

A G R E E M E N T

THE COUNTY OF LANDER, NEVADA

And

OPERATING ENGINEERS, LOCAL 3

of

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

AFL-CIO

July 1, 2013 to June 30, 2016

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PREAMBLE

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

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

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 sound, stable and peaceful labor relations between the County and its employees;

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Nevada;

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

ARTICLE 1: RECOGNITION

Lander County, hereafter called County, recognizes the Operating Engineers Local 3, hereafter called Union, as the exclusive representative of all regular employees employed by Lander County, as certified under the provisions of Nevada Revised Statutes, Chapter 288. The following positions will be excluded from the bargaining unit:

Assistant District Attorney
Directors
Probationary Employees
Seasonal Employees
Part Time Employees (working less than 20 hours per week)
Supervisors
Administrative Assistant
Department Heads
Administrative Assistant to the County Manager
Immediate Assistant to each Department Head/Elected Official

ARTICLE 2: DEFINITIONS

A. TYPES OF COUNTY EMPLOYMENT

1. Temporary: A temporary is one who is hired for a period not to exceed six (6) months. If a temporary employee's status is changed to probationary, his or her probationary period shall be retroactive to the date of employment.
2. Regular Intermittent: A regular intermittent employee is one who is filling a budgeted position. The hours

the employee is required to work are at the discretion of his or her department head.

3. Probationary: A probationary employee is one who is hired to fill a budgeted position. Such employees will remain in this status for six (6) months of continuous employment and may be terminated at the discretion of the supervisor. Such terminations shall not be for the purpose of keeping jobs filled with probationary employees. The County may extend an employee's probationary period for up to thirty (30) days with prior written notice to the Union.
4. Regular: Except as conditions above, a regular employee is one who has completed a six (6) month probationary period. The term "employee" as used in this Agreement applies to those persons having a regular appointment to the work force of the County, as listed in Appendix A.

B. TRANSFER

Is defined to mean any movement of an employee from one position to another position in the same class or related class with the same salary grade, or the movement of the employee with his or her position or classification to another location.

ARTICLE 3: NONDISCRIMINATION

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, physical or visual handicap, national origin, sexual orientation or because of political or personal reasons or affiliations. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

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

ARTICLE 5: DISCHARGE AND DISCIPLINARY ACTION

- A. The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion or discharge. Only suspension without pay exceeding three (3) days, involuntary demotion or discharge may be grieved to step 3

(arbitration). Grievances do not postpone disciplinary action.

- B. The County shall have the right to discharge or discipline any employee for cause, but in determining discipline, the County shall not transfer or reassign any employee for disciplinary purposes. The term “cause” shall include, but not be limited to the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports; recording on another employees time card; failure to properly record time; performance of work below required standards; suspension or revocation of a drivers license when possession of a valid drivers license is a condition of employment; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; theft; destroying or willfully damaging the property of another employee or the County; acceptance of a bribe from citizens, vendors, suppliers or others; misuse of County funds; the use or being under the influence of drugs or alcoholic beverages, on the job, during working hours; carrying or possessing firearms while on the job; excessive tardiness or absenteeism; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication with false or defamatory oral or written statements directed against a fellow employee, the County or management or the County Commission; sleeping on the job, or failure to comply with County safety rules; loss or suspension of license or certification that are a condition of employment; harassment and sexual harassment of other employees or the general public.
- C. As determined by the County, the level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant discharge, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension with pay; (4) suspension without pay; or (5) involuntary demotion. One or more of the actions 1 through 5 may occur prior to discharge. The County shall notify the Union within ten (10) working days after the issuance of a written reprimand, however, this notification shall not extend the time for filing a grievance.
- D. The County shall notify the Union of its intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Union Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee’s response.
- E. The County may not discharge employees covered by this contract for cause without first giving the employee and the Union written notice prior to the action being taken.

The written notice shall include the following:

1. A statement that discharge is proposed and the specific charges.
2. Copies of any material or documents upon which the proposed action is based.
3. A statement that the employee has a right to meet with the County to discuss the proposed action.
4. The date, time and location of the pre-termination meeting.

The employee and Union representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee’s response. Failure of the employee to attend these scheduled pre-termination meetings constitutes a waiver of the pre-termination meeting.

- F. 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 place the employee on Administrative leave with pay upon giving the appropriate notice in Sections D and E.
- G. Any record of disciplinary action, excluding oral warnings and reprimands, in order to remain effective, must be placed in the employees official personnel file.
- H. Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.
- I. Involuntary demotions shall be limited to instances of documented substandard performance during and after completion of the probationary period.
- J. Any time limits contained in this Article may be extended by written mutual agreement of the Employee or Union and the County.
- K. For the purposes of this Article, "County" includes the County Manager, Elected Official, Department Heads and County Commissioners.
- L. Probationary employees are not covered by this article.

ARTICLE 6: PROCEDURE FOR FILLING VACANCIES

- A. All bargaining unit position vacancy announcements shall contain all necessary information regarding the position and shall first be posted on at least one bulletin board in each County courthouse for at least five (5) working days prior to the deadline for applications contained on the vacancy announcement.
- B. The Union Steward, designated by the Union and working in the Battle Mountain Courthouse and in Austin shall receive a copy of the announcement.
- C. Employees interested in being considered for the position shall submit an application to the County Clerk.
- D. All employee applicants for positions shall be considered in determining who is best qualified for the position. Factors to be considered in making the selection will include County service, appropriate education, training, experience, past performance and the result of an oral interview, if necessary. All other factors being equal, the length of service and the training received within the County will be the deciding factors, and the result of an oral interview with the Department Head, Elected Official, or selection team if necessary.
- E. All employee applicants will be advised of the outcome of their applications. The rejection of an applicant shall not be grievable under the grievance procedure.
- F. Intra-departmental promotions shall not be governed by the provision herein as to the announcement of vacancies.
- G. All County employees that have been promoted or transferred will serve a thirty calendar (30) day probationary period.

