



# WASHOE COUNTY

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## STAFF REPORT BOARD MEETING DATE: December 13, 2016

**DATE:** Tuesday, December 06, 2016  
**TO:** Board of County Commissioners  
**FROM:** John Listinsky, Director of HR/Labor Relations, Human Resources  
328-2089, [jlistinsky@washoecounty.us](mailto:jlistinsky@washoecounty.us)  
**THROUGH:** John Slaughter, County Manager  
**SUBJECT:** Recommendation to approve the Collective Bargaining Agreement with the Washoe County Sheriff's Deputies Association (WCSDA) bargaining unit for a two (2) year period beginning July 1, 2017 through June 30, 2019, and ratify same: including cost of living adjustment in base wages of 3.5% effective July 1, 2017 [FY 17/18 estimated fiscal impact \$1,332,107]; and 2.5% beginning July 1, 2018 [FY 18/19 estimated fiscal impact \$1,001,600]; and updated agreement language regarding longevity pay, safety equipment, special pays, and salaries. [Total estimated fiscal impacts \$2,939,130.] (All Commission Districts.)

### SUMMARY

Washoe County and the WCSDA have engaged in continuing negotiations for a successor Agreement since October 2016. The Board had approved a one (1) year Agreement on September 27, 2016 which will expire on June 30, 2017. This CBA with the WCSDA is for a two (2) year period from July 1, 2017 through June 30, 2019; and includes cost of living adjustment (COLAs) of 3.5% effective July 1, 2017, and 2.5% effective July 1, 2018. The CBA also includes modified agreement language regarding longevity pay, safety equipment, special pays, and salaries.

**Department Strategic Objective supported by this item:** Legal obligation to comply with our statutory mandate to engage in collective bargaining pursuant to NRS Chapter 288.

### PREVIOUS ACTION

On September 27, 2016 the Board ratified the WCSDA labor agreement for the period July 1, 2016 through June 30, 2017, approving a 3% cost of living adjustment (COLA) in base wages retroactive to July 1, 2016.

On August 23, 2016 the Board approved a 32-day extension of existing Collective Bargaining Agreements beyond the August 29, 2016 expiration date to September 30, 2016 as it affects NRS 288.

AGENDA ITEM # 7.6.2.

On June 21, 2016 the Board approved a 60-day extension of the existing Collective Bargaining Agreement beyond the June 30, 2016 expiration date to August 29, 2016 as it affects NRS 288.

On September 22, 2015 the Board ratified the WCSDA labor agreement for the period July 1, 2015 through June 30, 2016, approving a 2.5% cost of living adjustment (COLA) in base wages effective July 1, 2015.

### **BACKGROUND**

The parties reached Tentative Agreements on all issues (see Attachment A). The Association has voted and ratified the Agreement. Following is a summary explanation of the substantive changes to the Agreement:

#### Term

The term of the Agreement is for two (2) years: July 1, 2017 through June 30, 2019.

#### Article 17 – Longevity

Longevity pay was modified to include an annual maximum cap for the classification of Deputy in the amount of \$10,000. This maximum longevity cap will be reviewed prior to the June 2018 longevity payment and may be adjusted by the annual percent increase in the Consumer Price Index-All Urban Consumers (CPI-U) for the prior calendar year.

#### Article 21 – Safety Equipment

Paragraph D was revised to increase the safety equipment allowance from \$150/quarter to \$200/quarter effective June 26, 2017 (July 2017 quarterly payment). Effective June 25, 2018 (July 2018 quarterly payment), the safety equipment allowance will be increased from \$200/quarter to \$250/quarter. Safety equipment allowance is payable the first payday in April, July and October and the last payday in December.

New Paragraph E was added to allow a one-time payment of three hundred dollars (\$300) to an assigned Patrol Deputy, upon completion of the Patrol FTO program, to purchase Patrol related equipment not provided by the County. This is a one-time payment for which Deputies completing the Patrol FTO program prior to July 1, 2018 are not eligible.

#### Article 23 – Special Pay Differential

Effective July 1, 2017, Deputies may be assigned to multiple special assignments; however, Deputies will be restricted to receiving payment for a maximum of two (2) Special “Assigned” Pay Differentials, equaling no more than seventeen percent (17%).

