

SPECIAL A G E N D A

LANDER COUNTY COMMISSIONERS MEETING TOWN BOARD OF BATTLE MOUNTAIN & AUSTIN BOARD OF COUNTY HIGHWAY COMMISSIONERS

May 17, 2016

LANDER COUNTY COURTHOUSE
COMMISSIONERS' CHAMBER
50 STATE ROUTE 305
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

10:00 A.M. Call to Order
Pledge of Allegiance
A Moment of Silence

Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non-agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

*1. Approval of Agenda Notice, May 17, 2016

COMMISSIONERS

CLOSED PERSONNEL SESSION

* (1) Discussion regarding closed personnel session pursuant to Lander County Code 2.06.090 Executive Director-Departmental supervision: Subsection E: Transfer, discipline, or dismiss appointed department heads, when appropriate, subject to ratification by the Lander County Commissioners. Employee #1337, and all other matters properly related thereto. No action will be taken in closed personnel session.

* (2) Discussion regarding closed personnel session pursuant to Lander County Code 2.06.090 Executive Director-Departmental supervision: Subsection E: Transfer, discipline, or dismiss appointed department heads, when appropriate, subject to ratification by the Lander County

Commissioners. Employee #1416, and all other matters properly related thereto. No action will be taken in closed personnel session.

- * (3) Discussion regarding the Compromise and Settlement Agreement between Lander County (employer), and Employee #1426. And all other matters properly related thereto. No action will be taken in closed personnel session.
- * (4) Discussion regarding Labor Relations between Lander County and the Lander County Law Enforcement Employees Association 2016-2019 Tentative Agreement and all other matters properly related thereto. No action will be taken in closed session.
- * (5) Discussion regarding Labor Relations between Lander County and the Lander County Sheriff's Association 2016-2019 Tentative Agreement and all other matters properly related thereto. No action will be taken during the closed personnel session.
- * (6) Discussion regarding Labor Relations between Lander County and the Operating Engineer Local 3 (General) 2016-2019 Tentative Agreement and all other matters properly related thereto. No action will be taken during the closed personnel session.

OPEN PERSONNEL SESSION

- * (7) Discussion and possible action to ratify, reverse or modify the termination of Employee #1337, and all other matters properly related thereto. Action will be taken in open public session.

Public Comment

- * (8) Discussion and possible action to ratify, reverse or modify the termination of Employee #1416, and all other matters properly related thereto. Action will be taken in open public session.

Public Comment

- * (9) Discussion and possible action to approve or disapprove the Compromise and Settlement Agreement between Lander County (employer), and Employee #1426, and all other matters properly related thereto. Action will be taken in open public session.

Public Comment

- * (10) Discussion and possible action to approve or disapprove of the 2016-2019 Tentative Agreement between Lander County and the Lander County Law Enforcement Employees Association and all other matters properly related thereto. Action will be taken in open public session.

Public Comment

- * (11) Discussion and possible action to approve or disapprove of the 2016-2019 Tentative Agreement between Lander County and the Lander County Sheriff's Association, and all other matters properly related thereto. Action will be taken in open public session.

Public Comment

- *(12) Discussion and possible action to approve or disapprove of the 2016-2019 Tentative Agreement between Lander County and the Operating Engineer Local 3 (General) and all other matters properly related thereto. Action will be taken in open public session.

Public Comment

Public Comment – For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non- agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

ADJOURN

*Denotes discussion/action item with information provided at the meeting. Action may be taken according to the “Nevada Open Meeting Law Manual” via a telephone conference call in which a quorum of the Board members is simultaneously linked to one another telephonically.

NOTE: TIMES ARE APPROXIMATE

This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Executive Director in writing at the Courthouse, 50 State Route 305, Battle Mountain, Nevada 89820, or call (775) 635-2885 at least one day in advance of the meeting.

NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact Sadie Sullivan, Lander County Clerk, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738.

AFFIDAVIT OF POSTING

State of Nevada)
) ss.
 County of Lander)

Sadie Sullivan, Lander County Clerk of said Lander County, Nevada, being duly sworn, says, that on the 12th day of May 2016, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Sadie Sullivan

Sadie Sullivan, Lander County Clerk _____

Subscribed and sworn to before me this 12th day of May 2016.

WITNESS *Molly Gonzalez* _____

Name of Agenda *Special Agenda Lander County Commissioners Meeting*

Date of Meeting *May 17, 2016* _____

A G R E E M E N T

THE COUNTY OF LANDER, NEVADA

And

OPERATING ENGINEERS, LOCAL 3

of

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

AFL-CIO

July 1, 20163 to June 30, 201946

TABLE OF CONTENTS

PREAMBLE

3333	3	Formatted: Strikethrough
ARTICLE 1: RECOGNITION	3333	Formatted: Strikethrough
ARTICLE 2: DEFINITIONS	3333	Formatted: Strikethrough
ARTICLE 3: NONDISCRIMINATION	4444	Formatted: Strikethrough
ARTICLE 4: MANAGEMENT RIGHTS	4444	Formatted: Strikethrough
ARTICLE 5: DISCHARGE AND DISCIPLINARY ACTION	4444	Formatted: Strikethrough
ARTICLE 6: PROCEDURE FOR FILLING VACANCIES	6666	Formatted: Strikethrough
ARTICLE 7: ACCIDENT LEAVE	7777	Formatted: Strikethrough
ARTICLE 8: ANNUAL LEAVE	7777	Formatted: Strikethrough
ARTICLE 9: BEREAVEMENT LEAVE	8888	Formatted: Strikethrough
ARTICLE 10: MILITARY LEAVE	9999	Formatted: Strikethrough
ARTICLE 11: SICK AND MATERNITY LEAVE	9	
ARTICLE 12: UNION BUSINESS LEAVE	911111	Formatted: Strikethrough
ARTICLE 13: MEETING ROOMS AND BULLETIN BOARDS	10121212	Formatted: Strikethrough
ARTICLE 14: JURY DUTY/COURT APPEARANCE	10121212	Formatted: Strikethrough
ARTICLE 15: EDUCATIONAL COURSES	11131212	Formatted: Strikethrough
ARTICLE 16: SALARIES	11131212	Formatted: Strikethrough
ARTICLE 17: UNION DUES	12141414	Formatted: Strikethrough
ARTICLE 18: OVERTIME	13151414	Formatted: Strikethrough
ARTICLE 19: CALL BACK	14161515	Formatted: Strikethrough
ARTICLE 20: STANDBY PAY	14161515	Formatted: Strikethrough
ARTICLE 21: WORKING OUT OF CLASSIFICATION	14161616	Formatted: Strikethrough
ARTICLE 22: SENIORITY	14161616	Formatted: Strikethrough
ARTICLE 23: HOLIDAYS	15171717	Formatted: Strikethrough

ARTICLE 24: HEALTH AND WELFARE.....	161817171	Formatted: Strikethrough
ARTICLE 25: RETIREMENT.....	171918181	Formatted: Strikethrough
ARTICLE 26: PERSONNEL FILE.....	171919181	Formatted: Strikethrough
ARTICLE 27: GRIEVANCE PROCEDURE.....	171919191	Formatted: Strikethrough
ARTICLE 28: STRIKES.....	19121211	Formatted: Strikethrough
ARTICLE 29: ASSIGNMENTS REQUIRING MOTOR VEHICLES.....	19121211	Formatted: Strikethrough
ARTICLE 30: HEALTH AND SAFETY.....	192221211	Formatted: Strikethrough
ARTICLE 31: SAVINGS CLAUSE.....	202221211	Formatted: Strikethrough
ARTICLE 32: WARRANT OF AUTHORITY.....	20222221	Formatted: Strikethrough
ARTICLE 33: EFFECTIVE DATE AND DURATION.....	20222221	Formatted: Strikethrough
ARTICLE 34: DRUG & ALCOHOL TESTING POLICY.....	20222221	Formatted: Strikethrough
ARTICLE 35: LONGEVITY BONUS.....	212+2221	Formatted: Strikethrough
APPENDIX A.....	23	Formatted: Strikethrough
2625251		
<u>APPENDIX</u>		
<u>B.....</u>	<u>26</u>	

PREAMBLE

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

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;

Both parties recognize this mutual responsibility. They 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;

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;

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

ARTICLE 1: RECOGNITION

Lander County, hereafter called County, recognizes the Operating Engineers Local 3, hereafter called Union, as the exclusive representative of all regular employees employed by Lander County, as certified under the provisions of Nevada Revised Statutes, Chapter 288. The following positions will be excluded from the bargaining unit:

Assistant District Attorney
Directors
Probationary Employees
Seasonal Employees
Part Time Employees (working less than 20 hours per week)
Supervisors
Administrative Assistant
Department Heads
Administrative Assistant to the County Manager
Immediate Assistant to each Department Head/Elected Official

ARTICLE 2: DEFINITIONS

A. TYPES OF COUNTY EMPLOYMENT

1. Temporary: A temporary is one who is hired for a period not to exceed six (6) months. If a temporary employee's status is changed to probationary, his or her probationary period shall be retroactive to the date of employment.
2. Regular Intermittent: A regular intermittent employee is one who is filling a budgeted position. The

hours the employee is required to work are at the discretion of his or her department head.

3. **Probationary:** A probationary employee is one who is hired to fill a budgeted position. Such employees will remain in this status for six ~~(6-12)~~ months of continuous employment and may be terminated at the discretion of the supervisor. The County may extend the probationary period by sixty (60) calendar days with written notification to the employee and the Union prior to the end of the six (6) month probationary period. Such terminations shall not be for the purpose of keeping jobs filled with probationary employees. The County may extend an employee's probationary period for up to thirty (30) days with prior written notice to the Union.
4. **Regular:** Except as conditions above, a regular employee is one who has completed a six (6) month probationary period. The term "employee" as used in this Agreement applies to those persons having a regular appointment to the work force of the County, as listed in Appendix A.

Formatted: Not Strikethrough

Formatted: Font: Bold, Underline, Font color: Text 1

B. TRANSFER

Is defined to mean any movement of an employee from one position to another position in the same class or related class with the same salary grade, or the movement of the employee with his or her position or classification to another location.

ARTICLE 3: NONDISCRIMINATION

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, physical or visual handicap, national origin, sexual orientation or because of political or personal reasons or affiliations. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

The County retains the sole right to manage its affairs and direct its work force within the existing framework of the Nevada Revised Statutes, but not limited to the right to plan, direct and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees including qualifications under the layoff procedure; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of mundane order, safety and/or effective operations of its facilities; and to require compliance therewith by employees; to discipline and discharge employees for cause. The County shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject to express restrictions on such rights, if any, as are provided in the Agreement or N.R.S. 288.

ARTICLE 5: DISCHARGE AND DISCIPLINARY ACTION

- A. The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral

reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion or discharge. Only suspension without pay exceeding three (3) days, involuntary demotion or discharge may be grieved to step 3 (arbitration). Grievances do not postpone disciplinary action.

- B. The County shall have the right to discharge or discipline any employee for cause, but in determining discipline, the County shall not transfer or reassign any employee for disciplinary purposes. The term "cause" shall include, but not be limited to the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports; recording on another employees time card; failure to properly record time; performance of work below required standards; suspension or revocation of a drivers license when possession of a valid drivers license is a condition of employment; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; theft; destroying or willfully damaging the property of another employee or the County; acceptance of a bribe from citizens, vendors, suppliers or others; misuse of County funds; the use or being under the influence of drugs or alcoholic beverages, on the job, during working hours; carrying or possessing firearms while on the job; excessive tardiness or absenteeism; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication with false or defamatory oral or written statements directed against a fellow employee, the County or management or the County Commission; sleeping on the job, or failure to comply with County safety rules; loss or suspension of license or certification that are a condition of employment; harassment and sexual harassment of other employees or the general public.
- C. As determined by the County, the level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant discharge, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension with pay; (4) suspension without pay; or (5) involuntary demotion. One or more of the actions 1 through 5 may occur prior to discharge. The County shall notify the Union within ten (10) working days after the issuance of a written reprimand, however, this notification shall not extend the time for filing a grievance.
- D. The County shall notify the Union of its intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Union Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.
- E. The County may not discharge employees covered by this contract for cause without first giving the employee and the Union written notice prior to the action being taken.

The written notice shall include the following:

1. A statement that discharge is proposed and the specific charges.
2. Copies of any material or documents upon which the proposed action is based.
3. A statement that the employee has a right to meet with the County to discuss the proposed action.
4. The date, time and location of the pre-termination meeting.

The employee and Union representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response. Failure of the employee to attend these scheduled pre-termination meetings constitutes a waiver of the pre-termination meeting.

- F. In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the County or substantially disrupt County operation, the County may immediately place the employee on Administrative leave with pay upon giving the appropriate notice in Sections D and E.
- G. Any record of disciplinary action, excluding oral warnings and reprimands, in order to remain effective, must be placed in the employees official personnel file.
- H. Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.
- I. Involuntary demotions shall be limited to instances of documented substandard performance during and after completion of the probationary period.
- J. Any time limits contained in this Article may be extended by written mutual agreement of the Employee or Union and the County.
- K. For the purposes of this Article, "County" includes the County Manager, Elected Official, Department Heads and County Commissioners.
- L. Probationary employees are not covered by this article.

ARTICLE 6: PROCEDURE FOR FILLING VACANCIES

- A. All bargaining unit position vacancy announcements shall contain all necessary information regarding the position and shall first be posted on at least one bulletin board in each County courthouse for at least five (5) working days prior to the deadline for applications contained on the vacancy announcement.
- B. The Union Steward, designated by the Union and working in the Battle Mountain Courthouse and in Austin shall receive a copy of the announcement.
- C. Employees interested in being considered for the position shall submit an application to the County Clerk.
- D. All employee applicants for positions shall be considered in determining who is best qualified for the position. Factors to be considered in making the selection will include County service, appropriate education, training, experience, past performance and the result of an oral interview, if necessary. All other factors being equal, the length of service and the training received within the County will be the deciding factors, and the result of an oral interview with the Department Head, Elected Official, or selection team if necessary.
- E. All employee applicants will be advised of the outcome of their applications. The rejection of an applicant shall not be grievable under the grievance procedure.
- F. Intra-departmental promotions shall not be governed by the provision herein as to the announcement of vacancies.
- G. All County employees that have been promoted or transferred will serve a thirty calendar (30) day probationary

period.

- H. Employees that fail to perform the new job requirements to the satisfaction of the County or as determined by the employee may return to the employee's previously held position within fifteen (15) working days after any promotion or transfer pursuant to this article, otherwise the employee will be placed on a County wide recall list as provided by the seniority article of this agreement. Employees filling such previously held positions by initial probationary appointment, promotion or transfer may be automatically demoted, transferred or terminated at the County's sole discretion if the promoted or transferred employee returns to the previously held position pursuant to this section.
- I. If a new hire probationary employee resigns or is terminated within six (6) months of initial hire, the County may use the last of eligible applicants to fill the vacancy prior to reposting the vacancy pursuant to paragraph A.

ARTICLE 7: ACCIDENT LEAVE

When an employee is absent from employment by reason of an accident for which benefits are payable and received under County/Self Insured and the employee so elects, the County of Lander shall pay to such appointed employee, during the period of disability, full sick leave benefits and further, at the election of said appointed employee, full annual leave benefits may be drawn during said continuing period of disability, but shall be drawn only to the extent of the difference between his or her salary and SHS benefits. The employee may decline use of any part of said sick and annual leave benefits normally payable to him or her while receiving benefits under the State Industrial Insurance System. During such period of time, any employee electing not to receive sick or annual leave benefits shall be considered to be on leave of absence without pay.

ARTICLE 8: ANNUAL LEAVE

- A. All bargaining unit employees shall be entitled to annual leave with pay at the following rates:

Years of Service	Vacation Accrual	Maximum Accrual
0 - completion of 5 years	8 hours/month	240 hours
Start of year 6 - completion of 10 years	10 hours/month	240 hours
Start of year 11 and thereafter	13.33 hours/month	240 hours

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

An employee will not be allowed to carry more than 240 hours annual leave at any time. The employee will be required to take any leave amount over the maximum accrual within thirty (30) days. If an employee falls sick during approved annual leave, the time he or she is sick cannot be charged to sick leave without a doctor's certificate and the approval of the Board of County Commissioners. Annual leave benefits shall be considered only to be time off with pay. Payment for time accrued in lieu of annual leave will be not allowed, except as provided below. Leave year is to be construed the same as the calendar year (January 1 through December 31).

- B. The Commissioners shall have the authority to grant leaves of absence to any employee without prejudice to status, but no vacation or sick leave credits shall accrue during such leave period.

- C. Employees shall be entitled to compensation not to exceed a maximum of 240 hours for accrued annual leave upon the termination of employment, such compensation to be equal to the number of accrued hours of annual leave multiplied by the hourly wage of such employee at the time of termination. However, this paragraph shall not apply to employees of the County who have been in the employment of the County for less than six (6) consecutive months.
- D. If an employee is nearing maximum accrual, (240 hours) and requests annual leave to avoid losing the overage, and such leave is denied by their supervisor, the supervisor will be required to submit written notification of the denied leave hours to the Board of County Commissioners for payment approval for the requested leave hours. Upon approval by the Board of County Commissioners, such employee shall be paid for the requested leave hours on his or her next paycheck.
- E. During the first six (6) months of employment of any employee, annual leave shall accrue, but no annual leave shall be taken during such period.
- F. No employee shall be absent from employment on annual leave without first obtaining approval from his or her department head.
- G. If the employee has filed a written designation of beneficiary, the final payment of compensation due a deceased employee of any county, city, town, township, district or any other political subdivision of the State of Nevada, is not his or her property or that of his or her estate, but shall be released to the designated beneficiary upon the written request of such beneficiary. If the deceased employee has not filed such a designation with his or her employing public entity, the final payment is part of the employee's personal estate. As used in this section, "final payment" means the net amount due the employee after the deduction of all lawfully withheld sums from the employee's gross compensation.
- H. Employees intending to retire shall provide written notice to the Human Resources Director upon submission of paperwork to the Public Employees Retirement System, or at a minimum, ~~ninety (90)~~ sixty (60) calendar days prior to their intended retirement date, whichever is greater.
- I. Employees shall not be granted annual or compensatory leave within ~~ninety (90)~~ sixty (60) calendar days of retirement or resignation/termination.

ARTICLE 9: BEREAVEMENT LEAVE

- A. When a death occurs in the immediate family of an employee, said employee shall be entitled to leave of absence of up to 2 consecutive workdays with pay. The employee shall be entitled to an additional five (5) days to be chargeable against sick leave to attend the funeral. Employees absent from work, due to the death of a person not related as immediate family, shall have said day charged against the employee's annual leave.
- B. When taking Bereavement Leave, the employee shall notify his/her department head or the designee as soon as possible.

- C. Verification may be required by the County in order to receive this benefit.
- D. Significant other shall be defined as; a person (not necessarily a spouse) with whom an employee cohabits and shares a long-term sexual relationship (greater than one (1) continuous year). The Executive Director may require documentable proof of cohabitation.
- E. Immediate family shall be defined as; an employee's spouse, parents (including step), **in-laws**, grandparents, grandchildren, children (including step), brothers, sisters, aunts, uncles, nieces, nephews, children's spouse or corresponding relation by affinity, significant other and, if living in the employee's household, includes foster children and foster parents.

ARTICLE 10: MILITARY LEAVE

In the event that an employee is absent due to being called to duty into the military service of the United States or the State of Nevada, he/she will be allowed time off as required by law.

ARTICLE 11: SICK AND MATERNITY LEAVE

- A. All appointed employees of Lander County shall be entitled to sick and disability leave with pay at the rate of ten (10) hours for each month of service in the employment of Lander County, which may be cumulative from year to year, not to exceed 720 hours, subject to the following conditions: An employee is entitled to use sick leave and disability leave only when incapacitated to perform the duties of his/her position due to sickness or injury, when quarantined or when receiving medical or dental service or examination. Sick or disability leave exceeding more than three (3) consecutive days shall require written confirmation by the physician or dentist unless otherwise approved by the Board. In the event of a serious illness in an employee's family requiring his attendance, as verified in writing by the treating physician, an employee may use sick leave not to exceed four (4) consecutive days, provided the family member is within the employee's immediate family. Immediate family consists of spouse, children and parents or other relatives where the employee is appointed legal guardian and residing in the household.
- B. County employees that have accrued in excess of seven hundred twenty (720) hours of sick leave shall, in recognition of budget economy through keeping sick leave requests to a minimum, receive an additional twenty-four (24) hours of annual leave for each multiple of forty (40) hours in excess of the seven hundred twenty (720) hours maximum. For example, if an employee has accrued seven hundred sixty (760) hours sick leave, that employee shall receive twenty-four (24) hours additional annual leave or vacation leave. However, his/her allowed maximum for sick leave shall be reduced to seven hundred twenty (720) hours. Hours will automatically convert at seven hundred sixty (760) hours.
- C. The time off work due to pregnancy of an appointed female employee shall be chargeable against sick leave. All sick leave and annual leave must be used before a leave of absence may be granted by the Board of Commissioners.
- D. Accrued sick leave will be deducted from any requested and approved FMLA leave.

[E Nevada Public Employment Retirement System \(PERS\) options](#)

Upon Nevada Public Employment Retirement System (PERS) retirement, or written notice of intent to retire from the Nevada PERS retirement, by an employee that has served a minimum of fifteen (15) years of continuous service with Lander County, the employee may apply for one (1) of the below benefit options. Notice of retirement documentation must be provided to the satisfaction of the County, including approval by Nevada PERS prior to the County processing any benefit application.

A. Purchase of Public Employee Retirement System credit:

The employee may request the County make a payment to Nevada PERS towards their Public Employee Retirement System retirement credit subject to the requirements under Nevada law and Nevada PERS Policy including but not limited to Section 6.11 (as amended) requirements and limitations.

The employee's Sick Leave hours will be converted at the employee's regular hourly rate for every hour accrued in the employee's Sick Leave bank up to a maximum calculated payment of sixteen thousand eight hundred dollars (\$16,800). The County will purchase Nevada PERS service credit for the retiree subject to the requirements of Nevada Law, Nevada PERS Policy and approval of Nevada PERS.

The employee shall provide a minimum of sixty (60) days written notice prior to retirement in order for the County to process the request and make payment to Nevada PERS on behalf of the retiree. Any disapproval by Nevada PERS eliminates this benefit option.

B. Establishment of Retirement Insurance Fund.

The employee may request the County establish a retirement medical insurance fund, held and managed by the County.

Subject to an approved Nevada PERS retirement, the employee's Sick Leave hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Sick Leave bank up to a maximum calculated credit of sixteen thousand eight hundred dollars (\$16,800).

The purpose of the limited fund is to provide the employee with a limited timeframe of EMPLOYEE ONLY medical coverage or EMPLOYEE ONLY supplemental medical coverage after the employee retires from employment with Lander County. The employee may elect to remain on the County's Insurance plan, or seek outside insurance coverage.

If the employee elects to remain on the County insurance plan, the corresponding payment for such plan shall be deducted from the established fund on a monthly basis.

If the employee elects to obtain outside insurance coverage, the County will reimburse the retiree for the monthly premium. The retiree must submit documentation, to the County's satisfaction, of a paid in full monthly premium prior to reimbursement by the County. The County will not make direct payments outside their selected insurance carrier.

Once the retiree's calculated credit in the fund is expended, the retiree's fund account will be closed and no further payment will be provided. Any funds not expended at the time of the retiree's death or upon the fifteenth (15) year after the employee's retirement from Lander County will revert to the County General Fund. The retiree's account will be closed and the

benefit will no longer be available.

C. Leave buyout

The employee may request a leave buyout.

Subject to an approved Nevada PERS retirement, the employee's Sick Leave hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Sick Leave bank up to a maximum calculated credit of five thousand dollars (\$5000). The retiree shall receive the leave buyout check within 15 days following their last date worked with Lander County and verification of retirement in the Nevada PERS System. Under any of this option, the employee/retiree remains solely liable for any required taxes or deductions. This option is not subject to the provisions of Section D.

