



COLLECTIVE BARGAINING AGREEMENT

between

Nye County

&

**Nye County Association of
Sheriff's Supervisors**



July 1, 2020 – June 30, 2022

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Preamble

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

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

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

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

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

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1 – Recognition

1. The County hereby recognizes the Association as the sole and exclusive collective bargaining representative of those County employees with Peace Officer status as assigned to the classification listed below. Employees in the following classification are eligible to be represented by the Association except as limited by Section 2 of this Article:

Lieutenant

Administrative Captain

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

ARTICLE 2 – Dues Deduction

1. The County agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association as Association dues. The County will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
2. Dues collected by the County shall be remitted to the bank account of the Association within seven (7) business days of collecting the dues from the employees. Should the bank account of the Association change, the Association shall advise the County at least ten (10) working days prior to the change taking effect.
3. The Association will defend, indemnify and hold the County harmless against any and all claims, demands or other forms of liability which may arise out of or by reason of any action taken or not taken by the County at the request of the Union in accordance with the provisions of this Article.

ARTICLE 3 – Association Business

1. The County agrees to allow the Association to post notices concerning legitimate Association business on County bulletin boards and to distribute such notices via County e-mail system. All notices to be posted will be sent to the Department Head in advance of posting/emailing for information purposes.
2. The County will allow the Association to use County property for the purpose of holding association meetings and for conducting association business relating to employment-related issues, so long as it does not interfere with or disrupt the County's operations. The Department Head who has control over the desired building must be contacted and the use of the facilities requested at least forty-eight (48) hours in advance by the Association. Unless the facility is unavailable, the Department Head will not unreasonably withhold use of a meeting room.
3. Association business time (to include travel) for up to two (2) Executive Board Members may be approved by the Sheriff and such time may be considered paid time pursuant to the terms of this article. Such approved time must be limited for the purposes of:
 - a. Attending legal hearings or County meetings, including negotiations, which have a direct impact on the Association.
 - b. Investigating, processing or attending meetings in accordance with the provisions of the grievance, discipline and or arbitration procedures of the Agreement.

The full cost of all time taken for Association business identified in this article shall be reimbursed to the County in accordance with the procedures in the Association Leave Program below. Provided that, where the CBA expires on June 30, for the period of February 1 through June 30 immediately preceding the expiration date of the CBA, the Association shall not be required to reimburse the County for time spent by up to two Executive Board Members in negotiations for a new CBA.

4. Association Leave Program

The County will establish and maintain an association leave bank to allow time off with pay for an association officer or appointed representative to attend to association business. This association

leave bank will also be used to reimburse the County for additional labor costs required for coverage purposes during the association leave. The association leave bank will be funded solely on a voluntary basis by bargaining unit members.

The full cost of all association business identified in this article, to include the association representative's wages during the leave period, as well as any and all additional wages incurred by another employee covered under the collective bargaining unit as a result of the association leave shall be reimbursed in accordance with the following procedures.

The parties mutually agree that the Association leave bank will be established within thirty (30) days of approval of this agreement by the Board of County Commissioners. Parties further agree that such bank will be funded up to two (2) times per year on July 1 and December 1.

- a. Employees who have successfully completed qualifying period or probationary period may donate leave into the Association leave bank by completing a leave donation form and submitting it to their department payroll representative. The department payroll representative will forward the request to the Comptroller/Records Division of Finance. An employee may donate between one (1) and eight (8) hours from vacation leave and/or compensatory leave twice per year. Donated time will be converted to dollars at the hourly rate of the donor.
- b. When taking leave for association related business, association officers and/or representatives will be required to submit a leave request to the department head or administrative designee. The department head or designee will identify on the leave form whether the leave requires additional coverage by another member of the collective bargaining unit during the identified association leave period, and forward it to the department payroll representative who will then provide it to the Comptroller/Records Division of Finance. When association leave results in another employee earning compensation those wages will be charged against and deducted from the association leave bank in full.
- c. The Department of Finance shall provide an accounting of the balance to the association on a quarterly basis. The balance shall accrue and shall be carried forward the following year.
- d. In the event that the NCASS is dissolved or no longer serves as the bargaining agent for the lieutenants, any remaining balance in the association leave bank shall be transferred to the NCLEA catastrophic leave program.

In the event that the Association leave bank does not have sufficient funds to reimburse the County for all costs associated with the association leave as referenced in this article, the Association shall pay the County the full cost of all paid time for association activities and business, to include additional compensation and benefits for related coverage granted to employees pursuant to this article. Within five (5) business days of the end of each month the County will provide the association with an invoice for the paid time used in the prior month that was not covered by the association leave bank. The association shall remit full payment based on each invoice to the County within thirty (30) calendar days of receipt. If any payment is not timely received by the County, the County may immediately discontinue paying for any further association time, regardless of whether the time has already been approved. The County may use all legal means to collect payment from the association including but not limited to diverting dues monies deducted from employee payroll and court action. The arbitration provisions shall not apply to disputes arising under this paragraph.

5. The Department Head shall provide the Association President copies of all proposed changes to general orders, policies or procedures, rules and regulations prior to their effective date. Within five (5) working days, the Association President shall advise the Department Head of any legal objection to the policy. Any such objection shall be considered an “informal grievance” and, if unable to be resolved at that level, shall proceed through the grievance process. The Department Head shall accept for review and consideration all comments or proposed changes to policies, procedures, rules and/or regulations submitted by the Association President within the same timeframe.

ARTICLE 4 – Management Rights

Nothing in this Agreement in any way limits the County’s statutory rights pursuant to NRS 288.150 as that statute may be amended from time to time. Disputes arising under this Article are not subject to the grievance and arbitration article of this Agreement.

ARTICLE 5 – Strikes & Lockouts

Nothing in this Agreement in any way limits the County’s statutory rights pursuant to NRS Chapter 288 sections 230 through 260, as those statutes may be amended from time to time. Nothing in this Agreement limits any employee’s or the Union’s obligations to comply with NRS Chapter 288 sections 230 through 260, as those statutes may be amended from time to time. Disputes arising under this Article are not subject to the grievance and arbitration article of this Agreement.

ARTICLE 6 – Non-Discrimination

1. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Contract because of membership and/or legitimate activity as required in this Contract on behalf of the members of this bargaining unit.
2. The Association recognizes its responsibility as the exclusive bargaining unit and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
3. The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, political affiliation, or membership in the bargaining unit.

ARTICLE 7 – Holiday

1. The County and the Association agree that the following legal holidays will be observed:
 - a. New Year’s Day: January 1
 - b. Martin Luther King Day: Third Monday in January
 - c. President’s Day: Third Monday in February
 - d. Memorial Day: Last Monday in May
 - e. Independence Day: July 4
 - f. Labor Day: First Monday in September
 - g. Nevada Day: Last Friday in October
 - h. Veteran’s Day: November 11
 - i. Thanksgiving Day: Fourth Thursday in November
 - j. Family Day: Friday following Thanksgiving
 - k. Christmas: December 25
2. Any day that may be declared as a legal national holiday by the President of the United States and any day that may be declared a legal holiday by the governor of the State of Nevada will be observed as holidays.
3. An employee who is required to work any amount of time on a holiday shall be awarded eight (8) hours of personal leave time.
4. An employee, in order to be entitled to a legal holiday as provided, shall be on pay status on his/her scheduled work day immediately preceding and immediately following such holiday.

