

AGREEMENT

between

**EUREKA COUNTY AND EUREKA COUNTY
SHERIFF'S OFFICE**

And

**OPERATOR ENGINEERS LOCAL 3
EUREKA COUNTY SHERIFF DEPUTIES**

July 1, 2026- June 30, 2028

Table of Contents

<u>ARTICLE 1: PREAMBLE</u>	3
<u>ARTICLE 2: RECOGNITION</u>	3
<u>ARTICLE 3: STRIKES AND LOCKOUTS</u>	4
<u>ARTICLE 4: MANAGEMENT RIGHTS</u>	4
<u>ARTICLE 5: UNION RIGHTS</u>	4
<u>ARTICLE 6: NON-DISCRIMINATION</u>	5
<u>ARTICLE 7: WORK HOURS</u>	5
<u>ARTICLE 8: HOLIDAYS AND HOLIDAY PAY</u>	6
<u>ARTICLE 9: VACATION LEAVE</u>	7
<u>ARTICLE 10: SICK LEAVE</u>	10
<u>ARTICLE 11: JOB CONNECTED INJURIES</u>	15
<u>ARTICLE 12: OVERTIME, CALLIN AND STANDBY PAY</u>	15
<u>ARTICLE 13: SENIORITY</u>	18
<u>ARTICLE 14: MEDICAL EXAMINATIONS</u>	19
<u>ARTICLE 15: COMPENSATION</u>	19
<u>ARTICLE 16: MEDICAL PLAN</u>	30
<u>ARTICLE 17: RECLASSIFICATION</u>	31
<u>ARTICLE 18: RESERVED</u>	33
<u>ARTICLE 19: COURT APPEARANCES</u>	34
<u>ARTICLE 20: SHIFT DIFFERENTIAL</u>	35
<u>ARTICLE 21: DUES DEDUCTION</u>	35
<u>ARTICLE 22: USE OF COUNTY FACILITIES</u>	35
<u>ARTICLE 23: REMOTE DEPUTY PAY</u>	36
<u>ARTICLE 24: AMENDING PROCEDURE</u>	36
<u>ARTICLE 25: TERMINATION AND DISCIPLINARY ACTION</u>	36
<u>ARTICLE 26: GRIEVANCE PROCEDURE</u>	39
<u>ARTICLE 27: SAVINGS CLAUSE</u>	42
<u>ARTICLE 28: WARRANT OF AUTHORITY</u>	42
<u>ARTICLE 29: DRUG & ALCOHOL TESTING POLICY</u>	42
<u>ARTICLE 30: EFFECTIVE DATE AND DURATION</u>	42
<u>APPENDIX A</u>	43

ARTICLE 1: PREAMBLE

- 1.1 This Agreement is entered into between the County of Eureka, Nevada, hereinafter referred to as the "County", and the Operating Engineer Local 3, Eureka Sheriff Deputies, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationship between 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 N.R.S. 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.
- 1.2 For purposes of this Agreement, wherever the Authority of the Sheriff's Office's Office is referenced, his designee will be appropriate for substitutions.

ARTICLE 2: RECOGNITION

- 2.1 In accordance with the provisions of N.R.S. 288, the County recognizes the Operating Engineer Local 3 as the exclusive bargaining representative of those full-time employees in the non-supervisory bargaining unit as listed below. Recognition of Union representation of probationary employees is limited by the terms of the various articles of this Agreement.
- 2.2 Probation and introductory period shall follow county policy.
- 2.3 Post Certified Employees/Law Enforcement Officers*
Deputy Sheriff I
Deputy Sheriff II
Deputy Sheriff III
Detective
*Retains impasse rights under N.R.S. 288.215.

The parties recognize that additional classifications may be established and assigned to the bargaining unit. The County shall give written notification to the Union of all new job classifications it intends to implement at least thirty (30) days prior to said implementation.

ARTICLE 3: STRIKES AND LOCKOUTS

- 3.1 The Union agrees that there shall be no strikes against the County under any circumstances and that all County employees shall continue to work under all circumstances.
- 3.2 For the purpose of the Agreement, the meaning of the word "strike" shall include, but not be limited to, any concerted stoppage of work, slowdown, interruption of the operations of the County by the Union

and/or its members.

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

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The County retains the sole right to manage its affairs and direct its work force within the existing framework of the Nevada Revised Statutes, but not limited to the right to plan, direct and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff; assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting the quitting times; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations of its facilities; and to require compliance therewith by employees; to discipline and terminate employees for cause. The County shall have all other rights and prerogatives including those exercised unilaterally in the past subject to express restrictions on such rights, if any, as are provided in the Agreement or N.R.S. 288.

ARTICLE 5: UNION RIGHTS

- 5.1 Two (2) members of the Union negotiation Committee may be granted leave from duty with pay, for all meetings between the County and the Union for the purpose of negotiating the terms of this Agreement, when such meetings take place at the time during which such member is scheduled to be on duty.
- 5.2 One (1) Union steward may be granted leave from duty with pay for all meetings between the County and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
- 5.3 Whenever conditions permit, two (2) union Stewards may be granted leave from duty for any reasonable and just cause as may be determined and granted by the Sheriff's office or his designee. Approval for such leave by the supervisor shall not be unreasonably denied.
- 5.4.1 The Union shall notify the County and the Sheriff's office of the designated business representative who shall be authorized to meet and confer with employees covered by this agreement and department heads concerning the

enforcement of the provisions and terms of this agreement and other working conditions.

- 5.4.2 The Union shall, within thirty (30) days, of a change in Officers, notify the County and the Sheriff's office in writing of such changes. In any case, the County and Sheriff's office shall be provided a complete listing of Officers by January of each year.

ARTICLE 6: NON-DISCRIMINATION

- 6.1 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 negotiation unit, nor will the County encourage membership in another employee organization.
- 6.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, relationship, religion, sex, age, physical or visual disability, national origin, sexual orientation or because of political or personal reasons or affiliations. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

ARTICLE 7: WORKHOURS

Scheduling of work shifts and work weeks shall be as directed by the Sheriff's Office. The normal work periods for employees covered by this Agreement will be as follows:

- 7.1 For POST certified employees Bargaining, the work period shall consist of fourteen (14) days 86 hours. Employees will be scheduled to work 86 hours in each 14-day period.
- 7.2 Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute coffee breaks or rest periods during each work day.
- 7.3 The Sheriff's Office may institute an alternative schedule for the Bargaining Unit. Prior to implementation of any such schedule the Sheriff's Office will issue written notice to the impacted employees. Notice of said action will be issued not less than thirty (30) businesses days prior to the date of implementation after approval by the County Commissioners, in non-emergency situations of the alternative schedule.