D. Under either option A or B, the employee/retiree remains solely liable for any required taxes or deductions. In the event the employee/retiree or Nevada PERS rescinds the employee's/retiree's retirement and/or the employee/retiree remains employed with Lander County or any other Nevada public employer, or re-enters the Nevada Public Employee Retirement System, for any reason, the employee/retiree must repay any amount the County paid based on this section, and the employee/retiree is no longer eligible for the benefits of this section. Any unused funds revert to the County's General Fund. If Lander County is required to commence litigation to recover said monies, then the employee/retiree agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 12: UNION BUSINESS LEAVE

- A. Three (3) members of the Union Negotiation committee may be granted ~~unpaid or annual~~ leave from duty ~~with full pay~~ for all meetings between the County and the Union for the purpose of negotiating the terms of this contract, when such meetings take place at a time during which such members are scheduled to be on duty. After conclusion of all such meetings, the Union Steward will be required to return to duty within their assigned work schedule. ~~Unpaid or Annual~~ Leave granted under this section includes any required travel time from the employee's assigned work location to the location of the meeting between the Union and County. Not more than one (1) member of the Union negotiation committee shall be from a work location outside of Battle Mountain, Nevada. Formatted: Strikethrough
- B. One (1) Union Steward may be granted ~~unpaid or annual~~ leave from duty ~~with full pay~~ for all meetings between the County and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. ~~No employee shall be required to take leave from a regularly scheduled shift for the purposes of processing a grievance or representing an employee for a disciplinary hearing.~~ Formatted: Strikethrough
- C. Whenever conditions permit, two (2) Union Stewards may be granted ~~unpaid or annual~~ leave from duty for any reasonable and just cause as may be determined and granted by the County Commissioners. Approval for such leave by the County Commissioners shall not be unreasonably denied. Formatted: Font color: Red

- D. The Union shall notify the County of the designated business representative, who shall be authorized to meet and confer with County employees and department heads concerning the enforcement of the provisions and terms of this Agreement and other working conditions.
- E. Not more than one person from a single department may leave, either for the negotiation meetings or for steward business.
- F. Union stewards may be allowed reasonable time to contact their non-employee union representative by phone while on duty regarding requests for representation or grievances which require an immediate response. Such contacts must have prior Department Head or designee approval, which will not be withheld unless the contact will have an adverse impact on the operational requirements of the affected County Department.
- G. ~~Employees may take unpaid leave or annual leave to attend to Union Business under this Article if they choose. No employee shall be required to take annual leave to process a grievance, attend negotiations or other business. All attempts to handle Union Business shall be handled outside regular business hours. All Union business shall be handled outside working hours or during breaks. Employees who are the subject of discipline are not subject to the requirement of using unpaid or annual leave.~~
- F.H. ~~The County shall allow the posting of Union information in the County Administration Building employee break room and other County break rooms and other locations authorized by the Executive Director which authorization will not be unreasonably withheld regarding meetings or events which shall not include any derogatory information.~~

ARTICLE 13: MEETING ROOMS AND BULLETIN BOARDS

- A. It is the privilege of the Union to use provided space on the County bulletin boards for the posting of information or notices concerning Union business. In addition the County shall allow the Union to post one meeting notice per County bulletin board. A copy of all material to be posted will be sent to the County Commissioners and/or their representatives when posted.
- B. Upon prior approval and subject to availability, the County may provide space for Union meetings.

ARTICLE 14: JURY DUTY/COURT APPEARANCE

- A. Any employee requested to appear in any court or before the Grand Jury as a juror or witness in a criminal case or a civil case with purpose of giving testimony for the County, shall receive full compensation as though he or she were actually on the job during the time.
- B. The employee shall claim any jury, witness, or other fee, except mileage or meals, to which he or she may be entitled by reason of appearance and pay the fee(s) over to the County Treasurer.
- C. Employees appearing in court for the above stated reasons on scheduled days off shall retain the use of compensation as may be authorized for that appearance.
- D. The employee shall return to work or remain at work as much as possible.
- E. Employees will be given time off to dress and/or clean up prior to appearance as necessary.

ARTICLE 15: EDUCATIONAL COURSES

- A. It is the policy of the County that tuition fees for approved job related educational and training courses for County employees may be approved, subject to acceptance by the Board of Commissioners.
- B. Any employee attending an approved course at the request of the County shall not lose any wages or benefits.

ARTICLE 16: SALARIES

~~1. Effective the first full pay period following July 1, 2013, the County will reclassify job classifications and increase salaries in effect June 30, 2013 by 8.0% (See Appendix A1, Page 23).~~

~~2. Effective the first full pay period following July 1, 2014, salaries in effect June 30, 2014 will be increased by 4.0% (See Appendix A2, Page 24).~~

~~3. Effective the first full pay period following July 1, 2015, salaries in effect June 30, 2015 will be increased by 4.0%. See attached Appendix A (See Appendix A3, Page 25).~~

A. ~~1. Effective the first full pay period following July 1, 2013, the County will increase salaries in effect June 30, 2013 by 18.0% (See Appendix A1, Page 23).~~

~~2. Effective the first full pay period following July 1, 2014, salaries in effect June 30, 2014 will be increased by 4.0% (See Appendix A2, Page 24).~~

~~3. Effective the first full pay period following July 1, 2015, salaries in effect June 30, 2015 will be increased by 4.0%. See attached Appendix A (See Appendix A3, Page 25).~~

FY 2017: Increase current starting hourly wage levels in effect June 30, 2016 by 2.0% effective first full pay period following July 1, 2016. See attached Appendix A-1

FY 2018: Increase current starting hourly wage levels in effect June 30, 2017 by 2.0% effective first full pay period following July 1, 2017. See attached Appendix A-2

FY 2019: Increase current starting hourly wage levels in effect June 30, 2018 by 2.0% effective first full pay period following July 1, 2018. See attached Appendix A-3

The above wage increases will also be applied in the same amounts and on the same effective dates to employees who were not paid on the FY 2016 Starting Hourly Wage scale on or before June 30, 2016 and above FY 2017, FY 2018 and FY 2019 Starting Hourly Wage scales due to past effect of Article 16(G).

B. SALARY RATE UPON INITIAL APPOINTMENT

1. New employees hired into entry level classifications shall be paid at the entry level on Appendix A for each class assigned.

C. SALARY RATE UPON LATERAL TRANSFER

Upon transfer to a position in the same pay class, the affected employee shall retain his/her same rate of pay.

D. The following shall not be considered as breaks in qualifying service for salary adjustment and longevity:

1. Authorized military leave, provided that the person is reinstated within ninety (90) days following honorable discharge from the military service.
2. Authorized educational leave.
3. Time during which employee is receiving compensation for injury or disease arising out of, and in the course of, his or her employment.
4. Authorized leaves of absence due to long term illness may be extended beyond ninety (90) days upon written request of the department head and employee to the Board of Commissioners for approval.

E. NEW JOB CLASSIFICATIONS

The County shall advise the Union of all new job classifications it intends to implement at least ten (10) days prior to said implementation.

F. SALARY RATE ON PROMOTION

Upon promotion to a higher classification the affected employee's wage shall be calculated as follows;

- a. If the employee's pre-promotion wage is lower than the promoted wage, the employee's wage will be increase based on contractual scales.
- b. If the employee's pre-promotion wage is higher than the promoted wage, the employee's pre-promotion wage will be increased 5%.

G. Any employee hired or promoted after March 31 shall not receive the contractual wage increase effective the immediate following July 1. This provision shall have no further effect for employees hired or promoted on and after July 1, 2016.

Formatted: Not Strikethrough

ARTICLE 17: UNION DUES

- A. Employees may authorize payroll deductions for the purpose of paying Union dues. Upon written authorization to the County from the employee, the County agrees to deduct, on a monthly basis from the wages of the employee, the amount of the Union dues.
- B. The sums deducted shall be forward to the Union after the deduction has been made.
- C. The Union agrees to indemnify, defend and hold the County harmless against any and all claims or suits that may arise out of or by reason or action taken by the County in reliance upon any authorization cards submitted by the Union to the County. The Union agrees to refund to the County any amounts paid to it in error, on account of the payroll deduction provision, upon presentation of proper evidence of error or mistake.
- D. The County will stop automatic dues deductions any time employee terminates dues deduction in writing.

- E. The Union will certify to the County, in writing, the current rate of membership dues. The County will be notified of any change in the rates of membership dues thirty (30) days prior to the effective date of such change.
- F. Upon termination of any employee, the remaining amount of dues for the time worked will be deducted from the final check.
- G. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate union dues when a member in good standing of the Union is in a non-pay status during part of the pay period. In this connection, all other legal and required deductions have priority over union dues.

ARTICLE 18: OVERTIME

- A. All hours of work officially approved by a department head in excess of an employee's basic work week is considered overtime. Overtime hours can be compensated for in one of two ways at the supervisor's discretion:
 - 1. Compensatory time off figured at one and one-half (1 ½) times the overtime worked; or
 - 2. Overtime pay will be calculated at one and one-half (1 ½) times the employee's base pay.
- B. Overtime is subject to the following conditions:

In general, overtime is allowable only in conditions of documental emergency; the period of overtime was necessary and proper and had been properly authorized, in writing, by the appropriate authority. The employee's workweek has been so scheduled to support peak work loads in order to keep requirements for overtime to a minimum.
- C. No overtime shall accrue until a minimum of forty (40) hours are actually worked within one basic workweek, seven consecutive twenty-four (24) hour periods beginning 12:00 a.m. Monday through 11:59 p.m. on the following Sunday.
- D. Employees who are not required by the nature of their job to work holidays will be paid overtime for hours worked on holidays when properly authorized and approved, in writing, by the department head.
- E. Overtime and compensatory time shall be recorded on time and attendance sheets. The sheet shall be submitted to the Finance Department. All claims for payment of overtime shall be approved by the department head and shall be paid on the next regularly scheduled paycheck. Compensatory time shall not be allowed to accrue beyond forty (40) hours.
- F. Hours worked for the purposes of computing overtime shall not include vacation, C. T. O., sick leave or other paid/unpaid time off but shall include unworked holidays listed in Article 23.
- G. Compensatory time earned must be taken within the next calendar month after calendar month earned. If, for whatever reason, the employee does not take their compensatory time as required, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour of leave and the number of hours paid shall be deducted from the employee's leave bank.

- H. The County has implemented 9/80 work schedule allowed by the Fair Labor Standards Act as an alternative work schedule to the workweek defined in paragraph C. The work period begins at 12:00 p.m. on Friday and ends at 11:59 a.m. on the following Friday. Overtime is paid for any hours actually worked over 40 hours during the above work period. The Union agrees that use of the 9/80 work schedule on and before June 30, 2011 is not a violation of the prior labor agreement(s).

ARTICLE 19: CALL BACK

Any unscheduled work required of an employee for which such employee is required by his/her department head or said department head's designee to return to his or her place of employment shall be considered overtime and to be at least two (2) hours in duration for the purpose of compensation not to exceed seven (2) hour increments within a 24 hour period.

ARTICLE 20: STANDBY PAY

- A. Standby is defined as time in which an employee is required by the County to remain available within thirty (30) minutes or less, at the employee's residence to respond to any calls received. An employee may not consume alcoholic beverages while on standby status. An employee placed on standby status shall be compensated at the rate of Three Dollars (\$3.00) per hour for all time an employee is placed on standby at the employee's residence or within Battle Mountain or Austin residential limits. Standby shall not apply when the employee is required to carry a beeper/radio/electronic pager furnished by the County where movement within Lander County is not restricted. Standby will end when callback begins.
- B. In order to insure equity, standby opportunities shall be rotated among those employees qualified to perform the work.

ARTICLE 21: WORKING OUT OF CLASSIFICATION

Those employees who are ordered to fill a higher classification, due to the absence or incapacitation of the incumbent of the higher classified position, shall be entitled to an increase of 2% of the employee's current hourly rate for the actual time acting in such higher classified position.

ARTICLE 22: SENIORITY

- A. Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This section shall refer to regular employees as heretofore defined.
- B. Seniority by department and qualifications shall be a principal consideration in cases of layoffs, demotions and recalls. The County shall give written notice fifteen (15) days prior to an employee's layoff or demotion. A County-wide reemployment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other reemployment or employment lists in the event of rehiring. If the employee refuses an offer of reemployment in the same classification, wage and hours, the employee shall be removed from the list. A regular full-time employee that has been offered a part-time position may refuse

that offer and remain on the recall list. Employees laid off due to lack of work, lack of funds or reorganization may only bump, i.e. replace, less senior bargaining employees in their department for bargaining unit position(s) for which the laid off employee is qualified. Determination of whether the laid off employee is 'qualified' is made at the sole discretion of the affected Department Head. The County reserves the right at the time it notices the layoff to designate critical or key bargaining unit positions which are not subject to this bumping procedure.

- C. On reemployment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification, wage and hours held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification, wages, and hours that is most nearly comparable to the employee's original classification and wage as is possible under the circumstances.
- D. Upon reemployment, the salary shall be set pursuant to the Salaries Article of this Agreement.
- E. If a recalled employee is incapable of completing his reemployment from layoff probationary period, the County may extend said employee's probationary period or return said employee to layoff with recall rights status.
- F. Seniority shall be retained and continue to accrue during the period of any leave without pay approved by the Department Head and/or County Commissioners exclusive of any layoff pursuant to this article.

ARTICLE 23: HOLIDAYS

- A. The County and the Union agree that, for the purposes of this Article, holidays are to be recognized as follows:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King's Birthday)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4th (Independence Day)
- First Monday in September (Labor Day)
- Last Friday in October (Nevada Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving)
- The day after Thanksgiving (Family Day)
- December 25, (Christmas Day)

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

- B. If January 1, July 4, November 11 or December 25 fall upon a:
 - 1. Sunday, the Monday following must be observed.
 - 2. Saturday, the Friday preceding must be observed.
- C. All employees who, by nature of their job, are either required, directed or scheduled by their department heads to work on holidays, in addition to holiday pay, shall be compensated at the time and one half rate of pay for all

hours performed on such days.

- D. Employees not scheduled or required to work on a holiday will be compensated for said holiday by the County as outlined in section F.
- E. In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled work day before and the scheduled work day after the holiday.
- F. Employees not assigned to work the holiday will receive compensation based on a ten (10) hour day if the holiday falls on a day during which the employee is assigned to work a ten (10) hour shift.
- G. For purposes of this Article, "holiday pay" shall be defined as an increment of pay equal to the hours of the employee's regularly assigned shift at an employee's regular, straight time hourly rate.

ARTICLE 24: HEALTH AND WELFARE

Employees hired prior to July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Health and Welfare Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee and 50% of eligible dependent coverage in same plan. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

Employees hired after July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Health and Welfare Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee. Dependent coverage will be paid at 100% by employee. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

Part Time Employees

Part time employees working 20-35 hours per week will have monthly insurance premiums paid at 75%.

September 7, 2000 Agreement regarding 30-hour employees: Amend September 7, 2000 Agreement to add Gail Utter. All other requirements of September 7, 2000 Agreement remains in full force and effect. (See attached Appendix C).

- A. An employee on unpaid leave of absence may continue to carry County health insurance by making the full premium payments by the first day of each month.
- B. The County and the Union agree that the County will continue to pay the premium cost of the employee's life insurance policy, as outlined in Section A above, such policy providing an amount of \$20,000 life and \$20,000 accidental death.

- C. In the event it becomes necessary for the County to obtain a different provider for insurance, it shall attempt to maintain the present level of coverage.

ARTICLE 25: RETIREMENT

- A. Subject to statutory requirement, the employer agrees to continue making the total employee contributions to the Nevada State Retirement System on behalf of its employees. Increases in PERS contribution rates during the term of this Agreement will be paid in accordance with the requirements of NRS 286.421.
- ~~B. The County will cover the 2% PERS increase effective July 1, 2013.~~
- ~~C. The County covers up to a 2% PERS increase effective July 1, 2013 and if PERS exceeds 2% this article will be reopened for negotiations.~~

ARTICLE 26: PERSONNEL FILE

- A. Each employee shall have the right, upon written request and at any time, to review the material in his or her own personnel file. Under no circumstances may personnel files be removed or taken from the County premises.
- B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.
- C. Personnel materials shall be released for the purpose of processing grievances and for County legal documentation and otherwise when written consent is given by the employee or by court order.
- D. Derogatory material in the file shall be signed by the employee, the source of material identified and dated. ~~Failure to sign may result in disciplinary action.~~ The signing by an employee of derogatory material only verifies the individual has read the material and is not an admission of guilt. Any employee may rebut any derogatory material placed in his/her file.
- E. An employee will, on written request to the County, receive copies of all material in his/her personnel file at the prevailing rate charged for copying.
- F. Commendations shall be placed into the personnel file and a copy presented to the employee.
- G. Copies of written reprimands shall be removed from the employee's personnel file and shall be returned to the employee at the end of 2 years following the date of the written reprimand if the intervening service has been satisfactory as determined by the employee's annual performance evaluation.
- ~~H. An employee who has received discipline involving suspension of 2 days or less may request in writing to the County Administrator after 24 months verification that the issue has been corrected or that no other violations of similar nature have occurred. The response shall be attached to the violation.~~

ARTICLE 27: GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall be defined as a dispute or disagreement between an employee, a group of employees, or the Union and the County which involves the interpretation or application of any provision of the Agreement.

The term "days" when used in the Article shall, except where otherwise indicated, mean working days rather than calendar days.

Both parties agree that these proceedings shall be kept confidential.

All hearings held by the arbitrator shall be closed sessions and no news releases shall be released during sessions without mutual written consent.

B. TIME LIMITS

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of prescribed time limitation of this Article of the Agreement by the Union will mean the grievance is forfeited by the Union. A violation of prescribed time limitation of this Article of the Agreement by the County shall cause that, in the event of arbitration, the arbitrator will be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties to this Agreement may grant an extension to the requesting party, if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of extension being requested.

C. PROCEDURES FOR FILING

All grievances will be processed in the following manner:

STEP 1 Within ten (10) working days of the event giving rise to a grievance or knowledge thereof, the grievated employee will present the grievance to his/her department head or designee for review in writing on the grievance form (Appendix B).

The grievated employee may request representation by a steward, business representative or Union representative at this hearing. The department head shall make a reasonable effort to review the grievance and, within five (5) working days of hearing said grievance, render a written decision to the grievant.

STEP 2 Should the grievant be dissatisfied with the Step 1 formal response of the department head, the grievance shall be forwarded, in writing, within ten (10) working days of the Step 1 response to the County Commissioners or their designated representative, by the grievated employee or the Union's designated representative. Grievance hearings shall be conducted in closed session pursuant to NRS 288.220 (contractual disputes) or 241 (personnel matters) depending on the subject matter of the grievance. The County Commissioners or their designated representative shall respond, in writing, to the grievance within fifteen (15) working days of the date said County representative received the grievance. For the purpose of this Step of the grievance procedure, the County will keep the Union notified, in writing, of its designated representative.

STEP 3 The Union may request arbitration of an unresolved grievance. The Union shall notify the County, in writing, of such intent within ten (10) working days of receipt of the Step 2 written response. The parties shall attempt to reach an agreement on an arbitrator. In the event the parties fail to reach an agreement, the parties or Union shall request from the Federal Mediation and Conciliation Services a list of seven (7) arbitrators or, if both parties agree, the Union may request streamlined arbitration from the Nevada Arbitration Association or the American Arbitration Association. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The Union shall strike the first name from the list.

D. ARBITRATORS AUTHORITY

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

E. EXPENSES

The fees of the Arbitrator shall be borne equally by the parties. Should either party request the services of a court reporter, that party shall be responsible for all associated costs and shall provide a copy of said transcript to the other party. Each party shall be responsible for its own legal, witness and/or preparation fees. The Arbitrator shall not order a court reporter.

F. COMPLIANCE

The parties agree to respond to the Arbitrator's decision within five (5) working days of receipt of said decision. The Arbitrator shall endeavor to render a discharge-related decision within fourteen (14) calendar days of the hearing, all other decisions within thirty (30) calendar days.

G. EXCLUSIVE REMEDY

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure prior to taking any other action.

ARTICLE 28: STRIKES

- A. The Union agrees that there shall be no strikes against the County under any circumstances and that all County employees shall continue to work under all circumstances.
- B. For the purpose of this Agreement, the meaning of the word "strike" shall include, but not be limited to, any concerted stoppage of work, slowdown, and interruption of the operations of the County by the Union and/or its members.

ARTICLE 29: ASSIGNMENTS REQUIRING MOTOR VEHICLES

- A. Whenever it is necessary for an employee to use a motor vehicle in the performance of assigned duties, such vehicle shall be furnished or employee shall be compensated for the use of said employee's personal vehicle at

the standard mileage reimbursement rate for which a deduction is allowed for the purposes of Federal income tax that is in effect at the time of the use of the employee's personal vehicle [NRS 281.160 (3)].

- B. Except where previously approved by the Executive Director or affected Elected Official in writing, County vehicles may only be used, driven or otherwise operated by authorized and properly licensed County employees.

ARTICLE 30: HEALTH AND SAFETY

- A. It is the intent of the County to be in compliance with federal, state, and local health and safety statutes.
- B. The County agrees to act as soon as possible in order to alleviate any health and safety problems.
- C. The County will designate all County buildings and passenger cars as nonsmoking.

ARTICLE 31: SAVINGS CLAUSE

- A. In the event that any provision of this Agreement is rendered invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.
- B. This Article does not preclude informal discussion between the parties or any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from formal requirements of notice or time schedule.

ARTICLE 32: WARRANT OF AUTHORITY

The County and the Union hereby warrant and guarantee that they have the authority to act for, bind and bargain on behalf of each entity which they represent during the term of this Agreement.

ARTICLE 33: EFFECTIVE DATE AND DURATION

- A. This Agreement shall be in full force and effect from July 1, 2016, to June 30, 2019.

~~B. This agreement shall be automatically reopened for negotiations of economic items beginning with FY 2014 (July 1, 2013 — June 30, 2014) reported on or about November 1, 2014 in annual audit in the event the revenues to the County's General Fund useable in the year received decline from the total revenues received by the County's General Fund for the previous fiscal year, (audited), by 5% or if the unreserved ending fund balance in the County's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1), and the County has fully complied with the provisions of NAC 354.650(1). The parties agree the above procedures constitute compliance with NRS 288.150(2)(w).~~

Formatted: Indent: Left: 1.13", Widow/Orphan control, Keep with next, Don't hyphenate, Tab stops: 0.31", Left

~~B. The County may reopen this agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).~~

Formatted: Indent: Left: 0.5", No bullets or numbering

ARTICLE 34: DRUG & ALCOHOL TESTING POLICY

~~Automatic reopener during term of Agreement if County adopts new County wide drug and alcohol testing policy other than the policy in effect as of March, 2014, to negotiate over impacts and effects of disciplinary procedures contained in said policy.~~

Formatted: Not Strikethrough

Formatted: Not Strikethrough

ARTICLE 35: LONGEVITY BONUS

~~A. To compensate employees for their dedication to Lander County, the County will provide a longevity bonus upon the completion of the qualifying year, as stipulated in this Article.~~

~~B. To qualify for this bonus, the employee shall meet all of the following:~~

- ~~1. Have continuous and uninterrupted, for any reason except layoff, service with the County for the period specified;~~
- ~~2. Bonuses shall be paid in a separate check at the end of the first full pay period in November of each year;~~
- ~~3. Be in a paid status at the time the bonus is paid;~~
- ~~4. Not pending termination proceedings;~~

- ~~2. 1. For employees that complete their qualified year between January 1 and June 30, payment will be made no later than June 30 of the qualified year;~~
- ~~2. For employees that complete their qualified year between July 1 and December 31, payment will be made no later than December 31 of the qualified year.~~

Years of Continuous Service	Payout Bonus Amount (Employee Paid)	Payout Bonus Amount (Employer Paid)
5	\$1,212.12	\$1,330.24
10	\$2,828.28	\$3,118.04
15	\$5,656.57	\$6,236.08
20	\$8,484.84	\$8,908.69

25	812,424.24	813,263.63
30	816,161.62	817,817.37

- C. Any Public Employee Retirement System (PERS) payment related to this bonus shall be the responsibility of the County for employer only paid PERS and standard calculated responsibility for employer-employee paid PERS.
- D. In the event the PERS contribution decreases or increases from the rate in effect following July 1, 2011, the Employee Payout will be increased or reduced accordingly.
- E. This provision expires and is no longer in effect after June 30, 2013 unless the parties agree in writing to continue this benefit in a successor labor contract.

APPENDIX B
GRIEVANCE FORM

To be Completed by the Grievant (Please Print or Type)

Department:	Date:
Grievant Name:	Work Telephone Number:
Classification:	Date of Incident Giving Rise to Grievance:

Explanation of Grievance:

The above mentioned action(s) violate(s), misinterpret(s) or misrepresent(s) the Agreement between (circle one) Operating Engineers Local 3 and Lander County.

Specific Violation of Article _____
Specific Violation of Article _____
Specific Violation of Article _____

Remedy Sought:

Employee Signature: _____ Date: _____

Business Representative/Designee Signature: _____ Date: _____

TO BE COMPLETED BY THE APPROPRIATE MANAGEMENT REPRESENTATIVE:

Date	Date of	Date of
<u>Received</u>	<u>Meeting</u>	<u>Grievance Response</u>

Step 1
(Attach copy of written response)

Step 2
(Attach copy of written response)

Step 3
(Attach copy of written response)

IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly executed by their authorized representatives this _____ day of _____, 2016.

