

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WHITE PINE COUNTY, NEVADA

AND

THE WHITE PINE COUNTY SHERIFF'S

EMPLOYEES ASSOCIATION

JULY 1, 2019 THROUGH JUNE 30, 2022

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ARTICLE 1 - PREAMBLE

This Agreement is entered into as of July 1, 2017, between the County of White Pine, Nevada, hereinafter referred to as the "County," and the White Pine County Sheriff's Employees Association, hereinafter referred to as the "Association."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, pursuant to the provisions of the Nevada Revised Statutes (**NRS**) 288, the basic and full agreement between parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

For the purposes of this Agreement, wherever the authority of the Sheriff is referenced, his/her designee will be appropriate for substitution.

ARTICLE 2 - RECOGNITION

In accordance with the provisions of NRS 288, the County has recognized and does recognize the Association as the exclusive bargaining representative of those full-time and part-time employees in three (3) bargaining units: 1: Dispatchers, 2: Deputies, and 3: Law Enforcement Supervisors.

Classifications in the bargaining units are as follows:

Dispatchers Unit

Dispatcher

Dispatch Supervisor

Administrative Assistant

Deputies Unit

Deputy Detention

Deputy Sheriff

Detective

Corporal

Supervisors Unit

Sergeant

Lieutenant

Captain

All three bargaining units will be covered by this agreement. Successor agreements will be bargained separately at the option of either party.

The parties recognize that additional classifications may be established and assigned to the bargaining unit.

ARTICLE 3-STRIKES AND LOCKOUTS

The Association and the employees covered by this Agreement will not directly or indirectly promote, sponsor, engage in, or participate in against the County any strike as defined in NRS 288.070 including, but not limited to, a sympathy strike, slowdown, interruption of operation, stoppage of work, absence from work upon any pretext or excuse not founded in fact, or any other interruption of the County, regardless of the reason for so doing. Further, the Association will use its best effort to require all employees covered by this Agreement to comply with this pledge.

The County will not lock out any employees covered by this Agreement as a result of a labor dispute with the Association.

ARTICLE 4 - RIGHTS OF MANAGEMENT

The County has the right and is entitled without negotiation to:

- A. Direct its employees;
- B. Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee, provided, however, that the County shall not transfer an employee as a form of discipline;
- C. Relieve any employee from duty because of lack of work or lack of funds;
- D. Maintain the efficiency of its governmental operations, including how operations are to be conducted, except for considerations of personal safety;
- E. Determine the methods, means, and personnel by which its operations are to be conducted, except for consideration of personal safety;
- F. Take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- G. Determine appropriate staffing levels and work performance standards, except for safety considerations; and,
- H. Determine the content of the workday including, without limitation, workload factors, except for safety considerations.

Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain the function of the County.

ARTICLE 5 - ASSOCIATION RIGHTS

- A. Subject to paragraph B. section 3 below, the Association President shall be allowed paid time to accomplish general Association business. The President may delegate use of said time to other Association officers.
- B. Association Representatives
 1. The Association may designate five (5) local Association representatives. The Association shall notify the Sheriff's Office, in writing, of the name of each representative and his/her jurisdictional area.
 2. The Sheriff's Office shall provide the Association representative reasonable opportunity to utilize release time to serve his/her capacity. The representative may utilize that time to participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:
 - a. The investigations of bargaining unit members' grievance or potential grievance;
 - b. Representation of a member/grievant at any step of the grievance procedure established herein;
 - c. Consultation with a duly accredited representative of the Association on matters involving the Association's relationship with the County;
 - d. Attending County functions/meetings which have a direct impact on the Association; and,
 - e. Attending all preparation and negotiation meetings.
 - f. No more than two representatives of a bargaining unit may attend any single meeting with management while on duty.
 - g. No more than one representative of a bargaining unit may use County time for investigation of a grievance. Investigation on County time shall occur only when such investigation cannot be completed during non-work hours. No more than two representatives may attend a grievance hearing for the purpose of representing a bargaining unit employee while on County time without the consent of the Sheriff.
 3. The representative shall notify his/her immediate supervisor each time/he wishes to conduct Association business and may be relieved of duty, unless operational demands preclude permission to leave the work location. Appropriate use of representative time, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the responsible supervisor.
- C. For each separate fiscal year covered by the term of this Agreement, the Association will use leave without pay or annual leave for members to attend meetings, conferences, legislative sessions, and conventions or to attend to other Association business, other than that covered in section (2) of this provision. Per Diem and/or travel shall not be provided by the office. The scheduling of time under this provision requires the advance approval of the Sheriff or his/her designated representative.
- D. Use of time outside normally scheduled duty hours on Association business will not and does not qualify for any form of pay or premium pay.

ARTICLE 6 - NON-DISCRIMINATION

- A. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of a bargaining unit. The County shall not encourage or discourage membership in any employee organization.
- B. The Association recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- C. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, sexual orientation, national origin, disability, or political affiliation. The Association shall share equally, with the County, the responsibility for applying this provision of the Agreement.

ARTICLE 7-DUTY STATEMENTS

The County agrees to provide each employee in the representational unit a current duty statement. Such duty statement shall include, but not be limited to:

- A. Each Division will be informed of any training applicable to employees in the Division to include:
 - 1. When and where the training will be held, and
 - 2. Who may apply for the training.
- B. Shift: A current and accurate schedule of the shift each employee is assigned to work.
- C. The Division to which each employee is assigned: Duties per Department Policy according to their respective Department and a copy of the Department Policy Manual.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

A. Hours of Work:

1. The normal work schedule is 8 hours per day and forty (40) hours per week (8/40), including meal periods. The scheduling of work shifts and work weeks shall be as directed by the Sheriff. For Dispatchers, the Dispatch Supervisor, and the Administrative Assistant, the work schedule shall be forty (40) hours per week, including meal periods. Provided, however, any Administrative Assistant hired after March 1, 2008, shall have a work schedule of forty (40) hours per week, excluding meal periods.
2. Duty hours shall be devoted fully to the performance of assigned duties. Periods of absence for personal matters shall not be credited toward duty hours and must be charged to vacation leave, compensatory leave, sick leave, or other approved forms of leave, as contained in this Agreement, or be recorded as an unexcused absence;
3. Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute coffee breaks or rest periods during each work day;
4. In the event that the Sheriff determines a ten (10) hour day, forty (40) hour week (10/40) is more beneficial to the Department, such hours shall constitute a normal work schedule.

In the event that the Sheriff determines a twelve (12) hour day, eighty (80) hour biweekly work period (12/80) is more beneficial to the Department, such hours shall constitute a normal work schedule;
5. All hours paid shall be considered hours worked, and
6. Mandatory training is defined as all training that is required by the Sheriff, state, and federal regulations. The training varies by division.

B. Overtime Pay: Employees shall be paid for all hours worked in excess of those hours scheduled for the day or work week or work period as stated in section A (8/40, 10/40, or 12/80), at the rate of one and one-half (1½) hours which may be paid in cash or as compensatory time at the request of the employee with the approval of the Sheriff.

C. Compensatory Time:

1. Employees electing compensatory time for overtime worked shall not accumulate in excess of two hundred forty (240) hours. If compensatory time accrued is taken in lieu of overtime pay, compensatory time will be accrued at one and one half (1½) times the hours worked by the employee.
2. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment, and
3. Upon termination of employment, an employee must be paid for unused compensatory time figured at:
 - a. The average regular rate received by such employee during the last three (3) years of employment; or
 - b. The final regular rate received by such employee, whichever is higher.

D. Call-in Pay: An employee called to work on a non-scheduled day or shift shall receive not less than two (2) hours pay at one and one-half (1½) times the scheduled shift rate.

- E. All overtime opportunities shall be rotated among those employees normally performing the work to ensure equity in overtime opportunities; provided however that the Sheriff retains the right to assign employees based on availability and the needs of the department.

ARTICLE 9 - SHIFT CHANGES

- A. The parties agree that the current practice utilized to rotate or change shifts will continue.
- B. In the event that either party to this Agreement determines that present shift change is no longer practical or workable, notice will be effected and forwarded to the other and, within fourteen (14) calendar days, the parties will meet to determine what changes may be necessary.
- C. In order to accommodate the provisions of paragraph B above, the proper forum for the activity contemplated shall be the labor/management meetings as provided for in Article 39 of this Agreement.
- D. Temporary shift changes of not more than thirty (30) days are left to the sole determination of the Sheriff or his/her designee.