ARTICLE 8 – Annual Leave

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

LENGTH OF SERVICE	HOURS ACCRUED
Hire Date to 3 rd Anniversary Date	8 hours/month
3 rd Anniversary Date to 8 th Anniversary Date	10 hours/month
8 th Anniversary Date to 12 th Anniversary Date	12 hours/month
Beginning with the 12 th Anniversary Date	14 hours/month
4. Annual leave accrues when the Employee is in a paid status.
 - a. In the event the employee is in a non-paid status, the employee will accrue annual leave on a pro-rated amount.
 - b. This does not include non-pay status as a result of a disciplinary action.

5. Annual leave may be accrued without limit from January 1st to December 31st in any calendar year; provided, however, that:
 - a. The maximum annual leave accrual allowed on December 31 of each year is two hundred forty (240) hours. If, based on operational demands the employee's supervisor prohibits the taking of accrued annual leave, effective on December 31 of each year, a maximum of one hundred twenty (120) hours of annual leave accrued that exceeds two hundred forty (240) hours will be converted to cash at the affected employee's hourly rate and paid to such employee by separate check on the second pay day of the first pay period of the calendar year. Any hours of annual leave in excess of two hundred forty (240) hours which have not been used by the end of the day December 31 of any year and that exceed 360 hours shall be forfeited by the accruing employee. Only two hundred forty (240) hours of accrued annual leave shall be carried over into any new calendar year.
6. In the event of the death of an employee, the employee's beneficiary shall receive lump sum payment for all of the employee's accrued annual leave at the time of the employee's death.
7. Upon separation from Nye County, an employee with more than six (6) months employment will be paid for all accrued annual leave at the employee's regular rate of pay. The amount shall be paid with the final payroll check.

ARTICLE 9 – Sick Leave

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

Completed Years of Service	Percentage of Sick Leave Eligible for Compensation
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%
11	52.5%
12	55%
13	57.5%
14	60%
15	62.5%
16	65%
17	67.5%
18	70%
19	72.5%
20	75%

5. If separation from the County is due to death in the line of duty, then the County shall pay to the employee's beneficiary 100% of his/her accrued leave without regard for the completed years in continuous service.
6. If an employee, employed for the entire calendar year, uses zero (0) hours of sick leave during that calendar year, that employee shall be entitled to thirty-five (35) hours of pay at his/her current hourly rate of pay, to be paid on the second payday in January. Payment shall be in the form of a separate check.
 - a. Bereavement leave pursuant to 9(e) will not count against the employee's eligibility for this bonus.
7. If an employee, employed for the entire calendar year, uses forty (40) hours or less of sick leave during that calendar year, that employee shall be entitled to twenty-four (24) hours of pay at his/her current hourly rate of pay, to be paid on the second payday in January. Payment of this bonus shall be in the form of a separate check.
 - a. Bereavement leave pursuant to 9(e) will not count against the Employee's eligibility for this bonus.
8. An employee using sick leave shall be required to notify his/her duty station, or appropriate supervisor, no later than one (1) hour prior to the start of his/her scheduled shift. This may be waived if it is impossible for the employee to make a telephone call. If known when making the phone call, the employee shall advise as to the length of the sickness or injury.
9. Employees may use sick leave:
 - a. If they are incapacitated from the performance of their duties by illness or injury;
 - b. Attendance is prevented by public health requirements;

- c. If required to absent themselves from work for the purpose of keeping an appointment with a doctor;
 - d. To personally care for a family member who is sick or ill pursuant to “FMLA” requirements; or
 - e. As bereavement leave to attend the funeral of a family member who is within the third degree of consanguinity or affinity (see attached Consanguinity/Affinity Chart). Sick leave, in such cases, may be granted up to a maximum of five (5) working days per each occurrence.
10. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity not consistent with the nature of the illness or injury when an employee is on sick leave, is considered evidence of abuse of sick leave.
11. Sick leave may be donated to a catastrophic leave bank and that leave will be placed in a leave bank based on its dollar value, is irrevocable, and is available to any eligible employee.
12. Donors to the catastrophic leave bank will be allowed two (2) donations during any calendar year provided they will have a minimum of one hundred sixty (160) hours of sick leave remaining in their sick leave account after the donation is made.
13. Employees with more than one (1) year of service may draw from the catastrophic leave bank when they have met the following:
- a. Have exhausted their sick leave bank;
 - b. Continue on medical leave due to a catastrophic medical condition which is not the result of an on the job injury or illness; and
 - c. Based on the statements of a medical provider, are expected to return to work within a reasonable period of time.
14. Any employee desiring to use catastrophic leave will apply for said leave to the Association President. Upon receipt of the application and Association Executive Board approval, the President will forward the application to the County. Upon receipt of the application, the County shall provide the employee with the approved amount of sick leave from the catastrophic leave bank.

ARTICLE 10 – Special Leaves

1. Family Medical Leave Act

- a. The County will grant leave pursuant to the provisions of Public Law 103.3.
- b. Eligibility for leave under the provisions of the Family and Medical Leave act will be determined using a rolling twelve-month period looking backward from the date which the leave is requested.
- c. The County will require the employee to use all accrued paid leave before granting unpaid leave. An employee who has used all accrued paid leave and is still within the twelve-week period allowed by law, but in a leave without pay status, will have his/her health care benefits continued and paid for by the County through the remainder of the twelve-week period. He/she may elect to continue coverage at his/her own expenses if leave is approved beyond that period, as is permitted under the maternity/paternity provisions. Unpaid leave above and

beyond that authorized pursuant to this agreement shall not count for purposes of seniority or any other rights or entitlement earned through employment, except as may be provided elsewhere in this agreement.

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

2. Leave Related to Job Related Injuries

- a. All employees shall be covered by Workers Compensation Program of the County's choice that conforms with the provisions of the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act and that provides for payment of job related injury benefits and compensations for partial and total disability arising from job related injuries and occupational diseases.
- b. In the event an employee is absent from work due to a job-related injury, he/she will be maintained in a full pay status at the appropriate rate for a period of time not to exceed one hundred (100) work days for each recognizable incident.
 - i. During this period, the employee shall not forfeit any accrued leaves.
 - ii. The employee shall return to the County any and all temporary total disability payments received from Workers Compensation Program during that time period.
 - iii. The one hundred (100) days will be applied to the employee's Worker's Compensation accrual bank upon completed Workers Compensation paperwork submitted to Human Resources.
- c. If an employee entitled to compensation disability benefits is unable to return to work following the one hundred (100) day period, he/she may elect to utilize accrued leaves. If an employee elects to use accrued leaves while receiving workers compensation benefits, the amount of leave charged such employee shall be equal to the difference between the benefit received and the employee's salary prior to the injury or illness. The disability payments shall be paid to the County and the employee shall remain in a full pay status until all accruals have been exhausted.
- d. When accrued leaves have expired, if the employee is still, because of injury, unable to work, the employee will not be entitled to any supplemental compensation from the County, but shall receive compensation checks directly through the workers' compensation insurance program.
- e. An employee may decline to use any accruals while receiving disability compensation benefits through the workers' compensation insurance program. The employee shall be considered on leave of absence without pay during such period of time.