- H. Employees that fail to perform the new job requirements to the satisfaction of the County or as determined by the employee may return to the employee's previously held position within fifteen (15) working days after any promotion or transfer pursuant to this article, otherwise the employee will be placed on a County wide recall list as provided by the seniority article of this agreement. Employees filling such previously held positions by initial probationary appointment, promotion or transfer may be automatically demoted, transferred or terminated at the County's sole discretion if the promoted or transferred employee returns to the previously held position pursuant to this section.
- I. If a new hire probationary employee resigns or is terminated within six (6) months of initial hire, the County may use the last of eligible applicants to fill the vacancy prior to reposting the vacancy pursuant to paragraph A.

ARTICLE 7: ACCIDENT LEAVE

When an employee is absent from employment by reason of an accident for which benefits are payable and received under County /Self Insured and the employee so elects, the County of Lander shall pay to such appointed employee, during the period of disability, full sick leave benefits and further, at the election of said appointed employee, full annual leave benefits may be drawn during said continuing period of disability, but shall be drawn only to the extent of the difference between his or her salary and SIIS benefits. The employee may decline use of any part of said sick and annual leave benefits normally payable to him or her while receiving benefits under the State Industrial Insurance System. During such period of time, any employee electing not to receive sick or annual leave benefits shall be considered to be on leave of absence without pay.

ARTICLE 8: ANNUAL LEAVE

- A. All bargaining unit employees shall be entitled to annual leave with pay at the following rates:

Years of Service	Vacation Accrual	Maximum Accrual
0 - completion of 5 years	8 hours/month	240 hours
Start of year 6 - completion of 10 years	10 hours/month	240 hours
Start of year 11 and thereafter	13.33 hours/month	240 hours

An employee will not be allowed to carry more than 240 hours annual leave at any time. The employee will be required to take any leave amount over the maximum accrual within thirty (30) days. If an employee falls sick during approved annual leave, the time he or she is sick cannot be charged to sick leave without a doctor's certificate and the approval of the Board of County Commissioners. Annual leave benefits shall be considered only to be time off with pay. Payment for time accrued in lieu of annual leave will be not allowed, except as provided below. Leave year is to be construed the same as the calendar year (January 1 through December 31).

- B. The Commissioners shall have the authority to grant leaves of absence to any employee without prejudice to status, but no vacation or sick leave credits shall accrue during such leave period.
- C. Employees shall be entitled to compensation not to exceed a maximum of 240 hours for accrued annual leave upon the termination of employment, such compensation to be equal to the number of accrued hours of annual leave multiplied by the hourly wage of such employee at the time of termination. However, this paragraph shall not apply to employees of the County who have been in the employment of the County for less than six (6) consecutive

months.

- D. If an employee is nearing maximum accrual, (240 hours) and requests annual leave to avoid losing the overage, and such leave is denied by their supervisor, the supervisor will be required to submit written notification of the denied leave hours to the Board of County Commissioners for payment approval for the requested leave hours. Upon approval by the Board of County Commissioners, such employee shall be paid for the requested leave hours on his or her next paycheck.
- E. During the first six (6) months of employment of any employee, annual leave shall accrue, but no annual leave shall be taken during such period.
- F. No employee shall be absent from employment on annual leave without first obtaining approval from his or her department head.
- G. If the employee has filed a written designation of beneficiary, the final payment of compensation due a deceased employee of any county, city, town, township, district or any other political subdivision of the State of Nevada, is not his or her property or that of his or her estate, but shall be released to the designated beneficiary upon the written request of such beneficiary. If the deceased employee has not filed such a designation with his or her employing public entity, the final payment is part of the employee's personal estate. As used in this section, "final payment" means the net amount due the employee after the deduction of all lawfully withheld sums from the employee's gross compensation.
- H. Employees intending to retire shall provide written notice to the Human Resources Director upon submission of paperwork to the Public Employees Retirement System, or at a minimum, ninety (90) calendar days prior to their intended retirement date, whichever is greater.
- I. Employees shall not be granted annual or compensatory leave within ninety (90) calendar days of retirement or resignation/termination.

ARTICLE 9: BEREAVEMENT LEAVE

- A. When a death occurs in the immediate family of an employee, said employee shall be entitled to leave of absence of up to two (2) consecutive workdays with pay. The employee shall be entitled to an additional five (5) days to be chargeable against sick leave to attend the funeral. Employees absent from work, due to the death of a person not related as immediate family, shall have said day charged against the employee's annual leave.
- B. When taking Bereavement Leave, the employee shall notify his/her department head or the designee as soon as possible.
- C. Verification may be required by the County in order to receive this benefit.
- D. Significant other shall be defined as; a person (not necessarily a spouse) with whom an employee cohabits and shares a long-term sexual relationship (greater than one (1) continuous year). The Executive Director may require documentable proof of cohabitation.
- E. Immediate family shall be defined as; an employee's spouse, parents (including step), grandparents, grandchildren,

children (including step), brothers, sisters, aunts, uncles, nieces, nephews, children's spouse or corresponding relation by affinity, significant other and, if living in the employee's household, includes foster children and foster parents.

