



AGREEMENT

between

LYON COUNTY, NEVADA

and

LYON COUNTY SHERIFF'S EMPLOYEE ASSOCIATION

July 1, 2020-June 30, 2021

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AGREEMENT

between
LYON COUNTY, NEVADA
and
LYON COUNTY SHERIFF'S EMPLOYEE ASSOCIATION
(July 1, 2020- June 30, 2021)

PREAMBLE

WHEREAS, Lyon County ("County") and the Lyon County Sheriff's Employee Association ("Association") are engaged in providing public services essential to the health, safety and welfare of the residents of County; and

WHEREAS, County, its employees and representatives of its employees have a high degree of responsibility to the general public; and

WHEREAS, the parties to this Agreement and the employees covered by this Agreement recognize their responsibility to provide the services for which they are involved without interruption; and

WHEREAS, the parties understand that the Board of Lyon County Commissioners is charged by law with the duty and responsibility of operating and providing county government services and in carrying out those duties and responsibilities in employing county employees in its operations. The terms and conditions of employment of employees and County regulations and rules affecting the employment of those employees are matters of mutual concern to County and Association. It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations, exchange of communications and views, and resolutions of any misunderstandings or grievances, and to set forth in writing hereinafter the Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment so that both parties are accorded the rights granted to them by Nevada Revised Statutes and that each party recognizes and respects the statutory rights of the other party.

This agreement is entered into between the County and the Association. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the 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 NRS 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 1. EFFECTIVE DATES

This Agreement shall be effective as of the 1st day of July, 2020, and shall remain in full force and effect to and including the 30th day of June, 2021. This Agreement shall thereafter remain in full force and effect until a successor Agreement is reached, except that the County shall have no obligation to pay any longevity payment or step increase under this Agreement after June 30, 2021, and shall have no obligation to increase any other rate of pay or benefit under this Agreement after June 30, 2021, unless and until the parties expressly agree otherwise by way of a negotiated amendment to this Agreement.

ARTICLE 2. RECOGNITION, PARTIES

The Association is hereby recognized as the sole and exclusive collective bargaining representative pursuant to NRS 288 for the following bargaining units:

(1) Non-Supervisory Bargaining Unit. This bargaining unit is composed of all full-time employees in the Deputy classification.

(2) Supervisory Bargaining Unit. This bargaining unit is composed of all full-time employees in the Sergeant and Lieutenant classifications.

The parties recognize that additional sworn classifications at or below the rank of Lieutenant may be established which share a community of interest with the positions in the above bargaining units. In the event that the County establishes a new classification which is to be assigned to the bargaining unit or changes an existing bargaining unit classification, the Association will be notified in writing of the proposed new established wage rate and job description or changed classification prior to adoption to allow the Association an opportunity for discussion.

If within thirty (30) days of notification of the proposed wage rate for the new classification, the Association provides written notification of their disagreement with the rate established, the wage rate shall be subject to mandatory bargaining.

ARTICLE 3. NO-STRIKE CLAUSE

The Association will not promote, sponsor or engage in any strike against the County, slow down or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact; or any other intentional interruption of the operations of the County, regardless of the reason for so doing; and will use its reasonable efforts to induce all employees covered by this Agreement to comply with this pledge.

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. RIGHTS OF MANAGEMENT

The County, Sheriff, and Commissioners retain, and do not waive in any respect, all rights conferred upon them, jointly and severally, by NRS Chapter 288, as may be amended from time to time, and any other applicable legal authority.

ARTICLE 5. NON-DISCRIMINATION

A. The County will not discriminate against any employee because of membership in the Association or interfere with the exercise of an employee's rights under this Agreement. The County will not encourage membership in another employee bargaining organization.

B. The Association recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees in the negotiating unit without discrimination, interference, restraint, or coercion.

C. In Accordance with NRS Chapter 613 and all other applicable state and federal laws, the provisions of this Agreement shall be applied equally to all covered employees without discrimination as to race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, political affiliation or disability, except when based upon a bona fide occupational qualification.

ARTICLE 6. RIGHTS OF ASSOCIATION

A. County recognizes and agrees to deal with representatives of Association on all matters covered by this Agreement and pursuant to the provisions of NRS 288.010 et seq., so long as the subject matter does not impinge upon County's management rights provided by NRS 288.150.

B. Selection of representatives of non-supervisory employees and supervisory employees shall be the responsibility of Association. Association shall provide County with a list of its representatives and shall be responsible to maintain and provide County with notification of all changes.

C. Release time during work hours for Association business shall be limited to Association executive board members, grievance representatives, and/or members of the Association's negotiation team. The purposes for which such employees may be released include labor negotiations, labor relations workshops, processing grievances concerning discipline and/or contract interpretation, and personnel matters in which Association representation has been requested. Release time shall be subject to the approval of the Sheriff; provided, however, that such approval shall not be unreasonably denied. Employees shall be compensated at their normal rate of pay during release time, up to an Association-wide aggregate limit of two hundred (200) hours in any fiscal year. The

County shall not provide more than a total of two hundred (200) hours of paid release time to the Association and/or its members in any fiscal year, except that if an officer-involved shooting (OIS) occurs the Sheriff may authorize up to an additional fifty (50) hours of release time per each bargaining unit member who requests Association representation in the OIS investigation. All release time in excess of the limit established in this paragraph shall be taken as vacation leave or, at the released employee's option, as leave without pay. Release time shall not count as hours worked for overtime purposes. Any time any employee spends on Association business while off duty and/or outside of scheduled work hours shall not count as release time or as hours worked in any respect, and the County shall owe no compensation to the employee for such time.

D. Non-Employee Access: Authorized non-employee Association representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins on bulletin board(s) without unreasonable interference with employee work. The Association shall give the Sheriff a written list of such authorized Association Representatives. Only those people whose name appears on the current list shall be granted access, with prior notification to and approval by the Sheriff or designee, under this provision.

E. The Association will be provided space for a bulletin board not exceeding 3 x 4 feet at location the Sheriff's Office and Substations subject to location approved by the Sheriff or designee. The location approved shall not include areas that are hidden from the membership including locked rooms or closets. Materials to be posted subject to review and approval by the Sheriff or designee and shall not contain any obscene, defamatory, derogatory or of a partisan political nature nor shall pertain to public issues which do not involve the County or its relationship with the Association. The Association may use county telephones and County e-mail as approved by the Sheriff regarding processing grievances and Association meetings and negotiations. The Association is authorized to use County copiers to reproduce materials regarding grievances and negotiations and will reimburse County for actual costs. County-owned meeting facilities may be made available to Association upon the same basis as the facilities are made available to the public. If a rental or use fee is charged to the public, the same rental or use fee shall be charged to Association.

F. The Sheriff, or his designee, and the Association will meet quarterly, or more or less frequently by mutual agreement, for the purpose of engaging in labor management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. Up to three (3) employee representatives may be approved for release time if meeting is scheduled during regular work hours, subject to the operational requirements of the Sheriff's Office as determined by the Sheriff or designee.

ARTICLE 7. WORK HOURS AND SHIFT BIDDING

(1) Work Hours

A. The normal work period of employees covered by this Agreement shall be a period of fourteen (14) consecutive days commencing at 12:01 am Saturday and ending at 12:00 midnight two (2) Fridays later.

B. Employees shall be placed on one of the following schedules:

1. Eight-hour shift schedule. Employees on this schedule work an eight (8) hour shift, five (5) days per week, totaling eighty (80) hours for the work period.
2. Ten-hour shift schedule. Employees on this schedule work a ten (10) hour shift, four (4) days per week, totaling eighty (80) hours for the work period.

C. The Sheriff or his/her designee shall have sole discretion to determine work assignments and scheduling of work shifts, including start/quit times and days on/off.

