

**AGREEMENT**  
**BETWEEN**  
**STOREY COUNTY, NEVADA**  
**AND**  
**STOREY COUNTY SHERIFF'S OFFICE**  
**EMPLOYEE**  
**ASSOCIATION/OPERATING ENGINEERS LOCAL**  
**UNION NO. 3**

**JULY 1, 2011 – JUNE 30, 2014**

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## DEFINITIONS

**Base Rate of Pay:** The amount of pay the Employee is designated to receive within the salary range for the Employee's job classification, excluding any additional types of pay.

**Days:** Shall mean Storey County working days - Monday through Friday, excluding holidays –unless otherwise stated.

**Employee:** An Employee in the bargaining unit who has successfully completed his/her probationary period or any extended probationary period and has been retained to the employment of Storey County Sheriff's Office.

**Employee's Health File:** A separate confidential file which is maintained in the Human Resources Division and which contains only health-related matters, i.e., Workers' Compensation information, physical examination results, etc.

**Major Fraction:** Fifteen (15) minute intervals of time.

**Part Time Employee:** Part-time employees are defined as those who work a minimum of twenty (20) hours but less than forty (40) hours per week on a regularly recurring basis. Part-time employees are eligible for benefits on a prorated basis.

**Probationary Employee:** An Employee who is undergoing a working test period during which the Employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred, or promoted.

**Regular Rate of Pay:** The Employee's base rate of pay plus other additional pay for which the Employee's specific assignment may entitle him/her.

**Sheriff:** The Sheriff or his/her designee.

PREAMBLE

This Agreement is made and entered into at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the County of Storey, Nevada, a County government, hereinafter referred to as the Employer, and the Storey County Sheriff's Office Employee Association / OPERATING ENGINEERS LOCAL UNION NO.3, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

## **ARTICLE 1. EFFECTIVE DATE, PARTIES**

- 1) This Agreement shall become effective July 1, 2011 and shall continue until June 30, 2014.
- 2) This Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, the party shall notify the other party in writing of the Article and/or Section of that Article desired to be negotiated.
- 3) Notification of desire to negotiate shall be done in accordance with NRS 288.
- 4) The parties shall promptly commence negotiations. If the parties cannot reach agreement either party may submit the dispute to an impartial fact finder at any time for his/her findings in accordance with NRS 288. The fact finder shall make recommendations of the unresolved issues.
- 5) If the parties have not reached an agreement within ten (10) workdays after the fact finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) work days after the final offers are submitted, accept one of the written statements, and shall report his decision to the parties.
- 6) The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (A. A. A.). The Union and the County agree to solicit a list of seven (7) professional neutrals with public sector experience from the A. A. A. and alternately strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted by A. A. A. rules.
- 7) In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

## **ARTICLE 2. RECOGNITION**

- 1) The Union is hereby recognized as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and conditions of employment pursuant to the provisions of NRS 288.010 et seq., for all employees in the bargaining unit covered by this Agreement, which include all full-time or part-time positions in the following classifications:
  - a) Deputy Sheriff
  - b) Corporal
  - c) Sergeant
- 2) Representatives of the Union and its affiliates will be permitted to transact Union business on County property, provided that this shall not disrupt normal work. Union business may only be conducted during non-work time, such as before work and after work, during breaks and/or lunchtime. Union business may only be conducted in common areas and/or designated employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communications concerning Union business at any time during working

- 3) The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon. All items to be posted on the bulletin boards are subject to review by the Sheriff.

### **ARTICLE 3. NO-STRIKE CLAUSE**

- 1) The Union agrees not to and will not promote, sponsor, or engage in, against County any strike, slowdown, interruption of operation, work stoppage, absence from work upon any pretext or excuse not founded in fact, or any intentional interruption of the business of the County, regardless of the reason for so doing, and will use all reasonable efforts to induce all employees covered by this Agreement to comply with this pledge.

### **ARTICLE 4. RIGHTS OF MANAGEMENT**

- 1) County, Sheriff, and Commissioners retain, and do not waive in any respect, all rights conferred upon them, jointly and severally, by NRS Chapter 288, any and all other provisions of the Nevada Revised Statutes, and relevant case law.

### **ARTICLE 5. NON-DISCRIMINATION**

- 1) Employer and Union agree to comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act of 1990, as amended, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613) and any other applicable federal, state, and local statutory provisions.

### **ARTICLE 6. EMPLOYEE REPRESENTATIVES**

- 1) The County recognizes and agrees to deal with representatives of the Union on all matters within the scope of bargaining and pursuant to the provisions of NRS 288, so long as the subject matter does not impinge upon the County's management rights provided by NRS 288.
- 2) Reasonable release time for employee representatives shall be limited to (1) attending County meetings, including negotiations, which have a direct impact on the Union, (2) investigating, processing or attending meetings in accordance with the provisions of the grievance-arbitration procedures of the Agreement, or (3) meetings called by the County for information exchange and other conditions designated by the County concerning the interpretation or application of the terms and conditions of this Agreement.
- 3) If such Union business or representation must be conducted during an employee representative's regular work shift, the County shall, upon advance approval of the Sheriff or his/her designee, release the employee to conduct Union affairs on County time.
- 4) The Sheriff shall not unreasonably withhold approval of requests for release time pursuant to this Article.

- 5) The County authorized payment as outlined above will be granted at the applicable straight time rate, provided the time spent is a part of the employee's scheduled workday