ARTICLE 10: MILITARY LEAVE

In the event that an employee is absent due to being called to duty into the military service of the United States or the State of Nevada, he/she will be allowed time off as required by law.

ARTICLE 11: SICK AND MATERNITY LEAVE

- A. All appointed employees of Lander County shall be entitled to sick and disability leave with pay at the rate of ten (10) hours for each month of service in the employment of Lander County, which may be cumulative from year to year, not to exceed 720 hours, subject to the following conditions: An employee is entitled to use sick leave and disability leave only when incapacitated to perform the duties of his/her position due to sickness or injury, when quarantined or when receiving medical or dental service or examination. Sick or disability leave exceeding more than three (3) consecutive days shall require written confirmation by the physician or dentist unless otherwise approved by the Board. In the event of a serious illness in an employee's family requiring his attendance, as verified in writing by the treating physician, an employee may use sick leave not to exceed four (4) consecutive days, provided the family member is within the employee's immediate family. Immediate family consists of spouse, children and parents or other relatives where the employee is appointed legal guardian and residing in the household.
- B. County employees that have accrued in excess of seven hundred twenty (720) hours of sick leave shall, in recognition of budget economy through keeping sick leave requests to a minimum, receive an additional twenty-four (24) hours of annual leave for each multiple of forty (40) hours in excess of the seven hundred twenty (720) hours maximum. For example, if an employee has accrued seven hundred sixty (760) hours sick leave, that employee shall receive twenty-four (24) hours additional annual leave or vacation leave. However, his/her allowed maximum for sick leave shall be reduced to seven hundred twenty (720) hours. Hours will automatically convert at seven hundred sixty (760) hours.
- C. The time off work due to pregnancy of an appointed female employee shall be chargeable against sick leave. All sick leave and annual leave must be used before a leave of absence may be granted by the Board of Commissioners.
- D. Accrued sick leave will be deducted from any requested and approved FMLA leave.

ARTICLE 12: UNION BUSINESS LEAVE

- A. Three (3) members of the Union Negotiation committee may be granted leave from duty with full pay for all meetings between the County and the Union for the purpose of negotiating the terms of this contract, when such meetings take place at a time during which such members are scheduled to be on duty. After conclusion of all such meetings, the Union Steward will be required to return to duty within their assigned work schedule. Leave granted under this section includes any required travel time from the employee's assigned work location to the location of the meeting between the Union and County. Not more than one (1) member of the Union negotiation committee shall be from a work location outside of Battle Mountain, Nevada.

- B. One (1) Union Steward may be granted leave from duty with full pay for all meetings between the County and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
- C. Whenever conditions permit, two (2) Union Stewards may be granted leave from duty for any reasonable and just cause as may be determined and granted by the County Commissioners. Approval for such leave by the County Commissioners shall not be unreasonably denied.
- D. The Union shall notify the County of the designated business representative, who shall be authorized to meet and confer with County employees and department heads concerning the enforcement of the provisions and terms of this Agreement and other working conditions.
- E. Not more than one person from a single department may leave, either for the negotiation meetings or for steward business.
- F. Union stewards may be allowed reasonable time to contact their non-employee union representative by phone while on duty regarding requests for representation or grievances which require an immediate response. Such contacts must have prior Department Head or designee approval, which will not be withheld unless the contact will have an adverse impact on the operational requirements of the affected County Department.

ARTICLE 13: MEETING ROOMS AND BULLETIN BOARDS

- A. It is the privilege of the Union to use provided space on the County bulletin boards for the posting of information or notices concerning Union business. In addition the County shall allow the Union to post one meeting notice per County bulletin board. A copy of all material to be posted will be sent to the County Commissioners and/or their representatives when posted.
- B. Upon prior approval and subject to availability, the County may provide space for Union meetings.

ARTICLE 14: JURY DUTY/COURT APPEARANCE

- A. Any employee requested to appear in any court or before the Grand Jury as a juror or witness in a criminal case or a civil case with purpose of giving testimony for the County, shall receive full compensation as though he or she were actually on the job during the time.
- B. The employee shall claim any jury, witness, or other fee, except mileage or meals, to which he or she may be entitled by reason of appearance and pay the fee(s) over to the County Treasurer.
- C. Employees appearing in court for the above stated reasons on scheduled days off shall retain the use of compensation as may be authorized for that appearance.
- D. The employee shall return to work or remain at work as much as possible.
- E. Employees will be given time off to dress and/or clean up prior to appearance as necessary.

ARTICLE 15: EDUCATIONAL COURSES

- A. It is the policy of the County that tuition fees for approved job related educational and training courses for County employees may be approved, subject to acceptance by the Board of Commissioners.
- B. Any employee attending an approved course at the request of the County shall not lose any wages or benefits.

ARTICLE 16: SALARIES

- A.
 - 1. Effective the first full pay period following July 1, 2013, the County will reclassify job classifications and increase salaries in effect June 30, 2013 by 8.0% (See Appendix A1, Page 23).
 - 2. Effective the first full pay period following July 1, 2014, salaries in effect June 30, 2014 will be increased by 4.0% (See Appendix A2, Page 24).
 - 3. Effective the first full pay period following July 1, 2015, salaries in effect June 30, 2015 will be increased by 4.0%. See attached Appendix A (See Appendix A3, Page 25).

