



KAREN ELLISON, RECORDER

Assessor's Parcel Number:  N/A

Date:  JUNE 2, 2017

Recording Requested By:

Name:  DOUG RITCHIE, DA'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A

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DOUGLAS COUNTY SHERIFF'S PROTECTIVE ASSOCIATION -  
SERGEANT'S BARGAINING UNIT  
AGREEMENT #2017.076  
(Title of Document)

FILED

NO 2017.076

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**Agreement**  
**Between**  
**Douglas County, Nevada**  
**And the**  
**Douglas County Sheriff's Protective Association –**  
**Sergeant's Bargaining Unit**  
**For the period**  
**July 1, 2017 – June 30, 2022**

**Agreement  
Between  
Douglas County, Nevada  
And the  
Douglas County Sheriff's Protective Association  
Sergeant's Bargaining Unit  
For the period  
2017 – 2022**

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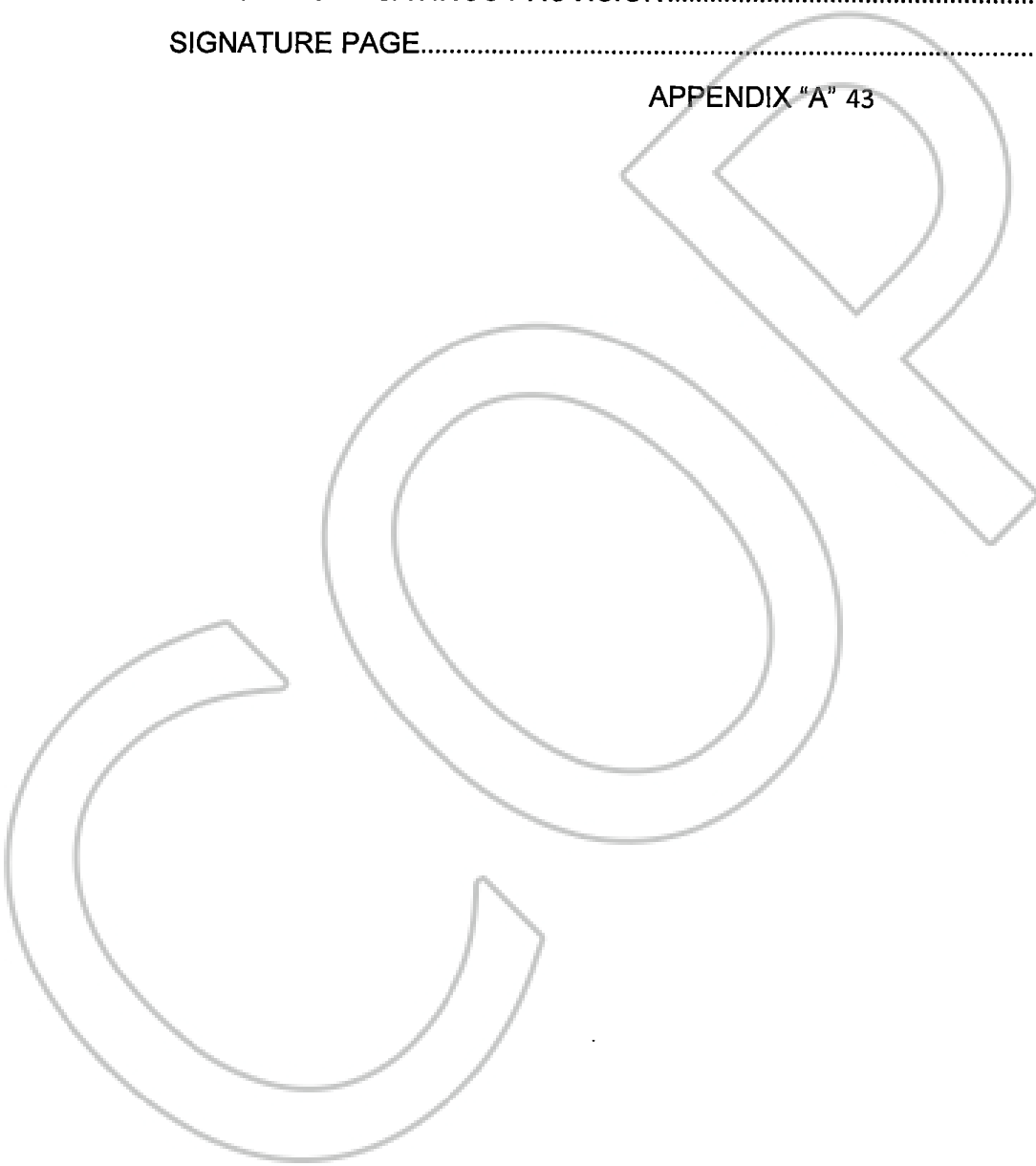
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**Agreement  
Between  
Douglas County, Nevada  
and the  
Douglas County Sheriff's Protective Association  
Sergeant's Bargaining Unit  
For the period  
2017 – 2022**

**ARTICLE 1                      PARTIES**

This agreement is entered into this 1<sup>st</sup> day of June, 2017, by and between the County of Douglas ("County" or "Management"), and the Douglas County Sheriff's Protective Association - Sergeant's Bargaining Unit ("SBU" or "Association").

**ARTICLE 2                      TERM OF AGREEMENT**

A.     The term of this Agreement will commence effective July 1, 2017, and end on June 30, 2022.

B.     This Agreement will remain in full force and effect during any subsequent labor negotiations between SBU and the County.

C.     Notwithstanding any other provision of this Agreement and Article 2, after June 30, 2022, no increase in salaries, wages, or other monetary benefits will occur or be paid by the County to any employee represented by the Association until a successor labor agreement is executed by SBU and the County. However, the County may elect to pay any increase in the employer's portion of the matching contribution rate required by the Public Employee's Retirement System of Nevada pursuant to NRS 286.450.

