Agreement

between

Nye County Management Employees Association

and

Nye County

July 1, 2007 through June 30, 2010

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Article 1 - Preamble

This Agreement is made and entered into this 2nd day of January 2008, by and between the Nye County Management Employees Association (hereinafter referred to as the "Association") and the County of Nye, Nevada (hereinafter referred to as the "County").

As used in this Agreement, the term "County" shall mean the County of Nye and its Board of Commissioners, its facilities, and/or the County Manager or his/her designee; and the term "Association" shall mean the Nye County Management Employees Association or NCMEA and/or its Board of Directors or designated representatives.

Article 2 – Purpose & Intent

WHEREAS, the State of Nevada has enacted the Local Government Employee Management Relations Act, cited as Nevada Revised Statutes Chapter 288, providing for collective bargaining between public employers and their employees; and

WHEREAS, it is the intent of the County and the Association to comply with said law, through a system of employee-employer cooperation, to foster and improve the well-being of employees, and to maintain high standards of work performance on behalf of the public; and

WHEREAS, it is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of the County expressly provided for by federal law, state statutes, and local ordinances, except as expressly limited herein; and

WHEREAS, the employees in the bargaining unit covered by the Agreement have, by majority vote, stated their desire to be represented in their employment relations with the County by the Association, and the Association has been certified by the County Commissioners in accordance with the laws and rules of the State of Nevada as the representative of said employees.

NOW, THEREFORE, the County and the Association, in consideration of the mutual covenants set forth and intending to be bound by this Contract and Agreement, agree as follows:

Article 3 - Recognition

1. The County hereby recognizes the Association as the sole and exclusive collective bargaining representative of the employees assigned to the classifications listed in Section 4 below, who are eligible to be represented by the Association except as limited by Section 3 of this Article. Any proposed additions or deletions to these classifications shall be furnished to the Association for review and comment prior to any formal action by the County. Both parties recognize that the Association retains its right to appeal under the provisions of NRS 288.170.

2. When a new job classification is established or an existing one is changed, the County will provide a description, in writing, with proposed wage and bargaining unit assignment, to the Association within ten (10) working days prior to implementation. Any unresolved differences of opinion between the parties in regard to wage or

bargaining unit assignment will be subject to the grievance/arbitration procedures; provided, however, that any appeal by the Association will not stay the implementation of the new job classification.

3. County employees who are excluded from the bargaining unit are as follows:

   (a) Those employees certified to another bargaining unit under the provisions of NRS Chapter 288.

   (b) Confidential employees.

   (c) Temporary employees. For purposes of this Section, the term "temporary employee" shall mean an individual employed in a position established for a specific period of time (normally less than sixty [60] days) or for the duration of a specific project or group of assignments, but not to exceed one hundred eighty (180) days under any circumstances.

   (d) Volunteers.

   (e) Students, residents, and interns.

   (f) Probationary employees.

   (g) Part-time employees. For purposes of this Section, the term "part-time employee" shall mean an employee who is regularly scheduled to work less than twenty (20) hours per week.

4. The classifications to be included in the Nye County Management Employees unit are as follows:

   (a) Assistant Planning Director
   (b) Assistant Project Administrator
   (c) Assistant Director Public Works
   (d) Chief Deputy, Communications
   (e) Chief Juvenile Probation Officer
   (f) Community Planner
   (g) Director, Emergency Management Services
   (h) Director, Health and Human Services
   (i) Director, Management Information Systems
   (j) Director, Natural Resources
   (k) Director, Planning
   (l) Director, Public Works
   (m) Director, Senior Services
   (n) Director, NWRPO
   (o) Engineer (In Training)
   (p) Geoscience Manager
   (q) Geoscientist I
   (r) Geoscientist II
   (s) Geoscientist III
   (t) Geotechnical Representative

(u) Manager, Facility Operations
(v) Manager of Building Safety and Code Compliance
(w) Principal Engineer
(x) Road Superintendent
(y) Veteran's Service Officer

The County shall provide monthly to the Association the name, date of hire, wage rate, classification, and department of each new hire who would be eligible for inclusion in the unit. All information is furnished for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved.

Article 4 – Non-Discrimination

The County and the Association shall each apply the provisions of this Agreement equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, disability, national origin, sexual orientation, or because of political or personal reasons or affiliations. The third step of the grievance procedure and the entire discipline procedure of this Agreement do not apply and will not be followed for those matters for which the Nevada Equal Rights Commission (NERC) has jurisdiction, unless mutually stipulated by the parties.

Article 5 – Management Rights & Responsibilities

1. Except as expressly limited by NRS Chapter 288, the County retains all rights provided within NRS 288 and all powers not explicitly limited by this Agreement; such rights include but are not limited to the following:

   (a) To determine the nature and extent of services to be performed as well as the right to determine and implement its public function and responsibility, including the kind and location of facilities.

   (b) To manage all facilities and operations of the County, including the methods, means, and personnel by which the County's operations are to be conducted.

   (c) To schedule working hours and assign work.

   (d) To establish, modify, and change work schedules.

   (e) To direct the work force, including the right to hire, assign, promote, demote, or transfer any employee.

   (f) To determine the location of all work assignments, offices, and facilities.

   (g) To determine the layout and the machinery, equipment, or materials to be used.

   (h) To determine the processes, techniques, methods, and means of all operations, including changes, allocation, or adjustment of any machinery or equipment, subject to issues of safety.

(i) To determine the size and composition of the work force.

(j) To determine the policy and procedures affecting the selection or training of employees.

(k) To establish, assess, modify, and implement employee performance standards including, but not limited to, quality and quantity standards, the assessment of employee performances, and the procedures for said assessment, subject to the Americans with Disabilities Act (ADA) and issues of safety.

(l) To control and determine the use and location of County employees, property, material, machinery, or equipment.

(m) To schedule the operation of and to determine the number and duration of shifts.

(n) To determine and enforce the safety, health, and property protection measures and require adherence thereto.

(o) To transfer work from one job site to another or from one location or department to another.

(p) To introduce new, improved, or different methods of operations or to change existing methods.

(q) To lay off employees from duty for lack of work or lack of funds.

(r) To reprimand, suspend, discharge, or otherwise discipline employees for cause, subject to the Discipline and Discharge Article herein.

(s) To establish, modify, determine, or eliminate job classifications and job descriptions, and to allocate job positions to such classifications, subject to NRS 288.170.

(t) To promulgate, modify, and uniformly and consistently enforce work rules, safety rules, and regulations.

(u) To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interests of the public it serves.

(v) To contract or subcontract supplies, facilities, construction, services, maintenance, distribution, or any other work with outside entities, subject to the County's obligations to negotiate, pursuant to NRS 288.150(2).

(w) To maintain order and efficiency.

2. All rights and obligations herein are subject to the mandatory requirement to negotiation provided by NRS 288.150 and this Agreement, including all applicable issues of employee safety.