- B. SALARY RATE UPON INITIAL APPOINTMENT

- 1. New employees hired into entry level classifications shall be paid at the entry level on Appendix A for each class assigned.

- C. SALARY RATE UPON LATERAL TRANSFER

Upon transfer to a position in the same pay class, the affected employee shall retain his/her same rate of pay.

- D. The following shall not be considered as breaks in qualifying service for salary adjustment and longevity:

- 1. Authorized military leave, provided that the person is reinstated within ninety (90) days following honorable discharge from the military service.
 - 2. Authorized educational leave.
 - 3. Time during which employee is receiving compensation for injury or disease arising out of, and in the course of, his or her employment.
 - 4. Authorized leaves of absence due to long term illness may be extended beyond ninety (90) days upon written request of the department head and employee to the Board of Commissioners for approval.

- E. NEW JOB CLASSIFICATIONS

The County shall advise the Union of all new job classifications it intends to implement at least ten (10) days prior to said implementation.

- F. SALARY RATE ON PROMOTION

Upon promotion to a higher classification the affected employee's wage shall be calculated as follows;

- a. If the employee's pre-promotion wage is lower than the promoted wage, the employee's wage will be increase based on contractual scales.
- b. If the employee's pre-promotion wage is higher than the promoted wage, the employee's pre-promotion wage will be increased 5%.

G. Any employee hired or promoted after March 31 shall not receive the contractual wage increase effective the immediate following July 1.

ARTICLE 17: UNION DUES

- A. Employees may authorize payroll deductions for the purpose of paying Union dues. Upon written authorization to the County from the employee, the County agrees to deduct, on a monthly basis from the wages of the employee, the amount of the Union dues.
- B. The sums deducted shall be forward to the Union after the deduction has been made.
- C. The Union agrees to indemnify, defend and hold the County harmless against any and all claims or suits that may arise out of or by reason or action taken by the County in reliance upon any authorization cards submitted by the Union to the County. The Union 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.
- D. The County will stop automatic dues deductions any time employee terminates dues deduction in writing.
- E. The Union will certify to the County, in writing, the current rate of membership dues. The County will be notified of any change in the rates of membership dues thirty (30) days prior to the effective date of such change.
- F. Upon termination of any employee, the remaining amount of dues for the time worked will be deducted from the final check.
- G. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate union dues when a member in good standing of the Union is in a non-pay status during part of the pay period. In this connection, all other legal and required deductions have priority over union dues.

ARTICLE 18: OVERTIME

- A. All hours of work officially approved by a department head in excess of an employee's basic work week is considered overtime. Overtime hours can be compensated for in one of two ways at the supervisor's discretion:
 1. Compensatory time off figured at one and one-half (1 ½) times the overtime worked; or
 2. Overtime pay will be calculated at one and one-half (1 ½) times the employee's base pay.
- B. Overtime is subject to the following conditions:

In general, overtime is allowable only in conditions of documental emergency; the period of overtime was necessary

and proper and had been properly authorized, in writing, by the appropriate authority. The employee's workweek has been so scheduled to support peak work loads in order to keep requirements for overtime to a minimum.

- C. No overtime shall accrue until a minimum of forty (40) hours are actually worked within one basic workweek, seven consecutive twenty-four (24) hour periods beginning 12:00 a.m. Monday through 11:59 p.m. on the following Sunday.
- D. Employees who are not required by the nature of their job to work holidays will be paid overtime for hours worked on holidays when properly authorized and approved, in writing, by the department head.
- E. Overtime and compensatory time shall be recorded on time and attendance sheets. The sheet shall be submitted to the Finance Department. All claims for payment of overtime shall be approved by the department head and shall be paid on the next regularly scheduled paycheck. Compensatory time shall not be allowed to accrue beyond forty (40) hours.
- F. Hours worked for the purposes of computing overtime shall not include vacation, C. T. O., sick leave or other paid/unpaid time off but shall include unworked holidays listed in Article 23.
- G. Compensatory time earned must be taken within the next calendar month after calendar month earned. If, for whatever reason, the employee does not take their compensatory time as required, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour of leave and the number of hours paid shall be deducted from the employee's leave bank.
- H. The County has implemented 9/80 work schedule allowed by the Fair Labor Standards Act as an alternative work schedule to the workweek defined in paragraph C. The work period begins at 12:00 p.m. on Friday and ends at 11:59 a.m. on the following Friday. Overtime is paid for any hours actually worked over 40 hours during the above work period. The Union agrees that use of the 9/80 work schedule on and before June 30, 2011 is not a violation of the prior labor agreement(s).

ARTICLE 19: CALL BACK

Any unscheduled work required of an employee for which such employee is required by his/her department head or said department head's designee to return to his or her place of employment shall be considered overtime and to be at least two (2) hours in duration for the purpose of compensation not to exceed seven (2) hour increments within a 24 hour period.

ARTICLE 20: STANDBY PAY

- A. Standby is defined as time in which an employee is required by the County to remain available within thirty (30) minutes or less, at the employee's residence to respond to any calls received. An employee may not consume alcoholic beverages while on standby status. An employee placed on standby status shall be compensated at the rate of Three Dollars (\$3.00) per hour for all time an employee is placed on standby at the employee's residence or within Battle Mountain or Austin residential limits. Standby shall not apply when the employee is required to carry a beeper/radio/electronic pager furnished by the County where movement within Lander County is not restricted. Standby will end when callback begins.

