Nye County Association of Juvenile Probation Officers

JPO Agreement

July 1, 2012 – June 30, 2014

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Article 1 - **Preamble / Intent**

The County of Nye is engaged in furnishing essential public services vital to the health, safety, and welfare of the population of the County; and

Both the County and its employees give a high degree of responsibility to the public in so serving the public without interruption of essential services; and

Both parties recognize this mutual responsibility; they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the County and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable, and peaceful labor relations between the County and its employees; and

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/or local ordinances, except as expressly limited herein; and

The parties have reached an understanding concerning wages, hours, and conditions of employment and have caused the understanding to be set out in this Agreement.

Article 2 - Recognition

1. Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes, as amended, the County of Nye, hereinafter referred to as the "County," recognizes the Nye County Employees Association, hereinafter referred to as the "Association," as the exclusive representative of those regular full-time and regular part-time employees assigned to the classifications listed in Addendum C, excluding those employees listed in paragraph 3 below. The Association makes this Agreement in its capacity as the exclusive bargaining agent for the employees in the bargaining unit.
2. 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.
3. County employees who are excluded from the bargaining unit are as follows:
    a. Those employees certified to another bargaining unit;
    b. Part-time employees working less than twenty (20) hours per week;
    c. Seasonal employees;
    d. Temporary employees – a temporary employee is defined as an employee hired to fill a position having a working life of no more than 1040 hours in a twelve (12)-month period;
    e. Elected officials;
    f. Volunteers; and
    g. Confidential employees as defined in NRS 288.170.

Part-time employees shall be entitled to leave benefits prorated based upon the number of hours the employee is regularly assigned to work. Temporary employees are not covered by the terms of this Agreement.

Probationary employees are included in this Agreement except for purposes of appeals on disputes related to discharge for failure to successfully complete a probationary period.

4. The County shall provide monthly to the Association the name, classification, and department of each new hire by the County who would be eligible for inclusion within the unit, as well as the names and classifications of those employees whose employment has been terminated. The Association will also be provided the names of any employees being reclassified, transferred, or promoted, including the date of the action, as well as the classification and department upon completion of the action. 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 3 - Non-Discrimination

The County and the Association, and any other party bound by this Agreement shall each apply the provisions of this Agreement equally to all employees in the Association without discrimination on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, or because of political or personal reasons or affiliations, except in cases of bona fide occupational qualifications.

Article 4 - Employee & Association Rights

1. The County and the Association agree that employees eligible for membership in the Association shall have and shall be protected in the exercise of their right freely and without fear of penalty and reprisal, to form, join, and participate in authorized and appropriate Association functions. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association Officer or Representative, including consultation with the appropriate management representatives and presentation of its views to the officials of the County. The County shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this section.

2. The County agrees to furnish one bulletin board or bulletin board space, of sufficient size, in each County building, as follows, for Association business of a reasonable and judicious nature: Pahrump complex; Road Department-Tonopah; Beatty location; Justice Court-Tonopah; Court House-Tonopah; Administration Building-Tonopah; Public Works Department; Planning Department; Sheriff's office locations and any other facility where there are more than five (5) employees assigned. In addition, the Association may send one mass email per month to the bargaining unit for the limited purpose of sending meeting and business notices. All such emails shall be provided to the Human

Resources Department for distribution via the County email system and shall be sent out by the Human Resource Department within one working day from the day of receipt.

3. All notices, which appear on the Association's bulletin boards, shall be posted by the highest-ranking local Association official in the bargaining unit and shall relate to items of interest to the members. Association notices relating to the following matters may be posted without the necessity of receiving the County management representative's prior approval:

   a. Association recreation and social affairs;

   b. Notice of Association meetings;

   c. Association officers and committee appointments;

   d. Notice of Association elections;

   e. Results of Association elections;

   f. Reports of standing committees; and

   g. Association publications, which do not address matters of a political nature, related to local, state, or federal agencies.

4. All other notices of any kind not covered by "a"-"g" above must receive the prior approval of the County Manager. A copy of all material to be placed on the bulletin boards shall be furnished to the County Manager's Office at the time of posting. The County reserves the right, following notification to the Association President, to remove controversial and/or inflammatory items from the bulletin boards. It is also understood that no material may be posted on bulletin boards or sent to County email addresses at any time which contain the following:

   a. Personal attacks upon any other member or any other employee;

   b. Scandalous, scurrilous, or derogatory attacks upon the County administration;

   c. Attacks on any other employee organization, regardless of whether the organization has local membership; and

   d. Attacks on and/or favorable comments regarding a candidate for a partisan political office with County government.

5. The Association will designate association representatives. The number of representatives allowable will be determined in the following manner:

   a. The Association may designate up to eleven (11) representatives to perform normal Association representative duties as defined in the Agreement. There may be up to three (3) additional Association representatives that are to be assigned to work locations that would not otherwise have a representative.

b. The Association shall notify the County, in writing, of the names of the representatives and their respective jurisdictional areas, within thirty (30) calendar days of the effective date of any such designation.

6. Association representatives, or their alternates, shall be granted reasonable time off during regularly-scheduled working hours, without loss of pay or other benefits, to investigate and process grievances and to attend pre- or post-termination hearings, when such activities do not interfere with departmental operations.

   a. All representatives shall notify their supervisors or designees prior to the time they wish to conduct appropriate business and shall be relieved of duty with pay for the time requested unless operational demands preclude permission to leave the work location being granted.

   b. Use of representative time off with pay as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the supervisor or designee.

   c. The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties. Association representatives must check in with an employee's supervisor or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

7. Association business shall include the investigation of grievances, representation of employees at any step of the grievance procedure, and pre- or post-termination hearings. Only one (1) representative shall be allowed to investigate a grievance or represent an employee regardless of the number of employees involved in a particular grievance.

8. Up to two (2) non-employee representatives 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 employee's supervisor and such meeting does not substantially interfere with County business operations. Other Association business conducted by non-employee representatives must be conducted during the employee's work break or lunch period. Representatives must notify and obtain permission from the employee's immediate supervisor or designee before entering the work area during working hours. Upon entering the work area during breaks or lunch periods, representatives must identify themselves and make arrangements to meet with a particular employee.

9. Association members shall be allowed to use accrued vacation leave, accrued compensatory time, or be granted a leave of absence without pay to attend conferences, legislative sessions, or conventions, unless operational demands preclude such leave being granted.

10. Four (4) 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. No overtime will be paid as a result of participation at such meetings

11. The Association President will be released, with pay and without charge to accrued leave time, to respond to the mutual business of the parties regarding investigation of complaints, attendance at special meetings authorized by this Agreement, and attendance at Board of Commissioners meetings wherein matters having direct relationship to the duties and responsibilities of the Association are discussed. Release time for these purposes will not be abused nor unreasonably withheld.

Article 5 - 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 any 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 County agrees not to honor any check off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purposes of negotiations for wages, hours, working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee Management Relations Board.

3. 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 by the County in reliance upon any authorization cards submitted by the Association to the County. 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.

4. Dues deduction authorization and revocation rights and procedures will be referenced on the Membership Application and Dues Deduction Authorization Card.

5. The Association will 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.

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

7. If an employee transfers to another bargaining unit position from one County department to another, s/he shall be continued on the dues deduction rolls.

