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**Agreement
between
Douglas County
and the
Douglas County Sheriff's Protective Association
For the Years
2001-2004**

BARBARA REED
[Signature]
DEPUTY

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**Agreement
between
Douglas County
and the
Douglas County Sheriff's Protective Association
For the Years
2001-2004**

ARTICLE 1. PARTIES

This agreement is entered into this 1st day of July, 2001, 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 Administrative Offices
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 County recognizes the Association as the sole collective bargaining agent for all regularly

budgeted employees of the County 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 the Association. Such use shall not include mass mailings of materials not suitable for posting under Section A.

C. Use of County Copy Machines.

County agrees the Association may use County copy machines providing the following conditions are met:

1. DCSPA would reimburse County for cost of usage.
2. All copying would be done off County time.
3. 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 sixty (60) 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. Should the County desire to make a substantial change on an item within the mandatory scope of bargaining causing a major impact on unit employees, it shall first offer to meet and consult with the Association in an effort to reach a mutually agreeable course of action.

ARTICLE 6. SALARIES

A. Salary.

SALARIES. The parties agree that over the next five years they will move towards a Pay for Performance plan. This transition will be achieved over the next two years with full implementation in Year 3 and full use in Years 4 and 5. The purpose of the Pay for Performance plan is to recognize and reward employees who demonstrate motivation, performance above the standard scope of work, and efficiency, skill, and initiative in their work, while also appropriately ranking employees who perform at or below the established level of performance for a particular position.

1. YEAR 1: Each employee's pay shall increase 2 1/2% beginning the first full pay period of July, 2001 and a 1% beginning the first full pay period in January 2002 within the pay range, and for any portion of that amount above the top of an employee's pay range the employee shall receive a lump sum payment. Investigators I & II shall be upgraded one pay grade each.

2. Within the first nine months of this agreement, the County, working with employee representatives, shall review and modify the employee performance evaluation system to be used in the implementation of the pay for performance plan.

YEAR 2: Each employee's pay shall increase 1.6% beginning the first full pay period of July 2002 and 1.6% beginning the first full pay period of January 2003) within the pay range, and for any portion of that amount above the top of an employee's pay range the employee

shall receive a lump sum payment.

YEAR 3: The pure Pay for Performance portion of the contract shall be in effect. The Deputy Sheriff class shall be upgraded one pay grade.

YEARS 4 and 5: The salary portion of this contract shall not be re-opened for negotiations in order to provide adequate time for the Pay for Performance portion of the contract to be fully implemented and used for a sufficient period of time to evaluate the effectiveness of the Pay for Performance program.

A market compensation survey shall be completed each year with any resulting changes in pay ranges to be implemented to be effective in the last full pay period in June.

PAY FOR PERFORMANCE.

YEAR 1: Based on the annual performance evaluation, employees are eligible for a merit increase under the present merit system in the form of a raise in pay of 0% to 5%, not to exceed the top of the pay range of the employee.

YEAR 2: Based on the annual performance evaluation, employees are eligible for a merit increase in the form of a raise in pay of 0% to 5%, not to exceed the top of the pay range of the employee. The Pay for Performance system will be in-place but not implemented.

YEARS 3 to 5: Based on the annual performance evaluation, employees are eligible for a Pay for Performance increase in the form of a raise in pay of 0% to 7%, not to exceed the top of the pay range of the employee. Employees who receive a performance rating of exceeds (5%), superior (6%), or outstanding (7%) and who are at the top of their pay range or would exceed the top of their pay range with the implementation of the Pay for Performance increase, shall be eligible for a lump sum payment of up to 1.5% of their base pay. The lump sum payment shall not exceed the amount the Pay for Performance increase would have provided if the employee were not at the top of the range. The maximum lump sum bonus is limited to 0.5% for a performance evaluation of exceeds, 1% for superior, and 1.5% for outstanding.

