



AGREEMENT

Between

THE COUNTY OF LYON, NEVADA

And

LYON COUNTY EMPLOYEES' ASSOCIATION  
(Bargaining Unit A, Non-Supervisory)  
(Bargaining Unit B, Supervisory)

Effective July 1, 2021 through June 30, 2024

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## PREAMBLE

WHEREAS, Lyon County (hereinafter "County") is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the County; and

WHEREAS, 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; and

WHEREAS, the County and the bargaining units covered by this Agreement recognize this mutual responsibility and have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between them, 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; and

WHEREAS, 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;

NOW, THEREFORE, the parties have reached an understanding concerning negotiable terms and conditions of employment and have caused the understanding to be set out in this Agreement.

## ARTICLE 1 NON-DISCRIMINATION

This Agreement shall be applied equally to all employees in the bargaining units without discrimination as to race, color, religion, sex, sexual orientation, age, disability, national origin, political or union affiliation, or any other basis prohibited by law. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

## ARTICLE 2 MANAGEMENT RIGHTS

The County retains the sole right to manage its affairs and direct its workforce within the existing framework of the Nevada Revised Statutes, including but not limited to the right to plan, direct and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting 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 maintaining order, safety and/or effective operations of its facilities and to require compliance therewith by employees; to discipline and discharge employees for cause. The management rights enumerated in this Article shall not be subject to the grievance procedure unless otherwise expressly set forth in this Agreement.

### ARTICLE 3 RECOGNITION

- A. Bargaining Unit A (Non-Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the County recognizes the Lyon County Employees' Association, hereinafter referred to as the "Association", as the exclusive representative for all regular full-time (40 hr week) non-supervisory County employees in the classifications identified in Appendix A.
- B. Bargaining Unit B (Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the County recognizes the Association as the exclusive representative for all regular full-time (40 hr week) supervisory County employees in the classifications identified in Appendix A.

NOTE: Part-time (less than 40 hours per week), temporary, seasonal, casual, and on-call employees are not part of the bargaining units. Only employees in regular, full-time positions shall belong to the foregoing bargaining units.

### ARTICLE 4 NO STRIKE PLEDGE

- A. The Association 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 Association and/or its members.
- C. In the event of a strike, the Association shall immediately instruct the involved employees that their conduct is in violation of the Agreement. Such instruction will be reduced to written form should said action continue.

### ARTICLE 5 ASSOCIATION SECURITY

- A. The County shall deduct from the wages of those employees who are members of the Association and pay over to the proper offices of the Association any monies which the Association advises may be due it from such members, provided that the employee who is a member of the Association has individually and voluntarily authorized such deductions to be made.
- B. The County agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee Management Relations Board.
- C. The Association agrees to indemnify, defend and hold the County harmless against any and all claims or suits that may arise out of or by reason of action taken by the County in

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

- D. The County is not required to deduct dues for an employee who revokes his/her dues deduction authorization in writing, effective the pay period following the revocation of authorization.
- E. The Association will certify to the County Human Resources Department in writing the current rate of membership dues. The County will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- F. The County will not be required to honor for any month's deduction authorizations that are delivered to it later than seven (7) days prior to the first (1<sup>st</sup>) pay day of the month.
- G. If an employee-member transfers to another bargaining unit position, from one County department to another, he/she shall be continued on the dues deduction rolls.

#### ARTICLE 6 ORIENTATION AND NEW EMPLOYEES

- A. The County will provide notification to the Association President and Secretary of each new full-time hire, and each full-time employee promoted/transferred to this bargaining unit within five (5) business days. Notification will include the name/classification/date of hire/department/rate of pay. The County will advise employees where they can locate this Agreement.

NOTE: As stated in Article 3, only regular, full-time employees are part of the bargaining units.

- B. The County will provide an orientation for new bargaining unit employees. All bargaining unit employees are responsible for reviewing and familiarizing themselves with the contents of all County policies and procedures, including but not limited to the policies relating to equal employment opportunity, illegal harassment, workplace violence, and alcohol and drug abuse. Copies of the County policies and procedures will be maintained on the County website for review and access to new and existing bargaining unit employees.
- C. The hiring supervisor or department head will be responsible for the orientation of each new employee. Orientation will include, but is not limited to, a review of the organization and services of the County, work rules, standards of performance, and specific departmental personnel policies and procedures. Additionally, the supervisor or department head will ensure that all new hire paperwork, including payroll and benefit forms, has been completed, introductions to other employees have been made, and that the employee has the opportunity to have all questions answered.

## ARTICLE 7 USE OF TIME FOR ASSOCIATION BUSINESS

### A. Release time for Association business

1. Release time during work hours for Association business shall be limited to Executive Board members, employee grievance representatives, and/or members of the Association's negotiation team. The purposes for which such employees may be released include labor negotiations, labor relations workshops, processing grievances concerning discipline and/or contract interpretation, and personnel matters in which Association representation has been requested. Release time shall be subject to the approval of the employee's supervisor; provided, however, that such approval shall not be unreasonably denied.
2. Employees shall be compensated at their normal rate of pay during release time, up to an Association-wide aggregate limit of one hundred sixty (160) hours per fiscal year. In no event shall the County provide more than a total of one hundred and sixty (160) hours of paid release time to the Association in any fiscal year. All release time in excess of the one hundred sixty (160) hour limit shall be taken as vacation leave or, at the released employee's option, as leave without pay. Release time shall not count as hours worked for overtime purposes.
3. Any time an employee spends on Association business while off duty shall not count as release time or as hours worked in any respect, and the County shall owe no compensation to the employee for such time.

### B. Grievance Committee Members will be designated by the Association:

1. An employee requesting a Grievance Committee Member(s) or other Association Representation under the grievance procedure Article of this Agreement will be granted such representation. No employee requesting Association Representation will be required to meet with the County regarding disciplinary matters without said representation.
2. Grievance meetings will be conducted on County time without loss of pay to the Grievant.
3. Grievance investigations which cannot be conducted during off duty hours may be conducted by the Grievance Committee Member(s) in accordance with Section A of this Article. The Grievance Committee Member(s) shall notify the supervisor in charge and such investigation shall not disrupt County services.
4. Use of County time for grievance handling shall not be abused by the Grievance Committee Member(s).
5. The Association may designate alternate Grievance Committee Member(s) to serve in the absence of the Grievance Committee Member(s) who may be on authorized leave of absence from work.
6. The Association shall also notify the County of the Association's designated business

representative and alternate business representative as applicable and as required by N.R.S. 288.

- C. The County agrees to allow Association Officers and Grievance Committee Member(s) reasonable time, and allowed the use of County computers to review Association e-mails and respond to e-mails. The use of County computers will not interfere with County services.

The County and the Association agree to meet quarterly, unless mutually agreed to meet sooner, for a Labor Relations Workshop to discuss labor issues/matters that are of concern to either party. If there are no issues/matters to discuss the parties agree not to meet.

#### ARTICLE 8 BULLETIN BOARDS/USE OF COUNTY EQUIPMENT

- A. The County shall provide bulletin board space for use by the Association subject to reasonable restrictions as determined by the County. All notices posted on County bulletin boards will be authorized and signed by the Association President.
- B. No content will be posted that is inflammatory or derogatory.
- C. The County agrees to permit the use of County Department copiers for Association business. The Association shall be charged quarterly for such use at County cost. Use of these copiers shall be limited to five hundred (500) copies per month provided, however, that additional use may be allowed upon approval by the County Manager.
- D. The County agrees to permit the Association to use Department equipment for the purpose of producing electronic copies (PDF Files.)

#### ARTICLE 9 VACANCIES AND PROMOTIONAL OPPORTUNITIES

Whenever the County seeks to fill a vacancy in a bargaining unit position, the County shall post notice of the vacancy for at least ten (10) working days. The County will post the notice along with a copy of the job description on the County's website. The County may also post or advertise the position in other locations as it deems appropriate. While the County recognizes the importance of giving notice of promotional opportunities to internal candidates in accordance with this Article, it reserves the right to recruit and hire candidates from any source.

#### ARTICLE 10 INITIAL PROBATIONARY PERIODS

- A. All newly hired County employees, except dispatchers and control room operators, shall be required to serve a six (6) month initial probationary period. The probationary period for dispatchers shall be eighteen (18) months, and the probationary period for control room operators shall be twelve (12) months.
- B. During said initial probationary period, an employee is "at will." The employee may be

disciplined or discharged by the County and will have no access to the appeal system provided by this Agreement's grievance procedure. Lyon County reserves the right to extend the duration of this probationary period up to three (3) months when such an extension is determined appropriate in Lyon County's sole and absolute discretion. Employees will be notified in writing if they do not pass probation which ends their employment with Lyon County.

#### ARTICLE 11 NEW JOB CLASSIFICATION PROBATIONARY PERIOD

- A. All County employees that have by promotional opportunity, job bid or voluntary transfer, or have been assigned to another job classification, shall be required to serve a three (3) month new job probationary period. During this probationary period, the employee may be removed from the new classification without right of appeal under this Agreement's grievance procedure. This probationary period may be extended up to three (3) additional months at the County's sole and absolute discretion.
- B. An employee serving in a new job probationary period who does not successfully complete the probationary period may be returned to his or her former position, if still available, or to another position for which the employee is qualified, if such a position exists.
- C. Should the County be unable to return said employee to this former position and another position for which the employee is qualified is not available, the employee in question will be subject to the lay-off and re-call procedure.

#### ARTICLE 12 HOURS OF WORK

- A. Except as may be otherwise provided, an employee who occupies a full-time regular position shall normally work forty (40) hours exclusive of meal breaks, in each week. Nothing contained herein shall be construed as limiting or preventing the County from establishing other work shifts as the need arises.
- B. Employees working a five-day, forty-hour week (designated 5/40) shall work eight (8) hours per day for five (5) days in any seven (7) consecutive calendar days, and shall receive two (2) consecutive "days off" within that calendar week.
- C. The County may authorize its employees to work a four-day, forty-hour work week (designated 4/40). Employees working a 4/40 shall work ten (10) hours per day for four (4) days within any one (1) calendar week, and shall receive three (3) "days off" of which two (2) must be consecutive within that calendar week.
- D. The County may authorize its employees to work a twelve (12) hour shift schedule (designated 12/40+). The 12/40+ shift schedule shall be composed of either:
  - 1. Seven (7) twelve (12) hour shifts during each two (2) week pay period, for a total of eighty four (84) hours per pay period. Four (4) of the shifts shall be worked in one workweek of the pay period, and three (3) of the shifts shall be worked in the other workweek of the pay period; or



2. Six (6) twelve (12) hour shifts and one (1) eight (8) hour shift during each two (2) week pay period, for a total of eighty (80) hours per pay period. Three (3) of the twelve (12) hour shifts and the eight (8) hour shift shall be worked in one workweek of the pay period, and three (3) of the twelve (12) hour shifts shall be worked in the other workweek of the pay period.

All 12/40+ schedules must be approved by the County Manager.

