered in the same form and manner as the relevant sections of the union Agreement. Should any section not exist in this agreement that is in the union Agreement, or vice-versa, it shall not be added without first being specifically proposed, bargained, agreed upon, ratified and confirmed.

The following salary schedules are established for Sergeants, Lieutenants, and Communication Supervisor, effective the first full pay period following July 1, 2024

A. Salary

FY 2025 (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 2026 (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 Positions

Lieutenant

Sergcants

Communications Supervisor

15.3 Availability of Certain Training Guaranteed

County guarantees availability of 24 hours of training per year for each category of employment, POST-certified and non-certified. Except where mandated for POST certification or continuing certification, such training shall not be mandatory.

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.

15.6.1 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 and CTO for overtime hours will not be PERS eligible.

15.6.2 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. The approved instruction and training include, but are not limited to: Range Instructor, Defensive Tactic Instructor, Radar Instructor, Use of Force and Less Lethal Instructor, Taser Instructor, or other training required by the Department. Payment for Instruction and Training cannot be combined with FTO or CTO pay.

15.6.3 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 the number of degrees.

15.6.4 K9

This add pay is to compensate the employee as incentive pay for assignment as a K9 handler. The incentive for this position is 5%. Currently Eureka County allows One (1) K9 position county-wide. K9 pay on overtime hours is not PERS eligible.

15.7 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.

15.7.1 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.

15.7.2 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.

15.7.3 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.

ARTICLE 16: MEDICAL PLAN

16 Health Insurance Coverage

16.1.1 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.

16.1.2 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.

16.1.3 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.

16.1.4 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 the Eureka 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
- 20.20 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. 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.
- 21.3 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: REMOTE ASSIGNMENT INCENTIVE

In consideration for being permanently stationed and living in and assigned to the northern command of Crescent Valley in Eureka County permanent full-time employees shall receive an incentive in the amount of five thousand five hundred dollars (\$5,500.00) will be paid to each authorized and qualified employee. Payment will be divided equally and paid on the first full pay period in January and July.

For the purpose of this section, a permanent duty station is defined as one that the employee will be stationed in and actively working for a minimum period of twelve (12) months.

In the event an employee's permanent duty station is changed in the six (6) month period after payment of this incentive, the incentive payment total shall be prorated and the remainder of the months equaling six (6) months from the actual date of payment shall be repaid to the County in no more than six (6) equal payments. In the event the employee's permanent duty station is changed by the Agency, this repayment provision may be waived by the Sheriff's Office.

If Eureka County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Eureka County.

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 maybe 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. Any amendments 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 employee's 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 one (1) working day 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 N.R.S. 289.

25.6 Any record of disciplinary action, excluding oral warnings and reprimands, in order to remain effective, must be placed in the employee's 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.

25.15 Resignation

Employees shall provide the Sheriff's office with a minimum of 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.

25.16 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 hearings 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 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 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 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 grievance 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 designated 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 4 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 discharge 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 requirements 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 with the Eureka County Drug- and Alcohol-Free Workplace. The county and the Union are committed to a workplace free from illicit drugs.

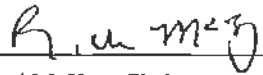
ARTICLE 30: EFFECTIVE DATE AND DURATION

- 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).
- 30.3 The parties agree to follow NRS 288.550.

For FY 2026 (July 1, 2025-June30, 2026), the parties agree that either side may give the other notice of intent to reopen negotiations on the sole issue of a fitness incentive that may be added to the agreement. The notice shall be provided on or before February 1, 2025.