3. Education Leave

- a. Pursuant to NRS 392.4577, County shall grant every employee who is a parent, guardian or custodian of a child who is enrolled in public or private school, four (4) hours of leave per school year, per child.
- b. This leave shall be to:
 - i. Attend parent-teacher conferences;
 - ii. Attend school-related activities during regular school hours;

- iii. Volunteer or otherwise be involved at the school in which his or her child is enrolled during regular school hours; and
 - iv. Attend school-sponsored events.
- c. This leave shall be taken in increments of at least one (1) hour.
 - d. The employee shall provide a written request for the leave at least five (5) days before the leave is taken except in the event that the qualified event is an emergency with less than five (5) days' notice in which case the employee shall notify the County as soon as they are aware of the need for the leave.
 - e. The County is not required to pay an employee for any leave taken pursuant to this section, although if the employee has leave available they may use such leave.

4. Military Leave

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

5. Employee Leave Without Pay

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

6. Voting

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

ARTICLE 11 – Probation and Promotional Qualifying Periods

1. An employee hired into the bargaining unit who has had no prior employment with the County shall be considered a probationary employee for his/her first twelve months of employment. A probationary employee may be released without notice, reason or right of appeal, regardless of rights afforded non-probationary employees. Nothing in this Agreement shall restrict the Department Head's decision that the probationary employee has not successfully completed probation.
2. All non-probationary employees promoted into the bargaining unit shall serve a qualifying period of six (6) complete months within the new position. A promotional employee shall only be removed from the position during the qualifying period for just cause. In the event that an employee is removed for just cause (for reasons other than misconduct), from the position, a reasonable effort to place the employee in his/her previous position will be made. If the position is not available, the action affecting the employee shall be subject to the lay-off procedures set forth in Article 22.
3. When an employee is promoted from the NCLEA bargaining unit, he/she shall retain the right during the first three (3) weeks worked of the qualifying period to voluntarily demote to his/her previously

held position. In the event the employee self-demotes he/she shall have his/her salary reduced to the hourly rate held prior to being placed on the qualifying period.

ARTICLE 12 – Disciplinary Action & Appeal

1. The right to maintain discipline and efficiency of employees is vested exclusively in the County. Disciplinary action taken by the County, for unsatisfactory performance or for misconduct, shall include oral counseling (logbook notations), written reprimands, suspension with pay, and suspension without pay, demotion and discharge.
2. The level of severity of the discipline is dependent on the nature of the act, the employee's relevant history of discipline, and other relevant circumstances.
3. Discipline for acts in violation of Department rules, regulations, policies and procedures shall be imposed as set forth in the discipline matrix, attached hereto as Addendum B to this Agreement. In order for prior discipline to be used as a determining factor to aggravate the disciplinary action to be taken under the matrix, the prior discipline must be of the same or similar conduct as the conduct for which discipline is contemplated. The discipline matrix is intended to establish the maximum penalty assigned for any given conduct at each level. Nothing herein contained shall be construed as preventing a lesser form of discipline than the level of discipline as set forth in the matrix as may be determined in the Department Head's sole discretion. Any conduct issues may be dealt with by counseling employees in writing with a copy provided to the employee upon completion and acknowledgement by the employee, and such counseling will not constitute discipline. However, a corrective action plan may be implemented.
4. Multiple violations occurring during a single event shall be punished by only one disciplinary action for that event.

5. Progressive Discipline

- a. Any record of sustained disciplinary action, in order to remain effective, must be placed in the employee's official personnel file at Human Resources and shall constitute the official record to be utilized in disciplinary proceedings.
- b. Any discipline not previously provided to the employee or not placed in the employee's official personnel file at Human Resources, shall not be used as a basis for subsequent progressive discipline.
- c. Any discipline outside of the two (2) year time frame of purged documents, pursuant to Article 26, shall not be used as a basis for subsequent progressive discipline.

6. Disciplinary Action Process

- a. Initiation of Disciplinary Action
 - i. When the Department receives notice of a complaint against an employee and an investigation is undertaken, the employee will be notified as to the existence of the complaint as expeditiously as practicable. In situations where covert actions may be necessary to properly engage an investigation, no notice will be given until those actions are completed.

- ii. All disciplinary action shall be initiated by the delivery of a notice of proposed disciplinary action to an employee. The notice of the proposed discipline must include the following information and/or allegations: (a) Each policy, rule, and/or regulation alleged to have been violated, (b) A detailed description of the alleged violation of the policy; and (c) The disciplinary action(s) recommended or requested.
- iii. The notice of proposed discipline shall be delivered to the employee, together with a notice that the employee has five (5) working days in which to file with the Department Head, or his/her designee a request for a pre-disciplinary hearing.
- iv. An employee may be suspended with pay pending a final decision on any proposed suspension with loss of pay for more than three (3) working days, demotion, or termination from employment.

b. Pre-Disciplinary Hearing

- i. Upon receipt of a notice of proposed discipline, the employee may request a pre-disciplinary hearing. The request for a pre-disciplinary hearing must be filed with the Department Head, and a receipt provided to the employee, within five (5) working days of serving of the notice of proposed discipline.
- ii. If the employee does not file a request for a pre-disciplinary hearing, the final decision-maker may implement the proposed discipline or any lesser discipline.
- iii. Following receipt of a request for a pre-disciplinary hearing, the Department Head or his/her designee shall have ten (10) working days to set a date for the pre-disciplinary hearing.

The Department Head, or his/her designee will attempt to hold the hearing at a time convenient to the employee and his/her representative or counsel; provided, however, that in no event shall the hearing be scheduled later than thirty (30) calendar days after delivery to the employee of the notice of proposed discipline.

- iv. The pre-disciplinary hearing shall be informal.
- v. Participation shall be limited to the employee, and up to two (2) representatives of his/her choosing, including but not limited to a lawyer, representative of a labor union or another peace officer, the Department Head, and/or his/her designee, the supervisor(s) who made the discipline request, counsel for the Department, and any witnesses called by the supervisor or the employee. All participants will sign a non-disclosure agreement.
- vi. The Department Head, or his/her designee, shall not have the authority to modify, amend, alter, add to, or subtract from any of the provisions of this Agreement.
- vii. Each party shall bear its own costs of presentation.

c. Final Decision

- i. The Department Head, or his/her designee shall issue a final ruling of any proposed discipline to the employee within six (6) months of the receipt of notice of complaint absent extenuating circumstances beyond the control of the Department Head.

