AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND THE HUMBOLDT COUNTY EMPLOYEES ASSOCIATION

2026-2027

Humboldt County, Nevada

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1. PARTIES AND THEIR AUTHORIZED AGENTS

1.1. *Parties*

This agreement is entered, _____, 2026, by and between the Humboldt County, Nevada, a political subdivision of the State of Nevada (hereinafter referred to as "County"), and the Humboldt County Employees Association (hereinafter referred to as "Association" or "HCEA"). Provisions of this Agreement that require changes in terms and conditions of employment shall be effective July 1, 2026, except where another date is identified. Changes in payroll items shall be effective at the beginning of a payroll period.

1.2. *Authorized Agents*

For the purpose of administering the terms and provisions of this agreement, the following agents have been designated:

County's principal authorized agent shall be:
County Manager
HUMBOLDT COUNTY
County Courthouse, Room 205
Winnemucca, NV 89445

Association's principal authorized agent shall be:
President
HUMBOLDT COUNTY EMPLOYEES' ASSOCIATION
50 West 5th Street
Winnemucca, NV 89445

2. ASSOCIATION RECOGNITION AND DUES DEDUCTION

2.1. *Exclusive Representation*

The Employer recognizes the Association as the sole collective bargaining agent for all full-time employees and regular part-time employees of the County within job classifications covered by this Agreement who are presently employed and subsequently hired by the Employer at its location in Nevada

2.2. *Bargaining Unit Defined*

The classifications included in the bargaining unit are listed in the attached Appendix "A" and, by reference, incorporated herein and made a part of this Agreement unless designated confidential under NRS 288.170.

2.3. *Dues Deduction*

The parties agree that for good consideration, the County will provide payroll deduction to the Association on the following terms:

2.3.1. *Authorization*

The County shall deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on a biweekly basis, provided, however, no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any

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Association restrictions on the employee's right to terminate his/her dues deduction authorization. No stated restriction shall require the employee to remain a member beyond the end of the calendar month of the employee's action to terminate such status.

2.3.2. *Amount of Dues*

The Association shall certify to the County in writing the current rate of membership dues. The Association will notify the County of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

2.3.3. *Indemnification*

The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and all other forms of liability or costs which shall arise out of or by reason of action taken or not taken by the County at the request of the Association under the provisions of this Article or through the proper execution of this Article.

2.4. *Stewards*

The Association may select up to four (4) stewards from among members of the Association. The function of the stewards shall be to report to their Association President grievances or alleged infractions of the Agreement and represent employees who request representation. The Association shall notify the County in writing of the employees selected to serve as stewards.

2.4.1. *Association Representatives Role*

Authorized Association representatives shall be granted reasonable access at reasonable times to those areas of County premises where employees represented by the Association are employed when such visits are necessary for the administration of this Agreement. If the Association business is of a nature which requires that it be conducted during the representative's work time, the representative shall notify his/her supervisor before leaving his/her work assignment of the estimated length of time which will be required and provide a statement that the nature of the business requires immediate attention. It is agreed that such representatives will conduct their business as expeditiously as possible and in a manner that will minimize interference with the County's business. Before an Association representative enters the work area, the representative shall notify the supervisor responsible for the area and receive permission to enter. Such permission shall not be unreasonably denied. The Association representative who may be authorized entry shall be the stewards and the business representative, as certified in written form by the Association to the County.

2.5. *Bulletin Board*

The Association may add its own Bulletin Boards (3'x3') at the following locations for communications with their members: Road Department, Library, Convention Center, in addition to the one already hanging in the Courthouse. No postings shall be political, defamatory or negative toward any County official or employee.

2.6. *Meetings*

The Association, upon proper notification to and approval from the County Manager, will be allowed to hold Association meetings on County property to conduct Association business.

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2.7. *Unit Membership*

County agrees to provide the HCEA with a list of unit employees in July and a list of changes every three (3) months thereafter during the contract period. The list shall include Employee Name, Department and Job Classification.

