Collective Bargaining Agreement
Between

Lincoln County

And

General Sales Drivers, Delivery Drivers & Helpers, and Public Sector

Teamsters Local Union No. 14

Clerical Unit

July 1, 2013 – June 30, 2019

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PREAMBLE

WHEREAS, the General Sales Drivers, Delivery Drivers and Helpers and representing the Public Sector, Teamsters Union Local No. 14, affiliated with the International Brotherhood of Teamsters, was formed under and by virtue of Chapter 288 of the Nevada Revised Statutes, and

WHEREAS, the Board of County Commissioners has recognized the General Sales Drivers, Delivery Drivers and Helpers and representing the Public Sector, Teamsters Union Local No. 14 as the bargaining agent under Chapter 288 of the Nevada Revised Statutes, and

WHEREAS matters relating to certain wages, benefits, and working conditions have been fully discussed and ratified by members of the General Sales Drivers, Delivery Drivers and Helpers and representing the Public Sector, Teamsters Union Local No. 14 and the Board of County Commissioners of Lincoln County, Nevada.

NOW, THEREFORE, it is agreed by and between the **BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEVADA** and the **GENERAL SALES DRIVERS, DELIVERY DRIVERS AND HELPERS AND REPRESENTING THE PUBLIC SECTOR, TEAMSTERS UNION LOCAL NO. 14** and those who are not members thereof, but are eligible for membership and are in the employ of Lincoln County, Nevada, shall receive monetary compensation for their services as hereinafter set forth and shall receive benefits from such employment as also hereinafter set forth.

ARTICLE 1 – RECOGNITION

Section 1: Pursuant to an in conjunction with the provisions of the Local Government Employee Management Relations Act (NRS288), Lincoln County (County) recognizes Teamsters Local No. 14 (Union) as the exclusive bargaining representative of those employees in the bargaining unit which is made up of the following classifications:

Classifications in the bargaining unit:

Assistant – Lincoln County District Attorney
Assistant – Lincoln County Sheriff
Deputy – Lincoln County Clerk
Deputy – Lincoln County Recorder – Auditor
Deputy – Lincoln County Assessor(s)
Deputy- Lincoln County Treasurer
Secretary-Lincoln County District Attorney

Secretary-Lincoln County Sheriff
Secretary – Lincoln County Road Work
Secretary – Lincoln County Building and Planning
Meadow Valley Justice Court Clerks
Pahranagat Valley Justice Court Clerks
Administrative Assistant I

For the purposes of this Agreement, the term Employee shall mean all part-time and full-time Clerical employees in the above classifications and Clerical positions added during the term of the agreement.

For purposes of this Agreement, the FULL TIME employee shall mean an employee regularly scheduled to work forty (40) hours or more per week. A full-time employee shall be paid on an hourly basis.

For purposes of this Agreement, the part time employee shall mean an employee regularly scheduled to work from twenty to thirty-nine (39) hours per week. A part time employee shall receive health insurance, retirement benefits, vacation, sick leave, and holiday pay on a pro-rated basis. A part time employee shall be paid on an hourly basis.

All employees are subject to a 6-month probationary period. Probationary employees may be discharged "at will." Only regular, non-probationary employees may grieve their discharge or discipline on the grounds they were discharged or disciplined without just cause.

ARTICLE 2 – PROHIBITIVE PRACTICE

Section 1: Both parties agree not to:

A. Interfere, restrain, or coerce any employee covered by this Agreement in the exercise of any right guaranteed under Chapter 288, Nevada Revised Statutes.

B. Dominate, interfere, or assist in the formation or administration of the Union.

C. Discharge or otherwise discriminate against any employee because she/he has signed or filed an affidavit, petition, or complaint, or given any information or testimony in Chapter 288, or because she/he has formed, joined, or chosen to be represented by employee organization.

ARTICLE 3 – UNION DUES

Section 1: Union Dues and Initiation Fees

The County agrees to deduct union dues and initiation fees from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card for the amount certified, in writing, to the County by the Union at 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.

Section 2: Fund Remittance

Such funds shall be remitted by the County to the Secretary-Treasurer of the Union within fifteen (15) days after such deductions. The employee's authorization for such deduction is revocable, subject to the conditions outlined on the check-off authorization or upon termination of employment.

Section 3: Deduction Controversy

Should any controversy arise regarding deductions, the Union will hold the County harmless from any and all claims demands, suits, and all other forms of liability which shall arise out of or be reason of action taken by the county at the request of the Union under the provisions of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the County without negotiations include:

A. The right to hire, direct, assign or transfer an employee but excluding the right to assign or transfer an employee as a form of discipline.

B. The right to reduce in force or lay off any employee because of lack of work or lack of money.

C. The right to determine:

    1. Appropriate staffing levels and work performance standards, except for safety considerations;

    2. The content of the work day, including without limitation work load factors, except for safety considerations;

    3. The quality and quantity of services to be offered to the public; and

4. The means and methods of offering those services.

D. Safety of the public.

ARTICLE 5 – STRIKES AND LOCKOUTS

Section 1: There shall be no lockouts by the County, or strikes or suspension of work, slow-downs, or sick-outs, excluding bona fide illness, by the Union or by the employees. This Agreement is a guaranty by the parties that for its duration there will be no lockouts, strikes, suspension of work, slow-downs, or sick-outs and that all complaints, grievances or disputes arising out of the interpretation or application of this Agreement will be settled pursuant to the grievance process as outlined in Article 21 of the Agreement.

Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the employee.

ARTICLE 6 – ACKNOWLEDGEMENT OF CORRESPONDENCE

Section 1: The County and the Union each agree to acknowledge, in writing, within fifteen (15) days (exclusive of Saturdays, Sundays and legal holidays), all written correspondence from either party to the other party. All correspondence to the Board of County Commissioners shall be addressed to the County Clerk.

All correspondence to the Union shall be addressed to the Secretary-Treasurer of the Union.