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, Chairman



Marty Plaskett, Vice Chairman



Mike Schoenwald, Member

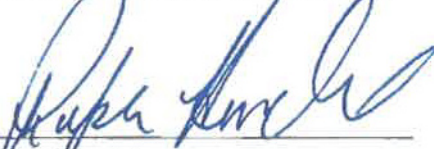
**For Operating Engineers Local Union No. 3
of the International Union of Operating
Engineers, AFL-CIO**


Dan Reding
Business Manager


Justin Diston
President


Dave Harrison
Recording Corresponding Secretary


Tim Neep
Director, Public Employee Division


Ralph Mandel
Business Representative


Miles Umina
Lieutenant, Eureka County

Job Title:	Lieutenant	Safety Sensitive:	Yes
Department:	Sheriff	Classification	ELE17
Reports To:	Undersheriff/Sheriff	Range:	
FLSA:	Non-Exempt	Adopted/Revised:	01/2022

Summary of Job Purpose: Supervises, plans, directs and controls the activities of the Sheriff's Office as delegated by the Undersheriff or Sheriff. Provides assistance to the Undersheriff and Sheriff in the development and management of programs and procedures in an effort to accomplish the Sheriff's Office goals and policies.

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.*

- Manages (plans, organizes, administers, reviews and evaluates) work of Sergeants, Deputy Sheriff's, and non-sworn staff engaged in public safety and related services and activities.
- Identifies training needs and provides for professional development of staff members.
- Maintains schedule of all divisions, to provide necessary coverage to the county.
- Develops and implements goals, objectives, policies, procedures and work standards for each division.
- Manages and leads projects and programs related to the department to which assigned and will provide project/program update summaries and analysis as needed.
- Solves problems in areas of responsibility to include but not limited to: personnel issues; staffing and deployment; crime trends; community concerns; special events.
- Interacts on a daily basis with other city and county agencies, outside law enforcement agencies and the general public. Exchanges routine factual information daily through one-on-one contact through written and oral communication methods.
- Interprets and enforces current federal, state and local laws and codes.
- Analyzes crime data within assigned district, geographical area, or specialized area to develop community-oriented policing or intelligence led policing practices.
- Assumes fiscal responsibility for certain aspects of assignment by monitoring schedules & overtimes, identifying needs, making recommendations on funding, expenditures, and requisitioning authorized supplies and equipment.
- Conducts investigations involving citizens, suspects, or subordinates, and is accountable for recommending appropriate discipline; may conduct internal investigations and make recommendations of findings to appropriate personnel.
- Maintains public relations and is responsible for community interaction through engagement; leads and instructs assigned staff in the area of community led policing practices.
- Supervises and participates in critical incidents, tactical situations and criminal investigations; responds to major law enforcement critical incidents and assumes command as appropriate; reviews criminal cases and assignments; identifies policy and compliance issues, and proposes solutions; reviews and investigates complex, high-priority and sensitive cases.
- Performs duties of Deputy Sheriff and Sergeant as needed, and assists staff in the performance of their duties; may be required to perform the duties/functions of a Deputy Coroner.
- Informs residents on law enforcement activities, programs and referral resources.
- Represents the Sheriff's Office at court hearings; prepares reports and materials as requested and subpoenaed by the courts; testifies in court.

- Prepares and directs the preparation of procedures, correspondence and periodic and special reports regarding work performed.
- Coordinates operational functions utilizing multi-agency resources for large-scale events.
- Directs and conducts analytical studies; develops and reviews reports of findings, alternatives and recommendations; directs the maintenance of accurate records and files.
- Completes detailed reports and required paperwork; performs follow-up investigations as required.
- Uses standard office equipment, including a computer in the course of work.

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: High School Diploma/GED; and ten (10) years of law enforcement experience, two (2) years of which were at the rank of Sergeant; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations: *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*

- Nevada Class C Driver's License
- Category I Nevada POST Certificate
- Nevada POST Advanced and Supervisor Certifications
- Obtain Nevada POST Management Certificate within 18 months of position

Required Knowledge and Skills:

Knowledge of:

- Administrative principles and practices of supervision.
- Principles and practices of developing teams, motivating employees and managing in a team environment.
- Principles and practices of law enforcement.
- Methods and techniques of investigation and interrogation.
- Safety practices, safe work methods and safety regulations pertaining to the work.
- Computer applications related to the work.
- Applicable laws, codes and regulations, labor agreements and contracts.
- Criminal case law, penal, traffic, and domestic violence.
- Civil rights and scope of law enforcement authority.
- Correct business English, including spelling, grammar and punctuation.
- Techniques for dealing with the public in person and over the telephone.