3. NON-DISCRIMINATION

3.1. *Non-Discrimination*

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

3.2. *Appeal of Alleged Violations*

Alleged violations of these provisions shall not be appealable to any outside third party using the grievance procedure of this Agreement. Any appeal beyond the County Manager's level shall be to the body empowered by Federal or State statute for the purpose of resolving such disputes.

4. EMPLOYER RIGHTS

Employer retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Employer and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to assign, repair, inspect, and retrieve Employer property and space; to create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; upon reasonable suspicion of impaired ability on the job, to require employee physical examinations and tests endorsed by a physician and paid for by the Employer; to hire, transfer, promote, and maintain the discipline and efficiency of its employees (but excluding the right to assign or transfer as a form of discipline); to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt new or changed rules of conduct and penalties for violation thereof after negotiating same with the Association in accordance with NRS 288.150; to determine the type and scope of work to be performed by employees and the services to be provided; to take action deemed necessary to provide for the safety of employees and clients; to classify positions; to establish initial salaries of new classifications after notification to the Association; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

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5. PROCEDURE FOR FILLING VACANCIES

5.1. *Posting*

The County shall post all County employment vacancies for a period of not fewer than five (5) working days in order to afford interested employees the opportunity of applying for a lateral transfer or promotion, as appropriate. Such postings shall list the desired classification for the position involved, the geographic location of the initial assignment and the working hours if different from the normal work week.

5.2. *Association Copy*

The County shall provide the Association with a copy of job vacancy announcements.

5.3. *Applications*

Employees interested in being considered for the position shall submit an application to the department head responsible for filling the vacancy.

5.4. *Consideration*

All employee applicants for positions shall be considered in determining the best-qualified candidate. Factors to be considered in making the selection will include:

- Performance on written, oral and practical examinations
- County Service
- Appropriate education and knowledge
- Relevant training
- Past performance
- Work habits including attendance and punctuality
- Other job-related factors

6. PROBATIONARY PERIOD

6.1. *Probationary Status*

All unit employees shall serve a probationary period of one full year from actual date of hire, during which time they may be released without notice, reason or right of appeal. The length of initial probation period shall be equivalent to one year of full-time service.

6.2. *Review During Probationary Period*

The performance of an employee serving a twelve-month probationary period shall normally be reviewed no later than five (5) months after initial hire and eleven (11) months after hire. The 11th month probationary period review will also serve as the employee's annual review. During the final month of the probationary period, the employee's department head shall make a written recommendation for retention

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of the employee beyond the probationary period. If no such recommendation is received by the appointing authority prior to the end of the employee's probationary period, the employee shall be released from County service.

6.3. *Probationary Period Upon Promotion or Transfer*

All employees promoted to a position of higher responsibility or transferred to another position shall serve a probationary period of at least six (6) months in the new position, but the department head may extend the probationary period up to twelve (12) months. During the probationary period, the employee shall normally be reviewed no later than five (5) months after promotion or transfer and, if the probationary period is extended to twelve (12) months, at eleven (11) months after promotion or transfer. Regular employees who have transferred or promoted to another County position who fail to successfully complete their probationary period will be placed in lay-off status and may exercise recall rights under the Layoff Article 23 of this Agreement.

6.4. *Voluntary Request to Return from Promotion*

An employee who has accepted a promotion and then, within 30 working days of appointment to the new position, requests to return to his/her old position, shall be returned to the position formerly held at the first opportunity when the position is vacant and to be filled, provided such vacancy occurs within one year of the employee's request to return to his/her former position.

7. WAGES AND MONETARY BENEFITS

7.1. *Wages.*

Wages for unit positions shall be as shown in Appendix B.

7.1.1. *Fiscal Year 2026 and Fiscal Year 2027*

Effective the pay period containing July 1, 2026, the County agrees to increase the amounts listed in this unit's salary schedule by a 3.0 % Cost of Living Adjustment (COLA). This provision sunsets with the termination of this contract.

7.1.2. *Merit Advancement and Cost of Living Adjustment Consideration*.

All percentages are approximate and will be conformed to an hourly wage schedule.

7.1.3. *Merit Pay*

Merit pay will be at the 2.5% step range.