## **ARTICLE 7. COMPENSATION PRACTICES**

- 1) Salaries: Biweekly Salary: All Employees will be paid on each biweekly Friday, with salary computed through the preceding Sunday.
  - a) Each employee who is capped in the seven-step salary schedule shall receive a two (2%) percent Cost of Living increase each year. Each employee who is not capped in the seven-step salary schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) no Cost of Living increase will be granted.
  - b) At the beginning of fiscal year 2013 (July 1, 2013—June 30, 2014) each employee shall receive a cost of living increase equivalent to 100% of the Consumer Price Index for All Urban Consumers (CPI-U) Any such increase shall be subject to a minimum increase of two and a half percent (2.5%) and a maximum increase of five and a half percent (5.5%). Should the actual CPI-U increase be less than two and a half percent (2.5%) or greater than five and a half percent (5.5%), the net difference shall be carried forward to subsequent year(s).
    - i) Both parties agree that 1b shall be reopened at the request of either party subject to notification as set forth in Article 1 for discussion in regards to salaries, merit increases and PERS contributions.
  - c) When a former employee is reinstated to a position in the same or related class within one (1) year of separation, s/he may be appointed at or below his/her former step at the sole discretion of the Sheriff.
- 2) Merit Increases: A merit increase of one step in the salary range for the employee's job class will be granted to an employee upon completion of each year in which the employee receives a satisfactory evaluation score until the employee reaches the top of the salary range. If the employee has not been evaluated within thirty (30) calendar days following his/her anniversary date, merit will be granted retroactive to the anniversary date..
- 3) Promotion: When an employee is promoted to a higher classification covered by this Agreement, the employee shall be placed at a step in the new salary range at least one step above the previous rate paid.
  - a) All promotions within the Bargaining Unit shall be filled by candidates who meet the minimum requirements of the position that are established by the employer.
  - b) Notice of promotions within the Bargaining Unit shall be posted on bulletin boards within the Department for a period of not less than ten (10) working days prior to the last date for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information or indicate where the information may be obtained:
    - i) Title and Job Description of Position
    - ii) All eligibility requirements including education, employment, training, or experience criteria, and whether equivalent factors will be recognized

- iii) If there will be competitive testing and the date, time, and place of such test
  - iv) The nature and scope of test subject matter
  - v) Whether the test will consist of written, oral and/or physical demonstration components
- 4) Shift Differential: An employee shall receive shift differential pay, in addition to base pay on all hours worked including overtime hours worked in the following manner:
  - a) Swing shift – One dollar twenty five cents (\$1.25) per hour for all regular hours worked on Swing shift.
    - i) Swing shift is a scheduled shift which includes the 7:00 pm hour.
  - b) Graveyard shift – One dollar fifty cents (\$1.50) per hour for all regular hours worked on Graveyard shift.
    - i) Graveyard shift is a scheduled shift which includes the 12:00 am hour.
- 5) Acting Pay: An employee who is specifically assigned by the Sheriff to work in an acting capacity in a classification with a higher salary range for a period of more than five (5) consecutive days actually worked shall receive a five percent (5%) differential added to his/her hourly wage for time actually worked during the remainder of the assignment.
- 6) Court Appearances: All employees required to appear before courts or administrative agencies on County business shall be paid their regular pay, including overtime as appropriate. If the employee is in off duty status and does not receive at least twelve (12) hours notice of cancellation of said court appearance, he/she shall be paid two (2) hours at the employee's regular hourly rate. No employees shall retain any witness fees for such appearances; witness fees issued to employees shall be signed over to the County.
- 7) Compensation For Standby Status:
  - a) An employee is in standby status when s/he is:
    - i) Directed to remain available for notification to work during specified hours;
    - ii) Prepared to work if the need arises; and
    - iii) Able to report to work within forty (40) minutes.
  - b) An employee is entitled to receive additional pay of \$2.00 for every hour s/he is in standby status or \$3.00 for every hour s/he is in standby status on a holiday.
  - c) When an employee begins the performance of his/her regular duties after receiving notice to work, s/he ceases to be on standby status and qualifies for straight time or overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to standby status for the remainder of the time s/he has been directed to be available to work.
- 8) Training Officer Pay: Any employee who is designated by the Sheriff to perform the duties of a training officer as a Field Training Officer (FTO) shall receive an additional one dollar (\$1.00) per hour for all hours actually spent functioning as a Training Officer.

9) Incentive Pay: Employees will be granted incentive pay as follows:

Incentive Category Annual	Incentive Paid
Associates Degree \$600 or Bachelors Degree \$1200	Annual Rates are paid biweekly
Intermediate level P.O.S.T or Supervisors Certificate \$600	Annual Rates are paid biweekly
Advanced Level P.O.S.T \$1200	Annual Rates are paid biweekly
Specialized Training: \$1200	Annual Rates are paid biweekly
1) Firearms Instructor	
2) Weaponless Defense Instructor	
3) Impact Weapon / Taser Instructor	
4) Drug Recognition Expert*	
5) Bilingual Pay*	
6) Any other specialized training approved by the Sheriff	

- a) Employees are eligible to receive incentive pay for all three (3) categories.
- b) Employees are eligible to receive incentive pay for only one (1) Specialized Training category upon approval by the Sheriff. Incentive pay for specialized training will not be compounded for those Employees having multiple Certifications.

10) Selection for Specialized Training Instructor incentive categories shall be selected in the following manner:

- a) Notice of Specialized Training Instructor opportunities within the Bargaining Unit shall be posted on bulletin boards within the Department for a period of not less than ten (10) working days prior to the last date for application or the date scheduled for training, whichever is earlier.
- b) Notice shall contain the following information or indicate where the information may be obtained:
  - i) Title and Description of Training
  - ii) All eligibility requirements including education, employment, training, or experience criteria, and whether equivalent factors will be recognized
  - iii) If there will be competitive testing and the date, time, and place of such test
  - iv) The nature and scope of test subject matter
  - v) Whether the test will consist of written, oral and/or physical demonstration components

\*Drug Recognition Expert and Bilingual Incentive pay shall be granted at the discretion of the Sheriff.

## **ARTICLE 8. OVERTIME**

- 1) Overtime: Overtime pay is defined as additional compensation earned by an employee who is held over on his/her regularly scheduled shift or is requested to return to duty at a time that is more than 12 hours after notice is given. The employee will be compensated at time and one-half (1 ½) for their hourly rate of pay for those hours worked. The Sheriff's Office has adopted the FLSA 7 (k) exemption for law enforcement officers. Under this exemption, officers will receive overtime for any hours over eighty-four (84) in a fourteen (14) day work period.
- 2) Compensatory Time: Alternatively, overtime may be compensated at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees may not accrue more than two hundred and forty (240) hours of compensatory time per year. Compensatory time balances shall be paid out in cash on the first payroll in December of each year.
- 3) Overtime shall be filled by bargaining unit members. For the purposes of overtime to fill vacancies an overtime list shall be developed by the Union and the Sheriff. The list shall consist of all bargaining unit members who desire to work overtime to fill vacancies in staffing. A rotation procedure will be incorporated into the list. The initial eligibility list will be established with the Employee with the most full time continuous service with the Employer. Vacancies shall be filled by calling back bargaining unit members. Mandatory overtime may be required in the event Employees are not available to fill vacancies.
- 4) Except in cases of temporary changes in schedules (ex. special events), changes between schedules will be made by the Sheriff in concurrence with the County Manager and HR Director. 30 days written notice shall be provided to the Employees prior to the implementation of a change in work schedule.
- 5) Overtime shall not count toward Public Employee Retirement System (PERS) retirement benefits as stated in Nevada Revised Statutes (N.R.S.) 286.481.
- 6) Paid leave shall be considered as work time for purposes of calculating overtime.