ARTICLE 10· HOLIDAYS AND HOLIDAY PAY

A. Employees eligible for holiday pay shall receive the same holiday pay for those holidays delineated as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr.'s Birthday)
3. Third Monday in February (President's Day)
4. Easter Sunday
5. Last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. Last Friday in October (Nevada Day)
9. November 11 (Veterans Day)
10. Fourth Thursday in November (Thanksgiving Day)
11. Day after Thanksgiving (Family Day)
12. December 25 (Christmas Day)

Any other day declared a holiday or day of mourning by the President of the United States, Governor of the State of Nevada, or the White Pine County Commissioners.

If a holiday in section A falls on an employee's day-off, s/he shall receive eight (8) hours of holiday pay, paid in cash or eight (8) hours of compensatory time at the request of the employee with the approval of the Sheriff except for the holiday Easter. If an employee does not work on Easter that employee shall not receive any compensation for the day.

If a holiday falls on a day the employee is scheduled to work, s/he shall receive holiday pay equal to the number of hours the employee is scheduled to work. For example, an employee scheduled to work 12 hours on a holiday shall receive 12 hours of holiday pay. If an employee works on a holiday, s/he shall be paid time and one-half (1Y2) for each hour worked, plus holiday pay. When the Sheriff or his designee designates an employee to work hours in excess of his/her normal eight (8), ten (10), or twelve (12) hour shift, that employee shall receive holiday pay for the actual hours the employee is designated to work. For example, an employee normally assigned to work a eight (8) hour shift, and is designated to work a twelve (12) hour shift on a day identified in section A as a holiday, that employee would receive twelve (12) hours of holiday pay plus twelve (12) hours at time and one-half (1 Y2) for a total of (30) hours.

An employee who works a holiday may be paid in cash or as compensatory time at the request of the employee with the approval of the Sheriff.

If January 1, July 4, November 11, or December 25 fall on a Saturday or a Sunday and the Friday before or the Monday after is declared a legal holiday pursuant to NRS 236.015, both the actual date and the legal holiday shall be eligible for holiday pay as outlined below.

B. To be eligible for holiday pay, an employee must work or be in paid leave status his/her regularly scheduled shift the day before and the day following the holiday.

- C. Each employee will receive two (2) personal holidays effective July 1 of each contract year. These holidays are not accumulative, but must be used between July 1 and June 30 of each year. Personal holidays may not be used during the fourth calendar quarter (October-December). The value of each personal holiday shall be based on an employee's regular schedule, eight (8), ten (10) or twelve (12) hours. Each employee will be entitled to choose when to use his/her personal holiday as long as it can be properly scheduled. Employees are not eligible to receive personal holidays for the contract year in which they are hired.
- D. The Association accepts the 2nd personal holiday in lieu of any attempt to obtain the day before or after Christmas and New Years as per the County's personnel policy manual issued January 2000. The Association will not use its rights as afforded under Article 35 of the Collective Bargaining Agreement in relation to this issue only.

ARTICLE 11-VACATIONLEAVE

- A. Vacation accrual for full-time employees hired on or before June 30, 2017. Each employee shall be entitled forty (40) hours vacation leave credit on the first day of the pay period following completion of six (6) months of continuous County service. Thereafter, employees shall accrue vacation leave credit at the monthly equivalent of the rate established below:

ANNUAL VACATION EARNING RATE

Year of Continuous Service	Hours Earned
Less than one (1) year	80 hours - 10 days
One (1) but less than (7)	144 hours - 18 days
Seven (7) but less than ten (10)	168 hours - 21 days
Ten (10) but less than fifteen (15)	192 hours - 24 days
Fifteen (15) but less than twenty (20)	216 hours - 27 days
Over twenty (20)	240 hours - 30 days

Vacation accrual for full-time employees hired on or after July 1, 2017 shall be entitled to forty (40) hours vacation leave credit on the first day of the pay period following completion of six (6) months of continuous County service. Thereafter, employees shall accrue vacation leave credit at the monthly equivalent of the rate established below:

ANNUAL VACATION EARNING RATE

Year of Continuous Service	Hours Earned
Less than one (1) year	80 hours - 10 days
One (1) year but less than seven (7) years	120 hours - 15 days
Seven (7) years but less than ten (10) years	144 hours - 18 days
Ten (10) years but less than fifteen (15) years	168 hours - 21 days
Fifteen (15) years but less than twenty (20) years	192 hours - 24 days
Twenty (20) years or more	216 hours-27 days

Part-time employees shall accrue vacation leave credit on a pro-rated basis.

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

Total County service, even though interrupted, will be counted if a person returns to County service within two (2) years of his/her date of separation and has worked three (3) continuous years subsequent to re-employment.

- B. Vacation accrual for part-time employees: On the first day of the pay period following the completion of six (6) months continuous service, and thereafter, each part-time employee in the Sheriff's Office shall be allowed vacation leave credit pro-rated on the basis of the rates set forth above for full-time employees.
- C. Vacation leave may be accumulated from year to year, not to exceed two hundred forty (240) hours. Amounts in excess of two hundred forty (240) hours, as of December 31 each year, shall only be paid in the event an employee is denied leave in writing and, as a result, exceeds the two hundred forty (240) hour maximum accrual period limitation.
- D. An employee shall be paid at his/her regular hourly rate for each hour of vacation leave time taken. Vacation leave shall be charged on the basis of one (1) hour for each full hour or major portion of an hour vacation leave taken.
- E. Vacation leave taken during a monthly period shall be charged before vacation leave earned during that pay period is credited.
- F. Vacation leave shall not be granted in excess of the vacation credit earned, except under extenuating circumstances, and as approved by the Sheriff.
- G. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation leave earned through the last day worked not to exceed 240 hours. If this date is earlier than the last day of the pay period, the vacation credit shall be pro-rated for that pay period, except as provided for in paragraph C above. Except as provided in the "Sellback Provision" (J), under no circumstances shall cash payment be made for accrued vacation while an employee is in regular status.
- H. If an employee dies and was entitled to accumulated vacation leave under the provisions of this Article, payment shall be made in accordance with Article 41, Distribution of Compensation Due a Deceased Employee in an amount of money equal to the number of hours earned or accrued vacation leave multiplied by the regular hourly rate of such employee.
- I. Employees shall not accrue vacation leave credit while on leave without pay. Leave without pay in excess of 30 calendar days will not count toward years of continuous service for accrual rate purposes. Any period in which an employee was, while employed by White Pine County, called into service for the United States Armed Forces involuntarily will be considered as creditable service for purposes of the rate of accrual, provided s/he returns to County employment within ninety (90) days from honorable discharge from the military.
- J. Sellback. In the first pay period of November employees can elect per written request to sell twenty (20) hours of vacation time back to the county. Employees will need to have taken at least forty (40) hours of vacation time in the first three calendar quarters and must have completed their first six months of employment to be eligible for this sellback.
- K. Compensation on Termination. Upon termination of employment, retirement, or death, an employee hired after July 1, 2019 shall be entitled to compensation of accrued vacation time not to exceed two hundred forty (240) hours.

ARTICLE 12 - SICK LEAVE

- A. Each employee in the service of the County for less than ten (10) years shall be credited with sick leave at the rate of one and one-fourth (1%) working days for each month of full-time service, which is cumulative from year to year. Sick leave accrual will be pro-rated for any time on leave without pay. Part-time employees shall accrue sick leave on a pro-rated basis.

Each employee in the service of the County for ten (10) or more continuous years of service shall be credited with sick leave at the rate of one and one-half (1Y2) working days for each month of full-time service, which is cumulative from year to year. Leave without pay over 30 days will not be counted toward continuous years of service for purposes of determining the rate of accrual.

- B. An employee is entitled to use accrued sick leave only:
1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy, or childbirth;
 2. When quarantined;
 3. When receiving required medical or dental service or examination;
 4. For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency requires the employee to remain at home with the child; and
 5. Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose, "immediate family" means the employee's relatives up to and including the 2nd degree of Affinity and Consanguinity (see Appendix 12-D);
- C. If any employee does not have adequate accrued sick leave time, the Sheriff may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.
- D. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a pay period shall be charged before sick leave earned that pay period is credited.
- E. Compensation on Termination: Upon termination of employment, retirement, or death, an employee hired before July 1, 2014 shall be entitled to compensation for fifty percent (50%) of all accrued sick leave, not to exceed seven hundred and twenty (720) hours. An employee hired after July 1, 2014 shall be entitled to compensation for fifty percent (50%) of all accrued sick leave commensurate with their years of service as follows:
- Zero to Five (0-5) years of service: No compensation for sick leave hours upon termination of employment.
- Six to Ten (6-10) years of service: Fifty percent (50%) of all accrued sick leave not to exceed 400 hours.
- Eleven to Fifteen (11-15) years of service: Fifty percent (50%) of all accrued sick leave not to exceed 500 hours.
- Sixteen to Twenty (16-20) years of service: Fifty Percent (50%) of all accrued sick leave not to exceed 720 hours.
- Twenty (20) years or more of service: Fifty percent (50%) of all accrued sick leave not to exceed 800 hours.

