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NO. 91-098

**Agreement between Douglas County  
and the  
Douglas County Sheriff's Protective Association  
for  
1991-93**

'91 SEP 16 P4:28

BARBARA NEED  
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BY [Signature] DEPUTY

**ARTICLE 1. PARTIES**

This agreement is entered into this 12th day of September, 1991, by and between the County of Douglas (hereinafter referred to as "County"), and the Douglas County Sheriff's Protective Association (hereinafter referred to as "Association" or "DCSPA").

**ARTICLE 2. AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this agreement, the following agents have been designated:

A. County's principal authorized agent shall be:

County Manager  
DOUGLAS COUNTY  
Courthouse  
P.O.Box 218  
Minden, Nevada 89423

B. Association's principal authorized agent shall be:

President  
DOUGLAS COUNTY SHERIFF'S  
PROTECTIVE ASSOCIATION  
P.O.Box 1153  
Minden, Nevada 89423

**ARTICLE 3. RECOGNITION**

The Employer recognizes the Association as the sole collective bargaining agent for all permanent employees of the Employer within job classifications covered by this Agreement who are presently employed and subsequently hired by the Employer at its location in Nevada. See Attachment A for a list of classifications covered by this Agreement.

**ARTICLE 4.**

**ASSOCIATION RIGHTS**

A. **Bulletin Boards.** The County will furnish bulletin board space where currently available. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

1. Scheduled DCSPA meetings, agenda, and minutes.
2. Information on DCSPA elections and the results.
3. Information regarding DCSPA social, recreational, and related news bulletins.
4. Reports of official business of DCSPA, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or relate to political office, ballot issues or proposed ballot issues or the ballot process, nor shall they pertain to public issues which do not include the County or its relations with County employees. All notices to be posted must be dated and signed by an authorized representative of DCSPA. County equipment, materials, supplies, or interdepartmental mail systems shall not be used for the preparation, reproduction, or distribution of notices, except as specifically allowed below, nor shall such notices be prepared by County employees during their regular working time.

B. **Interdepartmental Mail System.** County agrees to allow limited use of the County's interdepartmental mail system to Association. Such use shall not include mass mailings of materials not suitable for posting under Section A.

C. **Use of County Reprographic Machines.** County agrees the Association may use County Xerox machines outfitted for Auditron use providing the following conditions are met:

1. DCSPA must purchase its own Auditron (Key).
2. All DCSPA usage would be through an Auditron device.
3. DCSPA would reimburse County for cost of usage.
4. All copying would be done off County time.
5. No DCSPA use of copying facilities shall interfere with use of such facilities for County business.

D. **Dues Deductions.** The parties agree that for good consideration, the County will provide payroll deduction to the Association on the following terms:

1. **Authorization.** The County shall deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on a monthly basis. Provided, however, no deductions shall be made except in accordance with a

deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any Association restrictions on the employee's right to terminate his/her dues deduction authorization. No stated restriction shall require the employee to remain a member or continue dues deduction beyond the end of the calendar month of the employee's action to terminate such status.

2. Amount of Dues. The Association shall certify to the County in writing the current rate of membership dues. The Association will notify the County of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.
3. Indemnification. The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and all other forms of liability or costs which shall arise out of or by reason of action taken or not taken by the County at the request of the Association under the provisions of this Article or through the proper execution of this Article.

## **ARTICLE 5. COUNTY RIGHTS AND RESPONSIBILITIES**

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions; to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

## **ARTICLE 6. SALARIES**

### **A. Salary.**

1. Salaries for positions in this unit as shown in Attachment A will be effective with the first payroll period Fiscal Year 1991-92. (Three percent [3.00%] increase over June 1991 salaries.)
2. Attachment B indicates the salaries effective from the beginning of the first full payroll period in October 1991. (Three percent [3.00%] increase over salaries resulting from Section 1 above.)

3. Salaries for positions in this unit as shown in Attachment C will be effective with the first payroll period of Fiscal Year 1992-93. (Three percent [3.00%] increase over salaries resulting from Section 2 above.)
  4. During the stated term of this Agreement, the employer will pay from the above increases any increase of the employees' PERS contribution pursuant to NRS 286.421.2.
- B. Education Incentive.
1. Intermediate Level. Employees who possess a Nevada P.O.S.T. Intermediate Certificate shall be compensated with an additional \$686.40/yr above his/her normal base salary. This shall be earned and paid on a prorated basis at \$.33/hour for each regular hour worked up to a maximum of 2080 hours.
  2. Advanced Level. Employees who possess a Nevada P.O.S.T. Advanced Certificate shall be compensated with an additional \$1040/yr above his/her normal base salary. This shall be earned and paid on a prorated basis at \$.50/hour for each regular hour worked up to a maximum of 2080 hours.
- C. Merit Step. Merit steps shall not be withheld because of budgetary deficiencies.
- D. Field Training Officers. The Department may designate qualified individuals as Field Training Officers (FTO.) Upon assignment to train an individual "trainee officer", the FTO shall receive \$.60 per hour per trainee in addition to his/her normal base hourly rate of pay for each hour of actual FTO duties performed pursuant to such assignment. Such amount may be paid separately from the normal payroll program. The Sheriff shall have full discretion to make the assignment or remove someone from such assignment.
- E. Bomb Squad Assignment. For those officers assigned by the Sheriff as regular members of the interagency Bomb Squad, the County shall pay the equivalent of that amount paid to other members of the squad by the Tahoe-Douglas Fire Department, or an additional \$150 per month above base salary, whichever is greater. 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.