7.2. *Public Employees Retirement System*

7.2.1. *Employee Participation*

All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.

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7.2.2. *County Contribution*

The County agrees to contribute for each employee covered by this agreement the NRS mandated rate to PERS for the term of this Agreement.

7.2.3. *Nevada Legislature Mandated Increases*

Increases in the PERS contribution rate which are mandated by the Nevada Legislature shall be paid for by the party or parties designated in such action. If the Nevada Legislature is silent with respect to who is responsible to pay contribution increases, subsection 7.2.4. shall apply.

7.2.4. *Nevada Legislature Undesignated Contribution Increases*

If the Nevada Legislature does not designate whether the employee or the County is to pay for the increase in contributions to PERS, the County shall pay the increased contribution. Payment of the employee's portion of the contribution increase shall be made by an equivalent reduction in pay or, if such an increase coincides with a scheduled increase, by reducing the equivalent of a scheduled basic salary increase or cost of living increase, or both. Should an increase be more than a total of one and one-half percent (1.5%), the parties agree to meet and confer regarding the impact of the increase upon the wage adjustments provided in this agreement.

7.2.5. *Nevada Legislature Undesignated Decreased Contribution Rates*

If the Nevada Legislature does not designate the distribution of decreased rates, if any, decreases in the contribution rate shall be equally shared and shall be credited by increasing the pay schedule by the amount equal to ½ the prescribed reduction.

7.3. *Longevity*

7.3.1. *Longevity Steps.*

Each person who has served in step ten (10) of his/her assigned range for at least one (1) year shall be eligible to receive a one (1) percent step increase through Range L10 of the attached wage chart for standard or above performance on each successive anniversary date.

7.3.2. *Longevity Bonus.*

Employees covered by this agreement are eligible for longevity bonuses as follows:

A. *20 Years*. On the first pay period after completing 20 years of continuous County service, employees shall be paid a $1,000.00 one-time payment in recognition of that service.
B. *25 Years*. On the first pay period after completing 25 years of continuous County service, employees shall be paid a $1,500.00 one-time payment in recognition of that service.
C. 30 Years. On the first pay period after completing 30 years of continuous County service, employees shall be paid a $2,000.00 one-time payment in recognition of that service.

7.4. *Pay Days*

The County will continue the current bi-weekly pay period system. Payroll periods end at midnight every other Sunday. Paydays will be the Friday following the end of the payroll period. Should a payday fall on a holiday, paydays will be the day preceding the holiday.

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7.5. *Annual Merit Review*

7.5.1. *Merit Steps*

Employees who achieve "meets standard" in their overall annual performance ratings will be eligible for advancement to the next higher step of the range or longevity steps.

7.5.2. *Eligibility*

Each employee is eligible for an annual merit salary step after the completion of twenty-six (26) complete payroll periods of employment if the employee has demonstrated standard or above standard job performance as contemplated in 7.4.1 and as determined by the employee's supervisor and department head or his/her designee. The merit increase shall be granted upon completion of an approved performance appraisal form by the supervisor recommending approval by the County Manager and receipt of that approval. When approved, the increase shall be effective on the first of the pay period following the employee's anniversary date of current position. If performance appraisals are completed post appraisal date recommending approval, the merit increase will be retroactive to first pay period following the employee's anniversary date at current position. If the performance appraisal is not completed within 60 days after an employee's anniversary date, regardless of standard, the employee will receive the merit increase retroactive to the first pay period following the employee's anniversary date, unless performance could not be reasonably measured for more than half of the evaluation period. Performance appraisals will ordinarily be completed within thirty (30) days prior to the completion of twenty-six (26) payroll periods. The content of a performance appraisal and any decisions based upon such content may be appealed only through the grievance procedure to the County Manager level. The decision of the County Manager shall be final and binding.

7.5.3. *Merit Review Date*

If an employee accepts a position in the same or different classification, or is promoted or demoted to a new position that results in a salary increase or decrease of five percent (5%) or more, then a new anniversary date for current position will be established.

