



COLLECTIVE BARGAINING AGREEMENT

between

Nye County

&

**Nye County Law Enforcement
Association**



July 1, 2020 – June 30, 2021

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Preamble

WHEREAS, the County is engaged in furnishing essential public services vital to the health, safety, and welfare of the population of the County of Nye; and

WHEREAS, both the County and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility and have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the County and its employees, and with the intention and desire to foster and promote the responsibility of sound, stable, and peaceful labor relations between the County and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Nevada, except as modified in the Agreement; and

WHEREAS, the parties have reached an understanding concerning wages, hours, and conditions of employment, and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1 – Recognition

1. Nye County, hereinafter referred to as “County”, recognizes the Nye County Law Enforcement Association, hereinafter referred to as the “Association”, as the sole and exclusive bargaining representative of County employees with Peace Officer status as assigned to the classifications listed below.
2. Employees assigned to the following classifications are represented by the Association except as limited by Section 3 of this Article.

Deputy Sheriff

Sergeant

Provided that effective January 21, 2021 the Sergeant classification shall be deleted and that classification shall no longer be covered by this Agreement.

Sheriff Investigator

District Attorney Investigator

Justice Court Bailiff

3. County employees who are excluded from the bargaining unit are as follows:
 - a. Those employees certified to another bargaining unit under the provisions of NRS Chapter 288.
 - b. Confidential employees.
 - c. Employees exempted in accordance with NRS 245.216.
 - d. Temporary employees.
 - e. Part-time hourly employees, working less than twenty (20) hours per week.

ARTICLE 2 – Definitions

1. **Association** is defined as the Nye County Law Enforcement Association.

2. **Call Back** is defined as time when an employee has completed his/her regular assigned shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice.
3. **Catastrophic Illness/Injury** is defined as an illness or injury that keeps an employee from performing the duties of their job (i.e., the employee is hospitalized, homebound, or is the primary care giver to a family member). The illness or injury cannot be a result of an illegal act, nor can it be intentionally self-inflicted.
4. **Continuous Service** is defined as an unbroken period of regular or probationary full-time employment and/or regular-intermittent employment with the County.
 - a. The following circumstances shall not be considered as breaks in continuous service.
 - i. Authorized education leave.
 - ii. Time during which an employee is compensated for an on-the-job injury which is covered under workers' compensation benefits.
 - iii. Qualified and approved sick or family leave.
 - iv. Leave of absence for approved military leave.
 - v. The resignation of the employee provided that s/he returns to County employment within ninety (90) calendar days from the effective date of his/her resignation.
 - vi. Qualified and approved unpaid leave.
 - vii. Disciplinary suspension for a period not to exceed thirty (30) calendar days.
 - b. Except for those circumstances delineated in section a above, any break in qualifying service shall result in a new "hire date" for purposes of determining whether longevity applies to the employee.
5. **County** is defined as Nye County.
6. **Critical Incident** is defined as a situation in which an employee is involved in an incident where serious physical injury or death did or could have resulted to the officer or another person.
7. **Demotion** is defined as movement of an employee from one classification to another classification with a lower salary range, regardless of the actual salary paid to the employee.
8. **Department** is defined as a distinct, specialized division of the County (i.e. Nye County Sheriff's Office, Pahrump Justice Court, Nye County District Attorney's Office).
9. **Department Head** is defined as the official who is in charge of a Department within the County.
10. **Domestic Partner** is defined as those individuals recognized pursuant to NRS 122A.030 who have registered a valid domestic partnership pursuant to NRS 122A.100 and shall not have terminated that domestic partnership as provided in NRS 122A.300. The same family relationships and in-law status as referenced above shall apply to a registered domestic partner. No rights as a domestic partner may be claimed or otherwise exercised until the employee shall have provided the County with a copy of the certificate from the State of Nevada evidencing such registration.
11. **Emergency** is defined as a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate (1) the endangerment of lives, health or property or (2) a reasonably anticipated threat to public safety.
12. **Employee** is defined as a person who is employed in a position covered by this Agreement, for a wage to perform work for Nye County.

13. **Executive Board members** is defined as elected and appointed Association members who are currently in service on the executive board of the Association (and shall include their designees).
14. **Family/Family Member** shall be defined as all family relations within the third (3rd) degree of consanguinity of the employee on the incorporated Consanguinity/Affinity chart.
15. **Grievance** is defined as a dispute between the County and an employee, or the Association, involving a violation of the terms of this Agreement or a violation of the policies of NCSO, Nye County, Nye County District Attorney's Office or the Pahrump, Beatty or Tonopah Justice Courts in which the violation causes harm to the grievant. In the event of a grievance being a violation of the policies of NCSO, Nye County, Nye County District Attorney's Office or the Pahrump, Beatty or Tonopah Justice Courts, the grievance process stops at step three (3) of the grievance process.
16. **Grievant** is defined as a County employee or group of employees, or the Association, who is/are covered by the provisions of the Agreement and believe(s) he, she, they, or it has/have been adversely affected by the matter being grieved.
17. **Health Insurance** is defined as medical, prescription, dental and vision insurance.
18. **Job Related Injury** is defined as any injury or occupational disease that arose out of and in the course of employment as determined pursuant to the provisions of the Nevada Industrial Insurance Act or Nevada Occupational Diseases Act.
19. **Layoff** is defined as the temporary or permanent removal of an employee from his/her job because of lack of funds, lack of work, re-organization, or an employee's ineligibility or physical inability to continue in his/her assigned position.
20. **Overtime** is defined as all hours worked past an employee's regularly assigned schedule and normal duty hours paid at the rate of one-and-one-half (1-1/2) times the normal hourly rate.
21. **Probationary Employee** is defined as a person who has been employed by the County for a period of less than one year. Probationary employees may be released without notice, reason or right of appeal.
22. **Promotion** is defined as movement from one job classification in the department to another job classification in the same department when the top step of the salary range for the new classification is a least four percent (4%) higher than the top step of the old classification.
23. **Promotional Employee** is defined as an employee who has been promoted.
24. **Seniority** is defined as an employee's length of continuous service with the County, within or without the bargaining unit, measured in calendar days from the first day the employee actually worked for the County on or after the employee's most recent date of hire.
25. **Seniority Pool** is defined as all employees holding the same job classification in the same department.
26. **Shift** is defined as an employee's regularly assigned work day and time.
27. **Squad** is defined as a group of employees working within the same Department, same Division, and the same shift.
28. **Standby Time** is defined as time in which an employee is expected to be available to respond to a request to return to work for duty assignment during off-duty hours.
29. **Strike** is defined as to include but not limited to any concerted stoppage of work; slowdown; interruption of any operation by employees; absence from work upon any pretext or excuse, such as

illness, which is not founded in fact; or interruption of the operations of the County by the Association and/or its members.

30. **Uniform** is defined as required clothing and equipment for any position to include plain on-duty clothes.
31. **Working Day** is defined as any day that the County administration is open for business, excluding Saturdays, Sundays, and observed holidays.
32. **Written** is defined as communication by means of written symbols to include but not limited to, e-mail, fax, handwriting, typewritten documents.

ARTICLE 3 – Association Security

1. The County agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association as Association 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.
2. Dues collected by the County shall be remitted to the bank account of the Association within three (3) days of collecting the dues from the employees. Should the bank account of the Association change, the Association shall advise the county at least ten (10) working days prior to the change taking effect. In no event shall the County remit the funds via wire transfer so as to cause the Association to incur a fee without permission of the Association President.
3. The parties recognize the rights of all peace officers under NRS 289.
4. The County recognizes and agrees to deal with representatives of the Association on all matters covered by this agreement and pursuant to the provisions of NRS 288 and 289.
5. The Association and/or its representative may act on behalf of its members with respect to grievance/disciplinary matters, except when the member's signature is expressly required.

ARTICLE 4 – Association Business

1. The County agrees to allow Association members to donate up to five (5) hours of annual leave to an association bank annually for Association members to use to attend conventions, seminars and training directly related to Association business.
 - a. No more than one (1) individual from a squad may use Association leave at any given time. Exceptions may be granted by the Department Head and/or his or her designee.
 - b. Any Association member taking leave pursuant to this article will notify their immediate supervisor with thirty (30) days prior notice in writing. Provided that if the need for leave is not reasonably foreseeable by the Association member at least thirty (30) days in advance the Association member shall notify their immediate supervisor of the need for the leave as soon as practicable.
 - c. When an Association member takes leave pursuant to this Article they will note on the timecard the hours as Association hours, and a member of the Association Executive Board shall notify payroll the use of the donated hours is authorized prior to the close of the payroll period.

- d. No provision of this Article shall grant the employee a right to overtime for any Association business. Schedules shall be adjusted if the training is to fall on the employee's time off.
2. The County agrees to allow the Association to post notices concerning legitimate Association business on County bulletin boards and to distribute such notices via County e-mail system. All notices to be posted will be sent to the Department Head in advance of posting/emailing for information purposes.
3. The County will allow the Association to use County property for the purpose of holding association meetings and for conducting association business relating to employment-related issues, so long as it does not interfere with or disrupt the County's operations. The Department Head who has control over the desired building must be contacted and the use of the facilities requested at least forty-eight (48) hours in advance by the Association. Unless the facility is unavailable, the Department Head will not unreasonably withhold use of a meeting room.
4. Association business time (to include travel) for up to two (2) Executive Board Members shall be approved as on duty time, but limited for the purposes of:
 - a. Attending legal hearings or County meetings, including negotiations, which have a direct impact on the Association.
 - b. Investigating, processing or attending meetings in accordance with the provisions of the grievance, discipline and or arbitration procedures of the Agreement.
 - c. No provision of this Article shall grant the employee a right to overtime for any Association business. Schedules shall be adjusted if the business is to fall on the employee's time off.
5. The Department Head shall provide the Association President copies of all proposed changes to general orders, policies or procedures, rules and regulations prior to their effective date. All directives issued after the ratification of this Agreement shall be provided to the Association President (or designee) and shall within twenty-four (24) hours be maintained in a database of current directives available to all employees. Within five (5) working days, the Association President shall advise the Department Head of any legal objection, (along with any comments or proposed changes), to the general order, policy, procedure, rule, regulation, or directive. Any such objection shall be considered an "informal grievance" and, within five (5) working days of the Department Head's written response, the Association may invoke the procedure in Article 14 beginning at Section 4.

ARTICLE 5 – Management Rights

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

ARTICLE 6 – Strikes & Lockouts

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

ARTICLE 7 – Non-Discrimination

1. The County shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership and/or legitimate activity as set forth in this Agreement.
2. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination on the basis of any characteristic protected by state or federal law.