## **ARTICLE 9. CALL-BACK PAY**

- 1) Any employee who is required to return to work by his/her supervisor in accordance with NRS 286 shall receive a minimum of two (2) hours pay at 1.5 times the regular hourly rate. Time worked in addition to the initial two (2) hours shall be compensated at 1.5 times the regular rate of pay for all time actually worked. An employee shall not be eligible for call back pay when receiving standby pay.

## ARTICLE 10. HOLIDAYS

- 1) Holidays, for the purpose of this section, shall be as follows:
  - a) January 1 (New Year's Day)
  - b) Third Monday in January (Martin Luther King, Jr. Birthday)
  - c) Third Monday in February (Washington's Birthday)
  - d) Last Monday in May (Memorial Day)
  - e) July 4 (Independence Day)
  - f) First Monday in September (Labor Day)
  - g) Last Friday in October (Nevada Day)
  - h) November 11 (Veterans Day)
  - i) Fourth Thursday in November (Thanksgiving Day)
  - j) Friday following the fourth Thursday in November (Family Day)
  - k) December 25 (Christmas Day)
  - l) Floating holiday (Any day agreed upon by employee and supervisor)
  - m) Any day that may be appointed by the Storey County Board of Commissioners as a legal holiday and any day appointed by the Governor of the State of Nevada as a legal holiday on which State offices are to close. Reoccurring holidays under this subsection will be observed through the term of the current Agreement only.
- 2) Holiday Pay: Holiday pay shall be equal to the employee's regularly scheduled shift assignment of eight (8), ten (10), or twelve (12) hours.
- 3) Holidays Not Worked: Employees who are not required to work on a recognized holiday shall receive holiday pay for the shift they normally would have worked.
- 4) Holidays Worked: Employees required to work their regularly scheduled shift on the actual holiday shall receive holiday pay plus an additional payment computed at time and one-half (1 1/2) the straight time for the hours actually worked.
- 5) Holiday During Vacation or Sick: Should a paid holiday fall during an employee's vacation or sick leave, the employee will receive holiday pay rather than have such day charged against vacation or sick pay.
- 6) Holiday Pay for Part-time Employees: Part-time employees shall receive holiday pay on a prorated basis when they would normally be scheduled and available to work on the holiday in question.

## **ARTICLE 11. VACATION**

- 1) **Accrual:** Eligible employees shall earn vacation benefits at the rate of ten (10) hours of vacation pay for each calendar month or major fraction thereof. Employees who have completed five (5) or more years of consecutive service shall earn vacation benefits at the rate of thirteen and one-third (13.33) hours of vacation for each calendar month or major fraction thereof. Vacation credits shall accrue for each pay period the employee is in full pay status or major fraction thereof.
- 2) **Eligibility:** An employee is entitled to take vacation time after six (6) months service with the County. Each employee shall accrue vacation beginning upon completion of six (6) months of continuous employment as a regular or probationary employee. Upon completion of six (6) months of County service as a regular or probationary employee, the employee shall receive sixty (60) hours of vacation credit.
- 3) **Scheduling:**
  - a) Vacation dates shall be granted and scheduled with the approval of the Sheriff or his/her designee. Where practical, in the determination of the Sheriff, vacation dates will be granted on a first-come, first-serve basis quarterly within the job classification.
  - b) An employee becoming ill while on annual leave may have leave charged to sick leave upon request and upon presentation of proper documentation.
- 4) **Pay Off at Termination:** Upon termination of employment, the County shall compensate an employee for all accrued vacation time (Up to a maximum of 240 hours).

## **ARTICLE 12. SICK LEAVE**

- 1) **Accrual:** Each employee shall earn sick leave with pay at the rate of ten (10) hours of leave for each calendar month or major fraction thereof. A maximum of nine hundred sixty (960) hours of sick leave may be accumulated.
- 2) **Use of Sick Leave:** Sick leave with pay may be granted upon approval of the Sheriff in the event of a bona fide illness of an employee or member of his/her immediate family (within the second degree of consanguinity or affinity).
  - a) If the Sheriff has reason to believe sick leave is being abused, the Sheriff may require the employee taking sick leave to submit a physician's statement in accordance with Storey County Policy 603 – Sick Leave.
  - b) After exhausting accumulated sick leave, an employee may take accumulated vacation leave if s/he needs additional time off from work. Leave without pay may be granted by the Sheriff at his/her discretion.
- 3) **Parental Leave:** The parties agree to abide by all state and/or federal laws applicable to leave for maternity and paternity, which shall include adoption of a child of less than six (6) years.
- 4) **Bereavement Leave:** In the event of death of any person related to an employee as described in subparagraph "a" preceding, the employee shall be entitled to take leave for the purpose of attending a funeral or other last rites for a period not to exceed five (5) days for each occurrence.

- 5) Payment for Sick Leave at Termination: Upon an employee's end of service through retirement or termination from service, other than involuntary termination, with a total accrued hours of three hundred sixty (360) or more, the employee shall be paid for unused sick leave at the following rate:
  - a) Less than 10 years of service shall be paid at a rate of 20% of their base rate of pay for each hour, not to exceed \$1,500.
  - b) 10 to 20 years of service shall be paid at a rate of 40% of their base rate of pay for each hour, not to exceed \$2,500.
  - c) More than 20 years of service shall be paid at a rate of 60% of their base rate of pay for each hour, not to exceed \$4,000.

### **ARTICLE 13. GROUP INSURANCE**

- 1) Health Insurance:
  - a) Employee eligibility for health insurance shall commence 90 days after hire date, and to the first day of the next month.
  - b) The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full Time Employees. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance for all Regular Full-Time Employees hired on or before June 30, 2005. The Employer- agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than forty (40) hours per workweek hired on or after July 1, 2005. Employer agrees to pay \$40,000 A D & D of employee for the term of this Agreement.
  - c) Effective May 1, 2012 - Employer agrees to pay the monthly premiums for health insurance for minor dependents of employees and spouses who are not eligible for any other health insurance coverage on the same percentage basis as Employer pays for the employee. If the employee's spouse is eligible for any other health insurance coverage, the employee may choose to cover their spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage.
    - i) All employees shall provide annual certification stating that their spouses are not eligible for any other health insurance coverage on a County provided affidavit.
- 2) Effective May 1, 2012 - Employee may opt out of Employer provided health insurance coverage and receive fifty (50%) percent of the premium the Employer would have paid for Employee only. Premium percentage will be paid to the employee via payroll once per month and may be considered taxable income. Opt out must be done annually during an open enrollment period.
- 3) Legal Liability: NRS Chapter 41 shall apply to represented employees as appropriate.

