

Recorder's Office Cover Sheet

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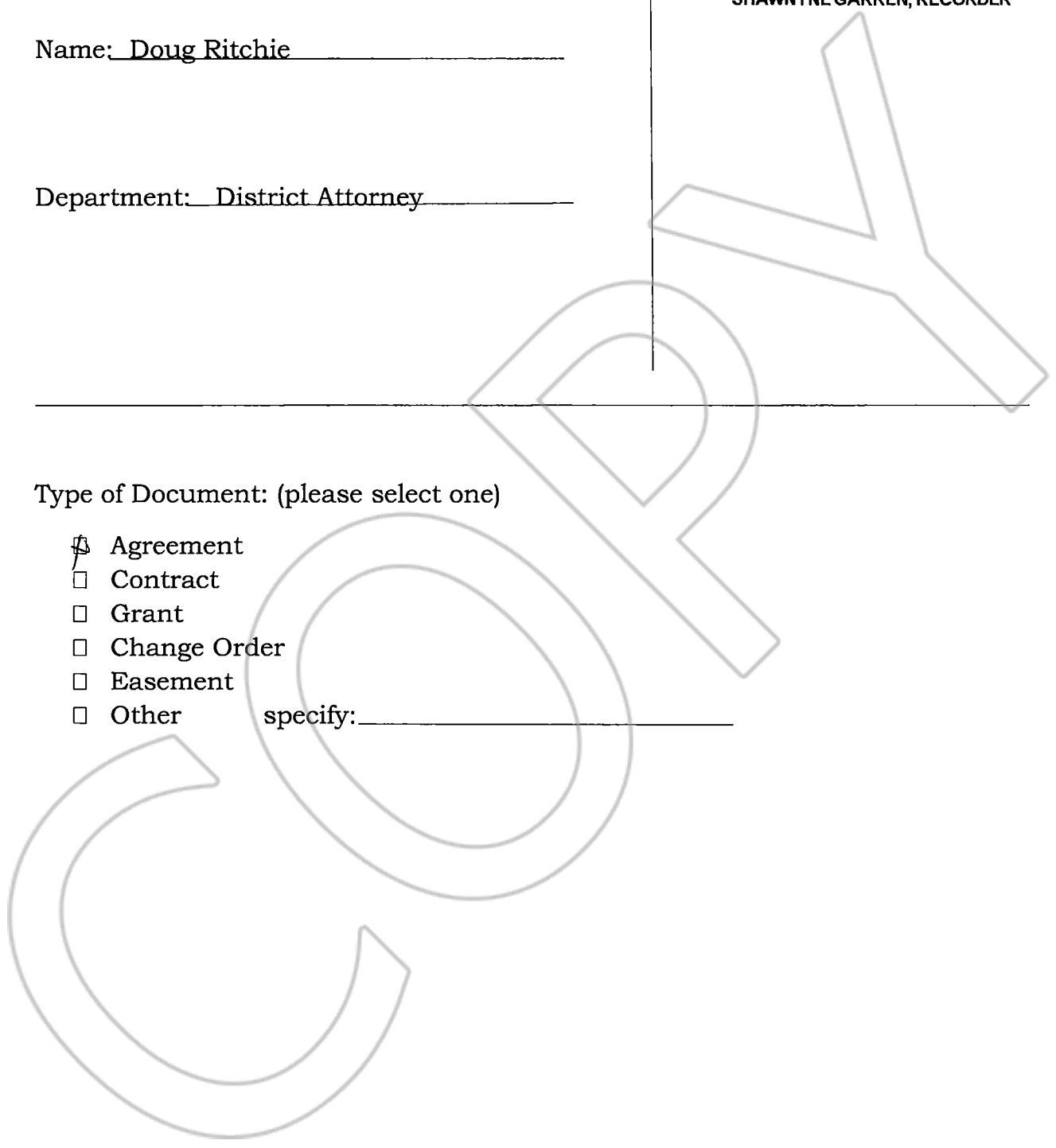
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SHAWNYNE GARREN, RECORDER

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- Contract
- Grant
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- Easement
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**FILED**

**NO.** 2023.068

5/5/2023  
DATE

**DOUGLAS COUNTY CLERK  
MINDEN, NV**

**BY** MP **DEPUTY**

**Agreement  
Between  
Douglas County, Nevada  
And the  
Douglas County Sheriff's Protective Association –  
Sergeant's Bargaining Unit  
For the period  
July 1, 2022 – June 30, 2024**

**Agreement  
Between  
Douglas County, Nevada  
And the  
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Sergeant's Bargaining Unit  
For the period  
2022 – 2024**

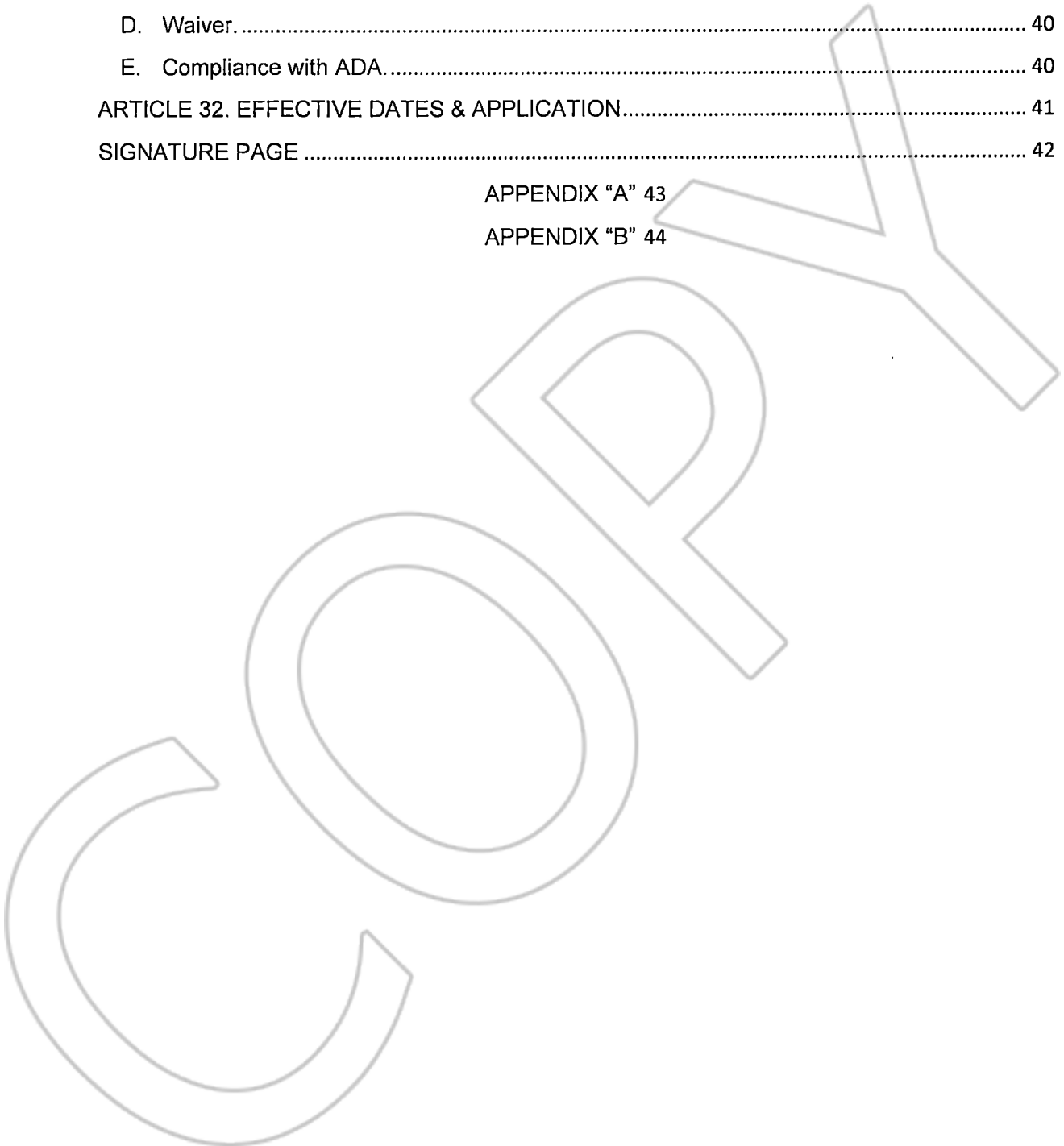
ARTICLE 1	PARTIES.....	7
ARTICLE 2	TERM OF AGREEMENT.....	7
ARTICLE 3	AUTHORIZED AGENTS .....	7
	A. County's Principal Authorized Agent Shall Be:.....	8
	B. SBU Principal Authorized Agent Shall Be:.....	8
ARTICLE 4	RECOGNITION.....	8
	A. Collective Bargaining Agent. ....	8
	B. Negotiating Team.....	8
ARTICLE 5	SBU RIGHTS .....	8
	A. Bulletin Boards.....	8
	B. Interdepartmental Mail System. ....	9
	C. Use of County Copy Machines.....	9
	D. Dues Deductions.....	9
ARTICLE 6	MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	10
ARTICLE 7	SALARIES .....	11
	A. Salary.....	11
	B. Cost of Living Adjustment. ....	11
	C. Annual Performance Evaluations and Step Progression.....	12
ARTICLE 8.	INCENTIVE PAY.....	13
	A. Police Officer Standard Training Incentive.....	13
	B. Field Training Officer Incentive Pay. ....	14
	C. Hazardous Duty Incentive Pay.....	14
	D. Night Shift Differential Incentive Pay.....	15
	E. Swing Shift Differential Incentive Pay. ....	15
	F. Canine Assignment Incentive Pay.....	15