Crisis Intervention Training (CIT) pay differential is modified to include Deputies assigned to Courts and Classification/IAP effective September 1, 2017; and effective December 1, 2017 to include Deputies assigned to work in the Administration or Training Divisions. Deputies must be certified as qualified through training and approved by the Sheriff’s Office in Crisis Intervention Training (CIT) to be eligible for the differential during the time period assigned.

Effective January 1, 2018, special pay differential has been modified for those Deputies assigned to the K-9 Unit from receiving an additional seven (7) hours per week of pay at their assigned rate of pay to a ten percent (10%) Special “Assigned” Pay Differential to compensate the Deputy for canine maintenance, and additional duties associated with the canine, etc.

Exhibit A – Salary Schedules

The Salary Schedules were modified to reflect a 3.5% cost of living adjustment (COLA) in base wage effective July 1, 2017; and a 2.5% cost of living adjustment (COLA) in base wage effective July 1, 2018.

**FISCAL IMPACT**

The total fiscal impact associated with these recommendations is estimated at \$2,939,130 for WCSDA and is broken down as follows:

FY 17/18

Exhibit A – Salary Schedules – 3.5% COLA .....	\$1,332,107
Article 21 – Safety Equipment/Weapon Replacement .....	\$177,050
Article 23 – Assignment Differential Pay (maximum annualized impact).....	<u>\$163,518</u>
Total FY 17/18 .....	\$1,672,675

FY 18/19

Exhibit A – Salary Schedules – 2.5% COLA .....	\$1,001,600
Article 21 – Safety Equipment/Weapon Replacement .....	\$97,250
Article 23 – Assignment Differential Pay (maximum annualized impact).....	<u>\$167,605</u>
Total FY 18/19 .....	\$1,266,455

These cost increases may necessitate a budget augmentation during the appropriate fiscal year. The Budget Office will monitor the budget status related to this contract and propose necessary budget adjustments, as needed.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the Collective Bargaining Agreement with the Washoe County Sheriff’s Deputies Association (WCSDA) bargaining unit for a two (2) year period beginning July 1, 2017 through June 30, 2019, and ratify same: including cost of living adjustment in base wages of 3.5% effective July 1, 2017 [FY 17/18 estimated fiscal impact \$1,322,107]; and 2.5% beginning July 1, 2018 [FY 18/19 estimated fiscal impact \$1,001,600]; and updated agreement language regarding longevity pay, safety equipment, special pays, and salaries. [Total estimated fiscal impact \$2,939,130.]

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

**Move to** approve the Collective Bargaining Agreement with the Washoe County Sheriff's Deputies Association (WCSDA) bargaining unit for a two (2) year period beginning July 1, 2017 through June 30, 2019, and ratify same: including cost of living adjustment in base wages of 3.5% effective July 1, 2017 [FY 17/18 estimated fiscal impact \$1,322,107]; and 2.5% beginning July 1, 2018 [FY 18/19 estimated fiscal impact \$1,001,600]; and updated agreement language regarding longevity pay, safety equipment, special pays, and salaries. [Total estimated fiscal impact \$2,939,130.]

# AGREEMENT

BETWEEN

**THE COUNTY OF WASHOE  
STATE OF NEVADA**

AND

**THE WASHOE COUNTY  
SHERIFF DEPUTIES ASSOCIATION**

**20176 – 20197**



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**AGREEMENT BETWEEN THE COUNTY OF WASHOE  
AND THE WASHOE COUNTY SHERIFF DEPUTIES ASSOCIATION**

**ARTICLE 1 - PREAMBLE**

This Agreement is entered into as of July 1, 2017~~6~~, between the County of Washoe, Nevada, hereinafter referred to as the "County", and the Washoe County Sheriff Deputies Association, hereinafter referred to as the "Association." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, pursuant to the provisions of NRS 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

**ARTICLE 2 - RECOGNITION**

In accordance with the provisions of NRS 288, the County has recognized and does recognize the Association as the exclusive bargaining representative of those employees in the bargaining unit:

Classification in the bargaining unit:

Deputy Sheriff

The parties recognize that additional classifications may be established which are assigned to the unit.

In the event that the County establishes a new classification which is to be assigned to the bargaining unit or changes an existing bargaining unit classification, the Association will be notified in writing of the proposed new established wage rate and job description or changed classification prior to adoption to allow the Association an opportunity for discussion.

If, within thirty (30) days of notification of the proposed wage rate for the new classification, the Association provides written notification of their disagreement with the rate established and agreement is not reached, the wage rate for the new classification may be submitted to arbitration.