ARTICLE 8 – Holiday

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

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

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

2. Holidays shall be observed on the date of the actual holiday except as otherwise provided in this Article.
3. Holiday Pay:
 - a. Holiday Not Worked: If a paid holiday as defined by this Article falls on an employee's regularly scheduled work day and the employee does not work then the employee shall receive a payment of their regular hourly rate of pay for the amount of hours that the employee would have normally worked. Employees working in offices or departments that work regular Monday-Friday schedules and are not required to work on holidays shall observe the holiday on the preceding Friday if the designated holiday falls on a Saturday or the following Monday if the designated holiday falls on a Sunday.
 - b. Holiday Off: If a paid holiday as defined by this Article falls on an employee's regularly scheduled day off, then the employee shall receive an additional payment of eight (8) hours at their normal hourly rate of pay.
 - c. Holiday Worked: If an employee works a regularly scheduled shift during a paid holiday as defined by this Article, then the employee shall be compensated by receiving 2.5 times their normal hourly rate of pay for all hours worked during that holiday.

- d. Holiday Overtime: If an employee works overtime on a paid holiday as defined by this Article, then the employee shall be compensated at a rate of 3.5 times their normal hourly rate of pay for each hour of overtime worked during that holiday.
4. In order to be entitled to a legal holiday as provided, employees shall be on pay status on their scheduled work day immediately preceding and immediately following such holiday, this provision shall not apply if the employee is forced to take unpaid time off due to disciplinary measures either preceding or following a holiday.
5. Employees who are in an unpaid status as a result of an accepted workers' compensation claim shall be considered on pay status for the purpose of this Article and shall receive the appropriate holiday pay benefit as a result of the claim.

ARTICLE 9 – Annual Leave

1. The County and the Association agree that annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.
2. Employees shall be eligible to take annual leave after six (6) months of continuous full-time service.
3. Accrual of annual leave, effective for eligible employees working on a full-time basis, shall be as follows:

LENGTH OF SERVICE	HOURS ACCRUED
Hire Date to 3 rd Anniversary Date	8 hrs/Month
3 rd Anniversary Date to 8 th Anniversary Date	10 hrs/Month
8 th Anniversary Date to 12 th Anniversary Date	12 hrs/Month
Beginning with the 12 th Anniversary Date	14 hrs/Month

4. Annual leave accrues when the Employee is in a paid status.
 - a. In the event the employee is in a non-paid status, the employee will accrue annual leave on a pro-rated amount.
 - b. This does not include non-pay status as a result of a disciplinary action.
5. Annual leave may be accrued without limit from January 1st to December 31st in any calendar year; provided, however, that:
 - a. The maximum annual leave accrual allowed on December 31st of each year is two hundred forty (240) hours for each employee. Any annual leave which exceeds the allowed maximum shall be forfeited on December 31st of each calendar year except as provided below.

If an employee is denied use of accrued annual leave and the denial results in an employee's leave balance exceeding two hundred forty (240) hours at the end of a calendar year, the employee shall, upon request, carry over approved excess leave into the next calendar year. Such leave is to be taken prior to the end of March in the following year.
6. In the event of the death of an employee, the employee's beneficiary shall receive lump sum payment for all of the employee's accrued annual leave at the time of the employee's death.

7. Upon separation from Nye County, an employee with more than six (6) months employment will be paid for all accrued annual leave at the employee's regular rate of pay. The amount shall be paid with the final payroll check.
8. Effective upon ratification of this Agreement by the Board of County Commissioners, an additional twenty (20) hours shall be added to each employee's annual bank. The added hours shall be subject to all the provisions of Article 9. The added hours apply only to the calendar year 2021 and this paragraph 8 shall not be included in any future Collective Bargaining Agreements unless agreed to by the parties in writing.

ARTICLE 10 – Sick Leave

1. All employees shall accrue ten (10) hours of sick leave per month as long as they are in a paid status.
 - a. In the event they are in a non-paid status, the employee will accrue sick leave on a pro-rated amount.
 - b. This does not include non-paid status as a result of a disciplinary action.
2. Employees shall receive their current hourly rate of pay for each hour of sick leave used.
3. All unused sick leave shall be carried over and added to the next year's accumulation without a maximum total accrual amount.
4. An employee who has at least five (5) years of continuous service shall be compensated for a percentage of his/her accrued sick leave upon separation from service with the County due to resignation, retirement, disability, or death. If the separation is due to the death of the employee, the compensation due will be paid to the beneficiary(ies) designated by the employee. The compensation shall be equal to the number of hours of sick leave, up to a maximum of one thousand (1000) hours, multiplied by the appropriate percentage of accrued leave (see table below), multiplied by the employee's hourly salary at the time of separation from service.

COMPLETED YEARS OF CONTINUOUS SERVICE	PERCENTAGE OF ACCRUED SICK LEAVE ELIGIBLE FOR COMPENSATION
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%
11	52.5%
12	55%
13	57.5%
14	60%
15	62.5%
16	65%
17	67.5%
18	70%

19	72.5%
20	75%

5. If separation from the County is due to death in the line of duty, then the County shall pay to the employee's beneficiary 100% of his/her accrued leave without regard for the completed years in continuous service.
6. If an employee, employed for the entire calendar year, uses zero (0) hours of sick leave during that calendar year, that employee shall be entitled to thirty-five (35) hours of pay at his/her current hourly rate of pay, to be paid on the second payday in January. Payment shall be in the form of a separate check.
 - a. Bereavement leave pursuant to 9(e) will not count against the employee's eligibility for this bonus.
7. If an employee, employed for the entire calendar year, uses forty (40) hours or less of sick leave during that calendar year, that employee shall be entitled to twenty-four (24) hours of pay at his/her current hourly rate of pay, to be paid on the second payday in January. Payment of this bonus shall be in the form of a separate check.
 - a. Bereavement leave pursuant to 9(e) will not count against the Employee's eligibility for this bonus.
8. An employee using sick leave shall be required to notify his/her duty station, or appropriate supervisor, no later than one (1) hour prior to the start of his/her scheduled shift. This may be waived if it is impossible for the employee to make a telephone call. If known when making the phone call, the employee shall advise as to the length of the sickness or injury.
9. Employees may use sick leave:
 - a. If they are incapacitated from the performance of their duties by illness or injury;
 - b. Attendance is prevented by public health requirements;
 - c. If required to absent themselves from work for the purpose of keeping an appointment with a doctor;
 - d. To personally care for a family member who is sick or ill pursuant to "FMLA" requirements; or
 - e. As bereavement leave to attend the funeral of a family member who is within the third degree of consanguinity or affinity (see attached Consanguinity/Affinity Chart). Sick leave, in such cases, may be granted up to a maximum of five (5) working days per each occurrence.
10. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity not consistent with the nature of the illness or injury when an employee is on sick leave, is considered evidence of abuse of sick leave.
11. Sick leave may be donated to a catastrophic leave bank and that leave will be placed in a leave bank based on its dollar value, is irrevocable, and is available to any eligible employee.
12. Donors to the catastrophic leave bank will be allowed two (2) donations during any calendar year provided they will have a minimum of one hundred sixty (160) hours of sick leave remaining in their sick leave account after the donation is made.
13. Employees with more than one (1) year of service may draw from the catastrophic leave bank when they have met the following:

- a. Have exhausted their sick leave bank;
 - b. Continue on medical leave due to a catastrophic medical condition which is not the result of an on the job injury or illness; and
 - c. Based on the statements of a medical provider, are expected to return to work within a reasonable period of time.
14. Any employee desiring to use catastrophic leave will apply for said leave to the Association President. Upon receipt of the application and Association Executive Board approval, the President will forward the application to the County. Upon receipt of the application, the County shall provide the employee with the approved amount of sick leave from the catastrophic leave bank.

ARTICLE 11 – Special Leaves

1. Family Medical Leave Act

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

2. Leave Related to Job Related Injuries

- a. All employees shall be covered by Workers Compensation Program of the County's choice that conforms with the provisions of the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act and that provides for payment of job related injury benefits and compensations for partial and total disability arising from job related injuries and occupational diseases.
- b. In the event an employee is absent from work due to a job-related injury, he/she will be maintained in a full pay status at the appropriate rate for a period of time not to exceed one hundred (100) work days for each recognizable incident.
 - i. During this period, the employee shall not forfeit any accrued leaves.
 - ii. The employee shall return to the County any and all temporary total disability payments received from Workers Compensation Program during that time period.

- iii. The one hundred (100) days will be applied to the employee's Worker's Compensation accrual bank upon completed Workers Compensation paperwork submitted to Human Resources.
- c. If an employee entitled to compensation disability benefits is unable to return to work following the one hundred (100) day period, he/she may elect to utilize accrued leaves. If an employee elects to use accrued leaves while receiving workers compensation benefits, the amount of leave charged such employee shall be equal to the difference between the benefit received and the employee's salary prior to the injury or illness. The disability payments shall be paid to the County and the employee shall remain in a full pay status until all accruals have been exhausted.
- d. When accrued leaves have expired, if the employee is still, because of injury, unable to work, the employee will not be entitled to any supplemental compensation from the County, but shall receive compensation checks directly through the workers' compensation insurance program.
- e. An employee may decline to use any accruals while receiving disability compensation benefits through the workers' compensation insurance program. The employee shall be considered on leave of absence without pay during such period of time.

3. Education Leave

- a. Pursuant to NRS 392.4577, County shall grant every employee who is a parent, guardian or custodian of a child who is enrolled in public or private school, four (4) hours of leave per school year, per child.
- b. This leave shall be to:
 - i. Attend parent-teacher conferences;
 - ii. Attend school-related activities during regular school hours;
 - iii. Volunteer or otherwise be involved at the school in which his or her child is enrolled during regular school hours; and
 - iv. Attend school-sponsored events.
- c. This leave shall be taken in increments of at least one (1) hour.
- d. The employee shall provide a written request for the leave at least five (5) days before the leave is taken except in the event that the qualified event is an emergency with less than five (5) days' notice in which case the employee shall notify the County as soon as they are aware of the need for the leave.
- e. The County is not required to pay an employee for any leave taken pursuant to this section, although if the employee has leave available they may use such leave.

4. Military Leave

- a. All employees will be paid military leave pursuant to NRS 281.145. This leave will only be granted upon presentation of orders by the employee to their supervisor.

5. Employee Leave Without Pay

- a. Job related injury pursuant to section 2 shall not be considered leave without pay for purposes of this section.
- b. Leave without pay may be granted an employee for purposes normally covered by another form of leave when all paid leave balances have been exhausted.
- c. Leave without pay must be approved by the employee's Department Head, or his/her designee.