G. Extra Duty Incentive Pay.....	15
H. Working Above Class Pay.....	15
I. Education Incentive Pay.....	16
ARTICLE 9    MEDICAL AND DENTAL INSURANCE .....	17
A. Health Insurance.....	17
B. County Contribution To Health Insurance as of January 1, 2022.....	17
C. Monthly Contribution in Lieu of Medical Package .....	17
D. County Contribution to Dental, Vision and Life Insurance.....	17
E. County Benefits Committee .....	18
ARTICLE 10    HOURS .....	18
A. Work Hours.....	18
B. Rest Periods.....	18
ARTICLE 11    OVERTIME .....	19
A. Definitions.....	19
B. Overtime Compensation.....	19
C. Rescheduling.....	19
D. Compliance with FLSA.....	19
ARTICLE 12    STANDBY DUTY AND CALL BACK .....	20
A. Standby.....	20
B. Call Back.....	20
ARTICLE 13    COURT TIME.....	20
ARTICLE 14    LEGAL HOLIDAYS.....	21
ARTICLE 15    ANNUAL LEAVE.....	21
A. Basis of Accrual.....	21
B. Schedule of Accrual.....	21
C. Accrual During Probation.....	21
D. Payment on Separation.....	21
E. Payment on Death.....	21
F. Carry-over of Annual Leave to Following Year.....	22
G. Approval for Use of Annual Leave.....	22
ARTICLE 16    SICK LEAVE.....	22
A. Entitlement.....	22

B. Sick Leave Accrual.....	22
C. Maximum Accrual Cap Provisions.....	22
D. Authorization for Usage.....	23
D. Certificate of Illness.....	23
G. Excess to Worker's Compensation.....	24
H. Sick Leave Payoff.....	24
I. Leave Donation.....	25
ARTICLE 17 LEAVES OF ABSENCE.....	25
A. Eligibility.....	25
B. Short-Term Leave Without Pay.....	25
C. Procedure for Short-Term LWOP.....	25
D. Long-Term LWOP.....	25
E. Elected Benefits.....	26
F. Military Leave.....	26
ARTICLE 18 PROBATIONARY PERIOD.....	26
ARTICLE 19 EFFECTS OF LAY-OFF.....	27
A. Identification of Positions.....	27
B. Seniority Determination.....	27
C. Layoff Order.....	27
D. Notice.....	27
E. Bumping Rights.....	27
F. Posting.....	27
G. Reemployment.....	28
ARTICLE 20 GRIEVANCE PROCEDURE.....	28
A. Definitions.....	28
B. General Provisions.....	28
C. Process.....	29
ARTICLE 21 EMPLOYEE DISCIPLINARY PROCEDURES.....	30
A. Basis for Disciplinary Action.....	30
B. Types of Discipline.....	30
C. Response to a Written Reprimand.....	30
D. Notice of Discipline Other Than Written Reprimands.....	30

E. Division Captain’s (or Designee) Decision.....	31
F. Appeal from a Short Suspension.....	31
G. Appeal from a Severe Disciplinary Action.....	32
ARTICLE 22    EXTERNAL HEARING OFFICER.....	33
A. Designation.....	33
B. Costs.....	33
C. Effect of Decision.....	33
D. Authority of the EHO.....	34
E. Matters Subject to EHO Procedure.....	34
F. Rules of Evidence.....	34
ARTICLE 23    SAFETY.....	34
ARTICLE 24    UNIFORMS AND SAFETY EQUIPMENT.....	35
A. Uniforms.....	35
B. Safety Equipment.....	35
C. Ballistic Vests.....	35
D. Initial Allowance.....	36
E. Return of Equipment and Uniforms.....	36
F. Uniform Requirement Changes.....	37
G. Replacement of Destroyed or Damaged Uniforms and Safety Equipment.....	37
ARTICLE 25    REPLACEMENT OF PERSONAL PROPERTY.....	37
ARTICLE 26    DRUG TESTING.....	37
ARTICLE 27    PEACEFUL PERFORMANCE.....	38
ARTICLE 28    LABOR MANAGEMENT COMMITTEE.....	38
A. Representatives and Function.....	38
B. Notice of Issues.....	39
C. Recommendations.....	39
D. Advisory Function.....	39
E. Chairperson.....	39
F. Attendance by Other Persons.....	39
ARTICLE 29    COUNTY CODE AND POLICIES.....	39
ARTICLE 30    SAVINGS PROVISION.....	39
ARTICLE 31    FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	40

A. Full Understanding ..... 40  
B. Alteration of Economic Benefits..... 40  
C. Modification Requirements. .... 40  
D. Waiver..... 40  
E. Compliance with ADA..... 40  
ARTICLE 32. EFFECTIVE DATES & APPLICATION..... 41  
SIGNATURE PAGE ..... 42  
APPENDIX "A" 43  
APPENDIX "B" 44



**Agreement  
Between  
Douglas County, Nevada  
and the  
Douglas County Sheriff's Protective Association  
Sergeant's Bargaining Unit  
For the period  
2022 – 2024**

**ARTICLE 1            PARTIES**

This agreement is entered into , by and between the County of Douglas ("County" or "Management"), and the Douglas County Sheriff's Protective Association - Sergeant's Bargaining Unit ("SBU" or "Association").

**ARTICLE 2            TERM OF AGREEMENT**

A.     The term of this Agreement will commence effective July 1, 2022, and end on June 30, 2024.

B.     This Agreement will remain in full force and effect during any subsequent labor negotiations between SBU and the County.

C.     Notwithstanding any other provision of this Agreement and Article 2, after June 30, 2024, no increase in salaries, wages, or other monetary benefits, except step movement and longevity, will occur or be paid by the County to any employee represented by the Association until a successor labor agreement is executed by SBU and the County. However, the County as an employer paying on behalf of an employee, is required by Nevada's Public Employees' Retirement System ("PERS") to pay contribution rates per NRS 286.421 which may result in reductions in employee's salaries.

**ARTICLE 3            AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this agreement, the following agents have been designated:



**A. County's Principal Authorized Agent Shall Be:**

County Manager  
Douglas County  
P.O. Box 218  
Minden, Nevada 89423

**B. SBU Principal Authorized Agent Shall Be:**

Sergeant's Bargaining Unit  
c/o DCSPA  
P.O. Box 1153  
Minden, Nevada 89423

**ARTICLE 4 RECOGNITION**

**A. Collective Bargaining Agent.**

The County recognizes the SBU as the sole collective bargaining agent for all regularly budgeted employees of the County within job classifications covered by this Agreement who are presently employed and subsequently hired by the County at its location in Nevada.

**B. Negotiating Team.**

The size of the respective bargaining teams for contract negotiations shall be no more than four (4) members. The four (4) members shall not include the chief negotiator for either party or any professionals hired by either the County or the SBU. In addition, either party may, with prior notice to the other party, bring an additional member with special skills or information to the negotiation session.

**ARTICLE 5 SBU RIGHTS**

**A. Bulletin Boards.**

The County will furnish bulletin board space where currently available. Only areas designated by the Sheriff or his designee may be used for posting of notices. Bulletin boards shall only be used for the following notices:

1. Scheduled SBU meeting, agenda, and minutes.
2. Information on SBU elections and the results.
3. Information regarding SBU social, recreational, and related news bulletins.
4. Reports of official business of SBU, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or relate to political office, ballot issues or proposed ballot issues or the ballot process, nor shall they pertain to public issues which do not include the County or its relations with County

employees. All notices to be posted must be dated and signed by an authorized representative of SBU. County equipment, materials, supplies, or interdepartmental mail systems shall not be used for the preparation, reproduction, or distribution of notices, except as specifically allowed below, nor shall such notices be prepared by County employees during their regular working time.

**B. Interdepartmental Mail System.**

County agrees to allow limited use of the County's interdepartmental mail system and the County e-mail system to the SBU. Such use shall not include mass mailings of materials not suitable for posting under Section A. All use of the County e-mail system is subject to the County's internet and e-mail policy, including the provision that there is no reasonable expectation of privacy for messages placed on the system, and that all messages are subject to applicable provisions under the Nevada Public Records Law.

**C. Use of County Copy Machines.**

County agrees the SBU may use County copy machines providing the following conditions are met.

1. SBU will promptly notify the County of the number of copies made and reimburse County for the cost of the copies.
2. All copying will not be done during the employee's work hours (i.e. not during County time when the employee is receiving compensation).
3. SBU use of copying facilities must not interfere with use of such facilities for County business.

**D. Dues Deductions.**

The parties agree that the County will provide payroll deduction to the SBU on the following terms:

**1. Authorization.**

The County shall deduct dues from the salaries of SBU members and remit the total deductions to the designated SBU officer(s) on a monthly basis. However, no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. Regardless of when the authorization form is executed, it is understood and agreed the County will not deduct dues for any period of time prior to the employee's first day of employment with the County. The deduction authorization form must specify any SBU restriction on the employee's right to terminate his/her dues deduction authorization. The stated restriction must not require the employee to remain a member or continue dues deductions beyond the end of the calendar month of the employee's action to terminate such status.

**2. Amount of Dues.**

The SBU shall certify to the County in writing the current rate of membership dues. The SBU will notify the County of any change in the rate of membership dues at least sixty (60) days prior to the effective date of such change.

**3. Indemnification.**

The SBU shall indemnify and hold the County harmless against any and all claims, demands, suites and all other forms of liability or costs which shall arise out of or by reason of any action taken, or not taken, by the County under the provisions of this Article or through the proper execution of this Article.

**4. Paid Release Time.**

The County will create an "Hours Code" in the County's eSuite HR Portal or time sheet for Association Representatives to account for any Paid Release Time utilized by an Association Representative to perform duties for, or providing services to, the Association ("Association Business").

a. An accurate time entry must be used by each employee in the eSuite HR Portal or time sheet for any time used for Association Business. The Association agrees to reimburse the County for any compensation paid by the County to an Association Representative to conduct Association Business. Paid release time will only be used in place of regularly scheduled hours and not in addition to an employee's work schedule.

b. At the Association's request, the County agrees to promptly provide a summary of all Association Business reported on time sheets to the Association. The Association promises and agrees to pay the required reimbursement amount to the County within 30 days of receiving any summary of Paid Release Time from the County and requesting payment.

c. Instead of making a reimbursement to the County, the Association may request that the County deduct the amount due to the County from an existing credit granted to the Association by the County.

