

CONTRACT BETWEEN THE COUNTY OF MINERAL, NEVADA,
AND MINERAL COUNTY SHERIFF'S DISPATCHERS ASSOCIATION AND

NAPSO

1 June 2022

to

30 June 2024

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PREAMBLE

The Union and the Mineral County Sheriff's Department Association reserve the right to amend, modify, change, delete or add to this proposal at any time prior to the parties reaching a final agreement.

The County is engaged in furnishing essential public services vital to the health, safety, and welfare of the population of the County.

Both the County and its Employees have a high degree of responsibility to the public in so serving the public without interruption of essential services.

Both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the County and its Employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the County and its Employees.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the Statutes of the State of Nevada.

The parties have reached an understanding concerning wages, hour, and conditions of employment and have caused the understanding to be set in the Agreement.

ARTICLE 1 - RECOGNITION

In accordance with the provisions of Nevada Revised Statutes 288, et. seq; this Agreement is entered into between the County of Mineral and the Mineral County Public Safety Dispatchers Association, hereinafter respectively referred to as the "County" and the "Association." For the purposes of administering the terms and conditions of this Agreement and future issues, the Association is Affiliated with the Nevada Association of Public Safety Officers, hereinafter referred to as "Union". Classifications in the bargaining unit covered by this Agreement are Dispatcher (Grade 12) and Dispatch Supervisor (Grade 14).

ARTICLE 2 - DEFINITIONS

A. TYPES OF COUNTY EMPLOYMENT

1. Temporary: A Temporary is one who is hired for a period not to exceed six (6) months. If a Temporary Employee's status is changed to probationary, his or her probationary period shall be retroactive to the date of employment.
2. Probationary: A Probationary Employee is one hired to fill a budgeted position. Such Employee will remain in this status for six (6) months of continuous employment and may be terminated at the discretion of the Sheriff or his designee. Such terminations shall not be for the purpose of keeping jobs filled with Probationary Employees. The

County may extend an Employee's probationary period for up to thirty (30) days with prior written notice to the Association.

3. Regular: Except as conditioned above, a Regular Employee is one who has completed a six (6) month probationary period. The term "Employee" as used in this agreement applies to those persons having a regular appointment to the work force of the County.

ARTICLE 3 - NON-DISCRIMINATION

The provisions of the Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to race, color, religion, sex, age, physical or visual handicap, national origin, or because of political or personal reasons or affiliations. The Union shall share equally with the County the responsibility for applying the provision of the Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

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 controls its operations: to determine the location of its facilities; to determine working hours; to decide the type 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 employees; to hire, layoff, assign, promote employees to determine the qualifications of employees; to determine and re-determine job content; to determine 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. 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 this Agreement.

ARTICLE 5 - PROCEDURE FOR FILLING VACANCIES

1. All position vacancy announcements shall contain all necessary information regarding the position and shall first be posted on at least one bulletin board in each County governed office.
2. The Union stewards shall receive a copy of the announcement and one copy shall be mailed to the Union office within two working days after posting.
3. If a County Employee qualifies, per requirements set forth below in Section E, he/she shall be selected for the position.
4. Employees interested in being considered for the position shall submit an application to the Department Head responsible for filling the vacancy.

5. All Employee applicants for positions shall be considered in determining who is best qualified for the position. Factors to be considered on making the selection will include County service, appropriate education, training, experience, past performance, and the result of an oral interview if necessary. All other factors being equal, the length of service and the training received within the County will be the deciding factors.
6. All Employee applicants will be advised of the outcome of their applications. If an Employee feels aggrieved by a selection made, he/she may invoke the grievance procedure of Level Two with the Sheriff or designee.
7. Promotions of departmental staff shall not be governed by the provisions herein as to the announcement of vacancies.

ARTICLE 6 - WORK HOURS

A. BASIC WORK WEEK

The official work week shall begin on each Monday and end at midnight of the following Sunday. Except as maybe otherwise provided, an Employee who occupies a full-time regular position shall work forty (40) hours, exclusive of meal breaks, but including rest breaks in each week.

Shifts: A shift shall be defined as the Employee's normal workday and are scheduled as follows:

1. Day Shift: Starting at or after 6:00 a.m. and ending prior to 2:00 p.m.
2. Swing Shift: Starting at or near 2:00 p.m. and ending prior to 10:00 p.m.
3. Graveyard Shift: Starting at or near 10:00 p.m. and ending prior to 6:00 a.m.