Article 6 - Labor / Management Committee

1. The Labor/Management Committee shall be composed of three (3) members representing the Association and three (3) members representing management. Association committee members shall be appointed by the Association, and management committee members shall be appointed by the County Manager. Members of the committee shall serve at the pleasure of the appointing party. The committee shall meet whenever the need arises or upon the call of either party at a date and time mutually agreed upon. The meetings shall be for the purpose of:

    a. Discussing the administration of this Agreement;

    b. Exchanging general information of interest to the parties; and

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

2. In order to allow for work schedule adjustments, the committee will notify all members and their supervisors of the locations, dates, and times of committee meetings.

3. Association committee members shall not lose pay for time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly-scheduled work hours.

4. The parties shall be responsible for taking their own minutes of meetings. Any resolutions found or agreements reached will be reduced to writing, signed by the principals, and made available for posting and/or circulation.

Article 7 - Grievance Procedures

1. DEFINITIONS:

    a. **Grievance**: A grievance is a dispute between the employer and an employee or the Association involving a violation of an expressed provision of this Agreement.

    b. **Grievant**: A County employee or group of employees, or the Association, who is covered by the provisions of this Agreement, and who believes him/herself/itself to be adversely affected by the matter being grieved.

    c. **Written Submission of Grievance**: A written grievance form, to be agreed upon by the County and the Association, which states the specific circumstances over which the grievant claims to be aggrieved, the specific Articles which are in dispute, how the grievant is being harmed, and the redress sought.

    d. **Working Day**: A working day shall be any day that the County is open for business exclusive of Saturdays, Sundays, and observed holidays.

2. PROCEDURES:

a. The grievant may be assisted and/or represented by the Association or any person of the grievant's choosing at any step of these procedures.

b. EXCEPTIONS:

(1) In the event the grievant is the Association, the grievance shall commence directly at Step Three.

(2) All disciplinary disputes will be resolved following the review procedure outlined in Article 9.

c. <u>INFORMAL RESOLUTION:</u>

Before filing a formal written grievance, the County and the Association strongly urge the employee to make a reasonable attempt to resolve the matter informally with the appropriate supervisor.

Within ten (10) working days from the event creating the grievance or from the date that the grievant(s) could have reasonably been expected to have had knowledge of such event, the grievant(s) shall meet and discuss the grievance with the appropriate supervisor. The appropriate supervisor shall be the employee's immediate supervisor and/or the supervisor who took the action or made the decision giving rise to the grievance. The supervisor shall have ten (10) working days to give an answer to the grievant(s).

d. <u>STEP ONE:</u>

If a grievant(s) is not satisfied with the resolution proposed at the informal level, the grievant(s) may, within five (5) working days after receiving an answer, file a formal, written grievance with the supervisor. The grievant(s) (or Association Representative on behalf of and with the consent of the employee(s)) shall submit to the appropriate supervisor a signed, written, and dated grievance statement fully setting forth the facts surrounding the grievance and detailing the specific provision of this Agreement alleged to have been violated and the remedy sought. The County shall immediately furnish a copy of the grievance to the Association. Within five (5) working days from the date the formal grievance is received, the supervisor will hold a meeting to review and discuss the grievance. If the grievant(s) has requested the presence of a representative, the supervisor shall schedule the meeting at a time and place to permit the representative to be present. Within five (5) working days following completion of the meeting, the supervisor will give a written reply (with a copy to the Association), and such reply shall terminate Step One.

Note: A grievance appealing a disciplinary action shall be processed in accordance with Article 9.

e. <u>STEP TWO:</u>

If the grievance is not settled in Step One, the written grievance must be presented to the appropriate Department Head within five (5) working days after the termination of Step One. In the event that the Department Head is the first

line supervisor, the employee shall move to Step Three and proceed within the timelines specified for submission within five (5) working days after the termination of Step One. Within five (5) working days from the date the Department Head receives the grievance form, the Department Head or designee will hold a meeting to review and discuss the grievance. If the grievant(s) has requested the presence of a representative, the supervisor shall make a reasonable effort to schedule the meeting at a time and place, consistent with the timelines contained herein, to permit the representative to be present. The Step One meeting rights shall also apply to this meeting. Within five (5) working days following completion of the meeting, the Department Head or designee will give a written reply (with a copy to the Association) and such reply shall terminate Step Two.

f. STEP THREE:

If the grievance is not settled in Step Two, a written grievance must be presented to the County Manager within five (5) working days after the termination of Step Two. Within ten (10) working days from the date the County Manager receives the grievance form, the Manager or designee will hold a meeting to review and discuss the grievance. If the grievant(s) has requested the presence of a representative, the supervisor shall make a reasonable effort to schedule the meeting at a time and place, consistent with the timelines contained herein, to permit the representative to be present. Within ten (10) working days following completion of this meeting, the Manager or designee will give a written reply (with a copy to the Association) and such reply shall terminate Step Three.

If a grievance is not referred or appealed to the next step within the specified time limits, it shall be considered settled on the basis of the decision last made by the County, but such settlement shall not constitute a precedent in any other case.

3. TIME LIMITS:

a. In computing any period of time described or allowed in this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a holiday.

b. Time limits specified in the preceding sections may be extended by written agreement of both parties. The waiver of any of the time limits contained in Step One can only be agreed to on the part of the County by the County Manager or designee.

c. Failure on the part of the grievant(s) to file or process the grievance to the next step within the time limits prescribed in these procedures will deem the grievance withdrawn with prejudice, unless the time limits have been extended in writing by the parties.

d. Failure on the part of County representatives to answer the grievance in the time limits established in these procedures will automatically move the grievance up to the next step of the grievance procedure. The failure on the part of management to process a grievance will be given serious weight in the retroactivity of an award.

5. Any settlement of a grievance between an individual employee and the County shall be consistent with the terms and provisions of this Agreement, and an Association representative shall be present at these discussions and determinations regarding a settlement.

Article 8 - Arbitration

1. Grievances which are not settled pursuant to Article 7 (Grievance Procedures), and which the Association desires to contest further, and which involve the interpretation or application of the express terms of this Agreement shall be submitted to arbitration as provided in this Article, but only if the Association gives written notice to the County of its desire to arbitrate the grievance within five (5) working days after the termination of Step Three of the Grievance Procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which are processed and handled in accordance with the Grievance Procedure of Article 7.

2. If the County Manager's decision is unacceptable, the Association may make a written request for arbitration within five (5) working days of receipt of the decision.

3. In such event, the Association shall request the Federal Mediation and Conciliation Services (FMCS) to furnish a panel of seven (7) arbitrators from which the arbitrator shall be selected. Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date. The selection shall be accomplished by the Association first and the County next, each striking one (1) name from the list in turn until only one (1) name remains.

4. Employees called as witnesses shall be released from regularly scheduled duties without loss of pay while they are testifying.

5. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other. The function and purpose of the arbitrator are to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall consider it a function to decide any issue not submitted, or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of the Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because, in his/her opinion, such decision or award is fair or equitable. The arbitrator shall have no

power to render an award on any grievance occurring before the effective date of this Agreement. The arbitrator shall retain jurisdiction on any matter before him/her until his/her award is finally affected.

6. If the arbitrator finds that the County has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the County.

7. The decision of the arbitrator, within the limits herein prescribed, shall be final and binding upon the parties to the dispute.

8. In the appeal of disciplinary action, where the Arbitrator grants the full remedy requested by the party asserting the grievance or sustains the disciplinary action that was imposed 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 costs and fees related to the delay incurred by the complaining party as a result of the delay.