**ARTICLE 3                      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  
P.O. Box 218  
Minden, Nevada 89423

**B. SBU Principal Authorized Agent Shall Be:**

Sergeant's Bargaining Unit  
c/o DCSPA  
P.O. Box 1153  
Minden, Nevada 89423

**ARTICLE 4 RECOGNITION**

**A. Collective Bargaining Agent.**

The County recognizes the SBU 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 County at its location in Nevada. The use of the term "employee" in this agreement refers to the Sergeants in the Douglas County Sheriff's Office.

**B. Negotiating Team.**

The size of the respective bargaining teams for contract negotiations shall be no more than four (4) members. The four (4) members shall not include the chief negotiator for either party or any professionals hired by either the County or the SBU. In addition, either party may, with prior notice to the other party, bring an additional member with special skills or information to the negotiation session.

**ARTICLE 5 SBU 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 SBU meeting, agenda, and minutes.
2. Information on SBU elections and the results.
3. Information regarding SBU social, recreational, and related news bulletins.
4. Reports of official business of SBU, 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 SBU. 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 and the County e-mail system to the SBU. Such use shall not include mass mailings of materials not suitable for posting under Section A. All use of the County e-mail system is subject to the County's internet and e-mail policy, including the provision that there is no reasonable expectation of privacy for messages placed on the system, and that all messages are subject to applicable provisions under the Nevada Public Records Law.

**C. Use of County Copy Machines.**

County agrees the SBU may use County copy machines providing the following conditions are met.

1. SBU will reimburse County for cost of usage.
2. All copying would be done off County time.
3. No SBU use of copying facilities shall interfere with use of such facilities for County business.

**D. Dues Deductions.**

The parties agree that the County will provide payroll deduction to the SBU on the following terms:

**1. Authorization.**

The County shall deduct dues from the salaries of SBU members and remit the total deductions to the designated SBU officer(s) on a monthly basis. 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 SBU restriction 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 SBU shall certify to the County in writing the current rate of membership dues. The SBU 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 SBU shall indemnify and hold the County harmless against any and all claims, demands, suites 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 SBU under the provisions of this Article or through the proper execution of this Article.

**4. County Reimbursement.**

The County will create an "Hours Code" in the County's eSuite HR Portal or time sheet for Association Representatives to account for any Paid Release Time utilized by an Association Representative to perform duties for, or providing services to, the Association ("Association Business").

a. An accurate time entry must be used by each employee in the eSuite HR Portal or time sheet for any time used for Association Business. The Association agrees to reimburse the County for any compensation paid by the County to an Association Representative to conduct Association Business.

b. At the Association's request, the County agrees to promptly provide a summary of all Association Business reported on time sheets to the Association. The Association promises and agrees to pay the required reimbursement amount to the County within 30 days of receiving any summary of Paid Release Time from the County and requesting payment.

c. Instead of making a reimbursement to the County, the Association may request that the County deduct the amount due to the County from a credit of \$3,386.55 granted to the Association by the County each fiscal year.

d. The annual \$3,386.55 credit is the value of the Association agreeing to allow the County to deduct six (6) hours of annual leave from each employee covered by this Agreement on the first day of July each year.

**ARTICLE 6**

**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 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:

1. To manage and direct its business and personnel;

2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the work force and determine the number of employees needed;
6. To hire, transfer, promote, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;
8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions;
13. To establish initial salaries of new classifications;
14. To determine the methods, processes, means and places of providing services; and
15. 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 SBU in an effort to reach a mutually agreeable course of action.

## **ARTICLE 7            SALARIES**

### **A. Salary.**

The County has established pay ranges for all county employees. A summary of the current pay ranges is attached as Appendix "A" to this Agreement.

### **B. Cost of Living Adjustment.**

1. In an effort to maintain salary ranges and employee wages relative to the cost of living, a cost of living adjustment will be made to each employee's pay rate and salary range the first pay period of each fiscal year ("COLA").

2. The COLA will be equal to the annual change in CPI (Consumer Price Index) according to the Bureau of Labor Statistics, US City Average for all items, base period of 1982-1984 (CUUR0000SA0), from December to December of each calendar year. This cost of living adjustment will be no less than 0% and no more than 2%, regardless of whether the actual change in the CPI is lower or higher than these caps.

3. For FY 2017-18 only, the COLA implemented in July 2017 will be no less than two percent (2.0%).
4. For FY 2019-20 only, the COLA implemented in July 2019 will be no less than two percent (2.0%).
5. For FY 2021-22 only, the COLA implemented in July 2021 will be no less than two percent (2.0%).

**C. Merit and Pay for Performance.**

1. 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.
2. All employees covered by this agreement will receive annual performance evaluations.
3. The range for merit increases will be on a 0-3% scale and any merit increase will be applied to the employee's base pay on the first day of the pay period in which the anniversary of the date the employee was hired or received a promotion, whichever is later, occurs.
4. Employees who are at the top of their pay range, or that would exceed the top of their pay range after receiving the pay for performance increase, will be eligible for a lump sum payment equal to the remainder of the merit increase they would have received if they were not at the top of their pay range. The combined lump sum payment and salary increase must not exceed the amount of the pay for performance increase would have been if the employee was not at the top of the salary range. Any portion of a salary adjustment above the top of an employee's pay range will be paid to the individual in a lump sum payment.
5. 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 Department within fourteen (14) days of receiving the evaluation and must

provide written information supporting the employee's position with the request for review. The Sheriff, the Human Resources Director 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 nonbinding 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.

6. Any merit increase will not change a job classification's salary as detailed in Appendix "A" except as modified by the annual COLA adjustment. Merit increases may not exceed the top of the employee's current salary range.

