

**2012-2013 AGREEMENT**  
*between the*  
**COUNTY OF HUMBOLDT**  
*and the*

**HUMBOLDT COUNTY LAW ENFORCEMENT ASSOCIATION**

**ARTICLE 1            PARTIES**

1.1     This Agreement is entered into this ?, by and between the County of Humboldt (hereinafter referred to as “County”), and the Humboldt County Law Enforcement Association (hereinafter referred to as “Association” or “HCLEA”). Provisions of this Agreement that require changes in terms and conditions of employment shall be prospective except where another date is identified. Changes in payroll items shall be effective at the beginning of a payroll period.

**ARTICLE 2            AUTHORIZED AGENTS**

- 2.1     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 Administrator  
HUMBOLDT COUNTY  
Courthouse, Room 205  
50 W. 5<sup>th</sup> St.  
Winnemucca, NV 89445
  - B.     Association’s principal authorized agent shall be:  
President  
HUMBOLDT COUNTY  
LAW ENFORCEMENT ASSOCIATION  
50 W. 5th St.  
Winnemucca, NV 89445

**ARTICLE 3            RECOGNITION AND DUES DEDUCTION**

- 3.1     *Exclusive Representation.* The Employer recognizes the Association as the sole collective bargaining agent for all regular full-time and regular part-time employees of the County within job classifications covered by this Agreement who are presently employed and subsequently hired by the Employer at its location in Nevada.
- 3.2     *Bargaining Unit Defined.* The classifications included in the bargaining unit are listed in the attached Appendix A and, by reference, incorporated herein and made a part of this Agreement.
- 3.3     *Dues Deductions.* The parties agree that for good consideration, the County will provide payroll deduction to the Association on the following terms:
- 3.3.1   *Authorization.* The County shall deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on a monthly basis, provided, however, no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deductions is made. The deduction

authorization form shall specify any Association restrictions on the employee's right to terminate his/her dues deduction authorization. No stated restriction shall require the employee to remain a member beyond the end of the calendar month of the employee's action to terminate such status.

3.3.2 *Amount of Dues.* The Association shall certify to the County in writing the current rate of membership dues. The Association will notify the County of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

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

#### **ARTICLE 4 NON-DISCRIMINATION**

4.1 *Non-Discrimination.* The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, physical or mental disability, national origin, or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

4.2 *Appeal of Alleged Violations.* Alleged violations of these provisions shall not be appealable to any outside third party using the grievance procedure of this Agreement. Any appeal beyond the County Administrator's level shall be to the body empowered by Federal or State statute for the purpose of resolving such disputes.

#### **ARTICLE 5 EMPLOYER RIGHTS**

Employer 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 a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Employer and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, buildings, facilities, and operations; to assign, repair, inspect, and retrieve Employer property and space; to create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; upon reasonable suspicion of impaired ability on the job, to require employee physical examinations and tests endorsed by a physician and paid for by the Employer; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct (including acceptable dress standards) and penalties for violation thereof; to determine the type and scope of work to be performed by employees and the services to be provided; to take action deemed necessary to provide for the safety of employees and clients; to classify positions; to establish initial salaries of new

classifications after notification of the Association; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

## **ARTICLE 6 PROBATIONARY PERIOD**

- 6.1 *Probationary Status.* All unit employees shall serve a probationary period of twelve (12) complete months from actual date of hire, during which time they may be released without notice, reason or right of appeal.
- 6.2 *Review During Probationary Period.* An employee's performance shall normally be reviewed after the third (3rd), sixth (6th), ninth (9th) and eleventh (11th) months of service. During the twelfth (12th) month of service, the employee's supervisor shall make a written recommendation for retention of the employee beyond the probationary period. If no such recommendation is received by the appointing authority prior to the end of the employee's probationary period, the employee shall be released from County service.
- 6.3 *Probationary Period Upon Promotion.* All employees promoted to a position of higher responsibility shall serve a probationary period of twelve (12) complete months within the new position.

## **ARTICLE 7 WAGES AND MONETARY BENEFITS**

- 7.1 *Wages.* Wages for unit positions are effective as follows:
  - 7.1.1 Beginning on and retroactive July 1, 2012, the wage schedules applicable to this unit shall be adjusted upward by three percent (3%). The resulting wage rates shall be published as appendix A.

All percentages are approximate and will be conformed to an annual, monthly and hourly salary schedule.

- 7.2 *Public Employees Retirement System*
  - 7.2.1 All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.
  - 7.2.2 The County agrees to contribute for each employee covered by this agreement the rate paid as of July 1, 2011, to PERS for the term of this Agreement.
  - 7.2.3 Increases in the PERS contribution rate which are mandated by the Nevada Legislature shall be paid for by the party or parties designated in such action. If the Nevada Legislature is silent with respect to who is responsible to pay contribution increases, subsection 7.2.4 shall apply.
  - 7.2.4 If the Nevada Legislature does not designate whether the employee or the County is to pay for the increase in contributions to PERS, the County shall pay the increased contribution. Payment of the employee's portion of the contribution increase shall be made by an equivalent reduction in pay or, if such an increase coincides with a scheduled increase, by reducing the equivalent of a scheduled basic salary increase or cost of living increase, or both. Should an increase be more than a total of one and one-half percent (1.5%), the parties agree to meet and confer regarding the impact of the increase upon the wage adjustments provided in this agreement.

- 7.2.5 If the Nevada Legislature does not designate the distribution of decreased rates, if any, decreases in the contribution rate shall be equally shared and shall be credited by increasing the pay schedule by the amount equal to 1/2 the prescribed reduction.
- 7.3 *Longevity Pay.* Employees are eligible for longevity pay as follows:
- 7.3.1 *10 Years.* On the first pay period after completing ten (10) years of continuous County employment, employees in the class of Deputy Sheriff and Sergeant shall be paid a one thousand dollar (\$1,000.00) one-time payment in recognition of that service.
- 7.3.2 *15 Years.* On the first pay period after completing fifteen (15) years of continuous County service, employees in the class of Deputy Sheriff and Sergeant shall be paid a three thousand five hundred dollar (\$3,500.00) one-time payment in recognition of that service.
- 7.3.3 *20 Years.* On the first pay period after completing twenty (20) years of continuous County service, employees in the class of Deputy Sheriff and Sergeant shall be paid a seven thousand dollar (\$7,000.00) one-time payment in recognition of that service.
- 7.4 *Annual Merit Review*
- 7.4.1 *Eligibility.* Each employee is eligible for an annual merit salary step increase commencing with the completion of one (1) year of employment if the employee has demonstrated overall standard or above standard job performance as determined by the employee's supervisor and Sheriff or designee. The merit increase shall be granted upon completion of an approved performance appraisal form by the supervisor which documents the eligible performance and approval by the County Administrator. When approved, the increase shall be effective on the first of the pay period following the employee's merit review date. The content of a performance appraisal and any decisions based upon such content may be appealed only through the grievance procedure to the County Administrator level. The decision of the County Administrator shall be final and binding.
- 7.4.2 *Merit Review Date.* An employee's merit review date is the first day of the pay period following the date of hire, except that those employees hired on the first day of the pay period shall have their date of hire as their merit review date. If an employee is promoted to a new position which results in a salary increase of five percent (5%) or more, then a new merit review date will be established for that employee on the same basis as shown above for new employees. The advancement of an employee from a new hire "trainee" status to regular employee shall not be considered a promotion and will not establish a new merit review date. The date used to establish the merit review date is known as the anniversary date. All changes in salary shall be effective at the beginning of the next scheduled pay period.
- 7.5 *Shift Differential.* Shift differential pay shall be paid at the rate of \$2.00 for all hours worked on a regularly scheduled shift if at least four hours of the shift worked falls between 6:00 p.m. and 6:00 a.m.
- 7.6 *Promotions.* If a unit employee is promoted to a new position which results in a salary increase of five percent (5.0%) or more, then a new anniversary date will be established for the employee.