- 4) In the event that AFSCME negotiates a higher level of spousal coverage provided by the Employer, or it is offered to any employees excluded from coverage by Collective Bargaining Agreements (with the exception of those subject to statutory requirements), after the ratification and for the duration of this agreement, this Article shall be re-opened for negotiation between the Union and the Employer.

#### **ARTICLE 14. RETIREMENT**

1. Eligibility: Employees covered by this Agreement shall be included in the State of Nevada Public Employees' Retirement System providing benefits pursuant to NRS Chapter 286.
2. Contributions: The Employer will pay retirement contributions for employees covered under this agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of Chapter 286 of NRS in respect to "Early Retirement".

#### **ARTICLE 15. UNIFORMS**

- 1) Initial Uniforms: New employees covered by this Agreement shall be provided by the County an initial uniform complement as follows:
  - a) 4 -shirts
  - b) 4 - pants
  - a) 1- cold weather gear as approved by the Sheriff for authorized staff
  - c) 1 - cold weather jacket
  - d) 1 - hat
  - e) 2 - badges
  - f) 1 - body armor (initial and replacement pursuant to National Institute of Justice Standards) Purchase of body armor is conditioned on the requirement that the deputy must wear the vest while on duty.
  - g) \$300.00 for the purchase of other required items
- 2) In the event the Sheriff should alter, modify or change the existing initial issued items, County shall pay the cost of any such modifications or changes.
  - a) The Sheriff will provide all necessary equipment for probationary employees. A probationary employee may use the \$300.00 and, if so, will have to pay it back if terminated before completion of the first year of employment.
- 3) Uniform Allowance: The County will provide a uniform allowance of \$1,000.00 per year payable at \$250.00 per quarter payable the first pay date in July, October, January, and April to employees who have completed one (1) year of employment as a staff member with the Sheriff's Office.

## **ARTICLE 16. LEAVES OF ABSENCE**

- 1) General Provisions-Unpaid Leaves: A leave of absence may be granted to an employee in accordance with Storey County Policy and Procedure Number 606 – Leave of Absence Without Pay.
- 2) Investigatory Leaves: Any employee who is required to discharge a weapon in the line of duty may forthwith be placed on administrative leave with pay pending investigation of the incident by the Sheriff. The Sheriff may assign the employee to other duties where carrying or use of a weapon is not required until completion of the investigation. If the Sheriff determines that the weapon used was justified, the employee shall be restored to regular duty. If the investigation indicates that the weapon used was not justified, the employee may be placed on paid leave. If an administrative action is taken against the employee, the Sheriff shall place the employee on paid leave pending the pre-disciplinary hearing.
  - a) Any employee charged with any criminal act may be placed on unpaid leave forthwith pending final disposition of the matter. If the employee's innocence is found, the employee shall be restored to regular duty with back pay to the date of suspension if no administrative action is pending. If administrative action is taken against the employee, restoration of back pay will occur following the pre-disciplinary hearing on the administrative charges. Such restoration shall not include back pay for any period assessed as discipline.
- 3) Jury Duty: Any employee called for jury duty shall be granted a leave of absence with pay. The employee shall retain any travel pay ordered by the court unless the employee's travel has been at County expense, but shall pay any other fees received to the County. Such leave shall not be charged against the employee's vacation credit.
- 4) Family and Medical Leave: Family and medical leave for employees shall be governed by the provisions of the federal Family and Medical Leave Act (FMLA) and Storey County Policy and Procedure Number 605 – Family and Medical Leave.
- 5) Military Leave: Employees shall be granted military leave with pay in accordance with the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and Storey County Policy and Procedure Number 609 – Military Leave

## **ARTICLE 17. LAYOFF PROCEDURE**

- 1) Position to be Eliminated: If the County determines the need for a reduction in its work force for lack of work or lack of funds, the Sheriff, County Manager and Personnel Director/Administrative Officer (Committee) will determine the positions to be eliminated and the employees to be laid off within each affected job class. Written notice of not less than thirty (30) calendar days shall be provided to regular employees to be laid off.
- 2) Order of Layoff:
  - a) Initially the Committee shall consider employees for layoff in the inverse order of seniority.
  - b) When selecting which employee will be laid off, the Committee will review the qualifications of the employee with the least seniority in the affected job class. If the Committee finds an employee with less seniority has qualifications which are needed by the Sheriff's Office and those qualifications are equal to or greater than those of an employee with greater seniority,

- c) Qualifications to be considered in determining exceptions to seniority order shall include knowledge, skill, ability, and certificates required for job functions to be assigned to the remaining staff, as well as previous experience in performing the essential functions and job performance. Job performance shall be determined on the basis of the employee's record of job performance as documented in the employee's personnel file at least forty five (45) calendar days prior to the date the County determines a layoff is necessary. This shall not preclude consideration of discipline consisting of a two (2) day suspension or more occurring within this period.
  - d) After consideration of seniority within class, qualifications, and performance, any ties shall be broken by total seniority within the department. Time spent in other County departments or as a County volunteer and/or reserve is specifically excluded in computing time for purposes of determining seniority.
  - e) An employee who was initially hired by the Sheriff into a class with a lower rank than his/her current class shall have the right to bump an employee in such lower class if s/he has more seniority in the lower class. Such bumping rights may be exercised subject to the Sheriff's review of performance and qualifications outlined above.
- 3) Appeal Procedure:
- a) Notice of Appeal: In the event that an employee who has been laid off out of seniority order believes the decision based upon performance and/or qualification is incorrect, s/he may request that the Union appeal the Sheriff's determination. If the Union finds there is good reason to believe that the Sheriff has erred in his/her decision, it may appeal through the process set forth in this Article. Such appeal shall be filed within five (5) working days of delivery of the layoff notice to the employee.
  - b) Appeal Review Committee: When an appeal is filed, the Union shall identify two (2) persons to serve on a review committee at the time of the appeal. The Sheriff shall then appoint two (2) persons to the committee. Each of the persons appointed to the appeal committee shall be familiar with the work of the department and with the job class from which layoff is to be made. The appeal committee shall meet within five (5) days of delivery of the notice of appeal to the County. It shall review the basis for the Sheriff's layoff decision and the reasons the employee believes the decision is in error. The appeal committee shall then determine whether the Sheriff's decision was reasonable and on that basis either confirm or reject the Sheriff's decision.
  - c) If the appeal committee cannot reach an agreement regarding the Sheriff's decision regarding order of layoff, it shall, within three (3) days of its initial meeting, request the participation of a federal mediator. The services of the mediator will be jointly requested by the County and the Union on an urgent basis. The mediator shall seek to achieve a consensus decision among the appeal committee members. If none is reached, the mediator shall become a voting member of the appeal committee.
  - d) The determination of the appeal committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.