7.6. *Date of Hire*

The term "date of hire" is defined as the actual date an employee first renders paid service in a regular position. The salary anniversary date is adjusted for leaves of absences without pay in excess of thirty (30) days and for breaks in regular County service.

7.7. *Call Back*

Any unscheduled work required of an employee for which an employee is unexpectedly required by his/her department head or department head's designee to return to his or her place of employment shall be at least two (2) hours in duration at the earned rate of pay for the purpose of compensation.

7.7.1. *Reporting for Call Back*

Employees required to report for work within one (1) hour before their regular reporting time shall be compensated in accordance with the Overtime Compensation Article of this Agreement.

7.7.2. *Premium Pay*

Premium Pay for any additional hours worked during any call back shall be paid in accordance with the eligibility provisions of the Overtime Compensation, Article 15, of this Agreement.

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7.8. *Standby*

Standby duty shall be assigned in writing and shall be compensated at the rate of $4.00 per hour served in accordance with this section.

1. An employee shall not receive standby pay for hours worked or for hours reimbursed by a callback minimum.
2. Situations which allow employees to remove themselves from standby duty by passing it onto another employee shall not be considered standby.
3. Standby duty is defined as that circumstance which requires the assigned employee to:
    A. Be ready to respond within 20 minutes to calls for service, and be on site, if necessary, within an hour of notification.
    B. Be readily available at all hours by telephone, or other communication devices, and
    C. Refrain from activities which might impair the employee's ability to perform assigned duties upon call.

7.9. *Education Incentive*

The County will reimburse each employee for the cost of registration and books for job-related class work which is part of the requirement for completion of a major for an Associate's, Bachelor's, Master's or Doctorate college degree which is directly related to the employee's current County employment or if not in pursuit of a degree, classes directly related to the employee's current County employment, provided all of the following conditions are met:

7.9.1. *Request for Participation in Education Incentive Program*

The employee must request and receive approval for reimbursement prior to beginning the class or degree program. Requests shall be submitted to the County Manager and shall be considered for approval subject to the conditions of this section. As part of the request, employees must provide evidence of enrollment in a class or program to the County Manager.

7.9.2. *Education Incentive Program Funding and Employee Expectations*

A. Class work will be completed on the employee's own time.
B. The total reimbursement paid by the County to all employees for education under this section in any fiscal year shall not exceed $45,000, nor shall any employee be reimbursed more than $4,500 in any fiscal year. Classes will be approved for reimbursement on a first come first paid basis, based on the date of initial application for approval, until funds are exhausted.
C. Reimbursement shall be for actual cost of tuition and registration for a class in an amount not to exceed $700 per class. Employees shall present evidence of completion of the course with a grade of "C" or better, overall grade point average (GPA) of 3.0, and evidence that verifies that credits received by the completed course will go towards satisfying approved degree requirements.
D. Non-graded classes are not eligible for book reimbursement.

7.9.3. *English, Spanish, or Sign Language Course Incentive*

An employee who completes two (2) successive college level English, Spanish, or Sign language courses may be reimbursed for the registration, tuition and book costs directly related to the courses upon completion of the second (intermediate level) course, provided that each of the conditions listed above are met.

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7.9.4. *Repayment Upon Separation*

Members that terminate from County employment, voluntarily or involuntary, will reimburse the County for the educational reimbursements paid to them under this program from the date of last reimbursement received by the member in accordance with the following;

1. 100% repayment to the County if a member terminates within 1 year, and
2. 50% repayment to the County if a member terminates within 2 years.

Members will not be required to reimburse the County after 3 years. Members participating in the program who accept positions within the County not represented by the association will continue to adhere to this article. The purpose of repayment is to protect the County's investment and eliminate fraud.

7.9.4.1. Exceptions to Repayment of Educational Incentive Reimbursements Upon Termination

Repayment will not be required if the termination of a member's employment is due to death, long-term disability, layoff, or involuntary termination for any reason other than cause for members not serving an initial probationary period at the time of the involuntary termination.