7.7 *Standby.* Standby duty shall be assigned in writing and shall be compensated at the rate of \$1.75 per hour served in accordance with this section.

7.7.1 An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a callback minimum.

7.7.2 Situations which allow employees to remove themselves from standby duty by passing it onto another employee shall not be considered standby.

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

- A. Be ready to respond within 20 minutes to calls for service, and
- B. Be readily available at all hours by telephone, or other communication devices, and
- C. Refrain from activities which might impair the employee's ability to perform assigned duties upon call.

7.8 *Minimum Call Back Pay.* When an employee is called back to duty by the Sheriff or his designee after the employee has left the worksite, the employee shall be credited for two (2) hours of work plus any additional time worked in excess of two (2) hours during which the employee is continuously engaged in assigned work. If an employee completes a call back assignment in less than the two (2) hour call back period and is again called back to duty, the employee shall be paid for continuous time worked, but there shall be no overlapping minimum call back payments.

7.9 *Court Appearance*

7.9.1 An employee who begins a court appearance in response to a subpoena during non-duty time shall be paid for a minimum of two hours at the applicable rate of pay.

7.9.2 An employee who is scheduled to appear in court during non-scheduled work time shall receive a minimum of two hours pay if the appearance is canceled after 4:45 p.m. on the weekday preceding the scheduled appearance. It shall be the scheduled employee's responsibility to contact designated Sheriff's Office personnel to receive any notice of cancellation. Payment for canceled appearances shall be made only if the scheduled employee contacts the assigned Sheriff's Office personnel after 4:45 p.m. on the weekday preceding the scheduled appearance to receive notice of any cancellation.

7.9.3 This section shall not apply to court appearances scheduled for the hour before or the hour after an employee's work shift.

7.10 *Training Officer Pay.*

7.10.1 Employees below the rank of Sergeant are eligible to receive training officer pay when all of the following conditions are met:

- A. The employee assigned as training officer must be certified by the Sheriff to have met standards for training officer formally established by the Sheriff; and
- B. The Sheriff has formally established standards which the employee receiving training must meet during the training period; and
- C. The employee has been assigned by the Sheriff or his/her designee to serve as training officer for a particular employee and is actually performing training officer duties.

- 7.10.2 Those employees assigned in writing by the Sheriff as training officers who are eligible for training officer pay will be paid an additional one dollar and fifty cents (\$1.50) per hour for each eligible hour.
- 7.10.3 This section shall not be interpreted to restrict the Sheriff's authority to make any training assignment for which compensation is not required by this section.
- 7.11 *Bilingual Incentive:* Employees who are bilingual in Spanish and English and whose skills are actively utilized by the Department shall be compensated with an annual stipend payable on December 1 of each year in which they are qualified in the amount of One Hundred Dollars (\$100.00). Employees must pass a translation test conducted by a certified court interpreter (or other evaluation method approved by the county) to qualify for the Bilingual Incentive.
- 7.12 *Investigator Pay:* When a Deputy Sheriff is assigned in writing by the Sheriff or his designee and serves in the capacity of Investigator, the employee shall receive a stipend of 5% above his normal rate of pay during the period of service.
- 7.13 *Remote Assignment Housing Allowance.* , Deputies assigned to outlying areas as determined by the Sheriff shall receive four hundred dollars (\$400.00) per month.
- 7.14 *Education Incentive.* The County will reimburse each employee for the cost of registration and books for job-related class work or a class that is part of the requirement for completion of a major for an Associates or Bachelor college degree in administration of justice, public administration, sociology, psychology or a closely related field provided all of the following conditions are met:
- 7.14.1 The employee must request and receive approval for reimbursement prior to beginning the class. Requests shall be submitted to the Sheriff and shall be considered for approval subject to the conditions of this section.
- 7.14.2 Class work will be completed on the employee's own time.
- 7.14.3 The total reimbursement paid by the County to all employees for education under this section in any fiscal year shall not exceed two thousand four hundred dollars (\$2,400.00), nor shall any employee be reimbursed more than two hundred forty dollars (\$240.00) in any six (6) month period. Classes will be approved for reimbursement on a first-come first-paid basis based on the date of initial application for approval, until funds are exhausted.
- 7.14.4 Reimbursement shall be for actual cost of tuition and registration for a class in an amount not to exceed one hundred eighty dollars (\$180.00) per class. Employees shall present evidence of completion of the course with a grade of "B" or better. Non-graded classes are not eligible for book reimbursement.
- 7.14.5 An employee who completes two (2) successive college level Spanish language courses may be reimbursed for the registration, tuition and book costs directly related to the courses upon completion of the second (intermediate level) course, provided that each of the conditions listed above are met.
- 7.14.6 The County shall authorize to all employees governed by the Contract a one time bonus for earning degrees in law enforcement and law enforcement related studies while employed by the County (this is an either/or choice with certification incentive). Incentive pay for Degrees shall be effective upon proof of earning said degree from an accredited college or university located within the United States.

Degrees for “life work” shall not be recognized for purposes of eligibility for incentive pay.

Incentive payment shall be as follows:

Associates Degree: \$200.00

Bachelors Degree: \$250.00

7.16 *Certifications.* The County shall authorize to all employees incentive pay for earning certain law enforcement certificates as follows (this is either/or choice with Degree incentive pay):

Advanced Post Certificate - \$250 one-time payment upon completion

7.18 *Cell Phone Reimbursement.* The County will provide a \$60 per quarter cell phone stipend for employees using personal cell phones for County business purposes as authorized by the Sheriff.

7.19 *K-9 Units.* Employees and trainers of patrol canines shall maintain ownership of the retired canine under certain circumstances as determined by the Sheriff:

That the K-9 would not serve the agency in a positive manner being reassigned to another handler.

That the K-9 has been in service with the assigned handler for over 4 years

That the handler agrees to the care and custody of the K-9 upon separation of employment.

7.20 Mileage and Per Diem

7.20.1 *Mileage.* When it is required by the County for an employee to use a motor vehicle in the performance of assigned duties, such vehicle shall be furnished or in the event no vehicle is furnished, the employee shall be compensated for the use of the employee’s personal vehicle at the rate allowed by Internal Revenue Service and consistent with County policy.

7.20.2 *Per Diem Payments.* The County will continue to make per diem payments to employees required to travel on County business at the rates established by the Nevada Legislature or County Policy, whichever is greater. An employee is eligible for per diem only when traveling on County business beyond the boundaries of Humboldt County. Employees are not required to provide receipts for meals; however, receipts for rooms, airfare, cab/bus, parking, gasoline and other reimbursable expenditures are required. .