## ARTICLE 7. MEDICAL AND DENTAL INSURANCE

- A. Joint Insurance Committee. The County agrees to continue a committee composed of at least one member of this unit, together with other represented and non-represented employees including top management to meet and review the options available to the County for Health Insurance, develop cost containment avenues, and make such recommendations as are appropriate to the Board regarding carrier selection and other matters relating to the County's health insurance program.

B. Employer Contributions.

1. Employee Coverage. The Employer agrees to contribute the full amount for employee health coverage for an eligible employee during Fiscal Years 1991-92, and 1992-93. To be eligible for group insurance through the County's plans, the employee must have successfully completed three (3) months of continuous employment with the County and continue in County service thereafter. The employee may choose either the HMO option or the fee-for-service plan.
  2. Dependent Coverage. An eligible employee may include his/her dependents under the Employer's group health insurance by arranging for the appropriate payroll deduction to provide coverage. Beginning with the first full month's premiums collected for the 1991-92 premium year, the Employer agrees to contribute a maximum of \$35.49 per month toward premiums towards dependent coverage. Beginning with Fiscal Year 1992-93, the Employer's contribution shall be a maximum of \$80.00 per month.
- C. HMO. Employer agrees to offer a qualified HMO medical option so long as one is available to County residents.
- D. Benefit levels. Current levels of benefits shall be maintained for the contract term unless the committee referenced in subsection A above recommends changes in benefit levels and the County Commissioners approve such change, or unless by mutual agreement of the parties.

ARTICLE 8. HOURS

- A. Work Hours. Except in emergencies, the workweek of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch hour. Each employee shall be assigned regular starting and quitting times, which shall not be changed without a reasonable attempt to give twenty-four (24) hours prior notice. Should an employee be required to work during his/her lunch hour, the length of such interruption shall be counted as time worked unless other arrangements are made with his/her supervisor.
- B. Rest Periods. When practical, employees shall be granted a fifteen (15) minute rest period during each half work shift of four hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.
- C. Hours for Patrol Division and Custody Bureau. Each normal work shift shall span eight (8) hours which shall include briefing time, lunch period not to exceed thirty (30) minutes, and up to two fifteen (15) minute rest periods as workload allows.

**ARTICLE 9. OVERTIME**

**A. Definitions:**

1. **Overtime.** That time worked as authorized and directed by management which exceeds eighty (80) hours worked in the pay period. The Department shall designate a work period for FLSA purposes as necessary.
2. **Hours Worked.** Those hours during which the employee is actually at work or on annual leave or compensatory time off, which leave or time off has been prescheduled in advance of the overtime assignment.

**B. Overtime Compensation:**

1. **Over 171 Hours in 28-day Work Period.** Employees who have worked overtime during a pay period shall receive pay at the rate of time and one-half for all hours worked beyond 171 in a 28-day work period.
2. **Fewer than 171 Hours in 28-day Work Period.** Employees who have worked over eighty (80) hours in a biweekly pay period, shall have the option to receive Compensating Time Off (CTO) or pay for those hours over eighty (80) on a time and one-half basis. The choice shall be made prior to the point that time sheets are turned in to administration.
3. **CTO Bank.** The maximum accumulation of CTO by an employee is forty (40) hours.

**C. Rescheduling.** Nothing in this article shall prohibit the Department's ability to schedule or reschedule an employee's work in order to operate within the confines of budgetary constraints. To the extent possible, however, the Department will reschedule additional time off to extend the employee's normal weekend. The Department will also give at least twenty-four (24) hours notice of the schedule change for purposes of this paragraph.

**D. Compliance with FLSA.** Management shall make such changes in this article and any others as well as in practice in order to fully comply with the Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The County shall notify the Association of proposed changes prior to implementation. Upon request, the County shall meet with Association representatives to discuss the proposed changes.