LANDER COUNTY
BOARD OF COMMISSIONERS

OPERATING ENGINEERS, LOCAL 3 of the
International Union of Operating Engineers AFL-CIO

Sean Bakker, Chair

Russell Burns, Business Manager

Doug Mills, Vice-Chair

James K. Sullivan, Recording Corresponding
Secretary

Art Clark, Commissioner

Rick Davis, Director, Public Employees Division

Steve Steinmetz, Commissioner

Scott Fullerton, Business Representative

Patsy Waits, Commissioner

LANDER COUNTY

Don Prince, Negotiating Team Member

Lorie Calkins, Negotiating Team Member

[Marla Sam Reina Newgard](#), Negotiating Team Member

<u>CLASSIFICATION</u>	<u>GRADE</u>	<u>STARTING</u>	<u>STARTING</u>	<u>STARTING</u>	<u>STARTING</u>
		<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>	<u>HOURLY</u>
		<u>WAGE</u>	<u>WAGE</u>	<u>WAGE</u>	<u>WAGE</u>
		2015-2016	2016-2017	2017-2018	2018-2019
JANITOR	14	14.16	14.44	14.73	15.03
VAN DRIVER	15	14.72	15.01	15.31	15.62
ASSISTANT COOK	16	15.31	15.62	15.93	16.25
GATEKEEPER	16	15.31	15.62	15.93	16.25
SECRETARY	16	15.31	15.62	15.93	16.25
DEPUTY 1	17	15.94	16.26	16.58	16.92
APPRAISER TECH	17	15.94	16.26	16.58	16.92
ASST SITE DIRECTOR	17	15.94	16.26	16.58	16.92
GREENSKEEPER 1	17	15.94	16.26	16.58	16.92
HEAD COOK	17	15.94	16.26	16.58	16.92
EXECUTIVE SECRETARY TRAINEE	18	16.56	16.89	17.23	17.57
GREENSKEEPER 2	18	16.56	16.89	17.23	17.57
DEPUTY 2	19	17.23	17.57	17.93	18.28
GREENSKEEPER 3	19	17.23	17.57	17.93	18.28
MAINTAINER 1	20	17.93	18.29	18.65	19.03
LEGAL SECRETARY 1	20	17.93	18.29	18.65	19.03
APPRAISER TRAINEE	20	17.93	18.29	18.65	19.03
ACCOUNTING SPECIALIST 1	20	17.93	18.29	18.65	19.03
EXECUTIVE SECRETARY 1	20	17.93	18.29	18.65	19.03
HEALTH PROGRAM ASSISTANT	20	17.93	18.29	18.65	19.03
MECHANIC 1	21	18.64	19.01	19.39	19.78
EXECUTIVE SECRETARY 2	21	18.64	19.01	19.39	19.78
WATER AND SEWER TECH 1	21	18.64	19.01	19.39	19.78
EXECUTIVE SECRETARY 3	22	19.39	19.78	20.17	20.58
MAINTAINER 2	22	19.39	19.78	20.17	20.58
LEGAL SECRETARY 2	22	19.39	19.78	20.17	20.58
ACCOUNTING SPECIALIST 2	22	19.39	19.78	20.17	20.58
APPRAISER 1	22	19.39	19.78	20.17	20.58
WATER AND SEWER TECH 2	22	19.39	19.78	20.17	20.58
LANDFILL EQUIP OPER	22	19.39	19.78	20.17	20.58
ACCOUNTING SPECIALIST 3	23	20.14	20.54	20.95	21.37
DMV CLERK	23	20.14	20.54	20.95	21.37
SENIOR DEPUTY	23	20.14	20.54	20.95	21.37
WATER AND SEWER TECH 3	23	20.14	20.54	20.95	21.37
MECHANIC 3	24	20.96	21.38	21.81	22.24
MAINTAINER 3 W/ CDL	24	20.96	21.38	21.81	22.24
APPRAISER 2	24	20.96	21.38	21.81	22.24
WATER AND SEWER TECH 4	24	20.96	21.38	21.81	22.24
APPRAISER 3	25	22.66	23.11	23.58	24.05
LEAD PERSON	25	22.66	23.11	23.58	24.05
WATER & SEWER LEAD 1	25	22.66	23.11	23.58	24.05
WATER & SEWER LEAD 2	26	23.56	24.03	24.51	25.00
WATER & SEWER LEAD 3	27	24.50	24.99	25.49	26.00
WATER & SEWER LEAD 4	28	25.44	25.95	26.47	27.00

<u>CLASSIFICATION/OFF SCALE EMPLOYEES</u>	<u>EMPLOYEE</u>	<u>GRADE</u>	<u>STARTING HOURLY WAGE</u>	<u>STARTING HOURLY WAGE</u>	<u>STARTING HOURLY WAGE</u>	<u>STARTING HOURLY WAGE</u>
			<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
APPRAISER II	Trevizo, Julie	24	21.38	21.81	22.24	22.69
ASSISTANT SITE DIRECTOR	Brooks, Stacy	17	20.22	20.62	21.04	21.46
DMV CLERK	Sam, Marla	23	20.59	21.00	21.42	21.85
DMV CLERK AUSTIN	Utter, Gail	23	20.54	20.95	21.37	21.80
EXECUTIVE SECRETARY I	Fuller, Nilla	20	17.24	17.58	17.94	18.30
EXECUTIVE SECRETARY TRAINEE	Duvall, Kathy	18	15.93	16.25	16.57	16.91
LEAD PERSON	Hardin, Richard	25	23.11	23.57	24.04	24.52
LEAD PERSON	Prince, Don	25	23.11	23.57	24.04	24.52
LEAD PERSON	Calkins, Lorie	25	23.56	24.03	24.51	25.00
MAINTAINER I	Jolly, Fred	20	18.30	18.67	19.04	19.42
MAINTAINER I	Baum, Carrie	20	18.29	18.66	19.03	19.41
MAINTAINER II	Ames, Mark	22	19.78	20.18	20.58	20.99
MAINTAINER II	Fernandez, Roberto	22	19.78	20.18	20.58	20.99
MAINTAINER III/W CDL	Todd, Eric	24	23.85	24.33	24.81	25.31
MAINTAINER III/W CDL	Van Troba, Charley	24	21.38	21.81	22.24	22.69
MAINTAINER III/W CDL	Gollihar, Perry	24	21.38	21.81	22.24	22.69
MAINTAINER III/W CDL	Norman, Scott	24	20.97	21.39	21.82	22.25
MAINTAINER III/W CDL	Sandoval, Earl	24	21.38	21.81	22.24	22.69
MAINTAINER III/W CDL	Griffith, Samuel	24	20.97	21.39	21.82	22.25
MECHANIC III	Russell, Jerry	24	23.65	24.12	24.61	25.10
SENIOR DEPUTY ASSESSOR	Stienmetz, Donna	23	20.54	20.95	21.37	21.80
SENIOR DEPUTY TREASURER	Torrence, Darlene	23	21.63	22.06	22.50	22.95
VAN DRIVER	Jim, Dayna	15	15.08	15.38	15.69	16.00
WATER AND SEWER TECH I	Olson, Bradley	21	18.65	19.02	19.40	19.79
WATER AND SEWER TECH II	Fagg, Todd	22	20.14	20.54	20.95	21.37

Tentative Agreement

2016-2017

Department	Cost of RT Increase	PERS Retirement	Workman's Comp	Medicare	Uniform Allowance	BPV	Shift Differential	Remote Pay	Insurance Bank	Total for FY 2016-2017	Budget FY15-16
Sergeants	10,662	4,075	960	155	600	900	900	2,500	33,600	51,851	1,479,712
Law Enforcement	24,971	9,230	2,247	362	1,660	3,300	74,412	2,500	14,872	133,553	2,946,650
Local 3	40,022	11,206	3,602	580					77,976	133,386	3,460,300
Total	75,655	24,510	6,809	1,097	2,260	4,200	75,312	2,500	126,447	318,790	7,886,662

*

2017-2018

Department	Cost of RT Increase	PERS Retirement	Workman's Comp	Medicare	Uniform Allowance	BPV	Shift Differential	Remote Pay	Insurance Bank	Total for FY 2017-2018
Sergeants	10,876	4,156	979	158	600	900	900	2,500	33,600	52,168
Law Enforcement	25,557	9,450	2,300	371	1,660	2,550	74,412	2,500	15,169	133,969
Local 3	40,823	11,430	3,674	592					127,946	184,464
Total	77,255	25,036	6,953	1,120	2,260	3,450	75,312	2,500	176,715	370,601

2018-2019

Department	Cost of RT Increase	PERS Retirement	Workman's Comp	Medicare	Uniform Allowance	BPV	Shift Differential	Remote Pay	Insurance Bank	Total for FY 2018-2019
Sergeants	10,199	3,989	918	148	600	900	900	2,500	33,600	51,253
Law Enforcement	38,837	14,400	3,495	563	1,660	2,550	74,412	2,500	15,624	154,041
Local 3	41,639	11,659	3,748	604					129,497	187,146
Total	90,674	30,048	8,161	1,315	2,260	3,450	75,312	2,500	178,721	392,440

* Note: Amount in this column is in addition to the current Fiscal Year 15-16 budget.

A G R E E M E N T

between

LANDER COUNTY AND LANDER COUNTY SHERIFF

and

**LANDER COUNTY LAW ENFORCEMENT
EMPLOYEES ASSOCIATION**

~~July 1, 2013 — June 30, 2016~~

July 1, 2016 – June 30, 2019

TABLE OF CONTENTS

ARTICLE 1:	PREAMBLE.....	1
ARTICLE 2:	RECOGNITION	1
ARTICLE 3:	STRIKES AND LOCKOUTS	2
ARTICLE 4:	MANAGEMENT RIGHTS	2
ARTICLE 5:	ASSOCIATION RIGHTS	2
ARTICLE 6:	NON-DISCRIMINATION	3
ARTICLE 7:	WORK HOURS	3
ARTICLE 8:	HOLIDAYS AND HOLIDAY PAY.....	4
ARTICLE 9:	VACATION LEAVE	5
ARTICLE 10:	SICK & SHORT TERM DISABILITY LEAVE.....	8
ARTICLE 11:	JOB CONNECTED INJURIES.....	14
ARTICLE 12:	OVERTIME, CALL-IN AND STANDBY PAY	15
ARTICLE 13:	SENIORITY	17
ARTICLE 14:	MEDICAL EXAMINATIONS.....	17
ARTICLE 15:	COMPENSATION.....	17
ARTICLE 16:	MEDICAL PLAN	275
ARTICLE 17:	UNIFORM ALLOWANCE.....	28
ARTICLE 18:	TUITION REIMBURSEMENT	30
ARTICLE 19:	COURT APPEARANCES.....	328
ARTICLE 20:	SHIFT DIFFERENTIAL.....	32
ARTICLE 21:	DUES DEDUCTION.....	33
ARTICLE 22:	USE OF COUNTY FACILITIES	33
ARTICLE 23:	REMOTE DEPUTY PAY	34
ARTICLE 24:	AMENDING PROCEDURE.....	34
ARTICLE 25:	DISCHARGE AND DISCIPLINARY ACTION.....	35

ARTICLE 26: GRIEVANCE PROCEDURE38

ARTICLE 27: SAVINGS CLAUSE40

ARTICLE 28: WARRANT OF AUTHORITY.....40

ARTICLE 29: EFFECTIVE DATE AND DURATION.....40

ARTICLE 30: DRUG & ALCOHOL TESTING POLICY41

~~ARTICLE 31: LONGEVITY BONUS.....41~~

ARTICLE 1: PREAMBLE

- 1.1 This Agreement is entered into between the County of Lander, Nevada, hereinafter referred to as the "County", and the Lander County Law Enforcement Employees' Association, hereinafter referred to as the "Association". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationship between parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, pursuant to the provisions of N.R.S. 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.
- 1.2 For purposes of this Agreement, wherever the Authority of the Sheriff is referenced, his designee will be appropriate for substitutions.

ARTICLE 2: RECOGNITION

- 2.1 In accordance with the provisions of N.R.S. 288, the County recognizes the Association as the exclusive bargaining representative of those full-time employees in the non-supervisory bargaining unit as listed below. Recognition of Association representation of probationary employees is limited by the terms of the various articles of this Agreement.

Classifications in the bargaining unit:

- 2.2 Bargaining Unit A - Post Certified Employees/Law Enforcement Officers*

Deputy Sheriff - Patrol

Deputy Sheriff - Jail

*Retains impasse rights under N.R.S. 288.215.

- 2.3 Bargaining Unit B - Non-Post Certified Employees*

Animal Control Officer

Dispatcher

Administrative Assistant

Food Services Director

*No impasse rights under N.R.S. 288.215.

The parties recognize that additional classifications may be established and assigned to the bargaining unit. The County shall give written notification to the Association of all new job classifications it intends to implement at least ten (10) days prior to said implementation.

ARTICLE 3: STRIKES AND LOCKOUTS

- 3.1 The Association agrees that there shall be no strikes against the County under any circumstances and that all County employees shall continue to work under all circumstances.
- 3.2 For the purpose of the Agreement, the meaning of the word “strike” shall include, but not be limited to, any concerted stoppage of work, slowdown, interruption of the operations of the County by the Association and/or its members.
- 3.3 The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The County retains the sole right to manage its affairs and direct its work force within the existing framework of the Nevada Revised Statutes, but not limited to the right to plan, direct and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations of its facilities; and to require compliance therewith by employees; to discipline and discharge employees for cause. The County shall have all other rights and prerogatives including those exercised unilaterally in the past subject to express restrictions on such rights, if any, as are provided in the Agreement or N.R.S. 288.

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 Two (2) members of the Non-Supervisor Association negotiation Committee may be granted leave from duty with pay, for all meetings between the County and the Association for the purpose of negotiating the terms of this Agreement, when such meetings take place at the time during which such members are scheduled to be on duty.
- 5.2 One (1) Association Steward may be granted leave from duty with pay for all meetings between the County and the Association for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

- 5.3 Whenever conditions permit, two (2) Association Stewards may be granted leave from duty for any reasonable and just cause as may be determined and granted by the Sheriff or his designee. Approval for such leave by the Sheriff shall not be unreasonably denied.
- 5.4 The Association shall notify the County and the Sheriff of the designated business representative who shall be authorized to meet and confer with County employees and department heads concerning the enforcement of the provisions and terms of this Agreement and other working conditions. A thirty (30) day advance notice must be made to request time off, if possible.
- 5.5 The Association shall, within thirty (30) days, of a change in Officers, notify the County and the Sheriff in writing of such changes. In any case, the County and Sheriff shall be provided a complete listing of Officers by January of each year.
- 5.6 In consideration for the County forgoing reimbursement of costs associated to the County for Union Business Leave in this Article, the Association agrees to reduce the Educational Allowance for all employees hired on or after July 1, 2016 from an annual bonus to a one-time bonus.**

ARTICLE 6: NON-DISCRIMINATION

- 6.1 The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of a negotiation unit, nor will the County encourage membership in another employee organization.
- 6.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, relationship, religion, sex, age, physical or visual handicap, national origin, sexual orientation or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

ARTICLE 7: WORK HOURS

Scheduling of work shifts and work weeks shall be as directed by the Sheriff. The normal work periods for employees covered by this Agreement will be as follows:

- 7.1 For POST certified employees Bargaining Unit A, the work period shall consist of fourteen (14) days.
- 7.2 For non-POST certified employees, Bargaining Unit B, classified as ~~COMMUNICATION SUPERVISORS~~ Communication Officers, the work schedule shall be forty (40) hours per

week, including meal periods.

- 7.3 For all other non-POST certified employees, Bargaining Unit B, the work schedule shall be forty (40) hours per week excluding meal periods.
- 7.4 Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute coffee breaks or rest periods during each work day. At the employee's request and approval of the Sheriff or Designee, these breaks may be combined with the employee's meal period.

ARTICLE 8: HOLIDAYS AND HOLIDAY PAY

- 8.1 For purposes of this Article, "holiday pay" shall be defined as an increment of pay equal to the hours of the employee's regularly assigned shift at an employee's regular, straight time hourly rate.
- 8.2 Employees eligible for holiday pay shall receive the same for those holidays delineated as follows:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King's Birthday)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Last Friday in October (Nevada Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- Day after Thanksgiving Day (Family Day)
- December 25 (Christmas Day)

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

- 8.3 In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled work day before and the scheduled work day after the holiday.
- 8.4 When an employee who is eligible for holiday pay is required, by order of the Sheriff, to work during his/her regularly scheduled work hours on a holiday, he/she shall receive, in addition to his/her holiday pay;

One and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked during the calendar holiday.

- 8.5 When an employee is called in to work on a holiday that falls on a day not regularly as part of his/her work schedule, he/she shall receive in addition to his/her holiday pay, two (2) times his/her regular hourly rate of pay for each hour or major fraction worked.
- 8.6 For the purposes of Section 8.4 and 8.5, employees shall be paid holiday pay for their entire shift as stipulated in this section. Only those shifts that begin between 2400 hours the day prior to the calendar holiday thru 2359 hours on the calendar holiday shall receive holiday pay. Any shift not beginning between 2400 hours the day prior to the calendar holiday thru 2359 hours on the calendar holiday shall not be eligible for holiday pay regardless of when the shift ends or the amount of shift that falls on the calendar holiday.

ARTICLE 9: VACATION LEAVE

- 9.1 Vacation Accrual for Full-Time Employees: During the first six (6) months of employment of any employee annual leave shall accrue, but no annual leave shall be taken during this period. Thereafter, employees shall accrue vacation leave credit at a monthly equivalent of the rates established below:

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned	Maximum Accrual
Less than one (1) year	80 hours	240 hours
One (1) through two (2)	96 hours	240 hours
Three (3) but less than seven (7)	120 hours	240 hours
Seven (7) but less than ten (10)	144 hours	240 hours
Ten (10) or more	168 hours	240 hours
Fifteen (15) or more.....	192 hours	240 hours

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

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

- 9.2 An employee will not be allowed to carry more than 240 hours vacation leave at any time during a calendar year, (January 1 through December 31). The employee will be required to take any leave amount over the maximum accrual within six (6) months the credited overage. If an employee, for whatever reason does not take their leave as required, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour in excess of the maximum accrual amount and the number of hours

paid shall be deducted from the employee's leave bank.

- 9.3 An employee shall be paid at his regular hourly rate for each hour of vacation leave time taken. Vacation leave shall be charged on the basis of one-quarter (1/4) hour for each one-quarter (1/4) hour or major portion of one-quarter (1/4) hour of vacation leave taken.
- 9.4 Vacation leave will be accrued monthly. Vacation leave taken during a pay period shall be charged before vacation leave earned during that pay period is credited.
- 9.5 Vacation leave shall not be granted in excess of the vacation credit earned, except under extenuating circumstances, and as approved by the Sheriff.
- 9.6 Upon separation from service for any cause, an employee shall be paid a lump sum for any unused or accumulated vacation leave earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation credit shall be prorated for that pay period.
- 9.7 If an employee dies and was entitled to accumulated vacation leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of interstate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid an amount of money equal to the number of hours earned or accrued vacation leave multiplied by the regular hourly rate of such employee.
- 9.8 Catastrophic Leave Bank

A catastrophic leave bank is hereby created which shall be comprised of annual and/or sick leave donated by any employee subject to the provisions of the agreement between Lander County and either the Lander County Law Enforcement Employees Association or the Lander County Sheriff's Association. Any such employee may irrevocably donate their accrued annual in a minimum of eight (8) hours or more and their accrued sick leave up to a maximum of twenty (20) hours per year to the catastrophic leave bank. The annual and/or sick leave shall be placed in the bank at a value determined by using the employee's regular hourly rate. An employee may donate annual leave to the catastrophic leave bank only if after doing so such employee would still have a minimum of forty (40) hours of annual leave after the donation. An employee may donate sick leave to the catastrophic leave bank only if after doing so such employee would still have a minimum of five hundred (500) hours of sick leave after the donation. An employee may donate annual and/or sick leave to the catastrophic leave bank once a year only during ~~either August~~ **January** 1st through ~~August~~ **January** 31st, or within thirty (30) days after the approval of an application for catastrophic leave. Annual and/or sick leave donated to the catastrophic leave bank may be used by any person entitled to catastrophic leave. The donating employee may not designate a specific employee for whom it was donated. Catastrophic leave will be paid to a qualifying employee at the rate at which they were earning immediately prior to the approval of the application for

catastrophic leave and is subject to any required taxes and other withholding as any other salary. During such time an employee is on catastrophic leave, such employee will accrue annual and sick leave at the rate at which they were accruing such leave immediately prior to their approval for receiving catastrophic leave.

The employee may submit an application for catastrophic leave on a form provided by the County anytime they have a need, or a foreseen need.

In order to qualify for the application of use of catastrophic leave, an employee submitting an application for leave on a form provided by the County will have to have exhausted all of their own sick, annual, and compensatory leave, have a serious medical condition that prevents the employee from performing the essential functions of the employee's position and have a written release from work **verification** from their treating physician.

A committee comprised of an individual appointed by and representing the Sheriff or his designee and one person appointed by and representing each Association will review each application and make a recommendation to the Sheriff or his designee who shall issue a decision either approving or denying the application. Prior to the approval of an application for catastrophic leave, **the applying employee must submit verification of a serious medical condition by a Nevada licensed medical doctor at the employee's expense.** any member of ~~the~~ The committee may require that the employee submitting the application to submit a **second** verification of the serious medical condition by a Nevada licensed medical doctor **of the County's choosing and** at County expense. An appeal of a denial by the Sheriff may be made by filing a written appeal with the Lander County Commission within five (5) working days of the date of the denial. The decision of the Lander County Commission is final and is not subject to the negotiated grievance procedure.

An employee approved to utilize catastrophic leave may receive up to sixty (60) days of catastrophic leave so long as the total amount of time for which they do not perform their employment duties does not exceed twelve (12) calendar weeks.

Catastrophic leave is restricted to the employee **only personally**. Catastrophic leave may not be utilized by an employee for the purposes of an illness or death of a member of the employee's immediate family.

At any time after the approval of an application for catastrophic leave, the Sheriff or his designee may review the status of the employee receiving catastrophic leave and may determine if the need for catastrophic leave has ended. A decision to terminate an employee's use of catastrophic leave may be appealed by filing a written appeal with the Lander County Commission within five (5) working days of the date of the decision to terminate the use of catastrophic leave. The decision of the Lander County Commission is final and is not subject to the negotiated grievance procedure.

Catastrophic leave denial/termination pending appeal shall not be cause for continuance

beyond the denial/termination date. Should the leave denial/termination decision be reversed by the County Commission, payment for such denied days shall be retroactive within the scope of this Article.

- 9.9 Employees shall provide the Sheriff with a minimum ten (10) working days written notice of their intent to terminate their employment. Upon receipt of written notice, the Sheriff, at his sole discretion, may;
- Elect to provide the employee with a severance of up to eighty (80) hours of pay at straight_time rates.
 - Sever the employee/employer relationship immediately, or at any date within those ten (10) working days, as determined by the Sheriff. The reflected termination date of the employee shall be the last date actually worked.
 - Early separation after proper notice, shall not under any circumstances reflect as negative in any way in the employee's personnel file.
- 9.10 Employees intending to retire shall provide written notice to the Sheriff upon submission of paperwork to the Public Employee Retirement System, or at a minimum, sixty (60) calendar days prior to their intended retirement date, whichever is greater.
- 9.11 Employees shall not be granted annual leave within ninety (90) calendar days of retirement or resignation/termination unless otherwise approved in writing by the Sheriff or Designee for extenuating circumstances as determined by the Sheriff.

ARTICLE 10: SICK & SHORT TERM DISABILITY LEAVE

- 10.1 Each employee in the service of the County for less than ten (10) years shall be credited with short term disability leave at the rate of 10 hours for each month of full-time service, which is cumulative from year to year.

Each employee in the service of the County for ten (10) or more continuous years of service shall be credited with short term disability leave at the rate of 12 hours for each month of full-time service, which is cumulative from year to year, to a maximum of seven hundred and twenty (720) hours.

- 10.2 An employee is entitled to use a maximum of five (5) days each six month period (July 1 – December 31 ; January 1 – June 30 of sick leave from the short term disability leave bank which does not carry forward to the next six (6) month period only:
1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
 2. When quarantined;

3. When receiving required medical or dental service or examination;
4. For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency requires the employee to remain at home with the child; or,
5. Upon illness in the employee's immediate family where such illness requires his/her attendance.
6. Short term disability leave debited in accordance with Section 10.3 of this article shall not be debited from sick leave in Section 10.2.