- F. In the event of death of an employee, payment will be made on the same basis as above in accordance with Article 41, Distribution of Compensation Due a Deceased Employee. For employees hired after July 1, 2014, the deceased employee's beneficiary shall be entitled to compensation for fifty percent (50%) of all accrued sick leave not to exceed seven hundred and twenty (720) hours, regardless of years of service.
- G. Survivor's Rights: In the event an employee is killed in the line of duty, payment for one hundred percent (100%) of all accrued sick leave shall be made in accordance with Article 41, Distribution of Compensation Due a Deceased Employee.
- H. Catastrophic Leave: Upon application to the Association and upon concurrence of the Sheriff, the County will allow a member of the Department to voluntarily donate, on a case-by-case-basis his/her accrued and unused sick leave to another employee who needs the leave due to a catastrophe. The affected employee will use his/her own accrued and unused sick leave before using any donated leave. If employment of the affected employee is terminated, the unused donated leave will not be paid to the affected employee. The sick leave that reverts back will be based on the same conditions that existed at the time of donation and will be returned to the employees who donated, based on the percentage of the total number of hours donated by each employee.
 - a. Catastrophe means the employee is unable to perform the duties of his/her position because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability which an attending physician expects to exceed ten (10) weeks. Life threatening means a condition which is diagnosed by a physician as creating a substantial risk of death; and
 - b. The maximum number of hours which may be transferred by an employee in any one (1) calendar year is one hundred and twenty (120). The minimum number of hours which may be transferred in any one (1) calendar year is eight (8). An employee may not transfer any hour of sick leave if the balance in his/her account after the transfer is less than two hundred and forty (240).
- I. Family and medical leave will be granted consistent with the provisions of the Pursuant to the Family and Medical Leave Act (FMLA). For the purpose of determining the amount of leave an employee may take a year is defined as a rolling twelve (12) -month period measured backward from the date on which an employee uses any FMLA leave. When on FMLA leave, an employee shall use available paid leave before going on leave without pay. Periods of unpaid leave will not count for purposes of seniority or any other rights or entitlement earned through employment, except as may be provided elsewhere in this Contract.

The preceding sections are not intended to be all inclusive. Specific situations may require reference to the provisions of Public Law 103.3.

ARTICLE 13 - FUNERAL LEAVE

- A. Pay for Funeral Leave: Paid leave to attend the funeral of a member of an employee's immediate family may be granted at the discretion of the Sheriff for a period not to exceed five (5) working days.
- B. Extended Funeral Leave: Additional leave to attend a funeral in excess of five (5) days may be granted at the discretion of the Sheriff. Such leave shall, however, be charged to the accrued sick or annual leave of the employee as designated by the employee.
- C. Immediate Family Defined: Immediate family means the employee's relatives up to and including the 2nd degree of Affinity and Consanguinity (see Appendix 12-D).
- D. In the event a regular, part-time employee is in need of the provisions of this Article during a time s/he would normally be scheduled or, by practice, called to work, s/he shall be granted the same right to leave with pay as any other unit member, subject to the expressed limitations included herein.

ARTICLE 14 - LEAVE OF ABSENCE

- A. The County may grant leaves of absence without pay for up to twelve (12) months only for exceptional circumstances and conditions, such as education or prolonged illness, as approved by the appropriate authority. Such leave may be extended for an additional period of up to six (6) months by the County Board of Commissioners.

Leaves of absence are granted at the discretion of the County. Leaves of absence without pay may be granted when, in the judgment of the granting department head, the work of the office or department will not be impeded by the employee's absence.

- B. Approval -Less Than 30 Days: Leaves of absence without pay not to exceed thirty (30) calendar days may be granted by the Sheriff.
- C. Approval - More Than 30 Days: Leaves of absence without pay in excess of thirty (30) calendar days may be granted by the County Commissioners. The leave request must be accompanied by a written certification from the department head that the leave is consistent with this policy, the work of the department will not be impeded by the employee's absence, and will not require the appropriation of additional funds.
- D. Leaves of absence are not granted for the purpose of seeking or accepting other employment, except when such employment is with another government agency or an educational institution, and the County Board of Commissioners determines that granting of such leave is in the best interest of the County.
- E. Termination of Leave: The County may terminate any leave of absence, except for those granted pursuant to state or federal law, prior to its expiration date, if the conditions for granting the leave are breached without prior approval or for other serious reason such as the need for a reduction in force, by sending written notice to the employee concerned whenever the County determines that such action is appropriate. The terms and conditions setting forth the provisions of the termination of an unpaid leave of absence must be included in the document granting the unpaid leave of absence. The employee is then required to return to work within five (5) calendar days from the date the notice is received. In the event the County terminates a leave of absence, the employee will be returned to the same class or positions/he occupied when the leave of absence was granted, unless the termination of leave is due to a reduction in force.
- F. Failure to Return: An employee who fails to return to duty upon expiration or termination of leave is considered to have abandoned his/her County employment.
- G. Insurance: Employees on approved leave of absence may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.
- H. Return from Leave
 - a. An employee who does not return from a leave of absence without pay on the first work day following the end of the leave will be considered to have resigned from employment with the County; and
 - b. Reinstatement: If the leave is granted, the employee will be rehired at the same range and step held at the beginning of the leave of absence with no loss of seniority, with approval of the Sheriff.
- I. Medical Leave: The County may require a physician's statement to verify the need for a medical leave of absence.

- J. Anniversary Date: An employee's anniversary date will be changed by the number of days off work for all unpaid leaves of absence in excess of thirty (30) days *during any twelve (12) month period.*
- K. Benefit Accrual: Employees on leave without pay will not accrue benefits.

ARTICLE 15 - UNIFORMS

- A. The County will provide the following items to every new employee, within thirty (30) days from date of hire, and to any present employee when required by the Sheriff to replace such items that have been damaged or destroyed in the line of duty. Damaged or destroyed items will be replaced within thirty (30) days of the employee reporting the damage or destruction of equipment. All such uniform items will remain the property of the County and will be returned to the County upon termination of employment.

UNIFORM ITEM	QUANTITY	
	Patrol Division	Jail Division
Cap (ball style)	1	1
Duty jacket	1	1
Shirt (long sleeve)	3	3
Shirt (short sleeve)	3	3
Pants	3	3
Polo shirts S/S	2	2
Breast badge	1	1
Identification card	1	1
Belt (duty)	1	1
Belt (uniform)	1	1
Holster	1	1
Weapon	1	1
Ammo	52	52
Expandable straight baton	1	1
TASER	1	1
Key strap	1	1
Level II, Level III or Level IIIa ballistics vest**	1***	
Dual purpose vest		1***
Portable radio w/holder	1	1
Handcuffs w/keys	2	1
Handcuff case (double)	1	0
Handcuff case (single)	2	1
Cap stun / OC	1	1
Name Tag (brass in color)	2	1
Gloves: Winter	1	
Gloves – latex*	1 box	
Beanie	1	1
Flashlight holder	1	1
Rechargeable flashlight	1	1
Belt keepers	4	4
Building key/interior key	1	1
Snow suit	1	

*latex gloves will be replenished by the department upon request of the employee as they are depleted by the employee.

**any deputy that promotes to the detective division will be issued a plate carrier for their ballistics vest plates that can be worn over their business attire

***vests will remain the property of the employee and shall be purchased under the guidelines of subsection I

ARTICLE 15 - UNIFORMS

- B. The County shall purchase for each employee three (3) summer uniforms and three (3) winter uniforms.
- C. Each employee of the Detective Division will receive \$600.00 per year as a clothing allowance; \$300.00 to be issued on July 1, and the second \$300.00 to be issued January 1 of each year.
- D. Employees of the Detective Division who resign, or who are terminated, during the course of any semi-annual portion of the fiscal year shall reimburse the County for any portion of the clothing allowance received at the beginning of that period under a pro-rated schedule.

Such reimbursement shall be made at a rate of one-sixth (1/6) of the total amount (\$300.00 or the current established allowance in effect) per full calendar month not yet elapsed within that six (6) month disbursement period.

Example:

Disbursement of \$300.00 on January 1st
Detective leaves employment on April 15th
Remaining month(s) in period: Two (2)
= \$300.00 divided by 6 (multiplied by 1/6)
Multiplied by two (2) months = \$100.00,
Amount to be reimbursed.