**ARTICLE 6 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by specific provisions of this Agreement. It is the ultimate right and responsibility of the County to manage its operations in the most efficient manner consistent with the best interests of all its citizens, taxpayers, and employees. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the work force and determine the number of employees needed;
6. To hire, transfer, promote, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;
8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions;
13. To establish initial salaries of new classifications;
14. To determine the methods, processes, means and places of providing services; and
15. To take whatever action necessary to prepare for and operate in an emergency.

Should the County desire to make a substantial change on an item within the mandatory scope of bargaining causing a major impact on unit employees, it shall first offer to meet and consult with the SBU in an effort to reach a mutually agreeable course of action.

## **ARTICLE 7                      SALARIES**

### **A. Salary.**

The salary schedule for the rank of Sergeant is set forth in Appendix "A" to this Agreement. Effective the first full pay period following approval of this Agreement by the Board of County Commissioners pursuant to NRS 288.153(1), each employee will be placed in the lowest salary step which is at least five percent (5%) above the employee's current base rate. The new wage must not exceed the highest salary step of the employee's classification. The salary schedules are subject to change during the term of the Agreement as a result of the changes to the Cost of Living Adjustment as described in Section B and the retirement contribution rate described in Section D.

### **B. Cost of Living Adjustment.**

1. A cost of living, a cost of living adjustment will be made to each employee's pay rate and salary range the first pay period of each fiscal year ("COLA").

2. The COLA will be equal to the annual change in Consumer Price Index for All Urban Consumers (CPI-U) according to the Bureau of Labor Statistics, Series ID: CUUR0400AA0), from December to December of each calendar year. This cost-of-living adjustment will be no less than 0% and no more than 6%, regardless of whether the actual change in the CPI is lower or higher than these caps.

3. For fiscal year 2022-2023 the COLA is already incorporated into Appendix "A" attached hereto and no additional COLA will be made for that fiscal year.

4. For fiscal year 2023-2024 the COLA is already incorporated into Appendix "A" attached hereto and no additional COLA will be made for that fiscal year.

**C. Annual Performance Evaluations and Step Progression.**

1. All employees covered by this Agreement will receive annual performance evaluations. A copy of this written annual performance evaluation will be kept in the employee's personnel file in the County's Human Resources Department. The performance evaluation may be used when considering any employment action. The County establishes work performance standards which incorporate applicable safety standard, and the content of the work performance standards. The establishment of those work performance standards and the individual performance evaluation ratings assigned to individual employees are reserved to the County and are not subject to the grievance and arbitration provisions of this Agreement.

2. If an employee receives a "meets expectations" or better performance evaluation rating, an employee shall receive a one step increase on the first day of the pay period in which the anniversary of the date the employee was hired or received a promotion, whichever is later, occurs. If the employee receives a score below "meets expectation" on their performance evaluation, the employee will not receive a step increase. A rating which results in a denial of a step increase will be appealable up the employee's chain of command up to the rank of Undersheriff. An employee who is already at the highest salary step will not receive a step increase, regardless of performance rating. Effective the first full pay period following approval of this Agreement by the Board of County Commissioners pursuant to NRS 288.153(1) or 288.215(12), employees whose anniversary occurs during fiscal year 2022-23 but prior to approval of this Agreement by the Board of County Commissioners pursuant to NRS 288.153(1) or 288.215(12), and who would have otherwise progressed one step on their anniversary, will be placed in the steps in accordance with

Section A, and then will receive the step increase effective on his or her anniversary date. This action will not revise the employee's anniversary date.

3. In addition to any salary step progression under the above, each employee will be advanced one salary step effective the first full pay period of July 1, 2023 as an equity adjustment.

**D. Public Employment Retirement (PERS) Contributions.**

1. If PERS or the Nevada State Legislature takes any action to increase the total contribution rate in any single year in an amount of two percent (2%) or less during the term of this Agreement, the County will pay one-half of the increase, up to one percent (1%), and the employee's salary will be reduced by one-half of the increase, up to one percent (1%). However, the County will increase the employee's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the employee's salary.

2. If PERS or the Nevada State Legislature takes any action to increase the total contribution rate in any single year in an amount that exceeds two percent (2%) during the term of this Agreement, the County will pay one-half of the increase, and the employee's salary, as well as the salary range, will be reduced by one-half of the increase. However, the County will increase the employee's salary, as well as the salary range, by one percent (1%) on the effective date of the reduction.

3. The County agrees to pay the entire amount of any increase in the PERS contribution rate effective July 1, 2023. If employee wages and/or the salary schedule must be decreased to pay for any portion of the contribution rate increased effective July 1, 2023, the County will increase the employee's salary, as well as the salary range by the same amount.

**ARTICLE 8. INCENTIVE PAY**

All incentive pay amounts will be paid in addition to the employee's base wage. To the extent permitted, all incentive pays will be reported to PERS as pensionable compensation. Effective July 1 of each fiscal year after 2023/2024, all incentive payments listed below, with the exception of longevity will increase by the amount of the COLA which is implemented on July 1 of that year.

**A. Police Officer Standard Training Incentive.**

1. Sergeants will receive Police Officer Standard Training ("P.O.S.T.") incentive pay to recognize the following training achievements, whichever is higher:

a. *Advanced Level.* Employees who possess a Nevada P.O.S.T. Advanced Certificate shall be paid \$58.00 per full pay period; or

b. *Supervisor Level.* Employees who possess a Nevada P.O.S.T. Supervisor Certificate shall be paid \$68.00 per full pay period; or

c. *Management Level.* Employees who possess a Nevada P.O.S.T. Management Certificate shall be paid \$76.92 per full pay period.

2. The applicable P.O.S.T. incentive pay will become payable beginning the next pay period after notice of the employee's receiving the applicable P.O.S.T. certificate is provided to the Undersheriff.

**B. Field Training Officer Incentive Pay.**

1. The Sheriff may designate qualified individuals as a Field Training Officer ("FTO").

2. Upon assignment to train or supervise the training of an individual "trainee officer," the FTO will receive an incentive increase of Two Dollars and Fifty Cents (\$2.50) per hour in addition to the FTO's normal base hourly rate of pay for each hour the employee performs actual FTO duties pursuant to such assignment.

3. The FTO incentive pay applies to all FTOs regardless of the Division they are assigned.

4. The Sheriff shall have the sole and full discretion to make an FTO assignment and to remove someone from such assignment.

**C. Hazardous Duty Incentive Pay.**

1. An employee who has applied for and been appointed by the Sheriff as a regular member of the interagency bomb squad, regular member of the special weapons and tactics (SWAT) team, regular member of the dive team, or is on motorcycle duty, will receive Seventy-Five Dollars (\$75) per full pay period. Incentive pay will continue for the duration of the appointment. The Sheriff shall have the sole and full discretion to make appointments and to remove an employee from any such appointment. If an employee volunteers and is appointed to more than one hazardous duty, the employee will receive only one hazardous duty incentive payment each pay period.

2. Employees who are receiving hazardous duty bomb squad pay will continue to receive hazardous duty incentive pay as identified below, provided those employees remain appointed to the bomb squad by the Sheriff. After June 20, 2024, the hazardous duty incentive pay for being a member of the bomb squad will not exceed the Seventy-Five Dollars per full pay period as provided in paragraph 1 above.

Employee Number	Rate of Pay
3282	\$428.39 per month

**D. Night Shift Differential Incentive Pay.**

For actually working any assigned shift at least half of which includes the hours designated by the Sheriff as Graveyard Shift, an employee will receive an incentive payment of two dollars and fifty cents (\$2.50) per hour in addition to the employee's base hourly wage as incentive shift differential pay. To qualify, the employee must work at least one-half (½) of the qualifying Graveyard Shift. The Sheriff shall have full discretion to make or not make such assignment or remove someone from such assignment.

**E. Swing Shift Differential Incentive Pay.**

For actually working any assigned shift at least half of which includes the hours designated by the Sheriff as Swing Shift, an employee will receive an incentive payment of one dollar and fifty cents (\$1.50) per hour in addition to the employee's base hourly wage as incentive shift differential pay. To qualify, the employee must work at least one-half (½) of the qualifying Swing Shift. The Sheriff shall have full discretion to make or not make such assignment or remove someone from such assignment.

**F. Canine Assignment Incentive Pay.**

Canine handlers that provide for the care and maintenance of the canine will be paid no more than \$420 per month for providing this service. N Such pay shall continue for the duration of the assignment. The Sheriff shall have full discretion to make the assignment or remove someone from such assignment.

**G. Extra Duty Incentive Pay.**

Sergeants will receive forty-five dollars (\$45.00) per full pay period as Extra Duty Incentive Pay any extra duty which they applied for and been appointed to by the Sheriff. If an employee volunteers and is appointed to more than one extra duty, the employee will only receive one extra duty incentive payment each pay period. Examples of such duties include but are not limited to crisis negotiations team, polygraph examiner, coroner III, range master, trainers, bilingual proficiency, and honor guard. The Sheriff shall have full discretion to make the extra duty assignment or remove someone from such assignment.

**H. Working Above Class Pay.**

A Sergeant who is designated by the Sheriff or Undersheriff to serve in an acting capacity to perform the full scope of duties of a higher classification shall be compensated consistent with Douglas County Policy 200.11. The Sheriff shall have full discretion to make a special assignment to an employee or to remove someone from such assignment.