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

ARTICLE 13 – Grievance Procedure

1. Purpose

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

2. Representation

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

3. Informal Resolution

- a. Within fifteen (15) working days from the event creating the grievance or from the date that the grievant(s) gains knowledge of such event, the grievant(s) shall meet and discuss the grievance with their immediate supervisor.
- b. The supervisor shall have seven (7) working days to give an answer to the grievant(s).
- c. If the grievant(s) is/are not satisfied with the resolution proposed at the informal level, the grievant(s) shall proceed to Step 1 of the formal grievance procedure.
- d. Either party to a grievance may, at any point in the grievance process, propose in writing and deliver to the other party that the grievance be informally resolved.
 - i. The responding party shall, within five (5) working days from the receipt of the request for informal resolution, agree to or reject the proposal for informal resolution and shall notify the requesting party in writing.
 - ii. If both parties agree to attempt to informally resolve the grievance, the employee, his/her representative, the Department Head or his/her designee, and any other appointed representative for the County shall meet and discuss the proposed resolution at the earliest possible date and time. An agreement to meet and attempt to informally resolve the grievance shall act to suspend any then-pending procedures in the grievance process.
 - iii. If informal resolution of the grievance is achieved, within five (5) working days or any other mutually agreed on time period, that resolution shall be memorialized in writing.
 - iv. If the attempted informal resolution of the grievance is unsuccessful, resolution of the grievance shall commence at the same stage in the grievance process as when the request for informal resolution was made.

4. Formal Grievance Procedure

- a. STEP 1
 - i. Within five (5) working days after receiving an unsatisfactory answer at the informal resolution stage, the grievant(s) shall file a formal, written grievance with the supervisor utilizing grievance form (Addendum D).
 - ii. The supervisor shall, within seven (7) working days, have a meeting with the grievant(s), and, if requested, the grievant(s)' representative.
 - iii. Within seven (7) working days thereafter, the supervisor shall give a written reply to the grievant(s), and the grievant(s)' representative.
 - iv. If the grievance is not settled in Step 1 the grievant(s) shall proceed to Step 2 of the formal grievance procedure.
- b. STEP 2
 - i. In the event the grievant is the Association, the grievance may commence directly at Step 2 within fifteen (15) working days from the event creating the grievance or from the date that the association gains knowledge of such event.

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

ii. **Selection of arbitrator**

1. The Association shall request the FMCS to furnish a panel of seven (7) arbitrators and the parties shall alternatively strike names from such list, starting with The Association, until one name remains. The last name remaining shall serve as arbitrator.
2. Both parties agree this process shall be concluded not more than thirty (30) days after the panel of arbitrators is received from FMCS.

iii. **Costs**

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

iv. **Jurisdiction**

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

v. **Binding Effect**

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

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

7. Time Limits

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

ARTICLE 14 – Compensation

1. Effective on the date of approval of this Agreement by the Nye County Board County Commissioners, each employee covered by the terms of this Agreement shall be paid in accordance with the written job classification, and grade and step salary schedule for his/her job classification pursuant to Addendum C. Initial placement of each employee shall be on the lowest step that results in a wage higher than the employee is being paid by the County prior to coverage by this agreement. Employees hired by the County into this bargaining unit who are not promoted from an existing NCLEA or NCASS position shall be placed on a step as determined by the Sheriff, however placement of any such employee on any step other than 1 must be approved by the County Manager. The method of classification shall remain in full force and effect until changed in writing by mutual agreement through negotiations by the parties to this Agreement.
2. . Either party may notice the increase or decrease of pay based on the increase or decrease of audited property tax revenues (excluding net proceeds) for the prior fiscal year. A COLA or wage increase or decrease may only be granted if audited property tax revenue (excluding net proceeds) exceeds or decreases by five (5%) from the preceding year respectively.
3. Payday shall be bi-weekly and in no case shall more than five (5) regularly scheduled work days' pay be held back from the end of the pay period. The County payday has been established bi-weekly for every other Thursday and paychecks will routinely be distributed by five o'clock p.m. (1700 hours).
4. All employees paychecks will be paid through direct deposit at the financial establishment of their choosing (as long as it is available through that establishment) upon notification provided to the County.
5. **Incentive Pay for Degree or Law Enforcement Certificate**
 - a. Incentive pay for degree

- i. All employees governed by this Agreement shall be paid incentive pay for degrees earned from an accredited college or university located within the United States. The degree must include a major in Public Administration, Criminal Justice, Law Enforcement or related area. Degrees for "life work" shall not be recognized for purposes of eligibility for incentive pay.
 - ii. Incentive payment shall be as set forth on the Addendum C.
- b. Incentive pay for law enforcement certificates
 - i. All employees covered by this Agreement shall be paid Incentive Pay for certain law enforcement certificates as set forth on Addendum C and NAC 289.

6. Compensation Upon Promotion

An employee promoted from rank of Lieutenant to the rank of Captain shall be placed at the step in the range for Captain which provides an increase of at least eight (8%) percent over his/her normal hourly salary, not to exceed the top step of the grade.

7. Salary Step Advancement

- a. Salary step advancement must be recommended or denied by the employee's supervisor and approved by the County Manager. Salary step advancements or denials are based on job performance. No step advancement shall be denied during the first 12 months of a new Sheriff's term, unless that employee has been issued sustained discipline during the 12 months prior to the employee's Anniversary Date. The Anniversary Date shall be the date of the employee's most recent appointment or promotion.
 - b. Employees who meet all of the performance requirements of the position and comply with all of the County rules, regulations, and policies will be eligible for a one-step increase within the salary grade to which their classification has been assigned, upon completion of each year's service as indicated by the employee's Anniversary Date. Such eligibility will continue until the employee is at the top step of the salary range. Provided that no Initial Bargaining Unit Member shall receive any step advancement until he or she reaches his or her first Anniversary Date after December 31, 2018.
 - c. When approved in writing, step advancements will become effective at the beginning of the pay period in which the employee's Anniversary Date occurs. A denial of a step increase shall be based on prior documented uncorrected performance deficiencies. In order to use the documented deficiencies the supervisor shall have provided the employee with such documentation at the time of the deficiency. In the event that the Sheriff denies step advancement or takes no action to recommend or deny advancement within 14 days of the employee's anniversary date, the County Manager, upon employee's request shall meet with the employee to discuss the matter.
8. The Association recognizes that the employees who are subject to this Agreement are management employees and, as such, are compensated on a salary basis and are expected to perform all tasks and other duties required to assure the full, efficient, and effective operation of their offices or departments, not on the number of hours worked. The Association further recognizes that the salary schedules by which the employees are paid have been developed in a manner intended to reflect the

broad scope of the employees' responsibility and the fact that the employees' ordinary work day and work week will or may consist of more than eight (8) or forty (40) hours, respectively.

- a. An employee who consistently must work more than forty (40) hours per week, due to the demands of his/her responsibilities, or who works an extraordinary number of hours during a limited period of time due to emergent or periodic projects or issues, may be awarded personal leave time of not more than fifteen (15) days per calendar year.
 - i. An employee who believes s/he is eligible for an award under this sub-section shall submit a personal leave award request to the Sheriff.
 - ii. The request may be granted in the discretion of the Sheriff. Denial of a request shall not be covered by the Grievance and Arbitration provisions of this Agreement.
- b. Personal leave time awarded pursuant to sub-sections (a) above shall not be annual leave or compensatory time; shall be used within ninety (90) days of award or it will be lost; and shall not be paid out in cash if the employee resigns, retires, or otherwise leaves the employ of the County before using the leave time.
- b. For the fiscal year beginning July 1 2020, and ending June 30th, 2021, Each pay period each NCASS employee will write a check to Nye County in the amount of \$39.82 minimum to be deposited into the general fund. This equates to \$39.82 times 26 pay periods for a total of \$1035.32. NCASS Employees are authorized to pay the full amount off sooner if they so desire. If an NCASS employee fails to submit the total of \$1035.32 by June of 2021, Nye County may cause a deduction to occur from their paychecks June of 2021.