D. Duty hours shall be devoted fully to the performance of assigned duties. Periods of absence for non-work-related matters shall not be credited toward duty hours and must be approved and charged to vacation leave, compensatory leave, sick leave, or other approved forms of leave in accordance with this Agreement.

E. The employee shall record time worked and/or leave used on the actual day that the time is worked and/or leave is used. For the purpose of this paragraph, a "day" means the period between 00:00:00 and 24:00:00. When an employee's shift begins on one day and ends on the next day, the employee shall enter time worked and/or leave taken on both days to ensure time entered accurately reflects time worked and/or leave taken on the respective days.

(2) Shift Bidding

A. Shift bidding will be conducted every four (4) months among Deputies and Sergeants assigned to all patrol areas and to the jail. A separate bidding process will be conducted in each area, i.e., there will be separate processes for Dayton patrol, Walker River patrol, Fernley patrol, and the jail. In all areas, the process will conform to this Article 7(2).

B. The shift bidding process in each area will commence with the dissemination of a document showing available shifts for the upcoming four (4) month period in that area. This document shall be posted and e-mailed to all Deputies and Sergeants assigned to that area no later than forty five (45) days before the four (4) month period being bid upon. (E.g., for a shift bid covering the months of January through April,

the document shall be posted and e-mailed no later than November 16th.) The document shall be posted for at least seven (7) days.

C. During the period the foregoing document is posted, the Deputies and Sergeants in each area may submit, on a form approved by the Sheriff, their bids for the shift of their choice for the upcoming four (4) month period.

D. No later than thirty (30) days before the four (4) month period being bid upon, the Sheriff or his designee(s) shall release the schedule for each area for the upcoming four (4) month period. In assigning Deputies and Sergeants to shifts on the schedule, the primary consideration shall be the needs of the agency. Where all else is equal and operational or fiscal needs would in no way be compromised, the Sheriff or his designee(s) will make shift assignments in accordance with employees' bidded preferences in order of seniority. For the purpose of this Section, seniority means total continuous service within the employee's current classification of Deputy or Sergeant.

E. Once shift assignments are made for the upcoming four (4) month period pursuant to Paragraph D above, the parties acknowledge and agree that changes may occur as needed at the sole discretion of the Sheriff or his designee(s). In the event of a change, the affected Deputy or Sergeant will receive prompt notice of the change by telephone call or e-mail as soon as practicable after the need for the change becomes known.

F. All decisions regarding assignment of personnel are ultimately the sole prerogative of the Sheriff and shall not be subject to the grievance procedure in this Agreement. These include but are not limited to: assignment of personnel to a given shift (whether or not such assignment accords with the employee's bidded preference, and whether or not the employee is more or less senior than others assigned to the shift of the employee's choice); any change in hours or shift assignments; any change to area assignment; and any other scheduling decisions that are reasonably based on the needs of the agency.

ARTICLE 8. COMPENSATION (WAGES)

(1) Pay Days

Employees shall be paid bi-weekly, every other Friday, with wages computed through the work period ending on the preceding Friday. If a payday falls on a holiday, employees are paid on the preceding work day. Direct deposit is required for all employees; however, exceptions may be granted for good cause by the County Manager.

(2) Base Pay

Base pay rates shall be as specified in the attached Appendix A. Annual base pay rates for all employees in the bargaining units are based upon a work year of 2,080 hours.

The employee's base hourly rate of pay shall be the base annual rate divided by 2,080. As reflected in the attached Appendix A:

FY 2020-2021: There will be an increase to the FY 2019-2020 base pay rates of 2% effective October 17, 2020. Employees shall be eligible for step advancement on their anniversary dates.

(See attached Appendix A).

All new employees, including employees who begin above Step 1, must still serve an eighteen (18) month probationary period in accordance with Article 11, Section 2.

(3) Promotion

Upon promotion to a different classification with a higher pay grade (i.e., from Deputy to Sergeant or Lieutenant, or from Sergeant to Lieutenant), the employee shall be placed at the lowest step in the new classification which provides at least a five (5.0%) percent pay increase; provided, however, that the employee's pay shall not exceed the top step in the salary schedule of the new classification.

(4) Longevity

Employees who have met or exceeded the standard performance on their annual evaluation and are at the top step of their salary grade will receive a longevity bonus of two and one-half percent (2.5%) of their base pay, once a year, on the first pay period following the employee's anniversary date. Longevity bonus is not added to base salary.

(5) Incentive Compensation

On the recommendation of the Sheriff, and if budgeted by the Lyon County Commissioners, periodic bonus increases may be granted to employees in accordance with this Section as recognition for the duties assigned to their position in the form of a bonus payment. Any bonus granted to an employee shall not be considered an increase to base pay. Bonuses shall be paid at the rate of \$3.00 per hour, in addition to the base hourly wage, while the employee is actively engaged in the following duties:

- a. Field Training Officer (FTO) duties.
- b. Rangemaster duties.
- c. POST Certified Instructor Training.
- d. Bilingual communication. This applies to work situations in which employees spend at least eight (8) minutes communicating in a language other than English in the course and scope of their job duties. The Sheriff

reserves the right to require any proof he/she reasonably deems necessary to substantiate that employees are sufficiently fluent in another language.

Work time spent performing any of the above activities shall be entered to the nearest fifteen (15) minute increment under the appropriate pay code in Lyon County's electronic payroll system.

(6) Shift Differential

All employees shall receive shift differential pay on all hours worked between 6pm and 6am. Shift differential shall be paid at \$2.00 per hour.

(7) Overtime

It is the policy of Lyon County that overtime shall be kept to an absolute minimum consistent with the basic functions and purposes of the Sheriff's Office. Nothing contained herein shall be interpreted to restrict, in any fashion, the right of the Sheriff's Office to require employees to work overtime as determined appropriate by management.

A. Overtime shall be defined as any time worked in excess of: (i) eighty (80) hours in a work period, or (ii) the number of hours in a shift that the employee is normally scheduled to work per shift (i.e., eight (8) or ten (10) hours). Time worked for overtime purposes shall include vacation, County-approved personal days, and CTO.

B. Overtime shall be compensated at one and one half (1.5) times the employee's regular rate of pay as defined under the Fair Labor Standards Act (FLSA).

C. Employees may elect compensatory time off in lieu of overtime pay. Compensatory time off will be earned at the rate of one and one-half (1.5) hours of compensatory time for each hour of overtime worked. Compensatory time may be accrued up to a maximum of two hundred and forty (240) hours. Requests to use compensatory time are subject to the approval of the employee's supervisor, which shall not be unreasonably denied. Compensatory time shall be taken within *one hundred and twenty (120)* days of accrual, or else compensated in cash.

D. All overtime must have prior authorization of the on-duty supervisor except when, due to an emergency, such authorization cannot be obtained and it reasonably appears that overtime is necessary.

(8) Stand-By and Phone Calls

A. Standby:

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. Immediately available means the employee will have a less than ninety (90) minute response time to their normally assigned duty station. Exceptions for inclement weather and other unforeseen circumstances will be taken into account.

Standby time does not include any time where an employee carries a pager to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one-eighth (1/8) hour pay at the base hourly rate for each one (1) hour period of standby.

B. Phone Calls:

If an employee receives a duty related telephone call during non-duty hours from a supervisor, or at the request of a supervisor, the employee shall receive a minimum of fifteen (15) minutes of work time. If the work time actually extends beyond 15 minutes, the work time shall be rounded to the nearest 15-minute increment. This provision is intended to apply to situations where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as requests to work overtime, or directives given to the employee to report to work early or other reporting instructions. For purposes of this article, supervisor means one rank or more higher, someone acting as the watch commander or as approved by the Sheriff or his designee.

(9) Call-Back

A. Any employee who, after completing his/her regular shift and being relieved from duty for any period of time, is called back to duty before his/her next scheduled shift shall be paid at the overtime rate with a minimum of two (2) hours pay, except that the two (2) hour minimum shall not apply in the following situations: (i) where the overtime is scheduled with more than twelve (12) hours' notice; (ii) where the employee is held beyond his/her regular shift without being relieved from duty; and (iii) where the employee is required to start the next upcoming shift less than two (2) hours before the normal start time of that shift. There will be no overlapping of call-back pay and standby pay.