- e) The fees and expenses of the mediator shall be shared equally by the Union and the County. Each party however, shall bear the costs of its own presentation, including preparation and post-hearing briefs and legal fees, if any.
- 4) Recall Rights: Laid off employees will have a right to return to a vacancy in the same class and department from which they were laid off. Recall shall be in inverse order of layoff.
  - a) Recall List: Employees shall remain on the recall list for one (1) year following the date of layoff; provided, however, laid off employees shall be removed from the recall list if:
    - i) They decline appointment to a position in the same department and in a class at the same salary range as the position from which their layoff occurred; or
    - ii) They fail to report for duty within fifteen (15) calendar days of mailing of notice of recall to County employment.
  - b) Recall Notice: Notice of recall or available position may be made in person or by U.S. Mail, return receipt requested. It is the responsibility of each laid off employee to notify the Sheriff of his/her current address.

#### **ARTICLE 18. CHANGE OF ASSIGNMENT AND JOB VACANCIES**

- 1) An employee whose regular assignment is changed shall be given thirty (30) days notice of the reassignment. Notice is not required when change is required to serve the public in an emergency.
- 2) During the first week of January and July of each year, employees will be permitted to notify the Sheriff of their preference for *work shifts*. The Sheriff will consider staff preferences in order of seniority, but shall retain full authority to make shift assignments. Employees will be permitted to trade shifts or days off with the proper approval of their respective supervisor.
- 3) For purposes of this Article, seniority is determined by the total consecutive time spent in the current job assignment (patrol, detention, investigations). If seniority is otherwise equal, a choice must be made on the total time spent with the Sheriff's Office second by total time spent with the County, and third by lot. In computing time for purposes of determining seniority, only time spent during current continuous County service will be counted. Leave without pay over thirty (30) days is not counted. Part-time employment must be prorated to its full-time equivalent. Time spent in other County departments or as a County volunteer and/or reserve is specifically excluded in computing time for purposes of determining seniority.

#### **ARTICLE 19. DISCIPLINARY ACTION**

- 1) General Policy: Discipline shall be administered or imposed on a basis of progressive punishment. No discipline shall be imposed except for cause. All discipline shall be accompanied by counseling which may assist the employee in correcting past performance deficiencies or behavior. Authorized discipline shall range from documented verbal warning up to and including termination of employment with the County. The initial form of discipline and punishment shall be appropriate to the seriousness of the initial offense or condition.

2) Forms of Discipline:

- a) Documented Verbal Warning: Whenever employee performance or job-related behavior falls below the acceptable level, the employee's supervisor shall inform the employee of the deficiencies using Storey County Policy and Procedure Form 1001F. Documented Verbal Warnings shall remain in the employee's personnel record for twelve (12) months, after which the warning letter may be removed from the employee's service record upon the written request of the employee directly to the Sheriff and approval of the Personnel Director. Once the document has been removed from the employee's personnel record, the Personnel Director will send confirmation to the employee.
- b) Written Reprimand: In situations where a documented verbal warning has not resulted in correction of the condition, or where more severe initial action is warranted, the employee's supervisor shall inform the employee of the deficiencies using Storey County Policy and Procedure Form 1001F1. Written Warnings shall remain in the employee's personnel record for eighteen (18) months, after which the warning letter may be removed from the employee's service record upon the written request of the employee directly the Sheriff and approval of the Personnel Director. Once the document has been removed from the employee's personnel record, the Personnel Director will send confirmation to the employee.
- c) Suspension: If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an employee may be suspended without pay by the Sheriff for a period not to exceed forty-five (45) working days. Documentation supporting the suspension shall remain in the employee's personnel record for twenty-four (24) months, after which the documentation may be removed from the employee's service record upon the written request of the employee directly to the Sheriff and approval of the Personnel Director. Once the document has been removed from the employee's personnel record, the Personnel Director will send confirmation to the employee.
- d) Pay Reduction: If other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, the Sheriff may reduce pay by no more than one step in the employees current pay grade. The date the employees pay reduction takes effect shall establish a new anniversary date. Documentation establishing the cause for the pay reduction shall remain in the employee's personnel record for twenty-four (24) months, after which the supporting documentation may be removed from the employee's service record upon the written request of the employee directly to the Sheriff and approval of the Personnel Director. Once the document has been removed from the employee's personnel record, the Personnel Director will send confirmation to the employee.
- e) Involuntary Demotion: When other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, the Sheriff may demote. Rejection on probation following promotion is not discipline. Documentation establishing the cause for the Involuntary Demotion shall remain in the employee's personnel record for twenty-four (24) months, after which the supporting documentation may be removed from the employee's service record upon the written request of the employee directly to the Sheriff and approval of the Personnel Director. Once the document has been removed from the employee's personnel record, the Personnel Director will send confirmation to the employee.