6. Voting

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

ARTICLE 12 – Probation and Promotions

1. All employees shall serve a probationary period of twelve (12) complete months from date of hire within this bargaining unit.
2. A probationary employee may be released without notice, reason or right of appeal, regardless of rights afforded non-probationary employees. Nothing in this Agreement shall restrict the Department Head's decision that the probationary employee has not successfully completed his or her qualifying period.
3. A probationary employee's performance shall be reviewed after the sixth (6th) and twelfth (12th) months of service. During the twelfth (12th) month of service, the employee's supervisor shall make a written recommendation about retention of the employee beyond the probationary period. If no such recommendation is received from the supervisor prior to the end of the employee's probationary period, the employee shall be considered retained.
4. All non-probationary employees promoted shall serve a qualifying period of six (6) complete months within the new position unless the employee has accrued acting time in the position to which he or she is being promoted, in which case the qualifying period will be reduced by: Any periods of time during which the employee was acting in the position, provided that the employee was performing all duties of the position for at least one continuous month, plus any continuous periods of at least forty (40) hours thereafter. A promotional employee shall only be removed from the position during the qualifying period for just cause. In the event that an employee is removed for just cause from the position, a reasonable effort to place the employee in his/her previous position will be made. If the position is not available, the action affecting the employee shall be subject to the lay-off procedures set forth in Article 22.
5. When an employee is promoted, he/she shall retain the right during the first three (3) weeks worked of the qualifying period to voluntarily demote to his/her previously held position. In the event the employee self-demotes he/she shall have his/her salary reduced to the hourly rate held prior to being placed on the qualifying period. After three (3) weeks, the promoted employee may still choose to voluntarily demote, and will be given the highest open position previously held by the employee.

ARTICLE 13 – Disciplinary Action & Appeal

1. The right to maintain discipline and efficiency of employees is vested exclusively in the County. Disciplinary action taken by the County, for unsatisfactory performance or for misconduct, shall include written reprimands, suspension with pay, and suspension without pay, demotion and discharge.
2. The level of severity of the discipline is dependent on the nature of the act, the employee's relevant history of discipline, and other relevant circumstances.
3. Discipline for acts in violation of Department rules, regulations, policies and procedures shall be imposed as set forth in the discipline matrix, attached hereto as Addendum B to this Agreement. In order for prior discipline to be used as a determining factor to aggravate the disciplinary action to be taken under the matrix, the prior discipline must be of the same or similar conduct as the conduct for which discipline is contemplated. The discipline matrix is intended to establish the maximum penalty assigned for any given conduct at each level. Nothing herein contained shall be construed as preventing a lesser form of discipline than the level of discipline as set forth in the matrix as may be determined in the Department Head's sole discretion. Any conduct issues may be dealt with by counseling employees in writing with a copy provided to the employee upon completion and acknowledgement by the employee, and such counseling will not constitute discipline, will not go into the employee's personnel file and cannot be used against the employee by the County or any Department after the employee's annual evaluation. However, a corrective action plan may be implemented.
4. Multiple violations occurring during a single event shall be punished by a maximum of two disciplinary actions for that event. Provided that the two disciplinary actions shall not be within the same Allegation section of Addendum B. Provided further, that both of the disciplinary actions may be from the Miscellaneous sections only if the infractions are not for conduct that is the same or similar.
5. Progressive Discipline
 - a. Any record of sustained disciplinary action, in order to remain effective, must be placed in the employee's official personnel file at Human Resources and shall constitute the official record to be utilized in disciplinary proceedings.
 - b. Any discipline not previously provided to the employee or not placed in the employee's official personnel file at Human Resources, shall not be used as a basis for subsequent progressive discipline.
 - c. Any discipline outside of the two (2) year time frame of purged documents, pursuant to Article 26, shall not be used as a basis for subsequent progressive discipline.
6. Disciplinary Action Process
 - a. Initiation of Disciplinary Action
 - i. When the Department receives notice of a complaint against an employee and an investigation is undertaken, the employee will be notified as to the existence of the complaint as expeditiously as practicable. In situations where covert actions may be necessary to properly engage an investigation, no notice will be given until those actions are completed.

- ii. All disciplinary action shall be initiated by the delivery of a notice of proposed disciplinary action to an employee. The notice of the proposed discipline must include the following information and/or allegations: (a) Each policy, rule, and/or regulation alleged to have been violated, (b) A detailed description of the alleged violation of the policy; and (c) The disciplinary action(s) recommended or requested.
 - iii. The notice of proposed discipline shall be delivered to the employee, together with a notice that the employee has five (5) working days in which to file with the Department Head, or his/her designee a request for a pre-disciplinary hearing.
 - iv. An employee may be suspended with pay pending a final decision on any proposed suspension with loss of pay for more than three (3) working days, demotion, or termination from employment.
- b. Pre-Disciplinary Hearing
- i. Upon receipt of a notice of proposed discipline, the employee may request a pre-disciplinary hearing. The request for a pre-disciplinary hearing must be filed with the Department Head within five (5) working days of serving of the notice of proposed discipline.
 - ii. If the employee does not file a request for a pre-disciplinary hearing, the final decision-maker may implement the proposed discipline or any lesser discipline.
 - iii. Following receipt of a request for a pre-disciplinary hearing, the Department Head or his/her designee shall have ten (10) working days to set a date for the pre-disciplinary hearing.
- The Department Head, or his/her designee will attempt to hold the hearing at a time convenient to the employee and his/her representative or counsel; provided, however, that in no event shall the hearing be scheduled later than thirty (30) calendar days after delivery to the employee of the notice of proposed discipline without consent of the employee or his/her designee. In the event the Department Head receives additional material for consideration after issuing the proposed discipline, the Department Head must provide the additional information to the employee. Upon receipt of the additional material, either side may provide notice, with a written explanation of the basis, that the hearing will be continued up to thirty (30) additional days or longer period if such longer period is agreed to by the parties. The six (6) month deadline in section 13(6)(c)(i) shall be tolled during the time of any delay in the hearing pursuant to this section 13 (6)(b)(iii).
- iv. The pre-disciplinary hearing shall be informal.
 - v. Participation shall be limited to the employee, and up to two (2) representatives of his/her choosing, including but not limited to a lawyer, representative of a labor union or another peace officer, the Department Head, and/or his/her designee, the supervisor(s) who made the discipline request, counsel for the Department, and any witnesses called by the supervisor or the employee. All participants will sign a non-disclosure agreement.
 - vi. The Department Head, or his/her designee, shall not have the authority to modify, amend, alter, add to, or subtract from any of the provisions of this Agreement.
 - vii. Each party shall bear its own costs of presentation.

c. Final Decision:

- i. The Department Head, or his/her designee shall issue a final ruling of any proposed discipline to the employee within six (6) months of the receipt by the Department of notice of complaint or notice of the action which was investigated absent extenuating circumstances beyond the control of the Department Head. The final discipline may not exceed the proposed discipline and may not be based upon reasoning not contained in the proposed discipline. However, at any time before the discipline is imposed the Sheriff may rescind the prior proposed discipline and deliver a new proposed discipline subject to the conditions in this Article.
 - ii. In the event that the six (6) month deadline will be unable to be met due to extenuating circumstances beyond his/her control, the Department Head shall notify the employee and the Association in writing as to the reason the time limit cannot be met and the expected completion date.
 - iii. Should the Department not issue a final ruling within six (6) months of the receipt of the notice of complaint, or as otherwise permitted pursuant to subsection 1, it shall be presumed that the employee is exonerated and no additional discipline may result. The employee may request and shall receive written confirmation the investigation has terminated and the employee is exonerated.
 - iv. The decision of the Department Head, or his/her designee, is final and binding; provided, however, in cases of suspension, demotion or termination, the employee may appeal such action as provided by Article 14 starting at step 3 of that Article. In all other cases, the employee shall have no further right of appeal of the discipline; however, the employee may choose to attach a written document to the discipline to be maintained in the employee's personnel file with the discipline decision.
 - v. The final written decision shall be provided to the employee and the Association.
 - vi. A copy of the complete disciplinary investigation shall be provided to the employee or his/her representative, at no cost, upon written request by the employee or his/her Association representative pursuant to NRS 289.080.
7. In the event the Association believes there is a conflict of interest regarding a named employee involved in the discipline process it shall attempt to informally resolve this matter with the Department Head. If resolution is not obtained, then the matter shall proceed as a grievance pursuant to this Agreement through Step 3 only. The resolution achieved in Step 3 of the grievance procedure shall be final and binding. Nothing herein shall prevent the Association from raising the alleged conflict of interest at any future mediation, arbitration or other hearing regarding the underlying disciplinary action.
8. This Article shall not apply to the Department Head's decision that a promotional/probationary employee has not successfully completed his/her qualifying period in a specific position.

ARTICLE 14 – Grievance Procedure

1. Purpose

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

2. Representation

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

3. Informal Resolution:

- a. Within twenty (20) working days from the event creating the grievance or from the date that the grievant(s) gains knowledge of such event, the grievant(s) shall meet and discuss the grievance with their immediate supervisor.
- b. The supervisor shall have seven (7) working days to give an answer to the grievant(s).
- c. If the grievant(s) is/are not satisfied with the resolution proposed at the informal level, the grievant(s) shall proceed to Step 1 of the formal grievance procedure.
- d. Either party to a grievance may, at any point in the grievance process, propose in writing and deliver to the other party that the grievance be informally resolved.
 - i. The responding party shall, within five (5) working days from the receipt of the request for informal resolution, agree to or reject the proposal for informal resolution and shall notify the requesting party in writing.
 - ii. If both parties agree to attempt to informally resolve the grievance, the employee, his/her representative, the Department Head or his/her designee, and any other appointed representative for the County shall meet and discuss the proposed resolution at the earliest possible date and time. An agreement to meet and attempt to informally resolve the grievance shall act to suspend any then-pending procedures in the grievance process.
 - iii. If informal resolution of the grievance is achieved, within five (5) working days or any other mutually agreed on time period, that resolution shall be memorialized in writing.
 - iv. If the attempted informal resolution of the grievance is unsuccessful, resolution of the grievance shall commence at the same stage in the grievance process as when the request for informal resolution was made.

4. Formal Grievance Procedure:

a. STEP 1

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

b. STEP 2

- i. In the event the grievant is the Association, the grievance may commence directly at Step 2 within fifteen (15) working days from the event creating the grievance or from the date that the association gains knowledge of such event.