- E. Work shall, insofar as practicable, be scheduled in a manner which allows employees rest/break periods and meal periods. Employees shall receive the rest/break periods and meal periods to which they are entitled. Schedules and lengths of rest/break and meal periods may be adjusted from time to time to meet the needs of individual employees and to respond to changes in department workload. Emergency services maybe exempt due to staffing levels.
  1. Subject to the conditions above, employees will be granted one (1) fifteen minute rest/break period during each work period of four (4) hours or more. Rest/break periods may not be taken at the beginning or the end of a work period and may not be scheduled or taken consecutively or in conjunction with meal periods. Emergency services maybe exempt due to staffing levels.
  2. Subject to the conditions above, employees who work six (6) or more hours in a workday are allowed an uninterrupted, unpaid meal period of a minimum of thirty (30) minutes at or about midpoint of their workday. Employees will be entirely relieved of their job responsibilities and are free to leave the worksite. Supervisors or department heads will be responsible to ensure that, insofar as practicable, employees will be permitted the minimum thirty (30) minutes uninterrupted meal period. If an employee's meal period is interrupted by a work-related matter, the employee will be paid for the meal period. Emergency services maybe exempt due to staffing levels.
- F. Subject to the provision of Nevada Revised Statutes 288.150 (4), nothing herein shall be construed to limit the authority of the County to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies, however, when no emergency exists or when conditions prevent the County from providing the following minimum notice, any changes in work schedule will include advance notice to the affected employees of no less than five (5) working days.
- G. Emergency Volunteer Service - An employee who is a participant in any volunteer emergency service (e.g., fire protection, ambulance service, or search and rescue) shall not schedule himself/herself for on-call duty during work hours. In the event it is necessary for the employee to be scheduled for on-call duty during regular work hours, he/she will consult with his/her supervisor prior to the on-call period. In the event an employee is called out during normal working hours, he/she shall receive total regular compensation and shall remain in full employment status while performing the volunteer service for the period that he/she would have been working for the County.
- H. In-Service Training – In-service training and travel time to and from the training that is required by the employer, shall be included in hours of work, including regular days off,

holidays, etc.

## ARTICLE 13 SALARIES/AWARDS/ALLOWANCES

### A. Pay Period.

The County agrees to provide compensation for services rendered on a bi-weekly basis. All bargaining unit employees will be required to be paid via automatic payroll deposit to an approved financial institution. If payroll checks are issued and not received by Saturday following issuance of the check, on written request by the employee not later than 9:00 a.m., Monday, or Tuesday if Monday is a holiday, the County will issue a stop payment and reissue the payroll check for delivery to the employee on Monday or if Monday is a Holiday on Tuesday. Payroll checks received after a stop payment is requested will be returned to the County and will not be cashed, endorsed or deposited by the employee. Checks will be mailed to the address of the employee's choice including but not limited to the employee's home or work address.

Effective July 1, 2002, all new bargaining unit employees will be required to be paid via automatic payroll deduction to an approved financial institution. Exceptions must be for good cause and are subject to the approval of the County Manager or his/her designee.

### B. Salary increases.

Employees who exceed their recommended salary range will be Y-rated (i.e. frozen) at their current salary until the top of the salary range exceeds the employee's Y-rated salary.

See Appendix B for salary schedules effective upon the adoption of this Agreement. Adjustments may only be made for Employee/Employer Paid PERS rate changes.

1. On the recommendation of the appointing authority and approval of the County Manager, merit increases will be granted to an employee as recognition of receiving an overall annual evaluation meeting or exceeding the "standard" work performance standard as established by the County for assigned duties on the employee's annual performance evaluation in the form of a 2.5% increase not to exceed the top of the employee's salary range. Merit raises will not be granted to employees beyond the top of the salary range for their classification; however, employees at the top of their salary range may be eligible for a longevity bonus in accordance with Article 13(J). The annual evaluation will be prepared on or before the employee's anniversary date and any merit increase will be effective on the employee's anniversary date. The denial of merit increase based on the employee not meeting or exceeding the "standard" work performance standard is not subject to the negotiated grievance procedure.
2. Effective the first full pay period after July 1, 2021, each employee will receive a 2% salary increase, not to exceed the maximum for the employee's salary range on the applicable salary table.
3. Effective the first full pay period after July 1, 2022, each employee will receive a

4% salary increase, not to exceed the maximum for the employee's salary range on the applicable salary table.

4. Effective the first full pay period after July 1, 2023, each employee will receive a 1.75% salary increase, not to exceed the maximum for the employee's salary range on the applicable salary table.
5. See Appendix B for the FY 2021-2022, FY 2022-2023, and FY 2023-2024 salary tables.

Appeal of denial of a merit increase to County Manager within five (5) days of receipt of denial is not part of the grievance procedure. County Manager may affirm or overrule the denial of merit increase after consultation with the employee and Department Head. Decision of County Manager is final and not appealable or grievable.

- C. Salary rate upon initial appointment. The minimum of the salary range for each class will be the normal entry rate. An initial employment at a rate above the minimum must be approved by the County Manager.
- D. Salary rate upon promotion. A regular employee who is promoted to a new non-exempt classification within Bargaining Unit A will move to the bottom of the salary range in the new classification; provided, however, that if the bottom of the salary range in the new classification is not at least five percent (5%) higher than the employee's current rate of pay, the employee will move to the point in the salary range for the new classification which provides at least a five percent (5%) pay increase, not to exceed the top of the range for the new classification. A regular employee who is promoted to a new exempt classification, or to a new classification within Bargaining Unit B, will move to the bottom of the salary range in the new classification; provided, however, that if the bottom of the salary range in the new classification is not at least ten percent (10%) higher than the employee's current rate of pay, the employee will move to the point in the salary range for the new classification which provides at least a ten percent (10%) pay increase, not to exceed the top of the range for the new classification. In no event shall a promoted employee's salary be less than the bottom of the salary range for the new position or greater than the top of the salary range for that position.
- E. Reclassification or Reallocation. Reclassification to a class with a higher salary range is a promotion. Reallocation of an existing class to a higher salary range is NOT a promotion. Employees in a class that has its salary range adjusted will maintain their current rate of pay; provided, however, that if the current rate of pay is lower than the bottom of the new salary range the employee will be moved to the bottom of the new salary range, and if the current rate of pay is higher than the top of the new salary range the employee will be Y-rated in accordance with Article 13(B).
- F. Salary rate upon lateral transfer. Upon transfer to the job classification in the same pay class, the affected employee shall retain his/her same rate of pay.
- G. The following shall not be considered as breaks in qualifying service or salary adjustments:

1. Authorized military leave provided that the person is reinstated within ninety (90) days following honorable discharge from 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 leave of absence without pay of ninety (90) calendar days or less within any calendar year.
5. Authorized leave 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 County Manager for approval.

H. New/Revised Job Classification/Description. The County shall advise the Association of all new/revised job classifications/descriptions it intends to implement at least ten (10) working days prior to said implementation. At the time of notification to the Association, the County will provide a copy of the current job description and wage range, and a copy of the new proposed/revised job description and proposed wage range. The County and the Association shall negotiate the appropriate wage rates.

I. Temporary Duty Pay.

Employees temporarily assigned to a higher position shall be entitled to five percent (5%) of base pay in additional responsibility pay retroactive to the first hour of the first day the assignment began, beginning with the third day or shift (third day or shift for employees assigned to a four (4) day workweek) of such temporary assignment. Temporary duty pay terminates at the end of the temporary assignment, which shall not exceed six (6) months without the written consent of the County Manager. If the County Manager extends a temporary assignment beyond six (6) months, the County will notify the LCEA, in writing, of the Department, name of individual, classification, length of extension, and reason for extension.

J. Longevity Pay

Employees who are at the top of their salary range will, upon receiving an annual evaluation meeting or exceeding "standard" work performance as established by the County, receive a longevity bonus of two and one-half (2.5%) of their base pay.

Employees who are less than two and a half percent (2.5%) of their base pay away from the top of their salary range will, upon receiving an annual evaluation meeting or exceeding "standard" work performance as established by the County, receive the following: (i) a merit increase to the top of the salary range pursuant to Article 13(B), and (ii) a longevity bonus in an amount representing the difference between 2.5% of base pay prior to the merit increase and the amount of the merit increase.

Longevity bonuses will be paid once a year on the first pay period following the employee's anniversary date. The longevity bonus will not be added to base salary.

Employees may elect to have the County purchase PERS Service Credit with longevity bonus earnings. These earnings would not be reported as taxable income for the employee under this option. Employees choosing this option must notify the Human Resources Department in writing of their choice to elect the PERS Service Credit Purchase option prior to their anniversary date. The election must be made every year. Should no written request be received prior to the employee's anniversary date the longevity bonus will be paid to the employee. Any partial day PERS Service Credit funds available from the annual longevity bonus will be paid to the employee.

#### K. Special Training Pay

Employees who work as dispatchers or control room operators shall receive two dollars and fifty cents (\$2.50) per hour for time spent actively engaged in training probationary employees within those classifications. Such training must be authorized by the department head. Time spent training shall be entered to the nearest fifteen (15) minute increment.

#### L. Salary Studies

The County will periodically conduct a Countywide Salary and Benefit Survey. Upon completion, the County will provide copies of the completed Study to the Association. The County will meet with the Association to discuss the Survey and plan for implementation.

#### M. Operations Improvement Awards

Effective January 1, 2006, the County established an Operations Improvement Award Program consistent with the provisions promulgated under NRS Chapter 285 (See Appendix C).

Employees shall receive a cash payment arising out of adopted suggestions, which will reduce or eliminate County expenditures, or improve the operation of County services. The annual cost of said award program will not exceed Two Thousand Dollars (\$2,000.00) and the maximum awarded, per employee, shall not exceed Five Hundred Dollars (\$500.00) per cost savings submission.

#### N. Travel Meal Allowances

In-State meal allowance shall be in accordance with the County Personnel Policy Manual.

Out-of-State meal allowance shall be in accordance with the U.S. General Services Administration Per Diem Rates.

#### O. Early Separation Incentive Program

Employee may refer to the County Personnel Policy Manual for details on the program. The County retains the right to amend or eliminate County Policy in accordance with Article 31, Section C.

P. Educational Assistance

Employee may refer to the County Personnel Policy Manual for details on the program. The County retains the right to amend or eliminate County Policy in accordance with Article 31, Section C.

Q. Modified Duty

Employee may refer to the County Personnel Policy Manual for details on the program. The County retains the right to amend or eliminate County Policy in accordance with Article 31, Section C.

ARTICLE 14 SHIFT DIFFERENTIALS

- A. Employees assigned to work swing shift or graveyard shifts shall be paid shift differential for hours worked after 6:00 P.M. and before 6:00 A.M., current daylight or standard time. Shift differential will be two dollars (\$2.00) per hour.

ARTICLE 15 STAND-BY/CALL-BACKS

- A. Stand-by Pay: "Stand-by" 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 or by electronic device, to respond to any calls received. An employee may not consume alcoholic beverages while on Stand-by status. An employee placed on Stand-by status shall be compensated at the rate of one (1) hour of base pay for each eight (8) hour shift or major portion thereof. Stand-by time shall not be considered in determining overtime pay or compensatory time for a normal workday. Employees on Stand-by called to perform work, will be compensated as prescribed in the Call-back section of this Article for all work actually performed. An employee who is placed on Stand-by status on a regular holiday, shall be compensated at the rate of one and one-half (1½) of base pay for Stand-by time.
- B. Call-back Pay: "Call-back" is defined as compensation earned for returning to duty after the employee completes his/her regular shift where the employee is off duty for any period of time and is requested to return to duty with less than twelve (12) hours' notice. Call-back hours shall be compensated at the overtime pay rate with a minimum of two (2) hours pay, except that the two (2) hour minimum shall not apply in the following situations:
- (i) Where overtime is scheduled with more than twelve (12) hours' notice.
  - (ii) Where the employee is held beyond his/her regular shift without being relieved from duty.
  - (iii) Where the employee is required to start the next upcoming shift less than two (2) hours before the normal start time of that shift.
  - (iv) Where the employee is required to respond to a telephone call but is not required to physically appear for work. In such event, the employee shall be compensated at

the overtime pay rate for a minimum of fifteen (15) minutes for time worked in connection with each call, and if the time worked exceeds fifteen (15) minutes it shall be rounded to the nearest fifteen (15) minute increment.