- E. Cleaning: If the Sheriff requires professional cleaning/laundry, the County shall provide for the cleaning and laundering of uniforms used by employees in connection with their employment by the Department, except employees in the Detective Division will be responsible for the cleaning and upkeep of the clothing for their positions.
- F. Employees will replace all uniforms, items, accessories, insignia, or equipment lost or damaged by them not in the line of duty. The County will replace any personal, necessary equipment lost or damaged on duty, not limited to, but including employee glasses, contact lenses, watches, handcuffs, flashlights, cell phones, or dental work, up to \$100.00 in value with a receipt or proof of replacement cost provided by the employee.
- G. Each employee will receive \$250.00 per year towards the purchase of footwear, issued April 1 of each year. Each new employee will receive a pro rata amount for each full month in their initial year of hire based upon when said employee is hired with the Department.
- H. Upon discretion of the Sheriff, the County agrees to purchase rain jackets for those employees who would need the jackets in their duty assignment.
- I. Vests. Existing employees, upon expiration of their current vests, shall be eligible to purchase their own protective vests, including optional trauma plates, and be eligible to submit for reimbursement to the County of up to one thousand dollars (\$1000) with proof of purchase. New employees shall be responsible for purchase of their own protective vests, including optional trauma plates and, upon providing proof of purchase, will be eligible for reimbursement of up to one thousand dollars (\$1000). After initial reimbursement, employees with continued five (5) years of service, standard shelf life of Kevlar, shall be eligible for reimbursement upon proof of purchase of new vest and expiration of old one. The purchase price will not exceed one thousand dollars (\$1000). If the amount does exceed one thousand dollars (\$1000), it is the responsibility of the employee to cover those costs in excess. If the

ARTICLE 15 - UNIFORMS

purchase price is less than one thousand dollars (\$1000), the County will only reimburse the actual cost of the vest. If an employee terminates from County employment, voluntarily or involuntarily, the employee will reimburse the County, by way of deduction from the employee's final paycheck, an amount in accordance with the following schedule:

An employee with less than:

- a. One year of service since purchasing the vest, will reimburse the County for 80% of the amount originally received from the County.
- b. Two years of service since purchasing the vest, will reimburse the County for 60% of the amount originally received from the County.
- c. Three years of service since purchasing the vest, will reimburse the County for 40% of the amount originally received from the County.
- d. Four years of service since purchasing the vest, will reimburse the County for 20% of the amount originally received from the County.

If an employee's vest or trauma plates are destroyed or damaged beyond repair while on-duty, the County will replace the vest or equipment (that is not replaced by the manufacturer) provided that a report has been prepared and a case number issued documenting the destruction. A replacement vest will not be issued because of a change in the size needed, unless approved and authorized by the Sheriff.

Grant funding will be sought on a yearly basis to cover approximately 50% of the purchase costs to the County. Vests purchased by the employee must meet the Office of Justice Program's fit and level requirements as well as be purchased from an approved vendor in order to qualify for reimbursement by the County.

ARTICLE 16-LONGEVITY PAY

- A. Employees shall receive longevity pay based on creditable years of service, as defined below in paragraph B, consistent with the following schedule.

Beginning Years of Service	Annual Payment
8 Years	\$1,000.00
15 Years	\$1,400.00
20 Years	\$1,800.00
25 Years	\$2,200.00

- B. Creditable Service: All periods of regular or probationary employment and regular intermittent employment with White Pine County shall be considered as creditable service for the purpose of computing longevity eligibility. This will be interpreted to include all previous employment that was terminated under honorable conditions and the employee returned to work prior to July 1, 2001, or extended leave of absence approved by the Board. Effective July 1, 2001, an employee who terminates employment with the County, except a termination due to layoff, and does not return within twelve (12) months will be considered to have a break in creditable service for purposes of determining eligibility for longevity pay. All time served prior to the termination will not count as creditable service for longevity pay. Any period in which an employee was, while employed by White Pine County, called into the service for the United States Armed Forces involuntarily will be considered as creditable service for computation of longevity pay.
- C. Non-Creditable Service: Any periods that an employee is on any leave of absence without pay over thirty (30) calendar days within a calendar year will be deducted from his/her creditable service for computation of longevity pay.
- D. Said employee shall receive payment of longevity pay on their closest payday following the anniversary of date hired.

ARTICLE 17-MEDICAL PLAN

The County shall pay toward the premium cost for health, life, dental, and vision insurance for bargaining unit employees on the County health plan selected, as described below.

- A. The County will pay one hundred percent (100%) of the costs of a full-time employee's and fifty percent (50%) of the costs of a part-time employee's hospitalization and health insurance policy, including major medical co-insurance program and comprehensive dental and vision plans.
- B. An employee's health insurance coverage will become effective on the first day of the month following 60 days of full time employment in a regular budgeted position.
- C. The County will place \$95.00 each month in the HRA or HSA (as elected by the employee). Payments into the HRA or HSA will begin when the newly hired employee becomes eligible for health insurance coverage.
- D. To be eligible, the employee must be employed on a full time basis and be enrolled in and covered by the group health insurance plan provided by the County.
- E. The employee may use this money in the manner allowed under the Internal Revenue Service regulations.
- F. An employee on leave of absence without pay may continue to carry County health insurance. Except as otherwise specifically required by law, for the duration of such leave, the employee must pay the full premium payments in a timely manner and the County will make no contribution to the employee's HRA or HSA.
- G. The County will contribute \$200.00 per month per employee towards dependent coverage. The employee must be enrolled in a health plan that includes spouse and/or dependent medical coverage.

ARTICLE 18 - EMPLOYEE WELLNESS

Gym memberships. If an employee works out at a gym facility more than eight (8) times per month the County will reimburse employees gym membership fees not to exceed thirty (\$30) per month. The facility of choice must provide monthly reporting of employee's attendance at the facility to the County to be eligible for reimbursement. If the employee does not attend the minimum times per month, the employee will not receive reimbursement for that month.

ARTICLE 19 - MEDICAL EXAMINATION

- A. **Required Medical Examination:** Each employee covered for disease of the heart and lungs pursuant to NRS Chapter 617 shall submit to an initial physical examination upon commencement of coverage or commencement of employment, whichever is later. Thereafter, beginning with the third (3rd) year of employment, each employee shall submit to an annual medical examination during his/her employment and before December 31 of each year.
- B. **Cost of Medical Examinations:** All medical examinations required pursuant to this section of this Article shall be paid for by the County.
- C. **Negative Results:** If the results of the annual medical examination are negative (i.e., the employee faces possible termination or restrictions of work capabilities as a result of the medical examination), the employee may seek the opinion of a second doctor, at the employee's expense. If the two doctors disagree, the County and the employee agree to share the cost for the opinion of a third (3rd) referee physician.

ARTICLE 20 - JOB-RELATED INJURIES

Compensation for Job-Related Injuries: An employee who is unable to work due to an injury arising out of and in the course of employment with the County shall receive full pay during the period for which the employee receives Public Agency Compensation Trust (PACT) wage compensation, specifically until the PACT determines the employee is eligible to return to work or that s/he is permanently, totally, or partially disabled, provided the employee in turn endorses the PACT wage compensation checks over to the County.

- A. Compensation for Job-Related Injuries: An employee who is unable to work due to an injury arising out of and in the course of employment with the County shall receive full pay from the date of injury or date of report (whichever is later), for a period not to exceed twelve (12) months, until the Public Agency Compensation Trust (PACT) determines the employee is eligible to return to work or that he/she is permanently, totally, or partially disabled. The injury must have been reported per White Pine County's Sheriff's Office Policy. At the twelve (12) month mark or the time of determination by PACT, whichever comes first, if the employee is not able to return to work the employee will have the option to exhaust all leave banks (vacation, sick, comp). At the time when the leave banks have been exhausted a determination regarding disability or the ability to return to work will need to be made. If the employee is unable to return to work, they may apply for a leave of absence per the WPCSEA contract article 14. All PACT wage compensation checks must be endorsed by the employee and returned to the county for the employee to receive full pay during the benefit period not to exceed 12 months.
- B. During the period of absence, up to twelve (12) months, the affected employee will not be charged with the use of any accrued sick leave, annual leave, or other forms of leave; however, an employee shall not accrue any additional leave while the employee is on such paid leave.
- C. If an employee returns to work after an initial claim and has to reopen the claim and is out of work again the period of up to twelve (12) months will start from the date the claim was reopened.