- ii. Within seven (7) working days of receiving an unsatisfactory answer from the supervisor in Step 1, the grievant(s) shall present the written grievance in writing to the Department Head or his/her designee.
 - iii. The Department Head, or his/her designee, shall render a decision in writing to the grievant(s) within seven (7) working days after receiving the grievance.
 - iv. If the grievance is not settled in Step 2, then grievant(s) shall proceed to Step 3 of the formal grievance procedure.
- c. STEP 3
 - i. Within ten (10) working days of the written decision, the employee may advance the grievance and/or appeal to the County Manager.
 - ii. Within ten (10) working days of receipt of a timely submitted grievance and/or appeal, the County Manager shall reply in writing.
 - iii. Within ten (10) working days of receipt of the County Manager's reply, if the grievance and/or appeal is not settled in Step 3, then grievant(s) shall proceed to Step 4 of the formal grievance procedure.
 - iv. In order for a non-disciplinary grievance to proceed from this point, the Association must by agreement of their board, become the grievant. No individual non-discipline grievant may proceed past Step 3 without the Association support. In the event of a discipline grievance in which the employee is proceeding without Association support, the cost of the grievance otherwise chargeable to the Association, shall be the employee's responsibility.
- d. STEP 4
 - i. Within five (5) working days of receiving an unsatisfactory reply from the County Manager in Step 3, the grievant(s) shall notify the Department Head, County Manager, and District Attorney in writing of the intent to participate in a pre-arbitration conference with a mediator from the Federal Mediation Conciliation Services (FMCS).
 - ii. The grievant(s) shall contact the FMCS within ten (10) working days of the notice of intent and request proposed dates for the mediation session. The parties agree to participate in good faith in the mediation process, to include working cooperatively to schedule the mediation as quickly as feasible, but in no event longer than sixty (60) days after initiation of the process with the FMCS.
 - iii. If the grievance is not settled in Step 4, the grievant(s) shall proceed to Step 5 of the formal grievance procedure
- e. STEP 5
 - i. Within ten (10) working days of the termination of the mediation process, the Association must submit in writing a notice of intent to arbitrate the grievance and/or appeal to the Department Head, County Manager and the District Attorney (or his/her designees).
 - ii. Selection of arbitrator
 - 1. The Association shall request the FMCS to furnish a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and the parties shall

alternatively strike names from such list, starting with The Association, until one name remains. The last name remaining shall serve as arbitrator.

2. Both parties agree this process shall be concluded not more than thirty (30) days after the panel of arbitrators is received from FMCS. The parties shall decide to alternately strike via email or set a date on which to perform all strikes. In the event the parties choose to alternately strike via email, neither side shall take more than three (3) days to notice the other side of its next name to be stricken after the first strike has been made, which first strike shall be made within ten (10) days of receiving the panel.

iii. Costs

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

iv. Jurisdiction

1. The jurisdiction and authority of the arbitrator and his opinion shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue, including the determination of disputed facts upon which application of the Agreement depends.
2. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or to impose on either party a limitation or obligation not explicitly provided in this Agreement.

v. Binding Effect

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

5. All grievances shall be filed at the lowest level possible. However, where any respondent does not have the authority to settle the matter, the grievance shall be appealed to the step where the respondent has the authority to settle the dispute.
6. Where the grievance is not relative to a Department-specific issue and is in fact relative to a County issue, the same grievance procedure shall be utilized with the following exceptions:
 - a. The grievance shall start with the head of the appropriate County Division (i.e., Human Resources, Payroll etc.).
 - b. If the issue is not resolved informally, the grievance shall be submitted in writing to the head of the appropriate County Division (i.e., Human Resources, Payroll etc.) and a copy submitted to the District Attorney (or his/her designee) as the representative of the County.
 - c. If the issue is not resolved at that level, the matter shall proceed to Step 3 of the formal grievance process.
 - d. All time requirements still apply in these instances.

7. Time Limits

- a. In computing any period of time described or allowed in these procedures, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or a Holiday.
- b. Time limits specified in the preceding sections may be extended by written agreement of both parties.
- c. Failure on the part of the grievant(s) to file or process the grievance and/or appeal to the next step within the time limits prescribed in these procedures will deem the grievance and/or appeal withdrawn with prejudice; unless the time limits have been extended in writing by the parties or good cause can be shown by the grievant for failure to timely respond.
- d. Failure on the part of the County's representative to reply to the grievance and/or appeal within the time limits prescribed in these procedures will automatically result in the grievance and/or appeal being granted, unless the time limits have been extended in writing by the parties or good cause can be shown by the County for failure to timely respond.

ARTICLE 15 – Compensation

- 1. Each employee covered by the terms of this Agreement shall be paid in accordance with the written job classification, and grade and step salary schedule for his/her job classification pursuant to Addendum C. The method of classification shall remain in full force and effect until changed in writing by mutual agreement through negotiations by the parties to this Agreement.
- 2. There shall be a no COLA (Cost of Living Adjustment) increase during the terms of this Agreement.
- 3. Payday shall be bi-weekly and in no case shall more than five (5) regularly scheduled work days' pay be held back from the end of the pay period. The County payday has been established bi-weekly for every other Thursday and paychecks will routinely be distributed by five o'clock p.m. (1700 hours).
- 4. All employees paychecks will be paid through direct deposit at the financial establishment of their choosing (as long as it is available through that establishment) upon notification provided to the County.
- 5. Shift Differential: Employees who work regularly scheduled hours between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of two dollars (\$2.00) per hour in addition to their regular rate of pay.
- 6. Incentive Pay for Degree or Specialized Duties
 - a. Incentive pay for degree
 - i. To all employees governed by this Agreement shall be paid incentive pay for degrees from an accredited college or university located within the United States. Degrees for "life work" shall not be recognized for purposes of eligibility for incentive pay
 - ii. Incentive payment shall be as follows:
 - 1. Associates Degree: Two percent (2 %) of the base hourly rate of pay.
 - 2. Bachelors Degree: Four percent (4%) of the base hourly rate of pay.
 - b. Incentive pay for law enforcement certificates
 - i. The County shall authorize to all employees incentive pay for earning certain law enforcement certificates as follows:
 - a. Basic Post Certificate-One (1) step increase

- b. Intermediate Post Certificate-Two percent (2%) increase in the base hourly rate of pay.
 - c. Advanced Post Certificate-Two percent (2%) increase in the base hourly rate of pay.
 - d. Managerial Post Certificate-Two percent (2%) increase in the base hourly rate of pay.
 - ii. The increases for the POST certificates shall be calculated outside of, and in addition to, the pay rate schedule.
- c. Incentive Pay for Specialized Duties
 - i. The Department Head may select, in writing, a deputy to perform additional specialized duties.
 - ii. The Department Head may communicate announcements for specialized duty assignments to all duty stations and work sites.
 - iii. Employees assigned to more than one (1) specialized assignment shall only be eligible to receive one assignment incentive, unless performing FTO or Instructor duties.
 - iv. Each deputy shall be paid an additional four percent (4%) applied to his/her hourly rate of pay as incentive while actually performing the following specialized duties:
 - 1. Post-Certified Instructor
 - 2. Certified Rangemaster
 - 3. Post-Certified Field Training Officer ("FTO")
 - 4. FTO Coordinator
 - 5. Motorcycle Deputy
 - 6. Reserve Deputy Coordinator
 - 7. S.W.A.T.
 - 8. Mounted Patrol
 - 9. Honor Guard
 - 10. Fatal Traffic Accident Investigator
 - 11. Detention Transport Driver requiring CDL for jail transports while actually transporting in a CDL required vehicle
 - 12. SAR or SAU Coordinator
 - 13. Employees who translate and/or speak a second language at the direction of the Department Head or his/her designee.
 - v. Employees shall be paid an additional four percent (4%) applied to his/her hourly rate of pay as incentive at all times while assigned to the following specialized duties:
 - 1. Sheriff Investigator
 - 2. Sheriff Investigator Sergeant
 - 3. School Resource Officer
 - 4. Street Crimes Unit
 - 5. Personnel assigned to the Nevada National Security Site
- 7. K-9 Handlers will receive the following compensation as full compensation for all time spent caring for, training, and performing other tasks required to maintain an assigned dog:

- a. One hundred fifty dollars (\$150.00) per month. If assignment as a K-9 Handler is made or ended during a month, the amount to be paid will be pro-rated based upon the number of calendar days during which the assignment is in effect.
- b. One (1) "K-9" hour for each regularly scheduled shift.
 - i. This shall be an hour taken off with pay to allow for time to care for and train the assigned K-9.
 - ii. This hour shall be assigned by the Department at either the beginning or the end of the shift.
 - iii. Should a K-9 handler have to work through the K-9 hour they shall be allowed to take the "K-9 hour" at the end of the shift and it will be paid as overtime as defined by this Agreement.
- c. Duty time to take the K-9 to necessary medical appointments to include veterinary services. No overtime shall be taken for these instances; the employee shall be responsible for adjusting schedules to attend these appointments.

8. Longevity

- a. Employees hired prior to July 1, 1992 shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed twenty percent (20%).
- b. Employees hired after July 1, 1992 but before December 1, 1998 shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed ten percent (10%).
- c. Employees hired after December 1, 1998, who complete eight (8) years of continuous employment, shall receive longevity pay. Upon completion of eight (8) years of continuous service, the employee shall receive an additional four percent (4%) of his/her bi-weekly base salary. For each year of continuous service thereafter, the employee shall receive an additional one-half (1/2) of one (1) percent increase of the base salary until a maximum of ten percent (10%) has been reached.
- d. Payment of longevity shall be paid with Employee's regular bi-weekly pay period.

9. Compensation Upon Promotion

An employee promoted from rank of Deputy to the rank of Sergeant shall be placed at the step in the range for Sergeant which provides an increase of at least eight (8%) percent over his/her normal hourly salary.

10. Anniversary Date Pay Increases

- a. Anniversary step increases shall be effective on the anniversary date of the employee as set forth in the current Nye County Personnel Ordinance.
- b. When a step-advancement is delayed solely through administrative delay or clerical error, the proper adjustment shall be made retroactive to the date it was originally due at a point no later than two (2) weeks beyond the scheduled due date.

ARTICLE 16 – On Call/Standby/Call Back

1. On Call/Standby

- a. Employees who are assigned to be on call/standby by a supervisor shall be compensated for such on call/standby at the rate of eighteen (18%) percent of base pay for each hour or portion of each hour of standby-time. When an employee receiving standby pay is called to perform work during the standby period, s/he shall be paid for any overtime hours worked as provided within this agreement.
- b. An employee shall not be assigned standby on his/her regular days off, or portion thereof, against the will of the employee, unless there is a public safety emergency or a reasonably anticipated threat to public safety.

2. Call Back

- a. When required to respond to an emergency or a reasonably anticipated threat to public safety, the Department Head or his designee, may call back one or more Employees.
- b. All called back employee shall be paid at an overtime rate of pay.
- c. All called back employee will be paid for a minimum of two (2) hours of call back pay.
- d. In the event the period of call back runs into an employee's normal tour of duty, such employee shall be paid overtime pay for only those hours worked outside of his/her normal tour of duty.
- e. An employee who works less than two (2) hours on the initial call-out and is then called out a second time during the initial two (2) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed two (2) hours. In this case he/she will be paid for the aggregate time so worked at overtime pay.
- f. In the event an employee is called out for a second time after the expiration of two (2) hours from the first call-out, he/she shall be paid for a minimum of two (2) hours for each call-out except as provided in the previous paragraph.
- g. Pay is not call-back pay for any employee who is:
 - i. Called into work while on standby notice;
 - ii. Not required to leave the premises where he is residing or located at the time of notification in order to respond; or
 - iii. Called back to work if the work begins one (1) hour or less before or after his scheduled work shift.