- (v) In the event of an alarm acknowledgement call-back. This alarm acknowledgment call-back pay provision shall apply to Utilities Department employees only. Alarm acknowledgment will be compensated at comp-time off or pay at the overtime rate, one (1) hour minimum, to compensate employees for their response to the alarm. All stand-by personnel will be provided a County vehicle for use on emergency calls only.

With respect to call-back time, the parties further agree as follows:

1. There will be no overlapping of call-back pay and stand-by pay.
2. If an employee works less than two (2) hours on the initial call-back and then is called back a second time during the initial two (2) hour period, the employee will not be entitled to additional overtime pay unless the total time worked for both call-backs exceeds two (2) hours. In such cases, the employee shall be paid for the total hours worked.
3. Holiday call-back: An employee who is called back in to work on a holiday shall be compensated in pay or compensatory time at double-time and a half base pay in accordance with Article 21 Holidays/Holiday Compensation.
4. Retirement contributions on callback compensation, if any, will be made in accordance with NRS 286.025 and the Public Employees Retirement System (PERS) Official Policies, as may be amended from time to time.

#### ARTICLE 16 SENIORITY

- A. Definition: Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue during any period of leave without pay, with the exception of re-employment from layoff. This Section shall refer to regular employees as heretofore defined.
- B. Scheduling Vacation: Seniority shall be a major consideration for determining which employee or group of employees receive first preference in vacation scheduling. Seniority shall not override a previously requested and approved vacation of a less senior employee.

#### ARTICLE 17 LAYOFF/RE-EMPLOYMENT

##### A. General Policy

The parties to this Agreement confirm that the general employment policy of the County, with respect to employees, shall be that the County, in all instances, shall attempt to retain

the most competent and best qualified applicants and employees and to provide services to the public in an efficient and effective manner.

## B. Layoff Process

1. In the event of a layoff or reduction in force due to lack of funds or lack of work, the order of layoff shall, if practicable under the circumstances, be casual workers, temporary employees, or probationary employees, and then regular full-time employees.
2. If it is necessary to layoff regular employees and two (2) or more employees who perform the same essential job functions are equally competent and qualified, then seniority shall be used to determine which employee(s) are laid off. The County's determination as to which employees are most competent and qualified shall not be subject to the grievance process in this Agreement.
3. County-wide Layoff Re-employment List of Bargaining Unit Positions
  - a. A County-wide re-employment list shall be established for employees affected by layoffs. Affected employees shall remain on the re-employment list for one (1) year following the date of their layoff. Such a list shall take priority over departmental and other re-employment, or employment lists in the event of rehiring. Individuals on the list are responsible for notifying Human Resources of any changes in address or other contact information following layoff.
  - b. In the event of a vacancy in a position previously held by individual(s) on the re-employment list or a vacancy in a position performing materially the same essential job functions, the individual(s) on the list shall be offered reinstatement.
  - c. In the event there are multiple individuals who qualify for an offer of reinstatement pursuant to the preceding paragraph, the County may select the most competent and qualified individual(s). If competency and qualifications are equal, the County shall select individuals in order of seniority. The County's determinations regarding competency and qualifications shall not be subject to the grievance process in this Agreement.
  - d. Individuals who are reinstated shall return at their previous rate of pay, except that if the bottom of the salary range of the position in which the individual is reinstated is higher than the individual's previous rate of pay the individual shall be placed at the bottom of the salary range, and if the top of the salary range of the position in which the individual is reinstated is lower than the individual's previous rate of pay the individual shall be placed at the top of the salary range. In no event shall the employee's pay be lower than the bottom of the salary range of the position in which the individual is reinstated or higher than the top of the salary range of the position in which the individual is reinstated. Any unused sick leave accrual shall be reinstated to the employee. Reinstated employees will return to accrual rates for sick and vacation leave time at the rate they were accruing when laid off.



- e. If an individual refuses an offer of re-employment, that individual shall be removed from the re-employment list.

## ARTICLE 18 PROTECTIVE CLOTHING AND EQUIPMENT

- A. When it is determined by the Department Head that specific protective devices, wearing apparel, and other equipment necessary to protect an employee from injury or exposure is reasonable and prudent, the employer shall furnish such devices, apparel and/or equipment, which may include, but shall not be limited to, coveralls, safety footwear, safety glasses, high visibility gear, rain gear and/or winter gear. Damaged equipment or apparel shall be turned in to the supervisor for replacement.

The County agrees to pay up to a maximum of Two Hundred Fifty Dollars (\$250.00) per fiscal year for replacement of safety footwear that is required by the County Comprehensive Safety Policy. Reimbursement conditioned upon valid receipt following prior written approval by the County.

- B. On an annual basis, the Association may appoint one (1) delegate member from its ranks to serve on the County Safety Committee.
- C. An annual tool allowance of Four Hundred Fifty Dollars (\$450.00) per fiscal year, shall be provided to all Fleet Services Technicians to replace or purchase tools necessary to perform assigned duties. The Technician may, every quarter (3 months), turn in for approval and reimbursement receipts over Fifty Dollars (\$50.00) for tools. Receipts turned in for approval and reimbursement in the last quarter must be received by the Comptroller's Office no later than June 15 in order to qualify for the fiscal year Tool Allowance. There is no minimum dollar amount required in the last quarter, but it is recommended that it be at least Twenty-Five Dollars (\$25.00). A Memorandum signed by the Department Manager shall be forwarded to the Comptroller's Office with each employee's receipt(s) requesting that the reimbursement be processed.

## ARTICLE 19 OVERTIME COMPENSATION

This Article shall apply only to employees who are designated by the County as "non-exempt" employees under the Fair Labor Standards Act (FLSA). Employees who are "exempt" are not eligible to earn overtime.

- A. De minimis time: periods of six (6) minutes or less are not considered overtime when such work periods are not regularly recurring (29 CFR 785.47).
- B. Overtime for an employee working a five-day (5), forty-hour (40) week is defined as time worked in excess of one eight-hour (8) shift in any twenty-four (24) hour period, and time worked in excess of forty (40) hours in a seven (7) day workweek. Vacation leave and worked/unworked holidays listed in Article 19 will be included as time worked. Sick leave will not be included as time worked.

- C. Overtime for an employee working a four-day (4), forty-hour (40) week is defined as time worked in excess of one ten-hour (10) shift in any twenty-four (24) hour period, and time worked in excess of forty (40) hours in a seven (7) day workweek. Vacation leave and worked/unworked holidays listed in Article 19 will be included as time worked. Sick leave will not be included as time worked.
- D. Overtime for an employee working a twelve (12) hour shifts is defined as time worked in excess of one twelve-hour (12) shift in any twenty-four (24) hour period, and time worked in excess of forty (40) hours in a seven (7) day workweek. In the event the employee works a 12/40+ schedule that includes one eight (8) hour shift pursuant to Article 12(D)(2), the definition of overtime shall also include time worked in excess of eight (8) hours on that shift. Vacation leave and worked/unworked holidays listed in Article 19 will be included as time worked. Sick leave will not be included as time worked.
- E. Overtime shall be compensated at one and one half (1½) times the employee's regular rate of pay. Alternatively, the employee may receive compensatory time off in lieu of overtime pay if the employee requests compensatory time off in writing at or before the time the overtime is worked. All compensatory time off shall accrue at the rate of one and one half (1½) hours compensatory time off earned per one (1) hour of overtime worked. Compensatory time off shall be taken within ninety (90) calendar days of accrual, and if not, shall be compensated in cash.
- F. All overtime will be approved in advance, unless an emergency situation prevents prior approval. The County reserves the right to require overtime as operationally necessary.
- G. By mutual agreement, a Department Head and an employee may establish a temporary work schedule which is exempt from the daily overtime provisions of paragraphs B, C, and D of this Article, subject to approval by the Association, which approval shall not be unreasonably withheld, but no such agreement shall violate federal wage and hour standards for hourly employees.
- H. When scheduling non-emergency overtime, the County will attempt to provide the affected employee(s) at least two (2) working days advanced written notice of such required work.
- I. When scheduling non-emergency overtime the County will attempt to equally distribute such overtime work among those qualified bargaining unit employees normally assigned such work.
- J. Departments will maintain lists of employees wishing to volunteer for overtime work. Where possible the County will call employees on the list to work overtime. If there are no volunteers for overtime or if the nature of the overtime dictates, the County may order bargaining unit employees to work overtime without regard to the employee being on the list.
- K. In the event an employee transfers from one department to another within County, all accumulated overtime from the old department will be paid in the next succeeding pay period.

## ARTICLE 20 VACATIONS

- A. Policy: The parties hereby agree that annual vacations contribute to employee efficiency and therefore are a benefit to the County. Consequently, employees should take vacations annually, rather than accrue large amounts of vacation leave. To accomplish this goal the parties agree that employees in any event may not accumulate more than two hundred forty (240) hours as of the end of the pay period which includes December 31 in any year. Vacation time accrued in excess of this provision shall be lost without compensation or, at the employee's option, be donated to the Catastrophic Leave Account, except if the County requires an employee to work rather than utilize accrued vacation time (which would be lost because of such work), the employee shall be paid at regular base pay for all excess hours above two hundred forty (240) hours. This maximum annual accrual of two hundred forty (240) hours is mandated by Nevada Revised Statute 245.210 Section 2. (a).
- B. Accrual of vacation leave (A month is defined as 173.33 hours worked):
1. Regular employees working on a full time basis shall earn vacation leave at the rate of 3.34 hours per month (40 hours per year) for the first year of continuous employment with the County, pro rata.
  2. After one (1) year of continuous employment with the County regular employees working on a full time basis shall earn vacation leave at the rate of ten (10) hours per month (120 hours per year), pro rata.
  3. Employees who have been employed by County for five (5) years or longer shall earn vacation leave at the rate of fourteen (14) hours per month (168 hours per year), pro rata.
  4. An employee is not entitled to take accumulated vacation leave until the employee has completed six (6) months of County service.
  5. All requests for vacation leave shall be made in advance and are subject to the approval of the department head or designee. No minimum or maximum limit shall be placed on the amount of vacation leave an employee may take; so long as the employee has accrued the hours and arrangements have been made in advance with the Department Head or designee.
- C. Payment for vacation leave:
1. An employee who is separated from County employment is not entitled to be paid for accrued vacation leave unless the employee has completed the employee's probationary period, and six (6) months of employment.
  2. Except as set forth in paragraph A. and sub-paragraph C.(1) preceding, upon separation from service an employee shall be paid a lump sum payment of unused vacation leave accrued through the last day worked.
  3. Upon death of a County employee the County shall pay to the employee's estate a

lump sum payment for unused vacation leave, accrued through the last day worked.

4. Payment for time accrued in lieu of vacation leave shall not be allowed except as provided for in paragraph A. and sub-paragraphs C.(1) and C.(2) immediately preceding.

#### D. NEVADA REVISED STATUTE 245.210

If the pertinent parts of Nevada Revised Statutes (N.R.S.) 245.210 should be repealed and/or modified in the future, the parties agree to restore all or part of the deleted previously negotiated in good faith language stating that an employee may not accumulate more than 280 hours or in the case of an employee having five (5) or more consecutive years of service, four hundred forty (440) hours as of January 1 of any year, effective on or after the effective date of the amendment to and in accordance with the N.R.S. 245 revisions.

### ARTICLE 21 HOLIDAYS/HOLIDAY COMPENSATION

A. Holidays for the purpose of this Article shall be as follows:

January 1 (New Years Day);  
Third Monday in January (Martin Luther King's Birthday);  
Third Monday in February (President's Day);  
Last Monday in May (Memorial Day);  
July 4 (Independence Day);  
First Monday in September (Labor Day);  
Last Friday in October (Nevada Day);  
November 11 (Veterans Day);  
Fourth Thursday in November (Thanksgiving Day);  
Fourth Friday in November (Day after Thanksgiving Day);  
December 25 (Christmas Day); and  
Any day that may be appointed by the President of the United States for public fast, thanksgiving, or as a legal holiday except for any Presidential appointment of the fourth Monday in October as Veterans Day.