## **ARTICLE 8. INCENTIVE PAY**

### **A. Police Officer Standard Training Incentive.**

1. Sergeants will receive Police Officer Standard Training ("P.O.S.T.") incentive pay to recognize the following training achievements, whichever is higher:

a. *Advanced Level.* Employees who possess a Nevada P.O.S.T. Advanced Certificate shall be paid \$1,500 per year; or

b. *Supervisor Level.* Employees who possess a Nevada P.O.S.T. Supervisor Certificate shall be paid \$1,750 per year; or

c. *Management Level.* Employees who possess a Nevada P.O.S.T. Management Certificate shall be paid \$2,000 per year.

2. The applicable P.O.S.T. incentive pay will be paid semi-annually in the first full pay period of December and June for each preceding six month period on a prorated basis for each month of full-time employment.

### **B. Field Training Officer Incentive Pay.**

1. The Sheriff may designate qualified individuals as a Field Training Officer ("FTO").

2. Upon assignment to train or supervise the training of an individual "trainee officer," the FTO will receive an incentive increase of five percent (5%) of the employee's base wage in addition to the FTO's normal base hourly rate of pay for each hour of actual FTO duties performed pursuant to such assignment.

3. The FTO incentive pay applies to all FTOs regardless of the Division they are assigned to.

4. The Sheriff shall have the sole and full discretion to make the FTO assignment and to remove someone from such assignment.

**C. Hazardous Duty Assignment Incentive Pay.**

1. Bomb Squad. For those employees 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

2. Motorcycle Duty. For those employees assigned to motorcycles, they shall receive an additional \$150 per month above base salary for those months in which they perform at least 60% of their hours worked per month while on the motorcycles.

3. Management's Discretion. The Sheriff shall have the sole and full discretion to make assignments to the Bomb Squad or motorcycle duty and remove an employee from any such assignment.

**D. Night Shift Differential Incentive Pay.**

For actually working any assigned shift at least half of which includes the hours designated by the Sheriff as Graveyard Shift, an employee will receive an incentive wage increase of five percent (5%) of the employee's base wage in addition to the employee's base hourly wage as incentive shift differential pay. To qualify, the employee must work at least one-half ( $\frac{1}{2}$ ) of the qualifying Graveyard Shift. The Sheriff shall have full discretion to make or not make such assignment or remove someone from such assignment.

**E. Swing Shift Differential Incentive Pay.**

1. Beginning the first full pay period in FY 2018-19, for actually working any assigned shift at least half of which includes the hours designated by the Sheriff as Swing Shift, an employee will receive an incentive wage increase of one and one-half percent (1.5%) of the employee's base wage in addition to the employee's base hourly wage as incentive shift differential pay. To qualify, the employee must work at least one-half ( $\frac{1}{2}$ ) of the qualifying Swing Shift. The Sheriff shall have full discretion to make or not make such assignment or remove someone from such assignment.

2. Beginning the first full pay period in FY 2020-21, the Swing Shift incentive pay will increase to three percent (3%) of the employee's base hourly wage.

**F. Canine Assignment Incentive Pay.**

Canine handlers that provide for the care and maintenance of the canine will be paid no more than \$420 per month for providing this service. No further compensation for the care and maintenance of the canine by a canine handler will be granted without the prior written approval of the division commander. 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.

**G. Extra Duty Incentive Pay.**

Sergeants will earn \$1,000 annually for Extra Duty Incentive Pay. This extra duty payment will be made in two equal payments the first full pay period in June and December. The Sheriff shall have full discretion to make the extra duty assignment or remove someone from such assignment.

**H. Acting Above Class Pay.**

A Sergeant who is designated by the Sheriff or Undersheriff to serve as an acting Captain for ten (10) days or more shall be compensated at ten percent (10%) above the employee's normal base wage for that period.

**I. Education Incentive Pay.**

1. Effective the first full pay period of the fiscal year 2018/2019, employees will be eligible to receive education incentive pay to recognize the following listed educational achievements, whichever is higher, from an accredited college or university:
  - a. Associate's Degree: A qualifying employee will be eligible to receive two percent (2%) of the employee's base wage.
  - b. Bachelor's or Higher Degree: A qualifying employee will be eligible to receive four percent (4%) of the employee's base wage.
2. An employee must submit a letter of request with a college transcript to the Human Resources Department before being eligible to receive Education Incentive Pay.
3. Any employee who has received tuition reimbursement or aid under Douglas County's policy after July 1, 2017, is ineligible to receive Education Incentive Pay.
4. The applicable Education Incentive Payment will be paid to qualifying employees semi-annually in the first full pay period of December and June on a prorated basis for each month of full-time employment by the employee.



**ARTICLE 9 MEDICAL AND DENTAL INSURANCE**

**A. Health Insurance.**

1. The County will provide access to health insurance and will allow employees to choose benefits based on their individual needs.
2. The County will provide eligible employees with core medical, dental, vision and individual life insurance coverage, and provide premium contributions that will vary depending on the plan and coverage levels selected by each employee.
3. Medical insurance may be optional for employees that can provide acceptable proof of similar insurance coverage through another source. Approval for the waiver of medical insurance will be at the County's sole discretion.

**B. County Contribution Toward Health Benefit Package.**

A traditional medical plan and, if available, a High Deductible Plan will be offered to employees. One of these must be purchased unless waived pursuant to A(3) above.