- f) Termination: As a final disciplinary measure when other forms of discipline or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, the Sheriff may terminate an employee.
- 3) Notice of Suspension, Involuntary Demotion or Dismissal: All notices of suspension, involuntary demotion or dismissal shall be given to the employee, in writing, specifying the action to be taken, the grounds upon which the action is based, including specification of standards, rules, regulations or policies violated, if applicable, and the date of action taken. The specification of charges shall include a statement of facts constituting conduct for which discipline is to be imposed, together with a statement of specification of standards, specific rules, regulations, ordinances, laws, policies or performance standards, if applicable, which the employee is alleged to have violated. The notice shall include a statement that the employee has five (5) working days to meet with the Sheriff to discuss the proposed action. The specification of charges shall be signed by the Sheriff or his/her designee. The Sheriff shall not suspend, involuntarily demote or dismiss an employee without giving ten (10) working days notice prior to the action being taken.
- a) The Sheriff may serve notice upon an employee by mail or personal service. If mailed, notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned to sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.
  - b) The employee, who may be accompanied by a Union representative, shall meet with the Sheriff to review the charges. The employee shall be given an opportunity to state his/her position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for the consideration of evidence the employee produced and/or for further investigation of the employee's response.
- 4) Administrative Leave During Disciplinary Proceeding: 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 operations, the Sheriff may place an employee on administrative leave, with pay, pending an investigation prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The employee will be notified, in writing, of the decision to place him/her on administrative leave. The notice will include a statement that the leave is not a disciplinary action.
- 5) Appeals of Disciplinary Actions: Within ten (10) days of the date that disciplinary action of suspension without pay of three (3) days or longer, pay reduction, involuntary demotion, or dismissal are implemented by the Sheriff, the Union may appeal said disciplinary action to arbitration.
- a) The appeal must be in writing and state the basis of the appeal. The Union and the Sheriff shall mutually select a disinterested third party to serve as arbitrator. In the event an agreement cannot be reached to select a neutral arbitrator, the parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the Federal Mediation and Conciliation Services (FMCS) and alternatively strike names from such list until one (1) name remains. That remaining person so selected shall serve as arbitrator. The party to strike first shall be determined by lot. Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date. The fees and expenses of the arbitrator shall be shared equally by the Union and the County. Each party, however,

## ARTICLE 20. GRIEVANCE/ARBITRATION PROCEDURES

- 1) Definitions:
  - a) Grievance: A grievance is a claimed violation, misapplication or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.
  - b) Grievant: A grievant is an employee or group of employees who are covered by the provisions of this Agreement and who believe they have been adversely affected by an act or formal decision of the Employer occasioning the grievance, and who file a grievance. The Union may be the grievant if an act or formal decision of the Employer which is alleged to be a grievance directly relates to a Union activity or privilege addressed in this Agreement.
  - c) Day: Day shall mean a weekday, Monday through Friday, excluding holidays.
  - d) Grievance Screening Committee shall consist of any three (3) current members of the Board of Directors of the Storey County Sheriff's Office Employee Association.
  - e) The Grievance Board shall be composed of two (2) members appointed by the Employer and two (2) members appointed by the Union.
- 2) Rights of Representation: With the consent of the aggrieved employee(s), one (1) Union representative shall be present for any meeting, hearing, appeal, or other proceeding between the Employer and the grievant relating to a grievance that has been filed pursuant to this Article.
  - a) If, in the judgment of the Union, a grievance affects a group of employees or the Union, the Union may initiate and file such grievance with the Personnel Director and the processing of such grievance shall commence at Level II. The Union may process such a grievance through all levels of the procedure.
- 3) Individual Rights: Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with the appropriate supervisor(s), and to have the matter resolved without the intervention of the Union, as long as the Union has had, at the request of the employee, the opportunity to be present at such discussions.
- 4) Informal Resolution: Within fifteen (15) working days from the event giving rise to a grievance or from the date the employee(s) could reasonably have been expected to have had knowledge of such event, the employee shall orally discuss the grievance with his/her immediate supervisor. A supervisor shall have ten (10) working days to provide a decision to the employee.
  - a) The Unions Grievance Screening Committee shall convene within ten (10) working days from the date the supervisor provides or should provide a decision to the employee. The Grievance Screening Committee shall screen grievances to determine if there is valid cause to proceed to a Formal Level Grievance.

- b) Should the Grievance Screening Committee determine there is no valid cause to proceed to a Formal Level Grievance, the Grievant shall still have the right to proceed however, they will not have the support of the Union.
- 5) Formal Levels:
- a) Level I: If a grievant is not satisfied with the resolution proposed at the informal level, s/he may, within ten (10) working days of the receipt of such decision, file a formal written grievance with his/her supervisor, describing the grievance, the specific section(s) of this Agreement or County rules, regulations, and/or policies allegedly violated, and the remedy requested. The supervisor may have a meeting with the grievant and within ten (10) working days of receiving the grievance provide a written decision to the grievant.
    - i) If the supervisor fails to respond within ten (10) working days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the grievance contains a request for a monetary remedy; the grievance shall automatically advance to Level II.
  - b) Level II: If the grievant is not satisfied with the decision rendered by the supervisor, the grievant may, within ten (10) working days from the receipt of such decision, file a written appeal to the Personnel Director/Administrative Officer. Within ten (10) working days of receipt of the written appeal, the Personnel Director/Administrative Officer shall direct that the Grievance Board be convened at a place agreeable to the parties and at a time not more than twenty (20) working days from the date of the notice directing that the Grievance Board be convened. The procedure for the Grievance Board shall be previously agreed upon by the Union and the Employer. The majority decision by the Grievance Board is final and binding.
  - c) Level III: In the event the Grievance Board is deadlocked, the grievance may be submitted to arbitration for resolution. The grievant or the Union shall exercise the right to arbitration by giving the Personnel Director/Administrative Officer written notice of intent to arbitrate within ten (10) working days from the date of receipt of the Grievance Board's notification of deadlock at Level II. If any question arises as to the ability to arbitrate the grievance, and the grievant or the Union has decided to proceed, such question will first be ruled upon by the arbitrator selected to hear the dispute.
    - i) Within ten (10) working days after the Personnel Director/Administrative Officer receives the written notice of intent to arbitrate, The Employer and the grievant or the Union will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain a commitment to serve from the agreed-upon arbitrator within the ten (10) working day period, a request for a list of seven (7) arbitrators may be made by either party to the Federal Mediation and Conciliation Service. Within five (5) working days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party to strike first shall be determined by a toss of the coin. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
    - ii) The arbitrator shall thereafter confer promptly with the parties, shall set and hold hearings, and shall issue a written decision setting forth the arbitrator's findings of fact, conclusions of law and decision within thirty (30) working days from the date of the

- 6) Arbitration Costs: The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall bear the costs of its own presentation including, but not limited to, witness fees and expenses, preparation, pre- and post-hearing briefs, and legal fees, if any.
  - a) If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless the parties mutually agree to share the cost. Any party desiring a copy of the transcription will pay the costs for the copy. If the arbitrator requires a reporter and transcript, the parties will share the cost equally.
- 7) Jurisdiction of the Arbitrator: The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing. The decision of the arbitrator may be enforced in any court of competent jurisdiction.
- 8) General Provisions:
  - a) If the grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
  - b) The grievant may be represented by a person of his/her choice at any level of this procedure.
  - c) Nothing contained herein shall preclude an employee, with or without representation, from bringing a matter not addressed herein through the chain of command to the Personnel Director/Administrative Officer.
  - d) Proof of service shall be accomplished by certified mail or personal service evidenced by a notarized affidavit of service.
- 9) Exceptions to Time Limits: The time limits set forth in this Article shall be strictly observed, unless extended by written agreement of the Union and the Employer or otherwise excused for just cause.
  - a) A grievance alleging errors in salary which are ongoing shall be deemed continuing and all subsequent errors shall relate back to and be incorporated within the grievance alleging the errors in the first instance.
  - b) Notwithstanding the expiration of this Agreement, any grievance filed prior to expiration may be processed through the grievance procedure to resolution.
  - c) Proof of service shall be accomplished by certified mail or personal service.