Skills in:

- Planning, organizing, supervising, reviewing and evaluating the work of others.
- Training others in policies and procedures related to the work.
- Creating, planning, implementing and managing a wide-range of programs.
- Developing and implementing goals, objectives, policies, procedures, and work and safety standards.
- Provide customer services in the most cost effective and efficient manner.
- Interpreting, applying and explaining state and local laws, regulations and policies.
- Directing the maintenance of accurate records of work performed and actions taken.
- Interpersonal skills for building effective relationships with employees, all levels of management and others.
- Preparing clear and concise reports, correspondence and other written materials.

- Safe use of firearms, impact weapons and chemical agents.
- Crime scene preservation and collection of evidence.
- Operate vehicle safely and effectively in normal and emergency situations.
- Determining and executing proper course of action under emergency conditions.
- Using initiative and independent judgment within established policy guidelines.
- Communicating effectively in oral and written forms.
- Dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone.

Special Requirements: On date of appointment be at least twenty-one (21) years old; be a U.S. citizen; and ability to pass a background investigation with no felony convictions or misdemeanor convictions for domestic violence.

Additional Requirements: Be loyal to the lawful interests and needs of the 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 manner; be adaptive be adjusting to change; be responsible and accept consequences for your decisions 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.

Physical/Mental Demands & Working Environment: *The physical/mental requirement described herein are repetitive of those that must be met by an employee to successfully perform the essential functions of this position. See attachment "Lieutenant Physical Requirements."*

Strength, stamina, coordination, and balance to stand and walk for long periods, bend and reach to conduct inspections, climb ladders/fences, run in pursuit of suspects, physically restrain uncooperative and violent individuals, carry equipment and supplies which can weigh up to one hundred fifty (150) pounds; Strength and stamina to sit for long periods of time in a patrol vehicle and to enter and exit the vehicle quickly and frequently; walk and run on uneven surfaces, remain alert in a confined space on all shifts; vision to see detail in all light conditions; hearing to identify tone signals and perceive conversations and activities in public, the office, or in the jail; coordination, vision and strength for use of firearms; coordination, vision, and dexterity for use of computer terminals; remain alert and continue physical exertion under stress.

Shift work with periodic change in shifts; work alone in isolated geographic areas, outside in all types of weather conditions; movement from indoor to outdoor environments; work in confined spaces; stress of working with detainees, persons under the influence of alcohol and drugs, emotional individuals, and resistive and combative persons; stress of exposure to personally dangerous individuals and circumstances including dead, injured, and sick individuals; exposure to individuals with communicable diseases.

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 have been offered employment by Eureka County are encouraged to discuss potential accommodations with the employer.

APPROVAL AND ACKNOWLEDGMENT OF RECEIPT

Department Head: _____
(Signature)

Date: _____

*Employee: _____
(Signature)

Date: _____

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

Job Title:	Sergeant	Department:	Sheriff Office
Classification Range:	ELE14	Reports To:	Sheriff
		FLSA:	Non-Except
		Safety Sensitive:	Yes
		Probation Period:	12-months
		Adopted/Revised:	Nov. 7, 2022

Summary of Job Purpose: Under direction, supervises and participates in the work of Deputy Sheriffs assigned to patrol, investigation, and detention facility duties on an assigned shift or in an assigned geographic area; trains, reviews work of, and supervises assigned staff. This is the first line supervisor responsible for assigned shifts or geographical areas. Sergeants regularly perform patrol, detention, and investigation duties of Deputy Sheriff.