- B. In order to insure equity, standby opportunities shall be rotated among those employees qualified to perform the work.

ARTICLE 21: WORKING OUT OF CLASSIFICATION

Those employees who are ordered to fill a higher classification, due to the absence or incapacitation of the incumbent of the higher classified position, shall be entitled to an increase of 2% of the employee's current hourly rate for the actual time acting in such higher classified position.

ARTICLE 22: SENIORITY

- A. Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This section shall refer to regular employees as heretofore defined.
- B. Seniority by department and qualifications shall be a principal consideration in cases of layoffs, demotions and recalls. The County shall give written notice fifteen (15) days prior to an employee's layoff or demotion. A County-wide reemployment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other reemployment or employment lists in the event of rehiring. If the employee refuses an offer of reemployment in the same classification, wage and hours, the employee shall be removed from the list. A regular full-time employee that has been offered a part-time position may refuse that offer and remain on the recall list. Employees laid off due to lack of work, lack of funds or reorganization may only bump, i.e. replace, less senior bargaining employees in their department for bargaining unit position(s) for which the laid off employee is qualified. Determination of whether the laid off employee is 'qualified' is made at the sole discretion of the affected Department Head. The County reserves the right at the time it notices the layoff to designate critical or key bargaining unit positions which are not subject to this bumping procedure.
- C. On reemployment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification, wage and hours held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification, wages, and hours that is most nearly comparable to the employee's original classification and wage as is possible under the circumstances.
- D. Upon reemployment, the salary shall be set pursuant to the Salaries Article of this Agreement.
- E. If a recalled employee is incapable of completing his reemployment from layoff probationary period, the County may extend said employee's probationary period or return said employee to layoff with recall rights status.
- F. Seniority shall be retained and continue to accrue during the period of any leave without pay approved by the Department Head and/or County Commissioners exclusive of any layoff pursuant to this article.

ARTICLE 23: HOLIDAYS

- A. The County and the Union agree that, for the purposes of this Article, holidays are to be recognized as follows:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4th (Independence Day)
First Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving)
The day after Thanksgiving (Family Day)
December 25, (Christmas Day)

Any other day declared a legal holiday or day of mourning by the President of the United States, Governor of the State of Nevada or the Lander County Commissioners.

- B. If January 1, July 4, November 11 or December 25 fall upon a:
1. Sunday, the Monday following must be observed.
 2. Saturday, the Friday preceding must be observed.
- C. All employees who, by nature of their job, are either required, directed or scheduled by their department heads to work on holidays, in addition to holiday pay, shall be compensated at the time and one half rate of pay for all hours performed on such days.
- D. Employees not scheduled or required to work on a holiday will be compensated for said holiday by the County as outlined in section F.
- E. In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled work day before and the scheduled work day after the holiday.
- F. Employees not assigned to work the holiday will receive compensation based on a ten (10) hour day if the holiday falls on a day during which the employee is assigned to work a ten (10) hour shift.
- G. For purposes of this Article, "holiday pay" shall be defined as an increment of pay equal to the hours of the employee's regularly assigned shift at an employee's regular, straight time hourly rate.

ARTICLE 24: HEALTH AND WELFARE

Employees hired prior to July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Health and Welfare Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee and 50% of eligible dependent coverage in same plan. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

Employees hired after July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Health and Welfare Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee. Dependent coverage will be paid at 100% by employee. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

Part Time Employees

Part time employees working 20-35 hours per week will have monthly insurance premiums paid at 75%.

September 7, 2000 Agreement regarding 30-hour employees: Amend September 7, 2000 Agreement to add Gail Utter. All other requirements of September 7, 2000 Agreement remains in full force and effect. (See attached Appendix C).

- A. An employee on unpaid leave of absence may continue to carry County health insurance by making the full premium payments by the first day of each month.
- B. The County and the Union agree that the County will continue to pay the premium cost of the employee's life insurance policy, as outlined in Section A above, such policy providing an amount of \$20,000 life and \$20,000 accidental death.
- C. In the event it becomes necessary for the County to obtain a different provider for insurance, it shall attempt to maintain the present level of coverage.

ARTICLE 25: RETIREMENT

- A. Subject to statutory requirement, the employer agrees to continue making the total employee contributions to the Nevada State Retirement System on behalf of its employees.
- B. The County will cover the 2% PERS increase effective July 1, 2013.
- C. The County covers up to a 2% PERS increase effective July 1, 105 and if PERS exceeds 2% this article will be reopened for negotiations.

ARTICLE 26: PERSONNEL FILE

- A. Each employee shall have the right, upon written request and at any time, to review the material in his or her own personnel file. Under no circumstances may personnel files be removed or taken from the County premises.
- B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.
- C. Personnel materials shall be released for the purpose of processing grievances and for County legal documentation and otherwise when written consent is given by the employee or by court order.

- D. Derogatory material in the file shall be signed by the employee, the source of material identified and dated. Failure to sign may result in disciplinary action. The signing by an employee of derogatory material only verifies the individual has read the material and is not an admission of guilt. Any employee may rebut any derogatory material placed in his/her file.
- E. An employee will, on written request to the County, receive copies of all material in his/her personnel file at the prevailing rate charged for copying.
- F. Commendations shall be placed into the personnel file and a copy presented to the employee.
- G. Copies of written reprimands shall be removed from the employee's personnel file and shall be returned to the employee at the end of 2 years following the date of the written reprimand if the intervening service has been satisfactory as determined by the employee's annual performance evaluation.