ARTICLE 7 – WORK HOURS

Section 1: The normal work week of full-time employees covered by this Agreement shall consist of five (5) days at eight (8) hours each, four (4) days at ten (10) hours each or a two week work schedule that consists of six (6) days at twelve (12) hours each and one (1) day of eight (8) hours. Any approval of a four (4) day work week, for any County Department covered by this contract is subject to the Department Head's approval.

A. Except during emergency situations, all employees shall be permitted to take one (1) fifteen (15) minute rest period in the morning and in the afternoon.

B. Rest periods will not fall within one (1) hour of starting time, lunch period or quitting time.

C. Specific rest periods may be scheduled by the supervisor to ensure the most efficient application of personnel and equipment.

D. All vacation, holiday, and sick leave for full-time employees shall be compensated accordingly, up to, but not exceeding, compensation equivalent to forty (40) hours in a calendar week.

Section 2: Overtime

Overtime is any period of time worked in excess of:

A. Ten (10) hours in a twenty-four (24) hour work day for those employees on a schedule of four (4) of ten (10) hours each.

B. Eight (8) hours in a twenty-four (24) hour work day for those employees on a schedule of five (5) days of eight (8) hours each.

C. Forty (40) hours in a calendar week.

Any employee who works overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

Section 3: Compensatory Time

A. Because the work load of some functions fluctuates both within and beyond the payroll periods, employees shall be able to accumulate Compensatory Time rather than be paid overtime. The purpose of Compensatory Time is to allow employees to take paid time off in conjunction with work load lows rather than be paid at the overtime rate during workload peaks.

B. To accumulate Compensatory Time, employees may volunteer and the supervisor may allow the employee to accept time off rather than overtime pay. This Compensatory Time will be accumulated at the contractual rate earned. (If the payment for overtime is at the one and one-half time rate then the employee shall get one and one-half times of Compensatory Time for each hour of overtime worked. If overtime is at a double time rate then the Compensatory Time will be at the double time rate). No employee will be required to accumulate Compensatory Time rather than be paid at the overtime rate.

C. To use Compensatory Time employees must schedule their absence from work with their supervisor five working days in advance of the absence. Such absences will normally be scheduled when, based on the workload, manpower, or other recognizable needs, it will not place a hardship on the County or other employees.

D. Compensatory time off may accumulate to a maximum of one-hundred twenty (120) hours. No employee may have an accumulated balance of Compensatory Time exceeding one-hundred twenty (120) hours at the end of any pay period. Employees may

not have a deficit Compensatory Time balance. Whenever an employee requests Compensatory time in lieu of overtime and such Compensatory time accrual would exceed one-hundred twenty (120) hours the employee must be paid at the applicable overtime rate for all hours above one-hundred twenty (120) that would otherwise be in the employee's Compensatory time accrual balance.

E. Whenever an employee separates from County employment any unused Compensatory Time will be paid at a straight time hourly salary rate.

ARTICLE 8 – ANNUAL LEAVE

Section 1: Each employee, after six (6) consecutive months of service, shall be entitled to accrue annual leave at the rate of one and one-quarter (1 ¼) working days for each month of service. Accrual begins from date of hire and is pro-rated based upon hours actually worked for part-time employees. The hourly accrual shall be ten (10) hours per month for a forty (40) hour work week. Each employee is entitled to take annual leave time with pay after six (6) months of employment in a position covered by this bargaining unit. Employees must be on paid status ten (10) or more work days each month to be eligible to accrue leave.

Beginning with the completion of four (4) years of actual service since the employee's most recent date of hire, each employee shall be entitled to annual leave with pay at the rate of one and one-half (1 ½) days for each month of service. The hourly accrual shall be 12 hours per month for a forty (40) hour work week.

Section 2: Accumulation

The annual leave may be cumulative from year to year, not to exceed two hundred forty (240) hours, on December 31 of each year. If an employee, on or before October 1, requests permission to take annual leave in writing, and his/her request for leave is denied in writing for any reason, she/he is entitled to payment for vacation time in excess of two hundred forty (240) hours which she/he requested to take and which she/he would otherwise forfeit as the result of the denial of his/her request. Said employee shall be compensated for the unused leave at the beginning of the next calendar year in the amount equal to the hourly wage times the number of unused hours.

All annual leaves shall be taken for and at such time as approved by the employee's supervisor.

Section 3: Death

If any employee shall die while in the service of the County and was entitled to accumulated annual leave time under these provisions, the heirs of such person who are given

priority to succeed to his/her assets under the laws of interstate succession of this State, or the Executor or Administrator of his/her estate, upon submitting satisfactory proof to the County of his/her entitlement, shall be paid an amount of money equal to the number of days earned or accrued annual leave time, multiplied by the daily salary or wages of said deceased employee.

Section 4: Termination

A person about to resign, about to retire, or who is laid off, who has earned annual leave time prior to the effective date of his/her termination of employment, may take such annual leave time prior to termination or, at his/her option, be paid for such earned annual leave time.

ARTICLE 9 – SICK AND OTHER LEAVE

Section 1: Each employee, after six (6) consecutive months of service, shall be entitled to accrue sick leave at the rate of one and one-quarter (1 ¼) working days for each month of service. Accrual begins from date of hire and is pro-rated based upon hours actually worked for part-time employees. Employees must be on paid status ten (10) or more work days each month to be eligible to accrue leave. An employee shall not be eligible to accumulate sick leave if she/he has more than nine hundred (900) hours of sick leave available.

Section 2: Sick leave with pay may be taken only for a bona fide illness or disability of the employee or his/her immediate family, a medical or dental appointment of the employee. For purposes of determining eligibility, sick leave for a family member is a spouse, child, foster child, step-child or parent to whom the employee must provide care or assistance during the employee's normal work hours.

Section 3: Family and Medical Leave Act:

A. Family and medical leave for employees shall be governed by the provisions of the Federal Family and Medical Leave Act (FMLA), as may be amended from time to time. Nothing in this section is intended to extend the County employee's rights or benefits not extended in this law. Where there is a conflict between this section and the FMLA, the FMLA governs.

B. Male and female employees who have one year (52 weeks) of service and have worked 1,250 hours in the past year are eligible to take up to twelve (12) weeks during any 12-month period of family or medical leave as defined in the FMLA. Family members are those persons who are so defined in the FMLA.