ARTICLE 17 – Overtime Compensation

1. Overtime

- a. Thirty (30) minutes past the normal shift constitutes one (1) hour of overtime.
- b. Call-outs for members of the Department shall receive compensation at overtime pay for a minimum of two (2) hours.
- c. All employees required to appear in court or before an administrative agency on official business during their off-duty time shall receive compensation at overtime pay for a minimum of two (2) hours.

- d. All employees required to appear in court or before an administrative agency on official business during their regularly scheduled work shift shall receive their regular pay providing that any and all witness fees or pay are not taken. Employees shall report to work immediately after being excused.
- e. Employees called to serve on jury duty on a normally scheduled shift shall receive their regular pay while serving on jury duty. Those persons called but not selected to serve on the jury shall report back to work when excused if excused prior to the end of a regularly scheduled shift.

2. Compensatory Time

- a. The purpose of compensatory time is to allow employees to accumulate and to take compensatory time off in conjunction with workload lows, rather than be paid at the overtime rates during workload peaks.
- b. Compensatory time may accrue in lieu of cash payment for overtime.
 - i. Compensatory time will be accrued at the rate of one-and-one-half (1-1/2) times the employee's base hourly salary.
 - ii. Accrual of compensatory time in lieu of overtime will be determined pursuant to applicable FLSA provisions.
- c. Employees can accumulate up to four hundred eighty (480) hours of compensatory time.
- d. Employees may elect to receive payment of their accrued compensatory time in an amount not to exceed eighty (80) hours once per budget year.
- e. Upon terminating employment, accumulated compensatory time will be paid to the employee.
- f. In the event of the death of an employee, the employee's beneficiary shall receive full payment for employee's accrued compensatory time up until the time of the employee's death.

ARTICLE 18 – Acting Pay

- 1. An employee assigned by the Department Head, or his/her designee, to act in a capacity of a higher job classification than the employee's permanent classification shall be paid for hours actually worked at the lowest step in the range of the higher class, which is at least eight percent (8%) above the employee's current base rate of pay or at the first step in the range of the higher classification, whichever is greater. In no event shall acting pay exceed the top of the range of the higher-level classification.
 - a. Acting pay, in excess of fifteen (15) days in a thirty (30) day period, shall require the written approval of the County Manager.
 - b. In no event will an assignment of an employee to work in an acting position be used by the County to substitute for the filling of such position on a full time basis.

ARTICLE 19 – Clothing / Equipment

- 1. Sheriff Employees
 - a. Uniform Requirements:
 - i. Class A Uniform (Dress Uniform)
 - 1. One Class A uniform pant

2. One Class A uniform shirt
3. One tie
4. One pair of white gloves)

5. One Class A uniform hat
6. One hat badge (County Issued)
7. One tie tack (County Issued)
8. One Class A trouser belt (patent leather, shined to a high gloss)
9. One Class A holster (patent leather, shined to a high gloss)
10. One Class A gun belt (patent leather, shined to a high gloss)
11. Four Class A belt keepers (patent leather, shined to a high gloss)
12. One Class A handcuff case (patent leather, shined to a high gloss)
13. Class A shoes or boots, patent leather, chloroform (shined to a high gloss)
14. One pair black nylon socks

- ii. Class B Uniform (Utility Uniform)
 1. Employees assigned to patrol
 - a. Three Class B uniform pants
 - b. One Class B long sleeve uniform shirt with one hash mark for every four years of service (hash marks-County issued)
 - c. Two Class B short sleeve uniform shirts
 - d. Three white crew neck tee-shirts
 - e. One brown dickie/turtle neck (Optional)
 2. Employees not assigned to patrol
 - a. One Class B uniform pants
 - b. Two Class B short sleeve uniform shirts
 - c. One white crew neck tee-shirt
 - d. One brown dickie/turtle neck (Optional)

- iii. Specialty Uniform (S.W.A.T.)
 1. One S.W.A.T. uniform pants (if assigned)
 2. One S.W.A.T. uniform shirt (if assigned)
 3. One olive crew neck tee shirt (if assigned)

- iv. Miscellaneous Uniform/Accessories
 1. One brown call-out coveralls (optional)
 2. Two name tags black or dark blue lettering
 3. One duty badge (County Issued)
 4. Three ball caps (County Issued)
 5. One Collar Insignia, K-9, Motorcycle Officer, FTO, SGT. (County Issued)
 6. One black pant belt, 1.5" wide (basket weave, plain leather or nylon)
 7. One black gun belt, 2" wide (basket weave, plain leather or nylon) all accessories must match.
 8. One pair of black boots or shoes -smooth toe
 9. Black socks when wearing shoes
 10. One brown windbreaker (optional)

11. One brown jacket waist length or mid-thigh length
12. One black ammo pouch (basket weave, plain leather or nylon)
13. Three magazines or speed loaders (County Issued)
14. One black handcuff case (basket weave, plain leather or nylon)
15. One set of handcuffs
16. One baton holder (basket weave, plain leather or nylon)
17. One baton
18. Four black belt keepers (basket weave, plain leather or nylon)
19. Two Pens (one blue ink and one black ink)
20. One black OC (pepper spray) case (basket weave, plain leather or nylon)
21. One can of OC (pepper spray) (County Issued)
22. One flashlight
23. One flashlight ring or case (basket weave, plain leather or nylon)
24. One firearm (County Issued)
25. One black holster (basket weave, plain leather or nylon) (County Issued)
26. One black key holder (basket weave, plain leather or nylon)
27. One soft body armor (County Issued)
28. Western cowboy hat-white straw summer/felt or beaver brown winter- 3 ½" brim, cattleman design (optional)

2. District Attorney Investigators

a. Uniform Requirements:

- i. One duty badge (County Issued)
- ii. Three pairs of black or tan khaki pants
- iii. Three black or navy blue polo style shirts with D.A. Emblem (short or long sleeves)
- iv. Three white or black crew neck tee-shirts
- v. One black pant belt, 1.5" wide (basket weave, plain leather or nylon)
- vi. One black gun belt, 2" wide (basket weave, plain leather or nylon)
- vii. Four black belt keepers (basket weave, plain leather or nylon)
- viii. One pair of black boots or shoes
- ix. Black socks if wearing shoes
- x. One all black or navy blue windbreaker (optional)
- xi. One all black or navy blue jacket (waist length or mid-thigh length)

b. Miscellaneous Uniform/Accessories:

- i. One duty badge (County Issued)
- ii. One black pant belt, 1.5" wide (basket weave, plain leather or nylon)
- iii. One black gun belt, 2" wide (basket weave, plain leather or nylon)
- iv. One pair of black boots or shoes
- v. Black or brown socks if wearing shoes
- vi. White socks if wearing boots
- vii. One windbreaker (optional)
- viii. One jacket (waist length or mid thigh length)
- ix. One black handcuff case (basket weave, plain leather or nylon)
- x. One set of handcuffs
- xi. One baton holder (basket weave, plain leather or nylon)

- xii. One baton
- xiii. Four black belt keepers (basket weave, plain leather or nylon)
- xiv. Two pens (black or blue ink)
- xv. One can of OC (pepper spray) (County Issued)
- xvi. One black OC (pepper spray) case (basket weave, plain leather or nylon)
- xvii. One flashlight
- xviii. One flashlight ring or case (basket weave, plain leather or nylon)
- xix. One firearm (County issued if hired after October 1, 2016))
- xx. One black key holder (basket weave, plain leather or nylon)
- xxi. One soft body armor (County Issued)
- xxii. One black gun holster (basket weave, plain leather or nylon) (County issued if hired after October 1, 2016)
- xxiii. One black ammo pouch (basket weave, plain leather or nylon)
- xxiv. Three magazines or speed loaders (County issued if hired after October 1, 2016)

3. Justice Court Bailiffs

a. Uniform Requirements:

- i. Three uniform pants
- ii. Three uniform shirts
- iii. Three crew neck tee-shirts

b. Miscellaneous Uniform/Accessories

- i. Two name tags
- ii. One duty badge (County issued)
- iii. One black pant belt, 1.5" wide (basket weave, plain leather or nylon)
- iv. One pair of black boots or shoes
- v. Black or brown socks if wearing shoes
- vi. One windbreaker (optional)
- vii. One jacket waist length or mid-thigh length (optional)
- viii. One black ammo pouch (basket weave, plain leather or nylon)
- ix. Three magazines or speed loaders (County Issued)
- x. One black handcuff case (basket weave, plain leather or nylon)
- xi. One set of handcuffs
- xii. One baton holder (basket weave, plain leather or nylon)
- xiii. One baton
- xiv. Four black belt keepers (basket weave, plain leather or nylon)
- xv. Two Pens, Blue Ink
- xvi. Notepad
- xvii. One black OC (pepper spray) case (basket weave, plain leather or nylon)
- xviii. One can of OC (pepper spray) (County Issued)
- xix. One flashlight
- xx. One flashlight ring or case (basket weave, plain leather or nylon)
- xxi. One firearm (County Issued)
- xxii. One black gun holster (basket weave, plain leather or nylon) (County Issued)
- xxiii. One black key holder (basket weave, plain leather or nylon)
- xxiv. One soft body armor (County Issued)

4. All Employees

- a. Each newly hired employee immediately upon his/her hire shall be given a uniform allowance of two thousand five hundred fifteen dollars (\$ 2,515.00).
- b. Any newly hired employee who first is employed between April 1 and June 30, inclusive, of any given year, and who receives a new hire uniform allowance shall not be entitled to the standard allowance until the fiscal year commencing on July 1 of the calendar year next following the calendar year in which that employee is hired.
- c. Each employee shall be given a uniform allowance annually two thousand one hundred and seventy-five) (\$2,175).
- d. Uniform allowance shall be paid the first working day of July. Uniform allowance payments will be issued in a separate check (not as part of a payroll check).
- e. Uniforms shall be kept at a high standard and, if not, the officer can be sent home to ensure that it is prior to going on duty.
- f. When an employee is required, by reason of his/her specialized assignment or a promotion to wear or carry safety uniform components or equipment, that employee shall receive an additional sum of uniform allowance equal to the difference in cost between the standard required uniform components or equipment and the required safety uniform components or equipment or the equipment will be supplied by the Department.
- g. If the Department Head changes the uniform requirements to be effective any time other than July 1st of any given year, and such change necessitates the purchase of additional equipment or uniform articles, the County agrees to provide the initial piece of equipment or uniform article to each employee.
- h. County agrees to replace soft body armor prior to the expiration of the then currently assigned body armor.
- i. The County will compensate an employee for any loss or damage to clothing and/or equipment, resulting from an event occurring in the line of duty and that requires an incident report or arrest report. Said employee will be compensated at a dollar value designed to replace like-for-like in terms of damaged articles, when approved by Department Head, or his/her designee, and submitted to the County Commissioners on a claim form, with evidence of the value of the loss and of ownership if such clothing and/or equipment is an item identified as an "optional" item for the employee or the employee's uniform is plain clothing.
- j. The County agrees to reimburse employees for personal property items that are stolen, damaged or lost in a duty-related incident, or destroyed during an event occurring in the line of duty and that requires an incident report or arrest report. Said employee will be compensated at a dollar value designed to replace like-for-like in terms of stolen, damaged or lost personal property, when approved by such employee's Department Head, or his/her designee, and submitted to the County Commissioners on a claim form, with evidence of ownership and the value of the loss.
 - i. Such compensation by the County shall be limited to items of personal property that are reasonably required in order for the employee to perform his/her duties, including uniform items which are covered by the uniform allowance to include items such as personal watches, eyeglasses/contacts, and cell phones.