B. OVERTIME

1. For the purpose of overtime, no such time shall accrue until a maximum of eight (8) hours per day or forty (40) hours work within one calendar week shall have been performed. Holidays not worked, but for which paid, shall be considered work time for the purpose of determining overtime.
2. All hours of work officially ordered and/or pre-approved by the Sheriff or designee in excess of an Employee's basic work week is overtime. Overtime pay shall be paid on a time and one-half basis.
3. All claims for overtime worked shall be submitted by the Employee to his/her supervisor within one workday after performance on the separate payroll claims with timecards for approval by the Board of Commissioners. Overtime rate of compensation shall be added to the payroll period during which the work is performed.

4. If the County decides to continue or re-implement 12-hours shifts for dispatchers, overtime will be calculated on hours actually worked in excess of 80 hours on a 14-day work period.
5. Alternate work schedules may be established by express written mutual agreement between the County Sheriff and the Association which do not involve additional overtime compensation during a 7-day work period. If alternate work schedule involves working more than 8 hours per day, overtime will be calculated on hours in excess of 40 hours in a 7-day work period and will not be calculated on hours worked in excess of 8 hours per day.

C. COMPENSATORY TIME

Overtime will be compensated for in cash or compensatory time off (CTO) at the Sheriff's discretion. The CTO balance shall not exceed eighty (80) hours.

ARTICLE 7 - SALARIES

A. PAY PERIODS

The county agrees to provide compensation services rendered on a biweekly basis

B. SALARIES

Salaries for the term of this agreement as set out in Appendix A (Salary Schedule) which reflects a two class reclassification of positions covered by this agreement. The salary schedule in represents a compensation plan for each such classification governed by this Agreement and provides for a range of compensation for each such classification.

C. SALARY RATE UPON INITIAL APPOINTMENT

The minimum step for each class will be the normal entry rate except as provided below for promotions. An initial employment at a rate above the minimum must be approved by the Board of Commissioners.

D. SALARY RATE UPON PROMOTION

Upon promotion to a higher classification, the new rate shall be either the minimum rate of the range of the promotion to which promoted or the rate that the range which is at least one step higher than the rate of pay received under the previous classification.

E. SALARY RATE UPON LATERAL TRANSFER

Upon transfer to a job classification in the same pay class, the affected Employee shall retain his/her same rate of pay.

F. AUTOMATIC STEP INCREASES

1. An Employee hired at the entry-level range of his/her classification will receive a range advancement upon satisfactory completion of said Employee's initial six (6) month probationary period.

2. "Anniversary Date" as used in this Article, shall refer to the date the Employee was hired. This provision shall only apply to employees hired after July 1, 1994.
3. Each Employee shall, on that Employee's Anniversary Date, receive a range increase to at least the next range of the applicable salary advancement charts attached hereto as Appendix A.

G. LONGEVITY PAY

Effective July 1, 1991, County employees that have obtained at least ten years of service with the County and have reached the topped-out wage range of their respective pay grade will, on their anniversary date, be entitled to move to longevity status 1, 2, & 3 with each year's service. The parties agree that this benefit is not retroactive prior to July 1, 1991.

H. BREAKS IN SERVICE

The following shall not be considered breaks in service or salary adjustment and longevity.

1. Authorized military leave provided that the person is reinstated within ninety (90) days following honorable discharge from military service.
2. Authorized educational leave.
3. Time during which Employee is receiving compensation for injury or disease arising out of and in the course of his/her employment.
4. Authorized leave of absence without pay of ninety (90) calendar days or less within any calendar year.
5. Authorized leave of absence due to long term illness may be extended beyond ninety (90) days upon written request of the Sheriff or designee and Employee to the Board of Commissioners for approval.

I. RECLASSIFICATIONS

Any employee may request a job reclassification. The request shall be in writing to the Employee's Sheriff or designee. The justification for the request shall be documented in writing and accompany the written request. Upon receiving the request Sheriff or designee shall meet and discuss the request with the employee. After the meeting the Sheriff or designee shall add his/her comments, and submit the request to the Board of Commissioners for final determinations. The Board of Commissioners shall within five (5) days of its decision advise the affected Employee of its findings.

J. SHIFT DIFERENTIAL

An Employee who shall work swing shift shall receive a differential equal to seventy-five cents (\$.75) per hour for each swing shift worked. An Employee who shall work graveyard shift shall receive a shift differential equal to one dollar (\$1.00) per hour for each graveyard hour worked. All hours worked on swing shift and graveyards shifts shall be effective and retroactive to first full pay period following July 1, 2007.

K. FIELD TRAINING OFFICER

Employees shall be paid a premium of 5% per hour over and above base pay for the period when assigned to perform the duties of Field Training Officer for new employees, effective the first full pay period following June 1, 2022.