C. Leave paid or unpaid taken under other provisions of this Agreement shall run concurrently with leave that qualifies under the FMLA.

D. The 12-month period for determining eligibility for benefits under the FMLA shall begin July 1 of each year.

Section 4: The County agrees to allow one (1) employee representative to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employee's leave time.

If for any reason additional employees are needed for informational purposes, upon agreement by the negotiating teams, said employee(s) may be called in the meeting without loss of pay. The negotiating teams shall determine what expertise is needed.

ARTICLE 10 - JOB INCENTIVE

Section 1: If an employee has completed at least ten (10) years of service before his/her death, retirement, or laid off by no fault of his/her own, she/he will be paid for earned time, not to exceed seven hundred and twenty (720) hours of unused sick leave as vacation time to be paid or used in an amount determined by dividing the number of hours of unused sick leave by one and one-half and multiplying the result by the employee's current base rate of pay. In the event of an employee's death, the County shall make payment to the beneficiary(s).

ARTICLE 11 - BEREAVEMENT LEAVE

Section 1: An employee shall be granted three (3) work days off without loss of pay to attend a funeral on the death of a relative within the third degree of consanguinity or affinity. If the funeral occurs 400 statute miles or more from the county and the employee travels to the location, she/he may use up to two (2) days of sick leave for a total of five (5) work days.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1: In the discretion of the County, any employee may be granted a leave of absence without pay, with the permission of his/her supervisor, not to exceed a period of thirty (30) days, unless an extension is requested to the Board of County Commissioners by the employee. Insurance coverage of the employee will remain the same. Annual leave and sick leave will not accrue while any employee is on leave of absence. Approval of any extension of the leave period may be granted at the sole discretion of the Board of County Commissioners. The employee will be responsible for paying his/her insurance premium during any extension of the initial thirty (30) day leave period.

Section 2: In the event of an emergency, the County may grant additional leave, without loss of pay, upon the application of the employee with permission of his/her supervisor, or upon the application of the employee's supervisor on the employee's behalf. Insurance coverage of the employee will remain the same. Annual leave and sick leave will not accrue while any employee is on emergency leave.

ARTICLE 13 - MILITARY LEAVE

Section 1: When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the County shall comply with federal and state provisions provided at United States Code Chapters 43, Part III, Title 38 Uniformed Services Employment and Reemployment Act (USERRA) and NRS 281.145 leave of absence for military duty.

ARTICLE 14 - JURY DUTY

Section 1: Jury leave shall be granted for full-time employees called to serve on jury duty. Employees shall receive their regular pay and will forward any compensation received from the court to the County. Reimbursements received for out-of-pocket expenses such as meals, mileage and lodging may be kept by the employee.

ARTICLE 15 – JOB CONNECTED INJURIES

Each employee covered by this Agreement who is injured in the line of duty will receive full salary for the period herein provided. The County will supplement the amount paid by the workers' compensation insurance provider to keep the injured employee at full salary. The difference between the amount paid by the workers' compensation insurance provider to keep the employee at full salary will be paid by the County at the rate of one-third of a day for each day the employee is on an approved work related injury which prevents the employee from returning to work for up to twelve (12) months from the date of the work related injury. This salary compensation shall begin the first day the employee is not physically working. This salary compensation by the County terminates when the workers' compensation insurance provider released the employee to return to work or twelve (12) months after the date of injury, whichever may occur first. Upon expiration of the twelve (12) months' salary compensation, an employee who is still incapacitated due to in-service injury shall be entitled to draw his/her full wages against sick or annual leave accrued to his/her benefit so long as the individual remains employed by the County.

ARTICLE 16 – HOLIDAYS

Section 1: All employees shall be entitled to all holidays designated in Chapter 236 of the Nevada Revised Statutes with pay.

Section 2: The following shall be considered legal holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr., Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4th
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day (Family Day)	Fourth Friday in November
Christmas Eve (after 12:00 p.m.)	December 24th
Christmas Day	December 25th

Any other days designated by the President of the United States or Governor of the State of Nevada as holiday.

Section 3: In addition to the aforementioned legal holidays, employees will be granted a "floating holiday" each fiscal year. The floating holiday must be approved in advance by his/her supervisor, and taken during the fiscal year such day was granted.

Section 4: The County agrees that employees covered by this Agreement who are required to work on said holidays shall be paid one and one-half (1 ½) times the regular compensation plus their regular holiday pay.

Section 5: Holidays falling on Sunday will be observed the following Monday. Holidays falling on Saturday will be observed on the preceding Friday.

ARTICLE 17 – INSURANCE

Section 1: A health and welfare fund known as the Teamsters Security Fund for Southern Nevada has been established by an agreement and Declaration of Trust dated March 8, 1955, and subsequently amended by the parties. The Employer agrees to abide by said agreement and Declaration of Trust and further to make the following payments to the fund:

A. Beginning upon ratification the total monthly premium due to the Trust will be $800.00 with the County to pay $740.00 per month for the health insurance premium of each

employee covered by the Union plan with the employee to pay the remaining balance of $60.00.

B. Beginning July 1, 2015 the total monthly premium due to the Trust will be $840.00 with the County to pay $760.00 per month for the health insurance premium of each employee covered by the Union plan with the employee to pay the remaining balance of $80.00.

C. Beginning July 1, 2016 the total monthly premium due to the Trust will be $880.00 with the County to pay $780.00 per month for the health insurance premium of each employee covered by the Union plan with the employee to pay the remaining balance of $100.00.

D. Beginning July 1, 2017 the total monthly premium due to the Trust will be $920.00 with the County to pay $800.00 per month for the health insurance premium of each employee covered by the Union plan with the employee to pay the remaining balance of $120.00.

E. Beginning July 1, 2018 the total monthly premium due to the Trust will be $960.00 with the County to pay $820.00 per month for the health insurance premium of each employee covered by the Union plan with the employee to pay the remaining balance of $140.00.

Section 2: The County will provide an additional $10,000 term life insurance policy for each eligible employee.