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.*

- Develops staff schedules; organizes work to be done by staff; assigns staff to specific cases and to special projects; coordinates activities of staff to ensure effective coverage and prompt response; trains staff in law enforcement methods, application of policies and procedures, and use of law enforcement tools; evaluates staff performance.
- Reviews reports prepared by other staff to ensure they are complete and are consistent with policies and procedures.
- Listens and responds to employee problems, concerns, and complaints; issues warnings and reprimands for inadequate performance and improper behavior.
- Performs patrol functions; monitors detainees in the jail; investigates crimes; enforces public safety regulations; enhances community relations.
- Maintains order and security within the detention facility through verbal communications with detainees and physical presence; assesses information and makes decisions regarding detainees; directs and instructs detainees; reviews and responds to detainee grievances; conducts detainee disciplinary hearings to determine if sanctions are warranted; transports detainees for court appearances; keeps records of dates of appearance and communicates with judges and court staff; maintains security during court appearances.
- Performs inspections of work areas to ensure maintenance of equipment, cleanliness, and security of the facility.
- Organizes and analyzes data; reviews data to extract information to meet specific needs; presents information in a narrative and/or statistical form so that it is readily understandable by the requester or recipient.
- Prepares information for presentation in court and makes presentations in court; studies the details of a case; assembles and organizes needed documentation; orally presents information requested in meetings and court appearances.

- Maintains operation proficiencies; stays abreast of the latest information relevant to assignments and areas of responsibility.
- Provides instruction and training; formally presents a body of knowledge to students in classroom settings; informally orients new personnel to their work environment.
- Performs deputy coroner functions.
- Performs personnel investigations as assigned by the command staff.
- Disciplines, coaches, and counsels employees as needed.
- Must be able to respond to emergency or special project calls at all hours of the day or night.
- Assists senior management in the completion of assigned projects.
- Prepares documents for SCAAP – Foreign National Assistance Program.
- Oversees inmate movement, classification work details.
- Oversees Animal Control and Dog Pound.
- Performs all general duties of Detention Deputy.
- Corresponds with District and Justice Courts as to detainee-court dates.
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

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:*

(125) III: High School diploma/GED; AND four (4) years of verifiable [DEPARTMENT SPECIFIC] support experience; OR two (2) year as a [EC POSITION] II; OR a Bachelor's Degree in a related field. Equivalent combination of formal education and work experience may be considered. Formal education and work experience for consideration such as a two (2) years Associates Degree in related field or appropriate related experience and two (2) years of professional experience in related field.

Required Certificates, Licenses, and Registrations: *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*

- Valid Nevada Driver's license
- Possession of a Nevada Basic POST certificate appropriate for the assignment and at least three (3) years of progressively responsible law enforcement experience in a police or sheriff's department.

Required Knowledge and Skills:

Knowledge of principles and practices of supervision; policies, procedures, laws, and regulations governing law enforcement activities and detention facility operations; current penal, traffic, domestic violence, and criminal case laws; principles of civil rights and scope of law enforcement officer authority; procedures for processing and preserving crime scenes and evidence; interview and interrogation techniques; first aid procedures; local geography and referral agencies.

Ability to train staff in methods, procedures, regulations, and policies of law enforcement; supervise operations consistent with department policies and goals; supervise and evaluate the work of staff;

work under the pressure of dangerous situations, deadlines, and emergencies; establish and maintain working relationships with all levels of County employees and members of the public encountered in law enforcement activities; analyze activities and methods; select alternatives, project the consequences of proposed actions, enforce laws, protect the public, and supervise detainees consistent with regulations and department policies and procedures; understand, interpret, and apply laws and regulations; communicate in writing on matters related to department operations.

Special Requirements: A valid Nevada State driver's license for equipment operated; be at least twenty-one (21) years old on date of appointment; be a U.S. citizen; ability to pass a background investigation; and certification in basic first aid and C.P.R.

EMS Within one (1) year must take and complete the Essential Management Training.