ARTICLES 8: HOLIDAYS AND HOLIDAY PAY

- 8.1 For purposes of this Article, "holiday pay" shall be defined as an increment of pay equal to the hours of the employee's regularly assigned shift at an employee's regular, straight time hourly rate. Employees eligible for holiday pay shall receive the same for those holidays delineated in chart:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King's Birthday)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- June 19 (Juneteenth (Emancipation Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Last Friday in October (Nevada Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- Day after Thanksgiving Day (Family Day)
- December 25 (Christmas Day)
- One Floating Day (Must be used in calendar year and subject to scheduling with supervisor to ensure adequate coverage, approval of which may not be unreasonably withheld)

- 8.2 When an employee who is eligible for holiday pay, it shall follow county policy unless otherwise stated in this agreement. Employees entitled to holiday pay shall be paid for a twelve (12) hour period.
- 8.3 When an employee who is eligible for holiday pay is required to work during his/her regularly scheduled work hours on a holiday, he/she shall receive, in addition to his/her holiday pay one and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked during the calendar holiday over the PERS full time equivalent hours.
- 8.4 For the purposes of Section 8.3, employees shall be paid holiday pay for their entire shift as stipulated in this section. Only those shifts that begin between 2400 hours the day prior to the calendar holiday thru 2359 hours on the calendar holiday shall receive holiday pay. Any shift not beginning between 2400 hours the day prior to the calendar holiday thru 2359 hours on the calendar holiday shall not be eligible for holiday pay regardless of when the shift ends or the amount of shift that falls on the calendar holiday.

ARTICLE 9: VACATION LEAVE

- 9.1 Vacation Accrual for Full-Time Employees: During the first six (6) months of employment of any employee, annual leave shall accrue, but no annual leave shall be taken during this period. Employees shall accrue vacation leave credit at a monthly equivalent of the rates established below:

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned	Maximum Accrual
One (1)	120 hours	240
One (1) but less than seven (7)	132 hours	240
Seven (7) but less than fifteen (15)	150 hours	240
Fifteen (15) or more	180 hours	240

For the purpose of computing credit for vacation, each employee shall be considered to work not more than eighty-four (84) hours each week.

Total County service, even though interrupted, will be counted if a person returns to County service within two (2) years of his/her date of separation and he/she worked for at least three (3) continuous years prior to his or her separation from employment with the County subsequent to reemployment.

- 9.2 An employee will not be allowed to carry more than 240 hours vacation leave at fiscal year-end, (July 1 through June 30). If an employee, does not take their leave, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour in excess of the maximum accrual amount (240) up to 40 hours of their regular hourly rate and the number of hours paid shall be deducted from the employee's leave bank. If an employee is not able to take leave due to staffing requirements and all measures have been taken for that employee to take the leave, the County will pay out up to 40 hours of their regular hourly rate at fiscal year-end. If an employee has scheduled a vacation and with the approval of the Sheriff or designee, the vacation accrual may exceed 240 hours.
- 9.3 An employee shall be paid at his regular hourly rate for each hour of vacation leave time taken. Vacation leave shall be charged on the basis of one-quarter (1/4) hour for each one-quarter (1/4) hour or major portion of one-quarter (1/4) hour of vacation leave taken.
- 9.4 Vacation leave will be accrued twice monthly. Vacation leave taken during a pay period shall be charged before vacation leave earned during that pay period is credited.
- 9.5 Vacation leave shall not be granted in excess of the vacation credit earned.
- 9.6 Upon separation from service for any cause, an employee shall be paid a lump sum for unused or accumulated vacation leave earned through the last day worked up to 240 hours per County policy. If this date is earlier than the last day of the pay period, the vacation credit shall be prorated for that pay period.
- 9.7 If an employee dies and was entitled to accumulated vacation leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of intestate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid an amount of money equal to the number of hours earned or accrued vacation leave multiplied by the regular hourly rate of such employee.

ARTICLE 10: SICK AND OTHER LEAVE

- 10.1 Sick Leave will follow county policy.

10.2 Bereavement Leave will follow County policy.

10.3 Death of Employee

Upon the death of an employee who dies on duty and was entitled to accumulated sick leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of intestate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid an amount of money equal to the number of hours earned leave multiplied by the regular hourly rate of such employee.

10.4 Significant Other Defined (county definition)

Spouse: A husband or wife of a person, regardless of gender.

10.5 Immediate Family Defined - use chart to the third level of Consanguinity

10.6 Catastrophic Leave Bank shall follow the County policy.

ARTICLE 11: JOB CONNECTED INJURIES

11 Work related injury and illness will follow the NRS and County policy

ARTICLE 12: OVERTIME, CALL-IN AND STANDBY PAY

12.1 Overtime shall be any hours worked in excess of 86 hours in a fourteen (14) day work period. The county overtime policy will be followed except for compensatory time and standby. Casual employees are not eligible to accumulate any hours of compensatory time.

12.2 COMPENSATORY TIME

12.2.1 Compensatory time is time off which may be given to an Employee during the Employee's regularly scheduled work period to compensate for overtime hours which are earned and accrued by an Employee in lieu of payment for employment. It is accrued at one and one-half (1 ½) hours compensatory time for each overtime hour worked. When an employee has worked overtime and would like to add the time to their compensatory bank instead of being paid overtime, it must be noted on the employee time sheet.

12.2.2 In emergencies and certain special events designated by the Sheriff's Office, the Sheriff's Office may require that Employees receive overtime pay in lieu of accruing compensatory time off. No Employee shall accrue more than one hundred and sixty (160) hours of additional work time to be paid as

compensatory time (shown as accumulated time on the paycheck). Upon reaching the maximum of one hundred and sixty (160) hours to be paid off as compensatory time, all hours worked in addition to the regularly scheduled work period must be compensated at the overtime rate.