9. The arbitrator may hear and determine only one (1) grievance at a time, unless they are necessarily related or the parties expressly agree otherwise.

10. Prior to the scheduled arbitration hearing, the parties may participate in a pre-arbitration conference with a mediator from the FMCS to attempt to resolve the dispute.

Article 9 - Discipline & Discharge

1. The right to maintain discipline and efficiency of employees is vested exclusively in the County. Disciplinary action taken by the County, for just cause, shall include the following: oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge.

2. The County shall have the right to discharge or discipline any employee for cause, but in determining discipline, the County shall not transfer, reassign, reclassify, or demote any employee for disciplinary purposes. The County may reassign an employee within the employees' classification. The term "cause" shall include, but not be limited to the following:

    a. willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports;

    b. recording on another employee's time card;

c. failure to properly record time;

d. performance of work below required standards;

e. suspension or revocation of a driver's license when possession of a valid driver's license is a condition of employment;

f. failure to perform assigned duties;

g. failure to follow directions;

h. refusing to work overtime, unless exceptional circumstances prevent it;

i. outside employment which conflicts or interferes with assigned duties;

j. negligence in the performance of duties likely to cause or actually causing personal injury or property damage;

k. fighting or attempting injury to another employee;

l. insubordination;

m. dishonesty;

n. theft;

o. destroying or willfully damaging the property of another employee or the County;

p. abuse or personal use of County vehicles or equipment;

q. acceptance or solicitation of a bribe from citizens, vendors, suppliers, or others;

r. misuse of County funds;

s. the use or being under the influence of drugs or alcoholic beverages on the job during working hours;

t. carrying or possessing firearms or weapons while on the job in violation of department guidelines;

u. excessive tardiness or absenteeism;

v. unsatisfactorily explained absences;

w. unauthorized absence without proper notice;

x. abuse of sick leave;

y. malicious communication of false or defamatory oral or written statements directed against a fellow employee, the County or management, or the Board of Commissioners;

z. sleeping on the job; or

aa. failure to comply with County rules, including safety rules.

County action to demote any employee may result only from a documented record of failure to perform work to County standards or failure to perform assigned duties. This clause shall not prevent voluntary demotion of an employee in lieu of layoff.

3. The level of severity of the discipline is dependent on the nature of the act, the employee's relevant history of discipline, 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, the employee's relevant history of discipline. It may take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension with pay; or (4) suspension without pay.

4. At the time the County issues a written reprimand, it shall also provide a copy of the reprimand to the Association. In the event of a written reprimand, the decision of County Manager shall be final.

5. The County shall notify the Association of its intent to reprimand or suspend an employee. When discipline 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, at the option of the County, may be postponed for five (5) working days to allow the employee to present additional information to the County. An additional delay of up to ten (10) working days shall be allowed for consideration of evidence the employee produced or for further investigation of the employee's response.

6. The County may not discharge an employee for cause without first giving the employee and the Association written notice of a minimum of ten (10) working days prior to the action being taken.

   The employee shall be placed on administrative leave with pay during this period. If an extension beyond the ten (10) working days is mutually agreed upon between the County and the Association, the additional days may be with pay.

   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 ten (10) 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 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.

7. 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.

8. 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. An employee may insert into the personnel file a rebuttal statement which is directly in response to written reprimands or other negative commentary in the file. If two (2) years have passed without any further discipline, and upon the request of the employee, the disciplinary action shall be removed from the file.

9. 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 one copy of the documents in his/her file to which s/he is entitled access.

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

11. Within ten (10) days of the date that disciplinary action of suspension without pay or discharge are implemented by the Department Head, the Association may appeal said disciplinary action to the County Manager.

12. 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 of receipt of the County Manager's reply, the Association may appeal suspensions and dismissal to arbitration. The appeal must be in writing and state the basis of the appeal. The procedures established in Article 8, paragraphs 3 through 10, shall apply to the arbitration proceedings.

13. Upon the receipt of a timely filed appeal, the County and the Association shall jointly request a list of seven (7) arbitrators from the Federal Mediation & Conciliation Service (FMCS). Each party (the County and the Association) shall pay one-half (1/2) of the required administrative fee to the FMCS. Upon receipt of a list of arbitrators, the parties shall meet to select an arbitrator. If no arbitrator can be agreed upon, the parties shall alternatively strike names until only one (1) name is left, and that shall be the arbitrator selected. The party to strike first shall be determined by lot.

Article 10 - Hours of Work

1. The official work week shall begin each Monday at 00:01 hours and shall end at 24:00 hours on the following Sunday to constitute a forty (40) hour week, exclusive of lunch breaks, but including rest breaks.

2. Employees working a five (5) day, forty (40) hour week (designated 5/40) shall work eight (8) hours per day for five (5) consecutive days in any work week and shall receive two (2) consecutive "days off."

3. Employees working a four (4) day, forty (40) hour week (designated 4/40) shall work ten (10) hours per day for four (4) days in any work week and shall receive three (3) "days off" of which two (2) must be consecutive in that work week. The County may discontinue the four (4) day, forty (40) hour week if it determines that this work week is not in the best interests of the County.

4. Employees shall be granted two (2) fifteen (15) minute work breaks during the course of their shifts. Such breaks shall be scheduled by the supervisor but not within one (1) hour of the employee's starting time, quitting time, or lunch break. Break periods may not be scheduled or taken consecutively or in conjunction with lunch breaks.

5. Employees shall have an unpaid lunch break during the course of their shifts. The lunch break shall be scheduled by the supervisor as near to the middle of the employees' work shifts as practicable and not within one (1) hour of the employees' work breaks or in conjunction with those work breaks. During any such unpaid lunch breaks, employees of the Road Department must be free to return to the reporting location, or, if the supervisor determines leaving is impractical, will be allowed to work through lunch and end the subject shift one-half (1/2) hour early. If an employee works four (4) hours or more beyond the end of a scheduled shift, s/he will be granted an additional unpaid meal break.

6. Subject to the provisions of Nevada Revised Statutes 288.150 (4), nothing herein shall be construed to limit the authority of the County to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies; provided, however, no employee shall be assigned to a regular (non-emergency) schedule which requires the employee to work on more than one (1) shift during any forty (40)-hour work week without the employee's consent.

7. Within thirty (30) calendar days of request, the Department Head or designee(s) will meet with the requesting employees to determine and identify those work sections within the requesting employees' department wherein the majority of the employees desire an alternate work schedule (AWS) and to assess the practical and feasible aspects of such change.

   a. Where it is determined by the Department Head or designee(s) and the employees that the conditions and circumstances allow for an alternate work schedule, which is an adjustment in the current work schedule, the affected Department Head shall have the authority, subject to the approval of the County Manager, to effect such change, including the discretion to institute a "trial" period for the purpose of evaluating the same, based on agreed-upon performance standards and objectives.

   b. The County may discontinue the alternate work schedule if, in good faith and after discussions with the employees, the County determines that the alternate work schedule is not in the best interests of the County.

   c. During work weeks which consist of a holiday; employees shall discontinue their AWS and revert to working 5-8's.

Article 11 - Methods of Overtime Payment

1. All personnel required and authorized by a supervisor to work in excess of eight (8) hours in a work day or forty (40) hours in a work week or, in the event of a 4/10 schedule, in excess of ten (10) hours in a work day or forty (40) hours in a work week, shall be paid overtime at the rate of time and one-half (1-1/2) their hourly rate of pay for all overtime worked.