1. Traditional Medical Plan contribution

<b>Employee Only:</b> Point of Service	100% of plan premium
<b>Employee Plus One or More Dependents:</b> Point of Service	\$826.31/month
<b>Employee Plus Family:</b> Point of Service	\$858.74/month

2. High Deductible Plan (if available)

<b>Employee Only:</b> Contribution	\$410/month + \$1,500 per Year Annual Account
<b>Employee Plus Spouse:</b>	\$550/month + \$2,500 per Year Annual Account Contribution
<b>Employee Plus Child(ren):</b>	\$550/month + \$2,500 per Year Annual Account Contribution
<b>Employee Plus Family:</b>	\$550/month + \$2,500 per Year Annual Account Contribution

- a. *Annual Account Contribution Distribution.* Fifty percent (50%) of the annual account contribution will be deposited in individual accounts two times each calendar year (the first full pay period in January and July).
- b. If a plan participant experiences a qualifying event which results in a status change between January and July, the account contribution for July will be \$750 or fifty percent (50%) of the employee-only annual account contribution. The employee will receive the next scheduled account contribution payment based on the new status and contribution rate at that time.

**Beginning January 1, 2018, the County will contribute the following towards health insurance premiums each month:**

1. Medical

- a. Employee Only: 100% of Traditional Plan or \$535 to High Deductible Plan
- b. Employee Plus Spouse: \$826.31 to Traditional Plan or \$758.33 to High Deductible Plan
- c. Employee Plus 1 Child: \$826.31 to Traditional Plan or \$758.33 to High Deductible Plan
- d. Employee Plus 2 or more Children: \$826.31 to Traditional Plan or \$758.33 to High Deductible Plan
- e. Employee Plus Family: \$858.74 to Traditional Plan or \$758.33 to High Deductible Plan

Any County contribution that exceeds the premium on the High Deductible Plan offered by the County will be contributed to the employee's Health Savings Account on the same schedule that health insurance premiums are deducted from paychecks. There will be no additional contributions from the County to the Health Savings Account.

2. The above contributions include Dental, Vision, and Life as outlined below:

- a. Dental
  - i. 100% of employee-only coverage.
  - ii. 0% of dependent coverage.
- b. Vision
  - i. 100% of employee-only coverage.
  - ii. 0% of dependent coverage.
- c. Basic Life Insurance and Accidental Death and Dismemberment Coverage
  - i. 100% of employee-only coverage.
  - ii. 0% of dependent coverage.

**C. Monthly Contribution in Lieu of Medical Package**

Any employee who obtains a waiver of core dental, vision and life insurance pursuant to A(4) above will receive a monthly contribution of \$350 from the County that must be used to purchase core dental, vision and life insurance by the employee.

**D. County Benefits Committee**

Two representatives from DCSPA will serve as members of the County Benefits Committee ("Benefits Committee") until such time as the Benefits Committee develops bylaws regarding policies and membership.

**E. Article Nine Reopener**

If the cumulative increase in the aggregate health insurance premiums has increased by more than 10%, or if the County changes the health insurance plans offered to employees during the term of this Agreement, then either Party may request to reopen Article 9 for negotiation.

**ARTICLE 10 HOURS**

**A. Work Hours.**

Except in emergencies, the work week of full-time employees shall normally consist of five (5) days of eight (8) hours each, exclusive of a lunch hour. Each employee will be assigned regular starting and quitting times, which shall not be changed without a reasonable attempt to give twenty-four (24) hour 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 nine (9) hour, ten (10) hour or other workday is more beneficial to the Sheriff's department, 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 (4) 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. 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 11 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.*

Overtime is that time actually worked, as authorized and directed by management, that exceeds eighty (80) hours during the pay period. For the purpose of this Article 11, Annual Leave, Compensatory Time Off, or Sick Leave taken by an employee shall be considered as time actually worked.

#### 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. 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 into Sheriff's administration. There shall be no restriction to the number of hours an employee can accumulate in the employee's CTO bank during a pay period.

2. *CTO Bank.* The maximum accumulation of CTO by an employee is 180 hours. The County may pay off an employee's bank in its discretion.

3. Effective the first full pay period of fiscal year 2019/2020, the maximum accumulation of CTO by an employee will be 200 hours. The County may pay off an employee's CTO bank in its sole discretion.

### C. Rescheduling.

Nothing in this article shall prohibit Management'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. Management 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 any proposed changes prior to their implementation. Upon

request, the County agrees to meet with Association representatives to discuss the proposed changes.

## ARTICLE 12 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 will be compensated at the stated rate effective the first full pay period of the following fiscal years:

<u>FISCAL YEAR</u>	<u>AMOUNT PER HOUR</u>
2017-18	\$3.00
2018-19	\$3.50
2019-20	\$3.50
2020-21	\$4.00
2021-22	\$4.50

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.* Except as it may conflict with NAC 284.214, "Callback Pay" is defined as compensation earned for returning to duty after an employee has completed his/her regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any employee who is: (1) called into work while on standby status, (2) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (3) called back to work if the employee's work begins one (1) hour or less before or after his/her scheduled work shift.
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 overtime calculation of time worked.

**ARTICLE 13 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 are 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 deliver 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 Association, this article shall become null and void and the previous court time policy shall be reinstated.

**ARTICLE 14 LEGAL HOLIDAYS**

Employees covered by this Agreement shall receive two (2) lump sum allowances of sixty-six (66) hours of straight time wages on the first full pay periods in December and June in lieu of working holidays as scheduled.

**ARTICLE 15 ANNUAL LEAVE**

**A. Basis of Accrual.**

All SBU 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 thirty (30) hours per week shall earn annual leave on a prorated basis based on the number of hours worked in the pay period. Only regular hours paid shall affect leave accrual.

**B. Schedule of Accrual.**

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

<b>CONTINUOUS SERVICE</b>	<b>HOURS EARNED/ HOURS PAID</b>	<b>MAXIMUM HOURS/YEAR</b>
Hiring date through 4 <sup>th</sup> years	.0539	120
5 <sup>th</sup> through 9 <sup>th</sup> years	.0750	156
10 <sup>th</sup> through 14 <sup>th</sup> years	.0813	169
15 <sup>th</sup> through 19 <sup>th</sup> years	.0860	179
20 <sup>th</sup> years and after	.0962	200

**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 he/she has been employed continuously for at least six (6) months.