**ARTICLE 10. STANDBY DUTY AND CALL BACK**

**A. Standby.**

1. Standby duty is defined as that circumstance which requires the employee so assigned to:
  - a. Be ready to respond in a reasonable time to calls for her/his service,

- b. Be readily available at all hours by telephone, or other communication devices, and
  - c. Refrain from activities which might impair her/his assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the rate of \$.75 per hour.
  3. An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.
- B. Call Back.
1. Definition. An employee who is called back to work after the work shift or work week has ended, and the employee has left the work location, shall be deemed "called back" for purposes of this section.
  2. Minimum. All employees duly Called Back shall receive credit for a minimum of two (2) hours at time and one-half or for time actually worked, whichever is greater. There will be no overlapping minimums.

#### ARTICLE 11. COURT TIME

Officers required to appear in criminal Court as a result of their employment duties with Douglas County, shall have all hours required to be in court credited as hours worked, with a minimum of two (2) hours at straight time. Court appearances are considered to be prescheduled duty and not subject to the call back provisions of this agreement. While FLSA applies to members of this unit, an employee shall be required to immediately convey to the County Clerk/Treasurer any reimbursement received from the Court for duty-related Court appearances. When and if FLSA no longer applies to this unit, this article shall become null and void and the previous court time policy shall be reinstated.

#### ARTICLE 12. ACTING PAY

- A. Above Class. An employee who is authorized and acts in the capacity of Sergeant or higher for a period of more than five (5) continuous work shifts shall receive a five percent (5%) differential added to his/her hourly wage for all hours served thereafter (beginning with the sixth work shift) until the completion of that assignment.
- B. Investigator Assignment. The parties agree to negotiate a section upon the request of either side to provide for an Investigator Assignment rotation plan. The discussions will be held between representatives of the Association and the Sheriff.

**ARTICLE 13. LEGAL HOLIDAYS**

A. Eligibility. The following days shall be County holidays for those employees in assignments other than as noted in Section B. below:

1. New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Nevada Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving, and Christmas Day shall be paid holidays for County employees.. However, if New Year's, Christmas, July 4th, Veteran's or Nevada Day fall on a Saturday/Sunday, the preceding/ following weekday will be considered a paid holiday.
2. In addition to the above paid holidays, any other day that may be appointed by the President of the United States, the Governor of Nevada or the Board of County Commissioners, shall be a paid holiday for County employees.
3. If a holiday falls during an employee's leave, it shall not be charged as leave.
4. Should an employee who is not subject to section B. below, be required and assigned to work on a legal holiday, the employee shall receive holiday pay plus credit for all hours worked.

Should a detective be required to work on a holiday and he/she is not provided with at least 24 hours notice of such requirement, he/she shall receive holiday pay plus credit for all hours worked at time and one-half or he/she shall be given an in-lieu day off to be taken within 90 days.

5. "Holiday Pay" is the equivalent of the employee's normally scheduled work shift at the straight time rate.

B. Payment in-lieu of holidays. Employees in assignments which are part of 24-hour coverage shall receive holiday pay at the straight time rate for eleven (11) eight-hour holidays per year pro-rated equally over the year's twenty-six (26) pay periods. No other observance shall be recognized by the County. Employees transferring between 24-hour coverage shifts and non-24-hour coverage shifts shall have their holiday allowance computed and conversion approved by the County Manager's Office and the Auditor's office at the time of such transfer. Nothing in this section shall prohibit the employee's right to request and the Department's right to approve time off on a holiday providing the employee uses CTO, annual leave, or takes leave without pay.

Should additional holidays be declared by the President of the United States, Governor of Nevada, or the Board of County Commissioners, the employees covered under this section B. shall be paid for eight (8) hours at the straight-time rate.



**ARTICLE 14. ANNUAL LEAVE**

A. **Accrual.** All unit employees who are employed on a continuous full-time basis shall accrue annual leave credits on the basis of the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn annual leave on a prorated basis based on the number of hours worked in the pay period.

B. **Schedule of Accrual of Annual Leave** beginning with the first payroll period of Fiscal Year 1991.

<u>CONTINUOUS SERVICE</u>	<u>HRS EARNED/HRS PD</u>	<u>MAX/YR</u>
1st through 4th years	.0385	80
5th through 9th years	.0577	120
10th through 17th years	.0615	136
18th year	.0692	144
19th year	.0731	152
20th through 24th years	.0769	160
25th year and after	.0961	200

Only regular hours paid shall effect annual leave accrual.

C. **Accrual during Probation.** Each employee shall accrue annual leave during his/her probationary period but shall not be granted annual leave during said period until s/he has been employed continuously for at least six months.

D. **Payment on Separation.** Employees who have completed at least six months of continuous service and leave the County service shall be paid for accrued leave.

E. **Payment on Death.** If an employee dies who was entitled to accumulated annual leave under the provisions of this Article, the heirs of such deceased employee shall be paid an amount of money equal to the number of hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.