**I. Education Incentive Pay.**

1. Employees will be paid an education incentive pay to recognize the following listed educational achievements, whichever is higher, from an accredited college or university:
  - a. Associate's Degree: A qualifying employee will receive an incentive payment of \$60 per full pay period.
  - b. Bachelor's or Higher Degree: A qualifying employee will receive an incentive payment of \$120 per full pay period.
2. An employee must submit a letter of request with a college transcript to the Human Resources Department before being eligible to receive Education Incentive Pay.
3. Any employee who has received tuition reimbursement or aid under Douglas County's policy after July 1, 2017, is ineligible to receive Education Incentive Pay.
4. Education Incentive Pay will be paid beginning the next pay period after the Human Resources Department receives the required letter of request and college transcript.

**J. Longevity.**

Effective July 1, 2023, an employee who has completed at least five (5) full years of continuous full-time employment with the Douglas County Sheriff's Office as of July 1 of each year of subsequent continuous employment, will be eligible for longevity pay. Upon any break in employment the employee's service prior to the break in employment shall not count for the purpose of eligibility for longevity pay or the amount of longevity pay. The payment to which an employee is entitled must be calculated on July 1 of each year as follows:

<u>Completed Years of Full Time Employment with DCSO</u>	<u>Incentive Pay Per Paycheck</u>
<u>5-9</u>	<u>\$40</u>
<u>10-14</u>	<u>\$65</u>
<u>15-19</u>	<u>\$115</u>
<u>20 or more</u>	<u>\$175</u>

## ARTICLE 9

## MEDICAL AND DENTAL INSURANCE

### A. Health Insurance.

1. The County will provide access to health insurance and will allow employees to choose benefits based on their individual needs.
2. The County will provide eligible employees with medical, dental, vision and individual life insurance coverage, and provide premium contributions that will vary depending on the plan and coverage levels selected by each employee.
3. Medical insurance may be optional for employees that can provide acceptable proof of similar insurance coverage through another source. Approval for the waiver of medical insurance will be at the County's sole discretion.

### B. County Contribution To Health Insurance as of January 1, 2022.

A traditional medical plan and, if available, a High Deductible Plan will be offered to employees. One of these must be purchased unless waived pursuant to A(3) above.

Prior to January 2024, County contributions will remain at the amounts in place for calendar year 2023. Effective January 2024, the County contribution will be as follows:

1. 100% of the employee only premium cost of the lowest premium plan offered or 90% of the employee only premium of any other plan offered.
2. If the employee chooses any insurance coverage other than employee only (employee plus spouse, children, or family) the County will pay 75% of the premium cost of the lowest premium plan offered or 65% of the premium cost of any other plan offered.

### C. Monthly Contribution in Lieu of Medical Package

Any employee who obtains a waiver of medical insurance pursuant to A(3) above will receive a monthly stipend of \$350 from the County. Dental and vision insurance coverage is mandatory, the cost of which is the sole responsibility of the employee.

### D. County Contribution to Dental, Vision and Life Insurance.

For the term of this Agreement, the County will provide the following insurance benefits to covered employees:

1. Dental
  - a. The County will cover 100% of employee-only coverage.
  - b. 0% of dependent coverage.
2. Vision
  - a. The County will cover 100% of employee-only coverage.
  - b. 0% of dependent coverage.

3. Basic Life Insurance Coverage

- a. The County will cover 100% of employee-only coverage of \$50,000.
- b. 0% of dependent coverage.

**E. County Benefits Committee**

One representative from SBU will serve as a member of the Advisory Employee Benefit Committee ("Benefits Committee") in accordance with the established Benefits Committee bylaws.

**F. Payments and Benefits Upon Death.**

1. In accordance with NRS 281.155, the beneficiary of any employee who becomes deceased while actively employed by the County will be entitled to all wages, reimbursements, and leave payouts the employee would be entitled to had the employee separated for any other reason.

2. Additionally, if an employee becomes deceased while acting in the course and scope of their employment, the County will provide the following additional benefits:

- a. \$20,000 in addition to life insurance, to the beneficiary of the employee to assist in memorial, funeral, internment, or cremation expenses.
- b. 100% of the medical premiums of the least expensive plan offered for the dependents of the deceased employee for a period of five years from the date of the employee's death.

**ARTICLE 10 HOURS**

**A. Work Hours.**

The County designates a 14-day work period ("full pay period") for purposes of compliance with the Federal Labor Standards Act ("FLSA"). Sheriff operations are a 24-hours a day, seven days a week and therefore a variable work schedule is necessary. To the extent the Sheriff determines it is efficient, serves the best interests of the County, and is practicable, a pay period shall normally consist of eighty (80) hours. Variable work schedules may include a combination of eight (8), nine (9), ten (10) hour workday or other workday as is more beneficial to the operations of the Sheriff's Office. Each employee will be assigned regular starting and quitting times, which shall not be changed without a reasonable attempt to give twenty-four (24) hour prior notice. Should an employee be required to work during his/her lunch hour, the length of such interruption shall be counted as time worked unless other arrangements are made with his/her supervisor.

**B. Rest Periods.**

When practical, employees shall be granted a fifteen (15) minute rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time or meal break and shall not be accumulated or used to supplement meal breaks, arrive at

work late or leave work early. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

## ARTICLE 11 OVERTIME

### A. Definitions.

1. *Overtime.*

That time worked as authorized and directed by management, which exceeds eighty (80) hours worked in the pay period.

2. *Hours Worked.*

Overtime is that time worked, as authorized and directed by management, that exceeds eighty (80) hours during the full pay period. For the purpose of this Article 11, Annual Leave, or Sick Leave taken by an employee shall be considered as time actually worked.

### B. Overtime Compensation.

1. *Compensation Time Off.* Employees who have worked over eighty (80) hours in a biweekly pay period/full pay period, shall have the option to receive Compensating Time Off (CTO) or pay for that time over eighty (80) hours on a one and a half times (1.5x) basis. The employee's choice must be made prior to the point that time sheets are turned into DCSO's administration. There shall be no restriction to the number of hours an employee can accumulate in the employee's CTO bank during a full pay period.

2. *CTO Bank.* An employee may not accrue more than 200 hours of CTO. The County may pay off an employee's CTO bank in its sole discretion.

### C. Rescheduling.

Nothing in this Agreement or Article 11 shall prohibit Management's ability to schedule or reschedule an employee's work in order to operate within the confines of budgetary constraints. To the extent possible, however, the Department will reschedule additional time off to extend the employee's normal weekend. Management will also give at least twenty-four (24) hours' notice of the schedule change to the employee for purposes of this paragraph.

### D. Compliance with FLSA.

Management shall make such changes in this article and any others as well as in practice in order to fully comply with the requirements of the FLSA. The County shall notify the Association of any proposed changes prior to their implementation. Upon the Association's request, the County agrees to meet with Association representatives to discuss the proposed changes.

## ARTICLE 12 STANDBY DUTY AND CALL BACK

### A. Standby.

Standby duty is defined as that circumstance which requires the employee so assigned to:

1. Be ready to respond in a reasonable time to calls for her/his service,
2. Be readily available at all hours by telephone, or other communication devices, and
3. Refrain from activities which might impair her/his performance of assigned duties upon call.
  - a. Standby duty shall be assigned in writing and will be compensated at the rate of \$4.50 per hour in addition to the employee's base hourly wage.
  - b. An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.

### B. Call Back.

1. *Definition.* Except as it may conflict with NAC 284.214, "Callback Pay" is defined as compensation earned for returning to duty after an employee has completed his/her regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any employee who is: (1) called into work while on standby status, (2) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (3) called back to work if the employee's work begins one (1) hour or less before or after his/her scheduled work shift.
2. *Minimum.* All employees Called Back shall receive credit for a minimum of two (2) hours at time and one-half or for time actually worked, whichever is greater. There will be no overlapping minimums. No minimum will apply to any overtime calculation of time worked.

## ARTICLE 13 COURT TIME

Officers required to appear in criminal court as a result of their employment duties with the County, shall have all hours required to be in court credited as hours worked, with a minimum of two (2) hours credit. Court appearances are considered to be prescheduled duty and are not subject to the Call Back provisions of this Agreement. An employee is required to immediately remit to the County Clerk/Treasurer any reimbursement received for duty-related court appearances.

**ARTICLE 14            LEGAL HOLIDAYS**

Employees covered by this Agreement shall receive a payment equivalent to 5.1 hours per pay period of straight time wages in lieu of working holidays as scheduled.

**ARTICLE 15            ANNUAL LEAVE**

**A. Basis of Accrual.**

Employees covered by this Agreement and who are employed on a continuous full-time basis shall accrue annual leave credits on the basis of the schedule below. Part-time employees who work at least thirty (30) hours per week shall earn annual leave on a prorated basis based on the number of hours worked in the pay period. Only regular hours paid shall affect leave accrual.

**B. Schedule of Accrual.**

The following schedule of accrual of annual leave shall apply to employees based on full-time employment:

<b>CONTINUOUS SERVICE</b>	<b>HOURS EARNED/ HOURS PAID</b>	<b>MAXIMUM HOURS/YEAR</b>
Hiring date through 4 <sup>th</sup> years	.0539	120
5 <sup>th</sup> through 9 <sup>th</sup> years	.0750	156
10 <sup>th</sup> through 14 <sup>th</sup> years	.0813	169
15 <sup>th</sup> through 19 <sup>th</sup> years	.0860	179
20 <sup>th</sup> years and after	.0962	200

**C. Accrual During Probation.**

Each employee shall accrue annual leave during his/her probationary period but shall not be granted annual leave during said period until the employee has been employed continuously for at least six (6) months.

**D. Payment on Separation.**

Employees who have completed at least six (6) months of continuous service and leave the County service shall be paid for accrued annual leave.

**E. Payment on Death.**

If an employee dies who was entitled to accumulated annual leave under the provisions of this Article, the heirs of such deceased employee shall be paid an amount of money equal to the number of hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.

**F. Carry-over of Annual Leave to Following Year.**

1. All annual leave not taken in excess of 240 hours will be forfeited at the beginning of the first full pay period of the subsequent calendar year.