2. In emergency situations requiring immediate attention where the Department Head or designee(s) feels that it is necessary to call out one (1) or more employees of a department, an employee shall be paid overtime on a time and one-half (1-1/2) basis for all call-out hours or any fraction thereof worked. Said employee shall be paid for a minimum of two (2) hours, regardless of having worked less than two (2) hours on the total call-out. The County may assign the employee non-emergency duties which provide a minimum of two (2) hours of work when an employee is called back to duty.

3. If an employee, as requested, returns to duty after completing a normal shift of eight (8) hours or more, or as requested, reports to work on a day in which an employee is not normally scheduled to work, the employee shall be compensated for a minimum of two (2) hours or the actual time worked, whichever is greater, on a time and one-half (1-1/2) basis for all overtime hours or any fraction thereof worked.

4. The purpose of compensatory time is to allow employees to accumulate and to take compensatory time off in conjunction with workload lows, rather than be paid at the overtime rates during workload peaks. Compensatory time may accrue in lieu of cash payment for overtime. Compensatory time will be accrued at the rate of one and one-half (1-1/2) times the employee's base hourly salary.

    a. Employees can accumulate up to two hundred forty (240) hours of compensatory time.

    b. Upon terminating employment, accumulated compensatory time will be paid to the employee.

    c. Effective with time earned on or after July 1, 2007, any unused compensatory time earned through the fiscal year end shall be paid on the second payday in July at the hourly rate which applies to the employee on the last day of June.

    To take compensatory time, employees must schedule time off with their supervisor. Paid time off for such absences may be denied when, in the judgment of the supervisor, it is felt that the use of such compensatory time off would place a hardship on the County. Requests for the use of compensatory time will not be unreasonably withheld.

    When scheduling time off, compensatory time will be used prior to annual leave providing in doing so it will not cause the employee to lose annual leave is excess of the allowed 240 hours carried over annually.

d. If the employee accepts an offer to voluntarily work overtime, the method of overtime payment, whether compensatory time or cash payment, will be decided by the County.

e. In the event an employee is ordered to work overtime with no option for refusal, the method of overtime payment, whether compensatory time or cash payment, is at the option of the employee.

Article 12 - Standby-time / Shift Differential

1. Standby-time is defined as time in which an employee is assigned by a supervisor or designee to be available to respond to a request to return to work for duty assignment during off-duty hours.

2. An employee will be compensated for standby-time at a rate of $4.50 per hour for each hour of standby-time. When an employee receiving standby pay is called to perform work during the standby period, s/he shall be paid for any overtime hours worked as provided in Article 11, paragraph 1. The provisions of Article 11, paragraph 2 shall not apply to employees receiving standby-pay who are called back.

3. Employees working shifts classified as other than "day" shift shall receive a differential for all hours so worked. Shift differential shall be paid as follows:

   a. Day Shift. When the majority of hours assigned fall between 7:00 a.m. and 3:00 p.m., no shift differential shall be paid.

   b. Swing Shift. When the majority of hours assigned fall between 3:00 p.m. and 11:00 p.m., employees shall be paid a shift differential of an additional seventy-five cents ($.75) per hour for each hour worked.

   c. Grave Shift. When the majority of hours assigned fall between 11:00 p.m. and 7:00 a.m., employees shall be paid a shift differential of an additional one dollar and twenty-five cents ($1.25) per hour for each hour worked.

Article 13 - Acting Pay

1. An employee who is temporarily assigned, in writing, and accepts the full responsibilities of a position of a higher classification, whether inside or outside this bargaining unit, shall be paid for hours actually worked at the lowest step in the range of the higher class, which is at least eight percent (8%) above the employee's current base rate of pay or at the first step in the range of the higher classification, whichever is greater. In no event shall acting pay exceed the top of the range of the higher-level classification.

2. All acting pay must be approved by the Department Head, or for assignments outside this bargaining unit, by the County Manager, and will only be awarded if the employee assumes the full responsibilities of a higher classification for a period of more than forty (40) consecutive working hours or five (5) working days, whichever is applicable, per assignment, but such pay shall be paid retroactive to the first day of that assignment.

3. Acting pay, in excess of fifteen (15) working days in a thirty (30) day work period, shall require the written approval of the County Manager. In no event will an assignment of an employee to work in an acting position be used by the County to substitute for the filling of such position on a full time basis.

Article 14 - Initial Appointment, Rehire, Promotion, Transfer and Demotion

1. Initial appointment to positions shall be made at the entrance rate for the class, except as approved by the County Manager or designee.

    a. Upon initial appointment to a County position, an employee shall serve a probationary period. The probationary period will normally be 2080 hours in paid status, but may not be less than 1040 hours paid status nor longer than 2080 hours in paid status, as determined by the Department Head. If an employee's evaluation period exceeds 1040 hours, s/he shall receive a performance evaluation no later than twenty (20) working days following the 1040 hours milestone reflecting the level of progress attained and the performance level required in order to satisfactorily complete probation.

2. When a former employee is rehired after a break in service of no more than one (1) year from the date of separation to a position in the same class held at the time of separation, s/he may be paid at or below the same hourly rate (including across the board schedule adjustments provided by this Agreement) s/he held at the time of separation.

3. When an employee is promoted, s/he shall be entitled to a salary increase to the lowest step in the range for the higher class which provides an eight percent (8%) increase, provided that in no event will the new salary be less than the minimum rate of the range or greater than the top step of the range to which the employee is promoted. Any exception may be approved by the County Manager or designee upon written justification.

    a. A promoted employee shall serve a qualifying period. The qualifying period will normally be 1040 hours - in paid status. At the conclusion of the qualifying period, the employee shall be given a performance evaluation. Based on the performance evaluation and demonstrated qualifications, the employee will either be accepted or rejected for the position. If rejected, a reasonable effort will be made to place the employee in his/her previous position or another County position for which s/he qualifies.

b. When an employee is promoted, s/he shall retain the right during the first fifteen (15) shifts worked of the qualifying period to voluntarily demote to his/her previously held position. The employee shall have his/her salary reduced to the hourly rate (including across the board schedule adjustments provided by this Agreement) held prior to being placed on the qualifying period.

4. A reclassification to a class with a higher grade shall be treated under the same terms and conditions as a promotion.

5. When an employee transfers to a position in the same class or at the same salary grade in another department, s/he shall be entitled to the same hourly rate held at the time of the transfer. The County Manager or designee, upon written justification by the Department Head, may approve a higher rate of pay. A voluntary transfer may result in the transferring employee serving a new qualifying period. The transferring employee will be notified, in writing, prior to accepting the transfer if a qualifying period will be required. Upon successful completion of the qualifying period, the employee may, at the discretion of the Department Head, receive a one-step salary increase, provided that the employee is not at the top of the schedule for the class.

6. When an employee is demoted, his/her salary will not exceed the top of the new salary schedule unless the demotion was a result of a reclassification. Demotions, except for reclassifications, initiate a new anniversary date. Employees failing a qualifying period following promotion and returned to his/her previously held class shall have his/her salary reduced to the step and grade (including across the board schedule adjustments provided by this Agreement) held prior to being placed on the qualifying period.

7. For the purposes of this Article, “initial appointment” shall be defined as the first position held by an individual in the service of the County since the employee’s last break in service.