**D. Payment on Separation.**

Employees who have completed at least six (6) 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.**

1. All annual leave not taken in excess of the following hours will be forfeited at the end of the last biweekly pay period of the calendar year. Employees may carry-over no more than 280 hours of annual leave per year.

2. A ninety (90) day extension of up to an additional eighty (80) hours may only be granted by the County Manager in the event the employee was unable to utilize his/her hours due to management requirements.

**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 DCSO 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-served basis and B) if two employees submit leave requests on the same day and those request conflict, then the more senior employee will be granted the leave.

Notwithstanding the above, annual leave requests submitted later than the conclusion of the annual shift bidding process 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 16 SICK LEAVE

### **A. Entitlement.**

All SBU 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-one (21) 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-one (21) 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 ninety-six (96) hours per year. Only regular hours worked shall affect sick leave accrual.

### **C. Maximum Accrual Cap Provisions.**

A total of no more than nine hundred sixty hours (960) of sick leave may be credited to an employee. Employees whose sick leave bank balance is at the Maximum Accrual Cap of each year shall continue to accrue hours at the normal rate for utilization only during that year. Any unused balance of the annual ninety-six (96) 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 FLMA policy, or death in the immediate family. Sick leave used for bereavement shall not exceed thirty (30) hours per incident for employees working a ten (10) hour shift and twenty-four (24) hours per incident for employees working an eight (8) hour shift, 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, grandparents and legal guardians 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 notify Human Resources 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 County when there is an 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. An employee may be required to be examined by a physician selected by the County for verification purposes. In the event of family/personal medical leave, the employee will complete the appropriate authorization form supplied by Human Resources in accordance with County policy. If an employee becomes ill or injured during a vacation leave of three (3) or more consecutive work shifts, the time will be recorded as sick leave only if it is substantiated by a written certification issued by the employee's treating physician.

#### **F. Reporting Requirements.**

Except in emergencies where the employee is incapacitated, employees are expected to report any absence and the reason therefore to his/her supervisor two (2) hours prior to when the employee's normal work shift commences. Failure to do so may cause the absence to be deemed an unexcused absence and will be unpaid leave. 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 Article 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 (1) year (52 weeks) of service and have worked at least 1250 hours during that one-year period are eligible to take up to twelve (12) weeks leave during a twelve (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 twelve (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 as allowed under 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 an FLMA 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 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 County 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 employees injured on duty and accepted for worker's compensation benefits which exceed 40 regularly scheduled hours, the County will cover the remainder of all required leave up to 120 calendar days (780 work hours). During the 120 calendar days no employee leave deduction (sick, annual or comp time) will be used. After 120 calendar days the employee will use accrued leave. Light duty will be made available to the employee at the convenience of the County. The employee must follow all prescribed written safety policies and procedures to qualify for injury leave (e.g., wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions.)

Acceptance or denial of Injury Leave is not subject to the grievance procedure. However, the employee may appeal in writing to the Human Resources Director and County Manager within ten (10) days of being denied Injury Leave.

When an employee is eligible at the same time for benefits under applicable sections of the Nevada Revised Statutes 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.

**I. Sick Leave Payoff.**

1. Upon the employee's death or retirement, if an employee has a minimum of 400 hours in his or her sick leave bank, the employee is eligible to receive payment for any accrued sick leave hours.

2. Employees shall be compensated based on the employee's years of service, up to a maximum of 960 hours, as a percentage of their sick leave balance as follows:

<u>Years of Service</u>	<u>Percentage of Sick Leave Balance Paid</u>
0-14	- 0 -
15-19	50%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more years	100%

At the employee's option, instead of receiving a sick leave payoff as provided above, the County will convert compensable sick leave to a monetary value that will be transferred to the employee's Deferred Compensation account or 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 if he/she had been working.

**K. Light or Modified Duty Assignments.**

1. For any employee whose physical condition prevents him/her from performing his/her normal work duties as Deputy Sheriff, the County agrees to make reasonable effort to place him/her in an assignment in which the employee can perform work consistent with his/her condition. Employees are required to accept light duty assignments offered by management. If an employee refuses a light duty assignment, he/she will be required to use accrued annual or CTO leave. 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 the 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 standard Sergeant's duties.
4. Nothing in this section shall require the County or the Sheriff's Department to create a light duty assignment.

**L. Leave Donation.**

Employees covered by this contract who require additional leave time due to a catastrophic illness or injury may request additional leave time through notification to the SBU executive board. All donations to the requesting employee will only be donated from the donor's annual leave or comp time bank at the donating employee's current base rate of pay then recalculated based on the requesting employee's base rate of pay in order to determine the number of hours the donor's time represents to the requesting employee. Any unused donated time will be returned to all donors on a prorated basis after being recalculated. No employee will receive more than 480 donated hours in a calendar year.

**M. Sick Leave/Retiree Medical Task Force.**

During the term of this Agreement, the County agrees to form a task force with members of SBU to explore and recommend the possibility of utilizing a retiring employee's sick leave bank to fund the employee's post-employment health benefits.

**ARTICLE 17 LEAVES OF ABSENCE**

**A. Eligibility.**

Leave without pay may be granted only to an employee who desires to return to County service after the period of leave and does not have annual leave or compensatory time off available.

**B. Short-Term Leave Without Pay.**

Leave without pay (LWOP) of less than thirty (30) 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 by the appointing authority. When short-term LWOP is granted, the appointing authority will formally notify Human Resources 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. LWOP may not extend for a period exceeding twenty-six (26) consecutive pay periods. When long-term LWOP is granted, the appointing authority will formally notify Human Resources of such action.