## ARTICLE 21. MISCELLANEOUS

- 1) Safety: The County shall make every reasonable effort to provide all safety equipment and maintain safe conditions of employment. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisor in writing. The supervisor will provide an initial response to all such reports within three (3) days of receiving the employee's written notice. A written response will be provided within ten (10) days. The County agrees to pay for a standard testing procedure to test for HIV/AIDS for an employee who, within the scope of the employee's normal duties, has been exposed to HIV/AIDS and could reasonably be viewed as posing a legitimate threat. The County agrees to pay for Hepatitis B vaccinations for all employees covered by this Agreement who consent to the vaccination and who make an affirmative request for the vaccination.
- 2) Communicable Disease: In the event an officer covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he has been exposed to or is the carrier of a serious communicable disease, the deputy may be relieved of duty without the loss of any pay or sick leave and shall be taken to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the deputy is permitted to leave duty for this purpose.
  - a) The deputy shall be provided with preventive measures designed to protect the deputy against communicable diseases. These measures shall include, but are not limited to, vaccines and blood tests; medical equipment such as gloves, masks, and other products; and equipment and procedures that are intended to detect, prevent, or impede communicable disease. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the deputy. The Storey County Sheriff's office shall not be held responsible for any consequences to the officer as a result of the deputy having or not having received any vaccinations or test.
- 3) Personnel Files: Any employee covered under this Agreement shall, upon request, by appointment, be permitted to examine his/her personnel file. An employee may copy any material in the file.
  - a) No material derogatory to an employee covered hereunder may be placed in the employee's personnel file unless a copy is provided to the employee. An employee may submit explanatory remarks which shall be placed in the file.
- 4) Rights of Peace Officers: The County expressly recognizes the provisions of NRS Chapter 289 "Rights of Peace Officers."
- 5) Personal Property: Subject to the approval of the Sheriff, the County will pay one-half (1/2) the cost of replacing an employee's prescription eyeglasses/contact lenses damaged in the line of duty to the extent not covered by insurance.
- 6) Participative Management Committee: A Committee of the Management and the Union (not to exceed three [3] representatives each) shall meet semi-annually or more frequently when mutually agreed. The meetings will be held on mutually agreed dates and times for the purpose of:
  - a) Discussing the administration of this Agreement;
  - b) Exchanging general information of interest to the parties;

- c) Giving the bargaining unit representatives the opportunity to share views of their members and/or make suggestions on subjects to their members;
  - d) Review and analyze replacement and new equipment for quality, safety and functionality of future equipment purchases.
- 7) Education and Development: An Employee will be reimbursed for educational training courses taken after written approval from the Sheriff.
- a) The training must be related to the required skills or education for the Employee's current position or to a logical career path with the Employer.
  - b) Only a represented Employee will be eligible for reimbursement for course work after successful completion of the probationary period. Further eligibility may be determined by the Sheriff in accordance with the departmental training program.
  - c) No Employee will be reimbursed more than Two Thousand Dollars (\$2000.00) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.
  - d) Reimbursable expenses shall be restricted to tuition and course fees. While courses shall be normally taken on the Employee's own time, exception may be granted by the Sheriff, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid, excused absence.
  - e) To obtain reimbursement, a course must be taken from a recognized and accredited school. Reimbursement will be effected upon presentation of evidence to substantiate the expense and certificate of completion or evidence of a passing grade of C or 70% or better.
- 8) Shift Trades: Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Sheriff's Office. Employees who trade shifts must occupy the same job assignment and otherwise be qualified to perform the duties of the job assignment.
- a) No obligation, financial or otherwise of any nature, shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.
  - b) Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual leave balance reduced up to twelve (12) hours or up to eighteen (18) hours if overtime payment is required.
  - c) Three-way shift trades are prohibited except under emergency conditions, as determined by a Supervisor.
  - d) A maximum of one hundred twenty (120) hours of shift trades per calendar year, per Employee will be permitted. Shift trades shall not interfere with the operation, administration, or safety of the Sheriff's Office.

- e) Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.

## **ARTICLE 22. CATASTROPHIC LEAVE**

- 1) Definitions: Catastrophe means the employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks.
- 2) Establishing the Catastrophic Leave Account: The Sheriff may establish an account for catastrophic leave for Sheriff Department employees. All employees of the Sheriff's Department who are eligible to use sick leave, whether or not the positions they occupy are part of the Deputy Sheriff's bargaining unit, may use the leave from the catastrophic leave account and/or donate to this account. Donations to and withdrawals from this account are restricted to employees of the Sheriff's Department.
  - a) An employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.
  - b) Sick leave will be transferred at the rate of one hour for one hour credit donated consistent with the provisions of NRS 245.210. Donated time will be converted to a dollar amount based upon the donating employee's current base hourly rate of pay. When an employee is given leave, the catastrophic leave account will be reduced by an amount determined by multiplying the receiving employee's current base rate of pay by the number of hours received.
  - c) The minimum number of hours which may be transferred is eight (8) hours. An employee may not transfer sick leave to the account for catastrophic leave if the balance of his/her account after the transfer is less than two hundred forty (240) hours. Leave will be placed in a pool; however, the employee may transfer hours to the catastrophic leave account for use by a particular employee who has been determined to be eligible to receive the leave.
  - d) Any hours of annual or sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to section 4 of this Article.
- 3) Request for Catastrophic Leave: An employee who is himself/herself affected by a catastrophe as defined in paragraph (1) may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes which befall the employee.
  - a) The request must include:
    - i) The employee's name, title, and classification; and
    - ii) A statement of the limitations which prevent the employee from being available for work and the expected duration of the limitations.