In the event of an employee's claim for worker's compensation is denied by the Public Agency Compensation Trust (PACT), the employee will be charged for the use of sick leave equivalent to the hours he/she was unable to work. If the employee does not have an adequate number of sick leave hours accrued, the County may charge the employee's annual leave, followed by the employee's compensatory leave time for the hours he/she was unable to work. If an employee does not have an adequate number of sick, annual, or compensatory leave hours accrued, the County may charge leave as it is accrued by the employee until the total number of hours have been recovered. If the County opts to charge leave as it is accrued the County shall provide written documentation to the employee detailing the reason the leave hours are being charged, the number of hours being charged and the intent to charge leave as it is accrued by the employee.

ARTICLE 21 - REDUCTION IN FORCE LAYOFF PROCEDURE

- A. Notice: In the event of a reduction in force, the County, by its elected Sheriff will determine first what bargaining unit in which to reduce staff and shall give all employees who may be laid off or reduced in hours a minimum of thirty (30) days' notice prior to such action.
- B. Form of Notice: Notice will be given in written form and by personal service on to the employee or sent to the employee by registered mail, return receipt requested.
- C. Employees who are re-employed after they are laid off will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff. Employees have the option of receiving compensation for unused sick leave (see Article 12 above) and annual leave when laid off, or automatically after six (6) months, if not rehired.

Layoffs shall be designated by bargaining unit with the least senior employee(s) being laid off first. Employees may bump less senior employees in the other bargaining units for which they are qualified. All layoffs will be based on seniority, defined as unbroken length of service since the employee's most recent date of hire to the Sheriff's Office. Employees will be recalled to duty in inverse order of the original layoff or bumping. An employee who is laid off and who either accepts the layoff or bumps, shall be recalled to their original classification or any intermediate classification that is to be filled prior to an outside hire or new promotion. When an employee opts to bump a less senior employee in another bargaining unit, rather than accepting the layoff, s/he will go to the correct grade for that classification and to a step that is equal to his/her current rate of pay, but no higher than the top step for that grade.

For purposes of this Article, for the Deputy bargaining unit and Supervisory Deputy bargaining unit, for all officers hired after July 1, 2009, the positions for Detention and Patrol shall be considered separate classifications.

When an employee is recalled, the layoff period shall count toward seniority and not as a break in service.

ARTICLE 22 - RETIREMENT

Retirement Program: All employees covered by this Agreement shall participate in the Public Employees Retirement System (P.E.R.S.) as provided by the Public Employees Retirement Act, NRS Chapter 286.

ARTICLE 23 - ASSOCIATION DUES

- A. Authorized Deductions: The County will withhold Association dues each month from the wages of each employee who has authorized the deduction by the voluntary written authorization. The County Finance Director shall remit such monies withheld on a monthly basis to the individual designated by the Association as Treasurer of the Association.
- B. Indemnification: The Association agrees no legal action will be instituted against the County because of good faith action taken or not taken by the County in its efforts to comply with the provisions of this Article.

ARTICLE 24 - SALARIES

- A. Rates: Each employee shall be paid at the appropriate rate for his/her grade and step as shown in Appendix 23-A.
- a. Effective July 1, 2019 the salary chart in Appendix 23 -A shall be adjusted by 1% over the salary chart in effect on June 30, 2019.
 - b. Effective July 1, 2020 the salary charts in Appendix 23 -A shall be adjusted by 1% over the salary chart in effect on June 30, 2020.
 - c. Effective July 1, 2021 the salary charts in Appendix 23-A shall be adjusted by 1% over the salary chart in effect on June 30, 2021.
- B. Advancements: Salary step advancements shall be made on the basis of the following:
- a. Step Increases: Each employee that has completed six months of regular employment with the County shall receive a salary step advancement of one (1) salary step July 1 of each year, until the employee has reached the highest salary step in the grade for the employee's current classification.
- C. Salary Rate upon Promotion: Upon promotion to a higher classification, the new salary rate shall be in the range appropriate for the classification to which promoted, at a step which provides for a minimum two salary step raise in base pay. However, no employee shall exceed the highest salary step in the range appropriate for the classification.
- Promotions defined: A promotion shall be considered a move from the patrol division to detective, sergeant, lieutenant, or captain. The jail division to detective, sergeant, lieutenant, or captain. Dispatchers from dispatcher to supervisor. Detective division from detective to detective sergeant. A transfer from one classification (i.e. jail to patrol, dispatch to jail, dispatch to patrol) shall not be considered a promotion.
- D. Salary Rate on Rehire: If an employee terminates or resigns after completing a minimum of twelve (12) months of service and then is rehired within one (1) year of the effective date of his/her termination or resignation, the Sheriff may, at his/her discretion, rehire the employee at the same pay scale step which the employee held on the date of his/her termination or resignation, or alternatively, rehire the employee at one (1) pay scale step below the step which the employee held on the date of his/her termination or resignation.
- E. Salary rate upon transfer: If an employee transfers to a higher classification, their pay shall remain the same as their original classification until such time that the employee passes any POST certification as well as any field training program for their new classification assignment. Upon the successful completion of any POST certification and field training program, the employee will then be paid at the higher classification grade and a two-step increase from their current step. However, no employee shall exceed the highest salary step in the range appropriate for the classification.

If for any reason the employee does not pass any portion of the POST certification or the field training program and returns to a previous classification or a classification of a lesser pay grade, they shall earn the salary as set forth in that classification immediately upon the employee being returned to that classification. They shall be placed at the step they previous held for that classification except that they shall be allowed step advancement for any step they would have received if they had not left that position.

ARTICLE 24 - SALARIES

Transfer defined: Any movement from one classification to another including jail to patrol, dispatch to jail, dispatch to patrol that does not fall into the definition of a Promotion (as defined above) will be considered a Transfer.

- F. New hire employees will be subject to a pay grade that is 5% below Step 1 as identified in Article 23 during field training and if required, Nevada POST certification.
 - a. New hire employees with Nevada POST Certificate, or who can obtain reciprocity with Nevada POST within six months of the date of hire will not be subject to this provision.
 - b. Existing employees who transfer to another division within the Sheriff's Office will not be subject to this provision.
- G. Any employee who elects to self-demote (accept a position in a classification at a lower grade than their current position) at any time for any reason will be paid at the step in that classification earning the steps they would have obtained based on years of service had they not left the position.

ARTICLE 25 - SHIFT DIFFERENTIAL

- A. Shift differential. Shift differential shall be paid at the rate of \$1.20/hour for employees whose shift is classified as a graveyard shift (“c”). Shift differential shall be paid at the rate of \$0.50 for a shift classified as an afternoon shift (“a”).

Graveyard shift shall be defined as shifts starting at 1800-0600 or 1900-0700.

Afternoon shift shall be defined as shifts starting at 1200 (noon) – 0000. Additionally, patrol’s short days when starting at 1400-2200 or 1600-0000.

Any officer, dispatcher, and/or detective that is working dayshift or a day cover shift shall not be entitled to shift differential. The majority of the hours worked must fall into one of the defined schedules as stated to qualify for shift differential. Shift differential will not be paid as a “per hour” work day.

- B. Shift Preference: Shift assignments and scheduling are the responsibilities of the Sheriff. At the discretion of the Sheriff, seniority may be used as a basis in respect to scheduling and assignments. For purposes of this section, seniority commences at the date of last hire with the Sheriff Department.

ARTICLE 26 - SUPERVISOR DIFFERENTIAL

Each employee who is assigned in writing by the Sheriff or his/her designee to perform all of the duties of a supervisor for any full shift shall receive, in addition to his/her pay, supervisor differential of ten percent (10%) per shift so assigned.

ARTICLE 27 - TRAINING OFFICER

- A. Employees who are identified by the Sheriff, or his designee, to perform training officer duties shall receive a five percent (5%) differential in addition to any other compensation provided in this Agreement for the period of time such work is performed.
- B. Dispatchers assigned by the Sheriff or his designee to train new hires or entry level dispatchers shall receive a five percent (5%) differential in addition to any other compensation provided in this Agreement for the period of time such work is performed.
- C. Administration will complete a personnel transaction form on each employee who is an eligible trainer. Prior to an employee receiving any FTO pay this form must be received by Human Resources.

ARTICLE 28 - SAFETY EQUIPMENT

In addition to all items presently provided, the County shall provide all equipment, uniforms, and devices necessary to protect and secure the safety of its employees consistent with the provisions of law and determination of the Labor/Management Committee.