Article 15 - Filling of Job Vacancies

1. Whenever the County seeks to fill a vacancy within the bargaining unit, the County shall, at least ten (10) working days prior to closing of the application period, post notice with the job description, qualifications, and requirements of the position on the department bulletin boards.

2. The County may publicly announce the vacancy simultaneously with the notice required by Paragraph 1.

3. There shall be equality of opportunity for all qualified employees to vie for promotions in County employment. The County shall encourage promotion of its employees on the basis of ability and efficiency. Therefore, qualified employees meeting the established criteria shall be given the first consideration for promotion by being interviewed for the position before the County fills such vacancy. Any County employee who applies for a posted/advertised vacancy, meets the minimum qualifications for the position, and is denied, will be provided an opportunity to meet with a County management

representative to review his/her qualifications for a position such as the one advertised and be given suggestions regarding how s/he can become better qualified for such a position.

4. In the event the County reclassifies an existing position and more than one filled position exists in the original, titled class in the department, a competitive, promotional examination shall be held to select the employee to be promoted.

5. An employee involuntarily transferred shall serve no additional probationary period. An employee requesting and receiving transfer to another department may be required to serve a new probationary period. Whether an employee serves/is serving a probationary period will be reflected on the "personnel action" form affecting such action.

6. 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 16 - 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 year's 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 immediate supervisor or designee within fifteen (15) minutes following the employee's normal work reporting time that s/he will be absent from work and on sick leave and, if possible, when s/he plans to return to work. In the case of continuing illness, the employee shall continue to notify his/her immediate supervisor of the inability to report to work on a daily basis.

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.

   b. Are required to absent themselves from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity. Sick leave in

such cases may be granted up to a maximum of forty (40) working hours per each occurrence. (See Consanguinity / Affinity Chart attached as Addendum A.)

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

d. Need to be absent from work when receiving medical or dental treatment or examination.

No employee shall be entitled to sick leave while absent from duty because of a disability arising from an injury purposely self-inflicted or caused by willful misconduct.

4. Employees who report sick shall be at their place of residence, a medical facility, or their doctor's office, or shall notify their supervisor of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on sick leave is considered evidence of abuse of sick leave.

5. 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, layoff, 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. If the separation is due to layoff, the affected employee at his/her option, may be paid for accrued sick leave as provided below. If the laid off employee is recalled, s/he will begin the sick leave earning and accrual process as though s/he was newly hired. The compensation shall be equal to the number of hours of accrued sick and disability leave, up to a maximum of one thousand (1000) 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.

Complete 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%*

6. If an employee uses forty (40) hours or less of sick leave from January 1st through December 31st, the employee shall be entitled to twenty-four (24) hours of additional annual leave. For purposes of this provision, the first two (2) work days of sick leave per each occurrence used for attendance at a funeral shall not be counted.

7. **Family and Medical Leave Act.** Pursuant to the provisions of Public Law 103.3, effective August 5, 1993, unpaid family and medical leaves are defined and will be granted as follows:

   Family leave is a period of unpaid leave up to twelve (12) weeks during any twelve (12)-month period granted for the birth of, adoption of, assuming foster care of, or in some other legal fashion becoming a guardian of a child generally under the age of eighteen (18) years.

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

   The total entitlement under the act of both family and medical leave is twelve (12) weeks per year. For purposes of determining eligibility for family and/or medical leave, a year is the rolling twelve (12)-month period counting backwards from the date for which the employee is requesting leave.

   a. Family and medical leave provisions apply equally to all employees who have been employed for at least twelve (12) months and who have been in a paid status for at least 1250 hours during the past twelve (12) months. Generally, both family and medical leave requires thirty (30) days advance notice to the employee's Department Head if the leave is foreseeable.

   b. Intermittent or reduced schedule leave may be used under the law when medically necessary as certified by a licensed physician. Intermittent or reduced schedule leave may be permitted under some circumstances in the case of family leave, but only with prior approval by the Department Head. Intermittent leave reduces the twelve (12) week entitlement only by the actual time used.

   c. The Department Head will require the employee to use appropriate accrued paid leave before granting unpaid leave. An employee who has used all accrued paid leave and is still within the twelve (12) week period allowed by law, but in a leave without pay status, will have his/her health care benefits continued and paid for through the rest of the twelve (12) week period. S/he may elect to continue coverage at his/her own expense if leave is approved beyond that period, as is permitted under the maternity/paternity provisions of this Agreement.

d. Periods of unpaid leave will not count for purposes of seniority or any other rights or entitlement earned through employment, except as may be provided elsewhere in this Agreement.

e. Husbands and wives who are both employed by the County are generally entitled to an aggregate of twelve (12) weeks under the provisions of this law, not two (2) separate twelve (12) week periods. Personal illness is an exception to this provision.

The preceding sections are not intended to be all inclusive. Specific situations may require reference to the provisions of Public Law 103.3.

8. **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. Employees contributing unused sick leave to the catastrophic leave pool, as well as those who withdraw from the pool, must be in classifications assigned to the bargaining unit.

b. The maximum amount of time an employee may draw from the leave pool is six (6) months (1040 hours) per event. For these purposes, an "event" shall be defined to mean any separate instance of illness or injury from the point of incapacitation to recovery sufficient to return to work.

c. The qualification/participation annual period shall be the calendar year.

d. The employee making the donation must have two hundred forty (240) hours of accrued sick leave in his/her own sick leave account after the donation has been made.

e. An employee must donate a minimum of eight (8) hours on each occasion of making a donation and may not donate more than forty (40) hours in any calendar year.

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

g. All donations must be made in writing.

h. All donations go into a pool for use by any eligible employee.

i. 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. For purposes of this provision, "base hourly salary" shall mean an employee's hourly rate plus longevity.

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, occupational disease, or self-inflicted injury resulting from illegal use of alcohol or drugs.

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.

10. Contributions to the leave pool will not be considered "use" for purposes of paragraph 6 above. Any conflicts resulting from the application of this provision will be directed to the Labor/Management Committee (Article 6) for immediate and final resolution in lieu of use of any grievance/arbitration procedures. In the event that the Labor/Management Committee becomes deadlocked in its attempt to resolve a conflict, it shall seek the assistance of a mediator from the Federal Mediation and Conciliation Services (FMCS).

Article 17 - Special Leaves

1. Maternity/Paternity/Adoption Leave. Employees shall be entitled to leave without pay for up to a maximum of six (6) months for the purpose of childbearing and/or for caring for newly born or newly adopted children. Employees may use accrued sick leave for maternity/paternity or adoption purposes. Additional leave may be authorized by the County Manager. To the extent that any leave taken under this paragraph also qualifies for leave under the Family and Medical Leave Act, the first twelve (12) weeks of leave taken shall count against the employee's available leave under the FMLA.

2. Military Leave. Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed fifteen (15) work days in any one (1) calendar year as provided in NRS 281.

3. Jury Duty Leave.

   a. Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding shall receive their regular County pay, less any jury or witness pay. Employees shall submit all court witness/jury duty compensation to the County Treasurer.

4. Court Witness

   a. Should an employee be required to miss work because of court appearances as a party or as a witness to a non-job related matter, the employee shall not receive pay for that amount of work time missed.

b. An employee shall be granted a leave with pay should a leave be required for attendance in court in connection with an employee's official assigned duties. Employees shall submit all court duty compensation to the County Treasurer.

5. Leave Without Pay. Employees may be granted leave without pay for purposes normally covered by sick or annual leave when such leave has been exhausted or for other justifiable reasons.