- 12.2.3 Granting of Compensatory Time Off: Employees will be allowed to use compensatory time upon request provided such use does not unduly disrupt Sheriff's Office operations. The Sheriff's office may deny an Employee's compensatory time request if the absence of the Employee would impose an unreasonable burden on the Sheriff's Office ability to meet its obligations.
- 12.3 Standby Time: Standby time is defined as any time other than time when the employee is actually working, which has been specifically scheduled and directed by the Sheriff's office or his/her designee during which the employee is restricted in order to be immediately available for call to duty, Employees on scheduled standby shall be compensated at the rate of three dollars and fifty cents (\$3.50) per one-hour period of standby for fiscal year 2026-2027 and at the rate of four dollars (\$4.00) per one-hour period of standby for fiscal year 2027-2028.
- 12.4 It is the intent of the County that all overtime worked and recorded on time cards shall be paid on the paycheck issued for the pay period during which such overtime was worked.
- 12.5 Variable Workday will follow the county policy.
- 12.6 Call Back Time
 - 12.6.1 Call-back pay defined: Any time that the employee is called back to work on an unscheduled basis (e.g. called back to work without having been notified before completion of his/her last normal working day). PERS rules on callback pay will be applied based on PERS hire date.
 - 12.6.2 Minimum call-back pays: An employee called to work who works any portion up to 29 minutes, shall receive pay for one hour. If an employee works 30 minutes or beyond this minimum period, s/he will receive at least two hours pay. For payment purposes, time will start when the employee is contacted by phone, radio or in person. The one (1) hour and two (2) hour minimum payment will be calculated at straight time or overtime pay, whichever is applicable.

ARTICLE 13: SENIORITY

- 13.1 Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This section shall refer to regular employees as heretofore defined.

13.2 Seniority by qualifications shall be a principal consideration. in cases of Eureka County Law Enforcement - Deputies

layoffs, demotions, and recalls. The County shall give written notice thirty (30) days prior to an employee's layoff or demotion. A County wide re-employment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other re-employment or employment lists in the event of rehiring. If the employee refuses an offer of re-employment in the same classification wage and hours, the employee shall be removed from the list. A regular full-time employee that has been offered a part-time position may refuse that offer and remain on the recall list. A regular full-time employee that has been offered and accepts a part-time position shall remain on the recall list for a regular full-time position as outlined in this section.

- 13.3 On re-employment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification, wage hours held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification and wage that is most nearly comparable to the employee's original classification and wage as is possible under the circumstances.
- 13.4 Upon re-employment, the salary shall be set pursuant to the Compensation Article of this Agreement.
- 13.5 If a recalled employee is incapable of completing his re-employment from layoff probationary period, the County may extend said employee's probationary period or return said employee to layoff with recall rights status.
- 13.6 Layoff procedure will follow county policy unless otherwise stated in the section.

ARTICLE 14: MEDICAL EXAMINATIONS

- 14.1 The County agrees to provide medical examinations required by N.R.S. Chapter 616 and 617 for sworn/law enforcement personnel.

ARTICLE 15: COMPENSATION

- 15.1 The following Salary Schedules are established, Deputy Sheriff for the pay period following July 1, 2024. See Appendix A attached hereto.

A. Salary

FY 2027 (July 1, 2026- June 30, 2027) Increase the current wage levels in effect on June 30, 2026 by 6.0%.

FY 2028(July 1, 2027 - June 30, 2028) Increase the current wage levels in effect on June 30, 2027 by 4.50%

PERS - Increases in PERS contribution rates during the term of this Agreement will be paid in accordance with the requirements of NRS 286.421. For FY 2028,

the maximum amount an employee will be responsible for any PERS increase is 1.50% for their share of the contribution.

B. Merit Pay

If an employee receives a "meets expectations" or better performance review on the anniversary date of his or her employment during the previous period of July 1 through June 30, then the employee shall receive a merit increase equivalent to the next step on the Salary Schedule on the first pay period following the employee's anniversary date. This pay is not cumulative and must be earned each year and does not constitute a promotion.

15.2 Availability of Certain Training Guaranteed

County guarantees availability of 24 hours of training per year for each category of employment, POST-certified and non-certified. Except where mandated for POST certification or continuing certification, such training shall not be mandatory and employees shall not be paid for attending such training.

15.3 Applicable Training

The training listed herein is examples of authorized training courses. Specific courses and training must be reviewed and approved in writing by the Sheriff's Office or their designee for them to be applicable toward satisfying the education requirements. The Sheriff's Office or Designee will make a reasonable effort to ensure that training is available.

15.4 Mandatory Training

All hours physically spent in training required by the County will be paid at the employee's regular hourly rate unless Article 12 applies.

15.5 Additional Pay

To compensate those employees who are engaged in supervising and teaching required or specialized training/skills, and those employees assigned to specialized assignments as identified herein, the County shall compensate employees as outlined in this section.

15.5.1 Field Training Officer.

Field Training Officer and Communications Training Officer pay will be paid for that time designated by the shift supervisor that a Sheriff's Office employee is working or has worked as a FTO or CTO, and is set at an additional 5% of base rate, calculated on a pay per hour basis. FTO and CTO for overtime hours will not be PERS eligible.

15.5.2 Instruction and Training

Any employee who is assigned an assignment for required instruction and training shall receive Instruction and Training pay of 4.0% of the employee's base rate of pay for the time actually worked in the instruction and training of other employees. The County may require substantiation of participation in said

Instruction and Training. The approved instruction and training include, but are not limited to: Range Instructor, Defensive Tactic Instructor, Radar Instructor, Use of Force and Less Lethal Instructor, Taser Instructor, Armorer, or other training required by the Department. Payment for Instruction and Training cannot be combined with FTO or CTO pay.

15.5.3 Educational Incentive

The Educational Incentive is intended to encourage permanent, full-time employees to obtain college level graduate and post-graduate degrees that bear a reasonable and rational relationship to the job classification held by the employee. Degrees subject to approval for this incentive are limited to those from a University approved study course aimed at baccalaureate or graduate level degrees. Employees who meet the criteria set forth in this section and upon approval of the Sheriff's Office or Designee are eligible for an Educational Incentive as follows:

Associate's Degree; \$1,000;
Bachelor's Degree; \$1,500;
Master or Higher Degree; \$3,000

This incentive pay shall not be accumulative between degree levels. Only one educational incentive may apply each year (highest) to each employee regardless of number of degrees.

15.5.4 K9

This add pay is to compensate the employee as incentive pay for assignment as a K9 handler. The incentive for this position is 5%. Currently Eureka County allows One (1) K9 position county-wide. K9 pay on overtime is not PERS eligible.

15.5.5 Physical Fitness Testing

The testing is to be offered once each fiscal year. The standards are to be the same as the Nevada POST standards that are attached to this MOU. The compensation agreed to is \$750.00 for passing the test as stated in the POST document on physical fitness testing. The process shall be in the form of a written policy to be created by the Eureka County Sheriff's Department. The test date shall be posted 60 days before the test date.