B. If an employee is called back on a holiday, the employee shall be compensated at triple (3 times) base hourly pay for the call-back hours worked. Holiday call-back shall be subject to the same two (2) hour minimum, and the same exceptions thereto, as set forth in paragraph A of this Section above. Employees are responsible for documenting holiday callback on timesheets.

C. In lieu of callback compensation paid pursuant to this Section, employees may elect compensatory time off. Compensatory time off for call-back time worked under Paragraph A of this Section shall be earned at the rate of one and one half (1 ½) hours of compensatory time off for each hour of call-back time worked. Compensatory time off for holiday call-back time worked under Paragraph B of this Section shall be earned at the rate of three (3) hours of compensatory time off for each hour of holiday call-back time

worked. The accrual and use of compensatory time off shall be in accordance with Section 7(c) of this Article.

D. Retirement contributions on callback compensation, if any, will be made in accordance with NRS 286.025 and the Public Employees Retirement System (PERS) Official Policies, as may be amended from time to time.

(10) Holiday Pay

A. Holidays for the purpose of this Section shall be as follows:

January 1 (New Year's Day);
Third Monday in January (Martin Luther King, Jr.'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 (Veterans' Day);
Fourth Thursday in November (Thanksgiving Day);
Friday following the fourth Thursday in November (Family Day);
December 25 (Christmas Day); and
Any day that may be appointed by the President of the United States for public fast, thanksgiving, or as a legal holiday except for any Presidential appointment of the fourth Monday in October as Veterans Day.

B. On holidays, employees shall receive the following holiday pay at their base rate of pay irrespective of whether they actually work the holiday:

1. For employees working an eight hour shift schedule, eight (8) hours of holiday pay.
2. For employees working a ten hour shift schedule, ten (10) hours of holiday pay.

C. If an employee is required to work a holiday, the employee shall receive, in addition to the holiday pay provided in Paragraph B above, compensation for all hours worked on the holiday at one and a half (1.5) times base rate of pay.

NOTE: If the date that the State of Nevada recognizes a holiday differs from the date for the same holiday defined under Paragraph A and the employee works both of these days, the employee may choose which of the two days to enter as holiday worked on the employee's timesheet. The date not chosen should be entered as base pay on the timesheet. If an employee works only one of the days, the employee shall report holiday worked on his/her timesheet

for the day they actually worked. PERS contributions will be made in accordance with applicable law.

D. If a holiday occurs during a work period in which the employee takes at least one full shift of vacation leave, the holiday pay provided under paragraph B of this Section will not count as hours worked for the purpose of calculating overtime. Otherwise, holiday pay will count as hours worked for the purpose of calculating overtime.

E. If an employee is on paid administrative leave for an entire work period during which a holiday occurs, the employee shall receive eighty (80) hours of pay for that work period inclusive of the holiday.

F. For employees scheduled to work an eight-hour shift schedule on Monday through Friday, holidays falling on a Saturday shall be celebrated as paid time off (and compensated pursuant to Paragraph B) on the preceding Friday. For such employees, holidays falling on a Sunday shall be celebrated as paid time off (and compensated pursuant to Paragraph B) on the following Monday.

(11) Special Pay Practices

A. Temporary Supervisor Pay:

In the unforeseen event an employee is assigned by the Sheriff or his designee to assume the duties of a shift supervisor for two (2) hours or more, he/she shall be paid at the lowest step of the higher rank that provides at least a 5% pay increase, for the duration of the assignment. Preference shall be given to employees on current promotional eligibility lists, then FTOs. No employee shall be assigned such duty nor permitted to assume such duty until he/she has completed probation. This is intended for unforeseen events not lasting longer than one (1) shift.

For longer periods, an employee assigned by the Sheriff or his designee in an acting capacity to work in a higher job classification than the employee's regular classification, shall be paid at the lowest step of the higher classification that provides at least a 5% pay increase, for the duration of the assignment.

B. Court Appearances: All employees, including supervisory Bargaining Unit employees, required to appear before courts or administrative agencies on County business shall be paid their regular pay, including overtime as appropriate. No employees shall receive or retain any witness fees for such appearances. If the employee is in an off duty status a minimum two (2) hours will be paid at the overtime rate of pay.

C. Cancellation of Court Appearances: If an employee is in an off duty status and does not receive at least twenty-four (24) hours' notice of cancellation of said court appearance, he/she shall be paid 2 hours at the employee's regular hourly rate. Notice of cancellation may be in writing, by telephone, in person or by message left on the employee's answer phone or other electronic means. In order to be eligible for this benefit

the employee must have called the Lyon County District Attorney between thirty six (36) and twenty four (24) hours prior to the scheduled court appearance.

D. Canine Handlers:

1. Canine handlers that provide for the off-duty care and maintenance of the canine will be paid an additional three and one half (3.5) hours of compensable time per week (.5 hours per day for care and maintenance of the canine).
2. This canine handler pay will not be subject to shift differential pursuant to Article 8(6) of this Agreement or holiday pay pursuant to Article 8(10) of this Agreement. Canine handler pay is not eligible for compensatory time as defined in Article 8(7)(C) of this Agreement. Canine handler hours (i.e., three and one half hours per week) will count as time worked for purposes of calculating overtime in the eighty (80) hour work period but will not be included towards the hours or major fractions thereof worked in excess of the daily shift as provided in Article 8(7)(A) of this Agreement.
3. Canine handler pay shall be the exclusive compensation for the off-duty care and maintenance of the canine. No further hours for the off-duty care and maintenance of the canine will be worked without prior written approval from the Sheriff or the Sheriff's designee. Such pay shall continue for the duration of the assignment. The Sheriff shall have full discretion to assign or remove an employee from such assignment which assignment is not subject to the negotiated grievance procedure.
4. The canine handler employee is not entitled to canine handler pay on any day when the canine is not in possession of the employee during off-duty hours.
5. The County and Association agree pursuant to 29 CFR 785.23 that they have reviewed the pertinent facts regarding a reasonable amount of off-duty time required to provide for the care and maintenance of the canine including but not limited to joint consultation with the assigned canine handler and have agreed that three and one half (3.5) off duty hours per week is a reasonable amount of time to accomplish such tasks, and no additional off-duty time is necessary to accomplish such tasks without written approval of the Sheriff or the Sheriff's designee.

(12) Educational Incentive

Those employees who have the following Nevada POST Certificates at the beginning of each fiscal year:

Intermediate POST or Associate's Degree in Criminal Justice: \$250/year
Advanced POST or Bachelors' Degree: \$500/year
Supervisor POST: \$600/year
Management POST or Master's Degree: \$750/year

Degrees must be from an institution accredited by the US Department of Education. The educational incentive pay may be received for either the POST certificate or the degree, not both. Employees are eligible for educational incentive pay for a collegiate degree upon the completion of their initial probation period.

This bonus will be paid in the second pay period of July of each Fiscal Year. Educational incentive payments will not be cumulative. If employee becomes eligible for this benefit after July 1st in any year he/she will not be entitled to this benefit until July 1st of the Fiscal Year following the year in which the employee became eligible.

(13) Physical Fitness

Employees who successfully complete the physical fitness evaluation adopted by Nevada P.O.S.T. for category 1/3 P.O.S.T. certification administered by the Lyon County Sheriff's Office, shall receive \$250 the first pay period of the new fiscal year. A signature by the Sheriff on the physical fitness evaluation form and request for payment will satisfy the County's need for proof of completion. The standards for successful completion of the physical fitness evaluation and any denial are not negotiable or subject to the negotiated grievance procedure.