Section 3: For any employee whose spouse is also an employee the monthly premiums, on the second employee, will be one-half of the rates listed above and the second employee's contribution will be zero.

Section 4: According to the Agreement negotiated, Teamsters Trust Health Insurance Benefits will be extended to eligible non-covered employees. Eligible non-covered employees include all other Lincoln County non-sheriff employees and elected officials who are not members of Clerical, Dispatchers or Road Workers Unit and Lincoln County non-sheriff current retirees covered by the State of Nevada Health Insurance Plan and future retirees.

Section 5: The premium for a current retiree and all other eligible non-covered employees mentioned in Section 3 of the Article who chooses to enroll in the Teamsters Trust Health Insurance Plan shall be the same as the premium for eligible employees in Section 1 of this Article.

ARTICLE 18 – RETIREMENT

Section 1: All employees covered by this Agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with Nevada Revised Statues (NRS) Chapter 286 including any and all the rules of that system. This shall include all rules and provisions for the Employer-pay and the Employer/Employee pay contribution plans. If an employee participates in the Employer/Employee contribution plan their wages will be adjusted to appropriately compensate for the Employee contribution.

Section 2: Increases And Decreases

Effective July 1, 2014, any future increase in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 will be borne equally by the County and employee and will be paid in the manner provided by NRS 286.421.

Any decrease of the retirement contribution will be shared equally by the County and the employee.

ARTICLE 19 – SALARIES

Section 1: The County and the Union agree that beginning July 1, 2014 the hourly base wage of the classifications covered by this Agreement shall be as set forth in "Exhibit A, Grade and Step scale" and shall be the final hourly wage schedule.

Section 2: Effective with the first full pay period in July, 2014 every employee's hourly rate will be adjusted to the appropriate step based upon their grade and years of service. If the employee's rate of pay on the scale is a pay increase that employee will receive retroactive pay for the time period from the first full pay period in July, 2014 until the ratification of this contract. If moving to the Grade and Step scale will result in a pay decrease, that employee will remain at their current rate of pay until such time as they are due an increase according to the scale. No employee will receive a pay decrease as a result of the implementation of the Grade and Step scale. All employees, if eligible, will also receive any step increase they are due for step advancement from July, 2014 to the ratification of the contract with the appropriate retroactive pay back to the date of the step advancement.

Section 3: Effective with the first full pay period in July, 2014 all employees hired prior to August 1, 2001 who are not receiving a wage increase in the new Grade and Step scale and who did not receive their step increases in the previous Collective Bargaining Agreement will have their hourly wage rate increased by five percent (5%) and will receive the appropriate retroactive pay.

Section 4: Employees who are promoted to a new classification will move to the appropriate step on the Grade and Step scale, according to years of service, in the new wage range.

Section 5: Employees who are demoted to a new classification will move to the appropriate step on the Grade and Step scale, according to years of service, in the new wage range.

Section 6: Employees covered by this Agreement shall not receive lower wages than temporary or part-time employees hired to perform the same tasks as bargaining unit employees. Part-time employees shall not exceed the starting salary of the bargaining unit employee.

ARTICLE 20 - EMPLOYMENT STATUS AND DISCIPLINARY PROCESS

Section 1: Resignation: A full-time employee who resigns shall submit their written resignation to their Department Head and give at least two (2) weeks' notice. The elected official, on the recommendation of the Department Head, with the concurrence of the employee, may shorten or waive the notice period.

Section 2: Temporary Employment Termination: Temporary employees may be terminated at such time as their assigned job is completed or funding for the project is exhausted. The decision to terminate a temporary employee is final and not subject to grievance or arbitration.

Section 3: Part-time Employment Termination: Part-time employees may be terminated at such time as their assigned job is completed, funding for the project is exhausted or any other reason as they are at-will employees. The decision to terminate a part-time employee is not subject to grievance or arbitration.

Section 4: Probationary Employment Termination: If during a probationary period an employee's performance or conduct is not satisfactory to the County, the employee may be terminated without recourse to the grievance and arbitration provisions of this Agreement.

Section 5: Discipline and Disciplinary Procedure: Discipline can be administered in accordance with Article 20 for any violation of any provision of this Labor Agreement. The County is committed to utilizing disciplinary actions as a means to change and correct behavior, rather than as a form of punishment or embarrassment. The County will normally apply discipline progressively, and both parties acknowledge that there will be times when non-progressive discipline, up to termination, may be warranted.

Should the County initiate an investigation of alleged employee misconduct; the investigation will be completed along with any disciplinary recommendation, within fourteen (14) calendar days of the initial employee interview. Should circumstances preclude compliance with this timeframe, the elected official will notify the Union and provide an estimate for completing the investigation. If there is a disciplinary recommendation of suspension, demotion or termination, the required hearing with the elected official or designee may occur after this fourteen (14) day period.

A. Discipline Categories are: conduct, attendance and performance. Each category is defined below.

    1. Conduct Category:

        a. Insubordination;

b. Alcohol or substance abuse on the job;
c. Conduct unbecoming an employee;
d. Conduct which discredits the County;
e. Acts of moral turpitude;
f. Granting an improper privilege;
g. Threatening or striking another person;
h. Intentionally falsifying County documents;
i. Intentionally giving false statement during an investigation;
j. Engaging or conspiring in the theft of County property or supplies;
k. Theft of the personal property of others;
l. Sexual or racial harassment action;
m. Violation of the criminal laws of the United States, State of Nevada, or any other state of which, had it occurred in Nevada, would be a crime in Nevada;
n. Violation of any provision of the Charter of the County
o. Violation of department policies;
p. Outside employment that conflicts or interferes with assigned duties;
q. Improper use of one's employment with the County for the employee's personal and/or financial advantage;
r. Unauthorized use and/or destruction of County property, equipment and/or materials;
s. Solicitation as a County employee for money, goods, or services not specifically authorized by the County Commissioner's or designee;
t. Acceptance or solicitation of a bribe or any compensation intended to influence the employee in the performance of their duties for the County;
u. Divulgence of any confidential material to anyone not authorized to receive it;
v. Misconduct in office.