3. Notwithstanding any provision of this Agreement, the County is entitled to take whatever actions may be necessary to carry out its responsibility in situations of

emergency, such as riot, military action, natural disaster, or civil disorder. Such action may include the suspension of the Agreement for the duration of the emergency. Any action taken under the provisions of this Section shall not be construed as a failure to negotiate in good faith or as a breach of any other provision of this Agreement.

4. Consistent with the foregoing conditions and restrictions, the County shall have the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers, and employees.

5. Nothing in this Agreement limits the applicability of NRS 199.300 which prohibits the intimidation of a public employee.

6. Nothing in this Agreement limits the applicability of NRS 41.0339 which describes the circumstances under which the official attorney of a county must provide for the defense of a County employee who is sued in a civil action.

Article 6 – Employee & Association Rights

1. Neither the County nor the Association shall interfere with the rights of the employees covered by this Agreement to become or not become members of the Association and there shall not be discrimination against any such employees because of lawful Association membership or non-membership activity or status. The right to join and participate in authorized and appropriate Association functions shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative, including following consultation with the appropriate Management representative and presentation of its views to the officials of the County.

2. The employee and the employee's representative who has written authorization from the employee shall have access to the employee's personnel file, with the exception of confidential letters of reference and investigative reports of governmental agencies obtained in connection with the initial employment of the employee, or any other documents to which by law the employee cannot have access. The employee may receive a photocopy of the documents in his/her file to which s/he is entitled access. It is understood that such files shall be made available to employees during normal business hours, and that a nominal fee may be charged for copying.

3. Each employee shall be given the opportunity to read and receive a copy of any formal performance evaluation, written warning, documentation of an oral warning, or any other material of a disciplinary or derogatory nature, before such material is placed in his/her personnel file. The employee shall sign and date such material only as proof of receipt. The employee shall have the right to respond, in writing, within ten (10) working days of the date such material is placed in the employee's personnel file and to have such response placed in the file.

4. When a merit adjustment in an employee's salary is dependent upon the completion of a performance evaluation, that performance evaluation will be completed and a copy

provided to the employee within thirty (30) calendar days after the employee's anniversary date. Any increase in pay created as a result will be effective on the employee's anniversary date.

5. A non-employee representative of the Association may meet with an employee on County work premises for the purpose of preparing for a grievance or arbitration hearing during the employee's work hours, providing reasonable prior notice is given to the County Manager and such meeting does not substantially interfere with County business operations.

Article 7 – Association Rights

1. Two (2) association representatives will be designated by the Association.

2. Non-employee representatives of the Association shall be admitted to the premises of the County at reasonable times. Such visitations shall be for the reasons of the administration of this Agreement. The Association agrees that such activities shall not interfere with the normal work duties of employees and that any contact with individual employees or groups of employees, unless mutually agreed otherwise, shall take place during the employee's non-work time.

3. An Association representative shall be relieved of duty for purposes of carrying out the provisions of this Agreement, unless operational demands prohibit. Use of representative time shall not be abused by the employee and use of said time will not be unreasonably withheld by the County Manager. If the Association representative is unavailable, the employee may use an employee of his/her choice.

4. Association business shall include the investigation of grievances, representation of employees at any step of the grievance procedure, demotion/suspension/termination hearings, and attendance at Labor/Management meetings.

5. Three (3) members of the Association negotiating committee shall be granted leave from duty with full pay for all meetings held for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time when such members are scheduled to be on duty.

Article 8 – Employee Deductions

1. The County shall deduct from the wages of those employees who are members of the Association and pay over to the proper officers of the Association monies which the Association advises may be due it from such members, provided that the employee who is a member of the Association has individually and voluntarily authorized such deductions to be made. The form of authorization shall be approved by the County and the Association.

2. The Association agrees to indemnify, defend, and hold the County harmless against any and all claims or suits that may arise out of or by reason of action taken by the County in

reliance upon authorization cards submitted by the Association. The Association agrees to refund to the County any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

3. The Association will certify to the County Payroll Department, 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.

4. The County will not be required to honor for any month's deduction any authorizations that are delivered to it later than seven (7) days prior to the second (2nd) payday of the month.

Article 9 – Labor / Management Committee

1. A committee of two (2) representatives of the County and two (2) representatives of the Association shall meet as called for the purposes of:

   (a) Discussing the administration of this Agreement;

   (b) Exchanging general information of interest to both parties;

   (c) Giving the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.

2. Any issues to be discussed shall be placed on the agenda by the requesting party at least seventy-two (72) hours prior to the scheduled meeting.

3. The Labor/Management Committee shall be advisory only and shall not engage in collective bargaining or reach any agreements which amend the contract without the ratification of and by all principals.

Article 10 – Grievance & Arbitration Procedure

1. For the purpose of this Agreement, the term "grievance" shall mean an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement or appeal from disciplinary action as contemplated within Article 11 of this Agreement. For purposes of this Article, the term "work days" when used herein shall mean the days Monday through Friday, excluding recognized holidays or employee vacations. If not specifically listed as work days, all references are to calendar days. All parties agree to adhere to confidentiality policies during the grievance process.

Step 1: An employee covered by this Agreement shall first arrange an informal meeting to discuss the matter with the County Manager or his/her designee in a timely manner. The employee may request the presence of an Association representative at the meeting. The employee's request for an informal meeting must be made within five (5) working days of the employee's knowledge of the event or circumstance giving rise to

the grievance. If the grievance is not solved at **Step 1**, the employee may proceed to **Step 2** by filing a written formal grievance.

Step 2: Within five (5) working days of the informal discussion with the County Manager or his/her designee, the employee shall present to same a written grievance on the standard grievance form available from the Association. The written grievance shall contain but not be limited to the following:

(a) Employee's name.
(b) Employee's position, classification, or title.
(c) Employee's department or section.
(d) Employee's mailing address and telephone number.
(e) Statement of the nature of the grievance.
(f) Section of the Agreement alleged to have been violated or disciplinary action which is being appealed.
(g) Date of alleged violation/disciplinary action.
(h) Date of the informal discussion at **Step 1**.
(i) Proposed solution of the grievance.
(j) Signature of the employee.
(k) Date the grievance was signed by the employee.

The date and time the grievance is received by the County Manager will be recorded by that office on the grievance form. The County Manager or his/her designee will schedule a grievance meeting within ten (10) working days of receiving the formal written grievance.

The Association and Management may have up to two (2) representatives present at the grievance meeting, in addition to the County Manager or his/her designee and the grievant. There will be no limit on the number of witnesses allowed, so long as their testimony is relevant to the issue in dispute and not redundant. The County Manager or his/her designee may judge the relevancy of testimony of suggested witnesses or stipulate to their testimony.