8. Longevity

- a. Employees hired prior to July 1, 1992 shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed twenty percent (20%).
- b. Employees hired after July 1, 1992 but before December 1, 1998 shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed ten percent (10%).
- c. Employees hired by Nye County after December 1, 1998 and prior to June 30, 2018, who complete eight (8) years of continuous employment, shall receive longevity pay. Upon completion of eight (8) years of continuous service, the employee shall receive an additional four percent (4%) of his/her bi-weekly base salary. For each year of continuous service thereafter, the employee shall receive an additional one-half (1/2) of one (1) percent increase of the base salary until a maximum of ten percent (10%) has been reached.
- d. Payment of longevity shall be paid with Employee's regular bi-weekly pay period.

ARTICLE 15 – Acting Pay

An employee directed in writing to temporarily accept the responsibilities during the absence of his or her superior officer (Undersheriff or Sheriff) will be awarded acting pay if the assignment is a work week or longer as designated by the Sheriff or his/her designee. Acting pay shall be at the lowest step in the range of the higher class, which is at least eight percent (8%) above the employee's current base rate of pay or at the first

step in the range of the higher classification, whichever is greater. In no event shall acting pay exceed the top of the range of the higher-level classification.

ARTICLE 16 – Clothing / Equipment

1. Uniform Requirements:

i. Class A Uniform (Dress Uniform)

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

ii. Class B Uniform (Utility Uniform)

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

iii. Specialty Uniform (S.W.A.T.)

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

iv. Miscellaneous Uniform/Accessories

1. One brown call-out coveralls (optional)
2. Two name tags black or dark blue lettering
3. One duty badge (County Issued)

4. Three ball caps (County Issued)
5. One Collar Insignia, K-9, Motorcycle Officer, FTO, SGT. (County Issued)
6. One black pant belt, 1.5" wide (basket weave, plain leather or nylon)
7. One black gun belt, 2" wide (basket weave, plain leather or nylon) all accessories must match.
8. One pair of black boots or shoes -smooth toe
9. Black socks when wearing shoes
10. One brown windbreaker (optional)
11. One brown jacket waist length or mid-thigh length
12. One black ammo pouch (basket weave, plain leather or nylon)
13. Three magazines or speed loaders (County Issued)
14. One black handcuff case (basket weave, plain leather or nylon)
15. One set of handcuffs
16. One baton holder (basket weave, plain leather or nylon)
17. One baton
18. Four black belt keepers (basket weave, plain leather or nylon)
19. Two Pens (one blue ink and one black ink)
20. One black OC (pepper spray) case (basket weave, plain leather or nylon)
21. One can of OC (pepper spray) (County Issued)
22. One flashlight
23. One flashlight ring or case (basket weave, plain leather or nylon)
24. One firearm (County Issued)
25. One black holster (basket weave, plain leather or nylon) (County Issued)
26. One black key holder (basket weave, plain leather or nylon)
27. One soft body armor (County Issued)
28. Western cowboy hat-white straw summer/felt or beaver brown winter- 3 ½" brim, cattleman design (optional)

2. Uniform Allowance:

1. Each Employee shall be given a uniform allowance annually of two thousand five hundred and fifteen dollars (\$2,515.00) with the exception of July 2020. July of 2020 each employee shall not receive a uniform allowance.
2. Uniform allowance shall be paid the first week of July. Uniform allowance payments will be issued in a separate check (not as part of a payroll check).
3. The uniform reimbursement allowance will reset July 1 of each year. Reimbursement payments will be issued via vendor claim. Provided that no employee promoted into the bargaining unit from the NCLEA bargaining unit shall receive a reimbursement under this article in any contract year during which her or she has received a uniform allowance or reimbursement pursuant to the NCLEA contract.
4. Uniforms shall be kept at a high standard and, if not, the officer can be sent home to ensure that it is prior to going on duty.
5. When an employee is required, by reason of his/her specialized assignment or a promotion to wear or carry safety uniform components or equipment, that employee shall receive an additional sum of uniform allowance equal to the difference in cost between the standard

required uniform components or equipment and the required safety uniform components or equipment or the equipment will be supplied by the Department.

6. If the Department Head changes the uniform requirements to be effective any time other than July 1st of any given year, and such change necessitates the purchase of additional equipment or uniform articles, the County agrees to provide the initial piece of equipment or uniform article to each employee.
7. County agrees to replace soft body armor prior to the expiration of the then currently assigned body armor.
8. The County will compensate an employee for any loss or damage to clothing and/or equipment, resulting from an event occurring in the line of duty and that requires an incident report or arrest report. Said employee will be compensated at a dollar value designed to replace like-for-like in terms of damaged articles, when approved by Department Head, or his/her designee, and submitted to the County Commissioners on a claim form, with evidence of the value of the loss and of ownership if such clothing and/or equipment is an item identified as an "optional" item for the employee or the employee's uniform is plain clothing.
9. The County agrees to reimburse employees for personal property items that are stolen, damaged or lost in a duty-related incident, or destroyed during an event occurring in the line of duty and that requires an incident report or arrest report. Said employee will be compensated at a dollar value designed to replace like-for-like in terms of stolen, damaged or lost personal property, when approved by such employee's Department Head, or his/her designee, and submitted to the County Commissioners on a claim form, with evidence of ownership and the value of the loss.
 - i. Such compensation by the County shall be limited to items of personal property that are reasonably required in order for the employee to perform his/her duties, including uniform items which are covered by the uniform allowance to include items such as personal watches, eyeglasses/contacts, and cell phones.
10. Compensation under sub-sections i and j above shall be limited to situations in which the employee was not responsible for the loss/damage to the item.
11. Department issued clothing or equipment which is lost or damaged through carelessness or negligence of an employee shall be replaced or repaired at the employee's expense. If the Department determines that clothing or equipment has been lost or damaged through the carelessness or negligence of an employee, that employee may appeal the Department's determination through the non-disciplinary grievance procedures
12. All County issued equipment, including uniform identification patches, shall remain the property of the County and shall be returned to the County upon demand or upon termination. Equipment not returned or unaccounted for shall be charged to the employee.
13. Uniforms/Clothing cleaning allowance: Employees may bring their uniforms/"plain clothes" to the designated location for pick up, cleaning, and return. This service shall be provided by the County at no cost to the employee.