ARTICLE 29 - JOINT TRAINING COMMITTEE

- A. For purposes of improving the quality of performance, a joint Employer-Association Training Committee shall be established; said Committee to be comprised of two (2) members – one (1) selected by and representing the Association, and one (1) selected by and representing White Pine County Sheriff's Office Management.
- B. The responsibilities of this Training Committee shall be to review and recommend to the Sheriff and the County available in-service training courses, seminars, etc., and to determine what educational courses or degrees shall qualify for supplemental pay.
- C. Any rejection of a Committee recommendation by the Sheriff shall be based on substantive justification and, if rejected, may be appealed to the County Commission for final determination.
- D. Any employee in the Department who has completed work on and received an Associate's Degree from an accredited college or university or a Nevada Peace Officers Standards and Training (P.O.S.T) Intermediate Certificate shall receive a sum of \$300.00 per year, in addition to his/her annual salary.
- E. Any employee who has completed work on and received a Bachelor's Degree or higher from an accredited college or university, or a Nevada Peace Officers Standards and Training (P.O.S.T.) Advanced Certificate shall receive a sum of \$1000.00 per year, in addition to his/her annual salary.
- F. Any employee who has completed work on and received a Master's Degree or higher from an accredited college or university, shall receive a sum of \$1500.00 per year, in addition to his/her annual salary.
- G. No individual may receive compensation under more than one of the above subsections D, E, or F at any time.
- H. Payment shall be made each year to the employees who qualify on the paycheck that includes payment for September 15.
- F. Tuition Reimbursement. Each education semester (spring and fall), the County will reimburse the employee towards employee's paid tuition for college level courses, up to \$1200.00 for actual tuition expense. Payment to be issued within fifteen (15) days upon presentment to the County Finance Office of: 1) Receipt for tuition actually paid and 2) proof of grade report reflecting at least a 2.0 GPA for that class in which the employee is seeking reimbursement.
- G. Book Grant. Each education semester (spring and fall), the County will provide up to a \$300.00 book grant for reimbursement of college course books purchased by the employee. Payment to be issued within fifteen (15) days upon presentment to the County Finance Office of: 1) Receipt for books purchased that semester and 2) proof of grade report reflecting at least a 2.0 GPA for that class in which the employee is seeking reimbursement.
- H. Job-related training. The county shall reimburse up to \$250.00 annually for training (course) registration costs. Payment to be issued within thirty (30) days of course upon presentment to the County Finance Office of: 1) proof of payment made for registration and 2) proof of successful completion of the course/training.
- I. Any employee who terminates their employment within 365 days from which any reimbursement for those subsections above regarding Tuition Reimbursement, Book Grants or Job Related Training was received shall have the total amount of such reimbursement deducted from their final pay check.

ARTICLE 30 – COURT APPEARANCES

Compensation for Court Appearances: Whenever it is necessary for an off-duty employee to appear before a court of record, master, commissioner, Justice of the Peace, Grand Jury, or before the Municipal Court, in obedience to a subpoena or verbal command on matters pertaining to or arising from official business, the employee shall be compensated at the rate of time and one-half (1Y2) for time actually spent appearing in court, except that for each appearance such off-duty employee shall receive a minimum of two (2) hours pay.

An employee appearing in court while on duty or claiming compensation under the above paragraph shall remit all fees received to White Pine County. This does not limit or restrict pay due an employee for court appearances from White Pine County as provided in this Agreement.

- A. A leave of absence with pay for court leave shall be granted to a County employee who is required to appear and/or serve as a witness or juror for the federal government, the State of Nevada, or a political subdivision thereof. The employee will be paid his/her regular salary while on leave of absence, but must remit to his/her department head, for deposit in the County general fund, all fees which s/he may receive as a witness or juror. The employee shall retain reimbursements for mileage or per diem. Court leave shall not be charged against the employee's vacation credit.
- B. Employees appearing in court for the above stated reasons on scheduled days off shall retain the compensation as may be authorized for that appearance.
- C. The employee shall be responsible for completing the time report for the time of court leave granted while absent from his/her regularly scheduled duties.
- D. The employee shall return to work following court leave. When an employee is required to appear and/or serve as a witness or juror as provided in this Article during non-work hours on a day s/he is scheduled to work, then the employee's work schedule shall be reduced by the hours spent as a witness or juror, with supervisory approval.

ARTICLE 31 – BILINGUAL PAY

Employees who are bilingual in any language, whose skills are actively utilized by the Department, shall be compensated with an annual stipend each year in which they are qualified in the amount of three hundred dollars (\$300.00). Payment shall be made payable during the pay period that includes June 1. Employees must pass a translation test that is utilized by the court to certify court interpreters in order to qualify for the bilingual pay.

ARTICLE 32 - DISCIPLINARY ACTION

- A. The County shall not discipline an employee without just cause. The right to protest a disciplinary action, pursuant to this Article, shall be limited to non-probationary employees.
- B. Discipline shall be administered or imposed on a basis of progressive punishment. Discipline shall range from informal warning and reprimand through and including termination of employment. The initial form of discipline and punishment shall be appropriate to the seriousness of the initial offense or condition. For purposes of this procedure, a day is defined as a calendar day, unless specifically stated otherwise. All disciplinary action covered by NRS 289 shall be taken in accordance with the provisions contained in NRS 289; and
- C. Nothing shall be used against an employee in a disciplinary action, unless the employee has been notified in writing. Nothing herein shall be construed to limit consideration of or to base discipline on consideration of the employee's total pattern of performance and behavior.
- D. Forms of Discipline
 - I Warning: Whenever employee performance or job-related behavior falls below the acceptable level, the employee's supervisor shall inform the employee of the deficiencies. If appropriate and justified following the discussion, a reasonable period for improvement or correction may be allowed before initiating formal disciplinary action. This warning may be written or verbal;
 - 2. Written Reprimand: In situations where a verbal warning has not resulted in correction of the condition, or where more severe initial action is warranted, a written reprimand shall be signed by the employee and a copy provided to the employee and another placed in the employee's personnel file;
 - 3. Suspension: If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an employee may be suspended without pay by the Sheriff for a period not to exceed forty-five (45) working days;
 - 4. Involuntary Demotion/Reduction in Pay: When other forms of discipline or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, the Sheriff may demote or reduce the pay of an employee; and
 - 5. Termination: As a final disciplinary measure when other forms of discipline or corrective action have proven ineffective or when the seriousness of the offense or condition warrants, the Sheriff may terminate an employee.
- E. Notice of Suspension, Involuntary Demotion, Reduction in Pay, or Termination
 - I All notices of suspension, involuntary demotion, reduction in pay, or termination shall be given to the employee, in writing, specifying the following information:
 - a. A statement of the action proposed to be taken;
 - b. The date of the action to be taken;
 - c. A copy of the charges, including the acts of omissions and grounds upon which the action is based;
 - d. If it is claimed that the employee has violated a rule or regulation of the County, a copy of said rule shall be included with the notice;
 - e. A statement that the employee may review and request copies of materials upon which the proposed action is based; and

- f. A statement that the employee has seven (7) calendar days to respond to the Sheriff in writing.
2. The Sheriff shall not suspend, demote, reduce pay, or terminate an employee without giving three (3) calendar days' notice prior to the action being taken. Upon application and for good cause, the Sheriff may extend, in writing, the period to respond.
3. The employee may be accompanied by an Association representative should the employee choose to meet with the Sheriff to discuss and respond to the proposed disciplinary action.
4. The Sheriff may serve notice upon an employee by mail or personal service. If mailed, notice shall be mailed to the employee at his/her last known address by U.S. mail with delivery confirmation. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned to sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

F. Administrative Leave During Disciplinary Proceeding

- I The Sheriff may immediately suspend, without pay, an employee pending discharge for gross misconduct or conduct which gives rise to a clear and present danger to public health and safety; and
2. The Sheriff may place an employee on Administrative Leave, with pay, pending an investigation prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The employee will be notified, in writing, of the decision to place him/her on Administrative Leave. The notice will include a statement that the leave is not a disciplinary action.

G. Appeals of Disciplinary Action

- I . Arbitration: Within seven (7) days of the date that disciplinary action of suspension, demotion, reduction in pay, or dismissal are implemented by the Sheriff, the employee or the Association, on behalf of the employee, may appeal said disciplinary action to arbitration. The appeal must be in writing and state the basis of the appeal. The employee, or the Association on behalf of the employee, and the County shall mutually select a neutral third party to serve as arbitrator. In the event an agreement cannot be reached to select a neutral arbitrator, the parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the Federal Mediation and Conciliation Service. One (1) arbitrator shall be selected by alternatively striking names from the list with the Association striking first, and the dispute shall be submitted to the arbitrator then remaining. The arbitrator's decision shall be binding on the employee, the Association, and the County. The fees and expenses of the arbitrator shall be shared equally by the Association and the County. Each party, however, shall be responsible for the costs of its own presentation, including preparation and post-hearing briefs, legal fees, witness fees, and related costs, if any; and
2. Mediation: Both parties agree to seriously consider utilizing assistance by an impartial third party to reconcile differences between the Association and the County through interpretation, suggestion, and advice at any step in the appeals of the disciplinary process.