**E. Family Medical Leave.**

A family and/or medical leave of absence provides up to total of twelve (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/her job. If the employee has exhausted all accrued sick leave and comp time, he/she will be place on a leave of absence without pay in accordance with the provisions in Article 16, Section G, and County policy.

**F. Elected Benefits.**

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

**G. Military Leave.**

1. An employee who is an active member of the National Guard or reserve component of the United States Armed Forces must notify the County of their active status upon their hire date or immediately upon activation. An employee who is an active member of the National Guard or any reserve component of the United States Armed Forces shall, upon request, be relieved from his or her duties to serve orders for military duty, without loss of pay or accrued leave for a period not to exceed fifteen (15) workdays in any calendar year. The duration of the workday will be dependent upon the orders received, and the employee's ability to return to work.

2. The employee must make their reserve status known to the County yearly and must provide as much advance notice as the employee can regarding any known reserve obligations to those responsible for staffing. Employees will provide a minimum of thirty (30) days' advance notice except during times of military conflict or other emergency activations when such notice is impossible or unreasonable based on the guidelines set forth through the Uniformed Services Employment and Reemployment Rights Act, as amended.

3. The County will comply with all applicable federal and state laws regarding the granting of military leave to effected employees and any compensation due to those employees.

## **ARTICLE 18            PROBATIONARY PERIOD**

Upon promotion to a classification with a higher salary schedule, an 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 19            EFFECTS OF LAY-OFF**

### **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 nonpermanent employees of the Department shall be laid off before any permanent employees. After the County has notified the employees who are to be laid off, the County will provide a list of such employees to the Association along with the applicable seniority list(s). The Association may request to meet and discuss the layoffs with the County.

### **B. Seniority Determination.**

Seniority for the purpose of a 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 serve 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**

Below 59	-12
59-70	- 6
71-82	0
83-92	+ 6
93-100	+12

**D. Layoff Order.**

Employees will be laid off in reverse order of Retention Points which comprise 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 Rights.**

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 reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff.

**ARTICLE 20 GRIEVANCE PROCEDURE**

**A. Definitions.**

**1. Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. The exercise or lack of exercise of County Rights (Article 6) is not grievable. Grievances arising out of disciplinary actions are covered by Article 21, Employee Disciplinary Procedures.

**2. Grievant.** A grievant is an employee in the SBU who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations of the Agreement which affect more than one employee in a substantially similar manner, may be consolidated at the discretion of management or the SBU as a group grievance and will be represented by a single grievant. The

SBU may be a grievant in cases limited to alleged violations of sections which provide specific benefits to the SBU under Articles 5, 9, and 23.

3. **Day.** Day means calendar day.

**B. General Provisions.**

1. If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance must 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 the 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 management response.
3. The grievant may be represented by a person of his/her choice at any level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Any service must be by certified mail or personal service.
6. A copy of all grievances filed at the Sheriff's level of this grievance procedure, not being processed by the SBU, will be sent to the SBU.

**C. Process.**

**1. Informal Level.**

Within ten (10) days from the event giving rise to a potential grievance or from the date the employee could reasonably have been expected to have had knowledge of the event, the employee may orally discuss the problem with his/her Division Commander. A Division Commander has seven (7) days to give an answer to the employee, said answer shall be in written form.

**2. Formal Level.**

**Level 1:** If the employee is not satisfied with the resolution proposed at the informal level, the employee may, within ten (10) days of receipt of an answer, file a formal written grievance with the Undersheriff (or designee) containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Undersheriff (or designee) will, within ten (10) days, have a meeting with the grievant and within ten (10) days give a written answer to the grievant.

**Level 2:** If the grievant is not satisfied with the written answer from the Division Commander (or designee), the grievant may, within ten (10) days from the receipt of the answer, file a written appeal to the Undersheriff. Within ten (10) days of receipt of the written appeal, the Undersheriff (or designee) will investigate the grievance, which may include a meeting with the concerned parties, and give written answer to the grievant within ten (10) days. Both parties may agree to waive Level 2 and proceed to Level 3.



**Level 3:** If the grievant is not satisfied with the written answer from the Undersheriff (or designee), the grievant may, within ten (10) days from the receipt of the answer, file a written appeal to the Sheriff. Within twenty-one (21) days of receipt of the written appeal, the Sheriff, or his/her designee, must investigate the grievance. Which may include a meeting with the concerned parties, and give a written answer to the grievant within ten (10) days. The answer is final and binding unless, within fourteen (14) days, the SBU notifies the County Manager of its intention to appeal the matter to the External Hearing Officer (EHO) as provided for in Article 22.

## **ARTICLE 21           EMPLOYEE DISCIPLINARY PROCEDURES**

### **A. Basis for Disciplinary Action.**

The tenure and status of every employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet these standards will be grounds for appropriate disciplinary action. Disciplinary action is 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, insubordination, failure to comply with or abuse of County policies or rules, unexcused absences, misuse or abuse of County 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 (3) types of discipline are recognized for purposes of applying one of the procedures under this Article. They are:

- 1. Written Reprimands.** This is a reprimand, the details of which are committed to writing and placed in the employee's personnel file.
- 2. Short Suspensions.** Includes any disciplinary suspensions without pay which, when accumulated with previous disciplinary suspensions within a twelve (12) month period, if any, does not exceed three (3) working days.
- 3. Severe Disciplinary Action.** This includes disciplinary suspensions without pay of four (4) or more working days within a twelve (12) month period, demotion, or discharge.

### **C. Appeal from a Written Reprimand.**

An employee receiving a written reprimand may, within ten (10) calendar days, appeal the action to the Undersheriff (or designee) in writing or by personal interview. Within ten (10) calendar days of the appeal, the Undersheriff (or designee) must respond to the employee in writing by either granting, modifying, or denying the appeal. The response is final.