- k. Compensation under sub-sections i and j above shall be limited to situations in which the employee was not responsible for the loss/damage to the item.
- l. Department issued clothing or equipment which is lost or damaged through carelessness or negligence of an employee shall be replaced or repaired at the employee's expense. If the Department determines that clothing or equipment has been lost or damaged through the carelessness or negligence of an employee, that employee may appeal the Department's determination through the non-disciplinary grievance procedures
- m. All County issued equipment, including uniform identification patches, shall remain the property of the County and shall be returned to the County upon demand or upon termination. Equipment not returned or unaccounted for shall be charged to the employee.
- n. Uniforms/Clothing cleaning allowance: Employees may bring their uniforms/"plain clothes" to the designated location for pick up, cleaning, and return. This service shall be provided by the County at no cost to the employee.
- o. When an employee retires from Nye County honorably, not in lieu of termination or discipline, and draws PERS without penalty, the County agrees to provide the employee with the badge that they had been utilizing during the term of their employment subject to the following:
 - i. The employee shall provide written notice to the Department Head of their intent to retire and requesting their badge.
 - ii. The Department Head shall issue the badge to the retiring employee unless they have cause to be concerned about issuing the badge.
 - iii. In the event that the Department Head has cause to be concerned about issuing the badge they shall request an agenda item at the next available Board of County Commissioners meeting to reference the matter. The matter shall be presented to the Board of County Commissioners, and their vote as to whether the badge shall be issued or not shall be final and binding on both parties.

ARTICLE 20 – Health & Welfare Benefits

1. Eligibility

- a. Employees hired at a Step 2 or higher shall be eligible for health, vision, dental and life insurance benefits effective the first of the month following 30 days of employment.
- b. Employees hired at a Step 1 shall be eligible for health, vision, dental and life insurance benefits effective the first of the month following 90 days of employment.

2. Health Insurance

- a. The County will purchase for each employee, at no cost to the employee, coverage under the current Saint Mary's Health Plan, or such other options as is available under said group plan and chosen at the discretion of the employee. The County shall also provide, at no cost to the employee, dental coverage under the Ameritas group plan and vision coverage under the VSP group plan. *Coverage will be provided by plans indicated or an alternative plan offering the same annual deductibles and scope of covered services.*

- b. The County agrees to pay on behalf of employees the following amounts per month towards the cost of health insurance for dependents if elected by the employee.
 - i. For coverage of a spouse/domestic partner only--\$143.75/month
 - ii. For coverage of a child or children only--\$108.75/month
 - iii. For coverage for a full family--\$152.50/month
 - c. An employee, who retires from Nye County and who has worked not less than eight (8) consecutive years with the County since the employee's most recent date of hire, and who when s/he leaves County employ collects PERS retirement (with no penalty, if hired after December 1, 1998) will have 100% of his/her individual post-retirement health insurance premiums paid by the County so long as said employee continues to receive PERS retirement. This retiree will be eligible to obtain dependent insurance coverage through the then applicable County policy.
 - d. The County and the Association agree that this Article shall be subject to re-opening, upon call of either party, if the premium rate, at any strata, would result in a premium increase of twenty percent (20%) or greater for the next insurance year.
- 3. The County will purchase for each employee, at no cost to the employee life insurance, which in the event of the death of an employee while employed by the County, will provide a benefit of twenty-five thousand dollars (\$25,000). After two (2) years of service with the County the amount of the benefit provided for hereunder shall increase to fifty thousand dollars (\$50,000).
 - 4. The County shall abide by the federal and state laws, rules, regulations, and codes that have an impact upon the members of this unit in the workplace.
 - 5. County shall make every reasonable effort to provide and maintain safe conditions of employment. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors.
 - 6. The County shall immediately investigate all health and safety complaints and shall notify the complainant and the Association of the findings and actions to be taken within ten (10) days of the complaint being made.
 - 7. The County shall include a position on the County's safety review panel for a member of the Association board to be involved on all matters before the County's safety review panel. The assigned Association board member when notified of a meeting shall notify their immediate supervisor of the meeting date(s) and the assigned board member shall be compensated for their duties pertaining to that assignment as part of their regular job function, at their regular rate of pay.
 - 8. Except in cases of a declared state of emergency, any employee that works in excess of sixteen (16) or more hours in any twenty-four (24) hour period shall be entitled to a period of recuperation of not less than eight (8) hours before the employee may be required to report for work on a scheduled shift or called back to duty. This provision shall not apply to court ordered appearances. Such rest period shall be taken without loss of any pay and employee shall not be required to make up such time.
 - 9. Physical Conditioning Bonus
 - a. Any employee that passes an annual physical conditioning test on the then current P.O.S.T. requirements for their current assignment shall be paid a bonus of three hundred dollars (\$300.00).

- b. The Department will conduct a physical training test each calendar year. Employees shall be given a minimum of two (2) weeks' notice of the test. The Department Head may schedule tests individually or by such unit designations as shall be determined by the Department Head.
- c. The Department Head will ensure a testing opportunity is available for all employees.
- d. There will be no reprisal or punitive action taken against an employee scoring less than the passing score on the test.
- e. Tests will be administered at the location nearest the employee's duty station in Tonopah, Beatty or Pahrump.
- f. In the event of inclement weather, employees will be notified and the test will be re-scheduled.

ARTICLE 21 – Critical Incident Process

In the event of a critical incident the following procedure will be followed:

1. The employee shall be required to provide a public safety statement to the Department which will include:
 - a. Type of force used, if applicable;
 - b. Direction and approximate number of shots fired by the involved employee(s) and or suspects, if applicable;
 - c. Location of injured persons, including those in need of medical attention, if any;
 - d. Description of outstanding suspect(s) and his/her direction(s) of travel, time elapsed since the suspect was last seen, and any suspect weapons(s), if applicable;
 - e. Description and location of any know victims or witnesses, if applicable;
 - f. Description and location of any known evidence; and
 - g. Other information as necessary to ensure officer and public safety and assist in the apprehension of outstanding suspect(s).
2. The employee will submit to a blood and/or alcohol test within two (2) hours.
3. If applicable, all side arms/weapons will be collected for evidentiary purposes and immediately replaced with similar firearms.
4. Employees will be instructed to contact a psychologist affiliated with the County for initial debriefing within twenty-four (24) hours.
5. In the event there is a recording(s) (audio or visual) of the incident, the employee shall be afforded the opportunity to review the video prior to submitting to an interview or completing a written report.
6. Employees shall prepare a traditional written report no sooner than forty-eight (48) hours after the incident and no later than ninety-six (96) hours after the incident unless otherwise agreed between the Department Head, or his/her designee, and the employee(s).
7. An interview conducted by the Department referencing a critical incident shall be conducted in accordance with NRS 289, this Agreement and any other applicable laws.

ARTICLE 22 – Reduction in Force

1. Determination of Layoffs

- a. The County retains the right to determine the timing of layoffs, the number of employees to be laid off, the amount of time required to be laid off and in which seniority pool(s) layoffs will be affected as is consistent with the delineation of management rights set forth in Article 6 of this Agreement.
- b. The Department Head shall give written notice of the layoff, including the reason(s) for such action and the established length or duration of the layoff period, to the Association President and the affected employee(s) at least fourteen (14) calendar days prior to the effective date of the layoff.
- c. Prior to laying off any employee for any duration of time, the County shall eliminate within each affected seniority pool all unfilled budgeted positions, casual, temporary employees, part-time employees and employees in a probationary status.
- d. Department Heads shall prepare a seniority list for all employees within each seniority pool. Unless a layoff is imposed uniformly on each member of a seniority pool, the County shall lay off the employee(s) with the least amount of seniority within the affected seniority pool.

2. Bumping

Any employee who is laid off may elect to bump the employee with the least seniority, regardless of seniority pool, if the bumping employee has more seniority than the employee to be bumped, has previously worked in that job classification in that seniority pool, and is qualified to perform the functions in such seniority pool, immediately without training.

3. Recall

- a. If the County determines to fill a vacancy in a seniority pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff.
- b. The County will provide notice of recall in writing by certified mail, return receipt requested to the last known address of the employee on County records.
- c. The employee must, within two (2) calendar days of delivery of the notice of recall, notify the Department Head of his or her intent to return to work on the date specified for recall.
 - i. An employee forfeits any right for recall if the Department Head does not receive a notice of intent to accept the recall within seven (7) calendar days of an attempt to deliver the notice of recall.
 - ii. An employee that refuses a recall or fails to report on the date specified for recall forfeits any right for recall.
- d. Employees are eligible for recall for a period of three (3) years from the date of termination of employment due to a layoff.
- e. Upon recall, any accrued annual or sick leave hours for which the employee was not paid at the time of termination shall be reinstated. All years of service earned prior to the date of termination shall be considered service credit for all purposes to include, but not limited to,

determination of seniority, leave accrual rates, longevity and eligibility for promotions or merit pay increases.

- f. Recalled employees shall not be required to serve any probationary or qualifying period.

ARTICLE 23 – Hours of Work

1. The Department and the Association agree that the normal paid weekly working hours shall be forty (40) hours, inclusive of meals and breaks.
2. It is acknowledged that the Department Head has the full and unilateral right to set and/or change the schedule for a Department employee, except as otherwise specifically provided for in this Agreement, with twenty-one (21) calendar days' advance notice, within the constraints of any applicable labor laws and/or regulations. In the event, of a non-temporary schedule change, such change must be based on seniority.
 - a. Exception: If training is scheduled outside the County, the Department may provide any employee who must attend such training and whose schedule is affected thereby less than 21 days notice, but the Department will provide notice as soon as the dates and times of the training are known to the Department.
 - b. If an employee fails to participate in any scheduled training, regardless of the amount of notice provided and the training is required for the employee's current assignment/position, the employee's assignment/position may be compromised up to and including potential demotion.
3. In the event that the Department Head determines that an alternate working schedule, including, but not limited to, an eighty (80) hour bi-weekly or twenty-eight (28) day schedule, should be implemented, the Department Head, or his/her designee, shall negotiate with the Association regarding that alternate working schedule prior to its implementation.
4. Meal Break
 - a. Employees working a four (4) hour shift will be provided one (1) fifteen (15) minute rest break.
 - b. Employees working an eight (8) hour shift will be allowed a thirty (30) minute meal break and two (2) additional fifteen (15) minute rest breaks which may be combined. Employees working a shift more than eight (8) hours will be allowed a forty-five (45) minute meal break and three (3) additional fifteen (15) minute breaks, which may be combined. Employees will not be called away from their rest or meal periods unless an emergency exists. In the event that an employee is called away from their meal period (during the first half of the meal period) due to an emergency, the employee shall be provided a second meal period.
 - c. The County shall provide the on-duty detention deputy with two (2) meals as available from the detention facility kitchen.