F. **Carry-over of Annual Leave to Following Year.** All annual leave not taken in excess of one hundred sixty (160) hours will be forfeited at the end of the last biweekly pay period of the calendar year. A ninety (90) day extension may be granted by the County Manager solely for reasons of County convenience.

G. **Approval for Use of Annual Leave.** All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor. Requests for annual leave use shall be solicited by the Sheriff's Department during the month of January with the resulting vacation schedule based upon legitimate operating needs. Requests for annual leave shall not be unreasonably denied. Conflicts between annual leave requests submitted in accordance with this section shall be resolved by department seniority in favor of the more senior employee.

Notwithstanding the above, annual leave requests submitted at times other

than during the month of January shall be granted or not granted based on legitimate operating needs and not unreasonably denied. If such request conflicts with that of a request scheduled in accordance with the above paragraph, no seniority privilege to resolve the conflict shall apply and the request scheduled in accordance with the above paragraph shall stand.

## ARTICLE 15. SICK LEAVE

- A. Entitlement. All unit employees who are employed on a continuous full-time basis shall be credited with sick leave according to the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn sick leave credits on a prorated basis, based on hours worked in the pay period. Employees working less than twenty (20) hours per week will not accrue sick leave credits.
- B. Sick leave accrual. Eligible employees shall accrue sick leave at the rate of .0462 hours for each hour worked up to a maximum of 96 hours per year. Only regular hours worked shall effect sick leave accrual.
- C. Special sick leave. A total of no more than ninety (90) days of regular sick leave may be credited to an employee. Sick leave earned in excess of 90 days will be placed in a special sick leave account to be used by an employee under the following conditions:
1. The employee may withdraw sick leave credits from the special account to maintain a regular sick leave balance of not more than 90 days; or the employee is suffering from a long-term or chronic illness. A long-term or chronic illness is defined as a disease or ailment that is of lasting condition for a period of months or years, and cannot easily be corrected within a short period of time. Long-term or chronic illnesses are generally not of a temporary disabling, or incapacitating nature; and
  2. The employee has used all sick leave otherwise available to him/her; and
  3. Withdrawal of sick leave credits from the special account is approved by the Board of County Commissioners of Douglas County.
- D. Authorization for Usage. Employees are entitled to use sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family. The sick leave authorized by this section shall not be in excess of three (3) days without written approval of the applicable appointing authority who upon authorizing the period of sick leave pursuant to this section greater than three (3) days shall so notify the Personnel Office in writing.
1. Family Defined. Immediate family is defined as parents, children, brothers, sisters and grandparents of the employee or the employee's spouse. In the case of any other relative of the employee, the applicable appointing authority may authorize such sick leave and shall so notify the Personnel Office in writing.

2. Evidence of Authorized Usage. The appointing authority shall approve sick leave only after having ascertained that the absence was for an authorized reason, and the employee may be required to provide substantiating evidence.

E. Injury on Duty. Any unit employee who suffers an injury while working during the course of his/her employment for the County shall be entitled to injury leave until said employee is able to return to work or is terminated in any manner and subject to any limitations imposed by this Article or State Law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial members. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the employer shall be deemed not to have arisen out of or in the course of employment unless the employee received remuneration for participating in such event. For purposes of this Chapter, coronary thrombosis, coronary occlusion, or any other ailment or disorder of the heart, and any death or disability ensuing therefrom, shall not be deemed to be an injury by accident sustained arising out of and in the course of the employment except Sheriff and Fire who are covered by state statute.

When an employee is eligible at the same time for benefits under Chapter 616 or 617 of the Nevada Revised Statutes and for sick leave or injury leave benefit, the amount of sick leave or injury leave benefit paid to said employee shall not exceed the differences between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under Chapter 616 or 617 of the Nevada Revised Statutes for that pay period. Any usage of such leave shall be deducted from the employee's sick leave balance.

F. Sick Leave Payoff. Employees shall be compensated at the rate of thirty-five percent (35%) of the normal hourly rate for all hours of accrued sick leave upon termination from the employment of the County. No employee shall be entitled to receive the compensation provided for by this section for accrued sick leave until s/he shall have served a minimum of ten years in County employment.

G. During the first sixty (60) calendar days of an employee's absence because of industrial injury, he shall continue to accumulate sick leave and vacation at the same rate and in the same amount as if he had been working.

H. Light Duty Assignments.

1. For any unit employee whose physical condition prevents him/her from performing his/her normal work duties as deputy sheriff, the County agrees to make a reasonable effort to place him/her in an assignment in which he/she can perform work consistent with his/her condition. Whenever possible, the County agrees to place employees into light duty assignments within the Sheriff's Department.

2. Employees who have been on authorized injury leave due to work-related injury under S.I.I.S. law, may upon release from his/her doctor and upon presentation of said release to the Sheriff return to work in a light duty assignment if one is available. Any assignments

to light duty shall be in conformance with limitations imposed by the employee's doctor and no employee shall be assigned light duty tasks that would predictably prolong the rehabilitative process or otherwise increase the risk of further injury.