B. Education Incentive.

An amount shall be paid on a prorated basis as compared to full-time employment for each six-month period semi-annually, in the first pay period of December and June to recognize the

following listed educational achievements.

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.
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.

C. Merit and Pay for Performance.

Merit and Pay for Performance Increases.

1. Bargaining unit employees shall be eligible for merit increases *in Year One and Two and Pay for Performance increases in Years Three through Five* on the employee's anniversary date *in accordance with the provisions of Article 6(A)*.

2. *An evaluation of the Pay for Performance system will be conducted within one year from the date of implementation. The results of the evaluation will be shared with the Association. The evaluation will, at a minimum, examine the total number of Pay for Performance increases given within the bargaining unit, the number of Pay for Performance increases falling within each category, the number of employees eligible to receive a full Pay for Performance increase, and the distribution of the level of merits by assignment.*

3. *An employee who has received a Pay for Performance evaluation that has a decrease of two or more levels from the previous Pay for Performance evaluation and contends that the evaluation does not contain adequate written information to support the decrease or that the employee did not receive notice during the evaluation period that the employee was not performing at an expected level may request a review of the evaluation. The employee must submit a request for review to the Human Resources Manager within fourteen (14) days of receiving the evaluation. The employee must provide written information supporting the employee's position with the request for review. The Sheriff, the Human Resources Manager and County Manager will review the evaluation, the information provided by the employee, and any additional information provided by the evaluating supervisor. The employee's information must show that the evaluation rating was baseless or without supporting evidence. A non-binding recommendation will be made to the evaluating supervisor which may include recommending no change, an increase, or a decrease in the Pay for Performance level.*

4. Merit steps shall not be withheld because of budgetary increases.

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 the following amounts 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: \$1.30 beginning on July 01, 2001; \$1.40 beginning July 1, 2002 and; \$1.50 beginning on July 1, 2003. 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.

F. Night Shift Differential

For actually working any assigned shift at least half of which includes the hours between 2300-0700 hours, a unit employee will receive the following amounts per shift: **\$5.00 beginning July 01, 2001**. To qualify, the employee must work at least half (1/2) of the qualifying shift. The Sheriff shall have full discretion to make or not make such assignment or remove someone from such assignment.

G. Canine Assignment.

For those officers assigned by the Sheriff as canine handlers, the County shall pay an additional \$150 per month above base salary. This pay shall be the exclusive compensation for off-duty care, maintenance and training of the canine. 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. CAFETERIA PLAN.

- 1. Effective July 1, 2001, the County will implement a cafeteria benefit package. A cafeteria plan recognizes that staff have diverse needs, and allows employees to choose benefits based on their individual needs.***

2. *The County will provide eligible employees with core medical, dental, vision and life insurance individual coverage, and a specific dollar amount, which will vary dependent upon whether the employee has individual coverage or family coverage.*
3. *Employees may use remaining funds or salary deductions toward benefits on the cafeteria menu.*
4. *The core medical package may be optional for employees that can provide acceptable proof of similar coverage through another source. Approval for waiver of core medical package shall be at the County's sole discretion. If an employee waives the core package, the employee shall receive a fixed dollar amount per month in lieu of coverage, which they may use for items on the cafeteria menu after purchase of mandatory dental/vision/life insurance coverage.*

B. County FUND CONTRIBUTION TOWARD HEALTH BENEFIT PACKAGE.
The core medical package must be purchased unless waived pursuant to A(4) above. If waived, the employee shall receive the monthly contribution set forth in C below.

	<i>07/01/01 YEAR ONE</i>	<i>01/01/03 YEAR TWO</i>	<i>01/01/04 YEAR THREE</i>
<i>Employee Only</i>	<i>\$315</i>	<i>\$360</i>	<i>\$415</i>
<i>Employee with dep. Coverage</i>	<i>\$485</i>	<i>\$530</i>	<i>\$585</i>

C. MONTHLY CONTRIBUTION PROVIDED IN LIEU OF CORE MEDICAL PACKAGE.
Core dental, vision and life insurance must be purchased with monthly contribution.