15.6 Longevity

This plan is to encourage continuity of service and is established for employees with three continuous years as a member of the Public Employee's Retirement System as an employee of the employer. Service credit time with any other employer does not count towards the employer's longevity pay.

15.6.1 Longevity Pay Calculation

The longevity pay will be calculated at 1% per annum of his/her base salary, not to exceed 30% in addition to any grade and/or step increases to which the employee may be entitled. The longevity rate will be calculated once per year

on the pay period following the anniversary of the employee's hiring date and paid bi-weekly. The calculation will be based on 1% of each individual year of the employee's wage and then added together to attain the total longevity rate. Longevity pay will no longer increase after 30 years of continuous employment with Eureka County. Longevity pay is not paid on any overtime hours.

15.6.2 Part-Time Employees Prorated Calculation

For qualifying part-time employees, the longevity rate will be prorated at the end of three continuous years. The longevity for part-time employees will be prorated to full-time employment based on 2080 hours per year.

15.6.3 Continuous Service Credit

Continuous service credit time will not be broken due to involuntary layoff, approved personal, family or medical leave, or approved military leave. Any other break of service will nullify any longevity pay benefits until an employee earns the proper service credit time again.

15.7 Post Certificates Stipend: The following stipends will be paid in the first pay period of December at the highest certificate level.

Intermediate	\$150.00
Advanced	\$250.00
Supervisor	\$300.00
Management	\$350.00

If an officer earns a higher-level certificate, they must inform the County Human Resources Department of that fact no later than November 15 to be eligible for the increased stipend.

ARTICLE 16: MEDICAL PLAN

16 Health Insurance Coverage

16.1.1 Eligibility

Eligible employees as defined in the group health insurance plan are eligible to enroll in an employer paid group health, dental, vision and life insurance plan effective the first of the month following 60 days of employment. Dependents of employees, as defined in the current plan document, are also eligible for coverage under the insurance plan at the rates identified below. Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

16.1.2 Benefits

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, and prescription drug insurance issued by the insurance company.

16.1.3 Plan Changes

The **employer** will, from time to time, evaluate the health coverage plan that is offered and make adjustments as the **employer** deems necessary or appropriate in the level of coverage and the amount of premium cost to be paid by the **employer**. Affected employees will be notified of any plan changes.

16.1.4 Employee Costs for Health Insurance for Dependents

Employees will pay 30% of the health insurance premium for dependents.

16.1.5 Operating Engineer Trust Fund option

Effective July 1, 2026 the monthly contribution from the County per eligible employee and plans offered shall be as follows:

EE only	\$1311.99
EE + Spouse	\$2082.81
EE + Child(ren)	\$2043.75
EE + Family	\$2648.84

If the County contribution increases over the course of the contract term the new contribution rate will be applied to any employees covered by the Trust Fund. Should there be an increase in the premiums for the OE3 plans, the employee will bear the full cost of the premium increase above the contribution amount during the life of the contract.

For those employees that select health and welfare benefits through the Operating Engineers Public & Miscellaneous Employees Health and Welfare Trust Fund ("Trust Fund"), the Employer agrees to contribute to the Trust Fund, at its respective office in Alameda, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing such employee and his/her dependents with health and welfare benefits as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon Individual Employers by that certain Trust Agreement referred to for convenience as the "Operating Engineers Public and Miscellaneous Employees Health and Welfare Trust Agreement ("Trust Agreement") as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto. The Employer further agrees that (s)he or it does irrevocably designate and appoint the Employer Trustees in the Trust Agreement as his/her or its attorneys-in-fact for the selection, removal and substitution of trustees, as provided for in said Trust Agreement and as may be hereinafter provided by or pursuant to said Trust Agreement, and further consents to be bound by the acts and determinations of the Trustees acting pursuant to the authority conferred upon them.

Effective July 1, 2026 the monthly premiums per eligible employee and plans offered shall be as follows:

OE Anthem Platinum	Single	\$1,325
(includes dental/vision)	Two-Party	\$2,650
	Family	\$3,577

OE Anthem Gold	Single	\$1,211
(includes dental/vision)	Two-Party	\$2,423

	Family	\$3,271
OE Anthem Silver (includes dental/vision)	Single	\$1,079
	Two-Party	\$2,119
	Family	\$2,843
OE Anthem Bronze (includes dental/vision)	Single	\$1,018
	Two-Party	\$1,986
	Family	\$2,659

The above County contribution and employee premium difference shall be made on or before the fifteenth (15th) day of the month following the month an employee becomes PERS full time equivalent.

In the event that the Trustees of the Trust Fund determine that current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

In the event the Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the Employer shall pay, in addition to the amounts due as contributions, such additional interest, liquidated damages and/or attorney's fees as are set forth in the Trust Agreement or the Trust Fund's policies to which the Employer is bound.

ARTICLE 17: RECLASSIFICATION

- 17.1 Deputy I Reclassification: A Deputy I who earns a Category I POST Certification and passes all required Field Training Requirements may apply for reclassification as a Deputy II. This reclassification is not a promotion but paying the employee according to the duties actually performed. This reclassification does not shorten the probationary period for any employee.

ARTICLE 18: EDUCATIONAL ASSISTANCE

- 18.1 The **employer** subject to availability of budgeted funds under the Commissioner's budget, may provide educational assistance for tuition and/or fees, other than books, for career-related education. The following qualifications must be met:
- Employees must be in a regular full-time status
 - The course must be taken from an accredited institution of higher learning, or an **employer** approved adult education class.
 - The course must be job-related or be required for a degree that is job-related. An employee must request approval for educational assistance by sending the request for review and approval by the HR Director. If approved the request for payment will be presented to the Board of County Commissioners for final

approval. Such approval may be conditioned upon meeting commitments for continuing employment and/or job-related conditions. Employees who do not complete the course with a notice of "satisfactory" or grade of "C" or better, or who's employment is terminated, voluntary or otherwise, within 2 years of receiving educational assistance must reimburse the **employer** for the full amount of the assistance provided.

- Employees may not utilize county time or resources to complete these courses.
- The county will reimburse up to \$1,500 per semester per employee, or up to \$3,000 per year, for employees enrolled in Associate or Bachelor's degree programs that charge tuition on an annual or semester basis. For Master's degree programs, the county will reimburse up to \$2,100 per semester, or up to \$4,200 per year, for programs that charge tuition on an annual or semester basis.
- Employees may submit proposals for additional reimbursement or other considerations outside of the established tiers, which will be reviewed on a case-by-case basis to ensure alignment with the county's goals and budgetary constraints.
- To be eligible for this, employees must have an acceptable evaluation history of 2 or higher.