For employees scheduled to work Monday through Friday, holidays falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday. For employees scheduled to work a schedule other than Monday through Friday, the employee may choose to observe the holiday on the actual day on which it falls or, if the holiday falls on a weekend, on the day on which it is observed.

B. On holidays, employees shall receive the following holiday pay at their base rate of pay irrespective of whether they actually work the holiday:

1. For employees working a 5/40 schedule as defined in Article 12, eight (8) hours of holiday pay.
2. For employees working a 4/40 schedule as defined in Article 12, ten (10) hours of

holiday pay.

3. For employees working a 12/40+ schedule as defined in Article 12, twelve (12) hours of holiday pay.

To be eligible for holiday pay, the employee must be in paid work or paid leave status on his/her regular scheduled workday before and after the holiday.

- C. Where practicable, employees working a 5/40 schedule or a 4/40 schedule shall receive the holiday off from work. These employees will receive, as applicable, eight (8) or ten (10) hours of holiday pay for the day under Paragraph B. If the employee is required to work the holiday, the employee shall receive additional compensation in accordance with Paragraph F below.
- D. If a holiday falls on a scheduled day off for an employee on a 4/40 or 12/40+ schedule, the employee shall receive, as applicable, ten (10) or twelve (12) hours of holiday pay for the day in accordance with Paragraph B. The employee may also receive, at Lyon County's sole discretion, a day off within same workweek. (E.g., If a holiday falls on a Friday, an employee who works a 4/40 schedule Monday through Thursday may receive one of those days off.) Lyon County shall owe no compensation for such day off.
- E. In the event an employee is on vacation during part or all of a workweek in which one or more holidays occur, the employee may not use vacation leave to enter more than forty (40) hours of time for that workweek, inclusive of any holiday compensation pursuant to this Article.
- F. If an employee works on a holiday, the employee shall receive, in addition to the holiday pay provided in Paragraph B, compensation for all hours worked on the holiday at one and a half (1.5) times base rate of pay. If an employee works overtime on the holiday, the employee shall receive compensation a two and one half (2.5) times base rate of pay for the holiday overtime.

## ARTICLE 22 GROUP INSURANCE COVERAGE

- A. The County and the Association agree that the County will continue to pay one hundred percent (100%) of the cost of the employee's health insurance through the County's group policy.

The County will continue to pay thirty percent (30%) of dependent health insurance premium up to a maximum of \$300.00 per month per employee for employees who elect dependent health insurance coverage under the County plan. The thirty percent (30%) up to \$300.00 per month maximum may not be combined for employees married to another County employee. This contract provision regarding the County paying thirty percent (30%) of dependent health insurance premium up to a maximum of \$300.00 per month per employee expires and is of no further effect after June 30, 2024 without further action if the parties do not mutually agree in writing to continue this benefit in a successor Agreement on or before June 30, 2024.

- B. To be eligible for group insurance, an employee must occupy a regular, budgeted position and qualify for benefits as described in the Lyon County Policy Manual.
- C. When an employee requests leave without pay and all accrued sick and vacation leave is exhausted, the employee shall be dropped from the insurance plan or have the option to continue the premiums at her/his own expense.
- D. The employee will pay the entire cost of dental, vision, and/or life insurance coverage for his/her spouse and/or dependent's under the group insurance program. The employee's cost of dental, vision and/or life insurance for his/her spouse and/or dependent's shall be paid via automatic payroll deduction.
- E. The County agrees to deduct from the employee's paycheck the elected coverage for the employee's spouse and/or dependent's in two (2) amounts on the first and second pay period of each calendar month.
- F. The County will institute a County-wide Insurance Committee comprised of representatives from all employee organizations and management. The County Manager or designee shall chair the Committee. The Committee shall meet periodically and provide input, dialogue, and consultation and be able to make recommendations on issues pertaining to insurance matters. The County Commissioners shall retain decision making authority for all matters relating to group insurance that are not expressly covered by the Collective Bargaining Agreement.
- G. Group Life Insurance Coverage

Employees may refer to the County Personnel Policy Manual for details on the program. The County retains the right to amend or eliminate County Policy and its life insurance program as appropriate.

## ARTICLE 23 SICK LEAVE AND FAMILY MEDICAL LEAVE

### A. Sick Leave:

1. All Regular Full-time employees of the County shall be entitled to sick and disability leave with pay for one and one-fourth (1¼) working days for each month of service in the employ of the County, which may be accumulated from year to year up to a total accrual of one thousand two hundred fifty (1,250) hours. If more than one thousand two hundred and fifty (1,250) hours remain in the employee's balance as of the end of the pay period which includes December 31<sup>st</sup>, the employee's balance will be reduced to one thousand two hundred fifty (1,250) hours and the excess sick leave will be forfeited. Nothing herein shall preclude the employee, at his or her sole option, from donating such excess sick leave to the catastrophic leave bank in accordance with Article 25(A) prior to forfeiture.
2. No sick leave shall be granted to an employee during the first six (6) months of employment, but such leave shall accrue from the start of employment and may be used after the completion of six (6) months of service.

3. Sick leave is for use in those situations in which the employee must be absent from work due to:
    - (a) the employee's illness, injury, or disability;
    - (b) medical and or dental appointments for the employee, provided the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;
    - (c) the need to care for an individual who is dependent upon the employee for care and requires the presence of the employee at the home of the employee, or the home of the ill individual, or to provide transportation of the ill individual for medical and/or dental treatment;
    - (d) exposure to contagious diseases and whose attendance is prevented by public health requirements, and/or is quarantined;
    - (e) any disability, including disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth;
    - (f) the death of a family member related by birth, adoption and/or through marriage, partner and/or an individual who was dependent upon the employee for care.
  4. An employee may decline to use any or part of the sick leave benefits normally payable to him/her while receiving benefits under Chapter 616 or 617 of N.R.S. During such period of time, the employee shall be considered on leave of absence without pay.
  5. In the event of sick leave lasting more than three (3) consecutive working days and/or in the event the County has a reasonable basis to request confirmation of the employee's need to use sick leave, the County may require written confirmation from the employee's licensed medical professional.
  6. Any employee using twenty four (24) hours or less of sick leave during a calendar year shall be entitled to one (1) personal day off with pay to be used or lost within one (1) calendar year. Scheduling the personal day off shall be in the same manner as scheduling vacation leave. On the employee's pay stub, the County will provide each employee notification of all sick leave hours.
- B. Family Medical Leave: As the County is a covered employer subject to the Family Medical Leave Act (FMLA), all eligible employees may exercise any and all applicable FMLA rights, including but not limited to the right to job-protected leave for an employee's own serious health condition, the serious health condition of a family member, and new child bonding. Employee eligibility, rights, responsibilities, and requirements with respect to FMLA leave are set forth in County Policy 6.4.
- C. Sick Leave Payoff. Upon Nevada PERS retirement from Lyon County, an employee shall be entitled to payment for unused sick leave in excess of two hundred forty (240) hours,

according to his/her number of years of Lyon County public service, calculated using the employee's base hourly rate of pay as of the effective date of the Nevada PERS retirement as follows:

1. For ten (10) years of service or more, but less than fifteen (15) years, not more than five thousand dollars (\$5,000.00).
2. For fifteen (15) years of service or more, but less than twenty (20) years, not more than six thousand dollars (\$6,000.00).
3. For twenty (20) years of service or more, but less twenty-five (25) years, not more than seven thousand dollars (\$7,000.00).
4. For twenty-five (25) years of service or more, not more than eight thousand dollars (\$8,000.00).

To be eligible for this benefit the employee must be approved for a Nevada PERS retirement, be in good standing with Lyon County and not subject to disciplinary discharge or resignation to avoid a disciplinary discharge. The employee must repay any sick leave payoff received pursuant to this Article prior to the employee being eligible for re-employment with Lyon County.

#### ARTICLE 24 BEREAVEMENT LEAVE

For each death of a family member within the second degree of consanguinity or affinity (see chart attached as Appendix E), an employee is entitled to a bereavement leave of absence of up to five (5) workdays with pay, chargeable to the employee's sick leave balance. Bereavement leave shall be used on consecutive workdays; provided, however, that at Lyon County's sole discretion it may authorize the use of bereavement leave on non-consecutive workdays for good cause shown.

#### ARTICLE 25 MISCELLANEOUS LEAVE

##### A. Catastrophic Leave

1. Establishing the Catastrophic Leave Account

The Lyon County Manager will maintain a catastrophic leave account for employees. The leave available in the account will be exclusively from voluntary donations by employees.

2. Donating to the Catastrophic Leave Account

An employee may request, in writing, that a specified number of hours of his/her accrued vacation or sick leave be donated to the catastrophic leave account. All vacation or sick leave donated to the catastrophic leave account will be transferred at the rate of one (1) hour leave of leave in the account for every one (1) hour of leave donated. All donated leave will be placed in a general catastrophic leave



account; however, the donating employee may at the time of the donation request that the donated hours be allocated to a particular employee who has been approved for catastrophic leave in accordance with this Article 25(A). All donations shall be subject to the following limitations:

- a. An employee may not donate sick leave to the catastrophic leave account if the employee's sick leave balance after the donation would be less than six hundred (600) hours.
- b. If an employee chooses to donate, the minimum number of hours an employee may donate in any one (1) calendar year is eight (8) hours vacation leave and twenty-four (24) hours sick leave.
- c. The maximum number of total hours an employee may donate in any one (1) calendar year is eighty (80) hours.
- d. All donations are irrevocable. Any hours of vacation or sick leave donated by any employee to the catastrophic leave account may not be returned or restored to that employee.

### 3. Eligibility

An employee who is completely unable to work for a period of at least six (6) weeks because of a serious illness or injury may apply for catastrophic leave in accordance with this Article. Catastrophic leave may not be used when the subject of the catastrophe is anyone other than the employee (e.g., the employee's family member). Catastrophic leave is limited to catastrophes which befall the employee. In addition, catastrophic leave is limited to situations where the employee has exhausted all paid time off and is not receiving any workers' compensation or wage replacement benefits.

### 4. Requesting Catastrophic Leave

An employee who is eligible for catastrophic leave under Section 3 of this Article 25(A) may request that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The request must be submitted in writing to the Human Resources Department. The maximum number of hours that may be requested is three hundred twenty (320) hours per catastrophe. The request must include: (i) the employee's name, title and classification; and (ii) a statement from the employee's attending provider substantiating the catastrophe and the period of incapacity resulting therefrom. The cost of all substantiating medical information submitted by the employee shall be borne by the employee.

### 5. Approval and Transfer of Catastrophic Leave

The County may approve the transfer of a specified number of hours of catastrophic leave, not to exceed three hundred twenty (320) hours, to any employee who satisfies all requirements for eligibility set forth in Section 3 of this Article 25(A). An employee who receives catastrophic leave is entitled to payment for each hour of

leave at the employee's base rate of pay. An employee shall not receive any catastrophic leave until the employee has exhausted any and all of his/her own paid accruals (sick leave, vacation leave, compensatory time off, etc.). The County Manager or his/her designee shall have the final decision on the approval of catastrophic leave requests, and that decision is final and is not subject to the grievance procedure, judicial review, or review by the Board of County Commissioners.

#### 6. Review of Status of Catastrophe

The County may periodically request any additional information from the employee reasonably needed to determine or confirm whether the catastrophe still exists. All such information, including additional physician statements, shall be provided at the expense of the employee.

