

AGREEMENT

between

LANDER COUNTY AND LANDER COUNTY SHERIFF

and

LANDER COUNTY SHERIFF'S ASSOCIATION

July 1, 2019 — June 30, 2022

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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, and 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 Association 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 incentive to a one-time incentive.

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.
- 7.4 The Sheriff, at his or her discretion, may institute an alternative schedule for Bargaining Unit A and/or B employees. Prior to implementation of any such schedule the Sheriff will issue written notice to the impacted employees. Notice of said action will be issued not less than ten (10) businesses days prior to the date of the Sheriff's implementation of the alternative schedule.

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 workday 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 of an hour worked during the calendar holiday.

- 8.5 When an employee is called into work on a holiday that falls on a day where the employee is not regularly scheduled to work 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 of an hour worked on the holiday.
- 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. 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
Date of hire through year 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) but less than twenty-five (25)	192 hours	240 hours
Twenty-five (25) or more	200 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 he/she worked for at least three (3) continuous years prior to his or her separation from employment with the County 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 January P' through January 31', 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 use of catastrophic leave, an employee will have to have exhausted all of their own sick, annual leave, 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 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. 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. 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 LEAVE

10.1 Sick Leave

A. Accrual of Sick Leave

Each employee in the service of the County for less than ten (10) years shall be credited with sick 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 sick 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.

B. Use of Sick Leave

An employee is entitled to use accrued sick leave 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.
- C. An employee requiring sick 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.
- D. If any employee does not have adequate accrued sick leave time, the Sheriff may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.
- E. Sick 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 leave taken. Holidays occurring during sick leave periods shall not be counted as sick leave time and the employee will receive only the holiday pay for that period.
- F. As long as an employee is in a paid status, he/she shall earn sick leave 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 sick leave or vacation leave during the time he/she is on such leave.
- G. An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay.

10.2 Attendance Incentive

As an incentive for employees to minimize their use of sick 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 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 leave but less than the hours that would equal three (3) full work periods of sick 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.

10.3 Bereavement Leave

In the event of a death in the employee's immediate family, said employee shall be entitled to a leave of absence of up to two (2) consecutive workdays with pay. The employee shall be entitled to an additional eight (8) 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. When taking Bereavement Leave, the employee shall notify the Sheriff or his/her designee as soon as possible. Verification may be required by the Sheriff in order to receive this benefit. Employees may request additional leave, the Sheriff, at his or her discretion, may determine whether additional leave will be permitted and the type of leave available to the employee where additional leave is requested for bereavement purposes. Employees must receive written approval from the Sheriff where additional leave is taken.

10.4 Annual Leave Bonus

County employees who have accrued in excess of seven hundred and 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 and 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 and twenty (720) hours. Hours will automatically convert at seven hundred sixty (760) hours.

10.5 Death of Employee

Upon the death of an employee who dies as a result of 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 leave multiplied by the regular hourly rate of such employee.

10.6 Significant Other Defined

Significant other shall be defined as; a person 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.

10.7 Immediate Family Defined

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.

10.8 Retirement Incentive

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 a minimum of fifteen (15) years of service with Lander County, and has been employed by the County for a minimum of five (5) continuous years before he or she seeks to retire, the employee may apply for one (1) of the below benefits 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 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 twenty thousand dollars (\$20,000). 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 payment 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 (\$5,000). 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 judgement shall also include reasonable attorney's fees and cost 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, 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 sick leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statutes.

- 11.3 If an employee is, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave as sick leave, provided the employee has so elected to use his/her, 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 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.

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, 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.

Scheduled Shift: The term "scheduled shift" is defined as follows: (1) Any shift that has been listed, amended, implemented or provided notice to the effected employee in writing, including electronic format, prior to thirty-six (36) hours from the start of the first scheduled shift, or (2) any shift, after the first shift, where the employee was provided written notice, including electronic format, with less than thirty-six (36) hours, and consists of multiple consecutive days.

- 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 (1) 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 for Corporals, Sergeants, Communication Supervisor and Office Manager, effective the first full pay period following July 1, 2019.

A. Salary

- FY 2020 (July 1, 2019 – June 30, 2020) Increase the current wage levels in effect on June 30, 2019 by 2.0%.
- FY 2021 (July 1, 2020 – June 30, 2021) Increase the current wage levels in effect on June 30, 2020 by 2.5%.
- FY 2022 (July 1, 2020 – June 30, 2022) Increase the current wage levels in effect on June 30, 2019 by 2.0%.