L. Certification Increases

Employees shall be paid a premium of 2% per hour over and above base pay for any period that they obtained certification as a TAC Officer and/or Nevada Post Dispatch Certificate. Certification with a passing grad must be provided to the County as proof of certification. Increases will be added on the next payroll after proof of competition is received.

ARTICLE 8 - CALL BACK

Any unscheduled work required of an Employee for which such Employee is required by his/her Sheriff or designee or said Sheriff or designee to return to his/her place of employment shall be considered callback and to be at least two (2) hours in duration for the purpose of compensation. For employees hired after July 1, 2008, any unscheduled work required of an employee for which such employee is required by his/her department head or said department head's designee to return to his/her place of employment, callback pay (one and one half time the normal rate) will be paid by duration of at least two (2) hours in accordance with the definitions/requirements outlined in the Official Policies of the Public Employees Retirement System of Nevada.

ARTICLE 9 - WORKING OUT-OF-CLASSIFICATION

Those Employees who are ordered to fill a higher classification due to the absence or incapacitation of the incumbent of the higher classified position shall be entitled to an increase of five percent (5%) in salary for the time acting in such higher classified position. However, no acting pay shall be provided until the Employee has worked in the higher classified job for a minimum of two (2) consecutive workdays, effective the first full pay period following July 1, 2007.

ARTICLE 10 - HEALTH AND WELFARE

A. HEALTH INSURANCE

The County shall pay the cost of each employee's health insurance, including vision and dental, through the County group insurance program at the current rates (2022 rate). The Employee is solely liable for paying any increases to the above amounts via automatic payroll deduction.

Each Employee is solely liable for paying the entire monthly premium cost for any eligible dependents via automatic payroll deduction.

B. LONG-TERM DISABILITY

The County shall pay up to ten dollars (\$10.00) toward the cost of an Employee's long-term disability policy. In the event the amount agreed to be paid by the County shall not be sufficient to pay the premium and the Employee chooses not contribute the remaining amount, no long-term disability shall be provided to the said Employee.

C. LEAVE OF ABSENCE

An employee on leave of absence may continue to carry County health insurance by making the full premium payments in a timely manner.

D. LONG-TERM HEALTH INSURANCE

For those Employees retiring on or after July 1, 1987, the County agrees to pay the premium for Employees who are retired and receiving benefits from the P.E.R.S On the basis of the following schedule:

1. Retired with fifteen (15) years of service...50% of the premium
2. Retired with twenty (20) years of service...75% of the premium
3. Retired with twenty-five (25) years of service...100% of the premium

E. DEPENDENT COVERAGE

The County agrees to deduct from the Employee's paycheck the elected coverage for the Employee's spouse and/or dependents in two equal amounts each month.

F. LIFE-INSURANCE CONTRIBUTION

The County and the Union agree the County will pay up to \$5.10 toward the cost of Employee's Life Insurance policy.

G. INSURANCE COMMITTEE

The County shall create an Insurance Committee consisting of one (1) representative each from Local 3 (total of one representative for Sheriff's and Dispatchers bargaining units), Local 39 Unclassified Employees, County Commissioners, Sheriff or designee, the Comptroller or designee to review and make non-binding recommendations to the County Commissioners regarding the level of insurance benefits in the County group health insurance plan. Any recommendation must have a simple majority of the above six (6) listed representatives. Any Insurance Committee recommendation must have a simple majority of the above six (6) listed representatives. Any Insurance Committee recommendation(s) approved by the County Commissioners is/are binding on all Employees and Employee bargaining units. The Insurance Committee is automatically convened at any time within fifteen (15) working days at the request of any one (1) of the above representatives.

ARTICLE 11 - HOLIDAYS

1. The County and Association recognize and agree that the legal holidays shall be:

New Year's Day
Martin Luther King Birthday
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Nevada Day
Veterans Day
Thanksgiving Day
Family Day (day after Thanksgiving)
Christmas Day
Employee Birthday

2. Any day declared a legal holiday for the State of Nevada by the Governor of the State or any day declared a legal holiday by the President of the United States.
3. Should the Employee's birthday fall on a holiday, the Employee will be granted the next regularly scheduled workday as their recognized birthday holiday.
4. Holiday pay will be paid on the date of the legal holiday listed date of the legal holiday listed in paragraph A (1), not when the County observes the holiday except in the case where the County observes the holiday on the date of the legal holiday.
5. All full-time Association Employees must be employed on a forty (40) hour work week to be entitled to time off for such legal holidays.
6. Employees who work on a legal holiday as part of their regular work schedule shall receive their normal salary for the holiday(s) for the hours worked plus holiday pay at the rate of time and a half (1 ½).
7. Employees whose regularly scheduled day off falls on a legal holiday shall receive (8) hours pay at their normal rate, straight time rate.
8. An Employee required to work on a legal holiday which falls on his/her scheduled day off shall be paid overtime for all hours worked at the rate of time and a half (1 ½) the normal hourly rate plus holiday pay of eight (8) hours.
9. All full-time Employees shall be paid on pay status on their scheduled day off immediately preceding and immediately following such holiday in order to be entitled to a legal holiday as herein provided.