#### 7. Cessation of Catastrophe or Employment

If the County determines that the catastrophe no longer exists, i.e., if it determines that all requirements in Section 3 of this Article 25(A) are no longer satisfied, no further hours of catastrophic leave shall be used and any unused catastrophic leave shall be forfeited and returned to the catastrophic leave account. This determination is final and not subject to the grievance procedure, judicial review or review by the Board of County Commissioners. If the employee who is receiving catastrophic leave resigns or is terminated, no further hours of catastrophic leave shall be used and any unused catastrophic leave shall be forfeited and returned to the catastrophic leave account. Any catastrophic leave not otherwise used at the time the catastrophe ceases to exist or upon cessation of employment shall be forfeited and returned to the catastrophic leave account.

### B. Court Leave

1. Any employee required to serve jury duty (including service on a Grand Jury) during the employee's regularly-scheduled hours shall receive regular compensation as though actually working. The employee shall claim any fees to which the employee may be entitled by reason of the jury service and pay the same over, except for travel pay, to the County. Time paid under this paragraph shall not be used in calculation of overtime.
  - a. An employee serving jury duty on a scheduled day off shall not receive any compensation from the County, but the employee may retain all fees and/or remuneration received for the jury service.
  - b. An employee who is not required to report for jury duty until the after the start of the employee's normal work schedule or who is released from jury duty before the end of the employee's work schedule shall, insofar as practicable, report to work for the hours which are not required for jury duty and related travel.

2. Any employee required by the County to appear as a witness in a proceeding in which the County is a party shall be paid regular compensation for the appearance, irrespective of whether the appearance occurs within the employee's normal work schedule. The employee shall claim any witness fees to which the employee may be entitled by reason of such appearance and pay the same over, except for travel pay, to the County. Time paid under this paragraph shall count as time worked for the purpose of calculating overtime.
  - a. The foregoing paragraph applies only to matters in which the employee serves as a witness on behalf of Lyon County. Employees shall not receive compensation for appearing as a witness in a matter in which the employee is a party or serves as a witness for a party who has commenced litigation against the County.

#### C. Military Leave

Any employee who is an active member of the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Public Health Service Reserve or the Nevada National Guard shall be relieved from his/her duties, upon request of his/her appointing authority, to serve under orders on training duty without loss of his/her regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year. Any such absence shall not be deducted from the employee's accrued vacation leave.

#### D. Leave Without Pay

Leave without pay may be granted by the County, at its discretion, in accordance with its policies and applicable law, including but not limited to the Family Medical Leave Act and the Americans with Disabilities Act.

### ARTICLE 26 SERVICE CONNECTED DISABILITY

- A. In event an employee is absent due to a service-connected disability which has been approved by the workers' compensation insurance carrier, self insurance and any other method for providing worker's compensation insurance pursuant to N.R.S. Ch. 616/617, the employee may receive compensation as determined by the workers' compensation insurance carrier, plus that amount from the County which would cause the total amount received by the employee from the workers' compensation insurance carrier and County to equal the employee's regular base take-home pay at the time disability occurred.
  1. To implement the foregoing, the employee shall deposit the lost-time benefit check from the workers' compensation insurance carrier with the County Treasurer, or irrevocably assign the workers' compensation insurance benefit to County by an instrument acceptable to the workers' compensation insurance carrier, and County then shall pay employee's regular base take-home pay during the disability.
  2. The use of accrued sick leave is deducted immediately from employee at the time of

his/her injury causing loss of work time. Sick leave is reimbursed when the workers' compensation insurance check is received by the Human Resources Office (approximate reimbursement is two-thirds (2/3) of sick leave credited back to leave bank for employee). Payment is not received from the workers' compensation insurance carrier until loss from work has exceeded five (5) working days. If employee has no sick leave at time of injury, employee receives entire check from the workers' compensation insurance carrier and no County check.

3. When accrued sick leave has expired, if employee still is unable to work, employee may use accrued vacation leave as sick leave. Once the employee's accrued sick and vacation leave is exhausted, the employee shall receive no additional compensation from County.
4. The Board of Lyon County Commissioners may in its sole discretion provide additional benefits to persons sustaining on-the-job injuries.

#### ARTICLE 27 ASSIGNMENTS REQUIRING MOTOR VEHICLES

Whenever it is required for an employee to use a motor vehicle in the performance of assigned duties, such vehicle shall be furnished or the employee shall be compensated for the use of said employee's personal vehicle at the current rate set forth in the Lyon County Personnel Policy Manual, Article 8, TRAVEL EXPENSES, Section 8.2 Allowances, 8.2.1 Mileage.

#### ARTICLE 28 PERSONNEL FILES

- A. Each employee shall have the right, upon written request, to review the material in his/her own personnel file, in the Human Resources Office during normal working hours.
- B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review. A representative of the Human Resources Office shall be present. An employee will, on written request to the County, receive copies of all materials in their personnel file.
- C. Materials within employees' personnel files are confidential and shall be released only as prescribed under County Policy.
- D. Any records of discipline placed in an employee's official personnel file which may be used for disciplinary matters shall not be admitted as evidence, unless the employee was informed of the information and given an opportunity to review it. The employee shall sign and acknowledge that the information was disclosed. If the employee refuses to sign and acknowledge that the information was disclosed, a notation of "refused to sign" may be noted in the employee's signature block, dated, and initialed by the Department Head. The Department Head will provide to the employee prior to the end of the meeting, a copy of the document(s) with the above notation. Employee shall have the right to attach a statement rebutting information of an adverse nature.
- E. At the written request of the employee, all records of discipline will be removed from the

employee's file after three (3) years have elapsed. In any event, all adverse materials will be considered null and void after such three (3) year period with the following exceptions:

1. If further disciplinary action concerning the same misconduct occurs within three (3) years from the initial disciplinary action, then there will be no requirement to remove the record of discipline. If there is no further disciplinary action concerning the same misconduct within five (5) years from the last occurrence, at the written request of the employee all adverse materials will be removed from the employees file and considered null and void.
  2. This provision does not apply to workplace violence or sexual harassment, if the employee(s) have been found to be in violation of these items, or to disciplinary suspension, demotion or termination.
- F. Commendations shall be placed into the personnel file and a copy presented to the employee.
- G. A copy of all job applications submitted by an employee for other County employment, after he/she is hired by the County, are maintained in the County recruitment files in the County electronic application system, and can be retrieved upon request of the employee of the Human Resources Department.

## ARTICLE 29 GRIEVANCE PROCEDURE

### A. Definition:

A grievance shall be defined as a dispute between an employee, a group of employees, or the Association, and the County which involves the violation of a provision or provisions of the Agreement.

### B. Time Limits:

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of a prescribed time limitation of this Article of the Agreement by the Association will mean the grievance is forfeited by the Association. A violation of a prescribed time limitation of this Article of the Agreement by the County may be considered by the arbitrator as to whether or not such failure has adversely impacted the Association's ability to process the grievance. 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 fifteen (15) working days of the event giving rise to a grievance or knowledge thereof, the grieved employee will reduce the grievance to written

form (see Appendix D) and present same to his/her Department Head for review. The grievance shall be signed by the grievant, the Grievance Committee Member, and/or the Association's authorized business representative. The Department Head shall respond in writing within ten (10) working days of receipt of the grievance or set a grievance meeting if a meeting is requested by the employee or his/her representative at the time the grievance is filed, within ten (10) working days of receipt of the grievance. The grievant may request and shall receive representation by a Grievance Committee Member or retained consultant at any meeting on the grievance convened by the Department Head. The Department Head shall render a written response to the grievance within ten (10) working days from receipt of the grievance or conclusion of the meeting, whichever is the later date. Failure by the Department Head to respond within ten (10) working days will result in the grievance being considered denied and the grievance will automatically move to the next step of the grievance process.

- 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 Manager by the Grievant, Grievance Committee Member or the Association's business representative. The County Manager shall respond in writing to the grievance within ten (10) working days of the date said County Manager received the grievance or set a grievance meeting if a meeting is requested by the employee or his/her representative at the time the grievance is filed, within ten (10) working days of receipt of the grievance.

Failure by the County Manager to respond within ten (10) working days will result in the grievance being considered denied and the grievance will automatically move to the next step of the grievance process.

- Step 3. Either party to the Agreement may request arbitration of an unresolved grievance. The party requesting arbitration shall notify the other party in writing of such intent within ten (10) working days of receipt of the Step 2 written response. The moving party shall request a list of seven (7) arbitrators from the Federal Mediation Conciliation Services (FMCS). Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The decision as to which party shall strike the first name from the list shall be determined by lot. In the event an employee pursues arbitration without the Association's approval, the employee will assume the Association's responsibility of the arbitration expenses and any and all of the costs of their representation, including, but not limited to, preparation, briefs, legal fees, etc.

#### 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 by the arbitrator shall be borne equally by the parties. If the arbitrator orders a court reporter the reporter's/transcript fees will be split equally by the parties, otherwise these fees shall be paid by the requesting party. If the arbitrator does not order a transcript but one party desires a copy of a transcript, that party shall share equally in the reporter's/transcript fees.

F. Compliance:

The parties agree to comply with 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 fifteen (15) calendar days of the hearing, all other decisions within thirty (30) days.

G. For the purpose of this Article, a "working day" shall be defined as a day when the County Offices are normally opened for business.

H. Association Training:

The County agrees to allow a new Grievance Committee Member and/or new Board of Directors time to observe, for purposes of training, at any or all of the above grievance step(s)/process(es) in accordance with Article 7 Use of Time for Association Business. Each new Grievance Committee Member and/or Board of Director will be allowed to attend one (1) meeting at each step of the grievance process.

## ARTICLE 30 DISCIPLINARY AND DISCHARGE ACTION

- A. The County shall provide the affected employee with written notice prior to taking any disciplinary action, except where circumstances dictate the County taking immediate action to remove the employee from the workplace. No employee, after having completed his/her initial probationary period, shall be discharged, suspended without pay or subjected to other disciplinary action without just cause. The County will attempt to employ progressive discipline except in those cases when the seriousness of the offense or condition, as determined by the County, warrants immediate demotion, suspension, dismissal or other disciplinary measures.
- B. In all cases, written notice of any disciplinary action shall be served on the employee personally or by certified mail, return receipt, with a copy of the notice placed in the employee's personnel file, and a copy delivered to the Association.
- C. The County agrees that no employee may be disciplined or discharged without just cause, except probationary employees who shall have no rights under this Article.
- D. The initial form of discipline shall be appropriate to the seriousness of the initial offense. Authorized discipline shall range from verbal informal warning and reprimand through and up to termination of employment from the County. Forms of progressive discipline include, but are not limited to:

1. Verbal Warning and Reprimand:

Whenever an employee's performance falls below an acceptable level, the employee's supervisor shall inform the employee promptly of the specific deficiency(ies). If appropriate and justified following discussion, a reasonable period for improvement or correction may be allowed before initiating formal disciplinary action.

2. Formal Warning and Reprimand:

In situations where a verbal warning and/or reprimand has not resulted in correction of the specific deficiency(ies), or where more severe initial action is warranted, a written reprimand shall be given to the employee and a copy placed in the employee's personnel file maintained by the County Human Resources Office.

3. Suspension:

If the formal warning and/or reprimand has not resulted in correction of the specific deficiency(ies), or where more severe initial action is warranted, an employee may be suspended without pay, for just cause. An employee may be suspended without pay more than once.

4. Termination:

As a final disciplinary measure, when all other forms of progressive discipline have been proven ineffective, or where more severe initial action is warranted, an employee may be terminated for just cause.

E. Written notice of proposed disciplinary actions shall be provided to employees and the written notice shall contain the following information:

1. The type of disciplinary action proposed.
2. The effective date of the action.
3. The reason or cause of the action and all supporting information/documentation in which the proposed disciplinary action was based.
4. The employee has the right to respond to the authority initially imposing the discipline (pre-disciplinary meeting).
5. Specific Lyon County Employees' Association Agreement Section(s) and/or Lyon County Personnel Policy Rule(s) allegedly violated.