3. The intent of this provision is to permit employees to return to work as soon as is medically possible within the requirements of S.I.I.S. laws. Further, the parties understand that light duty refers to duty other than the full range of normal Deputy Sheriff duties.
4. Nothing in this section shall require the County or the Sheriff's Department to create a light duty assignment.

#### **ARTICLE 16. LEAVE OF ABSENCE WITHOUT PAY**

- A. **Eligibility.** Leave without pay may be granted only to an employee who desires to return therefrom to County service and does not have annual leave or compensatory time off available.
- B. **Short-term LWOP.** Leave without pay of less than thirty days may be granted by the appointing authority.
- C. **Procedure for Short-term LWOP.** Leave without pay of thirty (30) days or less may be granted for the good of the public service by the appointing authority. When such leave is granted, the appointing authority will formally notify the Personnel Office of such action.
- D. **Long-term LWOP.** For a period of thirty (30) days or more, leave without pay may be granted by the Sheriff. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave.

#### **ARTICLE 17. PROBATIONARY PERIOD**

- A. **Initial Probation.** Upon initial appointment, all unit employees shall serve the equivalent of twelve months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.
- B. **Promotional Probation.** Upon promotion to a classification with a higher salary schedule, a unit employee shall serve the equivalent of twenty-six (26) biweekly payroll periods of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal. An employee who has not successfully completed an initial probationary period in the lower classification shall not have a right to return to his/her previous classification.

## ARTICLE 18. GRIEVANCE PROCEDURE

### A. Definitions

1. **Grievance.** A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of County Rights (Art. 5) shall not be grievable.
2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management or the Association as a group grievance and shall thereafter be represented by a single grievant. The Association may be a grievant in cases limited to alleged violations of sections which provide specific benefits to the Association under Articles 4., 9., and 26.
3. **Day.** Day shall mean a calendar day.

### B. Process

1. **Informal Resolution.** Within ten (10) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have seven (7) days to give an answer to the employee.

#### 2. Formal Levels

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within seven (7) days of such receipt of such answer file a formal written grievance with his/her supervisor on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The supervisor (or designee) shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from his/her supervisor, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the division commander. Within fourteen (14) days of receipt of the written appeal, the division commander or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 3: If the grievant is not satisfied with the written answer from the division commander the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the County Sheriff. Within twenty-one (21) days of receipt of the written appeal, the

County Sheriff or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant within seven (7) days, which answer shall be final and binding unless, within fourteen (14) days, the Association notifies the County Manager of its intention to appeal the matter to the External Hearing Officer (EHO).

### C. General Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if the employee had received a negative answer on the final day of the period available for the manager's response.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by certified mail or personal service.
6. The Association shall receive a copy of all grievances filed at the Sheriff's level of this grievance procedure, where such grievance is not being processed by the Association.

## ARTICLE 19. EFFECTS OF LAYOFF

- A. If, due to lack of funds, lack of work, for enhanced efficiency, or curtailment of operations, it is necessary to reduce the County work force, the appointing authority will determine the classes and number of positions to be reduced. All non-permanent employees of the department shall be laid off before any permanent employees.
- B. Seniority for the purpose of layoff is defined as length of continuous employment within the class and higher classes within the Sheriff's Department. Seniority points shall be determined by the allocation of one point for each month or major fraction thereof of full-time continuous service in the layoff class and higher classes within the Department. Such service credit shall be prorated for regular part-time employees based on the full time equivalent of total actual paid regular hours. Seniority shall be retained, but shall not accrue, during any period of leave without pay.
- C. In addition to service credit, each affected employee will have additional points added to or subtracted from his/her retention points dependent upon his/her most recent annual performance rating according to the following scale:

Annual Rating Points

Performance Points

OLD FORM

NEW FORM

Below 280	Below 54	-12
280 - 299	55-95	- 6
300 - 349	96-115	00
350 - 364	116-123	+ 6
365 and up	124 and up	+12

- D. Employees will be laid off in reverse order of Retention Points which are comprised of Seniority Points and Performance Points added together.
- E. All career employees due to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.
- F. In lieu of being laid off, an employee may elect to demote to any class of a lower maximum salary within the same class series as long as the employee demoting has greater retention points than an incumbent in the lower salaried class with the least retention points when measured as if the demoting employee were in the lower class. An employee being bumped shall be treated as if laid off.
- G. The names of permanent and probationary employees laid off shall be placed on the reemployment list within the department which laid off the employee for the class of position involved in reverse order of layoff. Employees shall be recalled in the order in which their names are listed on the Reemployment list.
- H. Employees who are reemployed within one calendar year 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.