B. Merit Increase for the term of the Contract

- Employees will remain eligible to achieve levels during the term of the contract.
- Employees who receive a promotion or level increase during a contract year are ineligible to receive a merit increase in the following 12 months.
- Employees will be eligible to receive merit increases during the term of this contract of up to 2.0% per contract year. The amount of the merit increase will be based on the employee's evaluation as determined by the employee's supervisor. The amount of the merit increase will not be subject to grievance. Any merit increases will be issued the first full pay period following January 1st of the contract year in question.
- Employees who disagree with their evaluation results may request their evaluation to be reconsidered by a second supervisory employee. The supervisory employee will be selected by the Sheriff. The supervisory employee's decision on reconsideration will be final, binding, and not subject to grievance.
- Merit increases received pursuant to this Article will be maintained when the employee receives a level increase.
- Merit increases as set out in this provision will sunset at the expiration of this contract and will be of no force or effect after June 30, 2022.

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

Corporals (Sworn Peace Officers)

Level 1	Entry and promotional probationary;
Level 2	One (1) year continuous service in Corporal's Level 1 plus Intermediate Nevada POST Certificate;
Level 3	Three (3) years continuous service in Corporal's Level 1, 2 plus Supervisor Nevada POST Certificate;
Level 4	Five (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	Five (5) years continuous service in Sergeant's Level 1, 2 plus Intermediate Nevada POST Certificate;
Level 4	Seven (7) years continuous service in Sergeant's Level 1, 2, 3 Plus 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 one hundred (100) hours of training. One Hundred fifty (150) total hours excluding FTO
Level 4	Eight (8) years of continuous service as an Office Manager and an additional two hundred (200) hours of training. Three hundred fifty (350) 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;
Level 3	Three (3) years of continuous service as a Communications Supervisor and an additional One Hundred (100) hours of Training. One Hundred Fifty (150) total hours excluding FTO;
Level 4	Six (6) years of continuous service as a Communications Supervisor and an additional Two Hundred (200) hours of training. Three Hundred fifty (350) 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.

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 Incentive

Bargaining Unit A employees will receive a \$250.00 incentive 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 courses. Specific courses and training must be reviewed and approved in writing by the Sheriff or their designee for them to be applicable towards satisfying the education requirements of the Level increases. The Sheriff or Designee will make a reasonable effort to ensure that training is available.

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
Blood borne 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)

COMMUNICATIONS SUPERVISORS

Any Certified Course through the National Communications Institute
Any Certified Course through Power phone
Any Certified Course through APCO International
Emergency Medical dispatcher
Emergency Medical Technician I/II/P
Pre-Approved Field Training Officer/Communication Training Officer
NCIC/NCJIS
Terrorism Training

RMIN Specific Training
Domestic Violence
Caliber Press Street Survival
Vesta System Training
Radio System Training
Pre-approved Computer Training Specific to Dispatching
Community Policing
Interview Techniques
Post-Secondary class in Languages
Post-Secondary class in Speech

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

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 Blood Borne 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 Incentive. The Sheriff may limit the number of individuals that qualify for specific Special Duty Incentive. The Sheriff's decision may not be appealed or arbitrated.

A incentive 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.

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

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

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

Special Duty Incentives are limited to available funds budgeted by the County for such incentives.

Bilingual Special Incentive

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 nine (9) employees agency wide. An incentive in the amount of \$2,000 will be paid to each qualified employee (maximum of nine (9) agency-wide). Payment will be divided equally and paid bi-annually on the first full pay period in January and July.

Educational Incentive

Lander County values continued training and education. The Educational Incentive 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 Incentive as follows;

Employees hired prior to July 1, 2016 and that meet the criteria set forth shall be eligible beginning June 2017 for this incentive each year. The incentive 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 incentive on a one time basis upon completion of probation. The incentive 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

This incentive shall not be accumulative between degree levels. Only one educational incentive may apply (highest) to each employee regardless of number of degrees. Educational Incentives are limited to available funds budgeted by the County for such incentives.

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 incentives, 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 judgement shall also include reasonable attorney's fees and cost incurred by Lander County.

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 incentive:

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 incentive 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 incentive. 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.

ARTICLE 16: MEDICAL PLAN

16.1

A. 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.

B. 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.

C. FY 2020 – FY 2022 Insurance Benefit

Effective July 1, 2019, and continuing through the term of this Agreement, 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. An employee who is eligible to purchase dependent coverage and elects to participate in dependent coverage will be required to pay the first one hundred and twenty dollars (\$120.00) of the dependent coverage monthly premium. This payment will be made on a biweekly basis via automatic payroll deduction. For employee's participating in dependent coverage, the County will contribute the remaining premium amount for eligible dependents on a monthly basis.