## **ARTICLE 8 UNIFORM ALLOWANCE AND PERSONAL PROPERTY REPLACEMENT**

8.1 *Uniform Allowance.* County agrees to provide an annual allowance of one thousand, five-hundred dollars (\$1,500.00) per employee required to wear a uniform on a regular basis for the entire year. These amounts shall be paid in quarterly increments. In order to assist new employees to purchase an initial uniform, the County agrees to advance the employee one-half (½) of the annual allowance within the first month of employment. Should the Sheriff

determine that a new uniform is more appropriate than that currently worn, the County shall provide each employee with one uniform shirt and one uniform pants, if different from those previously required. No uniform change during length of this contract.

8.2 *Personal Property Replacement.*

8.2.1 The County agrees to reimburse unit employees for personal property items that are stolen, damaged, lost in a duty-related incident, or destroyed during duty. The County's obligation herein shall not arise unless the employee is unable to be reimbursed from any other source, provided however, the County will be responsible for seeking reimbursement of expenses which may be paid through court ordered restitution. Prior to agreement for replacement, approval of the Sheriff or his/her designee must be obtained.

8.2.2 Such reimbursement by the County shall be limited to items of personal property that are reasonably required in order for the employee to perform his/her duties, including uniform items which are covered by the uniform allowance provided in the preceding paragraph. It shall be further limited to situations in which the employee was in no way responsible for the loss or damage of the item and shall be reimbursed at the current retail value. The list of items which may be reimbursed shall include weapons and related equipment, watches, eyeglasses/contacts, handcuffs, and other equipment on the Sheriff's required equipment list.

8.2.3 The maximum reimbursement amount for each incident shall be two hundred dollars (\$200.00); however, if restitution is secured in an amount greater than what is paid from the reimbursement account, the difference will be paid to the employee. The County's maximum obligation for reimbursement under this section is one thousand dollars (\$1,000.00) per fiscal year in the aggregate for this unit. Any court ordered restitution received by the County for reimbursement paid to an employee during a fiscal year which has not been passed through to the employee, shall be restored to the balance available for reimbursement.

8.3 *Safety Equipment.* The parties agree to continue the present practices with regard to the provision of safety equipment for unit employees except as listed below.

8.3.1 Vest. The County will provide each new hire and existing employees when proof is presented to the Sheriff that the warranty has expired on present vest, a protective vest, which will be worn as part of the uniform. The purchase price will not exceed \$800. If an employee terminates from County employment voluntarily or involuntarily, the employee will reimburse the County, by way of deduction from the employee's final paycheck, an amount in accordance with the following schedule:

An employee with less than:

- A. One year of service since purchasing the vest, will reimburse the County for 80% of the amount originally received from the County.
- B. Two years of service since purchasing the vest, will reimburse the County for 60% of the amount originally received from the County.
- C. Three years of service since purchasing the vest, will reimburse the County for 40% of the amount originally received from the County.



If an employee's vest is destroyed or damaged beyond repair during an on-duty enforcement action, the County will replace that uniform or equipment (that is not replaced by the manufacturer) provided that the employee has prepared a report and pulled a case number documenting the destruction. A replacement vest will not be issued because of a change in the size needed, unless approved and authorized by the Sheriff.

## **ARTICLE 9 HEALTH AND WELFARE BENEFITS**

8.1 9.1 *County Contribution to Cost of Health and Accident Insurance.* The County will contribute up to six hundred sixty sixdollars (\$666.00) per month toward a full-time eligible employee's group health benefits for FY 2012-2013. Any amount beyond the County's contribution shall be paid by the employee.

9.2 *Eligibility for Health Insurance Programs.* Employees shall be eligible for contribution toward health insurance premiums beginning with the first day of the month following completion of thirty (30) days of employment. For insurance purposes all persons working for the County are required under the County's policy to be regularly employed in order for the employee to be insured. Eligibility for County health insurance benefits is only provided to unit employees that are regularly employed by the County not fewer than 30 hours per week and who have made application and have been issued a Certificate of Insurance.

9.3 *Insurance Benefits Review Committee.*

9.3.1 The parties agree to continue the Insurance Benefits Review Committee which will investigate and recommend alternatives to the current coverage and insurance providers offered by the County. The Committee shall include representatives of all County employees and of County management. The Association shall be entitled up to three representatives on the Committee. The options to be considered by the committee shall be limited to changes which are within the per employee payments for health insurance provided in this agreement.

9.3.2 The Committee will review each of the types and levels of coverage currently paid for by the County including medical/hospitalization, vision, disability (long and short term), life insurance and dental insurance.

9.3.3 The Committee will determine by consensus what available insurance will be purchased with the per month per employee contribution made by the County. The Committee may recommend continuation or change in any coverage or provider except those to which the County is committed by contract. The Committee will determine the extent to which the money available will be used to purchase additional insurance for employees only or to contribute to the cost of dependent health coverage. Amounts recommended for contribution toward the cost of dependent coverage may include money which would not otherwise be spent during the fiscal year because some employees are not eligible for dependent coverage.

9.4 *Dependent Coverage.* An eligible employee may include his/her dependents under the County's group health insurance by arranging for the appropriate payroll deduction to provide coverage. The County will also provide a "125 Plan" through which employees may pay dependent insurance premiums not covered by County contributions.

- 9.5 *Medical Exams and Inoculations.* During the period of this Agreement, the County agrees to provide at no cost to unit employees those medical examinations required by law if such examinations are not available through the employee's health plan. Further, the County will provide necessary inoculations for unit employees who are exposed to tuberculosis, hepatitis and tetanus through the performance of their duties as employees of the County. The County agrees to pay any insurance co-payment for required medical examinations pursuant to this section. Employees will not be credited with payment toward their annual deductible for co-payments made by the County.
- 9.6 *Workers' Compensation Insurance.* All employees are automatically covered by approved Worker's Compensation insurance for on-the-job accidents and occupational diseases. Requirements of applicable laws governing Workers' Compensation benefits shall be followed. See Article 12 for details.
- 9.7 *Unemployment Compensation.* Public employees are covered by Nevada Unemployment Insurance Program.
- 9.8 *Retirement.* Pursuant to NRS 286 all permanent employees regularly working half time or more (i.e. 21 hours per week) automatically participate in the Public Employees Retirement System.
- 9.9 *Safety Committee.* Two representatives of the County and two representatives of the Association will meet on non-work time to discuss work related safety issues. The purpose of the committee shall be to make recommendations to the Sheriff and the County Administrator regarding those concerns.

**ARTICLE 10 ANNUAL LEAVE**

- 10.1 *Accrual.* All unit employees 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 twenty-one (21) hours per week shall earn annual leave on a prorated basis based on the number of hours worked in the pay period.
- 10.2 *Schedule of Accrual of Annual Leave.* Beginning July 2005, the following schedule shall apply:

Years of Continuous Service	Hours Earned Per Hours Paid	Max Hours Per Year	Max Hours Carryover
1st thru 10th	.0577	120	240
11th and more	.0770	160	240

- Only regular hours paid shall effect annual leave accrual. Carryover of annual leave shall be judged as of the end of the pay period which includes December 31st of each year.
- 10.3 *Accrual During Probation.* Each employee shall accrue annual leave during his/her probationary period, but shall not be allowed to use annual leave until being employed continuously for at least six (6) months.
  - 10.4 *Accrual of Leave While on Leave.* Annual leave will continue to be credited to all persons while regularly employed by the County when an employee is on annual leave. However, accrual of annual leave will cease upon termination or when an employee is placed on leave without pay.
  - 10.5 *Approval for Use of Annual Leave.* All annual leave will be taken at a time as approved by the employee's supervisor. Annual leave is granted only in increments of one (1) hour or