ARTICLE 12 - SICK LEAVE AND MATERNITY LEAVE

A. SICK LEAVE

1. All employees of the County shall be entitled to sick and disability leave with pay for one and one-fourth (1 ¼) days for each month of service in the employ of the County which may be accumulated from year to year up to a total accrual of twelve hundred hours (1200). Employees possessing in excess of twelve hundred hours (1200) of sick leave as of the effective date of the Section (i.e., July 1, 1997) shall be entitled to retain all such accumulated sick leave, but shall not accrue additional sick leave until the accrual drops below the twelve hundred hours (1200).
2. Employees shall be entitled to be paid twenty-five percent (25%) of their accrued sick leave, up to a maximum payment equal to twenty-five (25) days of their regular salary, when they leave the service of the County provided they have been continuously employed by the County for a period of two (2) years prior to leaving.
3. Sick leave may be allowed for the illness of an Employee, for the illness of the wife, or husband, children, mother or father of the Employee which requires the presence of the Employee at the home of the Employee or the home of the sick person, or the transportation of said sick person for medical treatment.
4. The public Employee may decline to use any part of the sick leave benefit normally payable to him or her while receiving benefits under Chapter 616 or 617 of the NRS. During such period of time the Employee shall be considered on leave of absence without pay.
5. Sick or disability leave exceeding more than three (3) consecutive days may require written confirmation by a physician or dentist, unless approved by the Sheriff. The Sheriff may require confirmation of absence if he feels leave is being abused. Except for just cause, the County may not require retroactive written confirmation for days used.

B. MATERNITY LEAVE

An Employee is entitled to use accumulated sick leave and annual leave as maternity leave regardless if the type of delivery or results of pregnancy, if the provisions below are complied with fully.

1. Unless as otherwise provided herein, the decision as to when such leave begins or ends shall be made by the Employee with the approval of the Sheriff accompanied by the approval of the Employee's personal physician. The County may require the Employee to have a medical examination by a doctor of its choice and at its expense for the purpose of determining if the Employee should take leave of absence or continue on leave.
2. When an Employee returns to duty in compliance with an authorized leave of absence, such Employee shall be reinstated in the same classification, position, shift,

unit, and scheduled hours in which such Employee was employed before his/her absence, but if conditions in the County have so changed that it would not be feasible to reinstate the Employee in such a manner, then the County will reinstate the Employee to as nearly comparable a position and shift as is reasonable under the circumstances.

ARTICLE 13 - BEREAVEMENT LEAVE

In the following cases of death in an Employee's immediate family, the following provisions shall apply:

1. If the relative is within the first degree of consanguinity or affinity, i.e., spouse, parents, children, etc., requiring his/her attendance, the Employee shall be granted five (5) days administrative leave with full pay.
2. If the relative is within the second degree of consanguinity or affinity, i.e., siblings, grandparents, grandchildren, etc., requiring his/her attendance, the Employee shall be granted three (3) days of administrative leave with full pay.

Employees absent from work due to the death of a person not related as immediate family shall have said time charged against the Employee's annual or compensatory time.

ARTICLE 14 - INDUSTRIAL ACCIDENTS

A. INJURY

Whenever an Employee is injured while on-duty with County, and the injury prevents the Employee from performing his/her normal full-time duties, the County shall pay full salary to the Employee for a period of up to but not to exceed thirty (30) calendar days from the date of absence from work. The thirty (30) day calculation shall be made available to Employees from the date of the injury or knowledge thereof and may only be used as consecutive days off. During this period, the Employee shall not forfeit any accrued sick leave.

Upon expiration of thirty (30) calendar days after the on-the-job injury, if the Employee is still unable to work, he/she may elect to utilize accrued sick leave, during which period the Employee shall receive full compensation from the County, and his/her sick leave shall be charged at the rate of one (1) hour of sick leave for every two (2) hours of sick leave taken for the difference in the hours between SIIS pay his/her salary.

To be entitled to the benefits of this Article, the Employee shall return to the Comptroller all disability payments made by State Industrial Insurance System covering the period(s) enumerated in Paragraph 1 of this section.

Holidays occurring during an injury leave will not be counted as part of the (30) calendar days as specified in Paragraph 2 above.