The County Manager or his/her designee shall have ten (10) working days from the date the grievance meeting was held to give a formal response to the grievance. The final decision regarding any formal response to the grievance shall be at the discretion of the County Manager.

If the issue is not resolved following the County Manager's response at **Step 2**, the employee may request the Association to proceed to **Step 3**, arbitration. If the Association, possessing full knowledge of the facts, decides to request arbitration, the involved parties shall proceed as follows.

Step 3: The request for arbitration must be made in writing by the Association to the County Manager within five (5) working days from receipt of the formal Management response from **Step 2.**

a. The Association and the County shall mutually select an arbitrator. In the event agreement cannot be reached on a neutral, the parties agree to solicit a list of seven (7) professional neutrals from the Federal Mediation & Conciliation Service (FMCS) and alternately strike names from such a list until one name remains, which name shall be the arbitrator to serve for the case. The party to strike first shall be determined by lot.

b. In the appeal of disciplinary action, where the Arbitrator grants the full remedy requested by the appellant or sustains the disciplinary action taken by the County, the losing party shall pay all fees and expenses of the Arbitrator and court reporter. In all other cases, all fees and expenses of the arbitrator shall be shared equally by the Association and the County. In all instances, each party shall bear the expense of the presentation of its own case. In the event of a determined undue delay in the scheduling or processing of a request for arbitration, the arbitrator may reduce the amount of back pay to be awarded and require the offending party to pay all cost and fees related to the loss incurred by the complaining party as a result of the delay.

c. The arbitrator's decision shall be final and binding upon the parties. The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and no arbitrator shall have the power to modify, amend, or alter any terms or conditions of this Agreement or to make any ruling in conflict with federal or state regulations. The arbitrator shall render a written decision within thirty (30) days following the hearing.

d. The employee may select any Association Designate to be his/her representative. The Association shall, if requested, determine whether to allow a Non-Association Designate as representative of the employee and shall notify the employer and the employee. In any event, the employee will notify the employer of the identity of his/her representative as soon as the determination is made. The County shall decide who will represent Management and will so notify the Association.

2. Material considered in any grievance proceeding shall be limited to oral and written material which is related to a determination of the factual and legal issues in dispute. The employer's or employee's past performance by way of acts or failure to act may be shown by competent evidence and strict rules of evidence shall not apply. Reports, evaluations, and other written evidence may be considered upon a showing that the parties were made aware of the contents of this material.

3. The time limits for an employee to advance the grievance, after a timely grievance is filed at **Step 2**, and for Management to respond, are intended to assure an expeditious processing of a grievance. Should the employee fail to meet his/her time requirement, it will be deemed that s/he has forfeited his/her right to advance the grievance. If Management fails to respond to a grievance in a timely manner, the grievant may proceed to the next step. The preceding notwithstanding, neither party shall

unreasonably withhold agreement to extend these time limits based on the circumstances of each case.

4. During normal business hours, an employee or the employee's representative shall have access to and be entitled to copies of the employee's personnel file, with the exception of confidential letters of reference and investigative reports of governmental agencies obtained in connection with the initial employment of the employee, or any other documents to which by law the employee cannot have access.

Article 11 – Discipline & Discharge

1. 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, or discharge.

2. The employees subject to this Agreement are managers and, as such, are ultimately responsible for the effective and efficient operation of their departments or offices. The scope of "cause" for purposes of this Article shall include a proven failure to successfully manage all aspects of his/her department's or office's operations in the best interests of the County. "Cause" shall not be limited to instances of wrongdoing, but may or will include general failure or inability to assure department or office performance up to the standards set by the County Manager and/or the Board of Commissioners. Any charge brought alleging "failure to perform to County standards" will require a showing that such standards were communicated to the affected employee, in writing, in sufficient form and time to reasonably allow satisfactory compliance. Such communication shall not be required when such standards are in a job description, applicable law or regulation, or professional standard which applies to the programs, services, or operations which the employee manages for the County.

3. The level of severity of the discipline is dependent on the nature of the act and the circumstances. When a complaint against an employee does not warrant discharge, 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; or (4) suspension without pay. One or more actions of 1 through 3 may occur prior to discharge; however, the County reserves the right to omit any progressive discipline step and/or to discharge without progressive discipline, depending upon the nature and severity of the act.

4. If, at any time during the course of a meeting with a unit member, the County Manager determines that discipline may be required, s/he shall offer the employee an opportunity to reschedule the meeting to a time and place which would afford the employee the right to be represented.

5. At the time the County issues a written reprimand, it shall also provide a copy of the reprimand to the Association President.

6. The County shall notify the Association of its intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Association 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 for further investigation of the employee's response.

7. The County may not discharge an employee for cause without first giving the employee and the Association written notice of a minimum of five (5) working days prior to the action being taken.

   The written notice shall include the following:

   (a) A statement that discharge is proposed and the specific charges.

   (b) Copies of any material or documents upon which the proposed action is based.

   (c) A statement that the employee has five (5) working days to meet with the County to discuss the proposed action.

   The employee and an Association representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether they are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or for further investigation of the employee's response.

8. In cases of contemplated discharge or suspension concerning 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 suspend the employee up to ten (10) days. Following removal of the employee from the workplace, notice will be given to the Association of the action taken and the basis for such action.

9. 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.

10. Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

11. Upon written request of the employee to the County Manager, any written warnings and/or reprimands that were issued more than thirty-six (36) months prior to the request shall be removed from the employee's personnel file and shall not be used in future disciplinary matters, provided that no intervening discipline has occurred. If ensuing discipline occurs, a new period of thirty-six (36) months shall commence from the latest disciplinary action.

12. Within ten (10) days from the date that disciplinary actions of suspension without pay or discharge are implemented, the Association may appeal said disciplinary action to the County Manager. Provided that whenever a disciplinary action of suspension without pay or discharge is issued by the County Manager the Association shall not appeal to the

County Manager but may appeal to arbitration within ten (10) days of the implementation of the discipline. There shall be no appeal of oral or written reprimands.

13. Within ten (10) days of receipt of a timely filed appeal of disciplinary action, the County Manager shall reply in writing. Within ten (10) days from receipt of the County Manager's reply, the Association my appeal suspensions or dismissals to arbitration. In the event of an appeal of a written reprimand, the decision of the County Manager shall be final. The appeal must be in writing and state the basis of appeal. The procedures established in Article 10, step 3 shall apply to the arbitration proceedings.

14. All correspondence generated by the parties related to events associated with acts of discipline; i.e., notices of proposed or imposed discipline; responses to or from either party; documents being copied to personnel files and records of appeal or grievances shall, during the course of transference or transmission, be sealed and marked "confidential."

Article 12 – Probationary Period

1. All new full-time employees shall fulfill a probationary period of twelve (12) months. The probationary period is part of the selection process and shall be utilized for observing the employee's work and for securing the adjustment of a new employee to the position. During the probationary period following an original appointment and any extension of such period, employment may be terminated at any time without cause.