2. A ninety (90) day extension of up to an additional eighty (80) hours may be granted by the Sheriff in the event the employee was unable to utilize the employee's hours due to management requirements. Carry-over authorization does not extend to any payment on separation under section D.

**G. Approval for Use of Annual Leave.**

All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor. Requests for annual leave shall be submitted to the employee's supervisor for approval with the resulting vacation schedule based upon DCSO's legitimate operating needs. Requests for annual leave shall not be unreasonably denied. Conflicts between annual leave requests submitted in accordance with this section shall be resolved by: A) granting leave on a first-come, first-served basis and B) if two employees submit leave requests on the same day and those request conflict, then the more senior employee will be granted the leave.

Notwithstanding the above, annual leave requests submitted later than the conclusion of the annual shift bidding process shall be granted or not granted based on legitimate operating needs and not unreasonably denied. If such request conflicts with that of a request scheduled in accordance with the above paragraph, no seniority privilege to resolve the conflict shall apply and the request scheduled in accordance with the above paragraph shall stand.

**ARTICLE 16      SICK LEAVE**

**A. Entitlement.**

All SBU employees who are employed on a continuous full-time basis shall be credited with sick leave according to the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn sick leave credits on a prorated basis, based on hours worked in the pay period. Employees working less than twenty (20) hours per week will not accrue sick leave credits.

**B. Sick Leave Accrual.**

Eligible employees shall accrue sick leave at the rate of .0462 hours for each hour worked up to a maximum of ninety-six (96) hours per year. Only regular hours worked shall affect sick leave accrual.

**C. Maximum Accrual Cap Provisions.**

A total of no more than nine hundred sixty hours (960) of sick leave may be credited to an employee. Employees whose sick leave bank balance is at the

Maximum Accrual Cap of each year shall continue to accrue hours at the normal rate for utilization only during that year. All sick leave not taken in excess of these hours will be forfeited at the beginning of the first full pay period of the subsequent calendar year.

**D. Authorization for Usage.**

Employees are entitled to use sick leave in the event of a bona fide illness or necessary medical or dental service by an employee or member of the employee's immediate family upon authorization of the Sheriff or his designee.

**1. "Immediate Family" Defined.**

Immediate family is defined as the spouse, parent, brother, sister, child, adopted child, step-child, grandparent, grandchild, or corresponding relation by affinity of the employee. In the case of any other relative of the employee, the Sheriff or designee may authorize sick leave and notify Human Resources in writing. Employees must exhaust sick leave and CTO concurrently with any leave they are granted under the Family Medical Leave Act ("FMLA"). Annual leave may be used concurrently with FMLA upon the approval of the Sheriff.

**2. Reporting Requirements.**

Whenever possible, employees are expected to report any absence and the reason therefore to the employee's supervisor at least two (2) hours prior to when the employee's normal work shift commences. Failure to do so may cause the absence to be deemed an unexcused absence and will be unpaid leave. If the employee's supervisor is unavailable, the employee should notify the next supervisor in the chain of command.

**E. Certificate of Illness.**

Physician certificates may be required by the County when there is an absence in excess of three (3) consecutive days or whenever there is reason to believe that sick leave is being abused or the absence is questionable. An employee may be required to be examined by a physician selected by the County for verification purposes. In the event of family/personal medical leave, the employee will complete the appropriate authorization form supplied by Human Resources in accordance with County policy. If an employee becomes ill or injured during a vacation leave of three (3) or more consecutive work shifts, the time will be recorded as sick leave only if it is substantiated by a written certification issued by the employee's treating physician.

**F. Bereavement.**

In the event of the death of an immediate family member as defined in paragraph D of this article, the employee shall be entitled to take 24 hours of leave for the purpose of attending a funeral or other last rites. 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.



**G. Maternity/Paternity.**

The parties agree to abide by all state and federal laws applicable to leave for maternity/paternity, including the FMLA.

**H. Excess to Worker’s Compensation.**

Any employee who suffers an industrial injury during the course and scope of the employee’s employment for the County and who is being compensated for total temporary disability (“TTD”) benefits for an accepted workers’ compensation claim, shall be entitled to excess workers’ compensation until the employee is released from TTD or 90 calendar days pass, whichever is first. Excess workers’ compensation shall be defined as the difference between the employee’s base wage and the calculated TTD wage pursuant to NRS Chapters 616A-D. The employee’s TTD wage and County excess workers’ compensation will not exceed the employee’s base wage. If the period of TTD exceed 90 calendar days or otherwise falls outside of this time period, the employee, at his or her option, may continue to supplement TTD payments by utilizing accrued sick, annual or CTO leave. Once such accrued sick, annual and CTO leave time is exhausted, the employee will only receive the employee’s workers’ compensation salary entitlement pursuant to NRS Chapters 616A-D..

During any period of time while the employee is receiving TTD, the employee shall continue to accumulate sick leave and annual leave at the same rate and in the same amounts as if the employee had been working.

The employee must follow all prescribed written safety policies and procedures to qualify for excess workers’ compensation (e.g. wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions). The acceptance or denial of excess workers’ compensation benefits is not subject to the grievance procedure.

**I. Sick Leave Payoff.**

1. Upon the employee’s death or retirement, if an employee has a minimum of 400 hours in his or her sick leave bank, the employee is eligible to receive payment for any accrued sick leave hours.
2. Employees shall be compensated based on the employee’s years of continuous service to Douglas County, up to a maximum of 960 hours, as a percentage of their sick leave balance as follows:

<u>Continuous Years of Service</u>	<u>Percentage of Sick Leave Balance Paid</u>
0-14	- 0 -
15-19	50%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more years	100%

3. At the employee's option, instead of receiving a sick leave payoff as provided above, the County will convert compensable sick leave to a monetary value that will be transferred to the employee's Deferred Compensation account or PERS retirement credits.

4. Employee numbers 3405 will receive payout based upon this schedule as though his breaks in service prior to June 7, 2018 did not occur and such years will be treated as continuous service, less the actual time of the break in service.

**J. Leave Donation.**

Employees covered by this contract who require additional paid leave during an approved FMLA leave may request additional paid leave through notification to the SBU executive board. All requests must be reviewed by Human Resources for confirmation of qualification. All donations to the requesting employee will only be donated from the donor's annual leave or comp time bank at the donating employee's current base rate of pay then recalculated based on the requesting employee's base rate of pay in order to determine the number of hours the donor's time represents to the requesting employee. Any unused donated time will be returned to all donors on a prorated basis after being recalculated. No employee will receive more than 480 donated hours in a calendar year.

**ARTICLE 17 LEAVES OF ABSENCE**

**A. Eligibility.**

Leave without pay may be granted only to an employee who desires to return to County service after the period of leave and does not have annual leave or compensatory time off available.

**B. Short-Term Leave Without Pay.**

Leave without pay (LWOP) of less than thirty (30) days may be granted by the Sheriff or his designee.

**C. Procedure for Short-Term LWOP.**

Leave without pay of thirty (30) days or less may be granted by the Sheriff or his designee. When short-term LWOP is granted, the Sheriff or his designee will notify Human Resources of such action in writing.

**D. Long-Term LWOP.**

For a period of thirty (30) days or more, leave without pay may be granted by the Sheriff or his designee. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave. LWOP may not extend for a period exceeding twenty-six (26) consecutive pay

periods. When long-term LWOP is granted, the Sheriff or his designee will notify Human Resources of such action in writing.

**E. Elected Benefits.**

Arrangements regarding an employee's payment of dependent medical/dental insurance premiums and/or other voluntary deductions, if continuity is desired, must be made by the employee with the Human Resources Department prior to starting any unpaid leave of absence.

**F. Military Leave.**

1. An employee who is an active member of the National Guard or reserve component of the United States Armed Forces must notify the County of their active status upon their hire date or immediately upon activation. An employee who is an active member of the National Guard or any reserve component of the United States Armed Forces shall, upon request, be relieved from his or her duties to serve orders for military duty, without loss of pay or accrued leave for a period not to exceed fifteen (15) workdays in any calendar year. The duration of the workday will be dependent upon the orders received, and the employee's ability to return to work.

2. The employee must make their reserve status known to the County yearly and must provide as much advance notice as the employee can regarding any known reserve obligations to those responsible for staffing. Employees will provide a minimum of thirty (30) days' advance notice except during times of military conflict or other emergency activations when such notice is impossible or unreasonable based on the guidelines set forth through the Uniformed Services Employment and Reemployment Rights Act, as amended.

3. The County will comply with all applicable federal and state laws regarding the granting of military leave to effected employees and any compensation due to those employees.

**ARTICLE 18      PROBATIONARY PERIOD**

Upon promotion to a classification with a higher salary schedule, an employee shall serve the equivalent of twenty-six (26) full payroll periods of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal. An employee who has not successfully completed an initial probationary period in the lower classification shall not have a right to return to his/her previous classification.

## ARTICLE 19

## EFFECTS OF LAY-OFF

### **A. Identification of Positions.**

If, due to lack of funds, lack of work, for enhanced efficiency, or curtailment of operations, it is necessary to reduce the County work force, the Sheriff or his designee will determine the classes and number of positions to be reduced. All nonpermanent employees of the DCSO shall be laid off before any non-probationary, full-time employees. After the County has notified the employees who are to be laid off, the County will provide a list of such employees to the Association along with the applicable seniority list(s). The Association may request to meet and discuss the layoffs with the County.

### **B. Seniority Determination.**

Seniority for the purpose of a layoff is defined as length of continuous employment within the DCSO.

### **C. Layoff Order.**

Employees will be laid off in reverse order of seniority except the Sheriff has the sole discrete to retain up to two (2) employees who would otherwise be subject to layoff or bumping as described in section E and layoff the next two (2) employees with greater seniority.

### **D. Notice.**

All regular, non-probationary employees due to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

### **E. Bumping Rights.**

In lieu of being laid off, an employee may elect to demote to any pay grade of a lower maximum salary within the job classification represented by the Association as long as the employee demoting has a longer period of continuous employment than an incumbent in the lower job classification with the shortest period of continuous employment with DCSO. An employee being bumped shall be treated as if laid off. An employee retained at the Sheriff's discretion pursuant to subsection C may not be bumped.