**ARTICLE 20. EXTERNAL HEARING OFFICER**

- A. Designation. The parties will attempt to agree upon a professional neutral to serve as an External Hearing Officer (EHO). In the event agreement cannot be reached to select an EHO, the parties agree to solicit a list of five (5) professional neutrals from the FMCS or the AAA and alternately strike names from such list until one name remains. That remaining person so selected shall serve as EHO. The party to strike first shall be determined by lot.
- B. Costs. The fees and expenses of the External Hearing Officer and of a court reporter, if used, shall be shared equally by the employee organization and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. Provided, however, if either party rejects the EHO's decision as evidenced by overturning it or seeking relief in Court to have it vacated or modified, that party shall assume full responsibility for all jointly incurred costs of the EHO process.
- C. Effect of Decision. Decisions of an External Hearing Officer on matters properly before him/her shall be advisory to the County Board of

Commissioners. Within sixty (60) days of receipt of the EHO's recommendation, the Board shall make the final decision which in its discretion it deems proper after review of the hearing officer's report or conducting further investigation as it sees fit.

- D. Authority of EHO. No External Hearing Officer shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the definition of a grievance as set forth in Section A.1. of Article 18, Grievance Procedure, and has been processed in accordance with all provisions thereof and herein.

No External Hearing Officer shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment. The External Hearing Officer's authority shall be limited only to the application and interpretation of the provisions of this negotiated agreement.

- E. Matters Subject to EHO Procedure. Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be grievable nor submitted to an External Hearing Officer and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.
- F. Rules of Evidence. Strict rules of evidence shall not apply. However, rules of evidence and procedures for conduct of hearings shall be guided by the standards in the American Arbitration Association voluntary arbitration rules.

## ARTICLE 21. SAFETY

- A. Safety Committee. The parties agree to set up a Safety Committee to review complaints regarding unsafe working conditions and equipment. The committee shall consist of two members of the bargaining unit and two members of Departmental management. Meetings shall be held as required, but regular meetings shall not be scheduled more often than once a month.
- B. Safety Complaints. Complaints regarding unsafe working conditions and equipment may be submitted in writing to the Committee by any unit member. The complaint shall state the problem, propose a reasonable solution, and be signed by the complainant.
- C. Committee Action. The committee shall review and discuss the written complaint at a regular meeting. The complainant may be asked to appear and offer further explanation. After reviewing the complaint, the Committee shall make a written recommendation to the Sheriff.
- D. Sheriff's Review. The Sheriff shall review all committee recommendations and make a decision to approve, modify or reject such recommendation within thirty (30) days.
- E. Appeal to Commission. Should the Safety Committee's recommendation



not be approved, the Committee may request that the Chief Building Officer meet with the Committee in an attempt to resolve the difference or present the recommendation to the County Commissioners. The action taken by the Board of County Commissioners after reviewing the matter shall be final and binding. Safety complaints shall not be subject to the grievance procedure.

## ARTICLE 22. EMPLOYEE DISCIPLINARY PROCEDURES

- A. **Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Code, be based upon any of the following grounds: failure to fully perform required duties, disability, insubordination, abuse of employer policies or rules, unexcused absences, misuse or abuse of Employer property or equipment, substandard job performance, commission of a felony or other crime involving moral turpitude, and commission of other acts which are incompatible with service to the public.
- B. **Types of Discipline.** Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:
1. **Written Reprimands.** A reprimand, the details of which are committed to writing and placed in the employee's personnel file.
  2. **Short Suspensions.** Suspensions without pay for periods up to and including three (3) working days.
  3. **Severe Disciplinary Action.** Suspensions without pay of four (4) days or longer, demotion, or discharge.
- C. **Appeal from a Written Reprimand.** An employee receiving a written reprimand may, within three (3) administration working days, appeal such action to the Undersheriff (or his designee) in writing or by personal interview. Within three (3) working days thereafter, the Undersheriff (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- D. **Notice.** Except for written reprimands, a management representative shall be designated by the Sheriff to advise the employee in writing of the proposed disciplinary action. The written statement shall contain:
1. A description of the events which necessitated the proposed suspension;
  2. A statement of the charges;
  3. A statement of the proposed disciplinary action.
  4. Notification that the employee may review or make copies of available materials leading to the suspension; and
  5. The right of the employee to meet with the designated management

representative or to submit in writing his/her response to the proposed action at a given time and place.

6. A statement of the employee's right to representation.
- E. **Employee's Response.** An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, or discharge. The limited nature of this response does not obviate Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline. The employee may be accompanied and represented by a person of his choice during this procedure.
- F. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
- G. **Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the procedure outlined in Sections D., E., and F. above within seven (7) days of the alleged incident or receipt of Notice outlined in Section C. above, whichever is later. If not satisfied with the decision in F. above, the appellant may within three (3) working days appeal to the Sheriff for final decision. The Sheriff shall hear the appeal and issue a final and binding decision promptly in the normal course of business.