The county reserves the right to garnish employee wages should they not meet the expectations listed above.

ARTICLE 19: COURT APPEARANCES

- 19.1 Court Leave will follow the Eureka county policy.

ARTICLE 20: SHIFT DIFFERENTIAL

- 20.1 All shift work performed for purposes of this section the shifts are described as follows:
- 20.1.a First Shift (Graveyard): Any shift whose major portion of the scheduled work hours are between the hours of midnight and 8 a.m. first shift differential pays \$1.50 per hour in FY 2027, and \$2.00 per hour in FY 2028.
- 20.1.b Second Shift (Day): Any shift whose major portion of the scheduled work hours are between the hours of 8 a.m. and 4 p.m.
- 20.1.c Third Shift (Swing): Any shift whose major portion of scheduled work hours are between the hours of 4 p.m. and midnight. Third Shift differential pay \$1.25 per hour in FY 2027, and \$1.75 per hour in FY 2028.
- 20.2 It is the intent of the County that the shift-differential premium shall be paid in and for the same pay period in which it is worked. Shift differential on overtime will not be PERS eligible.

ARTICLE 21: DUES DEDUCTION

- 21.1 The County shall deduct dues from the salaries of Union members and pay over to the proper officers of the Union, the money so collected. Provided, however, that no deductions shall be made except in accordance with a deduction authorization form, individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any

Union restrictions on the employee's right to terminate his/her dues deduction authorization.

- 21.2 The Union shall indemnify and hold the County harmless against any and all claims, demands, suits and other forms of liability which shall arise out of or by reason of action taken or not taken by the County at the request of the Union under the provisions of Section 21.1, above.
- 21.3 The Union shall certify to the County in writing, the current rate of membership dues. The County will be notified of any change in the rate of membership dues, thirty (30) days prior to the effective date of such change.
- 21.4 The County will continue to honor existing dues deduction authorizations currently on file.

ARTICLE 22: USE OF COUNTY FACILITIES

- 22.1 The County recognizes the necessity of the Union to hold Union meetings. It is mutually agreed, that upon request to the party under whose control the facilities are placed, the Union shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:
 - A. Any such meeting held in or on County property shall be without cost to the Union.
 - B. No such meeting shall be allowed to interfere with normal County activities.
 - C. This provision is not a guarantee to the Union that County facilities or buildings will be available to it at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Union.

ARTICLE 23: REMOTE DEPUTY PAY

- 23.1 In consideration for being permanently stationed and living in and assigned to the northern command of Crescent Valley in Eureka County permanent full-time employees shall receive an incentive in the amount of six thousand five hundred dollars (\$6,500.00) will be paid to each authorized and qualified employee. Payment will be divided and paid on each paycheck.

For the purpose of this section, a permanent duty station is defined as one that the employee will be stationed in and actively working for a minimum period of twelve (12) months.

In the event an employee's permanent duty station is changed in the six (6) month period after payment of this incentive, the incentive payment total shall be prorated and the remainder of the months equaling six (6) months from the actual date of payment shall be repaid to the County in no more than six (6) equal payments. In the event the employee's permanent duty station is changed by the Agency, this

repayment provision may be waived by the Sheriff's Office.

If Eureka County is required to commence litigation to recover said monies, then the employee agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Eureka County.

ARTICLE 24: AMENDING PROCEDURE

- 24.1 If either party desires to modify or change this Agreement, it shall, not later than February 1 of any year, give written notice to the other party of amendment, except that no amendments or modifications to this Agreement shall be made except by mutual agreement of the parties or through the provision of Article 27 herein (Savings Clause). Any amendment, whether a proposed amendment or an alternative to a proposed amendment that may be mutually agreed upon or awarded pursuant to the provision of Chapter 288 of the N.R.S., shall become and be part of this Agreement in the form of a Memorandum of Understanding "MOU". Any MOU that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 25: TERMINATION AND DISCIPLINARY ACTION

The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion or terminate. Only suspensions without pay, exceeding three (3) days, involuntary demotion or terminate may be grieved to step (4) (arbitration). Grievances do not postpone disciplinary action. The County shall be bound by and follow the provisions of NRS Chapter 289.

- 25.1 The County shall have the right to terminate or discipline any employee for cause, but in determining discipline, the County shall not transfer or reassign any employee for disciplinary purposes. The term cause shall include, but not be limited to the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports; recording on another employee's time card; failure to properly record time; performance of work below required standards; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; theft; destroying or willfully damaging the property of another employee or the County; acceptance of a bribe from citizens, vendors, suppliers or others; misuse of County funds; the use or being under the influence of drugs or alcoholic beverages, on the job, during working hours; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication with false or defamatory oral or written statements directed against a fellow employee, the County or management or the County Commission; sleeping on the job, or

failure to comply with County safety rules; loss or suspension of license or certification that are a condition of employment; violation of rules and regulations or general orders issued by the Sheriff's Office.

- 25.2 As determined by the County, the level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant terminate, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension with pay; (4) suspension without pay; or (5) involuntary demotion. One or more of actions 1 through 5 may occur prior to terminate. The County shall notify the Union within ten (10) working days after the issuance of a written reprimand, however, this notification shall not extend the time for filing a grievance.
- 25.3 The County shall notify the Union of its intent to demote or suspend an employee without pay. When demotion or suspension without pay is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Union Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.
- 25.4 The County may not terminate employees covered by this contract without just cause without first giving the employee and the Union written notice prior to the action being taken unless section 25.1
1. Copies of any material or documents upon which the proposed action is based.
 2. A statement that the employee has a right to meet with the County to discuss the proposed action.
 3. The date, time and location of the pre-termination meeting. The employee and Union representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response. Failure of the employee to attend these scheduled pre-termination meeting constitutes a waiver of the pre-termination meeting.
- 25.5 In cases of contemplated terminate, demotion, suspension or other disciplinary action for misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the County or substantially disrupt County operation, the County may immediately place the employee on Administrative leave with pay upon giving the appropriate notice as outlined in Sections 26.4 and 26.5.
- 25.6 Any record of disciplinary action, excluding oral warnings and reprimands, in order to remain effective, must be placed in the employee's official personnel

file.