2. Attendance Category: Employees who enter a progressive disciplinary process for attendance or tardiness will be notified of this in writing by management. This notification will clearly identify the unacceptable behavior and future expectations and consequences.

    a. Tardiness;
    b. Sick leave abuse;
    c. Unexplained absence from duty;
    d. Abandonment of post: An employee absent from duty in excess of three (3) days without a satisfactory explanation shall be considered to have abandoned their post and shall be terminated provided that the employee's Department Head shall make a reasonable effort to locate the employee.

        i. Reasonable effort to locate the employee shall be satisfied if the Department Head or County Commissioners send a certified letter with return receipt requested to the employee at the address shown in the employee's personnel file.

ii. Termination for abandonment of post shall be deemed to be for just cause.

3. Performance Category:

   a. Safety: Willful violation of safety practices in performance of duties, including operation of County equipment and vehicles.

   b. Unsatisfactory Service: An employee who has completed the probationary period may be terminated or subject to disciplinary action if their performance or conduct is not satisfactory.

      Unsatisfactory Service is:

      i. If the employee fails to perform the functions of the assigned position;
      ii. If the employee fails to establish and maintain cooperative working relationships;
      iii. Incompetence;
      iv. Inefficiency;
      v. Neglect of duties.

B. Types of Discipline: An employee whose conduct, attendance or performance is considered unsatisfactory shall be subject to discipline. Depending on the nature and severity of the offense or performance problem, anyone of, or combination of, the following types of discipline may apply: counseling, written reprimand, suspension, decision-making leave, demotion, probation, and/or termination.

   1. Informal Discipline: The identification of an employee's unsatisfactory behavior, and the opportunity given to the employee for correction. Informal discipline consists of counseling and oral warning.

      a. Counseling: Supervisor counsels the employee regarding their unsatisfactory behavior.

      b. Oral Warning: Supervisor provides clear warning that continued unsatisfactory behavior will lead to formal discipline.

      c. Personal Improvement Plans: Employees may be subject to Personal Improvement Plans designed to address specific performance issues without formal discipline.

   2. Formal Discipline: Continued unsatisfactory behaviors, or committing offenses of such serious nature that requires immediate expulsion from work, are subject to

the formal discipline process. Formal discipline may consist of anyone or combination of the following:

a. Written Reprimand: An employee receives official written notice to correct continued unsatisfactory behaviors.

b. Personal Improvement Plans: Employees may be subject to Personal Improvement Plans designed to address specific performance, conduct or attendance issues and such Plans will specifically identify formal discipline may result from non-compliance.

c. Suspension: An employee may be suspended with or without pay as a disciplinary measure. Suspension without pay requires a pre-disciplinary hearing approved by the County Commissioner responsible for employee contracts and relations, or designee.

   An employee may be suspended without pay for an indefinite period of time as a result of a criminal complaint in a court of law.

d. Demotion: An employee may be demoted as a result of a disciplinary action. Demotion requires a pre-disciplinary hearing approved by the County Commissioner responsible for employee contracts and relations or designee.

e. Decision-Making Leave: Paid or unpaid time away from work is provided so that the employee may decide on whether employment with the County is in their best interest.

f. Probation: An employee may be placed back into a probationary period not to exceed six (6) months in an effort to further evaluate and rehabilitate the employee. Same infraction during a probationary period may be subject to termination without recourse to the grievance and arbitration provisions of this Agreement.

g. Termination: An employee may be terminated as a result of disciplinary action. Any termination under this Article shall be in writing and shall set forth the reasons for such termination. Prior to termination, excluding temporary or probationary employees, the employee shall receive a pre-disciplinary hearing approved by the County Commissioner responsible for employee contracts and relations or designee.

3. Discipline Records: An employee shall be notified in writing of any formal disciplinary action that could lead to suspension, demotion, decision making leave, probation or termination. The employee shall have the opportunity to meet with the County Commissioner responsible for employee contracts and relations,

or designee, prior to the proposed formal discipline, and may also respond to the proposed formal discipline in writing.

a. Records of disciplinary actions, excluding informal discipline or oral warnings, will be retained in the employee's official personnel file for a one (1) year period.

   i. If one year has passed without any further disciplinary action and the document is not the subject of a pending investigation, the disciplinary record will be removed from the personnel file upon written request of the employee to the County Commissioner responsible for employee contracts and relations.

   ii. The County Commissioner responsible for employee contracts and relations will respond to the employee's request to remove the discipline record within thirty (30) days.

   iii. Performance evaluations are exempt from this Article.

   iv. The employee shall have access to their personnel file, along with the employee's representative. An employee may insert into their personnel file a rebuttal statement in response to written reprimands or negative commentary in the file.

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

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1: The purpose of the Grievance Procedure shall be to settle all grievances between the Union and the County as quickly as possible to insure efficiency and promote employee morale. Should any employee, group of employees, or the County feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustment shall be sought as follows:

Section 2: In order to promote harmony, the Union and the County agree that the employee is encouraged to discuss matters in dispute with the immediate supervisor first.

Section 3: All grievances must be filed in writing, within ten (10) calendar days after the matter in dispute or disagreement is alleged to have occurred; provided, however, a grievance concerning rates of pay covered by this Agreement shall be presented within fifteen (15) calendar days of the date the employee could reasonably be expected to discover the alleged improper payment.

Step 1: The grievance shall first be discussed among the Union Steward, the employee, their immediate supervisor and the County Commissioner responsible for employee contracts and relations within ten (10) calendar days of its filing. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2: Within seven (7) calendar days from the date of the informal discussions with their immediate supervisor and County Commissioner responsible for employee contracts and relations, but not later than fourteen (14) calendar days after the act or omission giving rise to the grievance, the Union Representative shall present the grievance, in writing, to the Department Head or their representative. The Department Head or representative shall arrange for such meetings with the Union and make such investigations as are necessary. The Department Head shall respond in writing to the aggrieved within seven (7) calendar days of their receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 3.