<i>YEAR ONE \$140</i>	<i>YEAR TWO \$180</i>	<i>YEAR THREE \$190</i>
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D. EMPLOYEE ONLY PREMIUM INCREASE
If the increase in employee only coverage in Years Two or Three is 15-25 %, the increased amount for employee only coverage will be paid by the County. If the increase in employee only coverage in Years Two or Three is more than 25%, the parties may reopen Article 7D to discuss the increase above 25% for employee only coverage. The parties agree that although they may discuss dependent coverage if there is a reopening, dependent coverage will not be subject to any increased County premium contribution.

ARTICLE 8. HOURS

A. Work Hours.

Except in emergencies, the work week 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. In the event the Sheriff determines that a 9 hour, 10 hour, or other workday is more beneficial to the Sheriff's office, those hours will become a normal workday.

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.

ARTICLE 9. OVERTIME

A. Definitions:

1

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.

3. Scheduled Overtime.

Those actual hours worked beyond the employees normal work week schedule which do not qualify as "call back".

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. Effective the first full pay period following implementation of this agreement, the maximum accumulation of CTO by an employee is eighty (80) hours. The County may pay off an employee's bank in its discretion.

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 performance of assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the rate of \$1.20 per hour beginning on July 1, 2000.
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. *Callback means compensation earned for returning to duty after an employee has completed a regular shift, if off duty for any period of time, and is requested to return to duty with less than twelve (12) hours notice.*
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. No minimum will apply to any other overtime worked.

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 credit. 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 *either designated by a Sergeant or higher officer to serve as watch commander for an entire shift or who actually serves as watch commander for an entire shift shall receive pay, in addition to the normal base, at the same rate as FTO hourly rate for that service.*

B. Special Assignments

An employee who is temporarily assigned to a narcotics task force or other special assignment deemed necessary by the Sheriff, shall receive above class compensation up to five percent (5%) for the duration of that assignment. Special assignments does not include assignments otherwise provided for in this agreement.

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, *Presidents Day*, Memorial Day, Independence Day, Labor Day, Nevada 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, or Veteran's 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, DARE officer, or civil deputy/bailiff be required to work on a holiday and the employee is not provided with at least 24 hours notice of such requirement, the employee shall receive holiday pay plus credit for all hours worked at time and one-half or the employee 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. Basis of 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.

The following schedule of accrual of annual leave shall apply to unit members based on full-time employment:

CONTINUOUS SERVICE	HRS EARNED/HRS PAID	MAX/YR
1st through 4th years	.0385	80
5th through 9th years	.0577	120
10th through 14th years	.0692	144
15th year and after	.0769	160

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 of up to an additional eighty (80) hours 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 *A) granting leave on a first-come, first-serve basis and B) if two employees submit leave requests on the same day and those requests conflict, then the more senior employee will be granted the leave.*

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. Maximum Accrual Cap Provisions

A total of no more than seven hundred twenty (720) hours of regular sick leave may be credited to an employee. Employees whose sick leave bank balance is at the 720 hour maximum accrual cap as of January 1 of each calendar year shall continue to accrue hours at the normal rate for utilization only during that year. Any unused balance of the annual 80 hours accrued as of December 31 shall be deleted from the employee's account.

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, per the FMLA policy, or death in the immediate family. Sick leave used for bereavement shall not exceed twenty-four hours per incident, except as approved in advance by the Sheriff. Such use for bereavement is limited to relatives listed in the section below.

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. Certificate of Illness.

Physician certificates may be required by the employer when there is: absence in excess of three (3) consecutive days or whenever there is reason to believe that sick leave is being abused

or the absence is questionable. In the event of family/personal medical leave, the employee will complete the appropriate authorization form supplied by the Human Resources department in accordance with County policy. If an employee becomes ill or injured during a vacation leave of 3 or more consecutive work shifts, the time will be recorded as sick leave only if substantiated by a physician's written certification.