14. When an employee retires from Nye County honorably, not in lieu of termination or discipline, and draws PERS without penalty, the County agrees to provide the employee with the badge that they had been utilizing during the term of their employment subject to the following:
- i. The employee shall provide written notice to the Department Head of their intent to retire and requesting their badge.
 - ii. The Department Head shall issue the badge to the retiring employee unless they have cause to be concerned about issuing the badge.
 - iii. In the event that the Department Head has cause to be concerned about issuing the badge they shall request an agenda item at the next available Board of County Commissioners meeting to reference the matter. The matter shall be presented to the Board of County Commissioners, and their vote as to whether the badge shall be issued or not shall be final and binding on both parties.

ARTICLE 17 – Health & Welfare Benefits

1. Eligibility

- a. All employees shall be eligible for health, vision, dental and life insurance benefits effective the first of the month following 30 days of employment.

2. Health Insurance

- a. The County will purchase for each employee, at no cost to the employee, coverage under the current Saint Mary's Health Plan, or such other options as is available under said group plan and chosen at the discretion of the employee. The County shall also provide, at no cost to the employee, dental coverage under the Ameritas group plan and vision coverage under the VSP group plan. *Coverage will be provided by plans indicated or an alternative plan offering the same annual deductibles and scope of covered services.*
- b. The County agrees to pay on behalf of employees the following amounts per month towards the cost of health insurance for dependents if elected by the employee.
 - i. For coverage of a spouse/domestic partner only--\$143.75/month
 - ii. For coverage of a child or children only--\$108.75/month
 - iii. For coverage for a full family--\$152.50/month
- c. An employee, who retires from Nye County and who has worked not less than fifteen (15) consecutive years with the County since the employee's most recent date of hire, and who when s/he leaves County employ collects PERS retirement will have 100% of his/her individual post-retirement health insurance premiums paid by the County so long as said employee continues to receive PERS retirement. This retiree will be eligible to obtain dependent insurance coverage through the then applicable County policy.
 - i. If an employee leaves Nye County employment after eight (8) years of continuous employment, and collects PERS retirement (with no penalty) as a result of an accepted work-related injury that rendered them unable to work, they shall receive this benefit.

- d. The County and the Association agree that this Article shall be subject to re-opening, upon call of either party, if the premium rate, at any strata, would result in a premium increase of twenty percent (20%) or greater for the next insurance year.
3. The County will purchase for each employee, at no cost to the employee life insurance, which in the event of the death of an employee while employed by the County, will provide a benefit of twenty-five thousand dollars (\$25,000). After two (2) years of service with the County the amount of the benefit provided for hereunder shall increase to fifty thousand dollars (\$50,000).
4. The County shall abide by the federal and state laws, rules, regulations, and codes that have an impact upon the members of this unit in the workplace.
5. County shall make every reasonable effort to provide and maintain safe conditions of employment. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors.
6. The County shall immediately investigate all health and safety complaints and shall notify the complainant and the Association of the findings and actions to be taken within ten (10) days of the complaint being made.
7. The County shall include a position on the County's safety review panel for a member of the Association board to be involved on all matters before the County's safety review panel. The assigned Association board member when notified of a meeting shall notify their immediate supervisor of the meeting date(s) and the assigned board member shall be compensated for their duties pertaining to that assignment as part of their regular job function, at their regular rate of pay.
8. Except in cases of a declared state of emergency, any employee that works in excess of sixteen (16) or more hours in any twenty-four (24) hour period shall be entitled to a period of recuperation of not less than eight (8) hours before the employee may be required to report for work on a scheduled shift or called back to duty. This provision shall not apply to court ordered appearances. Such rest period shall be taken without loss of any pay and employee shall not be required to make up such time.
9. Physical Conditioning Bonus
 - a. Any employee that passes an annual physical conditioning test on the then current P.O.S.T. requirements for their current assignment shall be paid a bonus of three hundred dollars (\$300.00).
 - b. The Department will conduct a physical training test each calendar year. Employees shall be given a minimum of two (2) weeks' notice of the test. The Department Head may schedule tests individually or by such unit designations as shall be determined by the Department Head.
 - c. The Department Head will ensure a testing opportunity is available for all employees.
 - d. There will be no reprisal or punitive action taken against an employee scoring less than the passing score on the test.
 - e. Tests will be administered at the location nearest the employee's duty station in Tonopah, Beatty or Pahrump.
 - f. In the event of inclement weather, employees will be notified and the test will be re-scheduled.

ARTICLE 18 – Critical Incident Process

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

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

ARTICLE 19 – Seniority, Layoffs, Reduction in Force

1. "Seniority" shall be defined as the total length of unbroken employment with the employing Department.
 - a. The following circumstances shall not be considered as breaks in continuous service.
 - i. Authorized education leave
 - ii. Time during which an employee is compensated for an on-the-job injury which is covered under workers' compensation benefits.
 - iii. Qualified and approved sick or family leave.

- iv. Leave of absence for approved military leave.
 - v. The resignation of the employee provided that s/he returns to County employment within ninety (90) calendar days from the effective date of his/her resignation.
 - vi. Qualified and approved unpaid leave.
 - vii. Disciplinary suspension for a period not to exceed thirty (30) calendar days.
- b. Except for those circumstances delineated in section a above, any break in qualifying service shall result in a new “hire date” for purposes of determining whether longevity applies to the employee.
2. The County and the Association agree that the reduction in personnel, as it pertains to employees covered under the provisions of this Contract, shall be as hereinafter prescribed. When funded positions of indefinite durations which are presently filled are abolished, reductions shall be accomplished in accordance with the following provisions:
- a. Casual, temporary, and initial employment probationary positions within the Department first shall be eliminated.
 - b. The president of the Association and all regular employees to be laid off shall be given written notice of such layoff at least fourteen (14) calendar days prior to the effective date.
 - c. Any regular employee who is to be laid off may elect to replace an employee in the NCLEA bargaining unit provided:
 - i. The bumping employee has more Department seniority than the employee being bumped.
 - ii. The bumping employee meets the minimum occupational qualifications and has previously held the position.
 - iii. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped, but at the step closest to his/her own existing salary at the time of the layoff.
 - iv. Provided that in the event that the bumping employee’s last tested position is not open he or she shall be returned to his/her last tested position upon the next opening.
 - d. Whenever it is determined that a layoff of employees shall occur, the County agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

ARTICLE 20 – Personnel Files

1. Only one official personnel file shall be maintained on a bargaining unit member.
2. Each employee shall, during normal business hours, have a right to access his or her own personnel file by appointment. The contents of personnel records shall be made available to the Employee for inspection and review at the time of his/her appointment. At an employee’s request, he or she shall be provided one (1) copy of any and all documents posted in the Employee’s file.
3. An employee’s personnel file shall not be made available to any persons or organizations other than the subject employee, the Department Head, the Department’s authorized staff, Nye County’s legal counsel and Nye County Human Resources without the subject employee’s written authorization,

unless pursuant to a court order or deemed reasonably necessary by the Department to comply with any federal, state or local legal requirements.