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.*

Strength, stamina, coordination, and balance to stand and walk for long periods, bend and reach to conduct inspections, climb ladders, run in pursuit of detainees, physically restrain uncooperative and violent individuals, drive vehicles in high speed pursuit, carry equipment and supplies; remain alert in a confined space on all shifts; vision to see detail in low light; hearing to identify tone signals and perceive conversation and detainee activities; coordination, vision, and strength for use of firearms; coordination, vision, and dexterity for use of computer terminals.

WORKING CONDITIONS: Shift work with periodic change in shifts; work in confined spaces; stress of working with detainees, persons under the influence of alcohol and drugs, emotional individuals, and resistive and combative persons; stress of exposure to personally dangerous individuals and circumstances including dead, injured, and sick individuals; exposure to individuals with communicable diseases.

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:

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.

Sergeant

PHYSICAL REQUIREMENTS

Check if required for essential job function	Activity	Never 0%	Occasionally 1-33%	Frequently 34-66%	Continuous 67-100%
<input checked="" type="checkbox"/>	Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Sitting - 1/2 hour plus	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Moving about work area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Bending forward	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Stoop position - 1 minute plus	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Climbing stairs - 1 floor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Crawling - hands & knees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Reaching overhead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Lifting strength	# of pounds = 150 lbs			
<input type="checkbox"/>	Lifting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Patient Lifting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Lifting Overhead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Moving carts, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Carry items	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Dexterity/Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Keyboard Operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Rapid-mental/hand/eye coord.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Operation of motor vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Speech, Vision & Hearing					
<input checked="" type="checkbox"/>	Distinguish colors	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>		
<input checked="" type="checkbox"/>	Distinguish shades	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>		
<input checked="" type="checkbox"/>	Depth perception	Describe: _____			
<input checked="" type="checkbox"/>	Ability to hear	Normal Speech Level: _____			
<input type="checkbox"/>	Other Spec. Hearing Req.	Describe: _____			
Exposure - Environmental Factors					
<input type="checkbox"/>	Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Cold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Humidity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Wet Area/Slippery	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Noise	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Dust	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Smoke	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Vibration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Chemical Solutions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Uneven Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Ladder/Scaffold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Ionization	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Radiation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Body Fluids	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Job Title:	Communication Supervisor	Department:	Sheriff's Office
Classification Range:	E13	Reports To:	Undersheriff
		FLSA:	Non-Exempt
		Safety Sensitive:	Yes
		Probation Period:	6 months
		Adopted/Revised:	12/5/2023

Summary of Job Purpose: Under limited supervision, supervises the operations and staff of the Communications center; coordinates the processing of files and documents; acts as liaison with the Nevada State Criminal History Repository and Department of Public Safety's Program Development and Compliance Division; acts as a telecommunicator as needed. This is the supervisory class of the Eureka County Communications Center. This class is distinguished from the Telecommunicator I/II/III classes by having the responsibility for first line supervision of communications staff, scheduling, training and operations of the communications center.