6. Blood Donor Leave. Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a County sponsored and/or sponsored blood donation drive or special need. All such absences shall be scheduled with the employee's supervisor. In no event shall an employee be eligible for overtime as a result of donating blood.

7. Emergency Volunteer Service. In the event that an employee is a participant in any volunteer emergency service (i.e., fire protection, ambulance service, etc.) and is called out during normal working hours, s/he shall receive total compensation and shall remain in full employment status while performing this volunteer service for the period that s/he would have been working for the County.

8. Examination Leave. An employee shall be permitted reasonable time off with pay during his/her shift to take an examination for County promotional or transfer opportunity. In no case shall an employee become eligible for overtime as a result of competing for a promotional or transfer opportunity. An employee shall notify his/her supervisor immediately upon receiving a letter from County personnel of the date and time that s/he is scheduled to attend an interview or examination.

Article 18 - Service Connected Disability

When any employee of the County is eligible at the same time for benefits under the Nevada Industrial Insurance Act and for any sick leave benefit:

a. All eligible employees shall be covered by a workers' compensation program of the County's choice that conforms with the provisions of the Nevada Industrial Insurance Act that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

b. In the event an employee is absent from work due to a service related disability, the employee may receive, in addition to any benefit provided pursuant to the Nevada Industrial Insurance Act provide supplemental compensation from the County commencing the first day the employee is absent from work, but not to exceed ten (10) working days. During the ten (10) day period, the employee shall not forfeit any accrued sick leave. Such supplemental compensation shall be in an amount equal to the difference between the industrial insurance benefit received, exclusive of reimbursement or payment of medical or hospital expenses, and the employee's salary prior to the injury or illness. Successful

completion of the probationary period is required to qualify for the supplemental compensation from the County. No supplemental compensation shall be paid until the employee's statutory temporary disability benefit check has been deposited with the County Treasurer.

c. After the ten (10) day period specified in the paragraph above, the amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his/her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses for that pay period.

d. If an employee elects to use accrued sick leave while receiving industrial insurance benefits the amount of sick leave charged such employee as taken during each pay period shall be equal to the difference between the benefit received exclusive of reimbursement or payment of medical or hospital expenses, and the employee's salary prior to the injury or illness.

e. An employee of the County may decline to use any or part of the sick leave benefit normally payable to him/her while receiving benefits under the Nevada Industrial Insurance Act. During such period of time, the employee shall be considered on leave of absence without pay.

Article 19 - Retirement Contribution

1. The County and the Association agree that all eligible employees shall participate in the Public Employees Retirement System (PERS) 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. Except as provided below, any increase in the percentage rate of the retirement contribution above the rate set forth in NRS 286 on May 19, 1975, shall be born equally by the County and the employee 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 (1/2) of the decrease. Any such change in pay will be effective from the date the change in the percentage rate of the retirement contribution becomes effective. For the increase effective July 1, 2007, the County agrees to absorb the entire adjustment in lieu of an additional salary increase.

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 benefits plan provided and administered though 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, from service with Nye County, 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 an employee 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 for the group insurance plan provided by the County, 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 premium for the group 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%

Article 20 - Travel

Employees shall be reimbursed for their necessary living expenses incurred while traveling on County business, per GSA rates and County travel policy as detailed in the Nye County Personnel Policy Manual.

Article 21 - Management Rights

The County and the Association agree that the management officials of the County possess the sole right to operate the County without negotiation as set forth in the Local Government Employee-Management Relations Act and that such rights remain with the officials of the County except as expressly modified by this agreement.

Article 22 - Management Rights

Pursuant to the provisions of NRS 288.230, the Association accepts that there shall be no strikes under any circumstances.

Article 23 - 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 most recent date of hire. 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 recommendation by a Department Head to the County Manager for an outstanding step adjustment increase must be accompanied by full justification. 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 shall be held to decide whether the employee's salary shall be adjusted as a result of the change in the classification of the employee's position. As a result of the meeting, the parties may agree either to:

   a. Reduce the employee's salary to the top step in salary range for the new job class, or

   b. Y-rate (freeze) the employee's salary at the employee's current base rate of pay until the top step of the salary range for the employee's new class equals or exceeds the employee's current base rate of pay.

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 day of the next pay period. If an evaluation is later completed of the employee's performance, and the evaluation shows the employee was not otherwise 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 24 - Conflicting Agreements

1. This Agreement supersedes all personnel rules heretofore in effect by the County relating to those subjects addressed by the provisions of this Agreement to the extent such rules are in conflict with the terms of this Agreement. This Agreement does not preclude the County from formulating new or additional rules and guidelines which are consistent with the terms of this Agreement or the provisions of the Nevada Revised Statutes, subject to the procedures of this Article.
2. It is the County's intention that rules, policies, procedures, and directives are to be interpreted and applied uniformly to all employees in this bargaining unit under similar circumstances. This in no way precludes the individual departments from promulgating their own rules and procedures providing that such rules and/or procedures are not inconsistent with the terms of this Agreement.

Article 25 - Layoff Procedure

1. If the County proposes to exercise its sole management right to reduce in force or lay off any employee by choosing the elimination of a County-funded position, 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 eliminating 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 eliminating the position, stating the reason(s) for eliminating the position and the employee's rights to accept another position in accordance with this Article.
2. Layoffs involving separation shall be accomplished in accordance with the following provision: The order of layoffs within a classification within a department shall be:
    a. Temporary employees;
    b. Part-time employees;

c. Initial employment probationary employees;

d. Regular employees in the reverse order of their seniority within the classification and within the department in which the layoffs are being made. If a tie in seniority exists between employees, the order of the layoff shall be determined by time in service with the Department. If a tie continues, the order of layoff shall be determined by the department in such manner as to conserve for the County the services of the most qualified employee. The reasons for the decision shall be based on documents placed in the employees' personnel files at least ninety (90) calendar days before the date of written notice to the Association.

3. Each full-time regular employee who is separated after being laid off shall have the right to elect a reduction to a position in classification with a lower pay grade in his/her current department. Such reduction shall be to a position which is:

a. Currently filled by the employee with the least seniority in the class within the employee's current department; or

b. Authorized and planned to be filled. The employee who wished to be reduced in classification must have greater seniority in the same series or family of job classifications as the current employee, and must demonstrate s/he currently is qualified to fill the position.

4. An employee's appointment shall not be terminated before the employee has been made a reasonable offer of reassignment to a vacant position which is planned to be filled and for which the employee is qualified, if such offer is immediately possible in the determination of the County.

5. An employee who is separated after being laid off shall be paid for all accrued vacation and compensatory time off at time of his/her layoff.

6. A laid off employee shall be recalled to a position in the same department and same classification from which s/he was laid off within eighteen (18) months, in the reverse order of layoff. Recall shall be used to fill any vacancy for which a recall lists exists.

a. A laid off employee shall be notified by certified mail at his/her last known address when s/he is recalled.

b. A laid off employee may be required to show that s/he remains qualified to perform the essential functions of the position to which s/he is being recalled before being re-employed.

c. A recalled employee must respond within fourteen (14) calendar days of the date of mailing by certified mail or delivery in person of a recall notice that s/he is accepting the offer of re-employment on the date specified in the offer, or s/he shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within fourteen (14) calendar days of mailing,

the County may proceed to fill the position with the next eligible person on the recall list.

d. Upon re-employment, a recalled employee shall have the seniority and benefit accrual rates s/he enjoyed at the time of layoff, subject to changes made through collective bargaining.