When accrued sick leave has expired, if the Employee is still unable to work, except for total accumulated vacation time pay, the Employee shall receive no additional compensation from the County.

B. SIIS PAYMENTS

When receiving disability benefits from the State Industrial Insurance System, an Employee shall not accrue sick leave and or vacation time.

C. LONG-TERM DISABILITY

If the Employee is continually confined to a duly licensed hospital as a result of the on-the-job injury, the County shall pay full regular salary to the Employee during the entire time of the confinement until the State Industrial Insurance System ceases to render disability payments in connection with this injury.

1. When the County Commission determines that special circumstances warrant the action, the above requirements of continual confinement to a duly licensed hospital may be waived by action of the County Commission.
2. During this period, the Employee will not forfeit sick leave or vacation benefits but will refund all State Industrial Insurance System disability payments to the County.

D. LIGHT DUTY

1. Whenever medically and administratively feasible the County will provide light duty work.
2. The County may send, at the County's expense, an injured worker to its physician to ascertain whether or not light duty work is physically harmful to the Employee.

E. SECOND OPINION

The Employee has the right to seek, at the Employee's expense, a second opinion if the Employee disagrees with the findings of the County's physician.

ARTICLE 15 - ANNUAL LEAVE

1. Employees shall be entitled to Annual Leave with pay for each month of service in the employ of the County, which may be cumulative from year to year not to exceed thirty (30) working days as follows:
 - a. 1-1/4 working days for less than 10 years of service.
 - b. 1-1/2 working days for 10 through 14 years of service
 - c. 1-3/4 working days in excess of 14 years of service.
2. The Sheriff shall grant a vacation when requested in a timely manner, so as to not exceed the Annual Leave cap of 240 hours. The Employee shall have until December

31 of the year to use annual leave. If on January 1 of each year, an Employee has more than 240 hours of annual leave, the County will buy out 40 hours of annual leave without documentation of leave denial. If on January 1 of each year, an Employee has more than 280 hours of annual leave, the County will buy out an additional 40 hours of Annual Leave, should documentation be provided to the Comptroller's Office that the Sheriff, for whatever reason, denied a vacation requested in a timely manner and/or there was a labor shortage.

3. If an Employee falls sick during approved Annual Leave, the time he/she is sick cannot be charged to sick leave without a doctor's certificate and the approval of the Sheriff or designee. Annual Leave benefits shall be considered only to be time off with pay. Payment for time accrued in lieu of Annual Leave will not be allowed, except as provided above (NRS 245.210). Leave year is to be construed that same as the calendar year (January 1 through December 31).
4. Employees must process all requests for leaves of absence through the Sheriff or designee to the Mineral County Commission. The Board of Mineral County Commissioners may, by order entered in its minutes, provide additional annual, sick and disability leave for part-time employees. The Board of Mineral County Commissioners shall have the authority to grant leaves of absence to any Employee without prejudice or status, but no vacation or sick leave credits shall accrue during such leave.
5. Employees shall be entitled to compensation for accrued Annual Leave upon the termination of employment of such Employee, such compensation to be equal to the number of accrued hours of Annual leave multiplied by the daily salary or wages such Employee at the time of termination. However, this paragraph shall not apply to Employees of the County who have been in the Employment of the County for less than six (6) consecutive months and who shall not be entitled to compensation for accrued Annual Leave.
6. During the first six (6) months of employment of any Employee, Annual Leave shall accrue, but no Annual Leave shall be taken during such period.
7. No Employee shall be absent from employment on Annual Leave without first obtaining approval from his/her Sheriff or designee.
8. If the Employee has filed a written designation of beneficiary, then the final payment of compensation due a deceased Employee of any county, city, town, township, district or any other political subdivision of the State of Nevada, is not his/her property or that of his/her estate but shall be released to the beneficiary. If the deceased Employee has not filed such a designation with his/her employing public

entity, the final payment is a part of the Employee's personal estate. As used in this section, "final payment" means the net amount due the Employee after the deduction of all lawfully withheld sums from the Employee's gross compensation.

ARTICLE 16 - MILITARY LEAVE

In the event that an Employee is absent due to being called into the military service of the United States or of the State of Nevada for duty, the Employee may continue to receive a salary from the County not to exceed fifteen (15) working days. (Note: 1967 law, "National Guard, NRS Chapter 411, Section 29.)