F. Notice shall be provided to the employee and the Association within five (5) working days before the disciplinary action is to be effective. This five (5) working day notice will allow the employee adequate time to review the notice and request representation at the required pre-disciplinary meeting. Where immediate disciplinary action has been imposed, such action will not become final until the written notice has been furnished to the employee and the Association. Once the proposed disciplinary action has been imposed, the affected employee shall have the right to appeal such disciplinary action under the grievance procedure. Such appeals may be filed directly at the step of the grievance procedure appropriate to the level of decision making.



Verbal Warning and Reprimand – An employee may write a rebuttal to be attached and placed in their personnel file(s), but no Pre-disciplinary Hearing or Grievance Procedure will occur.

Formal Warning and Reprimand – An employee will have a Pre-disciplinary Hearing only. The employee may write a rebuttal to be attached and placed in their personnel file(s), but no Grievance Procedure will occur.

All other levels of discipline will have a Pre-disciplinary Hearing and the ability to follow the Grievance Procedure.

- G. For the purpose of this Article, a “working day” shall be defined as a day when the County Offices are normally opened for business.
- H. Association Training: The County agrees to allow a new Grievance Committee Member and/or new Board of Director time to observe, for purposes of training, at any or all of the above disciplinary step(s)/process(es) in accordance with Article 7 Use of Time for Association Business. Each new Grievance Committee Member or Board of Director will be allowed to attend one (1) meeting at each step of the disciplinary process.
- I. In the event an employee pursues arbitration without the Association’s approval, the employee will assume the Association’s responsibility of the arbitration expenses and any and all of the costs of their representation, including, but not limited to, preparation, briefs, legal fees, etc.

#### ARTICLE 31 LICENSES AND CERTIFICATIONS

The County will reimburse an employee the actual cost upon the employee obtaining a Commercial Driver’s License and renewal of a Commercial Driver’s License that is required by law, and/or is a condition of continued employment.

The County will reimburse an employee the actual cost upon the employee obtaining a required Certification and renewal of such Certification that may be required by law, and/or is a condition of continued employment.

#### ARTICLE 32 SAFETY

Lyon County and its employees will abide by all applicable Federal and State Safety Rules and Regulations, and industry standards. Alleged violations of this Article are not subject to the negotiated grievance procedure. The Association may discuss any safety concerns with the County Manager and affected Department Head.

#### ARTICLE 33 CONFLICTING AGREEMENTS

- A. This Agreement supersedes all personnel rules in effect by the county relating to those

subjects which conflict with the provisions of this Agreement. Such Agreement does not preclude the County from formulating rules and guidelines which are consistent with the terms of this Agreement, or the provisions of the Nevada Revised Statutes, subject to the procedures of this Article.

- B. The Association agrees that this Agreement constitutes the full agreement between the parties. The Association waives the right to raise new issues or matters not specifically covered in this Agreement during its term, except by mutual agreement.
- C. The Association recognizes that the County makes no guarantee that any past or existing practices, policies, rules, regulations, or working conditions will be continued in the future. The parties agree that the County retains the right to amend, discontinue, or implement new policies, practices, rules and regulations which are not in specific conflict with this Agreement.
- D. If the County amends the Lyon County Personnel Policy Manual which effects employees of this bargaining unit, the County will notify the Association, in writing, and meet and confer, but not negotiate, thirty (30) days prior to implementing the amendment.

#### ARTICLE 34 SAVINGS CLAUSE

In the event that any provision of this Agreement is or shall be rendered invalid by applicable legislation, or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Association 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.

#### ARTICLE 35 MISCELLANEOUS

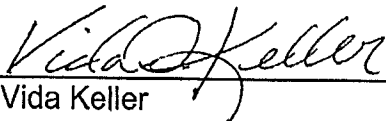
Upon receipt of a written request from the Association President or Treasurer, the County will provide a current list of all Association Members name and complete mailing address.

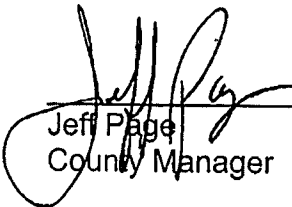
ARTICLE 36 EFFECTIVE DATE AND DURATION

- A. This Agreement shall be in full force and effect from July 1, 2021 to June 30, 2024. This Agreement shall thereafter remain in full force and effect until a successor Agreement is reached, except that Article 13(B) and Article 13(J) shall have no further effect beyond June 30, 2024. In no event shall any merit increase or longevity payment be issued under this Agreement after June 30, 2024.
- B. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect no later than February 1, 2024.
- C. The County will hold financial quarterly updates during the regularly scheduled Labor Relations Workshops for the LCEA.
- D. In adopting this Agreement it is agreed upon by both parties that testimony may be provided to the Nevada State Legislature during a regular or special session regarding NRS 288 and 289 impacts and proposed changes by both parties, even if the parties are in active new contract negotiations, without concern of an unfair bargaining claim by either party.
- E. The County may reopen this Agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

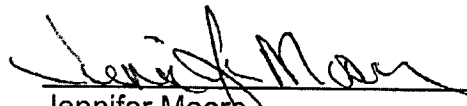
IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly executed by their authorized representatives this 17 day of June, 2021.

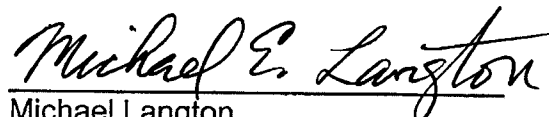
LYON COUNTY  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Vida Keller  
Board Chair

  
\_\_\_\_\_  
Jeff Page  
County Manager

LYON COUNTY EMPLOYEES'  
ASSOCIATION

  
\_\_\_\_\_  
Jennifer Moore  
Association President

  
\_\_\_\_\_  
Michael Langton  
Bargaining Representative

# APPENDIX A

# LCEA-Eligible Job Classifications

**July 1, 2021 – June 30, 2024**

(Reallocations from prior fiscal year are effective the first full pay period after 7/1/2021)

\*Denotes classification in the supervisors' bargaining unit. All other classifications listed below are in the non-supervisors' bargaining unit.

CLASSIFICATIONS	PAY GRADE
<b>ASSESSOR</b>	
Appraiser	T2
Appraiser Trainee (Or Entry-level)	T1
Chief Property Appraiser*	T4
Mapping Administrator	A4
Senior Appraiser	T3
<b>ANIMAL SERVICES</b>	
Animal Control Officer	T1
Animal Services Assistant	A2
Animal Services Supervisor*	M1
<b>COMMUNITY DEVELOPMENT</b>	
Administrative Assistant	A3
Code Enforcement Officer	T2
Planning Technician	T1
<b>FACILITIES</b>	
Buildings & Grounds Maintenance Worker	A2
Buildings & Grounds Supervisor*	M2
Custodian	A2
Custodial Supervisor*	M1
Maintenance Technician	T2
Office Assistant	A2
Senior Buildings & Grounds Maintenance Worker	A3
Senior Parks Maintenance Worker	A3
<b>HUMAN SERVICES</b>	
Case Manager	A3
Food Specialist	A2

Office Assistant	A2
Program Analyst	P1
Program Supervisor*	M1
Senior Case Manager	A4
Senior Center Supervisor*	M1
Transportation Specialist	A2
WIC Specialist	A3
<b>LIBRARY</b>	
Library Assistant	A2
Library Branch Manager*	M1
Library Technician	A3
<b>RECORDER</b>	
Records Administrator	A4
Office Assistant	A2
<b>ROADS/FLEET</b>	
Fleet Services Supervisor*	M2
Fleet Services Technician	T2
Road Maintainer	A3
Road Maintenance Supervisor*	M2
Senior Fleet Services Technician	T3
Senior Road Maintainer	A4
Sign Maintenance Technician	A3
<b>SHERIFF</b>	
Control Room Operator Supervisor*	M1
Fiscal Analyst	P1
Jail Control Room Operator	A2
Office Assistant	A2
Public Safety Dispatch Supervisor*	M1
Public Safety Dispatcher	A3
Sheriff's Records Manager*	M1
<b>UTILITIES</b>	
Construction Inspector	T2
Construction & Repair Technician I-III	T1-T3
Electrical/Mechanical Technician I-III	T1-T3
Field Services Superintendent*	M2

Instrumentation & Controls Technician Chief Operator	T4
Instrumentation & Controls Technician	T1-T3
Office Supervisor*	M1
Office Assistant	A2
Professional Services Coordinator	P2
Utilities Meter Technician	A2
Wastewater Systems Technician I-III	T1-T3
Water Systems Technician I-III	T1-T3
Wastewater Superintendent*	M2
Water Superintendent*	M2

# APPENDIX B



**LCEA SALARY TABLE (FY 2021-2022)**  
**Effective First Full Pay Period After July 1, 2021**

Pay Grade	Employer Paid		Employee/Employer Paid (Until 7/31/2021)		Employee/Employer Paid (Starting 8/1/2021)*	
	Min.	Max.	Min.	Max.	Min.	Max.
A1	\$ 12.7981	\$ 20.4707	\$ 14.7593	\$ 23.6076	\$ 14.7962	\$ 23.6666
	\$ 26,620.05	\$ 42,579.06	\$ 30,699.34	\$ 49,103.81	\$ 30,776.10	\$ 49,226.53
A2	\$ 15.8333	\$ 25.3310	\$ 18.2596	\$ 29.2127	\$ 18.3052	\$ 29.2857
	\$ 32,933.26	\$ 52,688.48	\$ 37,979.97	\$ 60,762.42	\$ 38,074.82	\$ 60,914.26
A3	\$ 20.0675	\$ 32.1147	\$ 23.1426	\$ 37.0359	\$ 23.2005	\$ 37.1285
	\$ 41,740.40	\$ 66,798.58	\$ 48,136.61	\$ 77,034.67	\$ 48,257.04	\$ 77,227.28
A4	\$ 22.0625	\$ 35.3064	\$ 25.4433	\$ 40.7167	\$ 25.5069	\$ 40.8185
	\$ 45,890.00	\$ 73,437.31	\$ 52,922.06	\$ 84,690.74	\$ 53,054.35	\$ 84,902.48
T1	\$ 19.9295	\$ 29.8943	\$ 22.9835	\$ 34.4752	\$ 23.0409	\$ 34.5614
	\$ 41,453.36	\$ 62,180.14	\$ 47,805.68	\$ 71,708.42	\$ 47,925.07	\$ 71,887.71
T2	\$ 21.7866	\$ 32.6958	\$ 25.1251	\$ 37.7060	\$ 25.1879	\$ 37.8003
	\$ 45,316.13	\$ 68,007.26	\$ 52,260.21	\$ 78,428.48	\$ 52,390.83	\$ 78,624.62
T3	\$ 24.1001	\$ 36.1553	\$ 27.7932	\$ 41.6957	\$ 27.8626	\$ 41.7999
	\$ 50,128.21	\$ 75,203.02	\$ 57,809.86	\$ 86,727.06	\$ 57,954.21	\$ 86,943.79
T4	\$ 25.2992	\$ 37.9594	\$ 29.1760	\$ 43.7762	\$ 29.2489	\$ 43.8857
	\$ 52,622.34	\$ 78,955.55	\$ 60,686.08	\$ 91,054.50	\$ 60,837.71	\$ 91,282.26
P1	\$ 23.3887	\$ 35.0831	\$ 26.9727	\$ 40.4592	\$ 27.0402	\$ 40.5603
	\$ 48,648.50	\$ 72,972.85	\$ 56,103.22	\$ 84,155.14	\$ 56,243.62	\$ 84,365.42
P2	\$ 27.9894	\$ 41.9839	\$ 32.2784	\$ 48.4174	\$ 32.3591	\$ 48.5385
	\$ 58,217.95	\$ 87,326.51	\$ 67,139.07	\$ 100,708.19	\$ 67,306.93	\$ 100,960.08
M1	\$ 24.0886	\$ 38.5417	\$ 27.7799	\$ 44.4478	\$ 27.8493	\$ 44.5589
	\$ 50,104.29	\$ 80,166.74	\$ 57,782.19	\$ 92,451.42	\$ 57,926.54	\$ 92,682.51
M2	\$ 29.9351	\$ 47.8959	\$ 34.5223	\$ 55.2354	\$ 34.6086	\$ 55.3735
	\$ 62,265.01	\$ 99,623.47	\$ 71,806.38	\$ 114,889.63	\$ 71,985.89	\$ 115,176.88

\*Due to PERS increase in contribution rate, and consequent increase in EE/ER multiplier.