- 25.7 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.
- 25.8 Involuntary demotions shall be limited to instances of documented substandard performance after completion of the probationary period.
- 25.9 Any time limits may be extended by written mutual agreement of the Union and the County.
- 25.10 For the purposes of this Article, County includes the County Manager or similar person and Sheriff's Office or designee..
- 25.11 Probationary employees are not covered by this article.
- 25.12 The County will follow the procedures required by Nevada Revised Statutes Chapter 289 (Peace Officers Bill of Rights) where appropriate.
- 25.13 An employee is considered to have resigned without notice and abandoned their position if they;
- A. Fail to report for scheduled duty for three consecutive work periods.
 - B. Fail to notify the Sheriff's Office or Designee.
 - C. The County shall make a reasonable effort to contact the employee by phone at the employee's contact number provided to the Sheriff's Office personnel clerk.
 - D. Except in extenuating circumstances, in the event of job abandonment, the Sheriff's office will send a certified letter to the last known address of the employee giving notice of their employment termination with the County. The notice will contain the dates the employee failed to report for duty and the date and time of the attempted contact by the County.
 - E. The employee's permanent personnel file will indicate the reason for termination as "Resignation without Notice — Job Abandonment".
 - F. Nothing in this section shall restrict the County from taking disciplinary action with an employee in accordance with this Agreement and Sheriff's Office Policy.
- 25.14 Maintenance of Disciplinary Action
- A. Oral Reprimand, Written Reprimand and suspension Without Pay of three (3) days or less:

An employee who has received a violation that resulted in an Oral Reprimand, Written Reprimand or a Suspension Without Pay of three (3) days or less shall request from the Sheriff's office or Designee, after twelve (12) months from the date of occurrence of the violation, an acknowledgment that the behavior has been corrected or that no other violations of similar nature have occurred. The response shall be in writing and attached to the original violation.

B. Suspension Without Pay of more than three (3) days:

An employee who has received a violation that resulted in a Suspension Without Pay of more than three (3) days shall request from the Sheriff's office or Designee, after twenty-four (24) months from the date of the occurrence of the violation, an acknowledgment that the behavior has been corrected or that no other violations of similar nature have occurred. The response shall be in and attached to the original violation.

25.15 Resignation

Employees shall provide the Sheriff's office with a minimum ten (10) working days written notice of their intent to terminate their employment. Upon receipt of written notice, the Sheriff may;

- Elect to provide the employee with a severance of up to eighty (80) hours of pay at straight time rates.
- Sever the employee/employer relationship immediately, or at any date within those ten (10) working days, as determined by the Sheriff's office. The reflected termination date of the employee shall be the last date actually worked.
- Early separation after proper notice, shall not under any circumstances reflect as negative in any way in the employee's personnel file.

- 25.16 Employees intending to retire shall provide written notice to the Sheriff's office upon submission of paperwork to the Public Employee Retirement System, or at a minimum, sixty (60) calendar days prior to their intended retirement date, whichever is greater,

ARTICLE 26: GRIEVANCE PROCEDURE

26.1 Definition

A grievance is a dispute or disagreement between an employee, a group of employees, or the Union and the County which involves the interpretation or application of any provision of the Agreement.

The term "days" when used in this Article 26 shall, except where otherwise indicated, means working days rather than calendar days. For the purposes of this Article, "working days" are defined as Monday through Friday excluding contractual Holidays.

Both parties agree that these proceedings shall be kept confidential. All hearing held by the arbitrator shall be closed sessions and no news releases shall be released during sessions without mutual written consent. Probationary employees are not covered under this Article.

26.2 Time Limits

The parties agree that the time limitations defined in this Article of the

Agreement shall be adhered to. A violation of prescribed time limitation of this Article of the Agreement by the Union means the grievance is forfeited by the Union. A violation of a prescribed time limitation of this Article of the Agreement by the County shall cause that, in the event of arbitration, the arbitrator will be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties to this Agreement may grant an extension to the requesting party. Said extension request shall be in written form and approved in writing by the party receiving said request. A request for extension shall include the length of extension being requested.

26.3 Procedures for Filing

All grievances will be processed in the following manner:

Step 1 Within five (5) working days of the event giving rise to a grievance or knowledge thereof, the grievated employee will verbally or in writing, request a hearing/meeting to present the grievance to the Sheriff's Office or Designee for review. In any event the hearing/meeting shall be within twenty-one (21) days of the request.

The grievated employee may request representation by a steward or business representative at this hearing/meeting. The Sheriff's Office or Designee shall, within seven (7) working days of hearing said grievance, render a verbal or written decision to the grievant.

Step 2. Should the grievant be dissatisfied with the Sheriff's Office or Designee's Step One (1) response, the grievance shall be reduced to written form, and presented to the Sheriff's Office for formal disposition. The grievance shall be advanced to Step Two (2) within seven (7) working days of the Sheriff's Office or Designee's Step One (1) response or lack of response. The grievance shall be signed by the grievated employee, the employee's steward, or business representative. The Sheriff's Office shall render a written response to the grievance within seven (7) working days of receiving the formal grievance.

Step 3. Should the grievant be dissatisfied with the Step Two (2) formal response of the Sheriff's Office, the grievance shall be forwarded, in writing, within ten (10) working days of the Step Two (2) response to the County Commissioners or their designated representative by the grievated employee or the Unions designated representative. A copy of the Step 3 grievance shall be delivered to the Sheriff's Office or his/her Designee by the grievated employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The County Commissioners or their designated representative shall respond in writing to the grievance within fifteen (15) working days of the date said County representative received the grievance. For the purpose of this Step of the grievance procedure, the County will keep the Union notified in writing of its designated representative.

Step 4 The Union may request arbitration of an unresolved grievance. The Union shall notify the County in writing of such intent within ten (10) working

days of receipt of the Step Three (3) written response. A copy of the Step 3 grievance shall be delivered to the Sheriff's Office or his/her Designee by the grieved employee or their representative within 24 hours of delivery to the County Commissioners or their designated representative. The parties shall attempt to reach an agreement on an arbitrator. In the event the parties fail to reach agreement, the parties or Union shall request from the Federal Mediation and Conciliation Services a list of seven (7) arbitrators. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The Union shall strike the first name from the list

26.4 Arbitrator's Authority

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement, or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

26.5 Expenses

The fees of the Arbitrator shall be borne equally by the parties. Should either party request the services of a court reporter, that party shall be responsible for all associated costs and shall provide a copy of said transcript to the other party. Each party shall be responsible for its own legal, witness, and/or preparation fees. The Arbitrator shall not order a court reporter.

26.6 Compliance

The parties agree to respond to the Arbitrator's decision within seven (7) working days of receipt of said decision. The Arbitrator shall endeavor to render a terminate related decision within fourteen (14) calendar days of the hearing, all other decisions within thirty (30) calendar days.