### **F. Posting.**

The names of all employees laid off shall be placed on the reemployment list with DCSO for the job classification involved in reverse order of layoff. Employees shall be recalled in the order in which their names are listed on the reemployment list.

### **G. Reemployment.**

An employees who is re-employed within one calendar year after the employee was laid off will be entitled to the reinstatement of any accrued and unused sick leave the employee had remaining to their credit at the time the layoff occurred.

## **ARTICLE 20            GRIEVANCE PROCEDURE**

### **A. Definitions.**

1. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. The exercise or lack of exercise of County Rights (Article 6) is not grievable by a grievant. Grievances arising out of disciplinary actions are covered by Article 21, Employee Disciplinary Procedures.
2. **Grievant.** A grievant is an employee in a classification represented by the Association who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations of the Agreement which affect more than one employee in a substantially similar manner, may be consolidated at the discretion of management or the Association as a group grievance and will be represented by a single grievant or the Association. The Association may assert a grievance on behalf of an employee or a group of employees in cases limited to alleged violations of sections which provide specific benefits to the Association under Articles 5, 9, and 23 subject to the specific provisions of Article 20.
3. **Day.** Day means calendar day.

### **B. General Provisions.**

1. If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance must be considered settle based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager, or Human Resources Director as appropriate, fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level as if the employee had received a negative answer on the final day of the period available for the management response.
3. The grievant may be represented by a person of his/her choice at any level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Any service must be by certified mail or personal service.
6. A copy of all grievances filed at the Sheriff's level of this grievance procedure, not being processed by the SBU, will be sent to the SBU.

## **C. Process.**

### **1. Informal Level.**

Within ten (10) days from the event giving rise to a potential grievance or from the date the employee could reasonably have been expected to have had knowledge of the event, the employee may orally discuss the problem with his/her Division Commander, or Human Resources Director as appropriate. A Division Commander, or Human Resources Director as appropriate, has seven (7) days to give an answer to the employee, said answer shall be in written form.

### **2. Formal Level.**

**Level 1:** If the grievant is not satisfied with the resolution proposed at the informal level, the employee may, within ten (10) days of receipt of an answer, file a formal written grievance with the Undersheriff (or designee), or Human Resources Director as appropriate, containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Undersheriff (or designee), or Human Resources Director as appropriate, will, within ten (10) days, have a meeting with the grievant and within ten (10) days give a written answer to the grievant.

**Level 2:** If the grievant is not satisfied with the written answer from the Undersheriff (or designee), or Human Resources Director as appropriate, the grievant may, within ten (10) days from the receipt of the answer, file a written appeal to the Undersheriff, or Human Resources Director as appropriate. Within ten (10) days of receipt of the written appeal, the Undersheriff (or designee), or Human Resources Director as appropriate, will investigate the grievance, which may include a meeting with the concerned parties, and give written answer to the grievant within ten (10) days. Both parties may agree to waive Level 2 and proceed to Level 3.

**Level 3:** If the grievant is not satisfied with the written answer from the Undersheriff (or designee), or Human Resources Director as appropriate, the grievant may, within ten (10) days from the receipt of the answer, file a written appeal to the Sheriff or County Manager. Within twenty-one (21) days of receipt of the written appeal, the Sheriff or County Manager, or his/her designee, must investigate the grievance. Which may include a meeting with the concerned parties, and give a written answer to the grievant within ten (10) days. The answer is final and binding unless, within fourteen (14) days, the SBU notifies the County Manager of its intention to appeal the matter to the External Hearing Officer (EHO) as provided for in Article 22.

## ARTICLE 21

## EMPLOYEE DISCIPLINARY PROCEDURES

### A. Basis for Disciplinary Action.

The tenure and status of every employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet these standards will be grounds for appropriate disciplinary action. Disciplinary action is for just cause and may, in addition to the causes set forth in the Personnel ordinances and policies, rules or regulations, be based upon any of the following grounds: Failure to fully perform required duties, insubordination, failure to comply with or abuse of County and DCSO policies or rules, unexcused absences, misuse or abuse of County property or equipment, substandard job performance, commission of a misdemeanor, gross misdemeanor, felony and the commission of other acts which are incompatible with service to the public.

### B. Types of Discipline.

Three (3) types of discipline are recognized for purposes of applying one of the procedures under this Article. They are:

1. **Written Reprimands.** A written reprimand, placed in the employee's personnel file by a Division Captain.
2. **Short Suspensions.** Includes any disciplinary suspensions without pay which, when accumulated with previous disciplinary suspensions within the prior twelve (12) month period, if any, does not exceed four (4) shifts.
3. **Severe Disciplinary Action.** This includes discharge, demotion, or disciplinary suspensions without pay for more than four (4) shifts within the prior twelve (12) month period.

### C. Response to a Written Reprimand.

An employee shall be personally served with a written reprimand. After receiving a written reprimand, the employee may, within fourteen (14) calendar days, submit a written response to the written reprimand. The employee's written response shall be added to the employee's personnel file. The matter is then closed.

### D. Notice of Discipline Other Than Written Reprimands.

For discipline other than written reprimands, the Division Captain (or designee) is designated by the Sheriff to advise the employee in writing of the proposed disciplinary action. The written statement of proposed discipline must contain:

1. A description of factual circumstances supporting the proposed disciplinary action.
2. A description of the employee's misconduct.

3. A statement of the proposed disciplinary action.
4. Notification that the employee may review or make copies of available investigation materials supporting the suspension.
5. Notification that the employee may submit a written response to the proposed disciplinary action and request a meeting with the Division Captain within fourteen (14) calendar days of being personally served with a copy of the written statement of proposed discipline. If requested by the employee, the meeting with the Division Captain will be held at a mutually agreed upon time and place.
6. A statement of the employee's right to representation.

**E. Division Captain's (or Designee) Decision.**

- a. If an employee does not submit a written response and requests a meeting with the Division Captain within fourteen (14) calendar days after being personally served with a copy of the written statement of the proposed discipline, then the Captain may impose the proposed disciplinary action. The employee has no further appeal rights.
- b. If the employee submits a written response to the proposed discipline and requests a meeting with the Division Captain, the Division Captain shall meet with the employee and review the basis of the proposed discipline. Following the meeting and a review of the proposed disciplinary action by the Division Captain (or designee), the Division Captain (or designee) will forward the recommendation to the management representative to make a decision in the form of a signed statement indicating, if applicable, the decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action. The decision will be served on the employee by certified mail or personal delivery. The limited nature of this response does not change Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading the proposed discipline.

**F. Appeal from a Short Suspension.**

An employee receiving a short suspension, as defined in paragraph B.2 above, can appeal the short suspension to the Sheriff by filing a written appeal. The written appeal must be filed with the Sheriff within fourteen (14) calendar days of being personally served with the Division Captain's final written decision pursuant to paragraph E.2 above. The Sheriff shall hear the appeal and issue a final and binding decision promptly in the normal course of business. The employee has no further appeal rights.

Nothing in this Agreement prevents the DCSO from instituting the proposed discipline prior to the date of the meeting contemplated in paragraph E.2 above, but if the discipline is overturned or reduced, the employee must be made whole for any time actually suspended beyond that which is approved by the Division Captain(or designee) or the Sheriff.



### **G. Appeal from a Severe Disciplinary Action.**

An employee receiving a proposed Severe Disciplinary Action as defined in paragraph B.3 above has the opportunity to appeal that disciplinary action as described below.

1. If the employee submit a written response and requests a meeting with the Division Captain in accordance with paragraph E.2 above, the Division Captain's final written decision imposing a Severe Disciplinary Action shall be forwarded to the Douglas County Disciplinary Review Board ("DRB") for review pursuant to DCSO Policy Chapter 4.400—Personnel Complaints and Investigations. The Undersheriff (or designee of the Sheriff) will personally serve on the employee a Notice of Disciplinary Action issued by the DRB signed by the Undersheriff (or designee) indicating the DRB's decision. If a Severe Disciplinary Action is imposed, the DRB must clearly inform the employee that the employee, through the SBU, has the right, within ten (10) calendar days after receipt of the notice, to request in writing an appeal hearing before the Sheriff or his/her designee. The appeal request must be filed by the SBU with the Human Resources Director.
2. If, within the ten (10) calendar day appeal period the Association does not file the appeal, the decision of the DRB is conclusive, and the matter shall be closed with no further appeal rights.
3. If, within the ten (10) calendar day appeal period, the Association files a notice of appeal by giving to the Human Resources Director written notice of appeal, then the Human Resources Director will set a time for an appeal hearing before the Sheriff or his/her designee. The hearing must be held within ten (10) calendar days of the date of the filing of the notice of appeal, or other time mutually agreed to by the parties, and a written decision must be made by the Sheriff or his designee within ten (10) calendar days after the hearing and personally served on the employee.
4. If the Association files a notice of appeal within ten (10) calendar days of service of the decision of the Sheriff or his designee by giving to the Human Resources Director written notice of appeal, an External Hearing Officer (EHO) must be mutually selected by the parties. The EHO must be selected, no more than sixty (60) calendar days from the date of the filing of the appeal. The hearing before the EHO must occur at a date and time mutually selected by the parties.
5. All EHO hearings are private; however, the appellant may request a hearing to open to the public.
6. The EHO hearings must be conducted in a manner most conducive to determinations of the truth and NRS 233B.123 will be used by the EHO as a guide in ruling on evidentiary matters.

7. Each party has these rights in the EHO hearing: to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence against the party. If the respondent does not testify in his/her own behalf, the respondent may be called and examined by the Sheriff's representative as if under cross-examination. Every witness shall declare by oath or affirmation that the witness will testify truthfully.
8. During the examination of a witness, all other witnesses, except the parties, will be excluded from the hearing upon motion of either party.
9. The EHO shall determine whether to sustain, reject, or modify the action demoting, suspending, or discharging the employee; the determination is final.
10. The mutually incurred costs for the EHO procedure will be divided equally between the County and the SBU.