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.*

- Develops Communications' staff schedules and coordinates staff to ensure effective coverage of all shifts.
- Coordinates work to be done by communications staff and assigns staff to special projects.
- Assesses training, travel, and staffing needs.
- Evaluates communications staff through periodic performance evaluations; issues warnings and reprimands, verbal and written, for inadequate performance and improper behavior. Provides Quality Assurance (QA), Quality Improvement (QI) in an objective, positive, constructive manner for the development of Telecommunicator I, II, III's performance.
- Evaluates testing results and applications/resumes for consideration of new communications staff; listens and responds to communications staff problems, concerns, and complaints.
- Assists administration with payroll and timecard processing, accounts receivable and payable.
- Develops, implements and manages work rules and performance standards; develop plans for achieving program objectives and operational goals; develops short-and long-term plans; develops and implements project management systems.
- Performs background investigations of applicants for employment, liquor licenses, carry concealed weapon (CCW) and others as policy dictates; assists administration with hiring procedure, coordinating testing and oral board interviews; verifies returned background packets for all applicants and persons making application for various permits.
- Serves as the Terminal Agency Coordinator, acting as liaison with the Department of Public Safety's Program Development and Compliance Division; ensures that all policy and procedures are followed regarding access to the informational database systems maintained by the FBI, National Crime Information Center(NCIC), State of Nevada (NCJIS), and International Criminal Justice & Public Safety Network (NLETS); ensures the final dispositions from all jurisdictional courts are submitted to the Nevada Criminal History Repository.
- 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 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, subjects of civil process 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 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.
- Monitors/reviews telephone and radio traffic; ensures that calls are handled in accordance with rules and regulations; maintains audio recordings and document and may be required to prepare copies and reports as requested.
- 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; interacts effectively with individuals from diverse backgrounds; processes calls requesting visitation with incarcerated individuals.
- Maintains knowledge of related technology, equipment, operational trends and innovations; participates in training, conferences and seminars as approved; coordinates with County IT department on new equipment recommendations and required maintenance, repair, or replacement to ensure optimal performance.
- Maintains a computer log of all radio and phone calls received and transmitted; operates video and audio equipment as needed for jail and facility safety during booking and daily operations; operates audio logging equipment for all radio and phone calls received and transmitted; maintains local databases by entering calls for service for all requests for services or officer-initiated activity; enters and maintains local house watch list and emergency contact information in local database; completes all pertinent daily and monthly reports.
- Processes work cards, traffic accident reports, case reports, sex offender and ex-felon registrations, civil process database and returns, concealed weapon permit and identification files by ensuring all teletypes have been requested and filed. 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 material; maintains the accuracy, validity, and completeness of all records entered into NCIC, NCJIS, or NLETS.
- Prepares cost projections of department and staffing needs and presents those projections to management as pre-budget information for the communications center.
- Coordinates with other law enforcement communications centers.
- Assists public by providing information related to law enforcement, medical and fire, as well as community amenities and events; assists public 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; assist detention with visitation by providing proper forms and screening of visitors; accepts any fees for services provided by the Sheriff's Department.
- Conducts investigations of citizen and interdepartmental complaints and implements proper resolution to any issues that may arise; provides information, instructions and assistance to public.
- Maintains security, integrity and confidentiality of civil process data according to prescribed agency policies, procedures and applicable regulatory standards; maintaining professionalism in dealing with confidential and sensitive matters while providing excellent customer service; maintain ability to testify as a credible witness in court.

- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

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:*

High School diploma/GED; AND five (5) years of verifiable Telecommunication experience; OR two (2) years as a Eureka County Telecommunication III. An equivalent combination of formal education and work experience may be considered. Formal education and work experience for consideration such as a four (4) years Bachelor's Degree in a related field or appropriate related experience and two (2) years of professional experience in a related field.

One (1) year of verifiable management experience is preferred.

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 certificates, trainings, licenses and registrations must be obtained within 18 months of employment.*

- Valid Nevada Driver's license
- EMD-Q Certification
- NCJIS/NCIC Certification
- TAC-Terminal Agency Coordinator
- CTO-Communications Training Officer
- Communications Center Supervisor Training
- POST-Firstline Supervisor Training
- Essential Management Training
- Firstline Supervisor Training

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.

Required Knowledge and Skills:

Knowledge of: supervisory practices and methods, including objective evaluation practices; basic computer procedures; use of reference books and manuals; office procedures, including filing, record keeping, and operation of basic office equipment; correct English usage, including spelling, grammar, and punctuation; basic law enforcement terms and radio codes; proper questioning techniques to determine the nature of call and level of emergency; available resources for responding to emergencies and calls; geography and jurisdictional boundaries of service area; proper procedures for operation of NCIC/NCJIS/NLETS information systems.