F. Reporting Requirements.

Employees are expected to report any absence and the reason therefore to his/her supervisor within two hours after the employee's normal work shift commences. Failure to do so may cause the absence to be deemed unexcused and unpaid. If the employee's supervisor is unavailable, the employee should notify his/her respective department regarding the absence.

G. Family Medical Leave Act.

Family and medical leave for employees shall be governed by the provisions of the federal family leave act and County policy. Nothing in this section is intended to extend to County employees rights or benefits not extended in that law. General conditions are as follows:

1. Employees who have one year (52 weeks) of service and have worked at least 1250 hours in the past year, are eligible to take up to 12 weeks leave during a 12 month period as defined in County policy for family or medical leave per the FMLA . Family members are those persons who are so defined in the FMLA. Each time an employee takes FMLA leave, the County will compute the amount of such leave the employee has taken under the FMLA policy and deduct it from the 12 work-weeks of available leave.
2. The employee must provide reasonable advance notice if the need for the leave is foreseeable. The Department Head shall not deny leave to any eligible employee who requests family or medical leave pursuant to the provisions of the FMLA. The employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA.
3. The employee shall exhaust accrued sick leave and comp leave when on a FMLA leave.
4. The County shall maintain coverage under any medical health plan for the duration of the leave at the level and under conditions that would have been provided had the employee been working. An employee on leave without pay will be expected to make prompt monthly payments to the County for dependent coverage and elected benefits per County policy, **and the failure of the employee to make the payment shall result in cancellation of the coverage.** While on paid leave, the County will continue to make payroll deductions to collect the employee's regular share of any premiums. While on

unpaid leave, the employee must continue to make this payment, either in person or by mail. The County shall only maintain such group medical plan coverage per County policy.

H. 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 *regular compensation* from the County for participating in such event. For purposes of this Article, 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 applicable sections 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 required sections of the Nevada Revised Statutes for that pay period. Any usage of such leave shall be deducted from the employee's sick leave balance.

I. Sick Leave Payoff.

Employees with ten years of service shall be compensated at the rate of thirty-five percent (35%) of the normal hourly rate for up to 720 hours of accrued sick leave upon termination from the employment of the County. An additional 1% in compensation shall be paid upon termination of employment for each year of service over ten years to a maximum of 50%. 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.

At the employee's option, instead of being compensated for sick leave, the County, with the approval of PERS, will convert compensable sick leave to PERS retirement credits.

J. Accumulation of Leave.

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

K. Light/Modified 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 the employee 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 applicable workers' compensation law, *shall* upon written 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 applicable workers' compensation 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.

L. Catastrophic Leave Policy.

Employees will be eligible for catastrophic leave per County policy.

ARTICLE 16. LEAVE OF ABSENCE WITHOUT PAY (LWOP)

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 for a period not to exceed twenty-six (26) consecutive pay periods.

E. Family Medical Leave.

A family and/or medical leave of absence provides up to a total of 12 work-weeks of leave during a 12 month period as defined in County policy due to the birth of a child and the care of such child, the adoption/foster placement of a child, the need to care for a family member with a serious health condition, or the employee's own serious health condition which makes the employee unable to do his or her job. If the employee has exhausted all accrued sick leave and comp time, he/she will be placed on a leave of absence without pay in accordance with the provisions in Article 15, Section G and County policy.

F. Elected Benefits.

Arrangements regarding employee's payment of dependent medical/dental insurance premiums and/or other voluntary deductions, if continuity is desired, must be made with the Human Resources department prior to starting unpaid leave of absence.

ARTICLE 17.

PROBATIONARY PERIOD

A. Initial Probation.

Upon initial appointment, all unit employees shall serve the equivalent of twenty-six (26) biweekly pay periods 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 grievant is not satisfied with the resolution proposed at the informal level, the grievant 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. Identification of Positions.