4. Before any adverse comment or document can be put into an employee's personnel file, the Employee must be given a copy of the comment or document and be given an opportunity to read the comment or document and initial or sign the same. If the Employee refuses to initial or sign the comment or document, a notation to that effect must be noted on or attached to the comment or document and witnessed. The Employee may file a written response that is specific to the adverse comment or document entered into his/her personnel file within thirty (30) days after he or she is asked to initial or sign the comment or document. If a written response is prepared by the Employee, the Department must attach the Employee's written response to the adverse comment or document.
5. If an employee is the subject of an investigation into a complaint or allegation of misconduct conducted pursuant to NRS 289.057 or a matter reviewed and/or investigated by a panel of the Peace Officer Review Board, the material placed in the subject employee's personnel file as it relates to such investigation(s) and/or review will be governed by NRS 289 and/or local ordinance (If NRS 289 is silent).
6. Purging
 - a. All disciplinary matters shall be removed from the personnel file upon request of the employee if two (2) years have passed without any further similar discipline.
 - b. Purged documents may be retained by the Department pursuant to any applicable statutory document retention schedules; however, such documents shall not be used by the Department for disciplinary purposes in the future.

ARTICLE 21 – General Provisions

1. The County will remit the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by this Collective Bargaining Agreement and by Chapter 286 of the Nevada Revised Statutes (NRS). For any increase in the percentage rate of the retirement contribution which is effective prior to June 30, 2020, the County will pay the entire increase in lieu of any increase in salary. Effective June 30, 2020, any future increase in the percentage rate of the retirement contribution above the rate in effect prior to June 30, 2020 will be borne equally by the County and employee and will be paid in the manner provided by NRS 286.421.
2. This Agreement is the entire Agreement of the parties and those areas specifically delineated, terminating all prior arrangements and practices and concluding all negotiations during the term of the Agreement, except as provided by virtue of existing rules, policies and procedures. The County or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.
3. Should any provision of the Agreement be found in contravention of a federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until the end of the term of this Agreement, unless otherwise canceled or amended prior to the end of the term of this Agreement.
4. The parties recognize the rights of all peace officers under NRS 289.

5. The County recognizes and agrees to deal with representatives of the Association on all matters covered by this agreement and pursuant to the provisions of NRS 288 and 289.
6. For officer safety reasons, a ratio for transport of low risk inmates is established as one peace officer assigned to every three inmates. For officer safety reasons, in the event of a transport of a high-risk inmate at least two peace officers will be utilized.
7. The Association and/or its representative may act on behalf of its members with respect to grievance/disciplinary matters.
8. Concessions provided in Article 16 relating to forgoing uniform allowance and Article 14 regarding payments to Nye County are at the County's request for NCASS Members to forgo 2.25% based on assumptions regarding the budget for FY 20-21 as a result of COVID 19. NCASS was determined to comprise 4% of the salaries in the general fund. These numbers were based on assumptions provided by the comptroller to the Board of County Commissioners. In the event that any of assumptions provided as the basis for the concessions are better than the assumptions provided, NCASS members will receive 4% of whatever the improved assumption is up to the full \$3,550.39 per NCASS member. This shall be paid no later than the first pay period of July 2021.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.


ARTICLE 22 – Terms of Agreement

Except as otherwise provided herein, this Agreement and each of its provisions shall become effective upon approval and signing by both parties and shall terminate on June 30, 2022, at 2400 hours.

Nye County, State of Nevada
Board of Commissioners

Nye County Association of
Sheriff's Supervisor

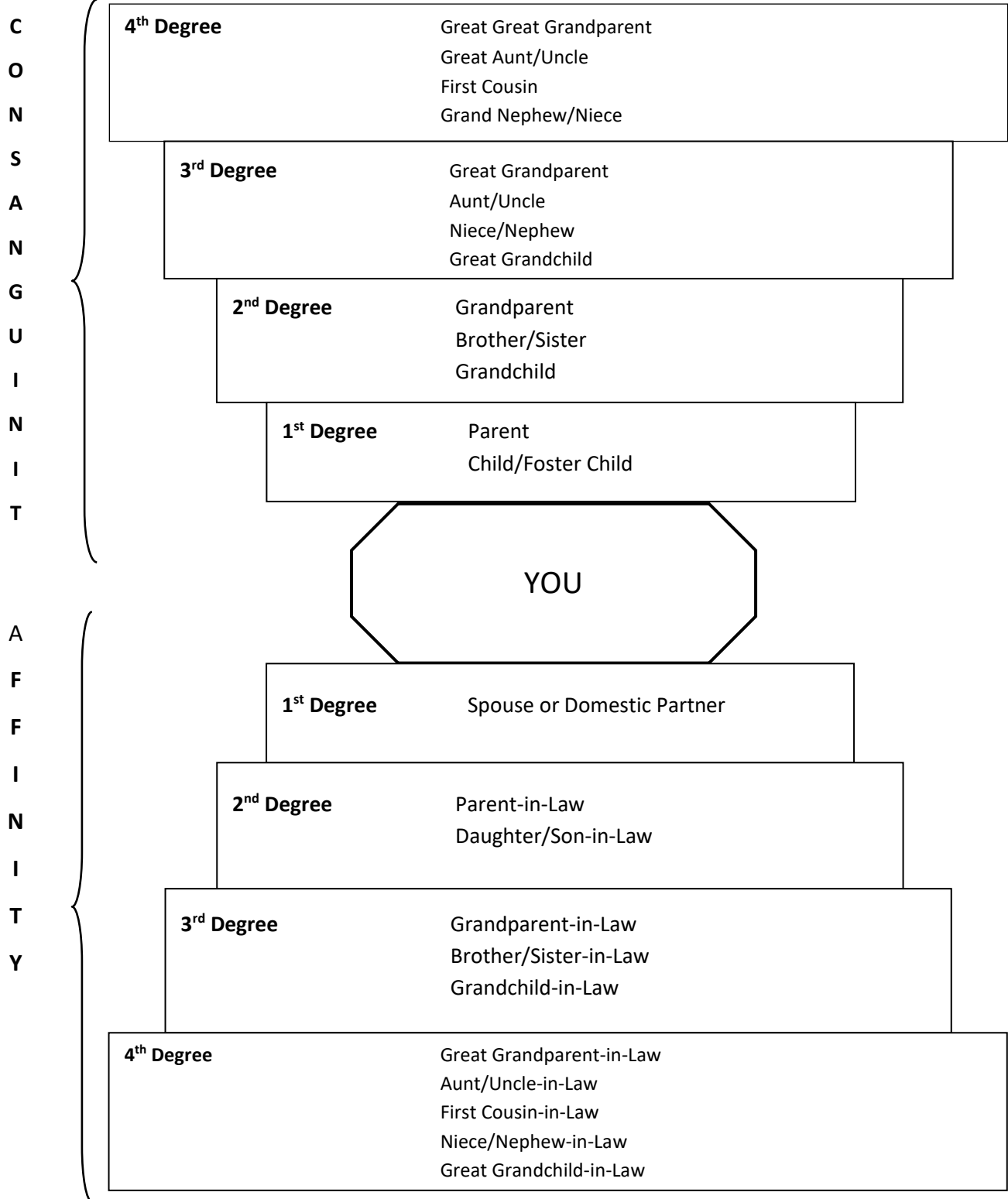

By: John Koenig, Chairman


By: David Boruchowitz, President

ATTEST:


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

Addendum A – Consanguinity / Affinity Chart



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

Addendum B – Discipline Matrix

1. DISCIPLINARY MATRIX

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

2. DISCIPLINE CATEGORIES

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

3. LEVELS OF DISCIPLINE FOR VARIOUS CATEGORIES

- a. Category "A" Violations: These are minor rules violations which will normally require a written reprimand. The same or similar violation within a 12-month period elevates the violation to a Category "B".
- b. Category "B" Violations: These are minor misconduct violations which will normally justify summary punishment starting with a suspension of ten (10) hours. The same or similar violation with a 12-month period elevates the violation to a Category "C".
- c. Category "C" Violations: These are misconduct violations which normally justify summary punishment limited to a suspension of up to twenty (20) hours. The same or similar violation within a 24-month period elevates the violation to a Category "D".
- d. Category "D" Violations: These are serious misconduct violations which normally justify a suspension of up to thirty (30) hours. The same or similar violation within a 24-month period elevates the violation to a Category "E".
- e. Category "E" Violations: These are serious misconduct violations which justify a suspension of forty (40) hours or more, demotion or termination of employment.