D. Article 16.1(3) shall be effective July 1, 2019 and shall expire on June 30, 2022.

ARTICLE 17: UNIFORM ALLOWANCE

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

\$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 incentive payouts in a single check.

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 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 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 judgement shall also include reasonable attorney's fees and costs incurred by Lander County.

- 17.2 The safety and security of Lander County's employees are of utmost concern. To this end, Lander County agrees to purchase or supply each 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 \$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. 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.
 4. Any vest purchased must meet National Institute of Justice Standards for a Level II vest or higher.
 5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. 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 judgement 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(s) 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. For Office Manager, Corporal, Sergeant, and Communications Supervisor: 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 and fifty cents (\$1.50) per hour for those hours worked between 6:00 p.m. and 6:00 a.m.,. Employees will only receive shift differential pay for hours actually worked during the shift differential period.

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.

- 20.1 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.

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 INCENTIVE

- 23.1 In consideration for being permanently stationed in the remote areas of Austin and Kingston, permanent fulltime employees shall receive an incentive. An incentive in the amount of \$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) months.

In the event an employee's permanent duty station is changed in the six (6) month period after payment of this incentive, the incentive 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 maybe 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 Maintenance of Disciplinary Action.

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 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 grievied 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 grievied 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 grievied employee or the Associations designated representative. A copy of the Step 3 grievance shall be delivered to the Sheriff or his/her Designee by the grievied 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 grievied 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, 2019 to June 30, 2022.

- 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.

- 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.

IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly executed by their authorized representatives this ____ day of _____, 2019.

LANDER COUNTY BOARD OF
COMMISSIONERS

LANDER COUNTY SHERIFF'S
ASSOCIATION

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

Patsy Waits, Commissioner/ Chair

Gary Campbell, President

Russ Burns, Business Manager

Kathleen Ancho, Commissioner

Tammy Burden, Negotiating Team
Member

Jim Sullivan, Recording
Corresponding Secretary

Art Clark III, Commissioner

Meshell Young, Negotiating Team
Member

Tim Neep, Director, Public
Employees Division

Bryan Sparks, Commissioner

John Rochester, Negotiation Team
Member

Phillip Herring, Business Agent

Judie Allan, Commissioner

LANDER COUNTY SHERIFF

Ron Unger, Sheriff

APPENDIX A SALARY TABLE

The parties agree that the salary schedules for Corporals, Sergeants, Bargaining Unit B, and the Communications Supervisor will be revised as part of the MOU process for FY 2018. The parties further agree that those revised schedules will be used to prepare a revised salary schedule which will remove the disparity between Level 4 Corporal Pay and the Sergeant Pay Scale for the purpose of encouraging promotion.

The parties further agree that the following language will appear as part of the new salary schedule:

Employees with a minimum of two (2) years' experience as a Corporal for Lander County who promote to Sergeant may move to Level 3 as a Sergeant after the completion of two (2) years as a Sargent for Lander County. Employees who promote internally from Corporal to Sergeant may achieve Level 4 after four (4) years as a Sergeant for Lander County. Employees who promote from Corporal to Sergeant must still serve a one (1) year probationary period and will be placed at the entry level position as a Sergeant.

	2%	2½%	2%
	Jul-19	Jul-20	Jul-21
POSITION	CPI	CPI	CPI
Bargain Unit B 1 (non sworn supervisor)	24.62	25.24	25.74
Bargain Unit B 2 (non sworn supervisor)	25.85	26.49	27.02
Bargain Unit B 3 (non sworn supervisor)	27.13	27.81	28.37
Bargain Unit B 4 (non sworn supervisor)	29.04	29.77	30.36

	Jul-19	Jul-20	Jul-21
POSITION	CPI	CPI	CPI
Communication Supervisor 1	24.62	25.24	25.74
Communication Supervisor 2	25.85	26.49	27.02
Communication Supervisor 3	27.13	27.81	28.37
Communication Supervisor 4	29.04	29.77	30.36

	Jul-19	Jul-20	Jul-21
POSITION	CPI	CPI	CPI
Corporal 1	33.27	34.10	34.79
Corporal 2	34.96	35.83	36.55
Corporal 3	36.71	37.63	38.38
Corporal 4	39.29	40.27	41.08

POSITION	Jul-19 CPI	Jul-20 CPI	Jul-21 CPI
Sergeant 1	41.25	42.29	43.13
Sergeant 2	43.27	44.35	45.24
Sergeant 3	45.37	46.50	47.43
Sergeant 4	48.44	49.65	50.64