- b) An employee may not receive any leave from the catastrophic leave account until s/he has used all his/her accrued annual, sick, and other paid leave. If an employee has requested leave from the catastrophic leave account within the previous three (3) years, the employee may not receive any leave from the catastrophic leave account until s/he has been off work for forty (40) consecutive hours and has used all his/her accrued sick, annual, and other paid leave.
  - c) An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.
- 4) Approval of Transferring the Catastrophic Leave: The Sheriff may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any employee who is eligible to receive such leave.
- a) The decision of the Sheriff concerning the approval of leave is final and is not subject to the grievance procedure, judicial review or review by the Board of County Commissioners.
- 5) Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used: The Sheriff shall review the status of the limitations of the employee and determine when the limitations no longer exist. This determination is final and not subject to the grievance procedure, judicial review or review by the Board of County Commissioners.
- a) The Sheriff shall not grant any hours of leave from the catastrophic leave account after:
    - i) The limitations cease to exist; or
    - ii) The employee who is receiving the leave resigns or his/her employment with the County is terminated.
  - b) Any leave which is received from the catastrophic leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.
- 6) Maintenance of Records on Catastrophic Leave: The Sheriff shall maintain the records and report to the Union any information concerning the use of a catastrophic leave account.
- 7) Substantiation of Limitations: The Sheriff or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. The cost of such written substantiation shall be borne by the Sheriffs Office.

**ARTICLE 23. WORK-RELATED INJURIES**

- 1) On-the-Job Injury: All Deputies shall be covered by a Workers' Compensation Program. This program will provide for payment of industrial accident benefits and compensation for partial and total disability arising from work-related injuries, illnesses, and occupational diseases in accordance with NRS and Storey County Policy and Procedure Number 704 – Workers' Compensation and Temporary Modified Duty.
- 2) Temporary Transitional Duty: Temporary Transitional Duty will be provided, when possible, in accordance with NRS and Storey County Policy and Procedure Number 704 – Workers' Compensation and Temporary Modified Duty.

## **ARTICLE 24. PAYROLL DEDUCTION**

- 1) The County shall deduct dues from the salaries of Union members and pay over to the proper officer of the Union the money so collected on a monthly basis. All payroll deductions for dues shall only be made in accordance with a voluntary deduction authorization form individually executed by the employee for whom the deduction will be made.
- 2) The Union shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, and all other forms of liability, which might arise out of or by reason of action taken under the provisions of this Article.
- 3) The Union 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, in writing, thirty (30) days prior to the effective date of such change.

## **ARTICLE 25. PERSONNEL PRACTICES**

- 1) Date of Hire is the first day actually worked.
- 2) Initial Probationary Period: Probationary periods are considered a continuation of the selection process and apply to all initial appointments. All classifications covered by this Agreement shall undergo a probationary period of one year from the date of hire.
  - a) Time which elapses between an offer of employment and the date the employee begins working, military leave, catastrophic leave, other leaves of absence, suspension or other separations shall not be considered working time.
- 3) Rejection During Initial Probation: The Sheriff may terminate (reject) a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to the grievance procedure of this Agreement; except when the employee alleges and substantiates in writing that the termination was due to discrimination on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability or union affiliation. Grievances based on allegations of discrimination shall be processed pursuant to Article 20 of this Agreement and filed directly at Level 2 with the Sheriff within ten (10) days of the notice of termination.

The Sheriff shall notify the employee in writing that s/he is rejected during probation. No reasons for the action are necessary.

## **ARTICLE 26. DRUG AND ALCOHOL-FREE WORKPLACE**

- 1) Drug and Alcohol-Free Workplace & Reasonable Suspicion Drug Testing: Employees agree to abide by Storey County Policy and Procedure Number 206 – Drug and Alcohol-Free Workplace.
  - a) Reasonable Suspicion Drug and Alcohol Testing will be conducted in accordance with Storey County Policy and Procedure Number 206 – Drug and Alcohol-Free Workplace and Storey County Policy and Procedure Number 206A – Vehicle Operators Drug and Alcohol Policy, as appropriate.

- 2) Weapons / Use of Deadly Force Incident: Each employee who accidentally discharges a firearm while on duty or applies deadly force against a human being will be tested for drugs and alcohol as soon as possible after the incident.
  - a) An employee who is subject to a post-accident/incident test must remain readily available for testing. An employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test. Further, the employee, subject to a post-accident/incident test, must refrain from consuming alcohol for eight (8) hours following the accident/incident or until the employee submits to an alcohol test, whichever comes first. An employee who consumes alcohol within eight (8) hours following the accident/incident or before submitting to an alcohol test, whichever comes first, shall be subject to discipline, up to and including termination.

#### **ARTICLE 27. SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties agree that, in the event that any provision(s) of this Agreement are finally held or determined to be illegal or void as being in contravention of such laws, rulings or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect unless the provision(s) so found to be void cannot be separated from the provision(s) of this Agreement held to be legal. Upon such finding of illegality and nullity, the parties shall promptly meet to enter into lawful negotiations concerning the substance of the provision(s) found to be illegal and void.

**ARTICLE 28. ADOPTION AND AMENDMENT PROCEDURE**

This Agreement shall be deemed adopted and binding upon execution by authorized representatives of the Union and the County.

The provisions of this Agreement shall not be altered, amended or added to except by the mutual written agreement of the County and the Union. Either party may request the other to consider changes in provisions of the Agreement; such request shall be in writing.

STOREY COUNTY

OPERATING ENGINEERS LOCAL  
UNION NO. 3 BARGAINING  
COMMITTEE

\_\_\_\_\_  
Robert Kershaw, Chairman

\_\_\_\_\_  
Keith Kiechler, Association President

\_\_\_\_\_  
Greg Hess, Vice-Chairman

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Tim Guthrie, Supervisors Representative

\_\_\_\_\_  
William Sjovangen, Commissioner

\_\_\_\_\_  
Vanessa Adrian, Association Treasurer

\_\_\_\_\_  
Dwayne Killgore, Business Representative

\_\_\_\_\_  
Russ Burns, Business Manager

\_\_\_\_\_  
James K. Sullivan, Recording  
Corresponding Secretary

\_\_\_\_\_  
Carl Carey, Director of Public Employees

Approved as to form:

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William Maddox, District Attorney