**LCEA SALARY TABLE (FY 2022-2023)**

Effective First Full Pay Period After July 1, 2022

Pay Grade	Employer Paid		Employee/Employer Paid	
	Min.	Max.	Min.	Max.
A1	\$ 13.3100	\$ 21.2895	\$ 15.3880	\$ 24.6132
	\$ 27,684.80	\$ 44,282.16	\$ 32,007.04	\$ 51,195.46
A2	\$ 16.4666	\$ 26.3442	\$ 19.0374	\$ 30.4571
	\$ 34,250.53	\$ 54,795.94	\$ 39,597.79	\$ 63,350.77
A3	\$ 20.8702	\$ 33.3993	\$ 24.1285	\$ 38.6136
	\$ 43,410.02	\$ 69,470.54	\$ 50,187.28	\$ 80,316.29
A4	\$ 22.9450	\$ 36.7187	\$ 26.5272	\$ 42.4513
	\$ 47,725.60	\$ 76,374.90	\$ 55,176.58	\$ 88,298.70
T1	\$ 20.7267	\$ 31.0901	\$ 23.9626	\$ 35.9439
	\$ 43,111.54	\$ 64,667.41	\$ 49,842.21	\$ 74,763.31
T2	\$ 22.6581	\$ 34.0036	\$ 26.1955	\$ 39.3123
	\$ 47,128.85	\$ 70,727.49	\$ 54,486.64	\$ 81,769.58
T3	\$ 25.0641	\$ 37.6015	\$ 28.9771	\$ 43.4719
	\$ 52,133.33	\$ 78,211.12	\$ 60,272.37	\$ 90,421.55
T4	\$ 26.3112	\$ 39.4778	\$ 30.4189	\$ 45.6411
	\$ 54,727.30	\$ 82,113.82	\$ 63,271.31	\$ 94,933.49
P1	\$ 24.3242	\$ 36.4864	\$ 28.1217	\$ 42.1827
	\$ 50,594.34	\$ 75,891.71	\$ 58,493.14	\$ 87,740.02
P2	\$ 29.1090	\$ 43.6633	\$ 33.6535	\$ 50.4801
	\$ 60,546.72	\$ 90,819.66	\$ 69,999.28	\$ 104,998.61
M1	\$ 25.0521	\$ 40.0834	\$ 28.9633	\$ 46.3413
	\$ 52,108.37	\$ 83,373.47	\$ 60,243.66	\$ 96,389.90
M2	\$ 31.1325	\$ 49.8117	\$ 35.9929	\$ 57.5884
	\$ 64,755.60	\$ 103,608.34	\$ 74,865.23	\$ 119,783.87

**LCEA SALARY TABLE (FY 2023-2024)**

Effective First Full Pay Period After July 1, 2023

Pay Grade	Employer Paid		Employee/Employer Paid	
	Min.	Max.	Min.	Max.
A1	\$ 13.5429	\$ 21.6621	\$ 15.6572	\$ 25.0440
	\$ 28,169.23	\$ 45,057.17	\$ 32,566.98	\$ 52,091.52
A2	\$ 16.7548	\$ 26.8052	\$ 19.3706	\$ 30.9901
	\$ 34,849.98	\$ 55,754.82	\$ 40,290.85	\$ 64,459.41
A3	\$ 21.2354	\$ 33.9838	\$ 24.5507	\$ 39.2894
	\$ 44,169.63	\$ 70,686.30	\$ 51,065.46	\$ 81,721.95
A4	\$ 23.3465	\$ 37.3613	\$ 26.9914	\$ 43.1942
	\$ 48,560.72	\$ 77,711.50	\$ 56,142.11	\$ 89,843.94
T1	\$ 21.0894	\$ 31.6342	\$ 24.3819	\$ 36.5730
	\$ 43,865.95	\$ 65,799.14	\$ 50,714.35	\$ 76,071.84
T2	\$ 23.0546	\$ 34.5987	\$ 26.6539	\$ 40.0003
	\$ 47,953.57	\$ 71,965.30	\$ 55,440.11	\$ 83,200.62
T3	\$ 25.5027	\$ 38.2595	\$ 29.4842	\$ 44.2326
	\$ 53,045.62	\$ 79,579.76	\$ 61,327.14	\$ 92,003.81
T4	\$ 26.7716	\$ 40.1687	\$ 30.9512	\$ 46.4399
	\$ 55,684.93	\$ 83,550.90	\$ 64,378.50	\$ 96,594.99
P1	\$ 24.7499	\$ 37.1249	\$ 28.6139	\$ 42.9209
	\$ 51,479.79	\$ 77,219.79	\$ 59,516.91	\$ 89,275.47
P2	\$ 29.6184	\$ 44.4274	\$ 34.2425	\$ 51.3635
	\$ 61,606.27	\$ 92,408.99	\$ 71,224.40	\$ 106,836.08
M1	\$ 25.4905	\$ 40.7849	\$ 29.4701	\$ 47.1523
	\$ 53,020.24	\$ 84,832.59	\$ 61,297.81	\$ 98,076.78
M2	\$ 31.6773	\$ 50.6834	\$ 36.6228	\$ 58.5961
	\$ 65,888.78	\$ 105,421.47	\$ 76,175.42	\$ 121,879.89



# APPENDIX C

## CHAPTER 285 - AWARDS TO STATE EMPLOYEES

<u>NRS 285.005</u>	Definitions.
<u>NRS 285.010</u>	"Adoption" defined.
<u>NRS 285.012</u>	"Board" defined.
<u>NRS 285.014</u>	"Employee suggestion" defined.
<u>NRS 285.016</u>	"State agency" defined.
<u>NRS 285.018</u>	"State employee" defined.
<u>NRS 285.020</u>	Merit Award Program established; designation of award.
<u>NRS 285.030</u>	Merit Award Board: Members; Secretary; regulations; expenditures.
<u>NRS 285.040</u>	Merit Award Board: Duty to investigate, review and evaluate employee suggestions.
<u>NRS 285.050</u>	Employee suggestions: Requirements; duplicates; limitation on number submitted; additional standards.
<u>NRS 285.060</u>	Employee suggestions: Recordation; notification of delays; referral to relevant state agency; state agency's findings and recommendations; review, evaluation and monitoring by Merit Award Board; report.
<u>NRS 285.070</u>	Cash payment: Amount and payment of award; eligibility and requirements for award; distribution and use of additional savings.

NRS 285.005 Definitions. As used in this chapter, unless the context otherwise requires, the words and terms defined in NRS 285.010 to 285.018, inclusive, have the meanings ascribed to them in those sections.  
(Added to NRS by 2011.281)

NRS 285.010 "Adoption" defined. "Adoption" means the putting of an employee suggestion into practice.  
(Added to NRS by 1967.1065; A 1977.452; 2001.1311; 2011.282; 2017.3520)

NRS 285.012 "Board" defined. "Board" means the Merit Award Board.  
(Added to NRS by 2011.282)

NRS 285.014 "Employee suggestion" defined. "Employee suggestion" means a proposal by a state employee or group of state employees which would:

1. Reduce, eliminate or avoid state expenditures, whether or not such money would be expended from the State General Fund; or
  2. Improve the operation of the State Government.
- (Added to NRS by 2011.282)

NRS 285.016 "State agency" defined. "State agency" has the meaning ascribed to it in NRS 281.195, except that the term does not include a board which is exempt from the provisions of chapter 353 of NRS pursuant to NRS 353.005.  
(Added to NRS by 2011.282)

NRS 285.018 "State employee" defined. "State employee" means any person employed by a state agency who is not the head of the state agency or a designee of the head of a state agency for the purposes of this chapter.  
(Added to NRS by 2011.282)

NRS 285.020 Merit Award Program established; designation of award.

1. There is hereby established a Merit Award Program for state employees.
  2. The award must be designated as the "Good Government, Great Employees Award."
- (Added to NRS by 1967.1065; A 2011.282)

NRS 285.030 Merit Award Board: Members; Secretary; regulations; expenditures.

1. The controlling authority of the Merit Award Program is the Merit Award Board.
2. The Board must be composed of five members as follows:
  - (a) Two persons who are members of the American Federation of State, County and Municipal Employees or its successor, designated by the executive committee of that Federation or its successor.
  - (b) One member from the Budget Division of the Office of Finance appointed by the Chief of the Budget Division.
  - (c) One member from the Division of Human Resource Management of the Department of Administration appointed by the Administrator of the Division.
  - (d) One member appointed by and representing the Governor.
3. The member from either the Budget Division of the Office of Finance or the Division of Human Resource Management of the Department of Administration must serve as the Secretary of the Board.
4. The Board shall adopt regulations for transacting its business and carrying out the provisions of this chapter.



5. Within the limits of legislative appropriations, the Board may expend up to \$5,000 per year on expenses relating to the operation of the Board.

(Added to NRS by 1967. 1065; A 1975. 190; 1981. 1684; 1983. 639; 1991. 1829; 2011. 282; 2017. 3520)

**NRS 285.040 Merit Award Board: Duty to investigate, review and evaluate employee suggestions.** The Board shall investigate, review and evaluate the merits of each proposed employee suggestion in the manner set forth in NRS 285.060.

(Added to NRS by 1967. 1066; A 2011. 283)

**NRS 285.050 Employee suggestions: Requirements; duplicates; limitation on number submitted; additional standards.**

1. Except as otherwise provided in this section, any state employee or group of state employees may submit an employee suggestion. An employee suggestion must be submitted in writing to the Board.

2. To be eligible for an award pursuant to NRS 285.070, a state employee or group of state employees must submit a suggestion:

(a) Which is not currently under active consideration and has not been previously considered by the state agency affected;

(b) For which the act of developing or proposing is not a normal part of the job duties of the state employee, whether acting individually or as a member of a group of state employees;

(c) Which is not within the state employee's authority or responsibility to carry out or implement, whether acting individually or as a member of a group of state employees;

(d) Which proposes to do more than merely suggest that an existing policy or procedure be followed correctly;

(e) Which does not concern an individual grievance or complaint;

(f) Which would not reduce the quality or quantity of services provided by the relevant state agency; and

(g) Which would not transfer costs from one state agency to another state agency.

3. If duplicate employee suggestions are submitted, only the state employee or group of state employees who submits the first employee suggestion received is eligible for an award pursuant to NRS 285.070.

4. Except as otherwise provided in this subsection, a state employee, either individually or as a member of a group of state employees, may not submit more than two employee suggestions in any calendar year. For any employee suggestion submitted by a state employee, either individually or as a member of a group of state employees, that is approved in a calendar year, the state employee may submit one additional employee suggestion during that same calendar year.

5. The Board may, in consultation with the Budget Division of the Office of Finance and the Interim Finance Committee, establish such additional standards for the making and submission of employee suggestions as it deems proper.