2. A probationary employee shall accrue benefit credit from his/her hire date.

   a. An employee shall become eligible to use sick leave upon completion of thirty (30) days of service.

   b. An employee shall become eligible to use annual leave upon completion of six (6) months of service.

   c. An employee shall be eligible to use his/her group insurance benefits at such time as is provided by the insurance plan then in effect and/or chosen by the employee.

3. New probationary employees shall not constitute a part of the bargaining unit. They may, however, join the Association.

4. Probationary employees shall receive a written performance evaluation at the completion of their third, sixth, and eleventh month of their probationary period, when applicable.

Article 13 – Temporary Transfers

1. An employee who is temporarily assigned, in writing, and accepts the full responsibilities of a position of a higher classification shall be paid for the actual hours worked, at a rate

equal to ten percent (10%) above his/her regular hourly rate or the minimum rate of the classification in which the employee temporarily is working, whichever is greater.

2. All acting pay must be approved by the County Manager or the Board of Commissioners in the absence of the County Manager.

3. Any employee receiving appointment to a position from which s/he has been serving in an acting capacity shall be credited with all time served towards completion of the twelve (12) month probationary period for regular service.

Article 14 – Hours of Work

1. The Association recognizes that the employees who are subject to this Agreement are professional managers and, as such, are compensated on the basis of performing all tasks and other duties required to assure the full, efficient, and effective operation of their offices or departments, not on the number of hours worked. The Association further recognizes that the salary schedules by which the employees are paid have been developed in a manner intended to reflect the broad scope of the employees' responsibility and the fact that the employees' ordinary work day and work week will or may consist of more than eight (8) or forty (40) hours, respectively.

2. Except as reflected below, employees shall not be entitled to overtime compensation or compensatory time for hours worked in excess of eight (8), ten (10) or twelve (12) hours in a work day or in excess of forty (40) hours in a work week.

   (a) Except when necessary to address exigent circumstances, problems, or issues, the County will not schedule staff meetings, in-house training, or orientation outside of regular business hours; nor shall an employee be required to work on a holiday, except in an emergency.

   (b) An employee who is required to work any amount of time on a holiday shall be awarded twelve (12) hours of personal leave time. If the accrued leave time cannot reasonable be used within ninety (90) days following its accrual, the County shall pay the affected employee in cash at straight time his/her hourly rate of pay.

   (c) An employee who consistently must work more than forty (40) hours per week, due to the demands of his/her managerial responsibilities, or who works an extraordinary number of hours during a limited period of time due to emergent or periodic projects or issues, may be awarded personal leave time of not more than fifteen (15) days per calendar year.

      i. An employee who believes s/he is eligible for an award under this Sub-section shall submit a personal leave award request to the County Manager.

ii. The County Manager will grant the requested award unless clear substantive evidence exists that the requesting employee fails to satisfy the qualifications noted above.

(d) Personal leave time awarded pursuant to Sub-sections (b) or (c) above shall not be annual leave or compensatory time; shall be used within ninety (90) days of award or it will be lost; and shall not be paid out in cash if the employee resigns, retires, or otherwise leaves the employ of the County before using the leave time.

3. When an employee is on approved leave, s/he will not be required to carry a pager, a cell phone, or respond to calls or messages provided s/he notices the Manager of a telephone number at which s/he may be reached in the event of an urgent need requiring immediate response and the employee notifies the County Manager, in writing, of the person assigned to "act" in his/her stead.

In the event the employee's vacation is interrupted by the County Manager as a result of circumstances contemplated by this paragraph, for each such event of interruption, the employee shall be reimbursed the amount of time actually affected but, in no event, less than one quarter of a working day.

Article 15 – Employee Education Programs

1. The County is committed to encourage and assist its employees in increasing and broadening their skills and knowledge through continued education in areas that will contribute to their job performance. To this end, and to the extent permitted by the available resources of the County, as determined by the County Manager and/or the Board of Commissioners, the County agrees to establish education and training programs and policies that will support this commitment.

2. Except when prevented by the operational needs of the County or the employee's department or office, once an employee is approved for a training program, s/he shall be allowed to take and conclude such training without interruption.

Article 16 – Miscellaneous Leaves

1. Military Leave: Military leave shall be granted in accordance with applicable state and federal laws.

2. Jury Duty: An employee who serves on a jury or appears in court on behalf of the County for any purpose, causing a loss of regularly scheduled work, shall receive regular pay for the time lost. Any compensation received by the employee for serving on a jury or appearing as a witness on behalf of the County immediately shall be submitted to the County Treasurer.

3. Leave Without Pay: Upon advance written application to the County Manager, an employee may be granted a leave of absence without pay for a period not to exceed thirty (30) calendar days, without prejudice to his/her status.

   (a) Unpaid leaves of absence will be extended only when prior to the expiration of the initial leave period, an employee requests, in writing, an extension of the leave period. The Manager may require supporting documentation as s/he may deem necessary. Extensions shall be at the sole discretion of the County Manager.

   (b) Employees shall not be required to use any paid leave prior to being granted unpaid leave.

   (c) The employee will pay all insurance premiums during his/her unpaid leave, after the first thirty (30) days.

4. Voluntary Emergency Services: Pursuant to the provisions of the law, any employee member of a volunteer emergency service called to duty during his/her regular hours of work shall be released for all hours required without loss of usual pay or benefits.

   (a) Where the emergency service of which the employee is a part operates on a voluntarily established and preset schedule for "on-call" (i.e., carrying a beeper or otherwise being designated as first to be called out on an emergency), that employee shall not volunteer or otherwise allow him/herself to be scheduled as "on-call" for such volunteer emergency service during his/her normal working hour, without the approval of the County Manager.

   (b) If the employee is a part of a general nonscheduled pool of volunteer emergency service personnel and is called out, or if the employee is not "on-call" for a scheduled service but nonetheless is called out by that service due to unforeseen circumstances, the employee shall be released for all hours required without loss of usual pay or benefits.

Article 17 – Retirement Contributions

1. The County and the Association agree that all eligible employees shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.

2. The County will pay the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS 286. Any increase in the percentage rate of the retirement contribution above the rate set forth in NRS 286 on May 19, 1975, shall be borne equally by the County and the employee except as otherwise provided herein and shall be paid in the manner provided by NRS 286. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half of the percentage decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective. For

the increase effective July 1, 2003, the County agrees to absorb the entire adjustment in lieu of a salary increase additional to that reflected in Article 27 below.

3. In the event that the retiree is eligible for Medicare benefits and is also eligible to receive continued health, dental and vision coverage from Nye County through retirement benefits, the County may opt to provide that coverage through an alternative benefit plan provided and administered through the County's insurance carrier at the time. At no time will the coverage provided through the alternative plan be less than that of the current plan offered County employees.