## **ARTICLE 22      EXTERNAL HEARING OFFICER**

### **A. Designation.**

The External Hearing Officer (EHO) shall be selected from a list maintained by the Federal Mediation and Conciliation Service and the parties will use that service.

### **B. Costs.**

The fees and expenses of the EHO and of a court reporter, if used, shall be shared equally by the Association and County. Each party shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. If either party rejects the EHO's decision as evidenced by overturning it or unsuccessfully seeking relief in Court to have it vacated or modified, the parties understand and agree that the party rejecting the EHO's decision is required to pay all neutral costs incurred through the EHO process.

### **C. Effect of Decision.**

Except as provided in Article 21, Section G(9), the decisions of an EHO on matters properly before him/her shall be advisory to the Board of County Commissioners. Within sixty (60) days of receipt of the EHO's recommendation, the Board shall make a final decision based on the advisory report of the EHO.

**D. Authority of the EHO.**

No EHO shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in the Association and such dispute also falls within the definition of a grievance as set forth in Article 20, Section A(1), (Grievance Procedure), and has been processed in accordance with all provision thereof and herein.

No EHO shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment. The EHO's authority shall be limited only to the application and interpretation of the provisions of the Agreement. No EHO shall have the power to alter, amend or modify any County or Department policy, procedure or regulation.

**E. Matters Subject to EHO Procedure.**

Proposals to create, add to, or change this written Agreement or addenda supplementary hereto shall not be grievable nor submitted to an EHO and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.

**F. Rules of Evidence.**

Strict rules of evidence shall not apply. However, rules of evidence and procedures for conduct of hearings shall be guided by the standards in the American Arbitration Association voluntary arbitration rules.

**ARTICLE 23 SAFETY**

**A. Safety Committee.**

The County, as required by NRS Chapter 618, has a Safety Committee to review complaints regarding unsafe working conditions and equipment. Two (2) members of the Association shall serve on the County Safety Committee. Meetings shall be held as required, but regular meetings shall not be scheduled more often than once a month.

**B. Safety Complaints.**

Complaints regarding unsafe working conditions and equipment may be submitted in writing to the Committee by any Association member. The complainant shall state the problem, propose what the complainant believes is a reasonable solution, and be signed by the complainant.

**C. Committee Action.**

The committee shall review and discuss the written complaint at a regular meeting. The complainant may be asked to appear and offer further explanation. After reviewing the complaint, the Committee shall make a written recommendation to the Sheriff.

**D. Sheriff's Review.**

The Sheriff shall review all committee recommendations and make a decision to approve, modify or reject such recommendation within thirty (30) days.

**E. Appeal to Commission.**

Should the Safety Committee's recommendations not be approved, the Committee may request that the Risk Manager meet with the Committee in an attempt to resolve the difference or present the recommendation to the Board of County Commissioners. The action taken by the Board of County Commissioners after reviewing the matter shall be final and binding. Safety complaints shall not be subject to the grievance procedure.

**ARTICLE 24 UNIFORMS AND SAFETY EQUIPMENT**

**A. Uniforms.**

1. The County agrees to provide an annual uniform allowance of \$1,200 per employee. A \$600 uniform allowance will be paid with the employee's first paycheck in June and December.
2. A new hire employee will not receive a uniform allowance the first year of their employment with the County.

**B. Safety Equipment.**

Upon initial employment, the County shall provide each new employee with any safety equipment required by the Sheriff.

**C. Ballistic Vests.**

1. Initial Hire. Upon initial employment, the County will provide each new employee with a ballistic protective vest ("Vest"), up to the IIIA threat level, at a cost not to exceed \$1,000. Employees must obtain their Vest from a vendor selected by the County. If an employee chooses a Vest with a cost in excess of the County's contribution of \$1,000, the additional cost will be paid by the employee.
2. Replacement Vest. The County will replace an employee's Vest, if purchased on or after January 2012, by no later than the expiration date of the Vest's warranty according to the manufacturer's specifications, up to the IIIA threat level. Employees must obtain their replacement Vest from a vendor selected by the County. If an employee chooses a Vest with a cost in excess of the County's contribution of \$1,000, the additional cost will be paid by the employee.

3. Standards. The County and Association mutually agree that the recognized guideline for Vests is the U.S. Department of Justice/NIC Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01, as amended) and that the current rating standard for threat level protection for the term of this Agreement is NIJ Standard – 01.01.04.

4. Duty of Care. Each employee is solely responsible for the inspection, care and maintenance of his or her Vest. If any employee reasonably believes his or her Vest should be replaced sooner than the warranty date indicated by the Vest's manufacturer, the employee will surrender the Vest to the County for inspection. If the County or the manufacturer's inspection determines that the employee did not properly care and maintain the Vest according to the manufacturer's specifications, the employee will be responsible for the full replacement cost of the Vest.

5. Vest Threat Level. It is the sole responsibility of each employee to review the applicable standards and manufacturer's specifications to determine which threat level of Vest will be appropriate for the employee's specific work duties and circumstances and to replace worn or failed Vests.

**D. Initial Allowance.**

The County will provide each new hire with a full uniform and equipment, to be obtained from a vendor the County has chosen, with the style, make and manufacture of the uniforms and equipment to be determined by the County. Any additional equipment, upgrades or substitutions to the equipment will be at the new hire's own cost. Attached as Appendix "B" to this Agreement is a list of what uniforms the County will supply to a new hire. The County will meet and confer with the Association prior to making any significant changes in what it will provide in Appendix "B."

**E. Return of Equipment and Uniforms.**

An employee who fails to pass initial probation shall turn in all equipment or uniforms issued or purchased through the provision of this article. Original purchase uniforms/equipment lost or damaged shall be reimbursed to the DCSO by the departing employee. The county may require probationary employees to sign an agreement that allows the County to deduct the costs of unreturned equipment or uniforms from a separating employee's check or provide for other relief. The County is solely responsible for any such program that it chooses to create and implement. No used equipment or uniforms shall be reissued to an employee unless properly cleaned or reconditions as necessary. The Undersheriff shall administer the provision of this paragraph.

**F. Uniform Requirement Changes.**

If the Sheriff changes the uniform requirements which necessitates the purchase of additional equipment or uniform articles by the employees, the County agrees to provide the initial piece of equipment or uniform article to each employee.

**G. Replacement of Destroyed or Damaged Uniforms and Safety Equipment.**

If an employee's uniform or safety equipment is destroyed or damaged beyond repair during an on-duty enforcement action, the County will replace that uniform or equipment at the County's sole cost provided, however, that the employee has prepared a report and pulled a case number documenting the destruction and has returned the damaged uniform or equipment to the County.

**ARTICLE 25 REPLACEMENT OF PERSONAL PROPERTY**

**Replacement Cost Limits.**

The County and the Association agree that reasonable replacement cost limits may be placed upon certain items. The employee shall, to the extent practicable, provide receipts or other document justifying the loss and verifying the purchase. Following is a list of items and replacement cost limits. Reasonable replacement cost limits for items not listed but approved for reimbursement, will be determined by the Sheriff and shall be determined on a case-by-case basis.

<u>ITEMS</u>	<u>MAXIMUM AMOUNT</u>
1. Prescription Eyeglasses	\$200
2. Contact Lenses	\$200
3. Watches	\$ 50
4. Cellular Telephones Destroyed or Damaged	\$500

An Incident Report must be filed with Douglas County Sheriff's Office Administration before payment will be made.

**ARTICLE 26 DRUG TESTING**

The County's drug and alcohol testing policy shall be in effect. The parties will meet and confer if substantial changes regarding discipline are proposed by the County. However, if state or federal law requires the County to make those changes, they will be implemented as required and within applicable time frames, with notification to Association. Nothing in this Article shall preclude an employee or the Association from appealing disciplinary action pursuant to Article 21.

## **ARTICLE 27            PEACEFUL PERFORMANCE**

The parties to this Agreement recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Douglas. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the Association take part in, any strike, sit-down, stay-in, sickout, slowdown, or picketing in connection with a labor dispute (hereinafter collectively referred to as work-stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any such work-stoppage by any member of the Association, the County shall not be required to negotiate on the merits of any disputes which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the Association, the Association by its officers, shall immediately declare in writing and publicize that such work-stoppage is in violation of this Agreement and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work-stoppage the Association promptly said in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

## **ARTICLE 28            LABOR MANAGEMENT COMMITTEE**

### **A. Representatives and Function.**

A Labor-Management Committee of a minimum of three (3) representatives of the Employer and three (3) representatives of the SBU will meet upon the request of either party. The meetings will be held at mutually agreed times and places and are for the purpose of:

- A. Discussing the administration of this Agreement.
- B. Exchange of general information of interest to both parties.

- C. Giving the SBU representatives the opportunity to share the views of their members or make suggestions on subject of interest to their members.
- D. To meet and confer on health insurance when required by this Agreement.
- E. Market comparisons at the end of this Agreement.
- F. The Pay for Performance Plan.

**B. Notice of Issues.**

Any issues to be discussed must be in writing and delivered by the requesting party to the other party at least seventy-two (72) hours before the scheduled meeting.

**C. Recommendations.**

Any conclusions or mutual recommendations of this Committee must be reduced to writing.

**D. Advisory Function.**

The Labor Management Committee is advisory only and may not engage in collective bargaining or reach any agreements to amend the contract.

**E. Chairperson.**

The initial Chairperson will be an SBU representative and at six (6) month intervals the position will alternate between the SBU and County.

**F. Attendance by Other Persons.**

Additional persons may attend a meeting of the Labor-Management Committee to present information to the Committee at the request of either party provided at least twenty-four (24) hours' advance written notice is provided to the other party.