Skills to: to supervise operations consistent with departmental policies and goals; supervise and evaluate the work of staff; establish and maintain working relationships with all levels of County employees; communicate with people in emergencies and varying stages of distress; tend to multiple tasks at the same time; speak clearly over the telephone and radio; communicate with individuals from different backgrounds and communication abilities; use a computer, follow detailed written and verbal procedural directions; evaluate information for consistency and proper course of action; make decisions quickly and accurately; keep records of activities; sort, index, and file documents using developed coding system.

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:
Communication Supervisor

Department Head/Supervisor: _____ Date: _____
(Signature)

*Employee: _____ Date: _____
(Signature)

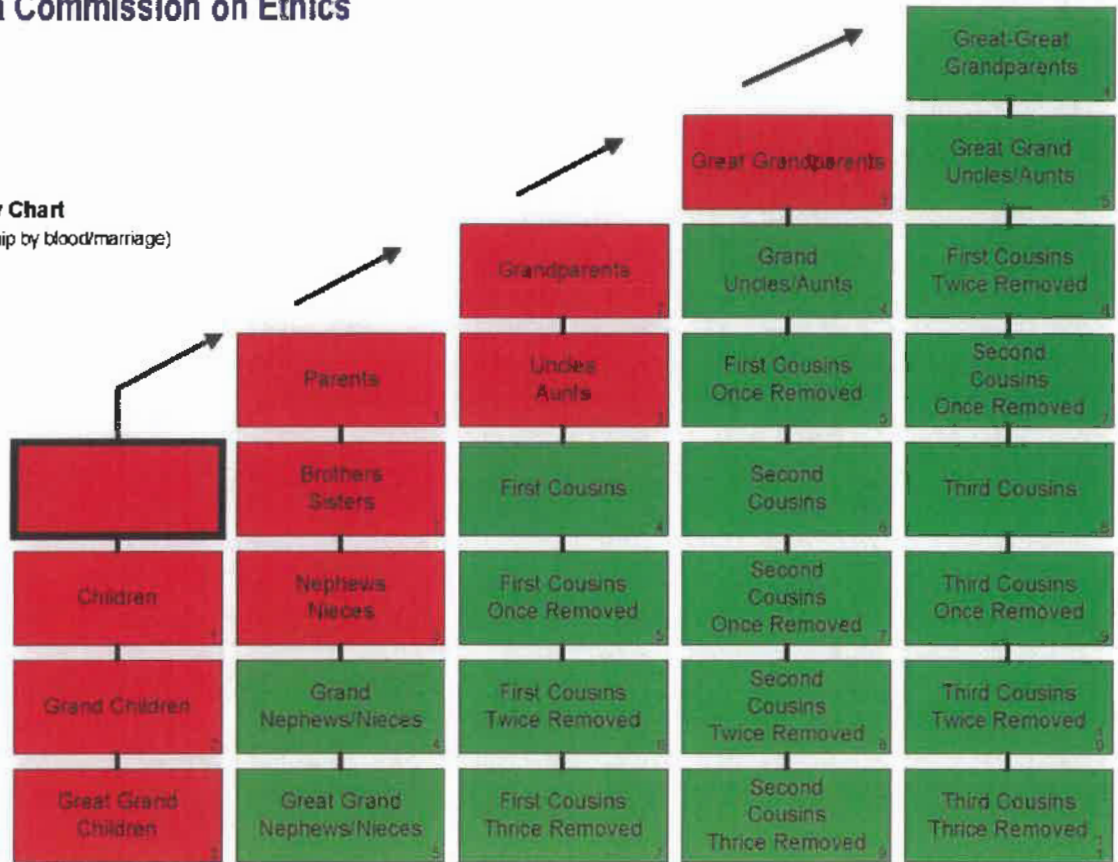
*Employee signature acknowledges understanding of the essential functions and requirements of this position. Employee also acknowledges receipt of this position description.

Appendix B consanguinity

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.