4. The term "retirement contribution" does not include any payment for the purchase of previous credit service on behalf of any employee.

5. Upon retirement from service with Nye County, and as defined by PERS, the County shall pay all or part of the health insurance premium, including dental and vision care, at the percentage amounts prescribed below, based upon years of service and date of hire. The County shall not provide life insurance benefits for employees who retire on or after July 1, 2007.

   a. For employees whose date of hire into regular positions with Nye County is before April 20, 1999, and who has completed seven (7) years of service without a break in service of more than two (2) years since his/her most recent date of hire to regular County employment, the County shall pay 100% of the amount paid by the County for "employee only" health insurance premium, as that amount may change from time to time.

   b. For employees whose most recent date of hire into regular positions with Nye County is on or after April 20, 1999, the County will pay the percentage of the "employee only" insurance plan provided by the County indicated below for employees who have completed the years of service indicated.

Minimum Years of Service Completed	% of Premium Paid by the County
Fifteen	50%
Twenty	75%
Twenty-five	100%

The provisions of this paragraph cannot be re-opened for negotiations by either party without the consent of the other party until the year 2009.

Article 18 – Service Connected Disability

1. All eligible employees shall be covered by a workers' compensation program of the County's choice that conforms to the provisions of the Nevada Industrial Act (NRS 616), the Nevada Occupational Diseases Act (NRS 617), and the Public Agency Compensation Trust (PACT).

2. In the event that an employee is injured and has applied for benefits under the PACT, the employee must use accrued sick leave during the qualifying waiting period. If the employee does qualify for benefits after the waiting period, the sick leave days used will be returned and credited to the employee. If the employee does not qualify, then the employee must continue to use sick leave while absent from work.

3. In the event an employee is absent due to a job-related injury or illness which has been approved by the PACT, the employee may receive compensation as determined by the PACT plus that amount from the County which would cause the total amount received by the employee from both the PACT and the County to equal his/her salary at the time of his/her injury, for a period not to exceed sixty (60) working days. During this period, the employee shall not be charged with the use of sick leave or state retirement benefits.

4. It is the intent of the County to pay the on-the-job injured/ill employee the difference between his/her full bi-weekly base salary and that provided by PACT. Therefore, the employee shall return to the County all temporary total disability payments made by the PACT for the sixty (60) day period listed in Section 3 of this Article. No supplemental benefit provided for in Section 3 shall be given until after the employee has deposited his/her lost time benefit check with the County. Upon expiration of the sixty (60) working days, if the employee is still unable to work, s/he may elect to use accrued sick leave.

5. When accrued sick leave has expired, and the injured/ill employee is still unable to return to work, s/he will then be permitted to use accrued vacation leave. Subsequent to the expiration of both the employee's sick and vacation leave, the employee shall receive compensation checks directly from the PACT, and s/he shall be considered to be on a leave of absence without pay from the County.

6. All paid leave will accrue during injury leave only to the extent that the employee is on any form of paid leave.

Article 19 – Alternate Income Investment Plans

The County agrees to make available a tax sheltered annuity program and/or a deferred compensation plan for the employees as provided for in the Internal Revenue Code. Contributions shall be paid solely by the employees and the County shall not be responsible for any outcome from such investments.

Article 20 – Health & Safety

1. The County will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with all laws and regulations applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the County.

2. Any medical reports, dental reports, or examination the County requires of an employee beyond those normally provided to the employee by the employee's usual medical or dental provider shall be paid by the County.

Article 21 – Sick Leave

1. Employees are entitled to sick leave with pay. Sick leave shall accrue at the rate of ten (10) hours for each month of service for full-time employees. Unused sick leave shall continue to be carried over and added to the next accumulation, without a maximum total accrual amount.

2. Prior to the use of sick leave, an employee who is ill or unable to work for any reason shall notify his/her Department Head, or the County Manager or his/her designee. In the case of a continuing illness, the employee shall continue to notify his/her Department Head, or the County Manager or his/her designee on a daily basis of his/her inability to report to work.

3. Sick leave with pay may be used by employees who:

   (a) Are incapacitated by illness or injury from the performance of their duties or whose attendance is prevented by public health requirements; or

   (b) Are required to absent themselves from work to attend to the death of a family member who is within the third degree of consanguinity or affinity; or

   (c) Are required to absent themselves from work to personally care for a member of their family who are listed as a: spouse, child, father, mother, father-in-law, mother-in-law, foster child, stepchild, brother, sister, or grandparents.

4. An employee who has completed at least five (5) years creditable longevity service shall be compensated for a percentage of his/her accrued sick and disability leave upon separation from service due to resignation, retirement, disability, or death. If the separation is due to death of the employee, the compensation due will be paid to the beneficiary(ies) designated by the employee. The compensation shall be equal to the number of hours of accrued sick and disability leave, up to a maximum of 1,000 hours, multiplied by the appropriate percentage of accrued sick and disability leave which is eligible for compensation (see table below), multiplied by the employee's hourly salary at the time of separation from service.

Completed Years of Creditable Longevity Service	Percentage of Accrued Sick Leave Eligible for Compensation
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%
11	52.5%
12	55%
13	57.5%
14	60%
15	62.5%
16	65%
17	67.5%
18	70%
19	72.5%
20 or more	75%

If an employee so chooses, immediately preceding retirement directly from County employment into the P.E.R.S. system, he/she may elect to convert all of his/her accrued sick leave compensation provided for within the credit schedule listed above into service credit with Nye County, consistent with the procedures and regulations of the Public Employees Retirement System.

5. If an employee uses forty (40) hours or less of sick leave from the first pay period in January through the last pay period in December, the employee shall be entitled to exchange twenty-four (24) hours of sick leave for (24) hours of additional annual leave. For purposes of this provision, the first sixteen (16) hours of sick leave per each occurrence used for attendance at a funeral shall not be counted.

6. Pursuant to the provisions of Public Law 103.3, effective August 5, 1993, family and medical leaves are defined and will be granted as follows:

   (a) Family leave is a period of paid and/or unpaid leave up to twelve (12) weeks during a "rolling" twelve-month period measured backward from the date an employee uses any federal Family and Medical Leave Act (FMLA) leave. FMLA leave will be granted for the birth of, adoption of, assuming foster care of, or in some other legal fashion becoming the guardian of a child generally under the age of eighteen (18) years.

   (b) Medical leave is a period of paid and/or unpaid leave up to twelve (12) work weeks during any twelve-month period required to medically care for a spouse, son, daughter, parent, or oneself.

7. Catastrophic Leave Pool: Employees may contribute unused sick leave to a pool for use by other eligible employees in the bargaining unit under the following circumstances:

   (a) The employee making the donation must have five (5) years of service with the County and must have two hundred forty (240) hours of accrued sick leave in his/her own sick leave account after the donation has been made.