Nothing shall prevent the Department from instituting the proposed discipline prior to the date of the meeting contemplated in D.5. above, but if the discipline be overturned or reduced, the employee shall be made whole for any time actually suspended beyond that which is approved by the management representative or the Sheriff.

- H. **Appeal from a Severe Disciplinary Action.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum salary range, or discharge shall have the opportunity to appeal as described below.
  1. Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action. This statement shall clearly inform the employee that he/she through the Association has the right, within five (5) working days after receipt of this notice, to request in writing an appeal hearing

after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The request must be filed by the Association with the director of the Personnel Department. The Hearing Officer shall be chosen in the same manner as the EHO is chosen for grievances under Article 20.

2. If, within the five-day appeal period the Association does not file said appeal, the action of management representative shall be considered conclusive.
  3. If, within the five-day appeal period, the Association files such notice of appeal by giving to the director of the Personnel Department written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten (10) working days, nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) working days prior to the hearing.
  4. All hearings shall be private; provided, however, that the appellant may request a hearing be open to the public.
  5. The hearing shall be conducted in a manner most conducive to determinations of the truth and NRS 233B.123 shall be used by the Hearing Officer as a guide in ruling on evidentiary matters.
  6. Each party shall have these rights: to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
  7. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
  8. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending or discharging the employee; such determination shall be final.
  9. Mutually incurred costs for the Hearing Officer procedure shall be divided equally between the County and the Association.
- I. **Reduction in Pay.** An employee faced with a disciplinary suspension may, upon mutual agreement between the employee and the Department, agree to continue working during the period of suspension. The Employer, Association and the employee shall agree to reduce the employee's base pay

until the wage reduction reflects the loss of pay the employee would have realized by serving the suspension, whichever is sooner.

## **ARTICLE 23. UNIFORMS AND SAFETY EQUIPMENT**

### **A. Uniforms.**

1. Uniformed deputies. For fiscal year 1991-1992, County agrees to provide an annual allowance of \$450 per employee required to wear a uniform on a regular basis. For fiscal year 1992-1993, the annual allowance shall be increased to \$500.
2. Employees required to maintain a uniform but not to wear it on a regular basis shall receive \$300.00 per year.
3. Annual uniform allowances shall be paid one-half in July and one-half in January.

### **B. Safety Equipment. Upon initial employment, the County shall provide each new employee with \$300.00 to purchase required safety equipment.**

### **C. Initial Allowance. Notwithstanding paragraph A. above, County shall provide the first year's uniform allowance in advance to each new hire, in addition to his/her allowance for safety equipment.**

### **D. Return of Equipment and Uniforms. An employee who fails to pass initial probation shall turn in all issued equipment or uniforms including those purchased by the County through the provisions of this article. Original purchase uniforms/equipment lost or damaged shall be reimbursed to the Department by the departing employee.**

No used equipment or uniforms shall be reissued to unit members unless properly cleaned or reconditioned as necessary. The Association President and the Undersheriff shall jointly administer the provisions of this paragraph.

### **E. Uniform Requirement Changes. If the Department changes the uniform requirements which 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.**

## **ARTICLE 24. REPLACEMENT OF PERSONAL PROPERTY**

- A. The County agrees to reimburse unit employees for personal property items that are stolen, damaged, lost in a duty-related incident, or destroyed during duty hours or while stored at or in a County facility or vehicle, providing that the employee made a reasonable effort to safeguard the item and/or whose gross negligence as determined by the Department did not cause the loss. Such reimbursement shall be limited to those items of personal property that are reasonably required in order for the employee to perform his/her duties and may be limited by a list promulgated by the Sheriff.

- B. The County and the Association agree that reasonable replacement cost limits may be placed upon certain items. Following is a list of items and replacement cost limits. Reasonable replacement cost limits for items not listed but approved for reimbursement pursuant to A. above shall be determined by the Sheriff and shall be determined on a case-by-case basis.

<u>ITEMS</u>	<u>MAXIMUM AMOUNT</u>
1. Prescription Eyeglasses	\$200.00
2. Contact Lenses	\$200.00
3. Watches	\$ 50.00

## **ARTICLE 25. PEACEFUL PERFORMANCE**

The parties to this Agreement recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Douglas. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing in connection with a labor dispute (hereinafter collectively referred to as work-stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any such work-stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any disputes which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work-stoppage is in violation of this Agreement and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

## **ARTICLE 26. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

- A. Full Understanding. It is intended that this Agreement set forth the complete understanding of the parties regarding the matters included herein. Written policies directly affecting unit employees' terms and conditions of employment as listed below in existence which are within the scope of bargaining in NRS 288.150.2 at the time of the effective date of this agreement shall remain in effect unless formally changed by the Department/County after notice and discussion with the Association. Listing these items shall not make them subject to the Grievance Procedure, Article 18.