10.3 An employee is entitled to use accrued short term disability leave only:

1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
 - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods, or;
 - b. In excess of three (3) consecutive work periods, or;
2. When quarantined;
 - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods, or;
 - b. In excess of three (3) consecutive work periods; or,
3. When receiving required medical or dental service or examination;
 - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods, or;
 - b. In excess of three (3) consecutive work periods; or,
 - c. When the required medical or dental treatment requires the employee to travel a distance greater than 100 miles in any one direction. Travel distance and attendance certification is required using a County provided form.
4. For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency requires the employee to remain at home with the child;
 - a. When the employee provides written confirmation from the public agency of required attendance, regardless of the number of missed work periods, or;
 - b. In excess of three (3) consecutive work periods; or,
5. Upon illness in the employee's immediate family where such illness requires his/her

attendance;

- a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment of the immediate family member, regardless of the number of missed work periods, or;
- a. In excess of three (3) consecutive work periods; or,
- b. When the required medical or dental treatment requires the employee to travel a distance greater than 100 miles in any one direction. Travel distance and attendance certification is required using a County provided form.

In the event of a death in the employee's immediate family, he/she may use accrued short term disability leave not to exceed seven (7) days for each death

- 10.4 An employee requiring sick or short term disability leave must, if required, provide the Sheriff with evidence of such need. For absences in excess of three (3) consecutive work periods, or cases of apparent abuse, the Sheriff shall require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.
- 10.5 If any employee does not have adequate accrued sick or short term disability leave time, the Sheriff may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick or short term disability leave be granted in lieu of vacation time.
- 10.6 Sick and short term disability leave shall be charged on a one-quarterly hour basis for each one-quarter (1/4) hour or major portion of one-quarter hour (1/4) hour of sick and short term disability leave taken. Holidays occurring during sick and short term disability leave periods shall not be counted as sick and short term disability leave time and the employee will receive only the holiday pay for that period. Short term disability leave taken during a pay period shall be charged before short term disability leave earned that pay period is credited.
- 10.7 An employee separated from the service shall earn short term disability leave only through the last working day for which he/she is entitled to pay. ~~Upon death, retirement, permanent disability, or termination of an employee after five (5) years of full-time employment or its equivalent if the employee has not served as a full-time employee for reasons other than discharge for just cause, resignation without proper notice or job abandonment, an employee shall be compensated for total accrued short term disability leave at the rate of thirty five dollars (\$35.00) for every eight (8) hours of short term disability leave accrued to a maximum payment of three thousand one hundred fifty dollars (\$3,150) for a calculated ninety (90) hours.~~
- 10.8 As long as an employee is in a paid status, he/she shall earn short term disability and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn short term disability or vacation leave during the time he/she is on such leave.
- 10.9 As an incentive for employees to minimize their use of sick and short term disability leave, the County shall grant personal paid leave as indicated within the parameters of this article.

Personal paid leave shall be granted as follows:

1. Employees who use zero (0) hours to the hours that would equal two (2) full work periods of sick or short term disability leave as of the last full pay period in a calendar year shall receive one (1) full work period of personal paid leave credit at the end of the first full pay period following January.

2. Employees who use more than the hours that would equal two (2) full work periods of sick or short term disability leave but less than the hours that would equal three (3) full work periods of sick or short term disability leave as of the last full pay period in a calendar year shall receive one half (1/2) of one full work period of personal paid leave credit at the end of the first full pay period following January.

The personal leave must be used in the year in which it is credited and if not used will be forfeited. There will be no cash payment for personal leave that is not used. In order to receive this personal leave benefit, an employee must be in a paid status (either working or on paid leave) the entire calendar year.

- 10.10 County employees who have accrued in excess of seven hundred and twenty (720) hours of short term disability leave shall, in recognition of budget economy through keeping short term disability leave requests to a minimum, receive an additional twenty four (24) hours of annual leave for each multiple of forty (40) hours in excess of the seven hundred and twenty (720) hours maximum. For example, if an employee has accrued seven hundred sixty (760) hours short term disability leave, that employee shall receive twenty four (24) hours additional annual leave or vacation leave. However, his/her allowed maximum for short term disability leave shall be reduced to seven hundred and twenty (720) hours. Hours will automatically convert at seven hundred sixty (760) hours.
- 10.11 ~~Upon the death of an employee who dies as a result of line of duty action, as determined by the Sheriff, the employee's beneficiary shall receive payment for 100% of sick and short term disability leave accrued at the time of the employee's demise.~~

Upon the death of an employee who dies as a result of a line of duty action, as determined by the Sheriff, and was entitled to accumulated sick leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of interstate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid an amount of money equal to the number of hours earned or accrued Short Term Disability leave multiplied by the regular hourly rate of such employee.

- 10.12 Significant other shall be defined as; a person (not necessarily a spouse) with whom an employee cohabits and shares a long-term sexual relationship (greater than one (1)

continuous (1) year). The Sheriff may require documentable proof of such cohabitation or relationship.

- 10.13 Immediate family shall be defined as; an employee's spouse, parents (including step), grandparents, grandchildren, children (including step), brothers, sisters, aunts, uncles, nieces, nephews, children's spouse or corresponding relation by affinity, significant other and, if living in the employee's household, includes foster children and foster parents.

10.14 Nevada Public Employment Retirement System (PERS) options

Upon Nevada Public Employment Retirement System (PERS) retirement, or written notice of intent to retire from the Nevada PERS retirement, by an employee that has served a minimum of fifteen (15) years of continuous service with Lander County, the employee may apply for one (1) of the below benefit options. Notice of retirement documentation must be provided to the satisfaction of the County, including approval by Nevada PERS prior to the County processing any benefit application.

A. Purchase of Public Employee Retirement System credit;

The employee may request the County make a payment to Nevada PERS towards their Public Employee Retirement System retirement credit subject to the requirements under Nevada law and Nevada PERS Policy including but not limited to Section 6.11 (as amended) requirements and limitations.

The employee's Short Term Disability hours will be converted at the employee's regular hourly rate for every hour accrued in the employee's Short Term Disability leave bank up to a maximum calculated payment of sixteen thousand eight hundred dollars (\$16,800). The County will purchase Nevada PERS service credit for the retiree subject to the requirements of Nevada Law, Nevada PERS Policy and approval of Nevada PERS.

The employee shall provide a minimum of sixty (60) days written notice prior to retirement in order for the County to process the request and make payment to Nevada PERS on behalf of the retiree. Any disapproval by Nevada PERS eliminates this benefit option.

B. Establishment of Retirement Insurance Fund.

The employee may request the County establish a retirement medical insurance fund, held and managed by the County.

Subject to an approved Nevada PERS retirement, the employee's Short Term Disability hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Short Term Disability bank up to a maximum calculated credit of sixteen thousand eight hundred

dollars (\$16,800).

The purpose of the limited fund is to provide the employee with a limited timeframe of EMPLOYEE ONLY medical coverage or EMPLOYEE ONLY supplemental medical coverage after the employee retires from employment with Lander County. The employee may elect to remain on the County's Insurance plan, or seek outside insurance coverage.

If the employee elects to remain on the County insurance plan, the corresponding payment for such plan shall be deducted from the established fund on a monthly basis.

If the employee elects to obtain outside insurance coverage, the County will reimburse the retiree for the monthly premium. The retiree must submit documentation, to the County's satisfaction, of a paid in full monthly premium prior to reimbursement by the County. The County will not make direct payments outside their selected insurance carrier.

Once the retiree's calculated credit in the fund is expended, the retiree's fund account will be closed and no further payment will be provided. Any funds not expended at the time of the retiree's death or upon the fifteenth (15) year after the employee's retirement from Lander County will revert to the County General Fund. The retiree's account will be closed and the benefit will no longer be available.

C. Leave buyout

The employee may request a leave buyout.

Subject to an approved Nevada PERS retirement, the employee's Short Term Disability hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Short Term Disability bank up to a maximum calculated credit of five thousand dollars (\$5000). The retiree shall receive the leave buyout check within 15 days following their last date worked with Lander County and verification of retirement in the Nevada PERS System. Under any of this option, the employee/retiree remains solely liable for any required taxes or deductions. This option is not subject to the provisions of Section D.

D. Under either option A or B, the employee/retiree remains solely liable for any required taxes or deductions. In the event the employee/retiree or Nevada PERS rescinds the employee's/retiree's retirement and/or the employee/retiree remains employed with Lander County or any other Nevada public employer, or re-enters the Nevada Public Employee

Retirement System, for any reason, the employee/retiree must repay any amount the County paid based on this section, and the employee/retiree is no longer eligible for the benefits of this section. Any unused funds revert to the County's General Fund. If Lander County is required to commence litigation to recover said monies, then the employee/retiree agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 11: JOB CONNECTED INJURIES

- 11.1 In the event an employee is absent due to a service-connected disability which has been approved by the County's Claims Administrator, for a period not to exceed ninety (90) calendar days, the employee may receive compensation as determined by the County's Claims Administrator plus that amount from the County which would cause the total amount received by the employee from both the County's Claims Administrator and the County to equal his/her salary at the time of his/her disability. During this period, the employee shall not be charged with the use of accrued sick or short term disability leave, annual leave or other forms of leave. The County Commission may authorize extension of the ninety (90) calendar day full compensation provision in cases of medical need.
- 11.2 It is the intent of the County to pay the on-the-job injured employee the difference between his/her full bi-monthly base salary and that provided by the County's Claims Administrator. Therefore, the employee shall return to the County Treasurer all temporary total disability payments made by the County's Claims Administrator covering the period enumerated in Section 11.1 of this Article. No supplemental benefit provided for in Section 11.1 shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer.

Upon the expiration of ninety (90) calendar days and any authorized extensions subsequent to on-the-job injury, if the employee is still unable to work, he or she may elect to utilize accrued short term disability leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statutes.

- 11.3 When accrued short term disability leave have expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave as short term disability leave. Subsequent to the expiration of the employee's short term disability and vacation leave, provided the employee has so elected to use his/her sick, short term disability and vacation leave, the employee shall receive compensation checks directly from the County's Claims Administrator and he/she shall be considered on a leave of absence without pay from the County.

ARTICLE 12: OVERTIME, CALL-IN AND STANDBY PAY

- 12.1 Bargaining Unit A: Overtime shall be any hours worked in excess of 84 hours in a fourteen (14) day work period (207 K Exemption). Hours worked shall not include vacation, sick leave, short term disability leave, compensatory time off or other unworked paid/unpaid time off.

Hours worked shall not include unworked holidays unless the following circumstances apply;

- The employee would normally be scheduled for work if it were not a holiday; and,
- By order of the sheriff, the employee was given the holiday off.

Bargaining Unit B: Overtime shall be any hours worked in excess of 40 hours in a seven (7) day work period. Hours worked shall not include vacation, sick leave, short term disability leave, compensatory time off or other unworked paid/unpaid time off.

Hours worked shall not include unworked holidays unless the following circumstances apply;

- The employee would normally be scheduled for work if it were not a holiday; and,
- By order of the sheriff, the employee was given the holiday off.

- 12.2 It is the policy of the County that overtime shall be kept to an absolute minimum consistent with the basic functions and purposes of the Sheriff's Office.

- 12.3 Except as provided in Section 12.7, overtime pay for ~~law enforcement personnel~~ employees shall be calculated at one and one-half (1-1/2) times the employee's regular, straight time hourly rate for each hour or major fraction thereof, worked.

- 12.4 All overtime must have advance authorization of the Sheriff or his designee, except when, due to an emergency, the Sheriff's or his designee's approval cannot be obtained and it appears to the supervisor of the employee that such overtime is necessary.

- 12.5 An employee shall be compensated for overtime work in the following manner:

Cash payment computed at the rates established above or employees may choose to accrue compensatory time shall be accumulated at the same rate as overtime is paid. Employees may accumulate a maximum number of hours of compensatory time to equal eighty (80) hours, limited in use for one event to not more than forty (40) hours, unless approved by the Sheriff.

Compensatory time earned must be taken within the calendar month earned. If, for whatever reason, the employee does not take their compensatory time as required, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour of leave and the number of hours paid shall be deducted from the employee's leave bank.

In order to compensate employee's that currently carry compensatory time in the bank, effective July 1, 2011, all compensatory bank time shall be converted to pay at the employee's July 1, 2011 wages. Each employee shall be paid out and receive a separate check prior to July 30, 2011. The number of hours paid shall be deducted from the employee's leave bank.

- 12.6 Call-in: Any employee, who is called in to duty during a time when the employee is not regularly scheduled to work, shall be paid at the rate of one and one-half (1-1/2) times for each hour so spent, ~~in~~ on duty. Overtime pursuant to this section is not subject to Section 12.1.

** (PERS Rule): Employees hired after July 1, 2008: If called into work within one (1) hour before the beginning of their shift or within one (1) hour of their shift ending, it shall not be call-in and will adhere to Article 12.1 requirements for qualifying overtime.

Call-in is defined as notification, either verbal or written, to the employee that they are needed for work within 36 hours of notification. (**PERS Rule exception)

Call-in shall be a minimum of two (2) hours unless the employee's regularly scheduled workday begins within one (1) hour of the Call-in; in which case, the employee will be paid call-in for the actual time prior to the beginning of the employee's regularly scheduled shift as calculated to the nearest one-quarter (1/4) hour. (**PERS Rule exception)

If an employee is called in and then released within the two (2) hour minimum timeframe, and then called in again within the same two (2) hour timeframe, the employee is not entitled to a second minimum call-in. (For example, if an employee is called in at 0100 hours, released at 0130 hours and then called in again at 0200 hours, the employee is not entitled to another minimum two (2) hour call in). The employee shall receive the continued call-in rate for time after the initial two (2) hour timeframe, i.e. starting at 0300 hours.

- 12.7 Standby Time: Standby time is defined as any time other than time when the employee is actually working, which has been specifically scheduled and directed by the Sheriff or his designee during which the employee is restricted in order to be immediately available for call to duty. Standby time does not include any time where an employee carries a pager, radio, pda or cellular telephone to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one third (1/3) hour pay at the regular hourly rate for each one hour period of standby.
- 12.8 It is the intent of the County that all overtime worked and recorded on time cards shall be paid on the paycheck issued for the pay period during which such overtime was worked.
- 12.9 Employees scheduled for overtime during the same pay period (Bargaining Unit A or during the 7 day work period for Bargaining Unit B) as vacation time used may flex their regular day(s) off (or portions thereof) to cover the annual and compensatory leave on an hour for

hour basis. In the event an employee's annual leave accrual is 200 hours or more, the employee may not flex annual leave.

ARTICLE 13: SENIORITY

- 13.1 Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This section shall refer to regular employees as heretofore defined.
- 13.2 Seniority by qualifications shall be a principal consideration in cases of layoffs, demotions, and recalls. The County shall give written notice thirty (30) days prior to an employee's layoff or demotion. A County wide re-employment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other re-employment or employment lists in the event of rehiring. If the employee refuses an offer of re-employment in the same classification wage and hours, the employee shall be removed from the list. A regular full-time employee that has been offered a part-time position may refuse that offer and remain on the recall list. A regular full-time employee that has been offered and accepts a part-time position shall remain on the recall list for a regular full time position as outlined in this section.
- 13.3 On re-employment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification, wage hours held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification and wage that is most nearly comparable to the employee's original classification and wage as is possible under the circumstances.
- 13.4 Upon re-employment, the salary shall be set pursuant to the Compensation Article of this Agreement.
- 13.5 If a recalled employee is incapable of completing his re-employment from layoff probationary period, the County may extend said employee's probationary period or return said employee to layoff with recall rights status.

ARTICLE 14: MEDICAL EXAMINATIONS

- 14.1 The County agrees to provide medical examinations required by N.R.S. Chapter 616 and 617 for sworn/law enforcement personnel (Bargaining Unit A).

ARTICLE 15: COMPENSATION

15.1 The following salary schedules are established to Deputy Sheriff, Administrative Assistant, Animal Control Officer, Food Services and Communication Officer effective the first full pay period following July 1, 2016

FY 2013: — Adjust wage rates according to charts below effective first full pay period following June 30, 2013.

FY 2014: — 4.0% increase to current salary table effective first full pay period following June 30, 2014.

FY 2015: — 4.0% increase to current salary table effective first full pay period following June 30, 2015.

PERS: County pays County and employee portions of July 1, 2013 Public Employees Retirement System (PERS) increase — 2.0% for non-sworn and 0.75% for sworn. If there is an additional Public Employees Retirement System (PERS) increase in excess of 2% during the term of this Agreement (July 1, 2013 — June 30, 2016) this contract will be automatically reopened.

FY 2017: Increase current wage levels in effect June 30, 2016 by 2.0% effective first full pay period following July 1, 2016.

FY 2018: Increase current wage levels in effect June 30, 2017 by 2.0% effective first full pay period following July 1, 2017.

FY 2019: Increase current wage levels in effect June 30, 2018 by 2.0% effective first full pay period following July 1, 2018.

PERS: Increases in PERS contribution rates during the term of this Agreement will be paid in accordance with the requirements of NRS 286.421.

See salary table attached as Appendix A

Bargaining Unit A (Sworn Peace Officers – Non-Supervisory)

Deputy Sheriff

Level 1	Entry w/o Category 1 or III Nevada Post:
Level 2	Probationary w/Category I or III Nevada POST Certificate or completion of probation and Category III Nevada POST Certificate:
Level 3	Category 1 Nevada POST Certificate (Basic) and

Completion of probationary period as determined by the Sheriff;

Level 4 Intermediate Nevada POST Certificate plus ~~3~~ **five (5)** years of continuous service as Category I; **OR seven (7) years of continuous service as a Category I AND three hundred (300) hours of training as approved by the Sheriff;**

Level 5 Advanced Nevada POST Certificate plus ~~5~~ **six (6)** years continuous service as Category I; **OR ten (10) years of continuous service as a Category I AND five hundred (500) hours of training as approved by the Sheriff.**

New hires from outside the Department with Nevada Category 1 service with another Nevada law enforcement agency with an Intermediate or Advanced Nevada POST Certificate may satisfy the above 3 and 5 years of service requirement subject to being paid one level below the level the new hire is qualified for during the probationary period.

Bargaining Unit B (Non-Sworn Sheriff's Employees – Non-Supervisory)

Animal Control Officer

Level 1 Entry level on probationary;

Level 2 Completion of probationary period, or one (1) year of Service as an Animal Control Officer if transferred from another Sheriff's Office classification and certification as a Nevada Veterinary Board Euthanasia Technician and fifty (50) hours of training excluding Euthanasia Technician, FTO or on the job training;

Level 3 Four (4) years of **continuous** service as an Animal Control Officer and an additional ~~two hundred (200)~~ **one hundred (100)** hours of training (~~Two Hundred fifty (250)~~ **One hundred fifty (150)** total hours excluding FTO or on the job training);

Level 4 Eight (8) years of **continuous** service as an Animal Control Officer and an additional ~~three hundred (300)~~ **two hundred (200)** hours of training. (~~Five hundred fifty (550)~~ **Three hundred fifty (350)** total hours excluding FTO or on the job training.

Administrative Assistant

- Level 1 Entry or probationary;
- Level 2 Completion of probationary period, or one (1) year of service as an Administrative Assistant if transferred from another Sheriff's Office classification and fifty (50) hours of training excluding FTO or on the job Training;
- Level 3 Four (4) years of **continuous** service as an Administrative Assistant and an additional ~~two hundred (200)~~ **one hundred (100)** hours of training (~~Two Hundred fifty (250)~~ **One hundred fifty (150)** total hours excluding FTO or on the job training);
- Level 4 Eight (8) years of **continuous** service as an Administrative Assistant and an additional ~~three hundred (300)~~ **two hundred (200)** hours of training. (~~Five hundred fifty (550)~~ **Three hundred fifty (350)** total hours excluding FTO or on the job training.

Food Service

- Level 1 Entry of probationary;
- Level 2 Completion of probationary period, or one (1) year of Service as a Food Service Director if transferred from another Sheriff's Office classification and fifty (50) Hours of training excluding FTO or on the job training;
- Level 3 Four (4) years of **continuous** service as a Food Service and an additional ~~two hundred (200)~~ **one hundred (100)** hours of training. (~~Two Hundred fifty (250)~~ **One hundred fifty (150)** total hours excluding FTO or on the job training;
- Level 4 Eight (8) hears of **continuous** service as an Administrative Assistant and an additional ~~three hundred (300)~~ **two hundred (200)** hours of training. (~~Five hundred fifty (550)~~ **Three hundred fifty (350)** total hours excluding FTO or on the job training.

Communication Officer

- Level 1 Entry or probationary;

Level 2	Completion of probationary period of one (1) year of service as a Communications Officer if transferred from another Sheriff's Office classification and an additional fifty (50) hours of training excluding FTO training;
Level 3	<u>Three (3) years of continuous service as a Communications Officer and an additional 200 one hundred (100) hours training (250). One Hundred Fifty (150) total hours excluding FTO;</u>
Level 4	<u>Six (6) years of continuous service as a Communications Officer and an additional 300 two hundred (200) hours training. Three hundred fifty (350) (550) total hours excluding FTO.</u>

~~Note: Deputy A. Stephens will receive a 1.5% increase to her June 30, 2011 and 2012 hourly rate. Future level increases subject to terms and conditions of Level 1, 2, 3, 4 (above).~~

New hires from outside the Department with Nevada Category 3 service with another Nevada law enforcement agency with an appropriate amount of accepted training may satisfy the above 3 and 5 years of service requirement subject to being paid one level below the level the new hire is qualified for during the probationary period.

Sheriff has final determination of past qualified training hours and courses. Future training hours and courses must have advance written approval by the Sheriff.

15.2 New Employees With Special Qualifications

Any new employee who at the time of employment possesses the qualifications for an advanced level shall be employed in probationary status but shall be paid at one level below qualifications during probation.

15.3 Availability of Certain Training Guaranteed

County guarantees availability of 24 hours of training per year for each category of employment, POST-certified and non-certified. Except where mandated for POST certification or continuing certification, such training shall not be mandatory and employees shall not be paid for attending such training.

Applicable Training

The training listed herein is examples of authorized training ~~copies~~ courses. Specific courses and

training must be reviewed and approved in writing by the Sheriff or their designee for them to be applicable toward satisfying the education requirements of the Level increase. The Sheriff or Designee will make a reasonable effort to ensure that training is available.

COMMUNICATION OFFICER

Any Certified Course through the National Communications Institute
Any Certified Course through Power phone
Any Certified Course through APCO International
CPR Certification
Emergency Medical Dispatcher
Emergency Medical Technician I / II / P
Pre-Approved Field Training Officer /Communication Training Officer
First Aid Certification
First Responder Certification
Instructor Development
Report Writing
Sexual Harassment Training
Cultural Awareness Training
Public Relations Training
HAZMAT Training
NCIC/NCJIS
Terrorism Training
RMIN Specific Training
Domestic Violence
ICS / NIMS
Caliber Press Street Survival
Vesta System Training
Radio System Training
Suicide Intervention
Fire System Training
Dealing with Difficult People
Pre-approved Computer Training Specific to Dispatching
Pre-Approved College Courses
Stress Management Training
Bloodborne Pathogens
Community Policing
Effective courtroom Testimony
Interview Techniques
Civil Liabilities
Document Identification and Deception
Post-Secondary class in Psychology
Post-Secondary class in Sociology
Post-Secondary class in Languages

Post-Secondary class in Speech
Post-Secondary class in English (above 101)

ANIMAL CONTROL

Animal Diseases/Zoonosis/Basic Clean
Animal Identification
Animal Injury Identification and First Aid
Basic Investigation
Basic Law Overview (Constitutional Law/Civil Liability)
Capture Techniques
Case Report/Evidence Collection/Citation Preparation
Crises Intervention/Officer Safety
Companion Animal Behavior
Courteous Presentation and Testimony
Ethics and Professionalism
Euthanasia Overview
Rabies/Quarantine Issues
Shelter Operations
Animal Cruelty Investigations (Companion/Exotic/Agriculture)
Blood Sports (Dog and Cock Fighting)
Crime Scene Photographs
Handling of Exotic, Wildlife and Agricultural Animals
Media Relations
Methamphetamine Identification and Animal Decontamination
Officer Safety 9Defensive Tactics (Classroom and Practical)
Public Speaking
Search and Seizure
Stress Management/Compassion Fatigue
Commercial Investigations – Pet Stores/Exhibits/Working Animals
Advances Evident Collection
Interview and Interrogation
Mass Animal Impoundment
Emergency Animal Sheltering
Animal Hoarding
Agricultural Cruelty Investigations
Breeders and Puppy Mills
Chemical Immunizations

Administrative Assistant

Business Etiquette Training
Communication Training
Creativity and Critical Thinking Training

Cross Cultural Communication Training
Customer Service Training
Diversity Training
Human Resources Training
Leadership Training and Management Training
Records Management Training
Evidence Room Management Training
Presentation Skills Training
Productivity Training
Time Management Training
Writing Training

Food Services

Communication Training
Creativity and Critical Thinking Training
Cross Cultural Communication Training
Customer Service Training
Diversity Training
Leadership Training
Records Management Training
Productivity Training
Time Management Training
Writing Training

15.4 Mandatory Training

All hours physically spent in training required by the County will be paid at the employee's regular hourly rate unless Article 12 applies.