- more. Normally, annual leave requests for each calendar year must be in by January 15<sup>th</sup> of that year.
- 10.6 *Annual Leave Conflicts.* Conflicts between annual leave requests submitted in accordance with this section shall be resolved by Sheriff's Office seniority in favor of the more senior employee.
- 10.7 *Carry-over of Annual Leave to Following Year.* All annual leave in excess of the applicable maximum carryover hours will be forfeited at the end of the pay period which includes December 31<sup>st</sup> of each year.
- 10.7.1 *Extension for Granting Annual Leave - Annual Leave Buy Back.* Should an employee submit a request for annual leave no less than ninety (90) days prior to December 31, requesting annual leave in an amount that would avoid a forfeiture of annual leave, and the request is denied by the Sheriff's Office for operational and/or staffing reasons, employees shall be granted an extension of ninety (90) days during which they must request and take the annual leave. If the Sheriff's Office is unable to grant the request for all or part of the requested annual leave during the ninety (90) day extension, the County agrees to pay the employee at their regular rate of pay for those hours which would otherwise be forfeited by the employee.
- 10.7.2 *Extension for Granting Annual Leave - Forfeiture of Annual Leave.* Should an employee submit a request for annual leave less than ninety (90) days prior to December 31 in an amount that would avoid forfeiture of annual leave and the request is denied by the Sheriff's Office for operational and/or staffing reasons, the employee will be granted an extension of ninety (90) days during which they must request and take the annual leave. An employee granted an extension pursuant to this paragraph who does not reduce his/her maximum carryover during the extension to an amount below that allowed, will forfeit any unused annual leave exceeding the maximum carryover amount.
- 10.8 *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, but unused annual leave.
- 10.9 *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 unused hours of annual leave earned or accrued, multiplied by the hourly rate of such deceased employee.
- 10.10 *Part-Time Employees.* A regular part-time employee is defined as an employee working on a regular schedule less than forty (40) hours per week. Regular part-time employees accumulate or earn length of service credit for annual leave purposes based on actual number of years of continuous and uninterrupted service, whether such service is entirely part-time or mixed part-time and full-time during any year or portion of a year. For purposes of this section, a regular part-time employee beginning service on May 1 of a year is considered to have one year of service beginning May 1 of the next succeeding year, two years of service beginning May 1 of the next succeeding year, etc., even though the employee only works on a part-time basis and accrues the benefits on a pro-rated basis.
- 10.11 *Interrupted Service.* Any individual with five (5) consecutive years of employment with the County who terminates and then is re-employed by the County within one (1) year from date of termination shall receive credit for prior years service in determining the

appropriate category for annual leave benefits. Notwithstanding the foregoing, such an individual is subject to the probationary status requirements.

## **ARTICLE 11           SICK LEAVE**

- 11.1 *Attendance.* The parties agree that attendance at work on a regular and reliable basis is a job requirement. The County expects that each employee will be available for work consistently on this basis. Attendance and sick leave use are to be monitored on this basis.
- 11.2 *Entitlement.* All unit 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 fewer than twenty (20) hours per week will not accrue sick leave credits.
- 11.3 *Sick Leave Accrual.* Eligible employees shall accrue sick leave at the rate of .0577 hours for each hour worked up to a maximum accrual of one hundred twenty (120) hours per year. Only regular hours worked shall effect sick leave accrual.
- 11.4 *Authorization for Usage.* Employees are entitled to use sick leave only when incapacitated due to sickness, injury or when receiving necessary medical, dental, or vision treatment, or in the event of an illness in the immediate family. A doctor's certificate of illness may be required at any time, but must be presented to the Sheriff for any absence over five (5) working days.
- 11.4.1 *Immediate Family Defined.* Immediate family is defined as parents, children, brothers, sisters and grandparents of the employee, the employee's spouse, or relative living in the employee's household. In the case of any other relative of the employee, the Sheriff or Sheriff's designee may authorize such sick leave and shall so notify the County Administrator in writing.
- 11.5 *Evidence of Authorized Usage.* The Sheriff or Sheriff's designee shall approve sick leave only after having ascertained that the absence was for an authorized reason, and the employee may be required to provide substantiating evidence at any time. Malingering or proven abuse of sick leave privileges shall be grounds for termination from County employment.
- 11.6 *Sick Leave Payoff.* Employees with 10 or more years of continuous, uninterrupted service with the County, shall be paid fifteen dollars (\$15.00) per day for each day of unused sick leave on record in excess of three hundred sixty (360) hours and less than six hundred (600) hours and twenty-five percent (25%) of the top step of the salary range (excluding longevity) for each hour over six hundred (600) hours of unused sick leave on record on the date of termination or death.
- 11.7 *Accrual of Leave While on Leave.* Sick leave will continue to be credited to all persons while regularly employed by the County regardless of whether an employee is on sick or annual leave. However, accrual of sick leave will cease upon termination or when an employee is placed on leave without pay.
- 11.8 *Leave Sharing.* An employee may donate accumulated annual leave, floating holidays or compensatory time off or sick leave to an employee in this bargaining unit who is on sick leave for a catastrophic illness pursuant to the following restriction:

- 11.8.1 The employee receiving the leave donation must have exhausted all of his/her available paid leave including all sick leave, annual leave, and compensatory time off.
- 11.8.2 The employee receiving the leave donation may not be on leave for an on-the-job injury covered by Workers' Compensation Insurance.
- 11.8.3 The employee giving the leave donation must do so in writing and in blocks of eight (8) hours each on a form provided by the County.
- 11.8.4 If sick leave is used, a maximum of forty (40) hours/incident is allowed, and it requires the donor have a minimum of 200 hours in the donor's sick leave balance at the time of each donation.
- 11.8.5 The granting of a leave donation must be irrevocable.
- 11.8.6 If a donation is made by an employee at a different pay rate than the receiving employee, pursuant to N.R.S. 245.210.4, the donated time shall be converted into money at the hourly rate of the donor and the money shall then be converted into sick leave at the hourly rate of salary of the recipient.
- 11.9 *Family and Medical Leave Act Compliance.*
  - 11.9.1 Family and medical leave for employees shall be governed by the provisions of the Federal Family and Medical Leave Act (FMLA), as may be amended from time to time. Nothing in this Article is intended to expand employee rights or benefits not extended in this law. Where there is a conflict between this Article and the FMLA, this FMLA governs.
  - 11.9.2 Employees who have been employed for at least one (1) year and worked at least 1,250 hours during the preceding 12-month period and are employed at a work site where 50 or more employees work for the County within 75 miles of that work site are eligible for family and medical leave.
  - 11.9.3 Family or medical leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave for the purpose for which leave is being taken. If leave is requested for the employee's own serious health condition or for the serious health condition of the employee's spouse, child, or parent, the employee must use all of his/her sick leave as part of the FMLA leave. If leave is requested for any of the other reasons identified below, an employee must use all of his/her accrued paid annual and/or personal leave as part of the FMLA leave. The remainder of the leave period will then consist of unpaid FMLA leave. Unless otherwise agreed to, in writing in advance of the leave, employees are not permitted to work in an outside job during FMLA leaves of absence.
  - 11.9.4 Leave taken for serious health conditions may be taken on an intermittent basis (not all at one time) when medically necessary. The County may require an employee on intermittent leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position. With an agreement between the employee and the County, an employee may take family leave on a reduced leave schedule. This may involve reducing the employee's usual number of hours per workday or workweek during the leave. Intermittent leave reduces the twelve-week entitlement only by the actual time used.