ARTICLE 17 - JURY DUTY/COURT APPEARANCE

1. Any Employee requested to appear in any court or before the Grand Jury as a juror, witness in a criminal case, or a witness in a civil case with the purpose of giving testimony, shall receive full compensation as though he/she were actually on the job during that time. The overtime provision for compensation shall apply if the Employee is on County business, which shall mean any case in which the County is being sued or being sued and an Employee is called to testify on behalf of the County.
2. The Employee shall claim any jury, witness or other fee to which he/she may be entitled by reason of the appearance and pay the fee(s) over to the County Treasurer.
3. Employees appearing in court for the above-stated reasons on scheduled days off shall retain the use of compensation as may be authorized for that appearance.
4. The Employee shall be responsible for completing the time report for the days of court leave granted while absent from his/her regularly scheduled duties.

ARTICLE 18 - ASSIGNMENTS REQUIRING MOTOR VEHICLES

Whenever it is necessary for an Employee to use a motor vehicle in the performance of assigned duties, such vehicle and fuel costs shall be furnished by the County or the Employee shall be compensated for the use of said Employee's personal vehicle at a rate of forty-eight and a half cents (\$48 ½) per mile or at the rate set by Nevada State Legislature, whichever amount is greater.

ARTICLE 19 - HEALTH AND SAFETY

1. It is the intent of the County to be in compliance with federal, state, and local health and safety statutes.
2. It is the obligation of the Employee to bring to the attention of his/her supervisor any knowledge of health and safety problems.
3. The County shall not discipline, discharge or in any manner discriminate against any Employee because the Employee has fulfilled his/her obligation as stated above.

4. The County agrees to act as soon as possible in order to alleviate any health and safety problems.

ARTICLE 20 - UNIFORM ALLOWANCE

The County agrees to supply a uniform consisting of five (5) logo shirts for employees to wear.

ARTICLE 21 - EDUCATIONAL COURSES

1. It is the policy of the County, subject to the availability of funds, that tuition fees for approved job-related educational and training courses for the County employees may be approved, subject to approval by the Board of Commissioners.
2. Courses may be taken only at an accredited institution of higher learning or an approved adult education class. Reimbursement shall require proof of completion.
3. Any adjustments in the regularly scheduled work must be approved by the Sheriff.
4. The general purpose of this program is to build a County workforce that is more productive and better motivated resulting in a lower turnover of Employees.

ARTICLE 22 - REINSTATEMENT

When a former Employee is reinstated after a break in service of more than ninety (90) days and less than one year, such Employee shall be entitled to the same step and grade classification he/she held prior to the break in service. Any exception must be approved by the Board of Commissioners upon written justification by the Sheriff.

ARTICLE 23 - RETIREMENT

1. Subject to statutory requirements, the Employer agrees to continue making the total Employee contributions to the Nevada State Retirement System (PERS) on behalf of the Employees.
2. The normal retirement age for all employees shall be 70 years of age. In special cases, the Board of Commissioners will grant work extensions to Employees after the age of 70 on a year-to-year basis. Extensions will be granted beyond the age of only when it is in the best interest of the County to do so. Extension request will be dealt with on the basis of the facts in each individual case. Any Employee requesting extensions shall demonstrate physical, mental, and emotional fitness to perform his/her work by way of yearly physical examinations.
3. Sheriff or designee shall be consulted and any pertinent fact regarding the work performance of the Employee requesting and extension of retirement age may be considered in determining disposition of the request. Employees desiring to work extension past the age of 70 shall submit his/her request in writing to the County Board

not less than six months prior to their 70th birthday. In the absence of approved extension, Employees shall retire from employment not later than December 31st, following their 70th birthday.

ARTICLE 24 - PERSONNEL FILE

1. Each Employee shall have the right, upon written request, to review the material in his/her own personnel file in the Comptroller's office during non-duty hours.
2. A representative chosen by the Employee may, at the Employee's request, accompany the Employee to this review.
3. Materials shall be released only for the purpose of processing grievances and for County legal documentation, except when written consent is given by the Employee.
4. All material in the file must be signed by the source of the material and dated. No anonymous letters or material shall be placed in this file.
5. Any negative written statement related to the Employee's assigned duties or responsibilities shall not be placed in the Employee's personnel file until after the Employee has had the right to review. The Employee may grieve the dispute arising under the Article. An Employee may after six (6) months of issuance of any negative actions, request of his/her Sheriff or designee the removal and destruction of such material. In the event that Sheriff or designee refuses such request, the affected Employee may appeal to the Board of County Commissioners. The Board may honor such request at its discretion.
6. At the written request of the Employee all adverse materials will be removed from the Employee's file after one year has elapsed. In any event, all adverse materials will be considered null and void after such one-year period.
7. An Employee will, on written request to the County, receive copies of all materials in their personnel file.
8. Commendations shall be placed into the personnel file and a copy presented to the Employee.