ARTICLE 9. COMPENSATION (NON-WAGE BENEFITS)

(1) Vacation

- a. Employees shall earn vacation leave at the rate of 3.333 hours per month (40 hours per year) for the first year of continuous employment with the County. An employee is entitled to take vacation time after six (6) months service with County.
- b. After one year of continuous employment with the County, 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 fourteen (14) 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 for a major portion of regular scheduled biweekly hours.
- c. An employee shall be paid at his/her base rate of pay for each hour of vacation time taken. Vacation shall be charged on the basis of one hour for each full hour or major portion of an hour of vacation time taken.

- d. Vacation dates shall be granted and scheduled at the discretion of the Sheriff or his/her designee. Where possible Sheriff will grant vacation dates on the basis of seniority within the job classification -- Deputy, Sergeant, Lieutenant.
- e. Vacations taken during a bi-weekly pay period shall be charged before vacation earned during the pay period is credited.
- f. An employee's accrued vacation shall not exceed two hundred forty (240) hours as of the end of the pay period which includes June 30th. In the event that an employee is not authorized to take vacation time to reduce accrued vacation time to the maximum permitted accrual, he/she shall be paid for all excess hours above two hundred forty (240). This maximum vacation accrual of two hundred forty (240) hours is mandated by Nevada Revised Statute 245.210 section 2. (a).
- g. Upon separation of employment County shall compensate employees for all accrued vacation time.
- h. Employee's becoming ill while on vacation leave may have leave charged to sick leave upon request and upon presentation of proper documentation.
- i. Sheriff in his discretion shall make available a reasonable period of time for employees to take earned vacation. In the event that scheduled leave shall be canceled or denied, the employee shall be paid for that amount of leave lost in excess off maximum accrual.
- j. In the event of an employee death, the employee's accrued, unused vacation leave shall be paid out in the final paycheck.

(2) Sick Leave

- a. Each employee shall earn sick and disability leave with pay at the rate of ten (10) hours of leave for each calendar month, or major fraction thereof. A maximum of one thousand two hundred and fifty (1,250) hours of sick leave may be accumulated.
- b. Sick leave with pay may be granted upon approval of the Sheriff in event of a bona fide illness of an employee or member of his/her immediate family (defined as spouse, parent, brother, sister, child, adopted child, step-child living with the employee, grandparent, grandchild, or corresponding relation by affinity). Family sick leave shall be counted as part of regular sick leave. Employees may exhaust sick leave concurrent with any leave they are granted under the Family Medical Leave Act (FMLA).
- c. Sheriff may require a physician's statement as to the authenticity of the reasons for absence on sick leave when such sick leave is for more than three (3)

consecutive days, or is taken more than twice in any two consecutive pay periods. If Sheriff shall have cause to believe sick leave is being abused, Sheriff shall require the employee taking sick leave to submit a physician's statement.

- d. The parties agree to abide by all state and/or federal laws applicable to leave for maternity/paternity, including the FMLA.
- e. After exhausting accumulated and applicable sick leave an employee may take accumulated vacation leave if employee needs additional time off from work due to an illness or injury. When vacation leave is exhausted, leave without pay may be granted by Sheriff at his discretion in accordance with applicable law.
- f. In the event of death of an immediate family member as defined in Paragraph B of this Section, the employee shall be entitled to take leave for the purpose of attending a funeral or other last rites for a period of five (5) days. Such leave shall be charged to sick leave, or to any other appropriate leave of absence, including leave without pay if no paid leave is accrued. At the discretion and approval of the Sheriff or designee based on extenuating circumstances the 5 day maximum may be extended with use of accrued vacation leave. No reasonable request will be denied unless it would interfere with operations of the Sheriff's Office as determined by the Sheriff or designee.
- g. Upon Nevada PERS retirement from Lyon County the employee shall be entitled to payment for unused sick leave in excess of two hundred forty (240) hours, according to his/her number of years of Lyon County public service, calculated using the employee's base hourly rate of pay as of the effective date of the Nevada PERS retirement as follows:
 - 1. For ten (10) years of service or more, but less than fifteen (15) years, employee will be paid for their accrued sick hours over 240 hours not to exceed \$5,000.
 - 2. For fifteen (15) years of service or more, but less than twenty (20) years, employee will be paid for their accrued sick hours over 240 hours not to exceed \$6,000.
 - 3. For twenty (20) years of service or more, but less than twenty-five (25), employee will be paid for their accrued sick hours over 240 hours not to exceed \$7,000.
 - 4. For twenty-five (25) years of service or more, employee will be paid for their accrued sick hours over 240 hours not to exceed \$8,000.

To be eligible for this benefit the employee must be approved for a Nevada PERS retirement, be in good standing with Lyon County and not subject to

disciplinary discharge or resignation to avoid a disciplinary discharge. The employee must repay any sick leave payoff received pursuant to this Article prior to the employee being eligible for reemployment with Lyon County. The employee is not entitled to reinstatement of any sick leave on reemployment other than that sick leave covered by the above repayment.

- h. Any employee using twenty four (24) hours or less of any combination of sick/family sick leave during current or future calendar years shall be entitled to one (1) personal day off with pay to be used or lost within one (1) year. Scheduling personal day off shall be in the same manner as scheduling vacation leave. The employee is responsible for requesting any earned personal day. Personal days are not payable upon separation of employment.
- i. The Sheriff or designee may grant permission to a probationary employee to utilize unaccrued sick leave with pay subject to deduction from future sick leave accruals for approved workers' compensation claims for which there is no workers compensation salary coverage.

(3) Contractual Excess to Workers Compensation

An employee who suffers an injury or illness in the line of duty with County, and such injury or illness prevents the employee from performing normal or light duties (if available in accordance with Article 15), and who is being compensated under the workers compensation benefits of the State, shall be compensated additionally by County so that the employee's workers' compensation insurance pursuant to NRS Ch. 616/617 and additional County compensation shall total employee's regular take-home pay for the period of injury or illness. Effective on ratification of this Agreement by the Association and approval by the County Commissioners the County will only pay contractual excess to workers compensation for the first ninety (90) calendar days following the date of the work related injury or illness. Thereafter the employee at his option may continue to receive full salary by utilizing accrued sick and the vacation time. Once such accrued sick and vacation time is exhausted the employee will only receive his worker's compensation salary entitlement pursuant to NRS Ch. 616/617. It is expressly understood that all authorized activities connected with the range (qualification or practice), whether on or off duty, are covered by applicable provisions of NRS Ch. 616/617. Authorized activity requires the presence of a Rangemaster.

(4) Health Insurance

The County and the Association agree that the County will continue to pay 100% of the cost of the employee's health insurance through the County's group policy.

The County and The Association agree that the topic of funding dependent health insurance may be discussed and acted upon during open budget workshops. The County agrees to invite the Association to those workshops.

The County will continue to pay thirty percent (30%) of dependent health insurance premium up to a maximum of \$250.00 per month per employee for employees who elect dependent health insurance coverage under the County plan. The thirty percent (30%) up to \$250.00 per month maximum may not be combined for employees married to another County employee. This contract provision regarding the County paying thirty percent (30%) of dependent health insurance premium up to a maximum of \$250.00 per month per employee expires and is of no further effect after June 30, 2021 without further action if the parties do not mutually agree in writing to continue this benefit in the successor agreement on or before June 30, 2021.

The employee will pay the entire cost of dental, vision and life coverage for his or her spouse and/or dependents under the group insurance program.

The employee will pay any sums due under this Article via automatic payroll deduction or other arrangement. This will include the seventy percent (70%)—or more if thirty percent (30%) of total dependent medical premium exceeds \$250.00 per month—of the cost for his or her spouse or dependent's coverage under the group health insurance program. This contract provision regarding the County paying thirty percent (30%) of dependent health insurance premium up to a maximum of \$250.00 per month per employee expires and is of no further effect after June 30, 2021 without further action if the parties do not mutually agree in writing to continue this benefit in the successor agreement on or before June 30, 2021.