15.5 Incentive Pay

To compensate those employees that have obtained and frequently utilize specialized training/skills and those employees in specialized assignments, the County shall compensate employees as outlined in this section. This section excludes assignments covered under 15.9 and 15.10 of this Article.

The Sheriff has final determination on what specialized training, skills and/or assignments qualify for Special Duty Bonuses. The Sheriff may limit the number of individuals that qualify for specific Special Duty Bonuses. The Sheriff's decision may not be appealed or arbitrated.

A bonus in the amount of \$2,000 will be paid to each authorized and qualified Field Training Officer employee. Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

These Special Duty Bonuses may be accumulative for multiple qualifications as designated and authorized by the Sheriff for a maximum of \$4,000 annually.

All accumulated bonuses shall be divided equally and be paid bi-annually on the first full pay period in January and July.

Special Duty Bonuses are limited to available funds budgeted by the County for such bonuses.

Bilingual Special Bonus

Bilingual incentive pay is paid to employees certified by the Sheriff or Designee as proficient and bilingual in Spanish for the duration of the employee's certification. This incentive is limited to 6 (six) employees agency wide. A bonus in the amount of \$2,000 will be paid to each qualified employee (maximum six (6) agency-wide). Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

15.6 Physical Fitness Bonus

Bargaining Unit A employees will receive a \$250.00 bonus semi-annually (June and December) for successfully completing the Nevada Physical Ability Test as established by Nevada POST and as scheduled and administered by the Lander County Sheriff or designee. Employees will be required to test prior to each semi-annual payment.

15.7 Educational Bonus

Lander County values continued training and education. The Educational Bonus is intended to encourage permanent, full-time employees to obtain college level graduate and post-graduate degrees that bear a reasonable and rational relationship to the job classification held by the employee as determined in the sole discretion of the Sheriff or Designee. Degrees subject to approval for this incentive are limited to those from a University approved study course aimed at baccalaureate or graduate level degrees. Application of this incentive and the determination of whether the University is a properly accredited institution of higher learning are within the sole discretion of the Sheriff or Designee.

Employees who meet the criteria set forth in this section and upon approval of the Sheriff or Designee are eligible for an Educational Bonus as follows:

Employees hired prior to July 1, 2016 and that meet the criteria set forth shall be eligible beginning June 2017 for this bonus each year. The bonus will be paid annually on or before June 30 of each year.

Employees hired on or after July 1, 2016 and that meet the criteria set forth shall be eligible for this bonus on a one time basis upon completion of probation. The bonus will be paid on or before June 30 of the year approved.

- Associate Degree: \$2,000;
- Bachelor's Degree: \$3,000;
- Master or Higher Degree; \$4,500

~~Payment will be divided equally and paid bi-annually on the first full pay period in January and July.~~

This Bonus shall not be accumulative between degree levels. Only one educational bonus may apply (highest) to each employee regardless of number of degrees.

Educational Bonuses are limited to available funds budgeted by the County for such bonuses.

15.8 Moving and Relocating Reimbursement

To assist newly hired uniformed employees in relocating for employment and existing uniformed employees in relocating for permanent duty assignments, the County upon written request by the employee, will provide the following bonus;

Newly hired uniformed employees required to relocate between 50 and 250 miles from their primary place of residence at the time of employment offer may be eligible for reimbursement of moving expenses up to \$500.00. Newly hired employees required to relocate in excess of 250 miles from their primary place of residence at the time of employment offer may be eligible for reimbursement of moving expenses up to \$1000.00.

Existing permanent, uniformed fulltime employees that are required to transfer from one permanent duty station to another and which requires a change in primary permanent residence may receive reimbursement of moving expenses up to \$500.00. Voluntary transfers and requested transfers are ineligible for reimbursement.

In the event the newly hired uniformed, fulltime employee's employment is terminated for any reason within thirty six (36) months of actual first date of employment, the reimbursement payment total shall be prorated and the remainder of the months equaling thirty six (36) months from the actual first date of employment. The calculated sum shall be reimbursed to the County from the employee's final paycheck.

In the event the existing permanent, uniformed fulltime employee's employment is terminated for any reason within twenty four (24) months of relocation, the reimbursement payment total shall be prorated and the remainder of the months equaling twenty four (24) months from the actual date of the change in permanent duty station. The calculated sum shall be reimbursed to the County from the employee's final paycheck.

In the event the existing permanent, uniformed fulltime relocated employee's permanent duty station is changed within twenty four (24) months of relocation, at the employee's request, the reimbursement payment total shall be prorated and the remainder of the months equaling twenty four

(24) months from the actual date of the change in permanent duty station shall be repaid to the County in no more than six (6) equal payments. In the event the relocated employee's permanent duty station is changed by order of the Agency within twenty four (24) months or relocation, repayment of moving expenses shall be waived.

If the employee's final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than one hundred twenty (120) calendar days after the effective date of the employee's termination.

If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

For the purpose of this section, a permanent duty station is defined as one that the employee will be stationed in and actively working for a minimum period of twenty four (24) months.

This bonus shall not be doubled in the event two employees are married and are hired or relocated at the same time.

The Sheriff or Designee shall determine what is eligible as reimbursable expenses. The Sheriff has the final determination regarding this bonus. The Sheriff's decision is not subject to the contractual grievance and arbitration processes.

Moving and Relocating Reimbursement expenses are limited to available funds budgeted by the County for such reimbursement.

15.9 Canine Handler Stipend

The County realizes the sacrifice and commitment a canine handler accepts when assigned in a canine team. Those deputies assigned as canine handlers will receive a K-9 stipend in the amount of \$3,000 annually. Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

This stipend is to compensate the handler as incentive pay and for time related to the normal off duty day-to-day care of the canine.

In the event the employee becomes unable or unwilling to perform their assigned duties as a handler, the stipend will be prorated and the remaining advanced months will be reimbursed to the County within ninety (90) days.

15.10 Detective/Investigator Stipend

This stipend is to compensate the employee as incentive pay for assignment as a Detective/Investigator.

Those employees assigned to perform duties as Detectives or Investigators shall receive a flat rate stipend of \$2.00 for each hour worked. This flat rate does not change based on wage or overtime rate of the employee.

The Sheriff has the sole discretion in determining what assignment qualifies for this stipend.

15.11 Repayment

For payments in this section that are paid in advance. In the event the employee's employment is ended for any reason within the advance payment time frame of Bonuses, the advance payment shall be prorated. The balance of the months shall be reimbursed to the County from the employee's final paycheck. If the employee's final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than 90 calendar days after the effective date of the employee's end of employment. If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 16: MEDICAL PLAN

16.1 Employees hired prior to July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Medical Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee and 50% of eligible dependent coverage in same plan. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

Employees hired after July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Medical Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee. Dependent coverage will be paid 100% by employee. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

ARTICLE 17: UNIFORM ALLOWANCE

17.1 The County shall pay to every uniformed employee a uniform allowance, to be paid bi-annually during the first pay period in January and July as follows:

~~\$600.00~~ **650.00**- Uniformed (Bargaining Unit A)
~~\$175.00~~ – Dispatcher (Bargaining Unit B)
~~\$270.00~~ **300.00** – Animal Control (Bargaining Unit B)

The uniform allowance payment shall be paid in a separate check **and combined with all other bonus payouts in a single check** and not with the employee's paycheck.

Lander County will contribute up to a maximum of \$250.00 toward the initial purchase of the initial issue bike helmet and nylon belt which initial issue shall be County property. Repair, maintenance and replacement of this equipment is solely the officer's responsibility.

To assist newly hired uniformed employees in the purchasing of required equipment and uniform items for duty, newly hired uniformed employees may, upon written request, receive an advance payment of uniform allowance. This payment shall be up to the equivalent of one (1) year of uniform allowance. Advance payment shall be made in a separate check issued by the County on the first pay period following the newly hired employee's date of hire. Upon completion of one (1) year employment, employee will be prorated the monthly allowance on the next bi-annual payment date to coincide with current employees bi-annual schedule. Example: employee hired April 1 of current year, will be paid nine (9) months of uniform allowance on July 1 of the following year.

~~In the event the employee's employment is ended for any reason within the advance payment time frame of Uniform Allowance, the advance payment shall be prorated. The balance of the unused months shall be reimbursed to the County from the employee's final paycheck. In the event the employee's final paycheck is not sufficient to cover the reimbursement, the unused months become a debit to the County and subject to the collections and garnishment process.~~

In the event the employee's employment is ended for any reason within the advance payment time frame of Uniform Allowance, the advance payment shall be prorated. The balance of the months shall be reimbursed to the County from the employee's final paycheck. If the employee's final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than 90 calendar days after the effective date of the employee's end of employment. If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

- 17.2 The safety and security of Lander County's ~~Peace Officers~~ **employees** are of utmost concern. To this end, Lander County agrees to purchase or supply each ~~sworn officer~~ **Peace Officer and Animal Control Officer** a custom fit bullet/stab resistant vest based on the following criteria;

- a. The cost to the County for each vest will not exceed ~~\$750~~**900.00**. Employees may opt to obtain a higher cost vest, but the employee must contribute the difference either directly or through payroll deduction to the County.
- b. If a payroll deduction is authorized by the employee, the County will cover the upfront cost of the overage so the employee has no out of pocket expense.
- c. Only one (1) vest may be purchased during each five years of continuous employment as a sworn officer with Lander County unless the previous purchased vest indicated a shorter expiration period and the employee obtained a written waiver from the Sheriff prior to purchase. Expiration period requirements are the sole responsibility of the employee prior to the purchase of the vest.
- d. Any vest purchased must meet National Institute of Justice Standards for a Level ~~H~~**IIIA** vest or higher.
- e. Each vest purchased in accordance with this Article shall remain the property of Lander County until the expiration of the vest regardless of any contribution to the total cost by the employee.
- f. The County shall not be required under any circumstances to reimburse any employee for any portion of personal funds that the employee contributed towards the total cost of the vest.
- g. Upon an employee's separation from a sworn position for whatever reason, the County will relinquish ownership of the vest to the employee and the cost of the vest will be prorated based on the vest's expiration and County's actual contribution. The prorated amount will become a debit to the County by the employee and shall be reimbursed to the County from the employee's final check.
- h. If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.
- i. The Sheriff has the sole discretion to waive any or all the requirements and restrictions of the Article section. The Sheriff's decision is final and not subject to appeal or arbitration.

17.3 **In the event the employee's final paycheck is not sufficient to cover the reimbursement, the unused months become a debit to the County and subject to the collections and garnishment process.** If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 18: TUITION REIMBURSEMENT

18.1 Purpose:

The Tuition Reimbursement Program is intended to encourage permanent, full-time employees to enroll in college level graduate and post-graduate courses and/or study majors that bear a reasonable and rational relationship to the job classification held by the employee at the time of such enrollment as determined in the sole discretion of the Sheriff or designee.

Courses subject to approval for reimbursement are limited to those in a University approved study course aimed at matriculation of a baccalaureate or graduate level degree. Enrollment in the program and the determination of whether the University is a properly accredited institution of higher learning is within the sole discretion of the Sheriff or designee.

18.2 Eligibility:

Permanent, full-time employees in the classified service shall be considered eligible to participate in this program after completing eighteen months of satisfactory county service. Employees eligible for educational reimbursement from federal or state governments shall exhaust all such benefits before being eligible for tuition reimbursement pursuant to this program. Employees may not receive tuition reimbursement under both the Lander County Policies and Procedures and this program.

Additional eligibility requirements for participation in the Tuition Reimbursement Program include:

1. No tuition reimbursement shall be advanced. Reimbursement is contingent upon successful completion of this class as described herein;
2. No employee shall be reimbursed more than \$2,000 per fiscal year or \$10,000 during the employee's cumulative employment with Lander County;
3. Tuition shall be reimbursed in an amount not to exceed the per unit tuition charged by the Great Basin College System for classes comparable in content to that in which the employee has enrolled or intends to enroll. If the Great Basin College System does not offer a comparable class, then the Sheriff shall make the final determination as to whether or not reimbursement shall be provided, but in no case shall said reimbursement exceed the per unit Great Basin College tuition fee;
4. The precise amount of tuition reimbursement shall be based upon all criteria stated herein, including the grade received by the employee in the class(es) for which reimbursement is sought. If an employee receives a "B" or higher (or its numerical equivalent), then the employee shall be eligible for 100% tuition reimbursement as described above. If the employee receives a grade of "C" (or its numerical equivalent), then the employee shall be eligible for 50% tuition reimbursement as described herein. Courses in which the employee receives a grade lower than a "C" (or its numerical equivalent) will not be reimbursed;
5. Tuition reimbursement is contingent upon employee's submission to the Sheriff of official college transcripts or comparable documentation acceptable to the Sheriff, which verify the employee's grade(s).
6. An employee seeking tuition reimbursement for eligible class(es) shall submit the

official transcript documentation to the Sheriff in conjunction with a Lander County provided form for said use. The Sheriff shall cause any necessary investigation to be conducted in order to verify the employee's eligibility for tuition reimbursement. The decision of the Sheriff shall be final and binding and is not subject to grievance or judicial appeal.

7. Education under this program is voluntary and is not considered hours worked and any travel expense or expense for books, etc. is not subject to reimbursement under this program.

18.3 Voluntary Resignation:

In the event that an employee voluntarily resigns from County employment one year or less from the date that the tuition reimbursement is approved by the Sheriff, then the employee's final paycheck shall reflect a deduction equivalent to the amount of tuition reimbursement paid within the previous fiscal year. If the employee's final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than 90 calendar days after the effective date of the employee's voluntary resignation. If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 19: COURT APPEARANCES

- 19.1 Employees subpoenaed to appear during their normal working hours, as a witness in a proceeding connected with their official duties, and who are not a party in such proceeding, shall receive their regular pay, providing that all witness fees are applied for and returned to the department. Employees shall return to work when excused.
- 19.2 Any employee required to appear during an off-duty period, as provided above, will be paid in accordance with Articles 12 and 15 of this agreement providing that all witness fees are applied for and returned to the department. Employees shall make every effort to keep any overtime to a minimum.
- 19.3 Any employee required to appear, as provided above, shall retain any mileage fee and other per diem paid in connection with such appearance, unless the employee is provided with a County vehicle to travel to and from such proceedings and/or other per diem, in which case, any such County covered expenses shall be applied for and returned to the department.

ARTICLE 20: SHIFT DIFFERENTIAL

- 20.1 All shift work performed between the hours of 6:00 p.m. and 6:00 a.m. shall be considered

night work. Payment for night work, in addition to regular compensation, shall be made at the rate of ~~one dollar twenty five (\$1.25)~~ **one dollar fifty (\$1.50)** per hour for those hours worked between 6:00 p.m. and 6:00 a.m., except as provided herein. If an employee works a shift of which at least fifty per cent (50%) of the hours are between 6:00 p.m. and 6:00 a.m., the employee shall be paid the differential. In any event, the employee's qualifying shift must be a minimum of four (4) hours in length before shift differential pay may apply.

No night shift differential shall be paid for overtime worked at either the beginning or the end of a shift unless the regular shift hours (minimum of four (4) hours) qualify for the night shift differential.

- 20.2 It is the intent of the County that the shift differential premium shall be paid in and for the same pay period in which it is worked.
- 20.3 No shift differential shall be paid for call-in time unless the call-in is immediately preceding regular scheduled shift hours (minimum 4) qualify for the night shift differential.

ARTICLE 21: DUES DEDUCTION

- 21.1 The County shall deduct dues from the salaries of Association members and pay over to the proper officers of the Association, the money so collected. Provided, however, that no deductions shall be made except in accordance with a deduction authorization form, individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any Association restrictions on the employee's right to terminate his/her dues deduction authorization.
- 21.2 The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and other forms of liability which shall arise out of or by reason of action taken or not taken by the County at the request of the Association under the provisions of Section 21.1, above.
- 21.3 The Association shall certify to the County in writing, the current rate of membership 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.
- 21.4 The County will continue to honor existing dues deduction authorizations currently on file.

ARTICLE 22: USE OF COUNTY FACILITIES

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

or buildings are available, under the following conditions:

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

ARTICLE 23: REMOTE DEPUTY PAY

- 23.1 In consideration for being permanently stationed in the remote areas of Austin and Kingston, permanent fulltime employees shall receive a bonus. A bonus in the amount of ~~\$3,500~~ **six thousand (\$6,000)** will be paid to each authorized and qualified employee. Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

For the purpose of this section, a permanent duty station is defined as one that the employee will be stationed in and actively working for a minimum period of ~~twenty-four (24)~~ **twelve (12)** months.

In the event an employee's permanent duty station is changed in the six month period after payment of this bonus, the bonus payment total shall be prorated and the remainder of the months equaling six (6) months from the actual date of payment shall be repaid to the County in no more than six (6) equal payments. In the event the employee's permanent duty station is changed by the Agency, this repayment provision may be waived by the Sheriff.

If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 24: AMENDING PROCEDURE

- 24.1 If either party desires to modify or change this Agreement, it shall, not later than February 1 of any year, give written notice to the other party of amendment, except that no amendments or modifications to this Agreement shall be made except by mutual agreement of the parties or through the provision of Article 27 herein (Savings Clause). Any amendment, whether a proposed amendment or an alternative to a proposed amendment that may be mutually agreed upon or awarded pursuant to the provision of Chapter 288 of the N.R.S., shall become and be part of this Agreement. Any amendments that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 25: DISCHARGE AND DISCIPLINARY ACTION

- 25.1 The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion or discharge. Only suspensions without pay, exceeding three (3) days, involuntary demotion or discharge may be grieved to step (4) (arbitration). Grievances do not postpone disciplinary action.
- 25.2 The County shall have the right to discharge or discipline any employee for cause, but in determining discipline, the County shall not transfer or reassign any employee for disciplinary purposes. The term cause shall include, but not be limited to the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports; recording on another employees time card; failure to properly record time; performance of work below required standards; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; theft; destroying or willfully damaging the property of another employee or the County; acceptance of a bribe from citizens, vendors, suppliers or others; misuse of County funds; the use or being under the influence of drugs or alcoholic beverages, on the job, during working hours; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication with false or defamatory oral or written statements directed against a fellow employee, the County or management or the County Commission; sleeping on the job, or failure to comply with County safety rules; loss or suspension of license or certification that are a condition of employment; violation of rules and regulations or general orders issued by the Sheriff.
- 25.3 As determined by the County, the level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant discharge, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension with pay; (4) suspension without pay; or (5) involuntary demotion. One or more of actions 1 through 5 may occur prior to discharge. The County shall notify the Association within ten (10) working days after the issuance of a written reprimand, however, this notification shall not extend the time for filing a grievance.
- 25.4 The County shall notify the Association of its intent to demote or suspend an employee without pay. When demotion or suspension without pay is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Association Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or

further investigation of the employee's response.

- 25.5 The County may not discharge employees covered by this contract for cause without first giving the employee and the Association written notice prior to the action being taken unless section 25.14 applies.

The written notice shall include the following:

- 1) A statement that discharge is proposed and the specific charges.
 - 2) Copies of any material or documents upon which the proposed action is based.
 - 3) A statement that the employee has a right to meet with the County to discuss the proposed action.
 - 4) The date, time and location of the pre-termination meeting. The employee and Association representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response. Failure of the employee to attend these scheduled pre-termination meeting constitutes a waiver of the pre-termination meeting.
- 25.6 In cases of contemplated discharge, demotion, suspension or other disciplinary action for misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the County or substantially disrupt County operation, the County may immediately place the employee on Administrative leave with pay upon giving the appropriate notice as outlined in Sections 26.4 and 26.5.
- 25.7 Any record of disciplinary action, excluding oral warnings and reprimands, in order to remain effective, must be placed in the employees official personnel file.
- 25.8 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.
- 25.9 Involuntary demotions shall be limited to instances of documented substandard performance during and after completion of the probationary period.
- 25.10 Any time limits may be extended by written mutual agreement of the Association and the County.
- 25.11 For the purposes of this Article, County includes the County Executive Director, Sheriff or

designee and County Commissioners.

- 25.12 Probationary employees are not covered by this article.
- 25.13 The County will follow the procedures required by Nevada Revised Statutes Chapter 289 (Peace Officers Bill of Rights) where appropriate.
- 25.14 An employee is considered to have resigned without notice and abandoned their position if they;
 - a. Fail to report for scheduled duty for three consecutive work periods.
 - b. Fail to notify the Sheriff or Designee.

The County shall make a reasonable effort to contact the employee by phone at the employee's contact number provided to the Sheriff's Office personnel clerk.

In the event of job abandonment, the Sheriff will send a certified letter to the last known address of the employee giving notice of their employment termination with the County. The notice will contain the dates the employee failed to report for duty and the date and time of the attempted contact by the County.

The employee's permanent personnel file will indicate the reason for termination as "Resignation without Notice – Job Abandonment".

Nothing in this section shall restrict the County from taking disciplinary action with an employee in accordance with this Agreement and Sheriff's Office Policy.

25.15 Maintenance of Disciplinary Action

A. Oral Reprimand, Written Reprimand and Suspension Without Pay of three (3) days or less:

An employee who has received a violation that resulted in an Oral Reprimand, Written Reprimand or a Suspension Without Pay of three (3) days or less shall request from the Sheriff or Designee, after twelve (12) months from the date of the occurrence of the violation, an acknowledgment that the behavior has been corrected or that no other violations of similar nature have occurred. The response shall be in writing and attached to the original violation.

B. Suspension Without Pay of more than three (3) days:

An employee who has received a violation that resulted in a Suspension Without Pay of more than three (3) days shall request from the Sheriff or Designee, after twenty four (24) months from the date of the occurrence of the violation, an acknowledgment that the behavior has been corrected or that no other

violations of similar nature have occurred. The response shall be in writing and attached to the original violation.

ARTICLE 26: GRIEVANCE PROCEDURE

26.1 Definition

A grievance is a dispute or disagreement between an employee, a group of employees, or the Association and the County which involves the interpretation or application of any provision of the Agreement.

The term “days” when used in this Article 26 shall, except where otherwise indicated, means working days rather than calendar days. For the purposes of this Article, “working days” are defined as Monday through Friday excluding contractual Holidays.

Both parties agree that these proceedings shall be kept confidential. All hearing held by the arbitrator shall be closed sessions and no news releases shall be released during sessions without mutual written consent.

Probationary employees are not covered under this Article.

26.2 Time Limits

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of prescribed time limitation of this Article of the Agreement by the Association means the grievance is forfeited by the Association. A violation of a prescribed time limitation of this Article of the Agreement by the County shall cause that, in the event of arbitration, the arbitrator will be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties to this Agreement may grant an extension to the requesting party. Said extension request shall be in written form and approved in writing by the party receiving said request. A request for extension shall include the length of extension being requested.

26.3 Procedures for Filing

All grievances will be processed in the following manner:

Step 1 Within five (5) working days of the event giving rise to a grievance or knowledge thereof, the grieved employee will verbally or in writing, request a hearing/meeting to present the grievance to the Sheriff or Designee for review. In any event the hearing/meeting shall be within twenty one (21) days of the request.

The grieved employee may request representation by a steward or business representative at this hearing/meeting. The Sheriff or Designee shall, within five (5)

working days of hearing said grievance, render a verbal or written decision to the grievant.

Step 2 Should the grievant be dissatisfied with the Sheriff or Designee's Step One (1) response, the grievance shall be reduced to written form, and presented to the Sheriff for formal disposition. The grievance shall be advanced to Step Two (2) within five (5) working days of the Sheriff's or Designee's Step One (1) response or lack of response. The grievance shall be signed by the grieved employee, the employee's steward, or business representative. The Sheriff shall render a written response to the grievance within five (5) working days of receiving the formal grievance.