   (b) An employee must donate a minimum of eight (8) hours and may not donate more than eighty (80) hours in any year.

   (c) An employee cannot make more than two (2) donations in any year.

   (d) All donations must be made in writing.

   (e) All donations go into a pool for use by any eligible employee.

8. All donations placed into the pool will be converted to a money value based upon the current base hourly salary of the employee making the donation. All withdrawals will be charged to the pool based upon the base hourly salary of the employee withdrawing leave from the pool.

9. Employees may withdraw leave from the pool for use under the following circumstances:

   (a) The individual has at least one (1) year of service as a regular employee and is eligible to use sick leave for the absence.

   (b) The employee has used all available paid leave time for which s/he is eligible (including sick leave, vacation, paid holiday time, and compensatory time off).

   (c) The absence is not the result of an on-the-job injury or occupational disease.

   (d) The employee presents a doctor's certification that s/he cannot perform the regular duties of his/her job or a set of modified duties offered by the County.

   (e) The medical condition necessitating the leave is life threatening and requires a lengthy convalescent period.

   The maximum amount of time for which an employee may draw leave from the pool is six (6) months.

Article 22 – Holidays

1. The County and the Association agree that the following legal holidays will be observed:

(a) New Year's Day:	January 1
(b) Martin Luther King Day:	Third Monday in January
(c) President's Day:	Third Monday in February
(d) Memorial Day:	Last Monday in May
(e) Independence Day:	July 4
(f) Labor Day:	First Monday in September
(g) Nevada Day:	Last Friday of October

(h) Veteran's Day: November 11
(i) Thanksgiving Day: Fourth Thursday in November
(j) Family Day: Friday following the Fourth Thursday in November
(k) Christmas: December 25

a. Any day that may be declared as a legal national holiday by the President of the United States.

b. Any day that may be declared a legal holiday by the governor of the State of Nevada.

2. If any of the above holidays fall on Sunday, the following Monday shall be considered as the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday.

3. An employee, in order to be entitled to a legal holiday as provided, shall be on pay status on his/her scheduled work day immediately preceding and immediately following such holiday.

Article 23 – Annual Leave

1. The County and the Association agree that annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.

2. An employee shall be eligible to take annual leave after six (6) months on the job and thereafter with the approval of his/her supervisor.

3. The maximum annual leave accrual allowed on December 31 of each year is two hundred forty (240) hours. If operational demands prohibit the taking of accrued annual leave, effective on December 31 of each year, a maximum of one hundred twenty (120) hours of annual leave accrued that exceeds two hundred forty (240) hours will be converted to cash at the affected employee's hourly rate and paid to such employee by separate check on the second pay day of the first pay period of the calendar year. Any hours of annual leave in excess of two hundred forty (240) hours which have not been used by the end of the day December 31 of any year and that exceed 360 hours shall be forfeited by the accruing employee. Only two hundred forty (240) hours of accrued annual leave shall be carried over into any new calendar year.

4. Upon approval by the County Manager, advanced annual leave may be granted. In no case shall more than forty (40) hours of advanced annual leave be granted to an employee. If an employee terminates employment with the County prior to repaying the unearned advanced leave, the amount of the remaining unearned advanced leave shall be deducted from the employee's final paycheck.

5. Full-time employees shall accrue annual leave monthly, as follows:

Length of Service	Hours Accrued
Hire date to 5th anniversary date	10

5th anniversary date to 10th anniversary date	12
After the 10th anniversary date	14

Article 24 - Longevity

1. An employee hired prior to July 3, 1985 who has completed four (4) years of continuous creditable employment with the County shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed twenty percent (20%).

2. An employee hired after July 3, 1985 who has completed four (4) years of continuous creditable employment with the County shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed ten percent (10%).

3. An employee hired after April 20, 1993 who has completed six (6) years of continuous creditable employment with the County shall receive longevity pay at the rate of one-half of one percent (½ of 1%) per annum of his/her base salary, not to exceed ten percent (10%).

4. An employee hired after April 20, 1999 who completes eight (8) years of continuous employment shall receive longevity pay. Upon completion of eight (8) years of continuous service, the employee shall receive an additional four percent (4%) of his/her bi-weekly base salary. For each year of continuous service thereafter, the employee shall receive an additional one-half of one percent (1/2 of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached.

Note: Under paragraphs 3 and 4 above, an employee who has completed eight (8) or more years of continuous service will receive the same amount of longevity pay each year. Example: Under paragraphs 3 and 4, an employee who has completed ten (10) years of continuous service will have five percent (5%) in longevity pay added to his/her base rate of pay.

Article 25 – Insurance

1. The County and the Association agree that, effective the first month following thirty (30) days of employment, the County will pay the cost of group health, dental, vision, and $100,000 of term life insurance for each individual employee covered by the provisions of this Agreement. The medical benefit levels will be equivalent to those delineated in and provided by the County's insurance carrier at the time.

2. The County shall pay the following amounts toward the cost of dependent health insurance purchased by the County through the County's group insurance plan by current employee:

For coverage of a spouse only	$143.75/month
For coverage of a child or children only	$108.75/month
For coverage of a full family	$152.50/month

3. The parties acknowledge that the insurance companies may not offer one or both existing plans at the time of renewal. In the event that the current plan becomes unavailable at renewal time, the parties agree to meet to select a replacement plan. The replacement plan shall provide as close to current benefits as is practical and available.

4. In the first paycheck of April 2008, 2009 and 2010 the County shall reimburse each employees for actual reported medical expenses, documented as being applied to the employee's deducible, up to $500 for the prior calendar year ending.

5. Because of the extensive travel often times associated with access to a doctor's care, employees may utilize up to three (3) days (twenty-four (24) hours for eight (8)-hour shift personnel and thirty (30) hours for ten (10)-hour shift personnel) per insurance year of sick leave for attendance at a specialist, vision, or dental doctor's office/laboratory outside of the community where the employee lives, when such service is not available in the community within a reasonable period of time, without such days being considered "use" for purposes of Article 21, paragraph 5 herein.

Article 26 – Salary Step Adjustment

1. Salary step adjustments must be recommended by the employee's department head and approved by the County Manager. Salary step adjustments are based on job performance.

2. Employees who meet all of the performance requirements of the position and comply with all of the County rules, regulations, and policies will be eligible for a one-step increase within the salary grade to which their classification has been assigned, upon completion of each year's service as indicated by the employee's service date. Such eligibility will continue until the employee is at the top step of the salary range.

   The date on which an employee becomes eligible for consideration for step advancement is known as the anniversary date. When approved in writing, step advancements will become effective at the beginning of the pay period in which the employee's anniversary date occurs.