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

ALLEGATION	CATEGORY				
	A	B	C	D	E
VEHICLES AND PROPERTY					
Unintentional damaging of agency equipment	X				
Carelessness and negligence in the handling or control of county property		X			
INAPPROPRIATE FORCE AND BRUTALITY					
Excessive force-Defined as any force that is used which is lawful, however improper according to the use of force continuum and does not result in unjustified injury			X		
Willful misuse of force				X	
Unauthorized use of deadly force					X
NEGLECT OF DUTY					
Lack of diligence or efficiency in performing duties	X				
Failure to take necessary police action		X			
Failure to take necessary police action resulting in serious injury or death					X
Lateness to duty assignment	X				
Failure to appear for court	X				
Sleeping on duty	X				
Submitting late reports	X				
FAILURE TO OBEY					
A.W.O.L. violations					X
Willful misconduct			X		
Failure to obey a lawful order	X				
Failure to follow agency policy	X				
Insubordination-Defined as an act by an employee who has received a direct and timely order from a supervisor which an objectively reasonable employee would have understood but refused to obey					X
PRISONER RELATED VIOLATIONS					
Failing to search prisoner incident to arrest			X		
Failing to utilize prisoner restraining device	X				
Failing to arrange for medication or treatment for a prisoner			X		
SECONDARY EMPLOYMENT VIOLATIONS					
Engaged in secondary employment without authorization	X				

ALLEGATION	CATEGORY				
	A	B	C	D	E
MISCELLANEOUS					
Any conduct or performance issues not listed in this matrix	X				
Using official position for personal/financial gain					X
Unauthorized consuming of alcoholic beverages on duty					X
Engaging in unauthorized relationships		X			
Illegal use of controlled dangerous substances					X
Failure to report use of prescription medication		X			

Addendum C – Pay Scale

Nye County Association of Sheriff's Supervisors

July 1, 2020 - June 30, 2022

LIEUTENANT

No Degree	Step / Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
POST Advanced	14-3 (30PA)	36.85	38.79	40.82	42.96	45.22	47.59	50.09	52.72
POST Supervisory	14-4 (30PS)	37.96	39.95	42.05	44.25	46.58	49.02	51.60	54.30
POST Managerial	14-5 (30PM)	39.09	41.15	43.31	45.58	47.97	50.49	53.14	55.93
Associates									
POST Advanced	14-3A (31APA)	37.59	39.56	41.64	43.82	46.12	48.55	51.09	53.78
POST Supervisory	14-4A (31APS)	38.72	40.75	42.89	45.14	47.51	50.00	52.63	55.39
POST Managerial	14-5A (31APM)	39.88	41.97	44.17	46.49	48.93	51.50	54.21	57.05
Bachelors									
POST Advanced	14-3B (32BPA)	38.34	40.35	42.47	44.70	47.05	49.52	52.12	54.85
POST Supervisory	14-4B (32BPS)	39.49	41.56	43.74	46.04	48.46	51.00	53.68	56.50
POST Managerial	14-5B (32BPM)	40.67	42.81	45.06	47.42	49.91	52.53	55.29	58.19

CAPTAIN

No Degree	Step / Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
POST Advanced	15-3 (33PA)	39.80	41.89	44.09	46.40	48.84	51.40	54.10	56.94
POST Supervisory	15-4 (33PS)	41.00	43.15	45.41	47.79	50.31	52.94	55.73	58.64
POST Managerial	15-5 (33PM)	42.22	44.44	46.77	49.23	51.81	54.53	57.39	60.40
POST Executive	15-6 (33PE)	43.48	45.78	48.18	50.70	53.36	56.17	59.11	62.22
Associates									
POST Advanced	15-3A (34APA)	40.60	42.72	44.97	47.33	49.81	52.43	55.18	58.08
POST Supervisory	15-4A (34APS)	41.82	44.01	46.32	48.75	51.31	54.00	56.84	59.82
POST Managerial	15-5A (34APM)	43.07	45.33	47.70	50.21	52.84	55.62	58.55	61.61
POST Executive	15-6A (34APE)	44.36	46.69	49.13	51.72	54.43	57.29	60.30	63.46
Bachelors									
POST Advanced	15-3B (35BPA)	41.41	43.58	45.87	48.28	50.81	53.48	56.29	59.24
POST Supervisory	15-4B (35BPS)	42.65	44.88	47.24	49.72	52.34	55.08	57.97	61.02

POST Managerial	15-5B (35BPM)	43.92	46.23	48.66	51.21	53.90	56.73	59.71	62.85
POST Executive	15-6B (35BPE)	45.24	47.62	50.12	52.75	55.52	58.43	61.50	64.73
Masters									
POST Advanced	15-3B (36BPA)	42.24	44.45	46.78	49.24	51.83	54.55	57.42	60.42
POST Supervisory	15-4B (36BPS)	43.50	45.78	48.18	50.72	53.38	56.18	59.13	62.24
POST Managerial	15-5B (36BPM)	44.80	47.16	49.64	52.24	54.98	57.87	60.91	64.10
POST Executive	15-6B (36BPE)	46.15	48.57	51.13	53.81	56.63	59.60	62.73	66.03

Addendum D – Grievance Form

Date of occurrence: _____

Grievant: _____

Article(s) & Section (s) that you believe have been violated: _____

What remedy is being requested: _____

What happened: _____

*******INFORMAL GRIEVANCE PROCESS AND STEPS TO FOLLOW*******

Date grievance was discussed with immediate supervisor: _____

Within fifteen (15) working days from the event the grievant(s) shall meet and discuss the grievance with their supervisor.

Date supervisor answered grievance informally: _____

The supervisor shall have seven (7) working days to give an answer to the grievant(s):

Date formal written grievance filed with the supervisor: _____

Within five (5) working days after receiving an unsatisfactory answer a formal written grievance with supervisor shall be filed.

Date supervisor met with grievant(s): _____

The supervisor shall within seven (7) working days have a meeting with the grievant(s)

Date supervisor gave written reply to the grievance: _____

The supervisor shall within seven (7) working days give a written reply to the grievant(s)

Prior steps not applicable grievant is the association.