ARTICLE 24 – Seniority

1. Shift Bids
 - a. Shift bids will be based upon overall seniority within the employee's current department.
 - b. Upon a promotion or voluntary transfer of an employee from one station to another, or into a different assignment within their department, the employee will retain their overall seniority.

- c. In the case of a demotion or involuntary transfer, the employee's seniority status will not be affected.
- d. Shift bids shall take place twice annually (first week of March and first week of October). In the event the Department Head and the Association mutually agree, the parties may determine that an alternate bidding schedule be implemented for a specific purpose and time. The shift schedule shall be provided not less than fifteen (15) days prior to the shift bid date. Once posted, there shall be no changes made to the schedule without consulting the Association. The provisions of this section do not apply to emergency situations.

2. Annual Leave

- a. Bidding for annual leave shall occur by seniority as specified below
- b. Between January 1st and January 14th the Department Head, or his/her designee, shall post a calendar by job classification.
 - i. Employees shall bid for annual leave for the year during that time period and put their bid on the calendar.
 - ii. Employees who have seniority and wish to bump a less senior employee's annual leave may do so.
 - iii. Within 10 days of January 14th, The Department Head, or his/her designee, shall post a completed annual leave calendar in a location for all employees to see.
- c. After January 14th annual leave shall be granted on a first come first serve basis.
- d. Employees cannot bid for more annual time than will be accrued at the time the employee's vacation starts.
- e. Once annual leave is approved, the leave shall not be cancelled except in an emergency.

ARTICLE 25 – Labor/Management Meetings

1. Meetings

- a. A standing labor/management committee made up of representatives of the Department and the Association shall meet at a mutually agreed upon time and place, but not less than quarterly. The meetings will be set by the President of the Association.
- b. The purposes of the meetings may be to:
 - i. Discuss the administration of this Agreement;
 - ii. Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association; and/or
 - iii. Disseminate general information of interest to the parties.
- c. To facilitate the adjustment of work schedules, the Association's representatives will notify their immediate supervisors of the dates and times of such meetings immediately upon receipt of the scheduled date.
- d. All items resolved by the parties at the meetings shall be distributed to the Association and Department members as appropriate and as discussed.

ARTICLE 26 – Personnel Files

1. Only one official personnel file shall be maintained on a bargaining unit member.
2. Each employee shall, during normal business hours, have a right to access his or her own personnel file by appointment. The contents of personnel records shall be made available to the Employee for inspection and review at the time of his/her appointment. At an employee's request, he or she shall be provided one (1) copy of any and all documents posted in the Employee's file.
3. An employee's personnel file shall not be made available to any persons or organizations other than the subject employee, the Department Head, the Department's authorized staff, Nye County's legal counsel and Nye County Human Resources without the subject employee's written authorization, unless pursuant to a court order or deemed reasonably necessary by the Department to comply with any federal, state or local legal requirements.
4. Before any adverse comment or document can be put into an employee's personnel file, the Employee must be given a copy of the comment or document and be given an opportunity to read the comment or document and initial or sign the same. If the Employee refuses to initial or sign the comment or document, a notation to that effect must be noted on or attached to the comment or document and witnessed. The Employee may file a written response that is specific to the adverse comment or document entered into his/her personnel file within thirty (30) days after he or she is asked to initial or sign the comment or document. If a written response is prepared by the Employee, the Department must attach the Employee's written response to the adverse comment or document.
5. If an employee is the subject of an investigation into a complaint or allegation of misconduct conducted pursuant to NRS 289.057 or a matter reviewed and/or investigated by a panel of the Peace Officer Review Board, the material placed in the subject employee's personnel file as it relates to such investigation(s) and/or review will be governed by NRS 289 and/or local ordinance (If NRS 289 is silent).
6. Purging
 - a. All disciplinary matters shall be removed from the personnel file upon request of the employee if two (2) years have passed without any further similar discipline.
 - b. Purged documents may be retained by the Department pursuant to any applicable statutory document retention schedules; however, such documents shall not be used by the Department for disciplinary purposes in the future. Purged documents shall be treated as confidential and may be disclosed only to the District Attorney during criminal proceedings or by court order.

ARTICLE 27 – Performance Evaluations

1. Formal performance evaluations on each employee shall be completed a minimum of once a year prior to the employee's anniversary date.
2. Performance evaluations shall be in writing.
3. Once the evaluation is completed, it will be submitted to the Department Head or designee.
4. Once finalized, the evaluation will be signed by the rater and Department Head or designee, then presented to the employee for signature.

5. The employee shall indicate agreement or disagreement with the evaluation and shall sign the evaluation which indicates that the employee has read the contents of the evaluation. In the event the employee refuses to sign, a notation shall be made and signed by the rater and a witness to the refusal.
6. Employees may attach a rebuttal within thirty (30) calendar days of receipt of the evaluation. The rebuttal may only contain information specific to issues addressed in the evaluation.
7. No comments, other than the employee's timely rebuttal pursuant to paragraph 6 above, are to be added after the employee has signed the report.
8. If an employee disagrees with his/her evaluation, he/she may request, in writing, a meeting with the rater. If not satisfied with the results of that meeting, then the employee may request a meeting with the Department Head or designee.
9. If an evaluation is not completed by the Department, it will be deemed conclusive of a satisfactory rating in the employee's favor.
10. Once completed all performance evaluations shall be submitted to the Department Head or designee to be placed in the employee's official personnel file.

ARTICLE 28 – General Provisions

1. The County agrees to pay any increase in the percentage of contributions required by PERS, in lieu of any increase in salary.
2. This Agreement is the entire Agreement of the parties and those areas specifically delineated, terminating all prior arrangements and practices and concluding all negotiations during the term of the Agreement, except as provided by virtue of existing rules, policies and procedures. The County or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.
3. Should any provision of the Agreement be found in contravention of a federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until the end of the term of this Agreement, unless otherwise canceled or amended prior to the end of the term of this Agreement.
4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
5. Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.

6. For officer safety reasons, a ratio for transport of low risk inmates is established as one deputy assigned to every three inmates. For officer safety reasons, in the event of a transport of a high risk inmate at least two officers will be utilized.
7. The Nye County Sheriff's Deputy is a County employee and has the same jurisdictional rights no matter where he/she is within the County. Therefore, an employee working out of one substation may, at any time and without additional training, be required to work out of another substation within the County during their work shift without prior notice.

ARTICLE 29 – Terms of Agreement

1. Except as otherwise provided herein, this Agreement and each of its provisions shall become effective upon approval and signing by both parties, and shall run in full force and effect until June 30, 2021, at 2400 hours.
2. For the bargaining for a new contract to be effective July 1, 2021 the parties shall follow the impasse procedures in NRS 288.200 and hereby agree to the following:
 - (a). The parties agree to begin bargaining by February 15, 2021.
 - (b). The County will promptly provide the NCLEA the same Monthly Budget Status Updates as it provides to the Board of County Commissioners.
 - (c). The parties will make best effort to complete any necessary mediation before April 30.
3. The previously signed Tas changing Articles 1,2,3,4,7,12,13,14,26 and 27 shall be incorporated into the extended CBA and all of those changes shall be effective on the date of the ratification of this Agreement by the Board of County Commissioners.
4. All other provisions of the CBA shall remain unchanged.
5. This concludes negotiations for a complete extended CBA with a term through June 20, 2021 and except as otherwise provided by the revised Article 29 and NRS 288.150 (5)(a), neither party shall have the right to reopen any part of the extended CBA

IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly executed by their authorized representatives, effective this ____ day of April, 2021.

Nye County, State of Nevada
Board of Commissioners

Nye County Law Enforcement
Association

By: Debra Strickland, Chair

By: John Powell, President

ATTEST:

Sandra L. Merlino, Nye County Clerk
and Ex-Officio Clerk of the Board

Addendum A – Consanguinity / Affinity Chart

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4th Degree

Great Great Grandparent
Great Aunt/Uncle
First Cousin
Grand Nephew/Niece

3rd Degree

Great Grandparent
Aunt/Uncle
Niece/Nephew
Great Grandchild

2nd Degree

Grandparent
Brother/Sister
Grandchild

1st Degree

Parent
Child/Foster Child

YOU

A
F
F
I
N
I
T
Y

1st Degree

Spouse or Domestic Partner

2nd Degree

Parent-in-Law
Daughter/Son-in-Law

3rd Degree

Grandparent-in-Law
Brother/Sister-in-Law
Grandchild-in-Law

4th Degree

Great Grandparent-in-Law
Aunt/Uncle-in-Law
First Cousin-in-Law
Niece/Nephew-in-Law
Great Grandchild-in-Law

Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships. In-Law relationships of a domestic partnership shall be considered to be the same as blood relationship.

Addendum B – Discipline Matrix

1. DISCIPLINARY MATRIX

- a. This Disciplinary Matrix is designed to ensure that similar violations receive similar penalties. Although the matrix does not include all possible charges which may arise out of a violation of rules, regulations, policies, orders or law, it provides a representative sampling.
- b. In this regard the Department Head should attempt to follow the guidelines of this section relating to the various categories of offenses, and will review discipline currently rendered in similar cases. The guidelines within this section are just that and may be deviated from, dependent upon the above listed factors.
- c. Command and supervisory personnel will use the matrix in conjunction with mitigating and/or aggravating factors which may suggest a greater or lesser level of discipline. Some of these factors might include but are not limited to:
 - i. The nature of the incident associated with the disciplinary action; Any associated injury severity; The level or degree of any associated damages; The involved employee's intent or lack thereof with reference to the incident which required the need for discipline; Any previous record of performance as it might relate to the incident which required the need for discipline; and/or
 - ii. The existence of any mitigating and/or aggravating factors.

2. DISCIPLINE CATEGORIES

- a. The Disciplinary Matrix separates discipline recommendations into five groups labeled A through E with A as the lowest level of discipline and E as the highest. In using this matrix, the suggested category for a given violation should be the maximum punishment in assessing discipline. Mitigating factors explained in the previous section should then be considered. These factors may cause the recommendation to go down one or more categories. Finally, any previous same or similar violation should cause discipline to move up one or more categories appropriately.