26.7 Exclusive Remedy

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure prior to taking any other action.

ARTICLE 27: SAVINGS CLAUSE

27.1 In the event that any provision of this Agreement is rendered invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.

27.2 This Article does not preclude informal discussion between the parties of any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirement of notice or time schedule.

ARTICLE 28: WARRANT OF AUTHORITY

The County and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this Agreement.

ARTICLE 29: DRUG & ALCOHOL TESTING POLICY

- 29 Alcohol and Drug Testing will be conducted in accordance Eureka County Drug- and Alcohol-Free Workplace. The county and the Union are committed to a workplace free from illicit drugs.

ARTICLE 30: EFFECTIVE DATE AND DURATION

- 30.1 This Agreement shall be in full force and effect from July 1, 2026 to June 30, 2028.
- 30.2 The County may reopen this agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4)

IN WITNESS WHEREOF, the County and the Union have caused this Agreement to be duly executed by their authorized representatives on the dates set forth below.

Rich McKay
Eureka County

7/7/26

International Union of Operating
Engineers, Local 3, AFL-CIO

Dan Reding July 13, 2026

Date

Dan Reding, Business Manager

Date

David Harrison

7/13/2026

Date

David Harrison, Rec. Corres. Secretary

Date

Carl Carr

7/13/2026

Date

Carl Carr, Public Employee Director

Date

Dylan Gallagher

6-30-26

Date

Dylan Gallagher, District Rep.

Date

Date

Date

date

Ralph Handel
Reviewed and Approved by:
Ralph Handel, Business Rep.

Date

Current Language - Any provision of the current Collective Bargaining Agreement between the parties which is not amended by this tentative agreement or other signed tentative agreements is not amended and retains its current language, except for the correction of typographical errors and the deletion of obsolete language agreed upon.

Appendix

1. County to add pay scales and job descriptions
2. Consanguinity chart.

Job Title:	Deputy Sheriff I, II and III	Department:	Sheriff Office
Classification Range:	Deputy I, Range 120 LE Deputy II, Range 121 LE Deputy III, Range 122 LE	Reports To:	Sergeant
		FLSA:	Non-Exempt
		Safety Sensitive:	Yes
		Probation Period:	12 Months
		Adopted/Revised:	3/2022

Summary of Job Purpose: Responsible for performing a variety of public safety and law enforcement services. Performs law enforcement related activities that include technical and administrative functions. May be assigned to detention, court, or patrol.

Essential Functions: *The class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skill.*

Deputy I: Employees in the class of Deputy Sheriff I are distinguished from those in the class of Deputy Sheriff II or Deputy Sheriff III by working to obtain or in possession of a Category III POST certificate and assignment to work in the detention facility without being the holder of a current Nevada Basic, Intermediate or Advanced POST certificate. Employees in the Deputy Sheriff I class shall not be assigned to patrol and/or investigative functions without direct supervision until successful completion of required certifications.

- Maintains order and security within the detention facility; assesses information and makes decisions regarding inmates; directs and instructs inmates (individually and in groups); monitors and documents behavior of inmates; supervises visitation, exercise, and work programs of inmates.
- Searches incoming inmates for removal of valuables and contraband; inventories property for secure keeping; conducts interviews and reviews background of inmates to determine appropriate housing assignment and if medical attention is needed; assigns inmates uniforms, supplies; provides orientation to new inmates regarding rules, regulations, and responsibilities; fingerprints and photographs inmates.
- Prepares written reports and maintains statistics on incidents such as use of force, disturbances, and contraband confiscated; identifies symptoms of possible emotional and physical disorders to make referrals; gives first aid and cardiopulmonary resuscitation.
- Processes incoming and outgoing mail of inmates; ensures inmates receive food and medication.
- Transports inmates for court appearances, medical appointments, work details, and other facilities.
- Completes appropriate paperwork upon release of inmates; provides inmates with proper notices and return of personal property and money.
- Performs security checks of facility and perimeter of facility, cell inspections, shakedowns and search of inmates returning to jail from work detail/court/medical, etc.
- Enforces and executes civil and criminal processes; serves civil papers, jury summons, and court subpoenas; enforce restraining orders, arrest warrants, and search warrants; prepares for and testifies in court or other legal proceedings.
- Prepares written reports and completes forms for misdemeanor citations crime reports, requests for service, activity logs, and arrest reports.
- Conducts criminal investigations; interviews victims, suspects, and witnesses; collects, preserves, and secures evidence from crime scenes; lifts fingerprints; takes photographs; makes sketches and

diagrams; conducts searches; arranges for medical/psychological appointments for victims and transports when necessary.

- Assist in maintaining various tasks of upkeep of detention center.
- Animal control functions and enforcement.

Deputy II: Under general supervision, provides law enforcement services including: patrol, citizen assistance, investigations, crime prevention, traffic control, transportation, completes oral and written reports, court security; processes, monitors, controls activities, supervises and transports inmates. Incumbent must have possession of a Category I Basic POST certificate and one (1) year of law enforcement experience. Incumbents regular assignment is to detention, patrol and/or investigative functions.

- In addition to performing duties assigned to Deputy I; patrols town site and rural areas of County providing traffic enforcement, citizen assistance, building security, crime deterrence, accident investigation, and the enforcement of state and local codes and/or ordinances; issues traffic citations.
- Responds to calls regarding suspicious or criminal activity, accidents, deceased persons, domestic disputes, public nuisances, mediates disputes and disturbances; administers basic first aid; assists other county departments as needed; assists other law enforcement agencies; arrests offenders.
- Plans, promotes, implements, and participates in community awareness programs that promote safety and enhance public relations.
- Maintains operation proficiencies; stays abreast of the latest information relevant to assignments and areas of responsibility.
- Participates in search and rescue efforts, may perform deputy coroner and/or resident deputy duties.
- May provide instruction and training; formally presents a body of knowledge to students in classroom settings; formally as a Field Training Officer or informally as a fellow employee orient new personnel to their work environment.

Deputy III: Under general supervision, provides law enforcement services. Incumbent must have possession of a Category I Advanced POST certificate.

- In addition to performing duties assigned to Deputy I and II: provides instruction and training; formally presents a body of knowledge to students in classroom settings; formally as a Field Training Officer or informally as a fellow employee orient new personnel to their work environment.