Article 26 - Holidays

1. For the purposes of this Article, "holiday pay" shall be defined as a premium paid to eligible employees for the time not worked on the following holidays:

   New Years Day – January 1st
   Martin Luther King Day – Third Monday in January
   President's Day – Third Monday in February
   Memorial Day –Last Monday in May
   Independence Day – July 4th
   Labor Day –First Monday in September
   Nevada Day – Last Friday in October
   Veteran's Day – November 11th
   Thanksgiving Day – Fourth Thursday in November
   Family Day – Friday following fourth Thursday in November
   Christmas Day – December 25th

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

   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. If an employee works a four (4) day, forty (40) hour work week (designated 4/40), s/he shall be compensated for each legally recognized holiday, regardless of whether that holiday falls on a day that the employee otherwise would be scheduled to work. When that holiday falls on a day that the employee otherwise would <u>not</u> be scheduled to work, the employee shall be compensated for only eight (8) hours of time at the rate of time and one-half (1½), irrespective of the number of hours that employee normally works in any one work day.

4. Upon a majority vote of the employees employed in any County department not statutorily required to be open certain hours or days of the week, all of the employees in that department who work a 4/40 schedule, in lieu of being paid holiday overtime pay for any holiday which falls on a day that the employees otherwise would not be scheduled to work, shall have the Tuesday immediately following (if the holiday falls on a Monday) or the Thursday immediately preceding (if the holiday falls on a Friday) off with straight pay, and no additional or premium pay shall be accrued or paid to the employees.

5. For the purposes of this Article, "holiday overtime pay" shall be defined as a payment at the rate of time and one-half (1½) of the employee's base hourly rate for holiday time worked.

6. Employees eligible for holiday pay may elect to take eight (8) hours compensatory time off in lieu of holiday pay. Compensatory time off in lieu of holiday pay must be used within thirty (30) calendar days of the designated holiday.

7. Employees, in order to be entitled to a legal holiday as provided, shall be on pay status on their scheduled workday immediately preceding and immediately following such holiday.

Article 27 - 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. Employees shall be eligible to take annual leave after six (6) months, with the approval of their supervisors. No accrued leave shall be paid to employees terminating employment before completing six (6) months of service.

3. 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 shall be forfeited by the accruing employee, and only two hundred forty (240) hours of accrued annual leave shall be carried over into any new calendar year.

   An employee who leaves the employ of the County, whether by retirement, resignation, termination, death, or otherwise, shall be paid for a maximum of two hundred forty (240) hours of accrued annual leave.

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

5. Accrual of annual leave, effective for eligible employees working on a full-time basis, shall be as follows:

Length of Service	Hours Accrued
Hire date to 10th anniversary date	10 hours/month
10th anniversary date to 15th anniversary date	12 hours/month
Beginning with the 15th anniversary date	14 hours/month

6. If an employee is denied use of accrued annual leave and the denial results in an employee's leave balance exceeding two hundred forty (240) hours at the end of a calendar year, the employee may be allowed to carry over excess leave into the next calendar year. To be eligible for carryover, the employee must have:

   a. Made written request for use of at least eighty (80) hours of annual leave to be taken before the end of the year. Requests for leave must have been made prior to the end of September;

   b. Been denied part or all of the requested leave by the Department Head; and

   c. Requested use of the leave, which the employee will have accrued in excess of two hundred forty (240) hours at the end of the calendar year, to be taken prior to the end of March of the next year.

   EXCEPTION: The employee will ***not*** be eligible to carry over leave if a leave request was denied because another employee has been granted leave for the period in question before the employee's request was received.

Article 28 - Tool / Clothing / Safety Shoe Allowance

1. Each employee required to provide tools for his/her job shall have those tools replaced "like for like" if stolen, broken, or worn out. The County shall provide a secure area for the employees to keep their personal tool sets on the job site and shall insure the employee against any loss and/or damage whenever the tool set is on County property.

2. The County will pay for replacement of usual and customary clothing damaged by the employee on the job provided the employee is wearing protective outerwear. To receive reimbursement, the employee must report the damage and how it occurred not later than the beginning of the shift following the shift on which the damage occurred, provide the damaged clothing to the County, and provide the County with a receipt for the replacement clothing. Replacement will not be made for damage which is due to negligence on the part of the employee or for normal wear and tear.

5. The County will pay the cost of replacing prescription eye glasses which are broken while performing job duties when such breakage is not due to failure of the employee to follow appropriate safety and other work procedures and when such breakage is reported to the employee's supervisor before the employee leaves work on the day on which the breakage occurs, or on the first work day following the breakage if the employee could not have reasonably known of the breakage on the day on which the breakage occurred.

6. The County shall provide the required "tools" and "uniforms" upon initial hire and replace as needed or required per safety or regulations.

7. Any tool(s) beyond the basic complement which, during the term of a person's employ with the County, are determined by the County to be required for the job function shall be provided by the County.

Article 29 - Miscellaneous

1. Copy of the Agreement. The County will promptly post a copy of this Agreement on the County intranet and will notify, by email, all employees who have County email addresses of such posting. In addition, upon the individual, written request of an employee or the Association, the County will furnish a paper copy of the Agreement to the requesting party.

2. Blood Drive. The County shall make a reasonable effort to cooperate with the needs of employees in connection with their donation of blood during County authorized blood drives, including the provision of a reasonable rest/recovery period, if needed.

3. Any medical reports, dental reports, or examinations 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.

4. When the County requires either a CDL License or Hazmat certification, the County will have the cost of attaining such special licensing advanced to the qualifying agency.

Article 30 - Educational Assistance

1. The County, subject to availability of budgeted funds and upon approval of the Board of Commissioners, may provide tuition fees for approved college courses and job-related education. The following qualifications must be met:

    a. Employees must be in a regular status.

    b. The course must be taken at an accredited institution of higher learning or an approved adult education class.

    c. Successful course completion with a pass (for pass/fail courses) or score of at least seventy percent (70%) or "C" for all other courses. Courses which are not job related will not be subject to consideration for tuition reimbursement.

    d. If time off work is required, prior approval from the employee's Department Head/Elected Official.

2. An employee must receive prior approval from the Department Head/Elected Official, County Manager, and the Board of Commissioners for tuition reimbursement based on the accepted and established "Education Assistance" reimbursement form.

Article 31 – Safety

1. The County shall comply with all applicable state and federal laws and regulations concerning employee health and safety.

2. A copy of all safety Policies and Procedures, including contact information of the County Safety Officer, shall be provided employees in each work area. Employees shall comply with all reasonable safety policies, practices, and rules established by the County, and shall cooperate with management in enforcing all safety measures.

3. No employee shall be required to travel alone to a remote area of the County while on duty without being provided with two-way radio communication equipment which provides contact availability. Two radios per affected departments will be provided for safety purposes.

4. The County safety committee shall include two (2) representatives of the Association, one from the north and one from the south part of the County.

5. To facilitate the adjustment of work schedules, the committee will notify all members and their supervisors of the locations, dates, and times of committee meetings, upon such determination.

6. Association committee members shall not lose pay for time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly-scheduled work hours.

7. First aid kits meeting minimum OSHA standards shall be installed and maintained in all County-owned vehicles

8. At least once each year, the County shall make available to interested employees, when and where available on County time, classes in basic first aid and basic CPR.