Step 3 Should the grievant be dissatisfied with the Step Two (2) formal response of the Sheriff, the grievance shall be forwarded, in writing, within ten (10) working days of the Step Two (2) response to the County Commissioners or their designated representative, by the grieved employee or the Association's designated representative. A copy of the Step 3 grievance shall be delivered to the Sheriff or his/her Designee by the grieved employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The County Commissioners or their designated representative shall respond in writing to the grievance within fifteen (15) working days of the date said County representative received the grievance. For the purpose of this Step of the grievance procedure, the County will keep the Association notified in writing of its designated representative.

Step 4 The Association may request arbitration of an unresolved grievance. The Association shall notify the County in writing of such intent within ten (10) working days of receipt of the Step Three (3) written response. A copy of the Step 3 grievance shall be delivered to the Sheriff or his/her Designee by the grieved employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The parties shall attempt to reach an agreement on an arbitrator. In the event the parties fail to reach agreement, the parties or Association shall request from the Federal Mediation and Conciliation Services a list of seven (7) arbitrators. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The Association shall strike the first name from the list.

26.4 Arbitrator's Authority

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement, or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

26.5 Expenses

The fees of the Arbitrator shall be borne equally by the parties. Should either party request the services of a court reporter, that party shall be responsible for all associated costs and shall provide a copy of said transcript to the other party. Each party shall be responsible for its own legal, witness, and/or preparation fees. The Arbitrator shall not order a court reporter.

26.6 Compliance

The parties agree to respond to the Arbitrator's decision within five (5) working days of receipt of said decision. The Arbitrator shall endeavor to render a discharge related decision within fourteen (14) calendar days of the hearing, all other decisions within thirty (30) calendar days.

26.7 Exclusive Remedy

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure prior to taking any other action.

ARTICLE 27: SAVINGS CLAUSE

27.1 In the event that any provision of this Agreement is rendered invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Association that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.

27.2 This Article does not preclude informal discussion between the parties of any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirement of notice or time schedule.

ARTICLE 28: WARRANT OF AUTHORITY

28.1 The County and the Association hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this Agreement.

ARTICLE 29: EFFECTIVE DATE AND DURATION

29.1 ~~This Agreement shall be in full force and effect from July 1, 2013 to June 30, 2016. It~~

shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.

~~29.2 This agreement shall be automatically reopened for negotiation of economic items in the event the revenues to the County's General Fund useable in the year received decline from the total revenues received by the County's General Fund for the previous fiscal year, (audited), by 5% or if the unreserved ending fund balance in the County's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1) and the County has fully complied with the provisions of NAC 354.650(1). The parties agree the above procedure constitutes compliance with NRS 288.150(2)(w).~~

29.1 This Agreement shall be in full force and effect from July 1, 2016 to June 30, 2019.

29.2 The County may reopen this agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

ARTICLE 30: DRUG & ALCOHOL TESTING POLICY

30.1 Alcohol and Drug Testing will be conducted in accordance Lander County Sheriff's Office Policy.

ARTICLE 31: ~~LONGEVITY BONUS~~

~~31.1 To compensate employees for their dedication to Lander County, the County will provide a longevity bonus upon the completion of the qualifying year, as stipulated in this Article.~~

~~31.2 To qualify for this bonus, the employee shall meet all of the following:~~

- ~~a. Have continuous and uninterrupted, for any reason except layoff, service with the County for the period specified;~~
- ~~b. Bonuses shall be paid in a separate check as follows:~~
 - ~~1. For employees that complete their qualified year between January 1 and June 30, payment will be made no later than June 30 of the qualified year in which is occurs as provided in Appendix A;~~
 - ~~2. For employees that complete their qualified year between July 1 and December 31, payment will be made no later than December 31 of the qualified year in which is occurs as provided in Appendix A~~
- ~~c. Be in a paid status at the time the bonus is paid.~~
- ~~d. Not pending termination proceedings;~~

~~31.3 Sworn Bargaining Unit A;~~

Years of Continuous Service	Payout Bonus Amount
5	\$5,000
10	\$10,000
15	\$15,000
20	\$20,000
25	\$25,000
30	\$30,000

31.4 ~~Communication Officers – Bargaining Unit B;~~

Years of Continuous Service	Payout Bonus Amount
5	\$2,500
10	\$5,000
15	\$10,000
20	\$15,000
25	\$20,000
30	\$25,000

31.5 ~~Non-sworn – Bargaining Unit B;~~

Years of Continuous Service	Payout Bonus Amount
5	\$1,500
10	\$3,500
15	\$7,000
20	\$10,000
25	\$15,000
30	\$20,000

31.6 ~~Any Public Employees Retirement System (PERS) payment related to this bonus shall be calculated at the rate and employee selected options at the time of bonus payment. PERS payments will be subtracted from the amount indicated and the employee will receive payment for the remainder. The County will make appropriate PERS payments with the subtracted amounts.~~

31.7 ~~This provision expires and is no longer in effect after June 30, 2016 unless the parties agree in writing to continue this benefit in a successor labor contract.~~

<u>CLASSIFICATION</u>	<u>LEVEL</u>	<u>STARTING HOURLY WAGE</u>	<u>STARTING HOURLY WAGE</u>	<u>STARTING HOURLY WAGE</u>
		<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
DEPUTY SHERIFF	1	20.41	20.82	21.23
	2	25.30	25.81	26.32
	3	26.56	27.09	27.63
	4	27.90	28.46	29.03
	5	29.86	30.46	31.07
ANIMAL CONTROL	1	18.29	18.66	19.03
	2	19.21	19.59	19.99
	3	20.17	20.57	20.98
	4	21.58	22.01	22.45
ADMINISTRATIVE ASSISTANT	1	18.72	19.09	19.48
	2	19.66	20.05	20.45
	3	20.65	21.06	21.48
	4	22.10	22.54	22.99
FOOD SERVICE	1	18.29	18.66	19.03
	2	19.21	19.59	19.99
	3	20.17	20.57	20.98
	4	21.58	22.01	22.45
COMMUNICATION OFFICER	1	18.72	19.09	19.48
	2	19.66	20.05	20.45
	3	20.66	21.07	21.49
	4	20.43	20.84	21.26

A G R E E M E N T

between

LANDER COUNTY AND LANDER COUNTY SHERIFF

and

LANDER COUNTY SHERIFF'S ASSOCIATION

~~July 1, 2013 — June 30, 2016~~

July 1, 2016 – June 30, 2019

TABLE OF CONTENTS

ARTICLE 1:	PREAMBLE.....	1
ARTICLE 2:	RECOGNITION	1
ARTICLE 3:	STRIKES AND LOCKOUTS	1
ARTICLE 4:	MANAGEMENT RIGHTS	2
ARTICLE 5:	ASSOCIATION RIGHTS	2
ARTICLE 6:	NON-DISCRIMINATION	3
ARTICLE 7:	WORK HOURS	3
ARTICLE 8:	HOLIDAYS AND HOLIDAY PAY.....	4
ARTICLE 9:	VACATION LEAVE	5
ARTICLE 10:	SICK & SHORT TERM DISABILITY LEAVE.....	8
ARTICLE 11:	JOB CONNECTED INJURIES.....	11
ARTICLE 12:	OVERTIME, CALL-IN AND STANDBY PAY	14
ARTICLE 13:	SENIORITY	16
ARTICLE 14:	MEDICAL EXAMINATIONS.....	17
ARTICLE 15:	COMPENSATION.....	17
ARTICLE 16:	MEDICAL PLAN	26
ARTICLE 17:	UNIFORM ALLOWANCE.....	26
ARTICLE 18:	TUITION REIMBURSEMENT	28
ARTICLE 19:	COURT APPEARANCES.....	30
ARTICLE 20:	SHIFT DIFFERENTIAL.....	31
ARTICLE 21:	DUES DEDUCTION.....	31
ARTICLE 22:	USE OF COUNTY FACILITIES	32
ARTICLE 23:	REMOTE ASSIGNMENT BONUS.....	327
ARTICLE 24:	AMENDING PROCEDURE.....	33
ARTICLE 25:	DISCHARGE AND DISCIPLINARY ACTION.....	33

ARTICLE 26: GRIEVANCE PROCEDURE	36
ARTICLE 27: SAVINGS CLAUSE.....	38
ARTICLE 28: WARRANT OF AUTHORITY.....	39
ARTICLE 29: EFFECTIVE DATE AND DURATION.....	39
ARTICLE 30: DRUG & ALCOHOL TESTING POLICY	39
ARTICLE 31: LONGEVITY BONUS.....	40

ARTICLE 1: PREAMBLE

- 1.1 This Agreement is entered into between the County of Lander, Nevada, hereinafter referred to as the “County”, and the Lander County Sheriff’s Association, hereinafter referred to as the “Association”. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationship between parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, pursuant to the provisions of N.R.S. 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.
- 1.2 For purposes of this Agreement, wherever the Authority of the Sheriff is referenced, his designee will be appropriate for substitutions.

ARTICLE 2: RECOGNITION

- 2.1 In accordance with the provisions of N.R.S. 288, the County recognizes the Association as the exclusive bargaining representative of those full-time employees in the supervisory bargaining unit as listed below. Recognition of Association representation of probationary employees is limited by the terms of the various articles of this Agreement.

Classifications in the bargaining unit:

- 2.2 Bargaining Unit A - Post Certified Employees/Law Enforcement Officers*
Deputy Sheriff – Sergeant
Deputy Sheriff – Corporal

*Retains impasse rights under N.R.S. 288.215.

- 2.3 Bargaining Unit B - Non-Post Certified Employees*
Dispatch – Communications Supervisor
Office Manager

*No impasse rights under N.R.S. 288.215.

The parties recognize that additional classifications may be established and assigned to the bargaining unit. The County shall give written notification to the Association of all new job classifications it intends to implement at least ten (10) days prior to said implementation.

ARTICLE 3: STRIKES AND LOCKOUTS

- 3.1 The Association agrees that there shall be no strikes against the County under any circumstances and that all County employees shall continue to work under all circumstances.
- 3.2 For the purpose of the Agreement, the meaning of the word “strike” shall include, but not be limited to, any concerted stoppage of work, slowdown, interruption of the operations of the County by the Association and/or its members.
- 3.3 The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The County retains the sole right to manage its affairs and direct its work force within the existing framework of the Nevada Revised Statutes, but not limited to the right to plan, direct and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations of its facilities; and to require compliance therewith by employees; to discipline and discharge employees for cause. The County shall have all other rights and prerogatives including those exercised unilaterally in the past subject to express restrictions on such rights, if any, as are provided in the Agreement or N.R.S. 288.

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 Two (2) members of the Supervisor Association negotiation Committee may be granted leave from duty with pay, for all meetings between the County and the Association for the purpose of negotiating the terms of this Agreement, when such meetings take place at the time during which such members are scheduled to be on duty.
- 5.2 One (1) Association Steward may be granted leave from duty with pay for all meetings between the County and the Association for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
- 5.3 Whenever conditions permit, two (2) Association Stewards may be granted leave from duty for any reasonable and just cause as may be determined and granted by the Sheriff or his designee. Approval for such leave by the Sheriff shall not be unreasonably denied.

- 5.4 The Association shall notify the County and the Sheriff of the designated business representative who shall be authorized to meet and confer with County employees and department heads concerning the enforcement of the provisions and terms of this Agreement and other working conditions. A thirty (30) day advance notice must be made to request time off, if possible.
- 5.5 The Association shall, within thirty (30) days, of a change in Officers, notify the County and the Sheriff in writing of such changes. In any case, the County and Sheriff shall be provided a complete listing of Officers by January of each year.
- 5.6 In consideration for the County forgoing reimbursement of costs associated to the County for Union Business Leave in this Article, the Association agrees to reduce the Educational Allowance for all employees hired on or after July 1, 2016 from an annual bonus to a one-time bonus.**

ARTICLE 6: NON-DISCRIMINATION

- 6.1 The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of a negotiation unit, nor will the County encourage membership in another employee organization.
- 6.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, relationship, religion, sex, age, physical or visual handicap, national origin, sexual orientation or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

ARTICLE 7: WORK HOURS

Scheduling of work shifts and work weeks shall be as directed by the Sheriff. The normal work periods for employees covered by this Agreement will be as follows:

- 7.1 For POST certified employees Bargaining Unit A, the work period shall consist of fourteen (14) days.
- 7.2 For non-POST certified employees, Bargaining Unit B, classified as COMMUNICATION SUPERVISORS, the work schedule shall be forty (40) hours per week, including meal periods.
- 7.3 For all other non-POST certified employees, Bargaining Unit B, the work schedule shall be forty (40) hours per week excluding meal periods.

ARTICLE 8: HOLIDAYS AND HOLIDAY PAY

8.1 For purposes of this Article, “holiday pay” shall be defined as an increment of pay equal to the hours of the employee’s regularly assigned shift at an employee’s regular, straight time hourly rate.

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

- January 1 (New Year’s Day)
- Third Monday in January (Martin Luther King’s Birthday)
- Third Monday in February (President’s Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Last Friday in October (Nevada Day)
- November 11 (Veteran’s Day)
- Fourth Thursday in November (Thanksgiving Day)
- Day after Thanksgiving Day (Family Day)
- December 25 (Christmas Day)

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

8.3 In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled work day before and the scheduled work day after the holiday.

8.4 When an employee who is eligible for holiday pay is required, by order of the Sheriff, to work during his/her regularly scheduled work hours on a holiday, he/she shall receive in addition to his/her holiday pay;

One and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked during the calendar holiday.

8.5 When an employee is called in to work on a holiday that falls on a day not regularly as part of his/her work schedule, he/she shall receive in addition to his/her holiday pay, two (2) times his/her regular hourly rate of pay for each hour or major fraction worked.

8.6 For the purposes of Section 8.4 and 8.5, employees shall be paid holiday pay for their entire shift as stipulated in this section. Only those shifts that begin between 2400 hours the day prior to the calendar holiday thru 2359 hours on the calendar holiday shall receive holiday pay. Any shift not beginning between 2400 hours the day prior to the calendar holiday thru

2359 hours on the calendar holiday shall not be eligible for holiday pay regardless of when the shift ends or the amount of shift that falls on the calendar holiday.

ARTICLE 9: VACATION LEAVE

- 9.1 Vacation Accrual for Full-time employees: During the first six (6) months of employment of any employee, annual leave shall accrue, but no annual leave shall be taken during this period. Thereafter, employees shall accrue vacation leave credit at a monthly equivalent of the rates established below:

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned	Maximum Accrual
Less than one (1) year	80 hours	240 hours
One (1) through two (2)	96 hours	240 hours
Three (3) but less than seven (7)	120 hours	240 hours
Seven (7) but less than ten (10)	144 hours	240 hours
Ten (10) but less than fifteen (15)	168 hours	240 hours
Fifteen (15) or more.....	192 hours	240 hours

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

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

- 9.2 An employee will not be allowed to carry more than 240 hours vacation leave at any time during a calendar year, (January 1 through December 31). The employee will be required to take any leave amount over the maximum accrual within six (6) months the credited overage. If an employee, for whatever reason does not take their leave as required, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour in excess of the maximum accrual amount and the number of hours paid shall be deducted from the employee's leave bank.
- 9.3 An employee shall be paid at his regular hourly rate for each hour of vacation leave time taken. Vacation leave shall be charged on the basis of one-quarter (1/4) hour for each one-quarter hour or major portion of one-quarter (1/4) hour of vacation leave taken.
- 9.4 Vacation leave will be accrued monthly. Vacation leave taken during a pay period shall be charged before vacation leave earned during that pay period is credited.

- 9.5 Vacation leave shall not be granted in excess of the vacation credit earned, except under extenuating circumstances, and as approved by the Sheriff.
- 9.6 Upon separation from service for any cause, an employee shall be paid a lump sum for any unused or accumulated vacation leave earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation credit shall be prorated for that pay period.
- 9.7 If an employee dies and was entitled to accumulated vacation leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of interstate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid an amount of money equal to the number of hours earned or accrued vacation leave multiplied by the regular hourly rate of such employee.
- 9.8 Catastrophic Leave Bank

A catastrophic leave bank is hereby created which shall be comprised of annual and/or sick leave donated by any employee subject to the provisions of the agreement between Lander County and either the Lander County Law Enforcement Employees Association or the Lander County Sheriff's Association. Any such employee may irrevocably donate their accrued annual in a minimum of eight (8) hours or more and their accrued sick leave up to a maximum of twenty (20) hours per year to the catastrophic leave bank. The annual and/or sick leave shall be placed in the bank at a value determined by using the employee's regular hourly rate. An employee may donate annual leave to the catastrophic leave bank only if after doing so such employee would still have a minimum of forty (40) hours of annual leave after the donation. An employee may donate sick leave to the catastrophic leave bank only if after doing so such employee would still have a minimum of five hundred (500) hours of sick leave after the donation. An employee may donate annual and/or sick leave to the catastrophic leave bank once a year only during either ~~August~~ **January** 1st through ~~August~~ **January** 31st, or within thirty (30) days after the approval of an application for catastrophic leave. Annual and/or sick leave donated to the catastrophic leave bank may be used by any person entitled to catastrophic leave. The donating employee may not designate a specific employee for whom it was donated. Catastrophic leave will be paid to a qualifying employee at the rate at which they were earning immediately prior to the approval of the application for catastrophic leave and is subject to any required taxes and other withholding as any other salary. During such time an employee is on catastrophic leave, such employee will accrue annual and sick leave at the rate at which they were accruing such leave immediately prior to their approval for receiving catastrophic leave.

The employee may submit an application for catastrophic leave on a form provided by the County anytime they have a need, or a foreseen need.

In order to qualify for the application of use of catastrophic leave, an employee submitting an

~~application for leave on a form provided by the County~~ will have to have exhausted all of their own sick, annual, and compensatory leave, have a serious medical condition that prevents the employee from performing the essential functions of the employee's position and have a written ~~release from work~~ **verification** from their treating physician.

A committee comprised of an individual appointed by and representing the Sheriff or his designee and one person appointed by and representing each Association will review each application and make a recommendation to the Sheriff or his designee who shall issue a decision either approving or denying the application. Prior to the approval of an application for catastrophic leave, **the applying employee must submit verification of a serious medical condition by a Nevada licensed medical doctor at the employee's expense.** ~~any member of t~~The committee may require that the employee submitting the application to submit a **second** verification of the serious medical condition by a Nevada licensed medical doctor **of the County's choosing and** at County expense. An appeal of a denial by the Sheriff may be made by filing a written appeal with the Lander County Commission within five (5) working days of the date of the denial. The decision of the Lander County Commission is final and is not subject to the negotiated grievance procedure.

An employee approved to utilize catastrophic leave may receive up to sixty (60) days of catastrophic leave so long as the total amount of time for which they do not perform their employment duties does not exceed twelve (12) calendar weeks.

Catastrophic leave is restricted to the employee **only** personally. Catastrophic leave may not be utilized by an employee for the purposes of an illness or death of a member of the employee's immediate family.

At any time after the approval of an application for catastrophic leave, the Sheriff or his designee may review the status of the employee receiving catastrophic leave and may determine if the need for catastrophic leave has ended. A decision to terminate an employee's use of catastrophic leave may be appealed by filing a written appeal with the Lander County Commission within five (5) working days of the date of the decision to terminate the use of catastrophic leave. The decision of the Lander County Commission is final and is not subject to the negotiated grievance procedure.

Catastrophic leave denial/termination pending appeal shall not be cause for continuance beyond the denial/termination date. Should the leave denial/termination decision be reversed by the County Commission, payment for such denied days shall be retroactive within the scope of this Article.

- 9.9 Employees shall provide the Sheriff with a minimum ten (10) working days written notice of their intent to terminate their employment. Upon receipt of written notice, the Sheriff, at his sole discretion, may;
1. Elect to provide the employee with a severance of up to eighty (80) hours of pay at straight time rates.

2. Sever the employee/employer relationship immediately, or at any date within those ten (10) working days, as determined by the Sheriff. The reflected termination date of the employee shall be the last date actually worked.
 3. Early separation after proper notice shall not under any circumstances reflect as negative in any way in the employee's personnel file.
- 9.10 Employees intending to retire shall provide written notice to the Sheriff upon submission of paperwork to the Public Employee Retirement System, or at a minimum, ninety (90) calendar days prior to their intended retirement date, whichever is greater.
- 9.11 Employees shall not be granted annual leave within ninety (90) calendar days of retirement or resignation/termination unless otherwise approved in writing by the Sheriff or Designee for extenuating circumstances as determined by the Sheriff.

ARTICLE 10: SICK & SHORT TERM DISABILITY LEAVE

- 10.1 Each employee in the service of the County for less than ten (10) years shall be credited with short term disability leave at the rate of 10 hours for each month of full-time service, which is cumulative from year to year.

Each employee in the service of the County for ten (10) or more continuous years of service shall be credited with short term disability leave at the rate of 12 hours for each month of full-time service, which is cumulative from year to year, to a maximum of seven hundred and twenty (720) hours.

Each employee in the service of the County for twenty (20) or more continuous years of service shall be credited with short term disability leave at the rate of sixteen (16) hours for each month of full-time service, which is cumulative from year to year, to a maximum of seven hundred and twenty (720) hours.

- 10.2 An employee is entitled to use a maximum of five (5) days each calendar year of sick leave from the short term disability leave bank only:
1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
 2. When quarantined;
 3. When receiving required medical or dental service or examination;
 4. For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency requires the employee to remain at home with the child; or,

5. Upon illness in the employee's immediate family where such illness requires his/her attendance.
6. Short term disability leave debited in accordance with Section 10.3 of this article shall not be debited from sick leave in Section 10.2.

10.3 An employee is entitled to use accrued short term disability leave only:

1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
 - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods, or;
 - b. In excess of three (3) consecutive work periods, or;
2. When quarantined;
 - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods, or;
 - b. In excess of three (3) consecutive work periods; or,
3. When receiving required medical or dental service or examination;
 - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods, or;
 - b. In excess of three (3) consecutive work periods; or,
 - c. When the required medical or dental treatment requires the employee to travel a distance greater than 100 miles in any one direction. Travel distance and attendance certification is required using a County provided form.
4. For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency requires the employee to remain at home with the child;
 - a. When the employee provides written confirmation from the public agency of required attendance, regardless of the number of missed work periods, or;
 - b. In excess of three (3) consecutive work periods; or,
5. Upon illness in the employee's immediate family where such illness requires his/her attendance;
 - a. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment of the immediate family member, regardless of the number of missed work periods, or;
 - a. In excess of three (3) consecutive work periods; or,
 - b. When the required medical or dental treatment requires the employee to

travel a distance greater than 100 miles in any one direction. Travel distance and attendance certification is required using a County provided form.

In the event of a death in the employee's immediate family, he/she may use accrued short term disability leave not to exceed seven (7) days for each death.

- 10.4 An employee requiring sick or short term disability leave must, if required, provide the Sheriff with evidence of such need. For absences in excess of three (3) days, or cases of apparent abuse, the Sheriff may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.
- 10.5 If any employee does not have adequate accrued sick or short term disability leave time, the Sheriff may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick or short term disability leave be granted in lieu of vacation time.
- 10.6 Sick and short term disability leave shall be charged on a one-quarterly hour basis for each one-quarter (1/4) hour or major portion of one-quarter (1/4) hour of sick leave and short term disability leave taken. Holidays occurring during sick and short term disability leave periods shall not be counted as sick and short term disability leave time and the employee will receive only the holiday pay for that period. Short term disability leave taken during a pay period shall be charged before short term disability leave earned that pay period is credited.
- 10.7 An employee separated from the service shall earn short term disability leave only through the last working day for which he/she is entitled to pay. ~~Upon death, retirement, permanent disability, or termination of an employee after five (5) years of full-time employment for reasons other than discharge for just cause, resignation without proper notice or job abandonment, an employee shall be compensated for total accrued short term disability leave as follows:~~
 - ~~1. For five (5) years of service but less than fifteen (15) years of service, sick leave will be paid at a rate of thirty (\$30) dollars an hour to a maximum of ninety (90) hours calculated at eight (8) hours of short term disability leave for one (1) hour of pay (\$2,700 maximum).~~
 - ~~2. For fifteen (15) years or greater of service, sick leave will be paid at a rate of thirty five (\$35) dollars an hour to a maximum of one hundred twenty (120) hours calculated at six (6) hours of short term disability leave for one (1) hour of pay (\$4,200 maximum).~~
- 10.8 As long as an employee is in a paid status, he/she shall earn short term disability and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn short term disability or vacation leave during the time he/she is on such leave.
- 10.9 As an incentive for employees to minimize their use of sick and short term disability leave, the County shall grant personal paid leave as indicated within the parameters of this article. Personal paid leave shall be granted as follows:

1. Employees who use zero (0) hours to the hours that would equal two (2) full work periods of sick or short term disability leave as of the last full pay period in a calendar year shall receive one (1) full work period of personal paid leave credit at the end of the first full pay period following January.
2. Employees who use more than the hours that would equal two (2) full work periods of sick or short term disability leave but less than the hours that would equal three (3) full work periods of sick or short term disability leave as of the last full pay period in a calendar year shall receive one half (1/2) of one full work period of personal paid leave credit at the end of the first full pay period following January.