ARTICLE 27: GRIEVANCE PROCEDURE

A. DEFINITION

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

The term "days" when used in the Article shall, except where otherwise indicated, mean working days rather than calendar days.

Both parties agree that these proceedings shall be kept confidential.

All hearings held by the arbitrator shall be closed sessions and no news releases shall be released during sessions without mutual written consent.

B. TIME LIMITS

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

C. PROCEDURES FOR FILING

All grievances will be processed in the following manner:

STEP 1 Within ten (10) working days of the event giving rise to a grievance or knowledge thereof, the grieved employee will present the grievance to his/her department head or designee for review in

writing on the grievance form (Appendix B).

The grieved employee may request representation by a steward, business representative or Union representative at this hearing. The department head shall make a reasonable effort to review the grievance and, within five (5) working days of hearing said grievance, render a written decision to the grievant.

STEP 2 Should the grievant be dissatisfied with the Step 1 formal response of the department head, the grievance shall be forwarded, in writing, within ten (10) working days of the Step 1 response to the County Commissioners or their designated representative, by the grieved employee or the Union's designated representative. Grievance hearings shall be conducted in closed session pursuant to NRS 288.220 (contractual disputes) or 241 (personnel matters) depending on the subject matter of the grievance. The County Commissioners or their designated representative shall respond, in writing, to the grievance within fifteen (15) working days of the date said County representative received the grievance. For the purpose of this Step of the grievance procedure, the County will keep the Union notified, in writing, of its designated representative.

STEP 3 The Union may request arbitration of an unresolved grievance. The Union shall notify the County, in writing, of such intent within ten (10) working days of receipt of the Step 2 written response. The parties shall attempt to reach an agreement on an arbitrator. In the event the parties fail to reach an agreement, the parties or Union shall request from the Federal Mediation and Conciliation Services a list of seven (7) arbitrators or, if both parties agree, the Union may request streamlined arbitration from the Nevada Arbitration Association or the American Arbitration Association. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The Union shall strike the first name from the list.

D. ARBITRATORS AUTHORITY

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

E. EXPENSES

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

F. COMPLIANCE

The parties agree to respond to the Arbitrator's decision within five (5) working days of receipt of said decision. The Arbitrator shall endeavor to render a discharge-related decision within fourteen (14) calendar days of the hearing, all other decisions within thirty (30) calendar days.

G. EXCLUSIVE REMEDY

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

ARTICLE 28: STRIKES

- A. The Union agrees that there shall be no strikes against the County under any circumstances and that all County employees shall continue to work under all circumstances.
- B. For the purpose of this Agreement, the meaning of the word “strike” shall include, but not be limited to, any concerted stoppage of work, slowdown, and interruption of the operations of the County by the Union and/or its members.

ARTICLE 29: ASSIGNMENTS REQUIRING MOTOR VEHICLES

- A. Whenever it is necessary for an employee to use a motor vehicle in the performance of assigned duties, such vehicle shall be furnished or employee shall be compensated for the use of said employee’s personal vehicle at the standard mileage reimbursement rate for which a deduction is allowed for the purposes of Federal income tax that is in effect at the time of the use of the employee’s personal vehicle [NRS 281.160 (3)].
- B. Except where previously approved by the Executive Director or affected Elected Official in writing, County vehicles may only be used, driven or otherwise operated by authorized and properly licensed County employees.

ARTICLE 30: HEALTH AND SAFETY

- A. It is the intent of the County to be in compliance with federal, state, and local health and safety statutes.
- B. The County agrees to act as soon as possible in order to alleviate any health and safety problems.
- C. The County will designate all County buildings and passenger cars as nonsmoking.

ARTICLE 31: SAVINGS CLAUSE

- A. In the event that any provision of this Agreement is rendered invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.
- B. This Article does not preclude informal discussion between the parties or any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from formal requirements of notice or time schedule.

ARTICLE 32: WARRANT OF AUTHORITY

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

ARTICLE 33: EFFECTIVE DATE AND DURATION

- A. This Agreement shall be in full force and effect from July 1, 2013 to June 30, 2016.
- B. This agreement shall be automatically reopened for negotiations of economic items beginning with FY 2014 (July 1, 2013 – June 30, 2014) reported on or about November 1, 2014 in annual audit in the event the revenues to the County's General Fund useable in the year received decline from the total revenues received by the County's General Fund for the previous fiscal year, (audited), by 5% or if the unreserved ending fund balance in the County's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1), and the County has fully complied with the provisions of NAC 354.650(1). The parties agree the above procedures constitute compliance with NRS 288.150(2)(w).

ARTICLE 34: DRUG & ALCOHOL TESTING POLICY

Automatic reopener during term of Agreement if County adopts new County wide drug and alcohol testing policy to negotiate over impacts and effects of disciplinary procedures contained in said policy.

ARTICLE 35: LONGEVITY BONUS

- A. To compensate employees for their dedication to Lander County, the County will provide a longevity bonus upon the completion of the qualifying year, as stipulated in this Article.
- B.
 - 1. To qualify for this bonus, the employee shall meet all of the following;
 - 1. Have continuous and uninterrupted, for any reason except layoff, service with the County for the period specified;
 - 2. Bonuses shall be paid in a separate check at the end of the first full pay period in November of each year.
 - 3. Be in a paid status at the time the bonus is paid.
 - 4. Not pending termination proceedings;
 - 2.
 - 1. For employees that complete their qualified year between January 1 and June 30, payment will be made no later than June 30 of the qualified year.
 - 2. For employees that complete their qualified year between July 1 and December 31, payment will be made no later than December 31 of the qualified year.