- 11.9.5 Any eligible employee, as defined above, may be granted a total of twelve weeks of unpaid family and medical leave (the twelve month period shall be measured from the first date leave is used) for the following reasons:
1. The birth of the employee's child and in order to care for the child;
  2. The placement of a child with the employee for adoption or foster care;
  3. To care for a spouse, child, or parent who has a serious health condition; or
  4. A serious health condition that prevents the employee from performing the functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses.
- 11.9.6 Unpaid FMLA leave will run concurrently with paid sick, vacation and/or personal leave. Unpaid FMLA leave may also run concurrently with Workers' Compensation leave or other benefits. The entitlement to family and medical leave for the birth or placement of a child for adoption or foster care will expire twelve months from the date of the birth or placement. If both an employee and his/her spouse are employed by the County, their combined time off may not exceed twelve (12) workweeks during any twelve-month period for birth, adoption, or foster care, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full twelve (12) weeks within a twelve-month period to care for a son, daughter, or spouse with a serious health condition.
- 11.9.7 In all cases, an employee requesting leave must complete the County's approved leave form and return it to the County Administrator's Office. The completed application must state the reason for the leave, the expected duration of the leave, and the starting and ending dates of the leave. An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must submit an application for such leave at least thirty (30) days before the leave is to begin. If a requested leave will begin in less than thirty (30) days, the employee must give notice to his/her immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the need for the leave is not foreseeable. The County will require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave even if no formal application for such leave was made by the employee, provided notice is given to the employee.
- 11.9.8 An application for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be supported by a Humboldt County-approved "medical certification statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.
- 11.9.10 If the employee is needed to care for a spouse, child, or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his/her job.

- 11.9.11 If the County questions the validity of the certification, it may require, at the County's expense, that the employee obtain a second opinion. If the second opinion conflicts with the original opinion, the County may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the County and the employee. This third opinion will be considered final and binding on both parties. The County may require that the employee obtain subsequent recertification on a reasonable basis. Any employee on a family leave must notify his/her supervisor periodically of his/her status and intention to return to work. The supervisor has the authority to determine how often the employee must provide this notification.
- 11.9.12 During a period of family or medical leave, an employee will be retained on the County's health plan under the same conditions that would apply if the employee were not on family or medical leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.
- 11.9.13 If the employee fails to return to work after the expiration of the family or medical leave, or does not return for 30 days or more, the employee will be required to reimburse the County for payment of health insurance premiums during the leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his/her job or due to circumstances beyond the employee's control.
- 11.9.14 An employee is not entitled to the accrual of any seniority or employment benefits during any unpaid portion of the leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date the leave began.
- 11.9.15 An employee eligible for family or medical leave will be restored to his/her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The County cannot guarantee that an employee will be returned to his/her original job. A determination as to whether a position is an "equivalent position" will be made by the County.
- 11.9.16 An employee must complete the County's notice of intent to return from FMLA leave before s/he can be returned to active status. If an employee wishes to return to work prior to the expiration of a family or medical leave of absence, reasonable notification not to exceed five (5) days must be given to the employee's supervisor prior to the employee's planned return. Employees may be required to obtain and provide a fitness-for-duty certification prior to returning to work if the family or medical leave of absence was due to the employee's own serious health condition that made the employee unable to perform the essential functions of his/her job.
- 11.9.17 Failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to disciplinary action, up to and including termination, unless an extension is granted. An employee who

requests an extension of family or medical leave due to the continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Nothing in this policy limits (Humboldt County's) obligations of reasonable accommodation under the Americans with Disabilities Act.

## **ARTICLE 12            INJURY ON DUTY LEAVE**

- 12.1 *Injury on Duty.* Any unit employee who suffers an injury while working during the course of his/her employment for the County shall be entitled to injury leave until said employee is able to return to work or is terminated in any manner and subject to any limitations imposed by this Article or State Law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial members. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the employer shall be deemed not to have arisen out of or in the course of employment unless the employee received remuneration for participating in such event. For purposes of this Article, coronary thrombosis, coronary occlusion, or any other ailment or disorder of the heart, and any death or disability ensuing therefrom, shall not be deemed to be an injury by accident sustained arising out of and in the course of the employment except for Sheriff employees who are covered by state statutes.
- 12.2 *Coordination of Benefits.* When an employee is eligible at the same time for benefits under Chapter 616 or 617 of the Nevada Revised Statutes and for sick leave or injury leave benefit, the amount of sick leave or injury leave benefit paid to said employee shall not exceed the differences between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under Chapter 616 or 617 of the Nevada Revised Statutes for that pay period. Any usage of such sick leave shall be deducted from the employee's sick leave balance.

## **ARTICLE 13            OTHER LEAVES**

- 13.1 *Leave Due to Family Death.* Additional leave, not to exceed five (5) days per occurrence per employee, shall be allowed for a death of a member(s) of the immediate family of the employee. This additional leave is not cumulative.
- 13.1.1 Immediate family shall mean persons related by blood, whether whole or half, marriage or adoption in the following relationships: spouse, child, grandchild, parent, grandparent, sibling, or relative in the employee's household.
- 13.1.2 If the funeral is out of state, an employee shall have the option of using up to two (2) additional leave days contiguous with the family death leave which shall be charged to annual leave.
- 13.2 *Maternity/Paternity Leave.* An employee is entitled to use, as appropriate, accumulated sick leave, accumulated annual leave, accumulated compensatory time off, or leave without pay for adoption purposes or as maternity/paternity leave (regardless of the type of delivery or results of pregnancy) if the provisions below are met.



- 13.2.1 Maternity leave may be taken prior to the expected birth date of the child.
- 13.2.2 To utilize sick leave the employee must be incapacitated and unable to work because of illness or her pregnant condition. After birth or adoption, sick leave may be utilized if the child is ill under the provisions of 11.3 above.
- 13.2.3 If, after exhausting accumulated sick leave, an employee needs additional time off from work because she is incapacitated, accrued annual leave shall be granted. If additional time is required, leave without pay may be granted by the appointing authority if considered justifiable.
- 13.2.4 Pregnancy shall not jeopardize an employee's job or seniority, except for leave without pay limitations. The employee shall be responsible for reporting the pregnancy as soon as it is an established fact so that steps may be taken to protect the employee's health or modify her working conditions and in order that any necessary staffing adjustments may be planned.
- 13.2.5 The requirements of the Family Medical Leave Act will be followed.
- 13.3 *Interruption of Service.* Leave benefits which may be lost by an employee due to termination or interruption of County employment may be restored (repurchased) upon request by the Sheriff and authorization by the County Commissioners.
- 13.4 *Military Leave.* Any County employee who is a member of the National Guard or Military Reserve of the United States who is ordered to active military duty for training purposes is granted military leave of absence with full pay for a period not to exceed fifteen (15) working days each year. This military leave of absence is in addition to any annual or sick leave to which the employee is entitled and does not involve any loss of efficiency rating, privileges or pay. During the time the employee is on military leave, the employee will receive her/his regular pay in addition to the amount of military pay.
- 13.5 *Leave of Absence Without Pay.* Any unit employee, upon written application to the Sheriff, may be granted leave of absence without pay, subject to approval and authorization by the Board of Commissioners and the Sheriff. Such leave shall not exceed one (1) year.
- 13.6 *Court/Jury Duty.* Employees will receive their regular pay while involuntarily serving as a juror, or as a witness in any matter directly related to his/her County employment. Annual leave will not be affected while serving as a juror or a witness as described above. If the employee or official receives a fee for such service performed during paid working hours, the fee must be turned over to the County Treasurer. However, the employee or official may retain any travel or expense reimbursement. Employees who are witnesses or litigants in cases not resulting from their official duties must make arrangements with their supervisor and account for their absence with annual leave, compensatory time off, or approved Leave Without Pay.