The personal leave must be used in the year in which it is credited and if not used will be forfeited. There will be no cash payment for personal leave that is not used. In order to receive this personal leave benefit, an employee must be in a paid status (either working or on paid leave) the entire calendar year.

- 10.10 County employees who have accrued in excess of seven hundred and twenty (720) hours of short term disability leave shall, in recognition of budget economy through keeping short term disability leave requests to a minimum, receive an additional twenty four (24) hours of annual leave for each multiple of forty (40) hours in excess of the seven hundred and twenty (720) hours maximum. For example, if an employee has accrued seven hundred sixty (760) hours short term disability leave, that employee shall receive twenty four (24) hours additional annual leave or vacation leave. However, his/her allowed maximum for short term disability leave shall be reduced to seven hundred and twenty (720) hours. Hours will automatically convert at seven hundred sixty (760) hours.
- ~~10.11 Upon the death of an employee who dies as a result of line of duty action, as determined by the Sheriff, the employee's beneficiary shall receive payment for 100 % of short term disability leave accrued at the time of the employee's demise.~~
- 10.11 **Upon the death of an employee who dies as a result of a line of duty action, as determined by the Sheriff, and was entitled to accumulated sick leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of interstate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid an amount of money equal to the number of hours earned or accrued Short Term Disability leave multiplied by the regular hourly rate of such employee.**
- 10.12 Significant other shall be defined as; a person (not necessarily a spouse) with whom an employee cohabits and shares a long-term sexual relationship (greater than one (1) continuous (+) year). The Sheriff may require documentable proof of **such** cohabitation **or relationship**.

10.13 Immediate family shall be defined as; an employee's spouse, parents (including step), grandparents, grandchildren, children (including step), brothers, sisters, aunts, uncles, nieces, nephews, children's spouse or corresponding relation by affinity, significant other and, if living in the employee's household, includes foster children and foster parents.

10.14 Nevada Public Employment Retirement System (PERS) options

Upon Nevada Public Employment Retirement System (PERS) retirement, or written notice of intent to retire from the Nevada PERS retirement, by an employee that has served a minimum of fifteen (15) years of continuous service with Lander County, the employee may apply for one (1) of the below benefit options. Notice of retirement documentation must be provided to the satisfaction of the County, including approval by Nevada PERS prior to the County processing any benefit application.

A. Purchase of Public Employee Retirement System credit;

The employee may request the County make a payment to Nevada PERS towards their Public Employee Retirement System retirement credit subject to the requirements under Nevada law and Nevada PERS Policy including but not limited to Section 6.11 (as amended) requirements and limitations.

The employee's Short Term Disability hours will be converted at the employee's regular hourly rate for every hour accrued in the employee's Short Term Disability leave bank up to a maximum calculated payment of sixteen thousand eight hundred dollars (\$16,800). The County will purchase Nevada PERS service credit for the retiree subject to the requirements of Nevada Law, Nevada PERS Policy and approval of Nevada PERS.

The employee shall provide a minimum of sixty (60) days written notice prior to retirement in order for the County to process the request and make payment to Nevada PERS on behalf of the retiree. Any disapproval by Nevada PERS eliminates this benefit option.

B. Establishment of Retirement Insurance Fund.

The employee may request the County establish a retirement medical insurance fund, held and managed by the County.

Subject to an approved Nevada PERS retirement, the employee's Short Term Disability hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Short Term Disability bank up to a maximum calculated credit of sixteen thousand eight hundred dollars (\$16,800).

The purpose of the limited fund is to provide the employee with a limited timeframe of EMPLOYEE ONLY medical coverage or EMPLOYEE ONLY supplemental medical coverage after the employee retires from employment with Lander County. The employee may elect to remain on the County's Insurance plan, or seek outside insurance coverage.

If the employee elects to remain on the County insurance plan, the corresponding payment for such plan shall be deducted from the established fund on a monthly basis.

If the employee elects to obtain outside insurance coverage, the County will reimburse the retiree for the monthly premium. The retiree must submit documentation, to the County's satisfaction, of a paid in full monthly premium prior to reimbursement by the County. The County will not make direct payments outside their selected insurance carrier.

Once the retiree's calculated credit in the fund is expended, the retiree's fund account will be closed and no further payment will be provided. Any funds not expended at the time of the retiree's death or upon the fifteenth (15) year after the employee's retirement from Lander County will revert to the County General Fund. The retiree's account will be closed and the benefit will no longer be available.

C. Leave buyout

The employee may request a leave buyout.

Subject to an approved Nevada PERS retirement, the employee's Short Term Disability hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Short Term Disability bank up to a maximum calculated credit of five thousand dollars (\$5000). The retiree shall receive the leave buyout check within 15 days following their last date worked with Lander County and verification of retirement in the Nevada PERS System. Under any of this option, the employee/retiree remains solely liable for any required taxes or deductions. This option is not subject to the provisions of Section D.

D. Under either option A or B, the employee/retiree remains solely liable for any required taxes or deductions. In the event the employee/retiree or Nevada PERS rescinds the employee's/retiree's retirement and/or the employee/retiree remains employed with Lander County or any other Nevada public employer, or re-enters the Nevada Public Employee Retirement System, for any reason, the employee/retiree must repay any amount the County paid based on this section, and the employee/retiree is no longer eligible for the benefits of this section. Any unused funds revert to the County's General Fund. If Lander County is required to

commence litigation to recover said monies, then the employee/retiree agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 11: JOB CONNECTED INJURIES

11.1 In the event an employee is absent due to a service-connected disability which has been approved by the County's Claims Administrator, for a period not to exceed ninety (90) calendar days, the employee may receive compensation as determined by the County's Claims Administrator plus that amount from the County which would cause the total amount received by the employee from both the County's Claims Administrator and the County to equal his/her salary at the time of his/her disability. During this period, the employee shall not be charged with the use of accrued sick or short term disability leave, annual leave or other forms of leave. The County Commission may authorize extension of the ninety (90) calendar day full compensation provision in cases of medical need.

11.2 It is the intent of the County to pay the on-the-job injured employee the difference between his/her full bi-monthly base salary and that provided by the County's Claims Administrator. Therefore, the employee shall return to the County Treasurer all temporary total disability payments made by the County's Claims Administrator covering the period enumerated in Section 11.1 of this Article. No supplemental benefit provided for in Section 11.1 shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer.

Upon the expiration of ninety (90) calendar days and any authorized extensions subsequent to on-the job injury, if the employee is still unable to work, he or she may elect to utilize accrued short term disability leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statutes.

11.3 When accrued short term disability leave has expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave as short term disability leave. Subsequent to the expiration of the employee's, short term disability and vacation leave, provided the employee has so elected to use his/her, short term disability and vacation leave, the employee shall receive compensation checks directly from the County's Claims Administrator and he/she shall be considered on a leave of absence without pay from the County.

ARTICLE 12: OVERTIME, CALL-IN AND STANDBY PAY

12.1 Bargaining Unit A: Overtime shall be any hours worked in excess of 84 hours in a fourteen (14) day work period (207 K Exemption). Hours worked shall not include vacation, sick leave, short term disability leave, or other unworked paid/unpaid time off.

Hours worked shall not include unworked holidays unless the following circumstances apply;

1. The employee would normally be scheduled for work if it were not a holiday; and,
2. By order of the sheriff, the employee was given the holiday off.

Bargaining Unit B: Overtime shall be any hours worked in excess of 40 hours in a seven (7) day work period. Hours worked shall not include vacation, sick leave, short term disability leave, or other unworked paid/unpaid time off.

Hours worked shall not include unworked holidays unless the following circumstances apply;

1. The employee would normally be scheduled for work if it were not a holiday; and,
2. By order of the sheriff, the employee was given the holiday off.

12.2 It is the policy of the County that overtime shall be kept to an absolute minimum consistent with the basic functions and purposes of the Sheriff's Office.

12.3 Except as provided in Section 12.7, overtime pay for ~~law enforcement personnel~~ **employees** shall be calculated at one and one-half (1-1/2) times the employee's regular, straight time hourly rate for each hour or major fraction thereof, worked.

12.4 All overtime must have advance authorization of the Sheriff or his designee, except when, due to an emergency, the Sheriff's or his designee's approval cannot be obtained and it appears to the supervisor of the employee that such overtime is necessary.

12.5 An employee shall be compensated for overtime work in the following manner:

Cash payment computed at the rates established above.

In order to compensate employee's that currently carry compensatory time in the bank, effective July 1, 2011, all compensatory bank time shall be converted to pay at the employee's July 1, 2011 wages Each employee shall be paid out and receive a separate check prior to July 30, 2011. The number of hours paid shall be deducted from the employee's leave bank.

12.6 Call-in: Any employee, who is called in to duty during a time when the employee is not regularly scheduled to work, shall be paid at the rate of one and one-half (1-1/2) times for each hour so spent, ~~in~~ **on** duty. Overtime pursuant to this section is not subject to Section 12.1.

** (PERS Rule): Employees hired after July 1, 2008: If called into work within one (1) hour before the beginning of their shift or within one (1) hour of their shift ending, it shall not be call-in and will adhere to Article 12.1 requirements for qualifying overtime.

Call-in is defined as notification, either verbal or written, to the employee that they are needed for work within 36 hours of notification. (**PERS Rule exception)

Call-in shall be a minimum of two (2) hours unless the employee's regularly scheduled workday begins within one (1) hour of the Call-in; in which case, the employee will be paid call-in for the actual time prior to the beginning of the employee's regularly scheduled shift as calculated to the nearest one-quarter (1/4) hour. (**PERS Rule exception)

If an employee is called in and then released within the two (2) hour minimum timeframe, and then called in again within the same two (2) hour timeframe, the employee is not entitled to a second minimum call-in. (For example, if an employee is called in at 0100 hours, released at 0130 hours and then called in again at 0200 hours, the employee is not entitled to another minimum two (2) hour call in). The employee shall receive the continued call-in rate for time after the initial two (2) hour timeframe, i.e. starting at 0300 hours.

The employee's duty time shall start when the employee actually reports for duty and ends when the employee is released from duty. Overtime pursuant to this section is not subject to Section 12.1.

- 12.7 Standby Time: Standby time is defined as any time other than time when the employee is actually working, which has been specifically scheduled and directed by the Sheriff or his designee during which the employee is restricted in order to be immediately available for call to duty. Standby time does not include any time where an employee carries a pager, radio, personal data device or cellular phone to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one third (1/3) hour pay at the regular hourly rate for each one hour period of standby.
- 12.8 It is the intent of the County that all overtime worked and recorded on time cards shall be paid on the paycheck issued for the pay period during which such overtime was worked.
- 12.9 Employees scheduled for overtime during the same pay period as vacation time used may flex their regular days(s) off (or portions thereof) to cover that annual leave on an hour for hour basis. In the event an employee's annual leave accrual is 200 hours or more, the employee may not flex annual leave.

ARTICLE 13: SENIORITY

- 13.1 Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This section shall refer to regular employees as heretofore defined.
- 13.2 Seniority by qualifications shall be a principal consideration in cases of layoffs, demotions, and recalls. The County shall give written notice thirty (30) days prior to an employee's layoff or demotion. A County wide re-employment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and

other re-employment or employment lists in the event of rehiring. If the employee refuses an offer of re-employment in the same classification wage and hours, the employee shall be removed from the list. A regular full-time employee that has been offered a part-time position may refuse that offer and remain on the recall list. A regular full-time employee that has been offered and accepts a part-time position shall remain on the recall list for a regular full time position as outlined in this section.

- 13.3 On re-employment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification, wage hours held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification and wage that is most nearly comparable to the employee's original classification and wage as is possible under the circumstances.
- 13.4 Upon re-employment, the salary shall be set pursuant to the Compensation Article of this Agreement.
- 13.5 If a recalled employee is incapable of completing his re-employment from layoff probationary period, the County may extend said employee's probationary period or return said employee to layoff with recall rights status.

ARTICLE 14: MEDICAL EXAMINATIONS

- 14.1 The County agrees to provide medical examinations required by N.R.S. Chapter 616 and 617 for sworn/law enforcement personnel (Bargaining Unit A).

ARTICLE 15: COMPENSATION

- 15.1** The following salary schedules are established to Corporals, and Sergeants, Communication Supervisor and Office Manager effective the first full pay period following July 1, 2016

~~**FY 2013:** Adjust wage rates according to charts below effective first full pay period following June 30, 2013.~~

~~**FY 2014:** 4.0% increase to current salary table effective first full pay period following June 30, 2014.~~

~~**FY 2015:** 4.0% increase to current salary table effective first full pay period following June 30, 2015.~~

~~**PERS:** County pays County and employee portions of July 1, 2013 Public Employees~~

~~Retirement System (PERS) increase — 2.0% for non-sworn and 0.75% for sworn. If there is an additional Public Employees Retirement System (PERS) increase in excess of 2% during the term of this Agreement (July 1, 2013— June 30, 2016) this contract will be automatically reopened.~~

FY 2017: Increase current wage levels in effect June 30, 2016 by 2.0% effective first full pay period following July 1, 2016.

FY 2018: Increase current wage levels in effect June 30, 2017 by 2.0% effective first full pay period following July 1, 2017.

FY 2019: Increase current wage levels in effect June 30, 2018 by 2.0% effective first full pay period following July 1, 2018.

PERS: Increases in PERS contribution rates during the term of this Agreement will be paid in accordance with the requirements of NRS 286.421.

See salary table attached as Appendix A

Bargaining Unit A

Corporals (Sworn Peace Officers)

- Level 1 Entry and promotional probationary;
- Level 2 1 year continuous service in Corporal's Level 1 plus Intermediate Nevada POST Certificate;
- Level 3 3 years continuous service in Corporal's Level 1, 2 plus Supervisor Nevada POST Certificate;
- Level 4 5 years continuous service in Corporal's Level 1, 2, 3 plus Advanced Nevada POST Certificate

Sergeants (Sworn Peace Officers)

- Level 1 Entry and promotional probationary;
- Level 2 **One (1)** year continuous service in Sergeant's Level 1 plus Supervisor Nevada POST Certificate;
- Level 3 **3 Five (5)** years continuous service in Sergeant's Level 1, 2 plus Advanced **Intermediate** Nevada POST Certificate;

Level 4 ~~5~~ **Seven (7)** years continuous service in Sergeant's Level 1, 2, 3 Plus Management **Advanced** Nevada POST Certificate

Bargain Unit B (Non-sworn Supervisory Employees)

Office Manager

Level 1 Entry or probationary;

Level 2 Completion of probationary period, or one (1) year of service as an Office Manager if transferred from another Sheriff's Office classification and fifty (50) hours of training excluding FTO or on the job training;

Level 3 Four (4) years of **continuous** service as an Office Manager and an additional ~~200~~ **one hundred (100)** hours training (~~250~~); **One Hundred Fifty (150)** total hours excluding FTO;

Level 4 Eight (8) years of **continuous** service as an Office Manager and an additional ~~300~~ **two hundred (200)** hours training; **Three hundred fifty (350)** (~~550~~) total hours excluding FTO.

Communication Supervisor

Level 1 Entry or probationary

Level 2 Completion of probationary period or one (1) year of Service as a Communications Supervisor if transferred from another Sheriff's Office classification and additional fifty (50) hours of training excluding FTO training;

Level 3 **Three (3)** years of **continuous** service as a Communications Supervisor and an additional ~~200~~ **one hundred (100)** hours training (~~250~~); **One Hundred Fifty (150)** total hours excluding FTO;

Level 4 **Six (6)** years of **continuous** service as a Communication Supervisor and an additional ~~300~~ **two hundred (200)** hours training; **Three hundred fifty (350)** (~~550~~) total hours excluding FTO.

Sheriff has final determinations of past qualified training hours and courses. Future training hours and courses must have advance written approval by Sheriff.

~~For Sergeants hired or promoted prior to July 1, 2013; Those who have attained Level 2 or greater~~

~~must obtain a Supervisor Nevada POST Certificate in addition to any other listed requirements before advancing to the next level.~~

Newly hired or promoted employees may be subject to pay at one level below their qualified level, during probationary period subject to a waiver by the Sheriff for continuous service. The Sheriff has the final determination if a waiver will be given and the decision may not be appealed or arbitrated.

Physical Fitness Bonus

Bargaining Unit A employees will receive a \$250.00 bonus semi-annually (June and December) for successfully completing the Nevada Physical Ability Test as established by Nevada Post and as scheduled and administered by the Lander County Sheriff or designee. Employees will be required to test prior to each semi-annual payment.

Availability of Certain Training Guaranteed

County guarantees availability of 24 hours of training per year for each category of employment, POST-certified and non-certified. Except where mandated for POST certification or continuing certification, such training shall not be mandatory and employees shall not be paid for attending such training.

Applicable Training

The training listed herein is examples of authorized training ~~examples~~ **courses**. Specific courses and training must be reviewed and approved in writing by the Sheriff of their designee for them to be applicable towards satisfying the education requirements of the Level increases:

ALL EMPLOYEES

CPR Certification
First Aid Certification
First Responder Certification
Instructor Development
Report Writing
Sexual Harassment
Cultural Awareness
Public Relations
HAZMAT Training
ICS / NIMS / FLETC /DHS
Suicide Intervention
Fire System Training
Dealing with Difficult People
Pre-Approved College Courses
Stress Management

Bloodborne Pathogens
Effective courtroom Testimony
Civil Liabilities
Document Identification and Deception
Productivity Training
Time Management Training
Writing Training
Records Management Training
Post-Secondary class in Psychology
Post-Secondary class in Sociology
Post-Secondary class in English (above 101)

COMMUNICATION SUPERVISOR

Any Certified Course through the National Communications Institute
Any Certified Course through Power phone
Any Certified Course through APCO International
~~CPR Certification~~
Emergency Medical Dispatcher
Emergency Medical Technician I / II / P
Pre-Approved Field Training Officer /Communication Training Officer
~~First Aid Certification~~
~~First Responder Certification~~
~~Instructor Development~~
~~Report Writing~~
~~Sexual Harassment Training~~
~~Cultural Awareness Training~~
~~Public Relations Training~~
~~HAZMAT Training~~
NCIC/NCJIS
Terrorism Training
RMIN Specific Training
Domestic Violence
ICS/NIMS
Caliber Press Street Survival
Vesta System Training
Radio System Training
~~Suicide Intervention~~
~~Fire System Training~~
~~Dealing with Difficult People~~
Pre-approved Computer Training Specific to Dispatching
~~Pre-Approved College Courses~~

Stress Management Training
Bloodborne Pathogens
Community Policing
Effective courtroom Testimony
Interview Techniques
Civil Liabilities
Document Identification and Deception
Post-Secondary class in Psychology
Post-Secondary class in Sociology
Post-Secondary class in Languages
Post-Secondary class in Speech
Post-Secondary class in English (above 101)

OFFICE MANAGER

Business Etiquette Training
Communication Training
Creativity and Critical Thinking Training
Cross Cultural Communication Training
Customer Service Training
Diversity Training
Human Resources Training
Leadership Training and Management Training
Records Management Training
Evidence Room Management Training
Presentation Skills Training
Productivity Training
Time Management Training
Writing Training

Course hours to maintain certification or repeat training with the same general subject matter do not accumulate towards level increase requirements.

Examples of non-credited training:

- **Re-Certification in CPR that is required to maintain active certification**
- **Re-Certification in First Aid that is required to maintain active certification**
- **Yearly Bloodborne Pathogen training**
- **Yearly Sexual Harassment training**

Examples of credited Continuing Education Unit Courses:

- **Diverse CEU courses that relate to subject matter, but do not contain the same general information in the original course**
- **Police One Communications I**

- **Police One Communications II**

Mandatory Training

All hours physically spent in training required by the County will be paid at the employee's regular hourly rate unless Article 12 applies.

Incentive Pay

To compensate those employees that have obtained and frequently utilize specialized training/skills and those employees in specialized assignments, the County shall compensate employees as outlined in this section.

The Sheriff has final determination on what specialized training, skills and/or assignments qualify for Special Duty Bonuses. The Sheriff may limit the number of individuals that qualify for specific Special Duty Bonuses. The Sheriff's decision may not be appealed or arbitrated.

A bonus in the amount of \$1,500 will be paid to each authorized and qualified Field Training Officer employee. Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

A bonus in the amount of \$2,000 will be paid to each appointed employee that qualifies for each Special Duty Bonus as determined by the Sheriff.

These Special Duty Bonuses may be accumulative for multiple qualifications as designated and authorized by the Sheriff for a maximum of \$4,000 annually.

All accumulated bonuses shall be divided equally and be paid bi-annually on the first full pay period in January and July.

Special Duty Bonuses are limited to available funds budgeted by the County for such bonuses.

Bilingual Special Bonus

Bilingual incentive pay is paid to employees certified by the Sheriff or Designee as proficient and bilingual in Spanish for the duration of the employee's certification. This incentive is limited to 6 (six) employees agency wide. A bonus in the amount of \$2,000 will be paid to each qualified employee (maximum six (6) agency-wide). Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

Educational Bonus

Lander County values continued training and education. The Educational Bonus is intended to encourage permanent, full-time employees to obtain college level graduate and post-graduate degrees

that bear a reasonable and rational relationship to the job classification held by the employee as determined in the sole discretion of the Sheriff or Designee. Degrees subject to approval for this incentive are limited to those from a University approved study course aimed at baccalaureate or graduate level degrees. Application of this incentive and the determination of whether the University is a properly accredited institution of higher learning are within the sole discretion of the Sheriff or Designee.

Employees who meet the criteria set forth in this section and upon approval of the Sheriff or Designee are eligible for an Educational Bonus as follows;

Employees hired prior to July 1, 2016 and that meet the criteria set forth shall be eligible beginning June 2017 for this bonus each year. The bonus will be paid annually on or before June 30 of each year.

Employees hired on or after July 1, 2016 and that meet the criteria set forth shall be eligible for this bonus on a one time basis upon completion of probation. The bonus will be paid on or before June 30 of the year approved.

- Associate Degree: \$2,000;
- Bachelor's Degree: \$3,000;
- Master or Higher Degree; \$4,500

~~Payment will be divided equally and paid bi-annually on the first full pay period in January and July.~~

This Bonus shall not be accumulative between degree levels. Only one educational bonus may apply (highest) to each employee regardless of number of degrees.

Educational Bonuses are limited to available funds budgeted by the County for such bonuses.

Moving and Relocating Reimbursement

To assist newly hired uniformed employees in relocating for employment and existing uniformed employees in relocating for permanent duty assignments, the County, upon written request by the employee, will provide the following bonus;

Newly hired uniformed employees required to relocate between 50 and 250 miles from their primary place of residence at the time of employment offer may be eligible for reimbursement of moving expenses up to \$500.00. Newly hired employees required to relocate in excess of 250 miles from their primary place of residence at the time of employment offer may be eligible for reimbursement of moving expenses up to \$1,000.00.

Existing permanent, uniformed fulltime employees that are required to transfer from one permanent duty station to another and which requires a change in primary permanent residence may receive reimbursement of moving expenses up to \$500.00. Voluntary

transfers and requested transfers are ineligible for reimbursement.

In the event the newly hired uniformed, fulltime employee's employment is terminated for any reason within thirty six (36) months of actual first date of employment, the reimbursement payment total shall be prorated and the remainder of the months equaling thirty six (36) months from the actual first date of employment. The calculated sum shall be reimbursed to the County from the employee's final paycheck.

In the event the existing permanent, uniformed fulltime employee's employment is terminated for any reason within twenty four (24) months of relocation, the reimbursement payment total shall be prorated and the remainder of the months equaling twenty four (24) months from the actual date of the change in permanent duty station. The calculated sum shall be reimbursed to the County from the employee's final paycheck.

In the event the existing permanent, uniformed fulltime relocated employee's permanent duty station is changed within twenty four (24) months of relocation, at the employee's request, the reimbursement payment total shall be prorated and the remainder of the months equaling twenty four (24) months from the actual date of the change in permanent duty station shall be repaid to the County in no more than six (6) equal payments. In the event the relocated employee's permanent duty station is changed by order of the Agency within twenty four (24) months of relocation, repayment of moving expenses shall be waived.

If the employee's final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than one hundred twenty (120) calendar days after the effective date of the employee's termination.