3. An employee whose performance is considered to be outstanding may be eligible to be considered for advancement of one salary step within the allocated salary grade after completing at least six (6) months in the present step. Any decision by the County Manager to grant an outstanding step adjustment increase must be fully justified in writing. No employee shall receive an outstanding step increase of more than one step within a twelve (12) month period from the date of the award of such increase.

4. In the event and at any time a determination is made and the parties agree that an employee is being paid at a rate that exceeds the top step in the range for his/her class, a meeting will be convened wherein an agreement shall be pursued to decide whether such employee shall be Y-rated (frozen) at his/her current rate of pay until the top step of the salary range for the employee's new class equals the employee's current base rate of pay. Failure to reach an agreement shall result in the pursuit of mediation

through the auspices of the Federal Mediation & Conciliation Service to seek an agreement.

5. When a step advancement is delayed solely through administrative delay or clerical error, the proper adjustment shall be made retroactive to the date it was originally due at a point no later than two (2) weeks beyond the scheduled due date. If two (2) weeks following an employee's anniversary date, the County has not completed a formal evaluation of an employee who would otherwise have been eligible for a step increase, the County will move the employee to the next step in the salary range effective the first of the next pay period. If the evaluation is later completed of the employee's performance, and the evaluation shows the employee was not eligible for the step increase, the employee shall be returned to his/her previously-held step in the salary range. The employee shall not be required to repay the County for the compensation previously paid.

Article 27 - Wages

1. The County and the Association agree that the wages paid eligible employees shall reflect a four percent (4%) increase effective July 1, 2007. The wage table shown in Addendum B reflects this increase. Job classes are assigned as shown in Addendum A. Effective July 1, 2008, the wages paid eligible employees shall reflect an equal increase to the change in the CPI, Urban Wage Earners, West C, from May 1 of that applicable year to April 30 of the following year plus one percent (1%). Effective July 1, 2009, the wages paid eligible employees shall reflect increases equal to the change in the CPI, Urban Wage Earners, West C, from May 1 of that applicable year to April 30 of the following year.

   a. The wage table shown in Addendum B will reflect five and one quarter percent (5.25%) between grades and steps.

   b. Effective July 1, 2007 pay attached to positions on the wage table shown in Addendum A will be adjusted to reflect the change in section 1.

   c. Effective July 1, 2007, Incumbents below Grade 15 on Addendum A will be moved to Grade 15 at the first step that results in a wage increase.

   d. Effective July 1, 2007, the following positions will be moved: Road Superintendant to Grade 21 and Chief Deputy, Communications to Grade 17.

   e. Effective July 1, 2007 Addendum B will reflect an additional step, known as step 7.

   f. Effective July 1, 2008 Addendum B will reflect an additional step, known as step 8.

2. The County recognizes that from time to time certain employees may be under an unusually heavy workload on-call schedule. The County Manager may, from time to

time, in his or her absolute discretion, designate one or more employees to be in heavy workload or heavy on-call (HWOC) status. The County Manager may also, in his or her absolute discretion remove the HWOC designation from any employee at any time. The County Manager's decision to bestow the HWOC designation or remove the HWOC designation shall not be grievable and shall not be covered by the Grievance and Arbitration Procedure in Article 10 of this Agreement.

For each full pay period while in HWOC status the employee shall receive a payment of $250.

Article 28 - Travel

1. Employees shall be reimbursed for their necessary living expenses incurred while traveling on County business, as follows:

   a. For in-state travel, the cost of meals shall be reimbursed in an amount certain: eight ($8.00) dollars for breakfast; ten ($10.00) dollars for lunch; and sixteen ($16.00) dollars for dinner.

   b. For pre-approved out-of-state travel, the cost of meals shall be reimbursed in an amount certain: ten ($10.00) dollars for breakfast; fifteen ($15.00) dollars for lunch; and twenty ($20.00) dollars for dinner; provided, however, that should the cost of meals purchased during out-of-state travel exceed these allowances, the employee may apply to the Board of Commissioners for a variance on the allowances by submitting such request with the original receipts for the expenditures. If the Board determines the actual amount of the meals purchased to be reasonable and necessary, the Board may approve the variance and the employee shall be reimbursed for the actual amount of those meals.

   c. Except as provided in "b" above, receipts for the actual costs of individual meals will not be required. Employees will not be reimbursed for any expenses incurred for meals in excess of the above-listed amounts certain; nor will they be required to refund to the County any portion of those amounts certain not actually used to purchase meals. An employee who does not request and receive an advance for travel expenses shall be reimbursed for the cost of meals in the amounts certain listed above, upon submission of a travel claim.

   d. Except as provided in "g" below, an employee shall be entitled to reimbursement for the cost of breakfast if s/he leaves the municipality in which his/her principal work site is located prior to 6:00 a.m. and does not return to such municipality prior to 10:00 a.m.

   e. Except as provided in "g" below, an employee shall be entitled to reimbursement for the cost of lunch if s/he leaves the municipality in which his/her principal work site is located prior to 10:00 a.m. and does not return to such municipality prior to 2:00 p.m.

f. Except as provided in "g" below, an employee shall be entitled to reimbursement for the cost of dinner if s/he leaves the municipality in which his/her principal work site is located prior to 4:00 p.m. and does not return to such municipality prior to 8:00 p.m.

g. No reimbursement shall be allowed for any meal which is provided or made available to an employee as a part of the cost of a meeting, class, or other function, regardless of whether the employee partakes of the provided meal or purchases his/her meal elsewhere.

h. Moderate cost lodging should be arranged at the meeting/training site when possible. If moderately priced rooms are not available at the meeting/training site, then a moderately priced room near the meeting/training site should be rented. Reimbursement will be based on the cost of a single room, if available. Any additional cost for spouse or family must be deducted from the official's or employee's reimbursement request. The actual cost of lodging will be reimbursed and a receipt must be submitted with all requests for reimbursement of lodging costs. If the employee arranges lodging with family or friends, each night's stay will be reimbursed at the rate of twenty-five dollars ($25.00), no receipt will be required, no advance will be given, and the reimbursement will be made upon submission of a travel claim.

i. If an employee is requesting an advance for his/her per diem travel expenses and the travel includes lodging costs, the employee must include a copy of the confirmation of hotel/motel reservation, with the exact cost for the lodging, with his/her request for the advance on per diem travel expenses. The advance will be made for the meals, as outlined above, and the exact cost of the lodging (for a single room, unless not available, as outlined in "g" above). The receipts for advances on lodging costs are to be submitted following any travel in which an advance was provided for hotel/motel costs.

j. If a reservation is not honored or other circumstances beyond the control of the employee occur, and the employee obtains lodging at a higher rate than the advance for travel expenses, the employee may seek reimbursement for said additional cost by submitting a receipt for the lodging, together with an explanation and/or documentation for the failure to obtain lodging in the original advanced amount.

k. If an employee carries a County credit card, s/he may use it for travel expenses only to the extent allowed by this Resolution (i.e., actual cost for lodging and the sum certain for the meals set out above). Credit card receipts must be retained and turned in for anything charged on said cards. The credit cards shall not be used for travel expenses if the employee has requested and received an advance for his/her travel expenses.