Step 3: In the issue of suspension or termination, the Union may immediately proceed to Step 3. Within fourteen (14) calendar days from receipt of the written response from the Department Head, the Union Representative shall present the grievance, in writing, to the County Commissioner responsible for employee contracts and relations, accompanied by all correspondence and existing evidence on the matter. The County Commissioner responsible for employee contracts and relations, or designee, after consultation with the aggrieved employee and/or Union Representative, will then make a determination, within fourteen (14) calendar days from the date of submission.

Step 4: If a mutually satisfactory settlement cannot be reached between the County Commissioner responsible for employee contracts and relations, or designee and the Union, the parties may mutually agree to request alternate dispute resolution through Federal Mediation and Conciliation Service (FMCS).

Step 5: If a mutually satisfactory settlement cannot be reached through Step 4, the Union or the County shall have the right to refer the matter to an arbitrator for final determination. The party seeking such final determination must notify the other of its decision in writing within ten (10) calendar days of the Step 3 response or the date of the Step 4 mediation with the FMCS. Should the ten (10) days elapse without written notification, the grievance shall be deemed withdrawn with prejudice. In the event that Teamsters Local 14 chooses not to pursue a grievance involving a termination, the employee filing a grievance may pursue the matter, without the assistance of Teamsters Local 14, in accordance with the remainder of this article. Any individual utilizing this option will be required to sign a waiver

releasing Teamsters Local 14 from any additional responsibility and/or liability related to this employment action.

All costs incurred by the employee, including but not limited to those outlined in Step 8 of this article, will be the responsibility of the employee. Should the former employee choose to arbitrate their dispute, both the County and the former employee will be required to place ten thousand dollars ($10,000) into an escrow account to ensure the payment of the arbitrator as detailed in Step 8 of this procedure. Should the grieving individual fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details, they will forfeit their ability to arbitrate the issue and the matter will be considered withdrawn.

Step 6: In the event the County and the Union proceed to arbitration, the parties shall jointly request from the Federal Mediation and Conciliation Service the names of five (5) arbitrators.

One arbitrator shall be selected by alternately striking names from the list, the party filing for the dispute resolution shall have the first strike, and the dispute shall be submitted to the arbitrator then remaining. Such arbitration shall be conducted under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.

Step 7: The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.

Step 8: The arbitrator's decision shall be final and binding, and the cost for arbitration shall be born equally between the Union and County. The parties shall bear their own expenses for attorneys, court reporters and other related arbitration expenses.

Section 4: Grievances not filed, processed or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be.

ARTICLE 22 – LAYOFF PROCEDURE

Section 1: Positions to be eliminated

If the county determines the need for a reduction in its work force for lack of work or lack of funds, written notice of not less than thirty (30) calendar days shall be provided to employees to be laid off. The county will determine the number of positions to be eliminated in

each job class and the employees to be laid off within each affected job class. For purposes of this Article, a job class shall be one of those listed in Appendix A of this Agreement.

Section 2: Order of Layoff

A. Reduction of the work force shall be based on seniority in classification as determined by the County. Starting with the persons in the highest classification in which the reduction in force is taking place, persons in each classification shall compete on the basis of seniority in the classification, with the layoff of the least senior. Seniority in classification shall commence on the most recent date of appointment to such classification and shall be uninterrupted.

B. An employee designated for demotion or layoff shall have the right to bump an employee in the lower class if she/he has more seniority in the lower class.

C. Upon demotion to the next lower classification, the employee shall be placed at the salary step at the lower classification commensurate with her/his length of service with that department.

Section 3: Recall Rights

Laid off employees will have a right to return to a vacancy in the same class from which they are laid off. Recall shall be in inverse order of layoff.

Section 4: Recall List

Employees shall remain on the recall list for one (1) year following the date of layoff. However, employees who have been laid off shall be removed from the recall list if:

A. They decline appointment to a position in the same class at the same salary step as the position from which their layoff occurred; or

B. They fail to report for duty within fifteen (15) calendar days of the mailing of notice of recall to County employment.

Section 5: Recall Notice

Notice of recall or available position may be made in person or by U.S. mail, return receipt requested. It is the responsibility of each laid off employee to notify the County of his/her current address.

ARTICLE 23 – SAFETY AND HEALTH

Section 1: It is the policy of the County to provide a place of employment which is free from recognized hazards that are causing or are likely to cause harm to its employees. The County will do everything reasonably necessary to protect the lives, safety, and health of its employees.

Employees covered by this Agreement shall not be employed in riots or other civil disorders without police or equivalent protection, and shall not be employed as strike breakers.

The County shall provide protective clothing as it may deem necessary.

An employee, believing any working condition or machinery is unsafe, shall immediately notify his immediate supervisor.

Shall the supervisor conclude that the working condition or equipment is safe and the employee insists to the contrary, the matter shall be brought to the attention of the Commissioner over employee contracts and relations. Within a reasonable time, under the circumstances, the County shall take action deemed appropriate, subject to the Union's rights under Article 21.

Employees who, in the course of their duties, fail to observe or correctly apply established safety practices or do not use appropriate safety equipment as provided by the County shall be subject to disciplinary action. The foregoing also applies to the operation of County equipment and County vehicles.

ARTICLE 24 – AMENDING PROCEDURE

Section 1: If either party desires to modify or change this Agreement, it shall give written notice to the party of the amendment, except that no amendments or modifications to this Agreement shall be made except by mutual agreement of the parties or through the provisions of Article 25 – Savings Clause. Any amendment whether a proposed amendment or alternative to a proposed amendment that may be mutually agreed upon pursuant to the provisions of Chapter 288 of NRS shall become and be part of this Agreement.

Section 2: Wage Article Re-opener

The County and the Union agree the if Lincoln County's revenue projection is less than one hundred and two percent (102%), of the prior year's revenue, then Lincoln County reserves the right to send notification to the union of their desire to reopen negotiations. Said notification must be sent by the County to the Union by no later than April 15th.

Section 3: Any amendments that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 25 - SAVINGS CLAUSE

Section 1: This Agreement is the entire agreement of the parties, terminating all prior arrangements and concluding all negations during the term of this Agreement. The County shall, from time to time, meet with the Union to discuss its view relative to the administration of this Agreement. The Union may also request discussion, if it wishes.