ARTICLE 25 - SENIORITY

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.
2. Seniority by classification shall be the principal consideration in cases of layoffs, demotions and recalls. The County reserves the right to determine which classifications

will be given written notice fifteen (15) days prior to an employee layoff or demotion. An Employee may be retained, without consideration of seniority, should that Employee possess a skill not possessed by another Employee, that Employee shall have the option of choosing demotion or transfer provided there is an opening for which the Employee is qualified in the bargaining unit. 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, the Employee shall be removed from the list.

3. On re-employment from a layoff list, if returned within one year, the Employee shall be reinstated to the classification and wage 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.
4. Upon re-employment, the salary shall be set pursuant to the Article 7 – Salaries of this Agreement
5. Demotion of an employee for failed performance is excluded from the conditions applied under the terms of this Article.

ARTICLE 26 - UNION DUES

1. Employees may authorize payroll deductions for the purpose of paying Association dues. Upon written authorization to the County from and Employee, the County agrees to deduct on biweekly basis from the wages of the Employee the amount of Association dues.
2. The sums deducted shall be forwarded to the Association after the deduction has been made. The County also agrees to supply each time, the Association with a list of Employees who have authorized deductions. If the Employee is, the list will state "add". If an Employee leaves the employ of the County, the form will say "delete".
3. The Association agrees to indemnify, defend and hold the County harmless against any and all claims or suits that may arise out of or by reason of action taken by the County in reliance upon any authorization cards submitted by the Union to the County. The Union agrees to refund the County any amounts paid to it in error or mistake.
4. Dues deduction authorization shall be irrevocable for a period of one year and automatically renewed each year thereafter except that authorization may be withdrawn by an Employee during the month of April. If dues deduction authorization is not revoked during such period, it shall continue for the balance of the contract year.

5. The Association will certify to the County in writing the current rate of membership dues. The County will be notified of any change in the rates of membership dues thirty (30) days prior to the effective date of such change.
6. Upon termination of any Employee, the remaining amount of dues for the time worked will be deducted from the final check.
7. The Employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate Association dues when a member in good standing of the Union is in a non-pay status during part of the pay period. In this connection, all other legal and required deductions have priority over Association dues.

ARTICLE 27 - UNION BUSINESS LEAVE

1. Two members of the Association Negotiating Committee may be granted leave from duty with full pay, when reasonable, for all meetings between the County and the Association for the purpose of renegotiating the terms of this Contract when such meetings take place at a time during which such members are scheduled to be on duty. In any event, not more than one (1) Employee may be released from any one (1) department at any time.
2. One Association member may be granted leave from duty with full pay for all meetings between the County and the Association for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
3. Whenever conditions permit, one association member may be granted leave from duty with or without pay for any reasonable and just cause as may be determined and granted by the Sheriff. Approval for such leave by the County Commissioners shall not be unreasonably denied.
4. The Association shall notify the County of the designated representative who shall be authorized to meet and confer with County Employees and Sheriff or designee concerning the enforcement of the provisions and terms of this Agreement and other working conditions.

ARTICLE 28 - MEETING ROOMS AND BULLETIN BOARDS

1. It is the privilege of the Association to use the provided space on the County bulletin boards for the posting of information or notices concerning Association business. A copy of all materials to be posted will be sent to the County Commissioners and/or their representative when posted.

2. Upon prior request the County will provide space for Association meetings.

ARTICLE 29 - DISCHARGE AND DISCIPLINARY ACTION

1. The County shall provide the affected Employee with written notice prior to taking discharge or disciplinary action, except where circumstances dictate the County take immediate action to remove the Employee from the workplace. In such cases, written notice as set forth below shall be provided the Employee within two (2) working days of the action.
2. In all cases, written notice of discharge or disciplinary action shall be served on the Employee personally or by Registered Mail, return receipt, with copy of the notice placed in the Employee's personnel file and mailed to the Association.
3. The County agrees that no Employee may be disciplined or discharged without cause.
4. The written notice shall contain the following information:
 - a. The type of disciplinary action
 - b. The effective date of the action
 - c. The reason or cause for the action.
 - d. The employee shall be furnished all materials upon which the action is based.
 - e. That the Employee has the right to respond to the authority initially imposing the discipline.
5. Except in instances where disciplinary action must be imposed immediately, the notice shall be provided to the Employee and the Association no later than five (5) working days before the disciplinary action is to be effective. Where immediate disciplinary action has been imposed, such action will not become final until the aforementioned notice has been furnished to the Employee and the Employee has been provided no less than five (5) working days from the receipt of the notice to respond to the authority initially imposing the discipline. Once the proposed disciplinary action has been imposed, the affected Employee shall have the right to appeal such disciplinary action under the grievance procedure. Such appeals shall be filed directly at the step of the grievance procedure from the authority initially imposing the discipline as set forth in the Grievance Procedure Article of this agreement.
6. For the purpose of this Article and the Grievance Procedure Article of this Agreement, a "working day" shall be defined as a day when the County offices are normally open for business.