3. LEVELS OF DISCIPLINE FOR VARIOUS CATEGORIES

- a. Category "A" Violations: These are minor rules violations which will normally require a written reprimand. The same or similar violation within a 12-month period elevates the violation to a Category "B".
- b. Category "B" Violations: These are minor misconduct violations which will normally justify summary punishment starting with a suspension of ten (10) hours. The same or similar violation with a 12-month period elevates the violation to a Category "C".
- c. Category "C" Violations: These are misconduct violations which normally justify summary punishment limited to a suspension of up to twenty (20) hours. The same or similar violation within a 24-month period elevates the violation to a Category "D".

- d. Category “D” Violations: These are serious misconduct violations which normally justify a suspension of up to thirty (30) hours. The same or similar violation within a 24-month period elevates the violation to a Category “E”.
- e. Category “E” Violations: These are serious misconduct violations which justify a suspension of forty (40) hours or more, demotion or termination of employment.

ALLEGATION	CATEGORY				
	A	B	C	D	E
ATTITUDE					
Display of unprofessional conduct toward public	X				
Gross display of unprofessional conduct toward public		X			
Unbecoming conduct			X		
Employee discourtesy	X				
Aggravated employee discourtesy		X			
CRIMINAL/TRAFFIC LAW VIOLATIONS					
Criminal conduct classified as a felony or a crime of violence or dishonesty					X
Criminal conduct classified as something less than a felony			X		
Traffic violation (excluding DUI/reckless / aggressive driving)	X				
DUI			X		
MISREPRESENTING FACTS					
Dishonesty in performance of duty					X
Intentional misrepresentation of facts					X
Intentional filing of false reports/records					X
EVIDENCE AND FOUND PROPERTY VIOLATIONS					
Failure to properly store/secure/release evidence or property	X				
VIOLATIONS RELATING TO INVESTIGATIONS					
Failure to submit accurate documents/reports	X				
Dissemination of information to unauthorized people				X	
Unauthorized dissemination of information from NCIC/NCJIS/DMV/SCOPE/HIPPA/LES/FOUO					X
HARASSMENT AND DISCRIMINATION					
Discrimination, Harassment & Sexual Harassment (Title 7 protected)				X	
Discrimination, Harassment & Sexual Harassment (Not Title 7 protected)	X				
FIREARMS AND WEAPONS VIOLATIONS					
Intentional discharge of firearm contrary to agency policy					X
Carrying unapproved firearm			X		
Carrying unauthorized weapons/equipment			X		
Accidental discharge of firearm		X			
VEHICLES AND PROPERTY					
Unintentional damaging of agency equipment	X				
Carelessness and negligence in the handling or control of county property		X			

INAPPROPRIATE FORCE AND BRUTALITY					
Excessive force-Defined as any force that is used which is lawful, however improper according to the use of force continuum and does not result in unjustified injury			X		
Willful misuse of force				X	
Unauthorized use of deadly force					X
NEGLECT OF DUTY					
Lack of diligence or efficiency in performing duties	X				
Failure to take necessary police action		X			
Failure to take necessary police action resulting in serious injury or death					X
Lateness to duty assignment	X				
Failure to appear for court	X				
Sleeping on duty	X				
Submitting late reports	X				
FAILURE TO OBEY					
A.W.O.L. violations					X
Willful misconduct			X		
Failure to obey a lawful order	X				
Failure to follow agency policy	X				
Insubordination-Defined as an act by an employee who has received a direct and timely order from a supervisor which an objectively reasonable employee would have understood but refused to obey					X
PRISONER RELATED VIOLATIONS					
Failing to search prisoner incident to arrest			X		
Failing to utilize prisoner restraining device	X				
Failing to arrange for medication or treatment for a prisoner			X		
SECONDARY EMPLOYMENT VIOLATIONS					
Engaged in secondary employment without authorization	X				
MISCELLANEOUS					
Any conduct or performance issues not listed in this matrix	X				
Using official position for personal/financial gain					X
Unauthorized consuming of alcoholic beverages on duty					X
Engaging in unauthorized relationships		X			
Illegal use of controlled dangerous substances					X
Failure to report use of prescription medication		X			

Addendum C – Pay Scale

Addendum C

Nye County Law Enforcement Association Pay Schedules 7/1/2018 - 6/30/2021

*POST Incentive Pay ~ Basic Certificate 1 step increase - Intermediate 2% pay increase - Advanced 2% pay increase -
Managerial 2% pay increase (Sergeant's only)*

GRADE/STEP		1	2	3	4	5	6	7	8	9	10
DEPUTY	G1	18.71	19.46	20.23	21.04	21.88	22.75	23.66	24.59	22.48	26.61
Intermediate POST	G2	19.08	19.85	20.65	21.48	22.34	23.23	24.16	25.12	26.13	27.17
Advanced POST	G3	19.47	20.24	21.05	21.89	22.77	23.68	24.63	25.61	26.64	27.70
SERGEANT	K1	21.88	22.75	23.66	24.61	25.59	26.61	27.68	28.79	29.94	31.14
Intermediate POST	K2	22.32	23.21	24.14	25.10	26.11	27.15	28.24	29.37	30.54	31.76
Advanced POST	K3	22.76	23.67	24.62	25.60	26.63	27.69	28.80	29.95	31.15	32.40
Managerial POST	K4	23.22	24.15	25.11	26.12	27.16	28.25	29.38	30.55	31.77	33.05
D.A. INVESTIGATOR	R	29.02	30.18	31.39	32.64	33.95	35.31	36.72	38.19	39.71	41.29
Intermediate POST	R2	29.60	30.78	32.01	33.30	34.62	36.02	37.45	38.96	40.52	42.13
Advanced POST	R3	30.19	31.40	32.65	33.96	35.32	36.73	38.20	39.72	41.31	42.95

For Sworn Personnel with Eligible Associate's Degree (2% increase from base pay)

GRADE/STEP		1	2	3	4	5	6	7	8	9	10
DEPUTY	G1A	19.08	19.85	20.65	21.48	22.34	23.23	24.16	25.12	26.13	27.17
Intermediate POST	G2A	19.47	20.24	21.05	21.89	22.77	23.68	24.63	25.61	26.64	27.70
Advanced POST	G3A	19.86	20.66	21.49	22.35	23.24	24.17	25.13	26.14	27.18	28.27
SERGEANT	K1A	22.32	23.21	24.14	25.10	26.11	27.15	28.24	29.37	30.54	31.76
Intermediate POST	K2A	22.76	23.67	24.62	25.60	26.63	27.69	28.80	29.95	31.15	32.40
Advanced POST	K3A	23.22	24.15	25.11	26.12	27.16	28.25	29.38	30.55	31.77	33.05
Managerial POST	K4A	23.68	24.63	25.61	26.64	27.70	28.81	29.96	31.16	32.41	33.70
D.A. INVESTIGATOR	R1A	29.60	30.78	32.01	33.30	34.63	36.02	37.46	38.96	40.52	42.13
Intermediate POST	R2A	30.19	31.40	32.65	33.96	35.32	36.73	38.20	39.73	41.31	42.95
Advanced POST	R3A	30.79	32.02	33.31	34.64	36.03	37.47	38.97	40.53	42.14	43.83

For Sworn Personnel with Eligible Bachelor's Degree (4% increase from base pay)

GRADE/STEP		1	2	3	4	5	6	7	8	9	10
DEPUTY	G1B	19.46	20.23	21.04	21.88	22.75	23.66	24.61	25.59	26.61	27.68
Intermediate POST	G2B	19.85	20.65	21.48	22.34	23.23	24.16	25.12	26.13	27.17	28.26
Advanced POST	G3B	20.24	21.05	21.89	22.77	23.68	24.63	25.61	26.64	27.70	28.81
SERGEANT	K1B	22.75	23.66	24.61	25.59	26.61	27.68	28.79	29.94	31.14	32.39
Intermediate POST	K2B	23.21	24.14	25.10	26.11	27.15	28.24	29.37	30.54	31.76	33.04
Advanced POST	K3B	23.67	24.62	25.60	26.63	27.69	28.80	29.95	31.15	32.40	33.69
Managerial POST	K4B	24.15	25.11	26.12	27.16	28.25	29.38	30.55	31.77	33.05	34.37

Addendum C

Nye County Law Enforcement Association Pay Schedules 7/1/2018 - 6/30/2021

NOTE: USE THE PAY SCALE BELOW FOR THE FOLLOWING SPECIALIZED DUTY ASSIGNMENTS ONLY:

Post-Certified Instructor • Certified Rangemaster • Post-Certified Field Training Officer (FTO) • Post-Certified FTO Coordinator
Motorcycle Officer • Reserve Coordinator • Detective/Investigator • Detective/Investigator Sergeant

*Full-time assignments

		1	2	3	4	5	6	7	8	9	10
DEPUTY	G1S	19.46	20.23	21.04	21.88	22.75	23.66	24.61	25.59	26.61	27.68
Intermediate POST	G2S	19.85	20.65	21.48	22.34	23.23	24.16	25.12	26.13	27.17	28.28
Advanced POST	G3S	20.24	21.05	21.89	22.77	23.68	24.63	25.61	26.64	27.70	28.85
SERGEANT	K1S	22.75	23.66	24.61	25.59	26.61	27.68	28.79	29.94	31.14	32.39
Intermediate POST	K2S	23.21	24.14	25.10	26.11	27.15	28.24	29.37	30.54	31.76	33.04
Advanced POST	K3S	23.67	24.62	25.60	26.63	27.69	28.80	29.95	31.15	32.40	33.69
Managerial POST	K4S	24.15	25.11	26.12	27.16	28.25	29.38	30.55	31.77	33.05	34.37

For Sworn Personnel with Eligible **Associate's Degree**

GRADE/STEP		1	2	3	4	5	6	7	8	9	10
DEPUTY	G1SA	19.85	20.65	21.48	22.34	23.23	24.16	25.12	26.13	27.17	28.28
Intermediate POST	G2SA	20.24	21.05	21.89	22.77	23.68	24.63	25.61	26.64	27.70	28.81
Advanced POST	G3SA	20.65	21.48	22.34	23.23	24.16	25.12	26.13	27.17	28.26	29.39
SERGEANT	K1SA	23.21	24.14	25.10	26.11	27.15	28.24	29.37	30.54	31.76	33.04
Intermediate POST	K2SA	23.67	24.62	25.60	26.63	27.69	28.80	29.95	31.15	32.40	33.69
Advanced POST	K3SA	24.15	25.11	26.12	27.16	28.25	29.38	30.55	31.77	33.05	34.37
Managerial POST	K4SA	24.64	25.62	26.65	27.71	28.82	29.97	31.17	32.42	33.71	35.06

For Sworn Personnel with Eligible Bachelor's Degree

[illegible]