ARTICLE 33 - GRIEVANCE PROCEDURE

The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the conditions of a grievance appeal.

A. GENERAL

1. Definitions:

- a. **Grievance:** A grievance is a dispute by one or more employees or the Association concerning the interpretation or application of an expressed provision of this Agreement. Disciplinary actions are covered exclusively by Article 30, Disciplinary Action, in this Agreement and are excluded from the definition of grievance;
 - b. **Grievant:** A County employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved.

The Association may file a grievance alleging a violation of contract terms in an attempt to avoid negative precedent; and
 - c. **Day:** For purposes of this procedure, a day is defined as a calendar day;
2. All formal grievances shall be filed in writing, shall be dated as of the date filed, and shall specify the Collective Bargaining Agreement provision alleged to have been violated. The grievance shall also specify the facts, including names, dates, and related information, which are alleged to constitute the violation;
 3. A grievant(s) shall have the right to representation of up to two (2) representatives of the Association at each step of the grievance procedure;
 4. No grievance settled by an employee in a classification represented by the Association shall be accepted by the County unless said employee has received concurrence from his/her Captain or alternate, as approved by the Sheriff; and
 5. Any of the time limits contained in this procedure may be waived or steps in the process bypassed upon mutual written agreement of both parties, except that the waiver of the time limits contained in Step 1 of this procedure can only be agreed to on the part of the County by the Captain or his/her alternate, in the chain of command of the grievant.

B. PROCEDURE

Step 1-

The aggrieved employee shall take up the grievance with his/her immediate supervisor or, in the event the matter giving rise to the grievance occurs at a supervisory level above the immediate supervisor, the grievant may file a grievance with the next level of supervision within fourteen (14) days of when the employee knew or should have known of the occurrence giving rise to the grievance. The supervisor shall attempt to adjust the matter at this time. If the grievance is not settled during the informal discussion, the grievant shall submit it in writing to his/her supervisor within seven (7) days of the informal discussion. If the grievance requires the Sheriff's interpretation of this contract, the grievant may advance to Step 3. The supervisor shall render a decision in writing to the grievant within seven (7) days after receipt of the written grievance.

Step 2-

In the event the grievant is not satisfied with the Step 1 written response to the grievance, s/he may refer the grievance in writing to the Captain in his/her chain of command within seven (7) days after receipt of the written response.

The Captain shall render a decision in writing within seven (7) days after receiving the grievance.

Step 3-

If the grievant is not satisfied with the decision rendered at Step 2, within seven (7) days of receipt of such decision, s/he may make a request in writing to have the Sheriff review and render a decision on the grievance. Such decision will be in writing and will be made within seven (7) days. If the grievant elected to skip Step 2 and file the grievance directly with the Sheriff, the Sheriff will render a decision in writing within seven (7) days after receipt of said grievance.

Step 4-

- a. If the grievant is not satisfied with the decision rendered in Step 3, s/he, or the Association on behalf of the grievant, may appeal the decision to arbitration within seven (7) days of receipt of such decision. The appeal must be in writing. The grievant, or the Association on behalf of the grievant and the County shall mutually select a neutral third party to serve as arbitrator. In the event an agreement cannot be reached to select a neutral arbitrator, the parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the Federal Mediation and Conciliation Service. One (1) arbitrator shall be selected by alternatively striking names from the list with the Association striking first, and the dispute shall be submitted to the arbitrator then remaining. The arbitrator's decision shall be binding on the employee, the Association, and the County. The fees and expenses of the arbitrator shall be shared equally by the Association and the County. Each party, however, shall be responsible for the costs of its own presentation, including preparation and post-hearing briefs, legal fees, witness fees, and related costs, if any; and
- b. Mediation: Both parties agree to seriously consider utilizing assistance by an impartial third party to reconcile differences between the Association and the County through interpretation, suggestion, and advice at any step in the appeals of disciplinary process.

ARTICLE 34 - PART-TIME EMPLOYEES

- A. A part-time employee is a person in a position which requires work hours on a regular and recurring basis of at least twenty (20) hours per week.
- C. A part-time employee will be paid pursuant to the job range classification table adopted by the County Commissioners on July 1, 1986. In the event that table is amended during the life of this Agreement, the amended version of the table will become part of this Agreement.
- D. Part-time employees will receive the same compensation as full-time employees when working overtime, holidays, or attending court. These rates are defined by Article 10: Holidays and Holiday Pay, Article 8: Hours of Work and Overtime, and Article 29: Court Appearances.
- E. Medical Examinations: Part-time employees shall submit to an annual physical examination, consistent with Article 18 herein, including paragraph B, which requires the County to pay for such examinations.
- F. Part-time employees shall accrue annual leave and sick leave on a pro-rated basis of a full-time employee.
- G. Eligible part-time employees, employed for more than three (3) months, may have the County pay a fifty (50) percent share of the premium amount paid by the County coverage for full-time employees. A part-time employee, who works less than forty (40) hours but more than thirty (30) hours per week on a regular recurring basis, may have the County pay one hundred percent (100%) of the premium amount paid by the County coverage for full-time employees.

ARTICLE 35 - USE OF COUNTY FACILITIES

The County recognizes the necessity of the Association to hold Association meetings. It is mutually agreed that, upon request to the party under whose control the facilities are placed, the Association shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:

- A. Any such meeting held in or on County property shall be without cost to the Association.
- B. No such meeting shall be allowed to interfere with normal County activities.
- C. This provision is not a guarantee to the Association that County facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Association.

ARTICLE 36 - COPY OF CONTRACT

The County will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided copies of the Agreement at the time of hire. The cost of reproducing this Agreement for distribution purposes shall be equally shared by the parties.

ARTICLE 37 - COUNTY ORDINANCE PROVISIONS

In the event that the Board of Commissioners of White Pine County adopts or amends any ordinances or resolutions of the County during the duration of this Agreement, which ordinance or resolution provisions confer additional or more extensive employee benefits than those provided in this Agreement, the Association may elect to receive such benefits in lieu of the provisions of this Agreement, and this Agreement shall not have the effect of denying, to the members of the Association, benefits provided for County employees who are not members of the Association.

ARTICLE 38 - AMENDING PROCEDURE

If either party desires to modify or change this Agreement, it shall, not later than February 1 of any year, give written notice to the other party of amendment. No amendments or modifications to this Agreement shall be made except by mutual agreement of the parties or through the provisions of Article 38 herein (Savings Clause). Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon or awarded pursuant to the provision of NRS Chapter 288 shall become and be part of this Agreement. Any amendments that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 39 • INVESTIGATIONS

Investigations of alleged employee misconduct shall be conducted in accordance with NRS 289.

ARTICLE 40 - SAVINGS CLAUSE

- A. This Agreement is the entire agreement of the parties, terminating all prior arrangements and concluding all negotiations during the term of this Agreement. The County shall, from time to time, meet with the Association to discuss its views relative to the administration of this Agreement. The Association may request discussion if it wishes.
- B. Should any provision of this Agreement be found to be in contravention of any federal or state law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.
- C. In the event that section B above is effected or NRS Chapter 288 is amended, the County and Association negotiating teams will meet within thirty (30) days of such decision or passage to discuss its ramification(s) on the current negotiated Agreement.

ARTICLE 41 - LABOR MANAGEMENT COMMITTEE

- A. A Committee of the County and Association (not to exceed three [3] representatives of each) shall meet quarterly or more frequently when mutually agreed. The meetings will be held at 4:00 p.m. on mutually agreed dates and shall be for the purpose of:
 - 1. Discussing the administration of this Agreement;
 - 2. Exchanging general information of interest to the parties;
 - 3. Giving the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members; and
 - 4. Exploring the possibilities of departmental structuring changes, and discussing alternatives and changes to the present health and hospitalization plans.
- B. As a courtesy and to facilitate the adjustment of work schedules, the Association representatives will personally notify their immediate supervisor of the dates and times of such meetings immediately upon the parties reaching mutual agreement as to the day of any such meetings.
- C. Association committee members shall not lose pay nor be eligible for any overtime payment for time spent in any meeting authorized by the provisions of this Article.
- D. The Labor Management Committee shall be advisory only.

ARTICLE 42· OTHER BENEFITS

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. However, all other provisions contained in and through existing rules, policies, regulations, and practices which may provide benefits applicable to this bargaining unit will continue to be granted to bargaining unit employees unless specifically modified by the terms of this Agreement.