Qualifications: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required.*

Education and Experience: *The knowledge and ability listed may be acquired through different types of education, training and experience. An example of a typical way to acquire the qualifying knowledge and ability is listed below:*

Deputy I:

- High School diploma/GED
- Must be 21 years of age at time of hire
- Must be a Citizen of the United States at time of testing for the position
- Must not have a felony or domestic violence convictions

Deputy II:

- Deputy I requirements
- Category I Nevada POST Certification
- One (1) year of law enforcement experience

Deputy III:

- Deputy I and II requirements
- Category I Advanced Nevada POST Certification.
- 3 years of law enforcement experience

Required Certificates, Licenses, and Registrations: *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*

Deputy I:

- Category I or III Nevada POST Certification for detention facility assignments within one (1) year of employment (an additional 6 months may be extended with POST approval.)
- Nevada Class C Driver's License
- CPR and First Aid certification within six (6) months of date of employment.

Deputy II

- Deputy I requirements
- Category I Nevada POST Certification

Deputy III:

- Deputy I and II requirements,
- Category I Advanced Nevada POST Certification.

Required Knowledge and Skills:

Knowledge of: Principles and techniques of public relations and customer service; county, state, and federal laws, statutes, ordinances and court decisions related to assigned activities; agency policy, procedures, rules, regulations, mission, vision, values, and goals; principles and practices of effective interview and interrogation techniques; criminal investigation, prisoner management, and modern law enforcement principles, practices and techniques; court procedures to include case development, presentation and testifying; weaponry and associated safety practices, crowd management and law enforcement critical incident techniques, safety, security and first aid policies and procedures, county geography; computers utilizing standard and specialized software applications; and, standard office practices and procedures, including filing and the operation of standard office equipment, communicating effectively in oral and written forms.

Skills in: Implementing goals, objectives, policies, procedures, and safety standards; Interpreting, applying and explaining state laws, local ordinances, and agency regulations and policies; coping with adverse situations firmly, courteously and with respect for individual rights; crime scene preservation and collection of evidence; operating a vehicle safely and effectively in normal and emergency situations; safe and effective use of firearms, impact weapons and chemical agents; deterring and executing proper course of action under emergency conditions; using initiative and independent judgment within established policy guidelines; communicating effectively in oral and written forms; and, techniques for dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone.

Special Requirements:

- Deputy Sheriffs must be able to meet stand-by requirements to respond for emergencies to assist Eureka County.
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

Physical/Mental Demands & Working Environment: *The physical/mental requirements described herein are repetitive of those that an employee must meet to perform the essential functions of this position successfully.*

Physical ability to execute: running, climbing, standing, squatting, bending, reaching and sitting for prolonged periods of time; occasionally push, lift, or carry up to 150 pounds; strength to drag, carry, lift, or physically restrain persons and objects; traverse difficult terrain, strength, stamina, coordination and balance to stand and walk for periods. Vision in low light to: read materials, see details, use weaponry/firearm and a computer screen/terminal. Hearing and speech to communicate in person or over the telephone; and to identify tone signals. Dexterity and coordination: to write and to effectively use weaponry/firearm. Mental ability to handle stress and demands of workloads and to remain alert in confined space on all shifts. Under stress, incumbent must be able to utilize critical

thinking skills, such as logic, judgement, and reasoning. See the physical requirements percentage rating attached.

Exposure to hazards, including, but not limited to; vehicle traffic, body fluids, toxic agents, smoke, dust, fumes, heat, cold, noise, and odor. Performs duties both inside and outside; being outside occurs on a frequent basis and requires exposure to; vehicle traffic, dust, fumes, smoke, high noise levels, and extreme weather conditions.

This position description indicates, in general, the nature and levels of work, knowledge, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and applicants who Eureka County has offered employment are encouraged to discuss potential accommodations with the employer.

APPROVAL AND ACKNOWLEDGMENT OF RECEIPT

Designate Position Held:

- ☐ Sheriff Deputy I
- ☐ Sheriff Deputy II
- ☐ Sheriff Deputy III

Department Head/Supervisor: _____ Date: _____
(Signature)

*Employee: _____ Date: _____
(Signature)

*Employee signature acknowledges understanding of the essential functions and requirements of this position. Employee also acknowledges receipt of this position description.

**DEPUTY SHERIFF
PHYSICAL REQUIREMENTS**

Check if required for essential job function	Activity	Never 0%	Occasionally 1-33%	Frequently 34-66%	Continuous 67-100%
☒	Standing 1 hour plus	☐	☐	☒	☐
☒	Sitting - 1 hour plus	☐	☐	☒	☐
☒	Moving about work area	☐	☐	☒	☐
☒	Bending forward	☐	☒	☐	☐
☒	Stoop position - 1 minute plus	☐	☒	☐	☐
☒	Climbing stairs - 1 floor	☐	☒	☐	☐
☒	Crawling - hands & knees	☐	☒	☐	☐
☒	Reaching overhead	☐	☒	☐	☐
☒	Lifting/Dragging strength	# of pounds = 150 lbs			
☒	Lifting	☐	☒	☐	☐
☒	Patient Lifting (150+ pounds)	☐	☒	☐	☐
☒	Lifting Overhead	☐	☒	☐	☐
☒	Moving carts, etc.	☐	☐	☒	☐
☒	Carry items	☐	☐	☒	☐
☒	Dexterity/Coordination	☐	☐	☐	☒
☒	Keyboard Operation	☐	☐	☐	☒
☒	Rapid-mental/hand/eye coord.	☐	☐	☐	☒
☒	Operation of motor vehicle	☐	☐	☒	☐
Speech, Vision & Hearing					
☒	Distinguish colors	Yes: ☒ No: ☐			
☒	Distinguish shades	Yes: ☒ No: ☐			
☒	Depth perception	Describe: _____			
☒	Ability to hear	Normal Speech Level: Ability to Communicate in English			
☐	Other Spec. Hearing Req.	Describe: _____			
Exposure - Environmental Factors					
☒	Heat	☐	☐	☒	☐
☒	Cold	☐	☐	☒	☐
☒	Humidity	☐	☒	☐	☐
☒	Wet Area/Slippery	☐	☒	☐	☐
☒	Noise	☐	☒	☐	☐
☒	Dust	☐	☒	☐	☐
☒	Smoke	☐	☒	☐	☐
☒	Vibration	☐	☒	☐	☐
☒	Chemical Solutions	☐	☒	☐	☐
☒	Uneven Area	☐	☒	☐	☐
☒	Ladder/Scaffold	☐	☒	☐	☐
☐	Ionization	☒	☐	☐	☐
☐	Radiation	☒	☐	☐	☐
☒	Body Fluids	☐	☒	☐	☐