If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

For the purpose of this section, a permanent duty station is defined as one that the employee will be stationed in and actively working for a minimum period of twenty four (24) months.

This bonus shall not be doubled in the event two employees are married and are hired or relocated at the same time.

The Sheriff or Designee shall determine what is eligible as reimbursable expenses. The Sheriff has the final determination regarding this bonus. The Sheriff's decision is not subject to the contractual grievance and arbitration processes.

Moving and Relocating Reimbursement expenses are limited to available funds budgeted by the County for such reimbursement.

Repayment

For payments in this section that are paid in advance. In the event the employee's employment is ended for any reason within the advance payment time frame of Bonuses, the advance payment shall be prorated. The balance of the months shall be reimbursed to the County from the employee's final paycheck. If the employee's final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than 90 calendar days after the effective date of the employee's end of employment. If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 16: MEDICAL PLAN

16.1 Employees hired prior to July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Medical Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee and 50% of eligible dependent coverage in same plan. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

Employees hired after July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Medical Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee. Dependent coverage will be paid at 100% by employee. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

ARTICLE 17: UNIFORM ALLOWANCE

17.1 The County shall pay to every uniformed employee a uniform allowance in a separate check from any other, to be paid bi-annually on the first full pay period in January and July as follows:

~~\$600.00~~ **650.00**- Uniformed (Bargaining Unit A)

\$175.00 – Communication Supervisor (Bargaining Unit B)

The uniform allowance payment shall be paid in a separate check **and combined with all other bonus payouts in a single check** in January and July.

Lander County will contribute up to a maximum of \$250.00 toward the initial purchase of

the initial issue bike helmet and nylon belt which initial issue shall be County property. Repair, maintenance and replacement of this equipment are solely the officer's responsibility.

To assist newly hired uniformed employees in the purchasing of required equipment and uniform items for duty, newly hired uniformed employees may, upon written request, receive an advance payment of uniform allowance. This payment shall be the equivalent of one (1) year of uniform allowance. Advance payment shall be made in a separate check issued by the County on the first pay period following the newly hired employee's date of hire. Upon completion of one (1) year employment, employee will be prorated the monthly allowance on the next bi-annual payment date to coincide with current employees bi-annual schedule. Example: Employee hired April 1 of current year, will be paid nine (9) months of uniform allowance on July 1 of the following year.

~~In the event the employee's employment is ended for any reason within one year, the advance payment shall be prorated and the balance of the unused months shall be reimbursed to the County from the employee's final check.~~

In the event the employee's employment is ended for any reason within the advance payment time frame of Uniform Allowance, the advance payment shall be prorated. The balance of the months shall be reimbursed to the County from the employee's final paycheck. If the employee's final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than 90 calendar days after the effective date of the employee's end of employment. If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

- 17.2 The safety and security of Lander County's ~~Peace Officers~~ **employees** are of utmost concern. To this end, Lander County agrees to purchase or supply each ~~sworn officer~~ **Peace Officer** a custom fit bullet/stab resistant vest based on the following criteria;
1. The cost to the County for each vest will not exceed ~~\$750~~**900.00**. Employees may opt to obtain a higher cost vest, but the employee must contribute the difference either directly or through payroll deduction to the County.
 2. If a payroll deduction is authorized by the employee, the County will cover the upfront cost of the overage so the employee has no out of pocket expense.
 3. Payroll deductions shall not exceed 12 months.
 4. Only one (1) vest may be purchased during each five years of continuous employment as a sworn officer with Lander County unless the previous purchased vest indicated a shorter expiration period and the employee obtained a written waiver from the Sheriff prior to purchase. Expiration period requirements are the sole responsibility of the employee prior to the purchase of the vest.
 5. Any vest purchased must meet National Institute of Justice Standards for a Level II vest

- or higher.
6. Each vest purchased in accordance with this Article shall remain the property of Lander County until the expiration of the vest regardless of any contribution to the total cost by the employee.
 7. The County shall not be required under any circumstances to reimburse any employee for any portion of personal funds that the employee contributed towards the total cost of the vest.
 8. Upon an employee's separation from a sworn position for whatever reason, the County will relinquish ownership of the vest to the employee and the cost of the vest will be prorated based on the vest's expiration and County's actual contribution. The prorated amount will become a debit to the County by the employee and shall be reimbursed to the County from the employee's final check.
 9. If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.
 10. The Sheriff has the sole discretion to waive any or all the requirements and restrictions of the Article section. The Sheriff's decision is final and not subject to appeal or arbitration.
- 17.3 As a consideration for those employees that purchased a bullet/stab resistant vest prior to July 1, 2011, the County shall reimburse each employee within the guidelines of section 17.2 that meets the following stipulations;
1. The vest purchase must have occurred After July 1, 2010.
 2. The employee must have been employed as a sworn deputy with Lander County when the purchase was made.
 3. The employee must relinquish ownership title of the vest to Lander County at required in 17.2(f).
 4. The employee must provide adequate, as determined by the Sheriff, documentation of purchase vender, price and minimum standard level (17.2(e)).
 5. By requesting retroactive reimbursement, the employee agrees that the vest purchase will be as if the purchase was made in accordance with section 17.2
 6. This section only applies to those employees who are in an active status as of July 1, 2011.
- 17.4 **In the event the employee's final paycheck is not sufficient to cover the reimbursement, the unused months become a debit to the County and subject to the collections and garnishment process.** If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 18: TUITION REIMBURSEMENT

- 18.1 Purpose:

The Tuition Reimbursement Program is intended to encourage permanent, full-time employees to enroll in college level graduate and post-graduate courses and/or study majors that bear a reasonable and rational relationship to the job classification held by the employee at the time of such enrollment as determined in the sole discretion of the Sheriff or designee.

Courses subject to approval for reimbursement are limited to those in a University approved study course aimed at matriculation of a baccalaureate or graduate level degree. Enrollment in the program and the determination of whether the University is a properly accredited institution of higher learning is within the sole discretion of the Sheriff or designee.

18.2 Eligibility:

Permanent, full-time employees in the classified service shall be considered eligible to participate in this program after completing eighteen months of satisfactory county service. Employees eligible for educational reimbursement from federal or state governments shall exhaust all such benefits before being eligible for tuition reimbursement pursuant to this program. Employees may not receive tuition reimbursement under both the Lander County Policies and Procedures and this program.

Additional eligibility requirements for participation in the Tuition Reimbursement Program include:

1. No tuition reimbursement shall be advanced. Reimbursement is contingent upon successful completion of this class as described herein;
2. No employee shall be reimbursed more than \$2,000 per fiscal year or \$10,000 during the employee's cumulative employment with Lander County;
3. Tuition shall be reimbursed in an amount not to exceed the per unit tuition charged by the Great Basin College System for classes comparable in content to that in which the employee has enrolled or intends to enroll. If the Great Basin College System does not offer a comparable class, then the Sheriff shall make the final determination as to whether or not reimbursement shall be provided, but in no case shall said reimbursement exceed the per unit Great Basin College tuition fee;
4. The precise amount of tuition reimbursement shall be based upon all criteria stated herein, including the grade received by the employee in the class(es) for which reimbursement is sought. If an employee receives a "B" or higher (or its numerical equivalent), then the employee shall be eligible for 100% tuition reimbursement as described above. If the employee receives a grade of "C" (or its numerical equivalent), then the employee shall be eligible for 50% tuition reimbursement as described herein. Courses in which the employee receives a grade lower than a "C" (or its numerical equivalent) will not be reimbursed;

5. Tuition reimbursement is contingent upon employee's submission to the Sheriff of official college transcripts or comparable documentation acceptable to the Sheriff, which verify the employee's grade(s).
6. An employee seeking tuition reimbursement for eligible class(es) shall submit the official transcript documentation to the Sheriff in conjunction with a Lander County provided form for said use. The Sheriff shall cause any necessary investigation to be conducted in order to verify the employee's eligibility for tuition reimbursement.. The decision of the Sheriff shall be final and binding and is not subject to grievance or judicial appeal.
7. Education under this program is voluntary and is not considered hours worked and any travel expense or expense for books, etc. is not subject to reimbursement under this program.

18.3 Voluntary Resignation:

In the event that an employee voluntarily resigns from County employment one year or less from the date that the tuition reimbursement is approved by the Sheriff, then the employee's final paycheck shall reflect a deduction equivalent to the amount of tuition reimbursement paid within the previous fiscal year. If the employee's final paycheck is insufficient to cover the amount to be reimbursed, then the employee agrees to repay Lander County any remaining balance not later than 90 calendar days after the effective date of the employee's voluntary resignation.

If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 19: COURT APPEARANCES

- 19.1 Employees subpoenaed to appear during their normal working hours, as a witness in a proceeding connected with their official duties, and who are not a party in such proceeding, shall receive their regular pay, providing that all witness fees are applied for and returned to the department. Employees shall return to work when excused.
- 19.2 Any employee required to appear during an off-duty period, as provided above, will be paid in accordance with Articles 12 and 15 of this agreement providing that all witness fees are applied for and returned to the department. Employees shall make every effort to keep any overtime to a minimum.
- 19.3 Any employee required to appear, as provided above, shall retain any mileage fee and other per diem paid in connection with such appearance, unless the employee is provided with a

County vehicle to travel to and from such proceedings and/or other per diem, in which case, any such County covered expenses shall be applied for and returned to the department.

ARTICLE 20: SHIFT DIFFERENTIAL

- 20.1 **For Office Manager, Corporal and Sergeant:** All shift work performed between the hours of 6:00 p.m. and 6:00 a.m. shall be considered night work. Payment for night work, in addition to regular compensation, shall be made at the rate of one dollar twenty five (\$1.25) per hour for those hours worked between 6:00 p.m. and 6:00 a.m., except as provided herein. If an employee works a shift of which at least fifty per cent (50%) of the hours are between 6:00 p.m. and 6:00 a.m., the employee shall be paid the differential. In any event, the employee's qualifying shift must be a minimum of four (4) hours in length before shift differential pay may apply.

For Communication Supervisor: All shift work performed between the hours of 4:00 p.m. and 7:00 a.m. shall be considered night work. Payment for night work, in addition to regular compensation, shall be made at the rate of one dollar twenty five (\$1.25) per hour for those hours worked between 4:00 p.m. and 7:00 a.m., except as provided herein. If an employee works a shift of which at least fifty per cent (50%) of the hours are between 4:00 p.m. and 7:00 a.m., the employee shall be paid the differential. In any event, the employee's qualifying shift must be a minimum of four (4) hours in length before shift differential pay may apply.

No night shift differential shall be paid for overtime worked at either the beginning or the end of a shift unless the regular shift hours (minimum of 4 hours) qualify for the night shift differential.

- 20.2 It is the intent of the County that the shift differential premium shall be paid in and for the same pay period in which it is worked.
- 20.3 No shift differential shall be paid for call-in time unless the call-in is immediately preceding regular scheduled shift hours (minimum 4) qualify for the night shift differential.

ARTICLE 21: DUES DEDUCTION

- 21.1 The County shall deduct dues from the salaries of Association members and pay over to the proper officers of the Association, the money so collected. Provided, however, that no deductions shall be made except in accordance with a deduction authorization form, individually and voluntarily executed by the employee for whom the deduction is made. The

deduction authorization form shall specify any Association restrictions on the employee's right to terminate his/her dues deduction authorization.

- 21.2 The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and other forms of liability which shall arise out of or by reason of action taken or not taken by the County at the request of the Association under the provisions of Section 21.1, above.
- 21.3 The Association shall certify to the County in writing, the current rate of membership 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.
- 21.4 The County will continue to honor existing dues deduction authorizations currently on file.

ARTICLE 22: USE OF COUNTY FACILITIES

- 22.1 The County recognizes the necessity of the Association to hold Association meetings. It is mutually agreed, that upon request to the party under whose control the facilities are placed, the Association shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:
 - A. Any such meeting held in or on County property shall be without cost to the Association.
 - B. No such meeting shall be allowed to interfere with normal County activities.
 - C. This provision is not a guarantee to the Association that County facilities or buildings will be available to it at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Association.

ARTICLE 23: REMOTE ASSIGNMENT BONUS

- 23.1 In consideration for being permanently stationed in the remote areas of Austin and Kingston, permanent fulltime employees shall receive a bonus. A bonus in the amount of \$3,500 will be paid to each authorized and qualified employee. Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

For the purpose of this section, a permanent duty station is defined as one that the employee will be stationed in and actively working for a minimum period of twenty four (24) months.

In the event an employee's permanent duty station is changed in the six month period after

payment of this bonus, the bonus payment total shall be prorated and the remainder of the months equaling six (6) months from the actual date of payment shall be repaid to the County in no more than six (6) equal payments. In the event the employee's permanent duty station is changed by the Agency, this repayment provision may be waived by the Sheriff.

If Lander County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

ARTICLE 24: AMENDING PROCEDURE

- 24.1 If either party desires to modify or change this Agreement, it shall, not later than February 1 of any year, give written notice to the other party of amendment, except that no amendments or modifications to this Agreement shall be made except by mutual agreement of the parties or through the provision of Article 27 herein (Savings Clause). Any amendment, whether a proposed amendment or an alternative to a proposed amendment that may be mutually agreed upon or awarded pursuant to the provision of Chapter 288 of the N.R.S., shall become and be part of this Agreement. Any amendments that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 25: DISCHARGE AND DISCIPLINARY ACTION

- 25.1 The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, suspension with pay, monetary County loss repayment, suspension without pay, involuntary demotion or discharge. Only monetary County loss repayment, suspensions without pay, exceeding three (3) days, involuntary demotion or discharge may be grieved to step (4) (arbitration). Grievances do not postpone disciplinary action.
- 25.2 The County shall have the right to discharge or discipline any employee for cause, but in determining discipline, the County shall not transfer or reassign any employee for disciplinary purposes. The term cause shall include, but not be limited to the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports; recording on another employees time card; failure to properly record time; performance of work below required standards; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; theft; destroying or willfully damaging the property of another employee or the County; acceptance of a bribe from citizens, vendors, suppliers or others; misuse of County funds; the use or being under the influence of drugs or alcoholic beverages, on the job, during working hours;

unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication with false or defamatory oral or written statements directed against a fellow employee, the County or management or the County Commission; sleeping on the job, or failure to comply with County safety rules; loss or suspension of license or certification that are a condition of employment; violation of rules and regulations or general orders issued by the Sheriff.

- 25.3 As determined by the County, the level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant discharge, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand; (2) written reprimand; (3) monetary loss repayment; (4) suspension with pay; (5) suspension without pay; or (6) involuntary demotion. One or more of actions 1 through 6 may occur prior to discharge. The County shall notify the Association within ten (10) working days after the issuance of a written reprimand, however, this notification shall not extend the time for filing a grievance.
- 25.4 The County shall notify the Association of its intent to require monetary County loss repayment, demote or suspend an employee without pay. When monetary County loss repayment, demotion or suspension without pay is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Association Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.
- 25.5 The County may not discharge employees covered by this contract for cause without first giving the employee and the Association written notice prior to the action being taken unless section 25.14 applies.

The written notice shall include the following:

- 1) A statement that discharge is proposed and the specific charges.
- 2) Copies of any material or documents upon which the proposed action is based.
- 3) A statement that the employee has a right to meet with the County to discuss the proposed action.
- 4) The date, time and location of the pre-termination meeting. The employee and Association representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response. Failure of the employee

to attend these scheduled pre-termination meeting constitutes a waiver of the pre-termination meeting.

- 25.6 In cases of contemplated discharge, demotion, suspension or other disciplinary action for misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the County or substantially disrupt County operation, the County may immediately place the employee on Administrative leave with pay upon giving the appropriate notice as outlined in Sections 26.4 and 26.5.
- 25.7 Any record of disciplinary action, excluding oral warnings and reprimands, in order to remain effective, must be placed in the employees official personnel file.
- 25.8 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.
- 25.9 Involuntary demotions shall be limited to instances of documented substandard performance during and after completion of the probationary period.
- 25.10 Any time limits may be extended by written mutual agreement of the Association and the County.
- 25.11 For the purposes of this Article, County includes the County Executive Director, Sheriff or designee and County Commissioners.
- 25.12 Probationary employees are not covered by this article.
- 25.13 The County will follow the procedures required by Nevada Revised Statutes Chapter 289 (Peace Officers Bill of Rights) where appropriate.
- 25.14 An employee is considered to have resigned without notice and abandoned their position if they;
 - 1. Fail to report for scheduled duty for three consecutive work periods.
 - 2. Fail to notify the Sheriff or Designee.

The County shall make a single effort to contact the employee by phone at the employee's contact number provided to the Sheriff's Office personnel clerk.

In the event of job abandonment, the Sheriff will send a certified letter to the last known address of the employee giving notice of their employment termination with the County. The notice will contain the dates the employee failed to report for duty and the date and time of the attempted contact by the County.

The employee's permanent personnel file will indicate the reason for termination as "Resignation without Notice – Job Abandonment".

Nothing in this section shall restrict the County from taking disciplinary action with an employee in accordance with this Agreement and Sheriff's Office Policy.

25.15 Maintenance of Disciplinary Action

A. Oral Reprimand, Written Reprimand and Suspension Without Pay of three (3) days or less:

An employee who has received a violation that resulted in an Oral Reprimand, Written Reprimand or a Suspension Without Pay of three (3) days or less shall request from the Sheriff or Designee, after twelve (12) months from the date of the occurrence of the violation, an acknowledgment that the behavior has been corrected or that no other violations of similar nature have occurred. The response shall be in writing and attached to the original violation.

B. Suspension Without Pay of more than three (3) days:

An employee who has received a violation that resulted in a Suspension Without Pay of more than three (3) days shall request from the Sheriff or Designee, after twenty four (24) months from the date of the occurrence of the violation, an acknowledgment that the behavior has been corrected or that no other violations of similar nature have occurred. The response shall be in writing and attached to the original violation.

ARTICLE 26: GRIEVANCE PROCEDURE

26.1 Definition

A grievance is a dispute or disagreement between an employee, a group of employees, or the Association and the County which involves the interpretation or application of any provision of the Agreement.

The term "days" when used in this Article 26 shall, except where otherwise indicated, means working days rather than calendar days. For the purposes of this Article, "working days" are defined as Monday through Friday excluding contractual Holidays.

Both parties agree that these proceedings shall be kept confidential.

All hearing held by the arbitrator shall be closed sessions and no news releases shall be released during sessions without mutual written consent.

Probationary employees are not covered under this Article.

26.2 Time Limits

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of prescribed time limitation of this Article of the Agreement by the Association means the grievance is forfeited by the Association. A violation of a prescribed time limitation of this Article of the Agreement by the County shall cause that, in the event of arbitration, the arbitrator will be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties to this Agreement may grant an extension to the requesting party. Said extension request shall be in written form and approved in writing by the party receiving said request. A request for extension shall include the length of extension being requested.

26.3 Procedures for Filing

All grievances will be processed in the following manner:

Step 1 Within five (5) working days of the event giving rise to a grievance or knowledge thereof, the grievant employee will verbally or in writing, request a hearing/meeting to present the grievance to the Sheriff or Designee for review. In any event the hearing/meeting shall be within twenty one (21) days of the request.

The grievant employee may request representation by a steward or business representative at this hearing/meeting. The Sheriff or Designee shall, within five (5) working days of hearing said grievance, render a verbal or written decision to the grievant.

Step 2 Should the grievant be dissatisfied with the Sheriff or Designee's Step One (1) response, the grievance shall be reduced to written form, and presented to the Sheriff for formal disposition. The grievance shall be advanced to Step Two (2) within five (5) working days of the Sheriff's or Designee's Step One (1) response or lack of response. The grievance shall be signed by the grievant employee, the employee's steward, or business representative. The Sheriff shall render a written response to the grievance within five (5) working days of receiving the formal grievance.

Step 3 Should the grievant be dissatisfied with the Step Two (2) formal response of the Sheriff, the grievance shall be forwarded, in writing, within ten (10) working days of the Step Two (2) response to the County Commissioners or their designated representative, by the grievant employee or the Association's designated representative. A copy of the Step 3 grievance shall be delivered to the Sheriff or his/her Designee by the grievant employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The County Commissioners or their designated representative shall respond in writing to the grievance within fifteen (15) working days of the date said County representative

received the grievance. For the purpose of this Step of the grievance procedure, the County will keep the Association notified in writing of its designated representative.

Step 4 The Association may request arbitration of an unresolved grievance. The Association shall notify the County in writing of such intent within ten (10) working days of receipt of the Step Three (3) written response. A copy of the Step 4 grievance shall be delivered to the Sheriff or his/her Designee by the grieved employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The parties shall attempt to reach an agreement on an arbitrator. In the event the parties fail to reach agreement, the parties or Association shall request from the Federal Mediation and Conciliation Services a list of seven (7) arbitrators. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The Association shall strike the first name from the list.

26.4 Arbitrator's Authority

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement, or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

26.5 Expenses

The fees of the Arbitrator shall be borne equally by the parties. Should either party request the services of a court reporter, that party shall be responsible for all associated costs and shall provide a copy of said transcript to the other party. Each party shall be responsible for its own legal, witness, and/or preparation fees. The Arbitrator shall not order a court reporter.

26.6 Compliance

The parties agree to respond to the Arbitrator's decision within five (5) working days of receipt of said decision. The Arbitrator shall endeavor to render a discharge related decision within fourteen (14) calendar days of the hearing, all other decisions within thirty (30) calendar days.

26.7 Exclusive Remedy

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure prior to taking any other action.

ARTICLE 27: SAVINGS CLAUSE

- 27.1 In the event that any provision of this Agreement is rendered invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Association that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.
- 27.2 This Article does not preclude informal discussion between the parties of any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirement of notice or time schedule.

ARTICLE 28: WARRANT OF AUTHORITY

- 28.1 The County and the Association hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this Agreement.

ARTICLE 29: EFFECTIVE DATE AND DURATION

- ~~29.1 This Agreement shall be in full force and effect from July 1, 2013 to June 30, 2016. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.~~
- ~~29.2 This agreement shall be automatically reopened for negotiation of economic items in the event the revenues to the County's General Fund useable in the year received decline from the total revenues received by the County's General Fund for the previous fiscal year, (audited), by 5% or if the unreserved ending fund balance in the County's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1) and the County has fully complied with the provisions of NAC 354.650(1). The parties agree the above procedure constitutes compliance with NRS 288.150(2)(w).~~

29.1 This Agreement shall be in full force and effect from July 1, 2016 to June 30, 2019.

29.2 The County may reopen this agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

ARTICLE 30: DRUG & ALCOHOL TESTING POLICY

30.1 Alcohol and Drug Testing will be conducted in accordance Lander County Sheriff's Office Policy.

ARTICLE 31: LONGEVITY BONUS

~~31.1 To compensate employees for their dedication to Lander County, the County will provide a longevity bonus upon the completion of the qualifying year, as stipulated in this Article.~~

~~31.2 To qualify for this bonus, the employee shall meet all of the following;~~

- ~~a. Have continuous and uninterrupted, for any reason except layoff, fulltime service with the County for the period specified;~~
- ~~b. Bonuses shall be paid in a separate check as follows:
 - ~~1. For employees that complete their qualified year between January 1 and June 30, payment will be made no later than June 30 of the qualified year in which is occurs as provided in Appendix A;~~
 - ~~2. For employees that complete their qualified year between July 1 and December 31, payment will be made no later than December 31 of the qualified year in which is occurs as provided in Appendix A.~~~~
- ~~e. Be in a paid status at the time the bonus is paid.~~
- ~~d. Not pending termination proceedings.~~

~~31.3 Supervisor Sworn Bargaining Unit A;~~

Years of Continuous Service	Payout Bonus Amount
5	\$5,000
10	\$10,000
15	\$15,000
20	\$20,000
25	\$25,000
30	\$30,000

~~31.4 Supervisor Communications Unit B;~~

Years of Continuous Service	Payout Bonus Amount
5	\$2,500
10	\$5,000
15	\$10,000
20	\$15,000
25	\$20,000
30	\$25,000

~~31.5 Supervisor Office Manager~~

Years of Continuous Service	Payout Bonus Amount
5	\$1,500

10	\$3,500
15	\$7,000
20	\$10,000
25	\$15,000
30	\$20,000

~~31.6—Any Public Employees Retirement System (PERS) payment related to this bonus shall be calculated at the rate and employee selected options at the time of bonus payment. PERS payments will be subtracted from the amount indicated and the employee will receive payment for the remainder. The County will make appropriate PERS payments with the subtracted amounts.~~

~~31.7—This provision expires and is no longer in effect after June 30, 2016 unless the parties agree in writing to continue this benefit in a successor labor contract.~~