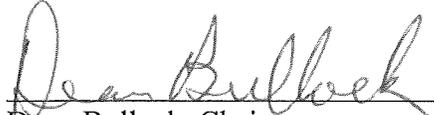
Years of Continuous Service	Payout Bonus Amount (Employer Paid)	Payout Bonus Amount (Employee/Employer Paid)
5	\$1,212.12	\$1,336.30
10	\$2,828.28	\$3,118.04
15	\$5,656.57	\$6,236.08
20	\$8,080.81	\$8,908.69
25	\$12,121.21	\$13,363.03
30	\$16,161.62	\$17,817.37

- C. Any Public Employee Retirement System (PERS) payment related to this bonus shall be the responsibility of the County for employer only paid PERS and standard calculated responsibility for employer/employee paid PERS.
- D. In the event the PERS contribution decreases or increases from the rate in effect following July 1,2011, the Employee Payout will be increased or reduced accordingly.
- E. This provision expires and is no longer in effect after June 30, 2013 unless the parties agree in writing to continue this benefit in a successor labor contract.

IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly

executed by their authorized representatives this 10 day of October, 2013.

LANDER COUNTY
BOARD OF COMMISSIONERS


Dean Bullock, Chair


Steve Stienmetz, Vice-Chair


Brian Garner, Commissioner


David Mason, Commissioner


Patsy Waits, Commissioner

OPERATING ENGINEERS, LOCAL 3 of the
International Union of Operating Engineers AFL-CIO


Russell Burns, Business Manager

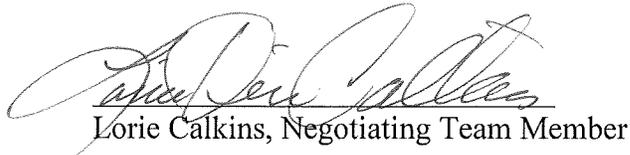

James K. Sullivan, Recording Corresponding
Secretary


Rick Davis, Director, Public Employees Division


Scott Fullerton, Business Representative

LANDER COUNTY


Don Prince, Negotiating Team Member


Lorie Calkins, Negotiating Team Member


Reita Newgard, Negotiating Team Member

APPENDIX A1
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2013
JOB CLASSIFICATIONS

CLASSIFICATIONS	GRADE	STARTING HOURLY WAGE
JANITOR	14	\$13.09
VAN DRIVER	15	\$13.61
ASSISTANT COOK	16	\$14.16
GATEKEEPER	16	\$14.16
SECRETARY	16	\$14.16
DEPUTY 1	17	\$14.74
APPRAISER TECH	17	\$14.74
ASST. SITE DIRECTOR	17	\$14.74
GREENSKEEPER 1	17	\$14.74
HEAD COOK	17	\$14.74
EXECUTIVE SECRETARY TRAINEE	18	\$15.31
GREENSKEEPER 2	18	\$15.31
DEPUTY 2	19	\$15.93
GREENSKEEPER 3	19	\$15.93
MAINTAINER I	20	\$16.58
LEGAL SECRETARY 1	20	\$16.58
APPRAISER TRAINEE	20	\$16.58
ACCOUNTING SPECIALIST 1	20	\$16.58
EXECUTIVE SECRETARY 1	20	\$16.58
HEALTH PROGRAM ASSISTANT	20	\$16.58
MECHANIC 1	21	\$17.24
EXECUTIVE SECRETARY 2	21	\$17.24
WATER AND SEWER TECH 1	21	\$17.24
EXECUTIVE SECRETARY 3	22	\$17.93
MAINTAINER 2	22	\$17.93
LEGAL SECRETARY 2	22	\$17.93
ACCOUNTING SPECIALIST 2	22	\$17.93
APPRAISER 1	22	\$17.93
WATER AND SEWER TECH 2	22	\$17.93
LANDFILL EQUIP. OPER.	22	\$17.93
ACCOUNTING SPECIALIST 3	23	\$18.62
DMV CLERK	23	\$18.62
SENIOR DEPUTY	23	\$18.62
WATER AND SEWER TECH 3	23	\$18.62
MECHANIC 3	24	\$19.38
MAINTAINER 3 W/CDL	24	\$19.38
APPRAISER 2	24	\$19.38
WATER AND SEWER TECH 4	24	\$19.38
APPRAISER 3	25	\$20.95
LEAD PERSON	25	\$20.95
WATER AND SEWER LEAD 1	25	\$20.95
WATER AND SEWER LEAD 2	26	\$21.78
WATER AND SEWER LEAD 3	27	\$22.65
WATER AND SEWER LEAD 4	28	\$23.52

APPENDIX A2
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2014
JOB CLASSIFICATIONS