#### **D. Notice.**

For discipline other than written reprimands, the Division Commander (or designee) is designated by the Sheriff to advise the employee in writing of the proposed disciplinary action. The written statement must contain:

1. A description of the events which necessitated the proposed suspension.
2. A statement of the charges.
3. A statement of proposed disciplinary action.
4. Notification that the employee may review or make copies of available materials leading to the suspension.
5. The right of the employee to submit in writing a response to the proposed action.
6. The right to meet with the Division Commander (or designee) at a given time and place to discuss the discipline and present witnesses in support of the opposition to the discipline. This is not intended to be an adversarial hearing.
7. A statement of the employee's right to representation.

#### **E. Division Commander's (or Designee) Decision.**

Following the meeting and a review of the proposed disciplinary action by the Division Commander (or designee), the Division Commander (or designee) will forward the recommendation to the management representative to make a decision in the form of a signed statement indicating, if applicable, the 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. The decision will be served on the employee by certified mail or personal delivery. The limited nature of this response does not change 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 the proposed discipline.

#### **F. Appeal from a Short Suspension.**

An employee receiving a suspension, without pay of one through three (3) working days, has the opportunity to respond within ten (10) calendar days of the alleged incident or receipt of notice outlined in Section D above, whichever is later. If not satisfied with the Division Commander (or designee)'s decision in F above, the appellant may within ten (10) calendar days appeal to the Sheriff for a final decision. The Sheriff shall hear the appeal and issue a final and binding decision promptly in the normal course of business.

Nothing in this agreement prevents the Department from instituting the proposed discipline prior to the date of the meeting contemplated in D 6 above, but if the discipline is overturned or reduced, the employee must be made whole for any time actually suspended beyond that which is approved by the Division Commander (or designee) or the Sheriff.

### **G. 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 has the opportunity to appeal as described below.

1. Following a review of a proposed disciplinary action, the Undersheriff (or designee of the Sheriff) will serve on the employee affected, by certified mail or personal delivery, a statement signed by the Undersheriff (or designee) indicating, if applicable, his/her 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 must clearly inform the employee that the employee, through the SBU, has the right, within ten (10) calendar days after receipt of this notice, to request in writing an appeal hearing before the Sheriff or his/her designee. The request must be filed by the SBU with the Human Resources Director.
2. If, within the appeal period the SBU does not file the appeal, the action of the Undersheriff (or designee) is conclusive.
3. If, within the appeal period, the SBU files a notice of appeal by giving to the Human Resources Director written notice of appeal, then the Human Resources Director will set a time for an appeal hearing before the Sheriff or his/her designee. The hearing must be held within ten (10) calendar days and a decision must be made within ten (10) calendar days after the hearing.
4. If the SBU files a notice of appeal within ten (10) calendar days from the decision of the Sheriff or his designee by giving to the Human Resources Director written notice of appeal, an External Hearing Officer (EHO) must be chosen, 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 must 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 are private; however, the appellant may request a hearing to open to the public.
6. The hearings must be conducted in a manner most conducive to determinations of the truth and NRS 233B.123 will be used by the EHO as a guide in ruling on evidentiary matters.
7. Each party has 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 the matter was not covered on direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence

against the party. If the respondent does not testify in his/her own behalf, the respondent may be called and examined by the Sheriff's representative 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, will be excluded from the hearing upon motion of either party.
9. The EHO shall determine whether to sustain, reject, or modify the action demoting, suspending, or discharging the employee; the determination is final.
10. The mutually incurred costs for the EHO procedure will be divided equally between the County and the SBU.

#### **H. 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 County, SBU and the employee will agree to reduce the employee's base pay by a fixed percentage amount for a period not to exceed thirteen (13) consecutive pay periods until the reduction reflects the loss of pay the employee would have realized had the Sergeant served the suspension.

## **ARTICLE 22      EXTERNAL HEARING OFFICER**

#### **A. Designation.**

The External Hearing Officer (EHO) shall be selected from a list maintained by the Federal Mediation and Conciliation Service and the parties will use that service.

#### **B. Costs.**

The fees and expenses of the EHO and of a court reporter, if used, shall be shared equally by SBU and the County. Each party shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. 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 21, Section G(9), decisions of an EHO on matters properly before him/her shall be advisory to the Board of County Commissioners. Within forty (40) days of receipt of the EHO's recommendation, the Board shall make the final decision which in its discretion it deems proper after reviewing the EHO's report or conducting further investigation as it sees fit.

**D. Authority of EHO.**

No EHO shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in the SBU and unless such dispute falls within the definition of a grievance as set forth in Section A(1) of Article 20, Grievance Procedure, and has been processed in accordance with all provision thereof and herein.

No EHO 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 EHO's authority shall be limited only to the application and interpretation of the provisions of the Agreement. No EHO 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 EHO 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 23 UNIFORMS AND SAFETY EQUIPMENT**

**A. Uniforms.**

1. The County agrees to provide an annual uniform allowance of \$1,200. Annual uniform allowances shall be paid one-half in the first full pay periods of December and June.

**B. Uniform Requirement Changes.**

If the Sheriff changes the uniform requirements which necessitate the purchase of additional equipment or uniform articles by the employees, the County agrees to provide the initial piece of equipment or uniform article to each employee at the County's sole cost.

**C. Ballistic Vests.**

1. Initial Hire. Upon initial employment, the County will provide each new employee with a ballistic protective vest ("Vest"), up to the IIIA threat level, at a cost not to exceed \$825. Employees must obtain their Vest from a vendor selected by the County. If an employee chooses a Vest with a cost in excess of

the County's contribution of \$825, the additional cost will be paid by the employee.