In the event of a merger or consolidation within Washoe County, the County agrees to negotiate with the Association over the impact and affect on bargaining unit members of such a decision. In the event of the formation of a Metropolitan Police Department within Washoe County, the parties will be governed by NRS 280.300.

This recognition does not include temporary employees who work less than six (6) consecutive months.  
(Revised 1-1-98)

**ARTICLE 3 - STRIKES AND LOCKOUTS**

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

The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.



## **ARTICLE 4 - RIGHTS OF MANAGEMENT**

The County has the right and is entitled without negotiation to:

- (a) Direct its employees;
- (b) Hire, promote, classify, transfer, assign, and retain its employees.
- (c) Suspend, demote, discharge, or take disciplinary action against any employee with just cause and pursuant to the provisions of this Agreement provided, however, that the County shall not assign or transfer an employee as a form of discipline;
- (d) Relieve any employee from duty because of lack of work or lack of funds;
- (e) Maintain the efficiency of its governmental operations;
- (f) Determine the methods, means and personnel by which its operations are to be conducted, except for considerations of personal safety;
- (g) Take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- (h) Contract or subcontract matters relating to County operations, provided that such contracting or subcontracting shall not be entered into for the purpose of circumventing this Agreement. The Association shall be consulted and allowed input prior to any contracting or subcontracting of bargaining unit work that would have an impact on bargaining positions.
- (i) Determine appropriate staffing levels and work performance standards, except for safety considerations. The Sheriff and the Association will meet at least quarterly, and more frequently by mutual agreement, for the purpose of consulting on minimum staffing levels in patrol and detention, per shift and unit. Once the policy is in effect, a good faith effort will be made to maintain minimum staffing levels. The policy may be changed by the Sheriff after consulting with the Association.
- (j) Determine the content of the workday, including without limitation workload factors, except for safety considerations.

Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain the functions of the County.

(Revised 1-1-04)

## **ARTICLE 5 - RIGHTS OF ASSOCIATION**

A. The Association President or designee shall be allowed up to twenty (20) paid hours per workweek to accomplish general Association business as defined in paragraph C.2. below.

B. The Association President shall be allowed an additional two hundred (200) hours paid time per contract year to accomplish general Association business as defined in Paragraph C.2. below. The President is permitted at his/her discretion to delegate use of said time to other Association officers to include board members. Additional release time may be approved by the Sheriff on a case-to-case basis.

C.

1. The Association may designate eight (8) local Association representatives in addition to the officers above. The Association shall notify the Sheriff's Office, in writing, of the name of any local Association representative and his/her jurisdictional area as soon as practicable.

2. The Sheriff's Office shall provide the Association representatives reasonable opportunity to utilize the above release time to serve in his/her capacity. The representative may utilize that time to participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:

- (a) The investigation of a bargaining unit member's grievance or potential grievance;
- (b) Representation of a member/grievant at any step of the grievance procedure established herein;

- (c) Consultation with duly accredited representatives of the Association on matters involving the Association's relationship with the County; and
- (d) Attending County functions/meetings, which have a direct impact on the Association.

3. The representative shall notify his/her immediate Supervisor each time he/she wishes to conduct appropriate business and may be relieved of duty unless operational demands preclude permission to leave the work location being granted. Appropriate use of representative time, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the responsible supervisor.

D. For each separate fiscal year covered by the term of this Agreement, the Association will use leave without pay, annual leave, or bonus leave for members to attend meetings, conferences, legislative sessions and conventions or to attend to other Association business, other than that covered in paragraph C.2. of this provision. Per Diem and/or travel shall not be provided by the Office. The scheduling of time off under this provision requires the advance approval of the Sheriff or his designated representative.

E. The County agrees to provide the Association with three (3) areas at Parr Boulevard and one (1) area at Incline Substation for the Association to post one (1) bulletin board. Each bulletin board shall not exceed three (3) feet by four (4) feet in area. Materials shall be posted upon bulletin boards specifically as designated, and not on walls, doors, file cabinets or any other place. The material posted on bulletin boards shall not be obscene, defamatory, derogatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relationship with the Association. All posted material shall bear the identity of the sponsor, shall be signed by a duly appointed representative of the Association, shall be neatly displayed, and shall be removed as soon as no longer timely. All costs incident to preparing and posting of Association material will be borne by the Association. The Association may use County telephones and County computers for E-mail in carrying out those duties identified in paragraph C.2. above and any other appropriate purpose that has been specifically approved by the Sheriff.