**ARTICLE 14            HOLIDAYS**

14.1 *Holidays Enumerated.* Pursuant to NRS 236.015 the following days are declared to be legal holidays for County government offices:

- |                  |                            |
|------------------|----------------------------|
| Independence Day | Labor Day                  |
| Nevada Day       | Veterans Day               |
| Thanksgiving Day | Day after Thanksgiving Day |
| Christmas Day    | New Year's Day             |

Martin Luther King's Birthday  
Memorial Day

President's Day

- 14.2 *Observance of Legal Holidays.* All County offices close on the above listed legal holidays. If January 1, July 4, November 11, or December 25 falls on a Saturday, the Friday before is observed as the legal holiday. If any of such days falls on a Sunday, the Monday after is observed as the legal holiday. Holidays are recognized as eight (8) hours in length, regardless of work schedule. For employees on schedules providing 24-hour coverage, a holiday shall be recognized as the actual legal holiday, not the day observed by persons working a five- day, forty-hour week on a Monday through Friday schedule.
- 14.3 *Floating Holiday.* In addition to the holidays listed above, employees who have completed one full year of County employment will receive one eight (8) hour floating holiday per calendar year. Such holiday must be used within the calendar year or it will be lost. An employee must schedule the use of the floating holiday with their immediate supervisor in the same manner as annual leave and receive approval prior to its usage.
- 14.3.1 Upon voluntary termination from County employment, a maximum of eight (8) hours of unused floating holiday time will be paid off at the employee's regular rate of pay.
- 14.4 *Holidays Worked.* The employee shall be compensated two and one-half times (2 ½) times the normal rate of pay for the first eight hours worked. Those hours worked in excess of eight hours shall be paid at the normal rate of pay.
- 14.5 *Holidays Not Worked.* A full-time employee who is eligible for holiday but does not work on that holiday shall be credited with eight hours of Holiday Pay.

## **ARTICLE 15            HOURS**

- 15.1 *Work Hours.* Except in emergencies, the standard work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch hour. Each employee shall be assigned regular starting and ending times, which shall not be changed without 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.
- 15.1.1 *Alternative Work Schedules.* The Sheriff may, at his discretion, adopt alternative work schedules for employees in a work unit. The provisions of this section shall not be construed to limit the Sheriff's authority to deny a request or make other changes in scheduling for the good of the County.
- 15.2 *Rest Periods.* When practical, employees shall be granted a fifteen (15) minute rest period during each half of a work shift of four hours or longer. Such breaks shall not be taken within one (1) hour of the employees starting time, ending 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. Rest periods may, however, be allowed within one (1) hour of the employee's starting time, ending time, or meal break with the specific prior approval of the division commander of the need for each separate exception.
- 15.3 *Hours for Designated Positions.* Each normal work shift for certain designated positions shall span eight (8) hours which shall include briefing time, lunch period not to exceed

thirty (30) minutes, and up to two fifteen (15) minute rest periods as workload allows. The Sheriff shall designate such positions as necessary.

- 15.4 *Shift Preferences.* Two weeks prior to the posting of a new schedule of shift assignments, employees may request shift assignment based on seniority. The Sheriff will consider the preferences of staff along with the needs of the Sheriff's Office and the qualifications of individual employees when preparing the new schedule. If an employee is assigned to the same shift for a third or successive shift change, the employee may request that the Sheriff provide reasons for the shift assignment. The Sheriff will respond prior to the implementation of the next shift schedule. An employee will receive seven (7) days notice of a schedule change during a posted shift schedule.

## **ARTICLE 16 OVERTIME COMPENSATION**

### 16.1 *Definitions:*

16.1.1 *Overtime:* That time worked as authorized and directed by management which exceeds forty (40) hours worked in a workweek. The Sheriff shall designate a work period for FLSA purposes as necessary.

16.1.2 *Hours Worked:* Those hours during which the employee is assigned to work and actually is at work and any time the employee is on approved annual leave, compensatory time off, paid holiday or Workers' Compensation disability leave.

- 16.2 *Overtime Compensation.* Employees who have worked overtime shall be paid at the rate of one and one-half (1 1/2) time for all overtime hours worked.

- 16.3 *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 Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The County shall notify the Association of proposed changes prior to implementation. Upon written request, the County shall meet with Association representatives to negotiate the proposed changes, however, nothing shall preclude the County from implementing changes to achieve compliance during the negotiating period.

- 16.4 *Accrual of Compensatory Time.* Employees may, upon approval of the Sheriff, accrue compensatory time off in-lieu of pay for overtime worked. All compensatory time off shall be accrued at the rate of one and one half (1½) hours of compensatory time off for each hour of overtime worked. No employee may accumulate more than eighty (80) hours compensatory time. When eighty (80) hours is reached the employee must use some of the accumulated time before accumulating any additional compensatory time.

- 16.5 *Cash Out of Accrued Compensatory Time Off.* With thirty (30) days notice prior to the months of June and December of each year, an employee may submit a request to the Department that the cash value of all or part of accumulated CTO be paid to the employee. With thirty (30) days notice prior to June, the County may, at its discretion, pay off all but thirty (30) hours of an employee's CTO bank.

- 16.6 *Special Response Team Training.* Effective July, 1, 2012, employees assigned to the Special Response Team (SRT) shall be compensated at their regular rate of pay during the assignment if the Team member participates in the monthly required training. This compensation shall be considered full pay in lieu of any other overtime compensation for all SRT training conducted outside the employee's regularly assigned shift.

## ARTICLE 17            DISCIPLINARY ACTION

### 17.1    *Types of Discipline.*

17.1.1 *Oral Reprimand.* An oral correction addressed to an employee by a supervisor as to the propriety of an employee's action(s) or inaction(s).

17.1.2 *Written Reprimand.* A written criticism of an employee's conduct, usually concerning an infraction of county rules of conduct, regulations or performance. The reprimand is to be in written form, signed by the employee and the supervisor. A copy will remain with the supervisor issuing such reprimand, a copy delivered to the offending employee, with an additional signed copy to the official personnel file in the County Administrator's Office. Upon written request of the employee, a copy shall also be forwarded to the employee's Association. Signature by the employee shall not constitute agreement with the criticism but only recognition of the receipt of the written criticism.

17.1.3 *Disciplinary Leave Without Pay.* Disciplinary leave without pay means a disciplinary measure providing that the offending employee receive one or more days off without pay.

17.1.4 *Suspension With Pay.* There are times during an inquiry into alleged misconduct that it would appear to be in the best interests of both the County and employee to relieve the employee from duty, pending the outcome of the inquiry. In the event such suspension during a period of review is thought to be necessary, such suspension shall not cause loss of pay or other privileges attached to the position as an employee of the County unless later converted to a Disciplinary Leave Without Pay. A Suspension With Pay does not comprise a form of discipline in and of itself unless it has been so designated in a particular case.