(5) Life Insurance

County shall provide a death benefit policy for each employee in the face amount of fifty thousand dollars (\$50,000). This insurance shall be in addition to worker's compensation and health insurance death benefits.

(6) Retirement

- a. All employees covered by this Agreement shall be included in the State of Nevada Public Employees Retirement System providing benefits granted to firemen and policemen, pursuant to NRS Ch. 286.
- b. County agrees to pay retirement contributions for employees to the Nevada Public Employees Retirement System as provided by law under the employer-paid retirement plan, including the full payment of any increase in contribution.
- c. County agrees to make health insurance coverage available to all employees who retire from the Lyon County Sheriff's Office and who are eligible to receive retirement benefits. Participation in the health plan shall be by election and at the expense of the retired employee.

- d. Employees who have attained the age of seventy (70) years shall be eligible for continued employment on a year-to-year basis upon recommendation of the Sheriff and approval of the Commissioners.

(7) Uniform Allowance

- a. The County shall pay each new employee a uniform allowance of sixteen hundred dollars (\$1,600.00).
- b. Lyon County shall pay to every employee, employed by Lyon County at least twelve months, a uniform allowance at the rate of five hundred dollars (\$500) per quarter, payable quarterly the first payday in April, July and October and the last payday in December.
- c. In the event Sheriff should alter, modify, or change the existing uniform, County shall pay the cost of any such modification or changes unless the Association agrees that members will pay for some or all of the costs of the modifications or changes.
- d. In the event of biohazard contamination, smoke/fire damage, or any other damage that renders an item purchased under the uniform allowance in this agreement unusable, that item shall be replaced by the County. The Sheriff shall have sole discretion to determine whether an item is unusable and warrants replacement, and that determination shall not be subject to the grievance procedure.
- e. The County will purchase ballistic vests for all sworn employees who do not have serviceable ballistic vests as determined by the Sheriff subject to the following:

The vests purchased pursuant to this article remain County property and will be returned to the County whenever the employee separates employment with the County unless the employee reimburses the County for full initial cost of the vest.

The County will replace ballistic vests purchased under this Section or previously purchased by sworn employees when the County, in consultation with the Association and manufacturer of the vest, determines the vest is no longer serviceable.

Probationary employees receiving ballistic vests purchased under this Section will reimburse the County through automatic payroll deduction from the probationary employee's final paycheck the full cost of the vest if the probationary employee fails to complete his/her probationary period for any reason.

Employees purchasing ballistic vests will be reimbursed in the amount that the County would normally pay for a ballistic vest. Vest purchases shall be subject to all other provisions of this Section, including the vests becoming the property of the County upon presentation of valid dated receipt to the Sheriff or his designee.

The parties agree that the Sheriff will solely determine through general orders or written policy when protective vests will be worn by Sheriff's employees.

(8) Weapon, Holster, and Magazine Pouch

- a. The County shall furnish a weapon, holster, and magazine pouch to each employee in the bargaining unit. The County shall own this equipment and will be responsible to maintain and service the weapon. The employee must qualify with the County-provided weapon as directed by the Lyon County Sheriff's Office. Upon termination of employment, an employee shall return the County-purchased weapon, holster, and magazine pouch to the County.

ARTICLE 10. LEAVE OF ABSENCE

(1) General Provisions - Unpaid Leaves

- a. A leave of absence may be granted to an employee in a regular (nonprobationary) position who indicates in writing intention to return to County service and who has a satisfactory service record at the time the leave is granted.
- b. Leaves of absence for up to thirty (30) working days may be granted by the Sheriff. Leaves for longer periods, up to one (1) year, may be granted by the County Commissioners.
- c. Sheriff may grant an educational leave of absence, leave for temporary loan to another governmental agency for a specific assignment, leave for illness or pregnancy not covered by sick leave, or for other similar reasons. A leave of absence shall not be granted to an employee who is accepting another position in the classified service or who is leaving County service to accept other employment except as provided in this subsection c.

(2) Investigatory Leaves

- a. Any employee who uses deadly force in the line of duty may be placed on administrative leave with pay pending investigation of the incident by the Sheriff or his designee(s). If the investigation requires more than three (3) days, 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 or his

designee determines that the weapon use was justified the employee shall be restored to regular duty. If the investigation indicates that the weapon use was not justified the employee shall be placed on unpaid leave pending final disposition of the matter. If the employee finally is found not culpable, the employee shall be restored to regular duty with back pay to the date of suspension.

- b. Any employee charged with any criminal act may be placed on paid or unpaid administrative leave forthwith pending final disposition of the matter at the discretion of the Sheriff. If the employee's innocence is found the employee shall be restored to regular duty with back pay to the date of suspension.

(3) Jury Duty

- a. Any employee called for jury duty regardless of their assigned shift 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 to the County any other fees received. Such leave shall not be charged against employee's vacation credit.

(4) Extended Education Leave

- a. Upon recommendation of Sheriff an employee may be granted an unpaid leave of absence in excess of one (1) year to attend extended courses at an accredited college or university.

(5) Use of Accumulated Vacation Leave

- a. Any employee granted and taking an unpaid leave of absence may, at employee's option, utilize accumulated vacation leave to continue to receive pay during all or part of unpaid leave.

(6) Military Leave

Any employee who is an active member of the Nevada National Guard, U.S. Army Reserve, U. S. Air Force Reserve, U.S. Naval Reserve, U.S. Marine Corp Reserve, U.S. Coast Guard Reserve or U.S. Public Health Service Reserve shall be entitled to leave of absence to service under orders on training duty up to fifteen (15) working days with pay in any one calendar year.

(7) Voting

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

(8) Catastrophic Leave

a. Establishing the Catastrophic Leave Account

The Lyon County Manager will maintain a catastrophic leave account for employees covered by this Agreement. The leave available in the account will be exclusively from voluntary donations by bargaining unit employees, and may only be used by bargaining unit employees.

b. Donating to the Catastrophic Leave Account

An employee may request, in writing, that a specified number of hours of his/her accrued vacation or sick leave be donated to the catastrophic leave account. All vacation or sick leave donated to the catastrophic leave account will be transferred at the rate of one (1) hour leave of leave in the account for every one (1) hour of leave donated. All donated leave will be placed in a general catastrophic leave account; however, the donating employee may at the time of the donation request that the donated hours be allocated to a particular employee who has been approved for catastrophic leave in accordance with this Section. All donations shall be subject to the following limitations:

- i. An employee may not donate sick leave to the catastrophic leave account if the employee's sick leave balance after the donation would be less than two hundred forty (240) hours.
- ii. If an employee chooses to donate, the minimum number of hours an employee may donate in any one (1) calendar year is eight (8) hours vacation leave and twenty-four (24) hours sick leave.
- iii. The maximum number of total hours an employee may donate in any one (1) calendar year is forty (40) hours.
- iv. All donations are irrevocable. Any hours of vacation or sick leave donated by any employee to the catastrophic leave account may not be returned or restored to that employee.

c. Eligibility

An employee who is completely unable to work for a period of at least six (6) weeks because of a serious illness or injury may apply for catastrophic leave in accordance with this Section. Catastrophic leave may not be used when the subject of the catastrophe is anyone other than the employee (e.g., the employee's family member). Catastrophic leave is limited to catastrophes which befall the employee. In addition, catastrophic leave is limited to situations where the

employee has exhausted all paid time off and is not receiving any workers' compensation or wage replacement benefits.

d. Requesting Catastrophic Leave

An employee who is eligible for catastrophic leave under subsection 3 of this Section may request that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The request must be submitted in writing to the Human Resources Department. The maximum number of hours that may be requested is two hundred forty (240) hours per catastrophe. The request must include: (i) the employee's name, title and classification; and (ii) a statement from the employee's attending provider substantiating the catastrophe and the period of incapacity resulting therefrom. The cost of all substantiating medical information submitted by the employee shall be borne by the employee.