F. The County recognizes its statutory obligation to negotiate any departmental rule, policy or procedure that is related to a mandatory subject of bargaining as enumerated under NRS 288.150. In the event there is a dispute over whether a rule, policy or procedure falls within the scope of mandatory bargaining, said dispute shall be submitted to the Local Government Employee-Management Relations Board and shall not be subject to the grievance procedure contained in this Agreement.

G. The Sheriff, or his/her designee, and the County Labor Relations Manager shall meet bi-monthly if needed and requested by either party with representatives of the Association for the purpose of engaging in Labor Management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.

On-duty time shall be provided for three (3) Association representatives, and may be increased if both parties mutually agree.  
(Revised 2-21-01)

H. Effective July 1, 2005, the County shall allow each deputy covered under this agreement to voluntarily contribute up to three (3) hours of vacation or compensatory time to be maintained in a leave bank for use by the Association. Effective beginning with the 2014 vacation leave balances in effect as of December, 2014, the County shall allow each deputy to donate his or her vacation leave in excess of 240 hours to the Association Business leave bank in lieu of forfeiting said vacation per Article 12(C). Time will be donated and deducted once on an annual basis and an employee must submit a written request to payroll on or before the end of the payroll period encompassing December 31. This time may be used by the Association to release any member from regular duty to perform Association business as determined by the Association. This time cannot be unreasonably denied by the County or Sheriff's Office management. In the event that the hours are not completely used in the calendar year, excess hours will be maintained in

the bank. Under no circumstances, will the Association Business leave bank exceed 2,080 hours of donated or contributed leave hours. The president of the Association is permitted, at his or her discretion, to delegate use of said time to other Association members.  
(Revised 12-31-14)

I. The parties agree to meet periodically to assure that the costs of such leave are in compliance with NRS 288.225.

#### **ARTICLE 6 - NON-DISCRIMINATION**

A. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of a negotiating unit, nor will the County encourage membership in another employee organization.

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

C. The provisions of this Agreement shall be applied equally to all covered employees without discrimination as to age, sex, sexual orientation, gender identity or expression, marital status, race, color, religion, creed, national origin, protected disability, or political affiliation.  
(Revised 7-1-15)

#### **ARTICLE 7 - DUTY STATEMENTS**

The County agrees to provide each employee in the representational unit an updated, current duty statement. Examples of a duty statement would include the duties performed by a patrol deputy, a deputy assigned to the jail, or a deputy assigned to other divisions within the Sheriff's Office.  
(Revised 1-1-98)

#### **ARTICLE 8 - WORK HOURS**

A. The normal workweek of employees covered by this Agreement shall consist of forty (40) hours, excluding meal periods. The scheduling of work shifts and workweeks shall be as directed by the Sheriff.

B. Duty hours shall be devoted fully to the performance of assigned duties. Periods of absence for personal matters shall not be credited toward duty hours and must be charged to vacation leave, compensatory leave, sick leave, settlement time, or other approved forms of leave, as contained in this agreement or be recorded as an unexcused absence.

C. Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute coffee breaks or rest periods during each work day.

D. In the event that the Sheriff of Washoe County determines a ten (10) hour day, forty (40) hour workweek is more beneficial to the department; such hours shall constitute a normal work day.

E. This Article is intended to be construed only as a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

F. Employees who work ten (10) hour shifts, in addition to the two (2) fifteen (15) minute breaks referenced in C. above, shall be entitled to a one-half (1/2) hour paid break for a meal period except as provided in G. below.

G. In order to facilitate coverage for employees, who work ten (10) hour shifts in the Detention Bureau, the Sheriff may require detention deputies to combine the break/lunch periods to two (2) one-half (1/2) hour breaks during the ten (10) hour shift. If scheduling problems develop, the Sheriff may require detention deputies to combine the break/lunch periods to one (1) one (1) hour break during the ten (10) hour shift. If a dispute arises regarding implementation of this section the parties shall meet and confer and attempt to resolve the dispute. The decision of the Sheriff shall be final and binding.

(Revised 1-1-95)

H. The parties hereby recognize that review of twelve-hour shifts and other alternative work schedules is ongoing, and agree to incorporate by reference any subsequent Memorandum of Agreement executed between the parties during the term of the labor agreement.