2. The County will attempt to make a County vehicle available for official use to employees when so required. If there are no County vehicles available and the employee must use

a personal vehicle, the employee will be reimbursed for use of his/her private vehicle at the per mile rate set by the Nevada Legislature for state employees and officials. In the event a County vehicle is available but the employee chooses to use a private vehicle, s/he will be reimbursed at the per-mile rate set by the Nevada Legislature for use of a private conveyance for reasons of personal convenience.

If an employee chooses to travel by air in lieu of available ground transportation, either commercial or private, the reimbursement for commercial air travel must be by the actual invoice and have prior approval of the County Manager. Reimbursement for private air travel shall not exceed the road mileage times the automobile reimbursement rate for County business.

Article 29 – Layoff Procedure

1. A layoff is defined as an involuntary separation from employment due to lack of work or lack of funds asserted by the County Board of Commissioners. A layoff does not reflect discredit upon the employee.

2. When the County Board of Commissioners or its designee proposes to eliminate a County-funded position which is currently filled, the following procedures will be implemented:

   a. The County shall give written notice to the Association at least twenty (20) calendar days prior to notifying any employee of the proposed effective date of elimination of the position(s).

   b. The County shall give written notice to the employee at least ten (10) working days prior to the proposed effective date of elimination of the position, stating the reason(s) for eliminating the position. The County may, at its option, provide the employee with ten (10) days of pay in lieu of the ten (10) day's notice.

Article 30 – General Savings Clause

1. If any provision of this document or any application of the document to any person or persons covered herein is found to be contrary to federal law or the Nevada Revised Statutes, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. if there is any change in federal law or the Nevada Revised Statutes that would invalidate or supplement any provision of this Agreement, excluding changes in Chapter 288, Nevada Revised Statutes, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.

2. in the event Chapter 288 of the Nevada Revised Statutes is amended, the parties, through a committee of not more than four (4) representatives each, will meet within thirty (30) days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

Article 31 – Moving Expenses

If an employee is transferred from Pahrump to Tonopah or from Tonopah to Pahrump, the employee shall have his/her reasonable moving expenses paid to a maximum of $2,000.00 and living expenses paid by the County for a period not to exceed thirty (30) calendar days if s/he is not given at least thirty (30) calendar days notice of the change in assignment. The reimbursement shall be made for days worked at the new work site from the date of notice to the employee until thirty (30) calendar days have elapsed. If the employee voluntarily leaves County employment sooner than one (1) year after the date of transfer, the employee shall repay to the County all money which it had paid to the employee to reimburse moving expenses.

As a condition of the moving expense reimbursement, the employee shall be required to execute authorization for the County to withhold the amount of reimbursement (or a portion thereof) from the employee's final paycheck.

Article 32 – Term of Agreement

1. This Agreement shall be effective July 1, 2007, and shall remain in effect until the last day of June 2010.

2. It is agreed that, prior to each of contract years 2008/2009 and 2009/2010, and consistent with the provisions of NRS 288, each party may reopen up to two (2) economic and two (2) non-economic subjects for renegotiation. Should either party elect to reopen one or more subjects, the other party shall have thirty (30) days following receipt of written notice to notify the other party of any articles it wishes to reopen.

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

In Witness Whereof, the County and the Association have caused these presents to be duly executed by their authorized representatives, effective this 2nd day of January 2008

Nye County Management
Employees Association

By: Brent Jones, President

Nye County, State of Nevada
Board of Commissioners

By: Gary Hollis, Chairman

ATTEST:

Sandra "Sam" Merlino, Nye County Clerk
and Ex-Officio Clerk of the Board

Addendum A – Represented Classifications

Grade	Classification
15	Director, Senior Services
	Geoscientist I
	Veterans Services Officer
	Chief Juvenile Probation Officer
	Director, Health & Human Services
16	Assistant Project Administrator
17	Chief Deputy, Communications
	Geoscientist II
	Engineer (In Training)
19	Geoscientist III
21	Assistant Planning Director
	Community Planner
	Director, Emergency Management Services
	Director, Management Information Systems
	Director, Natural Resources
	Geoscience Manager
	Manager, Facilities Operations
	Manager of Building Safety & Code Compliance
	Principal Engineer
	Road Superintendent
22	Geotechnical Representative
24	Director, NWRPO
	Director, Planning
26	Director, Public Works

July 1, 2007 through June 30, 2008 Represents 5.25% between grades and step & 4% wage adjustment							
Grade	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
15	$ 26.03	$ 27.40	$ 28.84	$ 30.35	$ 31.94	$ 33.62	$ 35.39
16	$ 27.40	$ 28.84	$ 30.35	$ 31.94	$ 33.62	$ 35.39	$ 37.24
17	$ 28.84	$ 30.35	$ 31.94	$ 33.62	$ 35.39	$ 37.24	$ 39.20
18	$ 30.35	$ 31.94	$ 33.62	$ 35.39	$ 37.24	$ 39.20	$ 41.26
19	$ 31.94	$ 33.62	$ 35.39	$ 37.24	$ 39.20	$ 41.26	$ 43.42
20	$ 33.62	$ 35.39	$ 37.24	$ 39.20	$ 41.26	$ 43.42	$ 45.70
21	$ 35.39	$ 37.24	$ 39.20	$ 41.26	$ 43.42	$ 45.70	$ 48.10
22	$ 37.24	$ 39.20	$ 41.26	$ 43.42	$ 45.70	$ 48.10	$ 50.63
23	$ 39.20	$ 41.26	$ 43.42	$ 45.70	$ 48.10	$ 50.63	$ 53.28
24	$ 41.26	$ 43.42	$ 45.70	$ 48.10	$ 50.63	$ 53.28	$ 56.08
25	$ 43.42	$ 45.70	$ 48.10	$ 50.63	$ 53.28	$ 56.08	$ 59.03
26	$ 45.70	$ 48.10	$ 50.63	$ 53.28	$ 56.08	$ 59.03	$ 62.13
27	$ 48.10	$ 50.63	$ 53.28	$ 56.08	$ 59.03	$ 62.13	$ 65.39
28	$ 50.63	$ 53.28	$ 56.08	$ 59.03	$ 62.13	$ 65.39	$ 68.82
29	$ 53.28	$ 56.08	$ 59.03	$ 62.13	$ 65.39	$ 68.82	$ 72.43
30	$ 56.08	$ 59.03	$ 62.13	$ 65.39	$ 68.82	$ 72.43	$ 76.24
31	$ 59.03	$ 62.13	$ 65.39	$ 68.82	$ 72.43	$ 76.24	$ 80.24