CLASSIFICATIONS	GRADE	STARTING HOURLY WAGE
JANITOR	14	\$13.61
VAN DRIVER	15	\$14.15
ASSISTANT COOK	16	\$14.73
GATEKEEPER	16	\$14.73
SECRETARY	16	\$14.73
DEPUTY 1	17	\$15.33
APPRAISER TECH	17	\$15.33
ASST. SITE DIRECTOR	17	\$15.33
GREENSKEEPER 1	17	\$15.33
HEAD COOK	17	\$15.33
EXECUTIVE SECRETARY TRAINEE	18	\$15.93
GREENSKEEPER 2	18	\$15.93
DEPUTY 2	19	\$16.57
GREENSKEEPER 3	19	\$16.57
MAINTAINER 1	20	\$17.24
LEGAL SECRETARY 1	20	\$17.24
APPRAISER TRAINEE	20	\$17.24
ACCOUNTING SPECIALIST 1	20	\$17.24
EXECUTIVE SECRETARY 1	20	\$17.24
HEALTH PROGRAM ASSISTANT	20	\$17.24
MECHANIC 1	21	\$17.93
EXECUTIVE SECRETARY 2	21	\$17.93
WATER AND SEWER TECH 1	21	\$17.93
EXECUTIVE SECRETARY 3	22	\$18.65
MAINTAINER 2	22	\$18.65
LEGAL SECRETARY 2	22	\$18.65
ACCOUNTING SPECIALIST 2	22	\$18.65
APPRAISER 1	22	\$18.65
WATER AND SEWER TECH 2	22	\$18.65
LANDFILL EQUIP. OPER.	22	\$18.65
ACCOUNTING SPECIALIST 3	23	\$19.36
DMV CLERK	23	\$19.36
SENIOR DEPUTY	23	\$19.36
WATER AND SEWER TECH 3	23	\$19.36
MECHANIC 3	24	\$20.15
MAINTAINER 3 W/CDL	24	\$20.15
APPRAISER 2	24	\$20.15
WATER AND SEWER TECH 4	24	\$20.15
APPRAISER 3	25	\$21.79
LEAD PERSON	25	\$21.79
WATER AND SEWER LEAD 1	25	\$21.79
WATER AND SEWER LEAD 2	26	\$22.65
WATER AND SEWER LEAD 3	27	\$23.55
WATER AND SEWER LEAD 4	28	\$24.46

APPENDIX A3
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2015
JOB CLASSIFICATIONS

CLASSIFICATIONS	GRADE	STARTING HOURLY WAGE
JANITOR	14	\$14.16
VAN DRIVER	15	\$14.72
ASSISTANT COOK	16	\$15.31
GATEKEEPER	16	\$15.31
SECRETARY	16	\$15.31
DEPUTY 1	17	\$15.94
APPRAISER TECH	17	\$15.94
ASST. SITE DIRECTOR	17	\$15.94
GREENSKEEPER 1	17	\$15.94
HEAD COOK	17	\$15.94
EXECUTIVE SECRETARY TRAINEE	18	\$16.56
GREENSKEEPER 2	18	\$16.56
DEPUTY 2	19	\$17.23
GREENSKEEPER 3	19	\$17.23
MAINTAINER I	20	\$17.93
LEGAL SECRETARY 1	20	\$17.93
APPRAISER TRAINEE	20	\$17.93
ACCOUNTING SPECIALIST 1	20	\$17.93
EXECUTIVE SECRETARY 1	20	\$17.93
HEALTH PROGRAM ASSISTANT	20	\$17.93
MECHANIC 1	21	\$18.64
EXECUTIVE SECRETARY 2	21	\$18.64
WATER AND SEWER TECH 1	21	\$18.64
EXECUTIVE SECRETARY 3	22	\$19.39
MAINTAINER 2	22	\$19.39
LEGAL SECRETARY 2	22	\$19.39
ACCOUNTING SPECIALIST 2	22	\$19.39
APPRAISER 1	22	\$19.39
WATER AND SEWER TECH 2	22	\$19.39
LANDFILL EQUIP. OPER.	22	\$19.39
ACCOUNTING SPECIALIST 3	23	\$20.14
DMV CLERK	23	\$20.14
SENIOR DEPUTY	23	\$20.14
WATER AND SEWER TECH 3	23	\$20.14
MECHANIC 3	24	\$20.96
MAINTAINER 3 W/CDL	24	\$20.96
APPRAISER 2	24	\$20.96
WATER AND SEWER TECH 4	24	\$20.96
APPRAISER 3	25	\$22.66
LEAD PERSON	25	\$22.66
WATER AND SEWER LEAD 1	25	\$22.66
WATER AND SEWER LEAD 2	26	\$23.56
WATER AND SEWER LEAD 3	27	\$24.50
WATER AND SEWER LEAD 4	28	\$25.44

**APPENDIX B
GRIEVANCE FORM**

To be Completed by the Grievant (Please Print or Type)

Department:	Date:
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Grievant Name:	Work Telephone Number:
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Classification:	Date of Incident Giving Rise to Grievance:
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Explanation of Grievance:

The above mentioned action(s) violate(s), misinterpret(s) or misrepresent(s) the Agreement between (circle one) Operating Engineers Local 3 and Lander County.

Specific Violation of Article _____
Specific Violation of Article _____
Specific Violation of Article _____

Remedy Sought:

Employee Signature:	Date:
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Business Representative/Designee Signature:	Date:
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TO BE COMPLETED BY THE APPROPRIATE MANAGEMENT REPRESENTATIVE:

Date	Date of	Date of
<u>Received</u>	<u>Meeting</u>	<u>Grievance Response</u>

Step 1
(Attach copy of written response)

Step 2
(Attach copy of written response)

Step 3
(Attach copy of written response)