17.1.5 *Demotion.* A disciplinary demotion is a temporary or permanent reduction of an employee from a higher position or classification to a lower position or classification below that which was held by the employee on a regular basis.

17.1.6 *Discharge.* Termination of the services of an employee of Humboldt County for a gross violation of laws, ordinances, or rules and regulations; or for numerous violations of rules and regulations; or for inability or refusal to properly perform duly assigned tasks; for substance abuse or other actions which constitute cause for discharge. Discharge shall be imposed by the Sheriff or designee, and shall be by written notice to the employee concerned. One copy of such notice shall be delivered to the employee concerned, and one copy of the appropriate form shall be placed in the employee's official personnel file in the County Administrator's Office. Upon written request of the employee, a copy shall also be forwarded to the employee's Association.

17.2    *Classifications of Discipline.* Oral reprimands, written reprimands, suspensions with pay and suspensions without pay for two (2) days or fewer shall be considered Minor Disciplinary Actions. Suspensions without pay for three (3) days or longer, disciplinary demotions, and discharges shall be considered Severe Disciplinary Actions.

17.3    *Procedure for Imposing and Appealing Minor Disciplinary Actions.* Minor Disciplinary Actions may only be appealed by an employee who has successfully completed the initial hire probationary period for the current County employment. The following procedures shall apply exclusively to Minor Disciplinary Actions:

- 17.3.1 *Notice of Action.* When a supervisor or manager believes it is necessary to impose a minor disciplinary action on an employee, the supervisor shall notify the employee in writing of his/her decision stating the reason for the action, the regulations or rules which have been violated, the specific action to be taken, and the effective date of the action.
- 17.3.2 *Appeal of Minor Disciplinary Action.* Within five (5) days from receipt of the written notification, an employee who has received a written reprimand or short suspension without pay, but believes the discipline is unwarranted may appeal the action to Level 2 of the Grievance Procedure (Article 18) of this Agreement for final determination.
- 17.4 *Procedure for Imposing and Appealing Severe Disciplinary Actions.* Before taking action to discharge, demote, or suspend a non-probationary unit employee without pay for a period of three (3) days or longer, the Appointing Authority shall serve on the employee and, upon written request of the employee, the Association, either personally or by certified mail, a Notice of Proposed Action, which shall contain the following:
- A. A statement of the action proposed to be taken.
  - B. A copy of the charges, including the acts of omissions and grounds upon which the action is based.
  - C. If it is claimed that the employee has violated a rule or regulation of the County or Sheriff's Office, a copy of said rule shall be included with the notice.
  - D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
  - E. A statement that the employee has two (2) working days to respond to the appointing authority either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the Appointing Authority or his/her designee.
- 17.4.1 *Response.* The employee upon whom a Notice of Proposed Action has been served shall have two (2) working days to respond or protest to the Appointing Authority either orally or in writing before the proposed action may be taken. Upon application and for good cause, the Appointing Authority may extend the time period to respond.
- 17.4.2 *Response Meeting.* If the employee chooses to respond orally, the employee shall be entitled to a personal meeting with the Appointing Authority or his/her designee. At such meeting, the employee may be accompanied by an attorney or Association representative.
- 17.4.3 *Review/Action.* After complying with the applicable requirements of sections above and having reviewed the employee response, if any, given pursuant to section 17.4.2, the Appointing Authority may order the discipline or discharge of the employee. Such order shall:
- A. Be in writing,
  - B. State specifically the causes for the action,
  - C. State the effective date of such action, and
  - D. Be served on the employee and, upon written request of the employee, the Association, either personally or by certified mail.

- 17.4.4 *Protest.* A non-probationary employee may protest severe disciplinary action, which protest shall be considered an appeal and processed in accordance with Level 3 of Article 18, Grievance Procedure and, thereafter if necessary, through Article 19, Arbitration.
- 17.5 *Sole Remedy.* The procedures provided herein are in lieu of any remedy provided by NRS 245.065 for appealing and resolving protests of disciplinary action.

## **ARTICLE 18            GRIEVANCE PROCEDURES**

### **18.1    *Definitions:***

- 18.1.1 *Grievance.* A grievance is a claimed violation, misapplication, and misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of Employer Rights (Article 5) shall not be grievable.
- 18.1.2 *Grievant.* A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations 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 shall thereafter be represented by a single grievant.
- 18.1.3 *Day.* Day shall mean a day in which the County's main administrative office is open for business.

### **18.2    *Process.***

- 18.2.1 *Informal Resolution.* Within five (5) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her supervisor. A supervisor shall have three (3) days to give an answer to the employee.

#### **18.2.2 *Formal Levels.***

*Level 1:* If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within five (5) days of such receipt of such answer, file a formal written grievance with the Undersheriff on a County Grievance Form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Undersheriff shall, within five (5) days, have a meeting with the grievant and within five (5) days thereafter, give a written answer to the grievant on the form provided.

*Level 2:* If the grievant is not satisfied with the written answer at Level 1, the grievant may, within ten (10) days from the receipt of such answer, file a written appeal to the Sheriff. Within ten (10) days of receipt of the written appeal, the Sheriff or his/her designee shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within ten (10) days.

*Level 3:* If the grievant is not satisfied with the written answer from Level 2, the grievant may, within ten(10) days from the receipt of such answer, file a written appeal to the County Administrator. Within fifteen (15) days of receipt of the written appeal, the County Administrator or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties, and thereafter

give written answer to the grievant within five (5) days, which answer shall be final and binding unless, for matters subject to arbitration, within ten (10) days, the Association notifies the County Administrator of its intention to appeal the matter to arbitration.

18.3 *General Provisions.*

18.3.1 If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn with prejudice.

18.3.2 If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day allowed for a management response.

18.3.3 The grievant may be represented by a person of his/her choice at any formal level of this procedure.

18.3.4 Time limits and formal levels may be waived by mutual written consent of the parties.

18.3.5 Proof of service shall be accomplished by certified mail or personal service.

18.3.6 The Association shall receive a copy of all grievances filed at the Sheriff's level of this grievance procedure, where such grievance is not being processed by the Association.

18.3.7 The making or filing of a grievance shall not prevent the County, the Sheriff or supervisor or other authorized person from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken even though the action may involve or be a part of the subject matter of the grievance.

**ARTICLE 19            ARBITRATION**

19.1 *Designation.* The parties will attempt to agree upon a professional neutral to serve as an Arbitrator. In the event agreement cannot be reached to select an Arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) and alternately strike names from such list until one name remains or follow the procedure required by the agency supplying the list. That remaining person so selected shall serve as the Arbitrator. The party to strike first shall be determined by lot.

19.2 *Matters Subject to Arbitration Procedure.* Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be grievable nor submitted to an Arbitrator 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.

19.3 *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.

19.4 *Privacy of Hearings.* All hearings held by an Arbitrator shall be closed sessions and no news releases shall be made concerning progress of the hearings.

19.5 *Authority of Arbitrator.* Decision of an Arbitrator on matters properly before him/her shall be final and binding on the parties. No Arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this

represented unit and unless such dispute falls within the definition of a grievance as set forth in Article 18, Grievance Procedure, or is an appeal from severe disciplinary action, and has been processed in accordance with all provisions thereof and herein. The Arbitrator's authority shall be limited only to the application and interpretation of the provisions of this negotiated agreement.