e. Approval and Transfer of Catastrophic Leave

The County may approve the transfer of a specified number of hours of catastrophic leave, not to exceed two hundred forty (240) hours, to any employee who satisfies all requirements for eligibility set forth in subsection 3 of this Section. An employee who receives catastrophic leave is entitled to payment for each hour of leave at the employee's base rate of pay. An employee shall not receive any catastrophic leave until the employee has exhausted any and all of his/her own paid accruals (sick leave, vacation leave, compensatory time off, etc.). The County Manager or his/her designee shall have the final decision on the approval of catastrophic leave requests, and that decision is final and is not subject to the grievance procedure in this Agreement, judicial review, or review by the Board of County Commissioners.

f. Review of Status of Catastrophe

The County may periodically request any additional information from the employee reasonably needed to determine or confirm whether the catastrophe still exists. All such information, including additional physician statements, shall be provided at the expense of the employee.

g. Cessation of Catastrophe or Employment

If the County determines that the catastrophe no longer exists, i.e., if it determines that all requirements in subsection 3 of this Section are no longer satisfied, no further hours of catastrophic leave shall be used and any unused catastrophic leave shall be forfeited and returned to the catastrophic leave account. This determination is final and not subject to the grievance procedure, judicial review or review by the Board of County Commissioners. If the employee who is receiving catastrophic leave resigns or is terminated, no further hours of catastrophic leave shall be used and any unused catastrophic leave shall be forfeited and returned to

the catastrophic leave account. Any catastrophic leave not otherwise used at the time the catastrophe ceases to exist or upon cessation of employment shall be forfeited and returned to the catastrophic leave account.

ARTICLE 11. PERSONNEL ACTIONS

(1) General Policy

The parties to this Agreement confirm that the general employment policy of County with respect to employees shall be that County in all instances shall attempt to hire and retain the most competent and best qualified applicants and employees. The parties recognize that County believes that NRS 281.370 mandates that all County personnel actions "be based solely on merit and fitness". If two or more employees are equally competent and qualified, then seniority shall be used to determine which employee is to be retained. Sheriff shall determine questions of merit and fitness (competence and qualifications). Ability to work well with the public and fellow employees shall be given substantial weight as a qualification.

An employee shall be entitled to retain employment with County only so long as the employee shall perform assigned duties satisfactorily and so long as employee's public and private conduct conforms to the high standards of conduct expected of a law enforcement officer. No permanent employee shall be discharged without just cause.

(2) Hiring Policy

The parties agree that hiring is not subject to the terms of this Agreement, that a prospective employee is not subject to this Agreement until after the prospect has accepted employment with County. All hiring decisions are the sole prerogative of Sheriff. County may hire a new employee at the entry level, or at any other level, as to County may see proper. All new employees, whether hired at the entry level or other level, shall be classified as probationary employees for a period of eighteen (18) months. During the probationary period a probationary employee may be terminated in the sole discretion of Sheriff, with or without cause. The formal probationary period does not end until the employee is notified of such in writing regardless of whether or not the eighteen (18) month period is reached. There will be no allowed extension of the probationary period beyond the maximum eighteen (18) month period.

(3) Promotions

- a. County shall offer promotion to the most competent and best qualified employees ("merit and fitness" per NRS 281.370). Sheriff shall determine which employees are most competent and best qualified, meriting promotion. The Sheriff shall post notice of a promotional opportunity for at least ten (10) business days. To apply for the promotion, an employee shall present a written resume and statement of interest to the Sheriff on or before the deadline.

Seniority shall not be a factor in promotion, per NRS 281.370, except that if two or more employees are equally competent and qualified then the more senior employee shall be promoted.

- b. Employees who have been promoted shall be on probation in the new position for a period of twelve (12) months for evaluation, during which time Sheriff at his sole discretion may retain the employee in the new position or demote employee to employee's former position.

(4) Reduction in Force (Layoff/Recall)

A. General Policy

The parties agree that the County and Sheriff shall in all instances attempt to retain the most competent and best qualified employees and to provide services to the public in an efficient and effective manner. Determinations as to which employees are most competent and qualified shall not be subject to the grievance procedure in this Agreement.

B. Layoff Process

- i. In event of a layoff or reduction in force due to lack of funds or lack of work, temporary or probationary employees shall be laid off first.
- ii. If it is necessary to lay off permanent employees, employees determined to be the least competent and least qualified shall be laid off first. If two or more employees who perform the same essential job functions are equally competent and qualified then seniority shall be used to determine which employee(s) are laid off.
- iii. Layoffs shall be made separately in the supervisory and non-supervisory bargaining units; provided, however, that a supervisory employee who is to be laid off may "bump" a non-supervisory employee and return to non-supervisory status if the supervisory employee is more competent and qualified to perform the non-supervisory position. In the event that a supervisory employee and a non-supervisory employee are equally competent and qualified to fill a non-supervisory position the employee with greater seniority shall be retained.
- iv. An employee who has been laid off may give notice to County that the employee wishes to be considered for rehire. The employee shall leave his/her name, current address, and telephone number on file with the Sheriff and the County's Human Resources Department. It is the employee's obligation to provide the Sheriff and the County's Human Resources Department with any address changes. Any laid off employee shall be considered for rehire for a period not to exceed twelve months from the date

of lay off. In the event that a job opportunity shall arise in the employee's former classification, or a lesser classification, for which the employee is qualified, the laid off employee shall be given first consideration for rehire before other persons who have filed applications for employment in the vacant position. The laid off employee is not entitled to automatic rehire; as in all other hiring decisions County will employ the candidate who appears to be most competent and best qualified.

- v. For the purpose of this section, seniority is the total length of continuous full time paid employment with the Sheriff's Office as a sworn law enforcement officer.
- vi. The County shall provide thirty (30) calendar days' notice to employees who are subject to layoffs under the provisions of under this Section, except in the event of a fiscal emergency.

(5) Shift Assignments and Transfers

- a. Sheriff in his sole discretion shall determine shift assignments and days off, the number of employees to be assigned to each shift, division, unit, bureau, or specialized position, and duty locations, as well as other determinations which affect the amount and quality of service to be provided to the public.
- b. Sheriff's authority as set forth in subparagraph a, shall not be used in discriminatory fashion nor for purpose of harassment.
- c. An employee transferred to a new duty location shall be given as much notice of the transfer as County reasonably can provide. Notice is not required when transfer is required to serve the public in an emergency.

(6) Resignation/Termination

- a. An employee who wishes to resign shall notify Sheriff in writing. Whenever possible, employee shall provide Sheriff with at least two (2) weeks' notice prior to the effective date of resignation. Failure to give notice at least two (2) weeks prior to the effective date of resignation, without good cause, may be cause to deny future employment with the Sheriff's Office.
- b. The term "Resignation" shall be used if an employee voluntarily ends his employment with County, and the termination of employment shall be recorded in employee's personnel file as "Resigned".
- c. The term "Termination" shall be used if an employee's employment with County is terminated involuntarily, and the termination of employment shall be recorded in the employee's personnel file as "Terminated".

ARTICLE 12. DISCIPLINARY ACTION

(1) General Policy

No discipline shall be imposed except for just cause. All discipline shall, where appropriate, be progressive in nature and be accompanied by counseling to the end that the competence and qualifications of the disciplined employee will improve so that further discipline will not be necessary. Authorized discipline shall range from written reprimand through and including termination of employment with 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. Written Reprimand. In situations where counseling and/or remedial training has not resulted in correction of the condition, or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file maintained at County's Personnel Office.
- b. Suspension. If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an employee for just cause may be suspended without pay by Sheriff for a period not to exceed thirty (30) calendar days.
- c. Involuntary Demotion. When other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, Sheriff may demote for just cause.
- d. 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, Sheriff may terminate an employee for just cause.