(Revised 1-1-04)

## **ARTICLE 9 - REST PERIODS**

Except in cases of emergency, stakeouts or alternative work schedules up to and including twelve (12) hours, no unit employee shall be required to work twelve (12) or more consecutive hours without a rest period of twelve (12) hours between work shifts.

(Revised 7-01-15)

## **ARTICLE 10 - SHIFT/DAYS OFF BIDDING FOR UNIFORMED PERSONNEL**

A. Except for those provisions in subsection D. of this Article, uniformed employees shall be permitted to bid for shift/days off on the basis of seniority. Bidding shall take place every four (4) months. In the event the Sheriff and the Association mutually agree, the parties may determine that shift bidding shall take place at six (6) month intervals. Alternative bidding cycles may be mutually determined appropriate for either/or Administrative, Detention or Operations Bureaus. The shift schedule shall be posted not less than fifteen (15) days prior to the shift bid date. Once posted, there shall be no changes made to the schedule without consulting the Association. The Sheriff may for reasonable and articulable operational needs reassign employees who hold bid shifts.

(Revised 7-01-05)

B. For the purpose of this Article, seniority is defined as time in grade in service from the date of last continuous employment. Continuous service is defined, for purposes of this Article, as continued employment without a break in service of more than thirty (30) days, other than for injuries, illness, layoff, or maternity leave. Ties in seniority shall be broken by position on the hire list. If there is still a tie, seniority shall be determined by the drawing of lots.

C. A Deputy shall be considered in a Special Assignment when:

1. He/she occupies a position for which he/she tested and for which he/she is taken off the Detention or Patrol Bid.
2. A Deputy temporarily assigned on Temporary Duty (TDY) shall be considered in a Special Assignment if the length of the temporary assignment exceeds 180 days. Said Deputy shall be required to wait the term of one year before being eligible to apply for any Special Assignment.

The following personnel are considered to be in a special assignment and therefore excluded from the bidding provisions of this article:

### **1. ADMINISTRATIVE**

- A. Drug Abuse Resistance Education Deputy (D.A.R.E.)
- B. Training Deputy

- C. High Sierra Academy Deputy
- D. Background Investigations Deputy
- E. Civil Deputy

**2. DETENTION BUREAU**

- A. Administrative Deputy
- B. Inmate Management Unit (I.M.U.) Deputy
- C. Fire Safety Deputy
- D. Alternatives to Incarceration Unit (A.I.U.) Deputy
- E. Canine Deputy
- F. Homeless Evaluation Liaison Program (H.E.L.P.) Deputy

**3. OPERATIONS BUREAU**

- A. Detectives
- B. Community Liaison Deputy/Misdemeanor Complaints Officer
- C. Special Target Enforcement Management (S.T.E.M.) Deputy
- D. Selective Enforcement Team/DEA Task Force Deputy
- E. Forensics Investigation Section (F.I.S.) Deputy
- F. Repeat Offender Program (R.O.P.) Deputy
- G. Search and Rescue (S.A.R.) Deputy
- H. Motorcycle Deputy (Street)
- I. Canine Deputy

(Revised 7-01-16)

D. Court Deputies - a Deputy assigned as a Bailiff in a courtroom:

1. Detention personnel with one (1) year of service and with a standard or above yearly evaluation shall be able to apply for a Bailiff position.
2. Bailiff positions shall be held for a period of four (4) years. Extensions shall not be granted unless addressed under Article 4 of this contract after which the same deputy may not apply for a bailiff position for a period of one (1) year.
3. The four (4) year term shall not restrict employees from promotions or transfers.
4. The parties recognize the Judicial Departments shall select their deputy from qualified detention personnel. The Sheriff's Office retains its rights under Article 4 – Rights of Management.
5. A Deputy applying for and filling a Bailiff position between the regular shift cycle shall remain in that position and begin their four (4) year cycle at the next regular shift bid.

E. If, in the event, a Deputy opts to transfer to the Patrol Division or back to the Detention Facility from a Bailiff position, his/her Special Assignment shall be considered complete. Therefore, he/she shall be subject to Section C restrictions in this section of the contract. The parties agree that no change to length of the four-year term shall be made without negotiation between the parties. In the event of impasse, provisions of NRS 288 shall apply.

F. The current language of Lexipol Policy 1004, shall govern the length of assignment for the above positions. The parties agree that no change to said length shall be made without negotiation between the parties, and, in the event of impasse, the provisions of NRS 288 shall apply.

(Revised 7-01-15)