Section 2: Should any provisions of this Agreement be found to be contravention of any federal or state law, or by a count of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain full force and effect until otherwise cancelled or amended.

Section 3: In the event that sub-section 2 above is affected or NRS 288 is amended, the County and the Union negotiating teams will meet within thirty (30) days of such decision or passage to discuss its ramifications on the current negotiated Agreement and amendments made, if necessary.

ARTICLE 26 – USE OF COUNTY FACILITIES

Section 1: The County recognizes the necessity of the Union to hold meetings. It is mutually agreed that the Union shall be permitted to meet in the County facilities or buildings if such facilities or buildings are available under the following conditions:

A. Any such meeting held in or on County property shall be without cost to the Union.

B. No such meeting shall be allowed to interfere with normal County activities.

C. This provision is not a guarantee to the Union that County facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Union. Use of County facilities for political activities is specifically prohibited.

ARTICLE 27 – DURATION OF AGREEMENT

Except as otherwise specifically provided herein this Agreement shall have full force and effect from and after July 1, 2014, through June 30, 2019. This Agreement shall supersede any and all previous agreements made between the parties hereto. This Agreement shall remain in effect until a new agreement is entered into by the County and the Teamsters Union Local 14 – Clerical Workers Unit through collective bargaining or unless amended in accordance with Article 25 – Savings Clause or Article 24 - Amending Procedures.

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WARRANT OF AUTHORITY

The signatories to this Agreement on behalf of the County and the Union hereby warrant and represent that they are authorized to enter into this Agreement.

IN WITNESS WHEREOF, THE County and the Union have agreed the 20th day of January, 2014.

BOARD OF COUNTY COMMISSIONERS
LINCOLN COUNTY, NEVADA

Chairman

Member

Member

Paul Mathews, absent
Member

ATTEST:

CLERK

TEAMSTERS LOCAL UNION NO. 14

Larry Griffith
Secretary-Treasurer

HOURLY	GRADE AND STEP										APPROXIMATE SALARY WEEKLY	MONTHLY	BI-MTH	ANNUAL
$6.97	**10-01**	.....	.....	.....	.....	.....	.....	.....	.....	.....	$278.80	$1,207.90	$603.95	$14,497.60
$7.20	10-02	**11-01**	.....	.....	.....	.....	.....	.....	.....	.....	$288.00	$1,247.76	$623.88	$14,976.00
$7.46	10-03	11-02	**12-01**	.....	.....	.....	.....	.....	.....	.....	$298.40	$1,292.82	$646.41	$15,516.80
$7.71	10-04	11-03	12-02	**13-01**	.....	.....	.....	.....	.....	.....	$308.40	$1,336.14	$668.07	$16,036.80
$7.96	10-05	11-04	12-03	13-02	**14-01**	.....	.....	.....	.....	.....	$318.40	$1,379.47	$689.73	$16,556.80
$8.25	10-06	11-05	12-04	13-03	14-02	**15-01**	.....	.....	.....	.....	$330.00	$1,429.73	$714.86	$17,160.00
$8.53	10-07	11-06	12-05	13-04	14-03	15-02	**16-01**	.....	.....	.....	$341.20	$1,478.25	$739.12	$17,742.40
$8.85	10-08	11-07	12-06	13-05	14-04	15-03	16-02	**17-01**	.....	.....	$354.00	$1,533.71	$766.85	$18,408.00
$9.18	10-09	11-08	12-07	13-06	14-05	15-04	16-03	17-02	**18-01**	.....	$367.20	$1,590.89	$795.45	$19,094.40
$9.52	10-10	11-09	12-08	13-07	14-06	15-05	16-04	17-03	18-02	**19-01**	$380.80	$1,649.82	$824.91	$19,801.60
$9.86	**20-01**	11-10	12-09	13-08	14-07	15-06	16-05	17-04	18-03	19-02	$394.40	$1,708.74	$854.37	$20,508.80
$10.27	20-02	**21-01**	12-10	13-09	14-08	15-07	16-06	17-05	18-04	19-03	$410.80	$1,779.79	$889.90	$21,361.60
$10.63	20-03	21-02	**22-01**	13-10	14-09	15-08	16-07	17-06	18-05	19-04	$425.20	$1,842.18	$921.09	$22,110.40
$11.05	20-04	21-03	22-02	**23-01**	14-10	15-09	16-08	17-07	18-06	19-05	$442.00	$1,914.97	$957.48	$22,984.00
$11.52	20-05	21-04	22-03	23-02	**24-01**	15-10	16-09	17-08	18-07	19-06	$460.80	$1,996.42	$998.21	$23,961.60
$11.96	20-06	21-05	22-04	23-03	24-02	**25-01**	16-10	17-09	18-08	19-07	$478.40	$2,072.67	$1,036.33	$24,876.80
$12.44	20-07	21-06	22-05	23-04	24-03	25-02	**26-01**	17-10	18-09	19-08	$497.60	$2,155.85	$1,077.93	$25,875.20
$12.95	20-08	21-07	22-06	23-05	24-04	25-03	26-02	**27-01**	18-10	19-09	$518.00	$2,244.24	$1,122.12	$26,936.00
$13.50	20-09	21-08	22-07	23-06	24-05	25-04	26-03	27-02	**28-01**	19-10	$540.00	$2,339.55	$1,169.78	$28,080.00
$14.06	20-10	21-09	22-08	23-07	24-06	25-05	26-04	27-03	28-02	**29-01**	$562.40	$2,436.60	$1,218.30	$29,244.80
$14.63	**30-01**	21-10	22-09	23-08	24-07	25-06	26-05	27-04	28-03	29-02	$585.20	$2,535.38	$1,267.69	$30,430.40
$15.27	30-02	**31-01**	22-10	23-09	24-08	25-07	26-06	27-05	28-04	29-03	$610.80	$2,646.29	$1,323.15	$31,761.60
$15.90	30-03	31-02	**32-01**	23-10	24-09	25-08	26-07	27-06	28-05	29-04	$636.00	$2,755.47	$1,377.74	$33,072.00
$16.61	30-04	31-03	32-02	**33-01**	24-10	25-09	26-08	27-07	28-06	29-05	$664.40	$2,878.51	$1,439.26	$34,548.80
$17.29	30-05	31-04	32-03	33-02	**34-01**	25-10	26-09	27-08	28-07	29-06	$691.60	$2,996.36	$1,498.18	$35,963.20
$18.05	30-06	31-05	32-04	33-03	34-02	**35-01**	26-10	27-09	28-08	29-07	$722.00	$3,128.07	$1,564.03	$37,544.00
$18.87	30-07	31-06	32-05	33-04	34-03	35-02	**36-01**	27-10	28-09	29-08	$754.80	$3,270.17	$1,635.09	$39,249.60
$19.69	30-08	31-07	32-06	33-05	34-04	35-03	36-02	**37-01**	28-10	29-09	$787.60	$3,412.28	$1,706.14	$40,955.20
$20.55	30-09	31-08	32-07	33-06	34-05	35-04	36-03	37-02	**38-01**	29-10	$822.00	$3,561.32	$1,780.66	$42,744.00
$21.48	30-10	31-09	32-08	33-07	34-06	35-05	36-04	37-03	38-02	**39-01**	$859.20	$3,722.48	$1,861.24	$44,678.40
$22.44	**40-01**	31-10	32-09	33-08	34-07	35-06	36-05	37-04	38-03	39-02	$897.60	$3,888.85	$1,944.43	$46,675.20
$23.46	40-02	**41-01**	32-10	33-09	34-08	35-07	36-06	37-05	38-04	39-03	$938.40	$4,065.62	$2,032.81	$48,796.80
$24.55	40-03	41-02	**42-01**	33-10	34-09	35-08	36-07	37-06	38-05	39-04	$982.00	$4,254.52	$2,127.26	$51,064.00
$25.64	40-04	41-03	42-02	**43-01**	34-10	35-09	36-08	37-07	38-06	39-05	$1,025.60	$4,443.41	$2,221.71	$53,331.20
$26.83	40-05	41-04	42-03	43-02	**44-01**	35-10	36-09	37-08	38-07	39-06	$1,073.20	$4,649.64	$2,324.82	$55,806.40
$28.06	40-06	41-05	42-04	43-03	44-02	**45-01**	36-10	37-09	38-08	39-07	$1,122.40	$4,862.80	$2,431.40	$58,364.80
$29.36	40-07	41-06	42-05	43-04	44-03	45-02	**46-01**	37-10	38-09	39-08	$1,174.40	$5,088.09	$2,544.04	$61,068.80
$30.74	40-08	41-07	42-06	43-05	44-04	45-03	46-02	**47-01**	38-10	39-09	$1,229.60	$5,327.24	$2,663.62	$63,939.20
$32.15	40-09	41-08	42-07	43-06	44-05	45-04	46-03	47-02	**48-01**	39-10	$1,286.00	$5,571.60	$2,785.80	$66,872.00
$33.68	40-10	41-09	42-08	43-07	44-06	45-05	46-04	47-03	48-02	**49-01**	$1,347.20	$5,836.74	$2,918.37	$70,054.40
$35.25	**50-01**	41-10	42-09	43-08	44-07	45-06	46-05	47-04	48-03	49-02	$1,410.00	$6,108.83	$3,054.41	$73,320.00
$36.93	50-02	**51-01**	42-10	43-09	44-08	45-07	46-06	47-05	48-04	49-03	$1,477.20	$6,399.97	$3,199.98	$76,814.40
$38.67	50-03	51-02	**52-01**	43-10	44-09	45-08	46-07	47-06	48-05	49-04	$1,546.80	$6,701.51	$3,350.76	$80,433.60
$40.51	50-04	51-03	52-02	**53-01**	44-10	45-09	46-08	47-07	48-06	49-05	$1,620.40	$7,020.38	$3,510.19	$84,260.80
$42.45	50-05	51-04	52-03	53-02	**54-01**	45-10	46-09	47-08	48-07	49-06	$1,698.00	$7,356.59	$3,678.29	$88,296.00
$44.49	50-06	51-05	52-04	53-03	54-02	**55-01**	46-10	47-09	48-08	49-07	$1,779.60	$7,710.12	$3,855.06	$92,539.20
$46.63	50-07	51-06	52-05	53-04	54-03	55-02	.....	47-10	48-09	49-08	$1,865.20	$8,080.98	$4,040.49	$96,990.40
$48.86	50-08	51-07	52-06	53-05	54-04	55-03	.....	.....	48-10	49-09	$1,954.40	$8,467.44	$4,233.72	$101,628.80
$51.21	50-09	51-08	52-07	53-06	54-05	55-04	.....	.....	.....	49-10	$2,048.40	$8,874.69	$4,437.35	$106,516.80
$53.66	50-10	51-09	52-08	53-07	54-06	55-05	.....	.....	.....	.....	$2,146.40	$9,299.28	$4,649.64	$111,612.80
$56.28	.....	51-10	52-09	53-08	54-07	55-06	.....	.....	.....	.....	$2,251.20	$9,753.32	$4,876.66	$117,062.40
$59.00	.....	.....	52-10	53-09	54-08	55-07	.....	.....	.....	.....	$2,360.00	$10,224.70	$5,112.35	$122,720.00
$61.87	.....	.....	.....	53-10	54-09	55-08	.....	.....	.....	.....	$2,474.80	$10,722.07	$5,361.04	$128,689.60
$64.85	.....	.....	.....	.....	54-10	55-09	.....	.....	.....	.....	$2,594.00	$11,238.51	$5,619.25	$134,888.00
$67.85	.....	.....	.....	.....	.....	55-10	.....	.....	.....	.....	$2,714.00	$11,758.41	$5,879.20	$141,128.00

Classification	Pay Grade
Clerical	28
Dispatch	29
Road Laborer	29
Road Mechanic Helper	32
Road Operator	34
Road Mechanic	38