**ARTICLE 29 COUNTY CODE AND POLICIES**

Except as expressly modified by this Agreement as a subject of mandatory bargaining pursuant to NRS 288.150(2), the Association understands and agrees that all County employees, including those employees represented by the Association, are subject to the personnel regulations of the Douglas County Code and the Douglas County Policies and Procedures.

**ARTICLE 30 SAVINGS PROVISION**

1. Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of the Agreement shall remain in full force and effect until otherwise canceled or amended. In the event that any provision shall be held unlawful and unenforceable by any court



of competent jurisdiction, the parties agree to meet for the purpose of renegotiating such invalid provision of the Agreement in an attempt to reach a fully valid Agreement.

2. In the event that Section A above is applicable or Chapter 288 of the Nevada Revised Statutes is amended, at the request of either party the County and SBU negotiating teams will meet to discuss the ramification(s) of the changes in the law on the current Agreement.

## **ARTICLE 31 FULL UNDERSTANDING, MODIFICATION AND WAIVER**

### **A. Full Understanding.**

All matters within the scope of bargaining have been negotiated and agreed upon by the County and the Association. Notwithstanding past agreements and practices, it is intended that this Agreement set forth the full and complete understanding and commitments between the County and the Association.

### **B. Alteration of Economic Benefits.**

During the term of this Agreement specific economic benefits which are listed as a subject of mandatory bargaining in NRS 288.150(2) shall not be changed, except by mutual agreement.

### **C. Modification Requirements.**

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Board of County Commissioners.

### **D. Waiver.**

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

### **E. Compliance with ADA.**

The parties recognize that the County may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of the Agreement. The parties agree that such accommodation shall not constitute a past practice or waiver by either party to its right to fully enforce such provision in the future with regard to persons not subject to the protections of the ADA.

Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the County. This section shall not be grievable or subject to arbitration.

**F. Departmental Policies.**

Any departmental policy adopted by the Office of the Sheriff will not supersede the language of this CBA and will have no bearing on the interpretation of the terms and conditions herein.

**ARTICLE 32. EFFECTIVE DATES AND APPLICATION OF CERTAIN WAGE AND BENEFIT PROVISIONS**

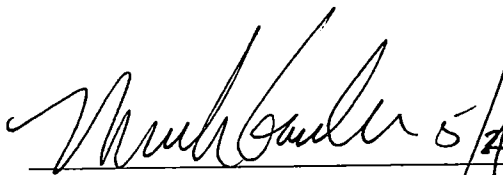
- A. Effective the first pay period of the month of July or January (whichever occurs first) following approval of this Agreement by the Board of County Commissioners pursuant to NRS 288.153(1), incentive payments in Article 8, as well as Holiday payments in Article 14, will become payable as outlined in this Agreement.
- B. Effective the first January which is at least 60 calendar days following approval of this Agreement by the Board of County Commissioners pursuant to NRS 288.153 (1) or 288.215 (12), revisions to insurance premiums in Article 9 will become payable as outlined in this Agreement.
- C. For periods prior to the effective dates as described in section A and B above, incentive payments (Article 8), insurance payments (Article 9) and job family progressions (Article 7) will be made based upon the prior labor agreement (2017-2022).
- D. Each employee covered by this Agreement and actively employed in a covered position as of the effective date as described in A, above will receive a one-time, lump sum payment in the amount set forth below in the first full pay period following the effective date as described in A. above.
  - 1. For those employees who will go into steps 1-4 of the salary schedule: \$16,000.
  - 2. For those employees who will go into steps 5-8 of the salary schedule: \$8,000.

SIGNATURE PAGE

*IN WITNESS WHEREOF, the parties hereto have caused this Agreement for the DCSPA-Sergeant's Bargaining Unit, for Fiscal Years 2022-2024, to be signed and intend to be legally bound thereby.*

FOR THE COUNTY

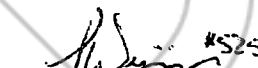
FOR THE ASSOCIATION-SBU

 5/2/2023

Mark Gardner, Chairman (Date)  
Douglas County  
Board of Commissioners

 5/3/2023

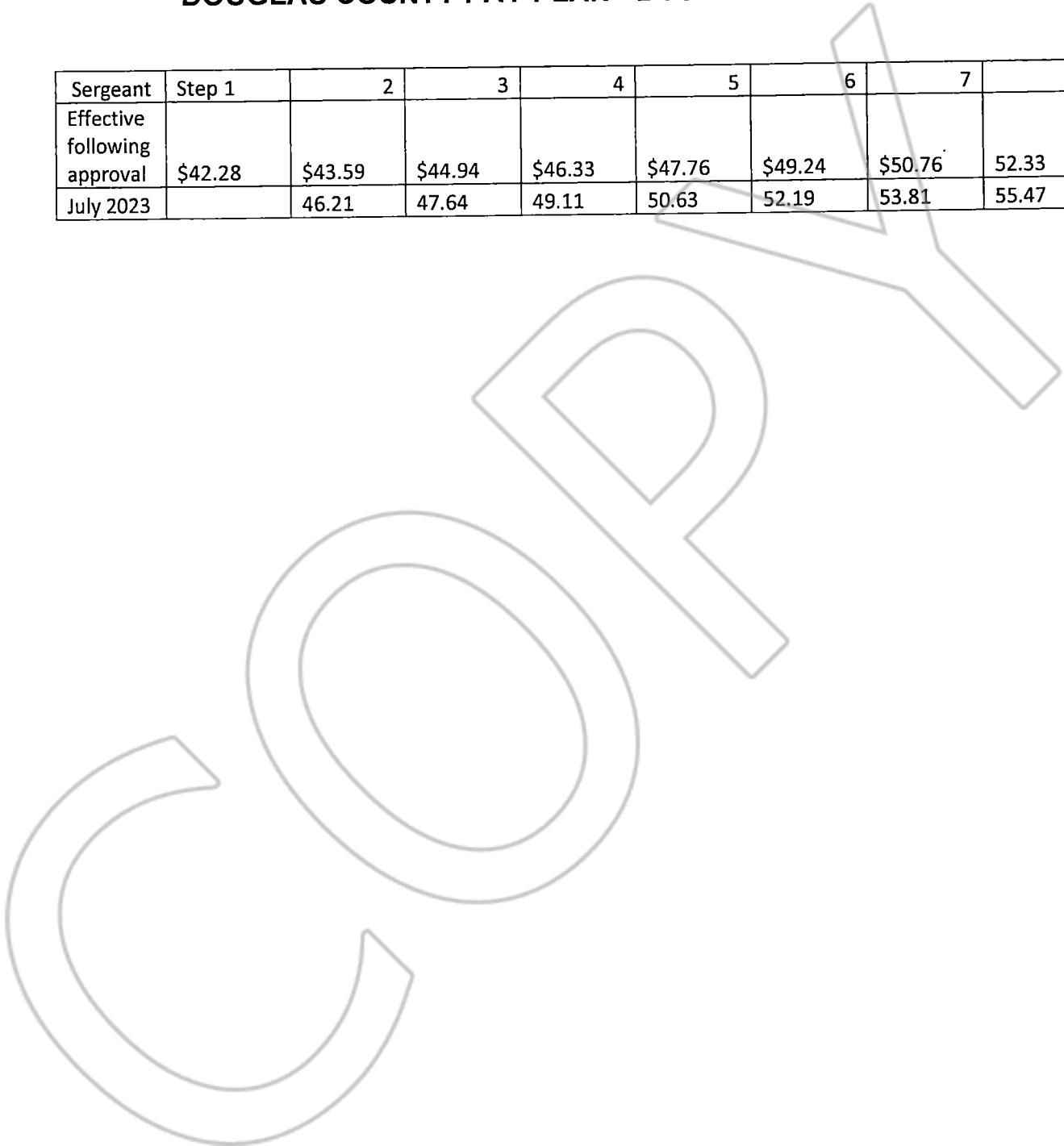
Justin Fricke, President (Date)  
Douglas County Sheriff's Protective  
Association

 05/03/2023  
DCSPA-Sergeants' Bargaining Unit (Date)

APPENDIX "A"

DOUGLAS COUNTY PAY PLAN - DCSPA SBU Positions

Sergeant	Step 1	2	3	4	5	6	7	8
Effective following approval	\$42.28	\$43.59	\$44.94	\$46.33	\$47.76	\$49.24	\$50.76	52.33
July 2023		46.21	47.64	49.11	50.63	52.19	53.81	55.47



## APPENDIX "B"

The County will provide the following to each new hire, to be obtained from a vendor the County has chosen, with the style, make and manufacture of the uniforms and equipment to be determined by the County:

Item Description	Quantity
BDU Pants	3
BDU Shirt (short-sleeve)	3
BDU Shirt (long-sleeve)	3
Boots (Agency will pay up to \$150.00)	1
Class-A Dress Jacket (Ike Jacket)	1
Class-A Dress Pant	1
Class-A Dress Long Sleeve Shirt	1
Blue Clip-on Tie	1
Silver Tie Bar	1
Class-A Dress Shoes	1
Jacket (Agency will pay up to \$150.00)	1
Pant Belt	1
Duty Belt	1

Item Description	Quantity
Silver Nametag with Blue Lettering	1
Ballistic Vest Allowance - Article 24	1
ASP 26"	1
Radio Earpiece	1
Holster	1
Belt Keepers	4
Radio Holder	1
Handcuff Case	1
Magazine Case	1
Flashlight Holder	1
Asp Holder (26")	1
Key Keeper	1
Handcuffs	2
Stinger Flashlight	1
Gun Light	1

Any additional equipment, upgrades or substitutions to the equipment will be at the new hire's own cost. There will be no allowance given to a new hire that chooses not to acquire any portion of the County-provided uniforms or equipment.

The County will meet and confer with the Association prior to making any significant changes in what items it will provide to each new hire as identified in this Appendix "B."

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

5<sup>th</sup> day of May, 2023

By [Signature] Deputy