ARTICLE 30 - GRIEVANCE PROCEDURES

A. DEFINITION

A grievance shall be defined as a dispute between an Employee, a group of Employees, or the Association and the County which involve the interpretation, application, or enforcement of any provision of the Agreement.

B. TIME LIMITS

The Parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of a prescribed time limitation of the Article of the Agreement by the Union will mean the grievance is forfeited by the Association. A violation of a prescribed time limitation of the Article of the Agreement by the County shall cause that, in the event of arbitration, the arbitrator be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties if this Agreement may grant an extension to the requesting party if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of the extension being requested.

C. PROCEDURES FOR FILING

All grievances except as defined specifically in the Discharge and Disciplinary Action Article of this Agreement 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 grievated Employee will verbally present the grievance to his/her Sheriff or designee for review.

The grievated Employee may request representation by an Association member or business representative at this hearing. The Sheriff or designee shall, within five (5) working days of hearing said grievance, render a verbal decision to the grievant. The Sheriff or designee response at Step 1 shall not be subject to the provisions of Section B of this Article.

Step 2. Should the grievant be dissatisfied with the Sheriff or designee's Step 1 response, the grievance shall be reduced to written form and presented to the Employee's Sheriff or designee for formal disposition. The grievance shall advance to Step 2 within five (5) working days of the Sheriff or designee's Step 1 response or lack of response. The grievance shall be signed by the grievated Employee or business representative. The sheriff or designee 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 2 formal response of the Sheriff or designee, the grievance shall be forwarded, in writing, within five (5) working days of the Step 2 response to the County's designated representative by the grievated Employee or the Union's business representative. The County's designated representative shall respond on writing to the grievance within five (5) working days of the date said County representative received the grievance. For the purpose of this Step of Grievance Procedure, the County will keep the Union notified in writing of its designated representative.

Step 4. Either party to the Agreement may request arbitration of an unresolved grievance. The party requesting arbitration shall notify the other party on writing of such intent within ten (10) working days of receipt of Step 3 written response. The moving party shall request a list of seven (7) arbitrators from the American Arbitration Association. Upon receipt of said list, the parties shall alternately strike names until one remains to serve as arbitrator. The decision as to which party shall strike first name from the list shall be determined by lot.

D. 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 if the Arbitrator shall be based exclusively on the evidence presented at the hearing.

E. EXPENSES

The fees of the Arbitrator and a court recorder, if necessary, shall be borne equally by the parties. Each party shall be responsible for its legal, witness, and/or preparation fees. County Employees required to testify in such arbitrations shall receive his/her rate of pay and shall return to their job as time permits.

F. COMPLIANCE

The parties agree to comply with 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) days of the hearing, all other decisions within thirty (30) days.

ARTICLE 31 - STRIKES

The Association agrees that there shall be no strikes against the County under any circumstances and that all County Employees shall continue to work under all circumstances.

For the purpose of this Agreement the meaning of the word "strike" shall include but not be limited to and concerted stoppage of work, slowdown, interruption of the operations of the County by the Association and/or its members.

ARTICLE 32 - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The County and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated, to bargain collectively with respect to subject matter referred to or covered in this Agreement, with respect to subject matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 33 - SAVINGS CLAUSE

In the event that any provision of this Agreement is or shall be rendered invalid by legislation or be declared invalid by any court or regulatory agency 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.

ARTICLE 34 - EFFECTIVE DATE AND DURATION

This Agreement shall be in full force and effect from June 1, 2022, and shall continue in force through June 30, 2024, subject to the parties entering into negotiations for modifying their wage classification schedule in Spring of 2023.

MINERAL COUNTY
Board of Commissioners

NEVADA ASSOCIATION OF PUBLIC
SAFETY OFFICERS

Christine Hoferer, Chairman

Andrew Business, Executive Director

Cassie Hall, Member

Jim Kenner, Association President

Curtis Schlepp, Member

Attest:

Teresa McNally, Clerk and Treasurer

Attest to Legal Form:

T. Jaren Stanton, District Attorney

APPENDIX "A"

	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15
Class 12	17.7702	18.141	18.5221	18.9135	19.2946	19.6963	20.0877	20.4688	20.8911	21.2413	21.746	22.1786	22.6524	23.4867	23.6309
Class 14	18.5221	18.9135	19.2946	19.6963	20.0877	20.4688	20.8911	21.2413	21.643	22.0241	22.5494	23.0232	23.5073	24.012	24.5167