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 Determination.

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. Retention Points.

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
NEW FORM	
Below 54	-12
55-95	- 6
96-115	00
116-123	+ 6
124 and up	+12

D. Layoff Order.

Employees will be laid off in reverse order of Retention Points which are comprised of Seniority Points and Performance Points added together.

E. Notice.

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. Bumping.

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. Posting.

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. Reemployment.

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 External Hearing Officer (EHO) shall be selected from a six person list established by the parties. Each party shall name three individuals to the list. To be eligible for inclusion on the list, the EHO applicant must be a licensed attorney and have labor law and arbitration experience.

The individuals selected by the parties to the EHO List are as follows:

Charles Askin (DCSPA)

Lansford Leavitt (County)

Geraldine Randall (DCSPA)

David Robinson (County)
Franklin Silver (County)
Barry Winograd (DCSPA)

If the parties cannot agree on the selection of an EHO from the list, the following procedure must be utilized:

- 1. For the first matter that requires an EHO during the life of the agreement, DCSPA will first strike a name off the list, followed by a strike by the County. The parties will then continue to strike names in the same order until only one name remains. That person shall serve as EHO.*
- 2. On the second matter that requires an EHO during the life of the agreement, the County will strike first, followed by DCSPA until only one name remains.*
- 3. Once a person has been selected and served as an EHO following this procedure, their name will be removed from the list until only two names remain. At that time, all six names will be reinstated on the list for the alternating strike procedure.*
- 4. If the individual selected as the EHO cannot hear the matter within a reasonable time, the parties will repeat the striking procedure.*

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.

Except as provided in Article 22, Section H. 8., 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. *No External Hearing Officer shall have the power to alter, amend or modify any County or Department policy, procedure or regulation.*

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 *Department* 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 Safety 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 shall be for just cause and may, in addition to the causes set forth in the Personnel ordinances and policies, rules or regulations, be based upon any of the following grounds: failure to fully perform required duties, disability, insubordination, failure to comply with or 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.**

Includes any disciplinary suspension(s) without pay which, when accumulated with previous disciplinary suspension(s) within a twelve (12) month period, if any, does not exceed thirty-two (32) hours.

3. **Severe Disciplinary Action.**

Includes disciplinary suspension(s) without pay of more than thirty-two (32) hours within a twelve (12) month period, demotion, or discharge.

C. Appeal from a Written Reprimand.

An employee receiving a written reprimand may, within seven (7) calendar days, appeal such action to the Chief Deputy (or designee) in writing or by personal interview. Within seven (7) calendar days thereafter, the Chief Deputy (or 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) calendar 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 seven (7) calendar 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 the employee, through the Association, has the right, within seven (7) calendar days after receipt of this notice, to request in writing an appeal hearing before the Sheriff or his designee. The request must be filed by the Association with the Human Resources manager.

2. If, within the appeal period the Association does not file said appeal, the action of management representative shall be considered conclusive.
3. If, within the appeal period, the Association files such notice of appeal by giving to the Human Resources manager written notice of appeal, then a time for an appeal hearing before the *Sheriff or his designee*. ***The hearing shall be held within ten (10) calendar days and a decision shall be made within seven (7) calendar days after the hearing.***
4. If, within seven (7) calendar days, the Association files a notice of appeal from the decision of the Sheriff or his designee by giving to the Human Resources manager written notice of appeal, a Hearing Officer shall be established which shall not be less than fourteen (14) calendar days, nor more than sixty (60) calendar 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 seven (7) calendar days prior to the hearing.
5. All hearings shall be private; provided, however, that the appellant may request a hearing be open to the public.
6. 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.
7. 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, the

respondent may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that the witness will testify truthfully.

8. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
9. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending or discharging the employee; such determination shall be final.
10. 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 a fixed percentage amount for a period not to exceed twenty-six (26) consecutive pay periods or 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. The County agrees to provide an annual uniform allowance of *\$700 per employee beginning on July 1, 2001, \$800 beginning on July 1, 2002, and \$900 beginning on July 1, 2003.*
2. Annual uniform allowances shall be paid one-half in December and one-half in June.

B. Safety Equipment.

Upon initial employment, the County shall provide each new employee with *\$300 beginning on July 1, 2001, \$400 beginning on July 1, 2002, and \$500 beginning on July 1, 2003 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 equipment or uniforms issued or purchased through the provisions of this article. Original purchase uniforms/equipment lost or damaged shall be reimbursed to the Department by the departing employee. *The County may require probationary employees to sign an agreement that allows the County to deduct the costs of unreturned equipment or uniforms from a separating employee's check or provide for other relief. The County is solely responsible for any such program that it chooses to create and implement.*

No used equipment or uniforms shall be reissued to unit members unless properly cleaned or reconditioned as necessary. The Deputy Chief shall 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. Lost, Stolen, or Destroyed.

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. Replacement Cost Limits.

The County and the Association agree that reasonable replacement cost limits may be placed upon certain items. The employee shall, to the extent practicable, provide receipts or other document justifying the loss and verifying the purchase. 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.

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

ARTICLE 25. DRUG TESTING

The County's drug and alcohol testing policy shall be in effect. *The parties will meet and confer if substantial changes regarding discipline are proposed by the County. However, if state or federal law requires the County to make those changes, they will be implemented as required and within applicable time frames, with notification to DCSPA. Nothing in this article shall preclude an employee or the Association from appealing disciplinary action pursuant to Article 22.*

ARTICLE 26. 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 27. 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.

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.

E. Compliance with ADA.

The parties recognize that the Employer may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a past practice or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the employer. This section shall not be grievable nor

arbitrable.

ARTICLE 28. SAVINGS PROVISION

- A. 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 canceled or amended. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.
- B. In the event that Section A above is effected or Chapter 288 of the Nevada Revised Statutes is amended, the County and Association negotiating teams will meet on request of either party to discuss its ramification(s) on the current negotiated agreement.
- C. Fiscal provisions of this agreement shall be in effect from July 1, 2001 to June 30, 2004. *The parties agree that the salary provisions of Article 6 (A) of this contract are a final and binding agreement on salary for the period of July 1, 2004 to June 30, 2006, and that salary is not subject to reopening or further negotiation for that period of time in a contract that succeeds this contract.* Nonfiscal provisions of this agreement shall be automatically renewed from year to year unless either party shall notify the other in writing not later than February 1 that it wishes to reopen provisions for negotiation. In the event such notice is given, those provisions not reopened shall automatically renew from year to year. *The Association shall give notice of its desire to negotiate by February 1.*

Additionally, either party may, at any time, request negotiation of any non-fiscal provision of this agreement. If the parties mutually consent to negotiate and if the issue is resolved, the agreement may be amended. A party proposing a matter for renegotiation shall give fifteen days written notice to the other party describing in detail the provision to be discussed, except on waiver of notice by the other party. The serving of the fifteen day written notice is not to be construed as forcing either party to agree to negotiate any provision.

This Agreement shall remain in full force and effect during the negotiation. 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:

FOR THE ASSOCIATION:

Daniel C. Haller
Chief Negotiator

W. C. Martin
Chief Negotiator

Ronald Curtis
Chairman,
Douglas County
Board of Commissioners

David M. Tubach
President,
Douglas County Sheriffs' Protective
Association

Dated May 3, 2001

Dated May 3, 2001

DRAFT

COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 JUL -9 PM 3: 02

LINDA SLATER
RECORDER

0517903

s PAID *BC* DEPUTY

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: July 9 2001

B. Reed Clerk of the Judicial District Court
of the State of Nevada in and for the County of Douglas.

By *Charles W. Mullock* Deputy

SEAL

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