- 19.6 *Costs.* The fees and expenses of the Arbitrator and of a court reporter, if used, shall be shared equally by the employee organization; the grievant if a grievant is not represented by the Association, and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any, provided, however, if either party rejects the Arbitrator's decision as evidenced by overturning it or seeking relief in Court to have it vacated or modified, that party shall assume full responsibility for all jointly incurred costs of the Arbitrator process. For the purposes of this section the parties shall be considered as either: the County and the Employees Association or, if a grievant is not represented by the Association, the County and the grievant(s).
- 19.7 *Effect of Decision.* Decisions of an Arbitrator on grievance matters properly before him/her shall be advisory to the County Board of Commissioners. Within sixty (60) days of receipt of the Arbitrator's recommendation, the Board shall make a final decision which in the Board's discretion it deems proper after review of the hearing officer's report or conducting further investigation as it sees fit. The recommendation of the Arbitrator shall remain in effect unless rejected by a majority of the Board. Should the Board take no action on the Arbitrator's recommendation within sixty (60) days, the Arbitrator's recommendation shall become binding. Notwithstanding this section, decisions of an Arbitrator in review of Severe Disciplinary Actions shall be final and binding on the parties.

## **ARTICLE 20            LAYOFF PROCEDURE**

- 20.1 *Positions to be Eliminated.* If the County determines the need for a reduction in its work force, written notice of not less than two (2) weeks shall be provided to regular employees to be laid off. The Sheriff will determine the positions to be eliminated and the employees to be laid off within each affected job class.
- 20.2 *Order of Layoff.*
- 20.2.1 *Seniority.* Initially the Sheriff shall consider employees for layoff in the inverse order of seniority. Seniority shall be determined on the basis of uninterrupted employment with the Sheriff's Office in the employee's current class.
- 20.2.2 *Qualifications.* When selecting which employee will be laid off, the Sheriff will review the qualifications of the employee with the least seniority in the affected job class. If the Sheriff finds an employee with less seniority has qualifications which are needed by the Sheriff's Office and those qualifications are equal to or greater than those of an employee with greater seniority, and the documented performance of the employee with lesser seniority is better than that of the more senior employee the County may layoff the employee with the higher seniority.
- 20.2.3 *Qualifications to be Considered.* Qualifications to be considered in determining exceptions to seniority order shall include knowledge, skill, ability, and certificates required for job functions to be assigned to the remaining staff, as well as previous experience in performing the essential functions and job performance. Job



performance shall be determined on the basis of the employee's record of job performance as documented in the employee's personnel file.

20.2.4 *Ties.* After consideration of seniority within class, qualifications, and performance, any ties shall be broken by total seniority within the Sheriff's Office.

20.2.5 *Bumping.* An employee who was initially hired by the Sheriff into a class with a lower rank than his/her current class shall have the right to bump an employee in such lower class if the employee has more seniority in the lower class. Such bumping rights may be exercised subject to the Sheriff's review of performance and qualifications outlined above.

20.3 *Appeal Procedure:*

20.3.1 *Notice of Appeal:* In the event that an employee who has been laid off out of seniority order believes the decision based upon performance and/or qualifications is incorrect, the employee may request that the Association appeal the Sheriff's determination. If the Association finds there is good reason to believe that the Sheriff has erred in his decision, it may appeal through the process set forth in this Article. Such appeal shall be filed within five (5) working days of delivery of the layoff notice to the employee.

20.3.2 *Appeal Review Committee:* When an appeal is filed, the Association shall identify two (2) persons to serve on a review committee at the time of the appeal. The Sheriff shall then appoint two (2) persons to the committee. Each of the persons appointed to the committee shall be familiar with the work of the Sheriff's Office and of the job class from which layoff is to be made. The committee shall meet within five (5) days of delivery of the notice of appeal to the County. It shall review the basis for the Sheriff's layoff decision and the reasons the employee believes the decision is in error. The committee shall then determine whether the Sheriff's decision was reasonable and on that basis either confirm or reject the Sheriff's decision.

20.3.3 *Mediator.* If the committee cannot reach agreement regarding the Sheriff's decision regarding order of layoff, it shall within three (3) days of its initial meeting, request the participation of a federal mediator. The services of the mediator will be jointly requested by the County and the Association on an urgent basis. The mediator shall seek to achieve a consensus decision among the committee members. If none is reached the mediator shall become a voting member of the committee.

20.3.4 *Binding Determination.* The determination of the committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.

20.4. *Recall Rights.* Laid off employees will have a right to return to a vacancy in the same class and department from which they were laid off. Recall shall be in inverse order of layoff.

20.4.1 *Recall List.* Employees shall remain on the recall list for one year following the date of layoff provided, however, laid off employees shall be removed from the recall list if:

A. They accept recall to a position in a class at the same salary range as the position from which they were laid off, or

- B. They decline appointment to a position in the Sheriff's Office and in a class at the same salary range as the position from which their lay off occurred, or
- C. They fail to report for duty within fifteen (15) calendar days of mailing of notice of recall to County employment.

20.4.2 *Recall Notice:* Notice of recall or available position may be made in person or by U.S. Mail, return receipt requested. It is the responsibility of each laid off employee to notify the Sheriff of his/her current address.

## **ARTICLE 21 PEACEFUL PERFORMANCE**

21.1 *Prohibitions.* 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 welfare of the residents of the County of Humboldt. 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 bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down 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 bargaining unit, 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.

21.2 *Responsibilities of Association.* In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work-stoppage is in violation of law and this Agreement and is unauthorized, and shall 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 and 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 22 FULL UNDERSTANDING, MODIFICATION AND WAIVER**

22.1 *Full Understanding.* It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten regarding such matters are hereby superseded or terminated in their entirety.

22.2 *No Interim Bargaining.* It is agreed and understood that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counterproposals with respect to any matter subject to bargaining and that the

understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

- 22.3 *Modification.* 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 Sheriff and/or the Board of County Commissioners.
- 22.4 *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.

**ARTICLE 23 SAVINGS**

- 23.1 *Saving Clause.* If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE 24 TERM OF AGREEMENT**

- 24.1 *Term.* The County and the Association agree that the term of this Agreement shall commence as of July 1, 2012 and expires at midnight on June 30, 2013. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding its formal adoption by the Board.

*IN WITNESS WHEREOF*, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this 28th day of June, 2010.

**EMPLOYER: UNION:**

BOARD OF COUNTY COMMISSIONERS  
HUMBOLDT COUNTY, NEVADA

OPERATING ENGINEERS LOCAL UNION  
NO. 3 of the International Union of  
Operating Engineers, AFL-CIO

\_\_\_\_\_  
**Jim French, Commission Chair**

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

\_\_\_\_\_  
**Bill Deist, County Administrator**

\_\_\_\_\_  
**Carl Goff, President**

\_\_\_\_\_  
**Sondra Schmidt, Comptroller**

\_\_\_\_\_  
**Jim Sullivan, Recording-Corresponding Sec.**

\_\_\_\_\_  
**Brenda Willey, Administrative Assistant**

\_\_\_\_\_  
**Rick Davis, Public Employee Director**

**Scott Fullerton, Business Representative**

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**Damon Kuskie, Negotiating Team**

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**Tony Cantwell, Negotiating Team**

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**Angel Cardenas, Negotiating Team**

**COLLECTIVE BARGAINING AGREEMENT**  
**HUMBOLDT COUNTY**  
**and the**  
**HUMBOLDT COUNTY LAW ENFORCEMENT ASSOCIATION**

July 2012 through June, 2013

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