(Added to NRS by 1967. 1066; A 1991. 1830; 2011. 283; 2017. 3520)

**NRS 285.060 Employee suggestions: Recordation; notification of delays; referral to relevant state agency; state agency's findings and recommendations; review, evaluation and monitoring by Merit Award Board; report.**

1. Upon receiving an employee suggestion pursuant to NRS 285.050, the Secretary of the Board shall:

(a) Record and acknowledge receipt of the employee suggestion;

(b) Notify the state employee or each state employee of a group of state employees who submitted the employee suggestion of any undue delays in the consideration of the employee suggestion; and

(c) Refer the employee suggestion at once to the head of the state agency or agencies affected, or his or her designee, for consideration.

2. Within 30 days after receiving an employee suggestion that is referred pursuant to subsection 1, the head of the state agency, or his or her designee, shall report his or her findings and, if applicable, recommendations to the Board unless the Board has, for good cause, extended the period. The report must indicate:

(a) Whether the employee suggestion has been adopted.

(b) If adopted:

(1) The day on which the employee suggestion was put into practice.

(2) The actual or estimated reduction, elimination or avoidance of state expenditures or any improvement in the operation of the State Government made possible by the employee suggestion.

(3) If the employee suggestion was submitted by a group of state employees, a recommendation of the distribution of any potential award made pursuant to NRS 285.070 to each state employee in the group. Such a distribution must be made in equal proportion to each state employee in the group.

(c) If rejected, the reasons for rejection.

(d) If applicable, whether legislation will be required before the employee suggestion may be adopted.

3. The Board shall:

(a) Review the findings and, if applicable, recommendations of the state agency and may obtain additional information or take such other action as is necessary for prompt, thorough and impartial consideration of each employee suggestion.

(b) Evaluate each employee suggestion, taking into consideration any action by the state agency, staff recommendations and the objectives of the Merit Award Program.

(c) Monitor the efficacy and progress of employee suggestions that have been adopted and put into practice.

(d) Provide a report to the Budget Division of the Office of Finance and the Interim Finance Committee not later than 90 days after the end of each fiscal year ending on June 30 of an even-numbered year summarizing, for that fiscal year and the previous fiscal year:

(1) The employee suggestions that were rejected by state agencies.



(2) The employee suggestions that were adopted by state agencies and detailing any actual reduction, elimination or avoidance of state expenditures or any improvement in the operation of the State Government made possible by the employee suggestion.

(3) Any legislation required to be enacted before an employee suggestion may be adopted.  
(Added to NRS by 1967. 1066; A 2011. 283; 2017. 1039, 3521)

**NRS 285.070 Cash payment: Amount and payment of award; eligibility and requirements for award; distribution and use of additional savings.**

1. Except as otherwise provided in this section, after reviewing and evaluating an employee suggestion, the Board, in consultation with the Budget Division of the Office of Finance, may make an award to the state employee or to each state employee of a group of state employees who submitted the employee suggestion.

2. If the amount of a proposed award will exceed \$5,000, the award must be approved by the Interim Finance Committee. On a quarterly basis, the Board shall transmit any proposed awards that exceed \$5,000 to the Director of the Legislative Counsel Bureau for transmittal to the Interim Finance Committee. In acting upon such an award, the Interim Finance Committee shall consider, among other things:

(a) The reduction, elimination or avoidance of state expenditures or any improvement in the operation of the State Government made possible by the employee suggestion; and

(b) The intent of the Legislature in enacting this chapter.

3. An award made pursuant to this section may not exceed:

(a) Ten percent of the amount of any actual savings to the State, as determined at the end of the second fiscal year after the adoption of the employee suggestion; or

(b) A total of \$25,000,

↪ whichever is less, whether distributed to an individual employee or to a group of state employees who submitted the employee suggestion.

4. Awards to employees arising out of adopted employee suggestions must, insofar as is practicable, be paid from money other than money in the State General Fund.

5. The total amount of an award made pursuant to this section must be paid in two equal installments. The first installment must be paid not later than 90 days after the end of the fiscal year during which the State realized a reduction, elimination or avoidance of state expenditures or any improvement in the operation of State Government as a result of the adoption of the employee suggestion. The second installment must be paid not later than 90 days after the end of the fiscal year immediately following the fiscal year during which the first installment was paid.

6. A former state employee is eligible to receive an award pursuant to this section if the person was a state employee at the time he or she submitted an employee suggestion, or was a member of a group of state employees who submitted an employee suggestion, that is subsequently adopted.

7. An award may not be made for an employee suggestion pursuant to this section until the State has realized a reduction, elimination or avoidance of state expenditures or any improvement in the operation of the State Government as a result of the adopted employee suggestion.

8. Any actual savings to the State resulting from the adoption of an employee suggestion that remains after an award is made pursuant to this section must be distributed as follows:

(a) Fifty percent must be transferred to the State General Fund; and

(b) After a revision to the appropriate work program pursuant to NRS 353.220, the remaining balance must be used by the state agency that employs the state employee or the group of state employees who submitted the employee suggestion for one-time, nonoperational expenses which do not require ongoing maintenance, including, without limitation, training and equipment.

(Added to NRS by 1967. 1067; A 1975. 190; 1991. 1830; 2011. 284; 2017. 3522)

# APPENDIX D



LYON COUNTY EMPLOYEES' ASSOCIATION FORMAL GRIEVANCE FORM

**Definition:** A grievance shall be defined as a dispute between an employee, a group of employees, or the Association and the County, which involved the violation of a provision of the Agreement and/or Lyon County Personnel Policy Manual. (Please print legibly)

Grievant's Name: _____	Contact Phone: _____
Position: _____	Department: _____
Work Location: _____	
Dept. Head's Name: _____	Contact Phone: _____
Immediate Supervisor: _____	Contact Phone: _____

Statement of grievance (briefly state the facts that prompted this grievance):

Date of occurrence(s): \_\_\_\_\_

Where did this occur (be specific):

Name(s) and phone number(s) of any witness(es):

Name \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name \_\_\_\_\_ Phone No.: \_\_\_\_\_

Which Article(s) and Section(s) of the LCEA Labor Agreement, and/or Lyon County Personnel Policy Manual do you believe have been violated?

What remedy/resolution are you requesting?

Do you request a meeting be scheduled to discuss this grievance? Yes  No

Grievant's Signature	Date	Association Representative or Business Representative Signature	Date

**Step 1 (Article 29) – Submittal to Department Head**

Written grievance is presented to Department Head for review within fifteen (15) working days of event or knowledge thereof. Response due to grievant in written form from the Department Head within ten (10) working days, or, if a meeting is to be set, date of such meeting will be indicated below and written response made to grievant within ten (10) working days from the meeting date.

Date submitted to Dept. Head	Date received by Dept. Head

Department Head's response and meeting date, time and location (attachments may be included):

Date Returned to Grievant	Grievant Signature
	Department Head Signature

**Step 2 (Article 29) – Appeal to County Manager**

Appeal to County Manager within ten (10) working days of the final response from the Department Head. Response due to grievant in written form from the County Manager within ten (10) working days, or, if a meeting is to be set, date of such meeting will be indicated below and written response made to grievant within ten (10) working days from the meeting date.

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Association Representative or Business Representative Signature and Printed Name

\_\_\_\_\_  
Dated Received by County Manager

\_\_\_\_\_  
County Manager's Signature

County Manager's response and meeting date, time and location (if applicable)(attachments may be included):

\_\_\_\_\_  
Date Returned to Grievant and LCEA **Step**

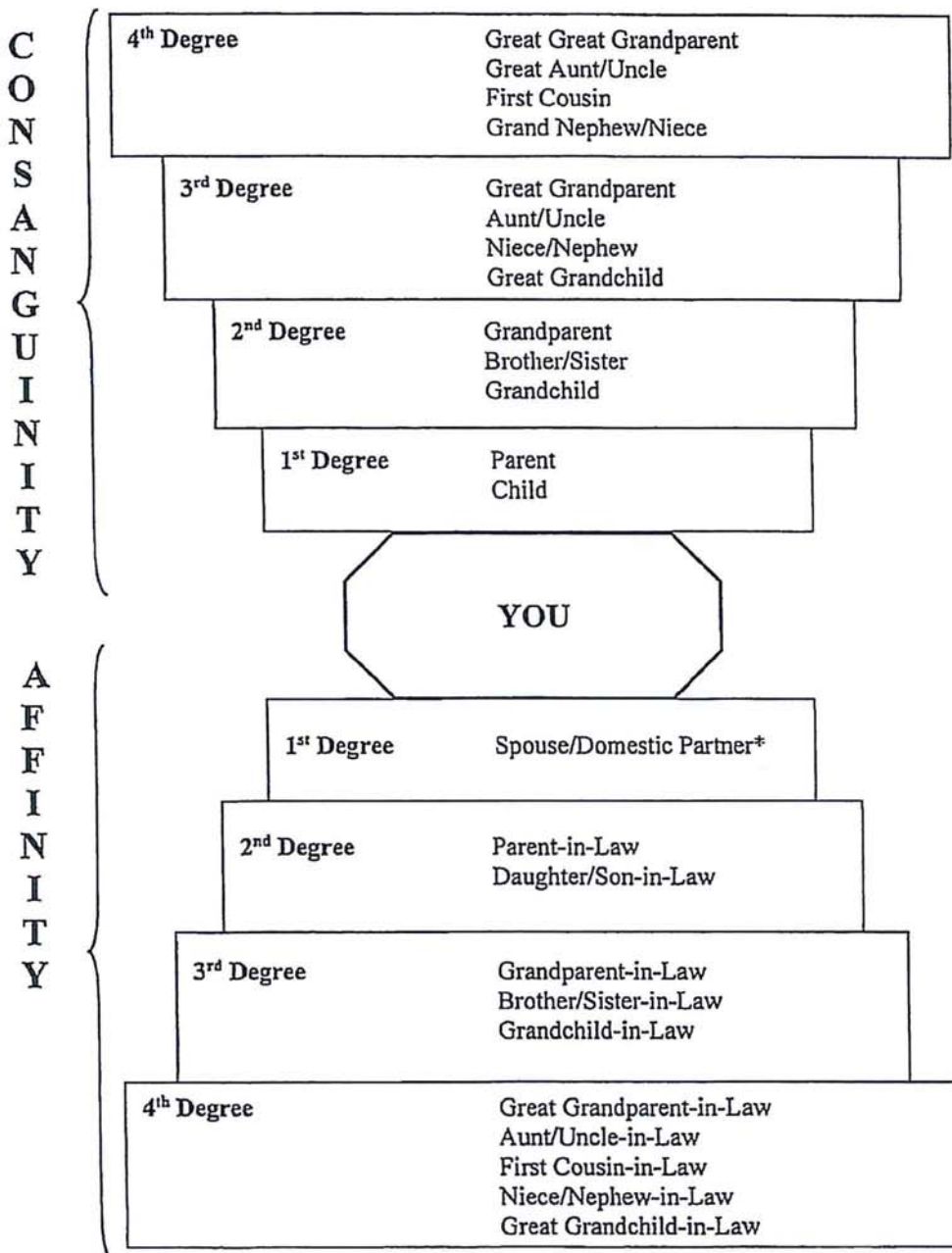
\_\_\_\_\_  
County Manager's Signature

**3 (Article 29) – Appeal to Arbitration**

Either party to the Labor Agreement may request arbitration of an unresolved grievance, in writing, within ten (10) working days of receipt of the Step 2 written response. The terms of Article 27 in the Labor Agreement will be followed with regards to the arbitration process.

# APPENDIX E

## APPENDIX E – CONSANGUINITY / AFFINITY CHART



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood  
 \* Registered Domestic Partnership with the Nevada Secretary of State