(3) Notice of Written Reprimand, Suspension, Involuntary Demotion or Termination

All notices of written reprimand, suspension, involuntary demotion or termination shall be given to the employee in writing specifying the action to be taken, detailing the grounds upon which the action is based, including specification of standards, rules, regulations or policies violated, and date of action taken. Sheriff or County may serve notice upon an employee by mail or personal service. Mailed notice shall be mailed to the employee at his last known address by certified mail, return receipt requested. Receipt shall be deemed the date 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.

(4) Specification of Charges

The Specification of Charges to be noticed pursuant to paragraph 3 shall include a Statement of Facts constituting conduct for which discipline is to be imposed, together with a Statement of Specific Rules, regulations, ordinances, laws, policies, or performance standards which the employee is alleged to have violated. The Specification of Charges shall be signed by the Sheriff or his designee.

(5) Grievance Review of Disciplinary Actions

All disciplinary actions as defined in this Article may be appealed to grievance arbitration as set forth in Article 13.

(6) Right to Representation. Employees may request representation at any disciplinary interrogation or hearing as required by NRS Chapter 289. Representation is at the sole cost of the employee or Association if the employee is represented by the Association.

ARTICLE 13. GRIEVANCE/ARBITRATION PROCEDURES

(1) No grievance resolution accomplished at a level below a decision by the Sheriff shall be cited as or established precedent with respect to any other grievance or interpretation of this Agreement. Working days in this article are defined as Monday through Friday excluding recognized holidays as listed in Article 7 of this agreement. This procedure does not preclude, and the parties are encouraged to engage in, informal discussion in an attempt to resolve problems without filing a formal grievance, even though such discussions are not part of this procedure.

(2) Individual/Association Employee Grievance Procedures

a. Any employee may file a grievance relating to any condition arising out of the employer-employee relationship or any dispute which involves the interpretation, application or compliance with the provisions of this Agreement that is not the exclusive right of management and the Sheriff as provided by NRS Ch. 288.150 Section 3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

1. The right to determine:

- (i) Appropriate staffing levels and work performance standards (this includes employee performance evaluations / appraisals / and employee counseling under Lyon County policies), except for safety considerations;

- (ii) The content of the workday, including without limitation workload factors, except for safety considerations;
- (iii) The quality and quantity of services to be offered to the public; and
- (iv) The means and methods of offering those services.

2. Safety of the public and other relevant statutes, case law, rules and regulations and general orders of the Sheriff's Office. The parties agree that the specific subject matters listed under NRS 288.150 above will change as the law changes.

b. Within twenty (20) working days after an employee discovers or reasonably should have discovered that a grievance exists, the employee shall submit to the employee's immediate supervisor a completed grievance form (see Appendix B) duly signed and dated which shall contain the following:

- 1. A detailed statement of the grievance, including factual information detailing the issue being grieved, date(s) on which the incident(s) occurred, individual(s) involved, and provision(s) of this Agreement, if any, that the employee believes were violated;
- 2. The signature of the employee; and
- 3. The date of submission to the immediate supervisor.

c. The employee's immediate supervisor shall respond to the grievance within ten (10) working days. In the event the immediate supervisor does not respond, the grievance shall be deemed denied.

d. In the event the grievance is not resolved to the satisfaction of the grievant by the immediate supervisor, the grievant shall have ten (10) working days from the date of the response or denial to appeal in writing to the next supervisory level in the chain of command. In the event the grievance is not resolved to the employee's satisfaction at that level, the employee may appeal successively through each additional level of the chain of command up to the Sheriff. At each successive level, the employee will have ten (10) working days to appeal from the denial or response at the previous level. At each successive level, the responder shall have ten (10) working days to respond, and, if no response is issued, the grievance shall be deemed denied at that level.

e. If the appeal reaches the Sheriff, the Sheriff shall respond in writing within ten (10) working days. If the Sheriff does not respond within this

timeframe, the grievance shall be deemed denied. The Sheriff's response or denial shall be deemed the final administrative decision of the agency.

f. If the employee is not satisfied with the final administrative decision of the agency, the employee may demand arbitration. To demand arbitration, the employee must serve the Sheriff with written notice demanding arbitration within ten (10) working days of receiving the final administrative decision of the agency.

g. In the event of a timely demand for arbitration, the parties shall mutually select a disinterested third person to serve as arbitrator. In the event agreement cannot be reached to select a neutral arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the FMCS and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. The party to strike first shall be determined by lot.

h. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs and legal fees, if any.

i. The arbitrator's decision shall be final and binding upon both parties. The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and no arbitrator shall have the power to modify, amend or alter any terms or conditions of this Agreement.

j. Any employee may be represented by an individual of their choice at any step of the grievance-arbitration procedure. The grievant and two (2) Association representative and any necessary witness shall be released from work for attendance at all grievance-arbitration hearings if the hearing(s) is conducted during the employees' regular shift.

k. All time limitations in this Section pertaining to the filing of grievances and to the appeal of grievance denials or responses shall be strictly adhered to. Failure to file a grievance or appeal a grievance denial or response within these time limitations shall be considered a forfeiture of the grievance.

(3) County or Association Grievance Procedure. The County or the Association may file a grievance using the following procedure:

- a. Each party appoints a grievance representative and an alternate to be the primary channel through which a grievance is processed.
- b. When a dispute over a contract clause arises or an interpretation is needed, the party initiating the grievance will through its representative contact the second

party's grievance representative and pose the problem or complaint. Each representative should keep a log of grievances.

- c. The notified representative will have fifteen (15) working days to research the problem and develop a position and respond. The two grievance representatives will attempt to resolve the problem informally at this level within fifteen (15) working days.
- d. If it cannot be resolved or a timely response is not received, then either or both parties may submit a formal statement including position and argument to the other.
- e. The Sheriff and County and the Association's Board will consider the formal position papers and formally respond to each other within twenty (20) working days from the initial complaint.
- f. If the problem cannot be resolved at this level, then it will be submitted to the Arbitrator as provided in Section (2)(c)-(f) above.
- g. Failure to respond to the formal notice within the designated period will cause the grievance to proceed to the next step.

ARTICLE 14. MISCELLANEOUS

(1) Safety

- a. County shall make every reasonable effort to provide and maintain safe conditions of employment. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors. County agrees to pay for any testing procedure to test for HIV/AIDS at the request of any employee who has been involved in a job related incident, within the scope of the employee's normal duties, that could reasonably be viewed as posing a legitimate threat of contact with the HIV/AIDS virus. County agrees to pay for Hepatitis B vaccinations for all employees covered by the agreement who consent to the vaccination and who make an affirmative request for the vaccination.
- b. For the purposes of officer safety, the Sheriff will meet and confer with the Association quarterly, or more or less frequently by mutual agreement, for the purpose of consulting on patrol and jail staffing levels. The Sheriff retains the management prerogative to set minimum staffing levels for patrol and the jail.

(2) Use of Bulletin Boards and County Facilities

- a. County-owned meeting facilities may be made available to Association upon the same basis as the facilities are made available to the public. If a rental or use fee is charged to the public, the same rental or use fee shall be charged to Association.
- b. County shall provide and designate bulletin boards at all major duty locations throughout Lyon County for the use of all County employees within the bargaining unit(s), whether Association has or not. Employees shall not post materials at any other location except the designated bulletin boards. Material posted shall not be obscene, defamatory, of a partisan political nature, concerning public issues which do not involve the County or its relationships to County employees. All posted material shall include the identity of the sponsor, the signature of the employee posting, a date for removal, and neatly displayed and removed when no longer timely. It is the responsibility of the person posting the material to remove it in timely fashion.

(3) Access To Information

Upon written request from the Association, or from any employee within the bargaining units who is not a member of the Association, County shall provide one copy of the following:

Tax rates;

Classification information, including grade, step, and salary anniversary for each employee in the bargaining unit(s);

Relevant budgetary information filed with the Nevada Tax Commission;

Periodic financial printouts;

Any other relevant material required by NRS Ch. 288 to be provided as a basis for collective bargaining or representation of employees by themselves or others.