ARTICLE 43 - DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out and payment for any reimbursable expenses due the employee shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

ARTICLE 44 - CANINE ASSIGNMENT

- A. Canine Handlers that provide for the care and maintenance of the canine will be paid for no more than 31 hours per month, \$310.00 per month, effective July 2009, This pay shall be the exclusive compensation for the off duty care and maintenance of the canine. No further hours for the care and maintenance of the canine will be worked by the canine handler without prior approval by the Sheriff. Such pay shall continue for the duration of the assignment. The Sheriff shall have full discretion to make the assignment or remove someone from such assignment.

- B. Upon retirement of the handler's assigned canine due to age, medical complications or health concerns, or termination of the canine program, the assigned handler shall have first option to purchase the canine from the White Pine County Sheriff's Office for the price of \$1.00 (one dollar U.S. currency). At the time of purchase, the handler assumes full responsibility and liability for the canine, and shall be responsible for all medical, food, and shelter needs for the canine.

ARTICLE 45 · EFFECTIVE DATE AND DURATION

This Agreement shall be in full force and effect from July 1, 2019 and shall continue in force to and including June 30, 2022. If, due to extreme financial hardship, the County cannot fund the requirements of this Agreement for any annual period, the parties will reopen negotiations for the remainder of the Agreement.

This Agreement shall be deemed adopted and binding upon execution by authorized representatives of the Union and the County.

WHITE PINE COUNTY BOARD OF COMMISSIONERS



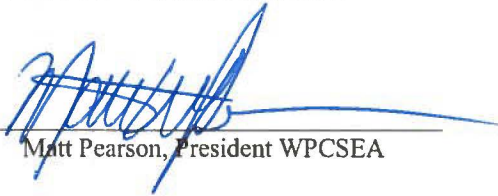
Richard Howe, Chairman

Approved as to Form:

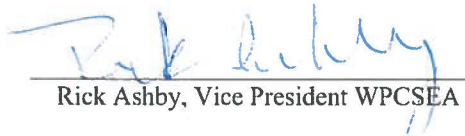


Michael A. Wheable
District Attorney

WHITE PINE COUNTY SHERIFFS EMPLOYEES ASSOCIATION



Matt Pearson, President WPCSEA



Rick Ashby, Vice President WPCSEA



Anastacia Wilkin, Secretary WPCSEA

APPENDIX 23-A - SALARY SCHEDULE

Sheriff's Association FY2020 Pay Scale-Effective July 1, 2019

4.6% between step / grade

CLASS	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher/Admin Asst.	6	18.62	19.48	20.38	21.32	22.30	23.33	24.40	25.52
	7	19.48	20.38	21.32	22.30	23.33	24.40	25.52	26.69
	8	20.38	21.32	22.30	23.33	24.40	25.52	26.69	27.92
Detention Deputy	9	21.32	22.30	23.33	24.40	25.52	26.69	27.92	29.20
Dispatch Supervisor	10	22.30	23.33	24.40	25.52	26.69	27.92	29.20	30.54
Deputy (Patrol, Task Force)	11	23.33	24.40	25.52	26.69	27.92	29.20	30.54	31.94
	12	24.40	25.52	26.69	27.92	29.20	30.54	31.94	33.41
Detective	13	25.52	26.69	27.92	29.20	30.54	31.94	33.41	34.95
	14	26.69	27.92	29.20	30.54	31.94	33.41	34.95	36.56
Sgt. (Patrol, Jail, Detective)	15	27.92	29.20	30.54	31.94	33.41	34.95	36.56	38.24
Lieutenant	16	29.20	30.54	31.94	33.41	34.95	36.56	38.24	40.00
	17	30.54	31.94	33.41	34.95	36.56	38.24	40.00	41.84
	18	31.94	33.41	34.95	36.56	38.24	40.00	41.84	43.76
	19	33.41	34.95	36.56	38.24	40.00	41.84	43.76	45.77
Captain	20	34.95	36.56	38.24	40.00	41.84	43.76	45.77	47.88

Note: All calculations are based on Grade 6, Step 1

Wage scale increase of 1% from 6/30/2019

Sheriff's Association FY2021 Pay Scale-Effective July 1, 2020

4.6% between step / grade

CLASS	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher/Admin Asst.	6	18.81	19.68	20.59	21.54	22.53	23.57	24.65	25.78
	7	19.68	20.59	21.54	22.53	23.57	24.65	25.78	26.97
	8	20.59	21.54	22.53	23.57	24.65	25.78	26.97	28.21
Detention Deputy	9	21.54	22.53	23.57	24.65	25.78	26.97	28.21	29.51
Dispatch Supervisor	10	22.53	23.57	24.65	25.78	26.97	28.21	29.51	30.87
Deputy (Patrol, Task Force)	11	23.57	24.65	25.78	26.97	28.21	29.51	30.87	32.29
	12	24.65	25.78	26.97	28.21	29.51	30.87	32.29	33.78
Detective	13	25.78	26.97	28.21	29.51	30.87	32.29	33.78	35.33
	14	26.97	28.21	29.51	30.87	32.29	33.78	35.33	36.96
Sgt. (Patrol, Jail, Detective)	15	28.21	29.51	30.87	32.29	33.78	35.33	36.96	38.66
Lieutenant	16	29.51	30.87	32.29	33.78	35.33	36.96	38.66	40.44
	17	30.87	32.29	33.78	35.33	36.96	38.66	40.44	42.30
	18	32.29	33.78	35.33	36.96	38.66	40.44	42.30	44.25
	19	33.78	35.33	36.96	38.66	40.44	42.30	44.25	46.29
Captain	20	35.33	36.96	38.66	40.44	42.30	44.25	46.29	48.42

Note: All calculations are based on Grade 6, Step 1

Wage scale increase of 1% from 6/30/2020

Sheriff's Association FY2022 Pay Scale-Effective July 1, 2021

4.6% between step / grade

CLASS	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher/Admin Asst.	6	19.00	19.87	20.78	21.74	22.74	23.79	24.88	26.02
	7	19.87	20.78	21.74	22.74	23.79	24.88	26.02	27.22
	8	20.78	21.74	22.74	23.79	24.88	26.02	27.22	28.47
Detention Deputy	9	21.74	22.74	23.79	24.88	26.02	27.22	28.47	29.78
Dispatch Supervisor	10	22.74	23.79	24.88	26.02	27.22	28.47	29.78	31.15
Deputy (Patrol, Task Force)	11	23.79	24.88	26.02	27.22	28.47	29.78	31.15	32.58
	12	24.88	26.02	27.22	28.47	29.78	31.15	32.58	34.08
Detective	13	26.02	27.22	28.47	29.78	31.15	32.58	34.08	35.65
	14	27.22	28.47	29.78	31.15	32.58	34.08	35.65	37.29
Sgt. (Patrol, Jail, Detective)	15	28.47	29.78	31.15	32.58	34.08	35.65	37.29	39.01
Lieutenant	16	29.78	31.15	32.58	34.08	35.65	37.29	39.01	40.80
	17	31.15	32.58	34.08	35.65	37.29	39.01	40.80	42.68
	18	32.58	34.08	35.65	37.29	39.01	40.80	42.68	44.64
	19	34.08	35.65	37.29	39.01	40.80	42.68	44.64	46.69
Captain	20	35.65	37.29	39.01	40.80	42.68	44.64	46.69	48.84

Note: All calculations are based on Grade 6, Step 1

Wage scale increase of 1% from 6/30/2021

APPENDIX C - PHYSICAL AGILITY PROTOCOL

A physical agility test will be given twice a year. Every Category I officer must successfully take the test at the scheduled time. If you have a legitimate reason not to take the test at the scheduled time, you must notify the Undersheriff or Captain and the test will be rescheduled for you.

If you fail the test the first time, you can reschedule the test within thirty (30) days. If the test is taken and again failed, the Sheriff will notify you in writing of your option to retake the test or take remedial training so the test can be retaken within a thirty-day (30) period. If at this time you again fail, the Sheriff can demand a doctor's release to allow you to continue working with whatever physical restrictions you might have. Bear in mind that a physical restriction will also prevent you from taking any defensive tactic training (D.T.'s). D.T.'s is a P.O.S.T. requirement on a yearly basis and failure to satisfy this will result in the suspension of your P.O.S.T. Certificate.

The provisions of this Appendix will not be implemented without prior consultations with the Union, provided that the Sheriff retains the right to require a physician's release ifs/he believes the employee may not be physically fit for duty.

APPENDIX D - CONSANGUINITY/ AFFINITY CHART