1. Travel Reimbursement
2. Classification Plan
3. Compensation Plan
4. Leaves with and without Pay
5. Sheriff's Manual:

- A. Secondary Employment
- B. Rules of Conduct
- C. Reclassifications
- D. Uniform Requirements

- B. Alteration of Economic Benefits. During the term of this agreement specific economic benefits which are listed as a subject of mandatory bargaining in NRS 288.150.2 shall not be changed, except by mutual agreement.
- C. Modification Requirements. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Board of Commissioners.
- D. Waiver. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

#### **ARTICLE 27. SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 28. TERM OF AGREEMENT

The County and the Association agree that the term of this Agreement shall commence at September 12, 1991 and expire at midnight on June 30, 1993. Unless otherwise noted herein, any changes caused by the approval of this agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding its formal adoption by the Board.

FOR THE COUNTY:

[Signature]  
Gene Bell, Chief Negotiator

[Signature]  
Member, Negotiating Team

[Signature]  
Member, Negotiating Team

\_\_\_\_\_  
Member, Negotiating Team

[Signature]  
Chairman,  
Board of Commissioners  
Douglas County

Dated 9/12/91

FOR THE ASSOCIATION:

[Signature]  
Walter Tarantino, Chief Negotiator

[Signature]  
Member, Negotiating Team

[Signature]  
Member, Negotiating Team

[Signature]  
Member, Negotiating Team

[Signature]  
Member, Negotiating Team

[Signature]  
Member, Negotiating Team

[Signature]  
President,  
Douglas County Sheriffs' Protective  
Association

Dated 9/12/91

250394

BOOK 991 PAGE 2453

ATTACHMENT A

DCSPA LISTING OF PAY RANGES  
EFFECTIVE DATE: JULY 6, 1991

CLASS CODE	CLASS TITLE	MINIMUM	MAXIMUM
6430	SHERIFF'S INVESTIGATOR	\$12.71	\$15.49
6431	INVESTIGATOR-GRANT TRINET	\$12.34	\$15.04
6440	DEPUTY SHERIFF	\$12.11	\$14.75
6441	CIVIL DEPUTY	\$12.11	\$14.75
6442	DEPUTY SHERIFF-GRANT-DARE	\$12.11	\$14.75
6443	DEPUTY-SPECIAL ASSIGNMENT	\$12.11	\$14.75
6444	DEPUTY SHERIFF-TRAFFIC	\$12.11	\$14.75
6445	DEPUTY SHERIFF +5%	\$12.71	\$15.49

COPY



## ATTACHMENT B

DCSPA LISTING OF PAY RANGES  
EFFECTIVE DATE: SEPTEMBER 28, 1991

CLASS CODE	CLASS TITLE	MINIMUM	MAXIMUM
6430	SHERIFF'S INVESTIGATOR	\$13.09	\$15.96
6431	INVESTIGATOR-GRANT TRINET	\$12.71	\$15.49
6440	DEPUTY SHERIFF	\$12.48	\$15.19
6441	CIVIL DEPUTY	\$12.48	\$15.19
6442	DEPUTY SHERIFF-GRANT-DARE	\$12.48	\$15.19
6443	DEPUTY-SPECIAL ASSIGNMENT	\$12.48	\$15.19
6444	DEPUTY SHERIFF-TRAFFIC	\$12.48	\$15.19
6445	DEPUTY SHERIFF +5%	\$13.09	\$15.96

ATTACHMENT C

DCSPA LISTING OF PAY RANGES  
EFFECTIVE DATE: JULY 4, 1992

CLASS CODE	CLASS TITLE	MINIMUM	MAXIMUM
6430	SHERIFF'S INVESTIGATOR	\$13.42	\$16.35
6431	INVESTIGATOR-GRANT TRINET	\$13.03	\$15.88
6440	DEPUTY SHERIFF	\$12.79	\$15.57
6441	CIVIL DEPUTY	\$12.79	\$15.57
6442	DEPUTY SHERIFF-GRANT-DARE	\$12.79	\$15.57
6443	DEPUTY-SPECIAL ASSIGNMENT	\$12.79	\$15.57
6444	DEPUTY SHERIFF-TRAFFIC	\$12.79	\$15.57
6445	DEPUTY SHERIFF +5%	\$13.42	\$16.35

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: September 17, 1991  
 Clerk of the 9th Judicial District Court  
 of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

**SEAL**

REQUESTED BY  
**DOUGLAS COUNTY**  
 IN OFFICIAL RECORDS OF  
 DOUGLAS COUNTY, NEVADA

91 SEP 17 A8:32

SUZANNE DEBROREAU  
 RECORDER

**260394**

\$ 0 PAID KD DEPUTY

BOOK **991** PAGE **2456**