(4) Personnel Files

- a. Any employee covered under this Agreement shall, upon request, by appointment, be permitted to examine that employee's personnel file. An employee may copy any material in the file.
- b. 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.

(5) Notification of Leave

- a. Each employee shall be notified by County, not less than quarterly, of the amount of employee's accrued sick leave and vacation leave.

(6) Rights of Peace Officers

- a. County expressly recognizes and incorporates by reference as part of this Agreement the provisions of NRS Ch. 289, "Rights of Peace Officers".

(7) Personal Property

- a. Subject to the approval of the Sheriff, the County will pay the full cost of replacing employees' prescription eyeglasses, contact lenses, and watches destroyed in the line of duty up to \$500 per incident. In addition to the per-incident cap of \$500, there shall also be an aggregate cap of \$3,500 per fiscal year for all personal property reimbursements to employees covered by this agreement. In no event shall the per-incident cap or the aggregate cap be exceeded.

ARTICLE 15. LIGHT DUTY ASSIGNMENTS

- a. For any bargaining unit employee whose physical condition prevents them from performing their normal duties, the Sheriff agrees to make reasonable efforts to place the employee in an assignment which they can safely perform work consistent with the employee's condition.
- b. Employees who have been authorized injury leave due to work related injuries, may upon release from their attending physician and upon presentation of said release to the Sheriff return to work in a light duty assignment if one is available. Any assignments to light duty shall be in conformance with limitations imposed by the employee's doctor and no employee shall be assigned light duty tasks that would predictably prolong the rehabilitative process or otherwise increase the risk of further injury.
- c. The intent of this Article is to permit employees to return to work as soon as is medically possible within the requirements of State of Nevada workers compensation. Further, the parties understand that light duty refers to duty other than the full range of normal duties within the Sheriff's Office.
- d. Nothing in this Article shall require the County or the Sheriff to create a light duty assignment. The determination of light duty assignments is the sole right of the Sheriff or designee. The Sheriff agrees that light duty assignments for personnel injured on-duty is probably in the best interest of the County, the agency and the employee. Light duty assignments following off-duty injuries or illnesses will be considered on a case-by-case basis, with the needs of the agency as the

determining factor, and will not be considered as precedent in any event. This is a management right and not an item that may be grieved.

ARTICLE 16. PAYROLL DEDUCTION

- a. County shall deduct dues from the salaries of Association members and pay over to the proper officer of the Association 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.
- b. The Association shall indemnify and hold 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.
- c. The Association shall certify to 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 17. TECHNICAL MATTERS

(1) 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, ruling, or regulations, the remainder of the Agreement shall remain in full force and effect unless the part so found to be void cannot be separated from the provision(s) of this Agreement held to be legal. The parties expressly affirm that they would have enacted the remainder of the Agreement without the provision(s) found to be illegal and void. 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.

(2) Adoption and Amendment Procedure

- a. This Agreement shall be deemed adopted and binding upon execution by authorized representatives of Association and County. Adoption shall terminate negotiations during its term.
- b. If either Association or County desires to modify or change this Agreement during its term, the party shall serve written notice on the other party setting forth the nature of the modifications or changes. The proposed modifications or changes shall be deemed rejected unless expressly approved by the other party within thirty (30)

days. Any amendment proposed by one party and expressly approved by the other party shall become a part of this Agreement on the mutually agreed date.

(3) Copy of Contract

The County will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement or have it posted online at the County's website. If the County does not post a copy of this Agreement within the thirty (30) days required by this Article, the County shall bear the entire cost of reproducing and distributing the Agreement in writing, to each employee.

ARTICLE 18. ADOPTION

This Agreement will commence July 1, 2020 and expire June 30, 2021. The County may reopen this Agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

LYON COUNTY, NEVADA

By: Vida Keller
Vida Keller, Chair
Lyon County Board of
County Commissioners

LYON COUNTY SHERIFF'S
EMPLOYEE ASSOCIATION

By: Johnathan Tripp
Johnathan Tripp, President
Lyon County Sheriff's Employee
Association

LYON COUNTY SHERIFF

By: Frank Hunewill
Sheriff Frank Hunewill

LYON COUNTY MANAGER

By: Jeff Page
Jeff Page, County Manager

APPENDIX A

APPENDIX A
Fiscal Year 2020-2021 Salary Tables

Effective July 1, 2020 through October 16, 2020:

DEPUTIES								
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$ 24.4291	\$ 25.0398	\$ 25.6658	\$ 26.3074	\$ 26.9651	\$ 27.6392	\$ 28.3302	\$ 29.0385	\$ 29.7645
\$ 50,812.53	\$ 52,082.78	\$ 53,384.86	\$ 54,719.39	\$ 56,087.41	\$ 57,489.54	\$ 58,926.82	\$ 60,400.08	\$ 61,910.16

SERGEANTS								
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$ 29.3326	\$ 30.0659	\$ 30.8175	\$ 31.5879	\$ 32.3776	\$ 33.1870	\$ 34.0167	\$ 34.8671	\$ 35.7388
\$ 61,011.81	\$ 62,537.07	\$ 64,100.40	\$ 65,702.83	\$ 67,345.41	\$ 69,028.96	\$ 70,754.74	\$ 72,523.57	\$ 74,336.70

LIEUTENANTS								
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$ 34.3052	\$ 35.1628	\$ 36.0419	\$ 36.9429	\$ 37.8665	\$ 38.8132	\$ 39.7835	\$ 40.7781	\$ 41.7976
\$ 71,354.82	\$ 73,138.62	\$ 74,967.15	\$ 76,841.23	\$ 78,762.32	\$ 80,731.46	\$ 82,749.68	\$ 84,818.45	\$ 86,939.01

Effective October 17, 2020:

DEPUTIES								
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$ 24.9177	\$ 25.5406	\$ 26.1791	\$ 26.8336	\$ 27.5044	\$ 28.1920	\$ 28.8968	\$ 29.6192	\$ 30.3597
\$ 51,828.78	\$ 53,124.45	\$ 54,452.53	\$ 55,813.89	\$ 57,209.15	\$ 58,639.36	\$ 60,105.34	\$ 61,607.94	\$ 63,148.18

SERGEANTS								
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$ 29.9193	\$ 30.6672	\$ 31.4339	\$ 32.2197	\$ 33.0252	\$ 33.8508	\$ 34.6971	\$ 35.5645	\$ 36.4536
\$ 62,232.04	\$ 63,787.78	\$ 65,382.51	\$ 67,016.98	\$ 68,692.42	\$ 70,409.66	\$ 72,169.97	\$ 73,974.16	\$ 75,823.49

LIEUTENANTS								
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$ 34.9913	\$ 35.8661	\$ 36.7628	\$ 37.6819	\$ 38.6239	\$ 39.5895	\$ 40.5792	\$ 41.5937	\$ 42.6335
\$ 72,781.91	\$ 74,601.49	\$ 76,466.62	\$ 78,378.35	\$ 80,337.71	\$ 82,346.16	\$ 84,404.74	\$ 86,514.90	\$ 88,677.68

APPENDIX B

LYON COUNTY SHERIFF EMPLOYEE ASSOCIATION FORMAL GRIEVANCE FORM

Grievant's Name: _____ Phone/Email: _____

Position: _____ Immediate Supervisor _____

Statement of grievance (state the facts that gave rise to this grievance):

Date(s) of occurrence: _____

Where did this occur (be specific):

Name(s) and phone number(s) of any individuals involved:

Name _____ Phone/Email: _____

Name _____ Phone/Email: _____

Name _____ Phone/Email: _____

Which Article(s) and Section(s) of the LCSEA Labor Agreement do you believe have been violated?

What remedy/resolution are you requesting?

Grievant's Signature & Date