2. Replacement Vest. The County will replace an employee's Vest, if purchased on or after January 2012, by no later than the expiration date of the Vest's warranty according to the manufacturer's specifications, up to the IIIA threat level. Employees must obtain their replacement Vest from a vendor selected by the County. If an employee chooses a Vest with a cost in excess of the County's contribution of \$825, the additional cost will be paid by the employee.

3. Standards. The County and Association mutually agree that the recognized guideline for Vests is the U.S. Department of Justice/NIC Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01, as amended) and that the current rating standard for threat level protection for the term of this Agreement is NIJ Standard – 01.01.04.

4. Duty of Care. Each employee is solely responsible for the inspection, care and maintenance of his or her Vest. If any employee reasonably believes his or her Vest should be replaced sooner than the warranty date indicated by the Vest's manufacturer, the employee will surrender the Vest to the County for inspection. If the County or the manufacturer's inspection determines that the employee did not properly care and maintain the Vest according to the manufacturer's specifications, the employee will be responsible for the full replacement cost of the Vest.

5. Vest Threat Level. It is the sole responsibility of each employee to review the applicable standards and manufacturer's specifications to determine which threat level of Vest will be appropriate for the employee's specific work duties and circumstances and to replace worn or failed Vests.

**D. Replacement of Destroyed or Damaged Uniforms and Safety Equipment.**

If an employee's uniform or safety equipment is destroyed or damaged beyond repair during an on-duty enforcement action, the County will replace that uniform or equipment at the County's sole cost provided, however, that the employee has prepared a report and pulled a case number documenting the destruction and has returned the damaged uniform or equipment to the County.

**ARTICLE 24**

**REPLACEMENT OF PERSONAL PROPERTY**

**Replacement Cost Limits.**

The County and the SBU 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, will 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
2. Contact Lenses	\$200
3. Watches	\$ 50
4. Cellular Telephones Destroyed or Damaged	\$100

All cellular telephones eligible under this Article must be registered with the Communications Manager. Destroyed or damaged cellular telephones must be surrendered to the Communications Manager before the replacement cost of \$100 will be paid. Destroyed or damaged cellular telephone will be returned to the employee upon verification by the Communications Manager. An Incident Report must be filed with Douglas County Sheriff's Office Administration before payment will be made.

## **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 SBU. Nothing in this Article shall preclude an employee or the SBU from appealing disciplinary action pursuant to Article 21.

## **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. The SBU agrees that under no circumstances will the SBU recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the SBU take part in, any strike, sit-down, stay-in, sickout, slowdown, 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 SBU, 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 SBU or by any member of the SBU, the SBU 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 SBU promptly said in good faith performs the obligations of this paragraph, and providing the SBU had not otherwise authorized, permitted or encouraged such work-stoppage, the SBU 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 County 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 County 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 the 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 provision 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 County. This section shall not be grievable or subject to arbitration.

## **ARTICLE 28            LABOR MANAGEMENT COMMITTEE**

### **A. Representatives and Function.**

A Labor-Management Committee of a minimum of three (3) representatives of the Employer and three (3) representatives of the SBU will meet upon the request of either party. The meetings will be held at mutually agreed times and places and are for the purpose of:

1.     Discussing the administration of this Agreement.
2.     Exchange of general information of interest to both parties.
3.     Giving the SBU representatives the opportunity to share the views of their members or make suggestions on subject of interest to their members.
4.     To meet and confer on health insurance when required by this Agreement.
5.     Market comparisons at the end of this Agreement.
6.     The Pay for Performance Plan.

### **B. Notice of Issues.**

Any issues to be discussed must be in writing and delivered by the requesting party to the other party at least seventy-two (72) hours before the scheduled meeting.

### **C. Recommendations.**

Any conclusions or mutual recommendations of this Committee must be reduced to writing.

### **D. Advisory Function.**

The Labor Management Committee is advisory only and may not engage in collective bargaining or reach any agreements to amend the contract.

**E. Chairperson.**

The initial Chairperson will be an SBU representative and at six (6) month intervals the position will alternate between the SBU and County.

**F. Attendance by Other Persons.**

Additional persons may attend a meeting of the Labor-Management Committee to present information to the Committee at the request of either party provided at least twenty-four (24) hours' advance written notice is provided to the other party.

**ARTICLE 29 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 the 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 for the purpose of renegotiating such invalid provision of the Agreement in an attempt to reach a fully valid Agreement.
  
- B.** In the event that Section A above is applicable or Chapter 288 of the Nevada Revised Statutes is amended, at the request of either party the County and SBU negotiating teams will meet to discuss the ramification(s) of the changes in the law on the current Agreement.

**SIGNATURE PAGE**

***IN WITNESS WHEREOF, the parties hereto have caused this Agreement for the DCSPA-Sergeant's Bargaining Unit, for Fiscal Years 2017-2022, to be signed and intend to be legally bound thereby.***

**FOR THE COUNTY**

*Douglas V. Ritchie*  
Douglas V. Ritchie, Chief Negotiator

**FOR THE ASSOCIATION**

*Anthony Field*  
Anthony Field, Chief Negotiator

*William B. Penzel 05/17*  
William B. Penzel, Chairman (Date)  
Douglas County  
Board of Commissioners

*Jon Storke 5-18-2017*  
Jon Storke, President (Date)  
Douglas County Sheriff's Protective  
Association

*Anthony Field 5-18-17*  
DCSPA-Sergeants' Bargaining Unit (Date)

APPENDIX "A"

DOUGLAS COUNTY PAY PLAN - DCSPA SBU Positions  
Effective 07/01/2017

PAY GRADE	TITLE	JOB CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
PS5.5	Sergeant	3220	\$30.45	\$36.27	\$45.56	\$63,336.00	\$75,441.60	\$94,764.80



Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

2nd day of August, 2017

By: *[Signature]* Deputy