9. When the County determines it is necessary to determine the possible health effects on employees of exposure to hazardous materials or other emergency situations, it may direct an employee to undergo a medical examination by a physician of its choosing. The results of the examination shall be accessible only to individuals engaged to determine the impact of potential exposures. All time spent in receiving such an examination is work time.

10. If the County has cause to doubt an employee's fitness for duty, such employee may be required to see a physician of the County's choosing and at the County's cost to determine whether the employee is capable of continuing performance or whether consideration for disability leave, disability retirement, or termination may be warranted.

Article 32 - Wages

There shall be no cola or other across the board wage increase during the fiscal years July 1, 2012 – June 30, 2013 and July 1, 2013 – June 30, 2014 (unless renegotiated pursuant to the reopener set out in Article 36).

Members of this association will be paid according to the below grade & step:

GRADE/STEP		1	2	3	4	5	6	7	8
JPO	**F13**	20.71	21.52	22.38	23.29	24.21	25.20	26.16	27.22

Article 33 - Health & Life Insurance

1. The County and the Association agree that, effective the first of the month following ninety (90) days of employment, the County will pay the entire employee-only premium cost of group health, dental, vision, and 25k 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 plans in effect on April 1, 2003.

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 for 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. The County and the Association agree that this Article shall be subject to re-opener, upon call of either party, if the premium rate, at any strata, suffers a premium increase of twenty percent (20%) in any single insurance year.

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 16, paragraph 6 herein.

6. The County will purchase and maintain a $50,000 term life insurance policy for each employee in the bargaining unit with at least two (2) years County service.

Article 34 - Longevity

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.

Article 35 - Savings Clause

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. If, however, the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Agreement negotiations are reopened.

Article 36 - Duration

This Agreement and each of its provisions shall become effective upon approval and signing, and shall run in full force and effect until June 30, 2014.

IN WITNESS THEREOF, the County and the Association have caused these presents to be duly executed by their authorized representatives, effective this 9th day of July, 2012.

Nye County Employees Association

_____

By: Randall Jones, President

Nye County, State of Nevada
Board of Commissioners

_____

By: Lorinda Wichman, Chairman

Attest:

_____

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

Addendum A - Consanguinity / Affinity Chart

CONSANGUINITY

4th Degree	Great Great Grandparent Great Aunt/Uncle First Cousin Grand Nephew/Niece
3rd Degree	Great Grandparent Aunt/Uncle Niece/Nephew Great Grandchild
2nd Degree	Grandparent Brother/Sister Grandchild
1st Degree	Parent Child

YOU

AFFINITY

1st Degree	Spouse
2nd Degree	Parent-in-Law Daughter/Son-in-Law
3rd Degree	Grandparent-in-Law Brother/Sister-in-Law Grandchild-in-Law
4th Degree	Great Grandparent-in-Law Aunt/Uncle-in-Law First Cousin-in-Law Niece/Nephew-in-Law Great Grandchild-in-Law

Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

Addendum B - Definitions

Unless the context otherwise requires, the words and terms used in this Agreement shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as such appears in this Agreement, and if no context is apparent, shall be given their plain and ordinary meaning.

1. **Anniversary Date.** The date on which an employee began working in the position to which s/he was most recently appointed. Upon initial appointment to County employment, the "Date of Hire" and the Anniversary Date are the same.

2. **Appointing Authority**. An official having authority to legally make appointments to positions in the County service.

3. **Base Salary**. That rate of pay provided to an employee as compensation reflected in the salary Appendix(es) in exchange for services provided exclusive of any cash or non-cash benefits.

4. **Break in Service.** Those periods during which an employee is not in paid status and ineligible to accrue annual leave, sick leave, longevity, and other benefits unless otherwise delineated in this Agreement.

5. **Certificate of Fitness.** A signed statement from a state licensed health care provider indicating whether an employee is medically able to perform regularly assigned job duties without restriction or limitation.

6. **Compensatory Time.** That paid time off due an employee in lieu of overtime pay.

7. **Continuous Service.** That service commencing with appointment to a regular, budgeted position and continuing until separation from County service, minus any breaks in service.

8. **Date of Hire.** The date on which an employee originally began employment with the County in a regular position. Any separation from employment with the County that exceeds twelve (12) consecutive months will result in a new date of hire.

9. **Demotion.** The movement of an employee from one classification to another classification with a lower salary range. Involuntary demotions as a result of discipline are eligible to use the disciplinary process.

10. **Department Head.** Appointed official directly responsible to the County Manager, or the elected official responsible to the electorate for the overall administration of a department.

11. **Grant Employee**. An employee occupying a position funded by grant monies. Such employees accrue fringe benefits in the manner set forth in this Agreement. However, the term of employment is subject to the continuance of grant funds, and such employees shall be terminated without rights of appeal when such funds are no longer available.

12. **Initial Appointment.** First regular position in which an individual is employed by the County, or in the case of an employee who has a break in service resulting from a resignation, termination, or layoff from which the employee was not recalled; or the first regular position held since the resignation, termination, or layoff.

13. **Job Vacancy.** A budgeted position in the competitive service to which an appointment has not been made.

14. **Negotiations.** The process of collective bargaining between the County and the Association in determining the relationship between both parties, conditions of employment, and compliance with such conditions.

15. **Overtime Pay.** Money due an employee for the hours an employee is required by his/her supervisor to work overtime.

16. **Part-Time Regular Employee.** One who is hired to fill a part-time position and normally works between twenty (20) hours and forty (40) hours per week. Such employees are paid only for the actual hours worked. Part-time employees working fewer than twenty (20) hours per week are not covered by this Agreement.

17. **Part-Time Position.** A position in the non-competitive service having an irregularly scheduled work week (normally twenty (20) hours or less per week).

18. **Employee or Regular Employee**. One who has successfully completed his/her initial probationary period in a position.

19. **Position.** A budgeted position in the competitive service with a normally scheduled work week of forty (40) hours or more.

20. **Privileged Documents.** Those documents that pertain to security checks, reference materials from past employers or schools, and subjective evaluations elicited during the selection process.

21. **Probationary Employee.** One who is hired to fill a budgeted position but has not completed the probationary period.

22. **Probationary Period.** That period of time after initial appointment during which the employee has not attained regular status in that classification.

23. **Promotion.** The movement of an employee from one classification to another classification with a higher salary range.

24. **Reallocation.** A change in the approved classification of a position which results from changes in the duties and responsibilities assigned to an existing position.

25. **Reassignment.** Any non-disciplinary movement of an employee from one position to another for which s/he is qualified as established in the job description.

26. **Recall.** The procedure under the provisions of Article 25 of this Agreement for the return of employees who have been laid off.

27. **Reclassification.** The assignment of an employee to a new classification following reallocation of a position to a different or significantly revised class. In the event of a

proposed reclassification, the NCEA will be notified for consideration of possible wage rate negotiations.

28. **Rehire.** The appointment of a former regular employee who separated from County service in good standing.

29. **Reinstatement.** The restoring of a regular or regular-intermittent employee to his/her previous position under the provisions of Disciplinary Process.

30. **Suspension.** A temporary break in service with or without pay resulting from a disciplinary action or pending such action.

31. **Temporary Employee.** One who is hired to fill a budgeted or a non-budgeted position not to exceed 1040 hours per year.

32. **Transfer.** The movement of an employee from a position in one County department to a position in another County department having the same salary range.