7.10. *Entry-Level Driver Training*

The County will pay for Entry-Level Driver Training (ELDT) for members required to obtain a Class A or Class B Commercial Driver's License (CDL) for the first time; Upgrade an existing Class B CDL to a Class A CDL; or obtain a school bus (S), passenger (P), or hazardous materials (H) endorsement for the first time to satisfy the requirements of their position.

7.10.1. *Entry-Level Driver Training Repayment and Exceptions to Repayment*

Members who attend ELDT that has been paid for by the County and terminate from County employment, voluntarily or involuntarily, will reimburse the County for the cost of ELDT as follows:

1. 100% repayment for cost of training paid by the County if a member terminates within one (1) year of the completion date of the training.
2. 50% repayment for cost of training paid by the County if a member terminates within two (2) years of the completion date of the training.

Repayment of ELDT will not be required if the termination of their employment is due to death, long-term disability or layoff.

7.11. *Shift Differential*

Shift differential pay shall be paid to Sheriff's Office Dispatchers and Central Control Employees beginning with the pay period containing July 1, 2018 at the rate of $2.00 for all hours worked between 6:00 p.m. and 6:00 a.m. on a regularly scheduled shift in which at least four hours of the shift worked fall between those hours.

7.12. *Dispatcher and Central Control Training Pay*

Employees below the rank of Dispatch and Central Control Supervisor are eligible to receive training pay when all of the following conditions are met:

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A. The employee assigned a training dispatcher or central control operator must be certified by the Sheriff to have met standards for training dispatcher and central control operator formally established by the Sheriff; and
B. The Sheriff has formally established standards which the employee receiving training must meet during the training period; and
C. The employee has been assigned by the Sheriff or his/her designee to serve as a training dispatcher or central control operator for a particular employee and is actually performing training duties.

7.12.1. *Training Dispatcher and Central Control Operator Pay Amount*

Those employees assigned in writing by the Sheriff as training dispatchers or central control operator who are eligible for training pay will be paid an additional two dollars ($2.00) per hour for each eligible hour.

7.12.1.1. *Section Interpretation*

This section shall not be interpreted to restrict the Sheriff's authority to make any training assignment for which compensation is not required by this section.

7.13. *Working Above Classification*

When an employee is ordered in writing to fill a higher classification outside the employee's assigned series because of the absence or incapacitation of the incumbent of the higher classified position, the employee shall be entitled to an increase of five percent (5%) in salary for the time performing under such order under the following conditions:

1. When an employee accumulates over fifteen (15) work days in an authorized acting capacity within the same fiscal year, in which case the increase in salary shall take effect on the first day of the payroll period in which the sixteenth (16th) day of such assignment occurs.
2. Such above classification assignment must have the prior approval of the Department and the County Manager.

7.14. *Requests for Consideration of Reclassification*

Each year during November, the County will accept written requests for reclassification from a unit employee who believes s/he is inappropriately classified with regard to the duties he/she is normally required to perform. Such request shall include a description of the normal duties being performed by that employee that are significantly different from those of the employee's current classification and at a higher level in the case of an request to be reclassified to a higher class. An individual employee may only make such a request once every three years.

7.14.1. *Request for Consideration of Reclassification Steps*

1. Requests for Reclassification shall be forwarded to the County Manager's office with a copy to the Department Head.
2. The County Manager shall review the request and consider the budgetary implications of the requested change and discuss the merits of the requested action with the employee's Department Head. Should the Administrator and the Department Head be convinced that the request merits further review, the Administrator will arrange for an appropriate audit of that and any other affected positions. The employee must be notified of any action to be taken by the employer,

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including the job audit, within a reasonable period of time, not to exceed one hundred twenty (120) days of the employee's request. If the audit recommends a change in classification and such recommendation is approved by the Commission, such reclass shall be effective no later than the beginning of the following budget year.

3. Should the request be denied at any stage, the employee shall be eligible to submit another reclassification request after two years from date of submission. No other recourse shall be available to the employee or the Association.

8. HEALTH AND WELFARE BENEFITS

8.1. *County Contribution to Cost of Health and Accident Insurance*

The County will contribute up to a maximum of $1,300.00 per month toward health plans for eligible employees and dependents and $2,000.00 per month toward health plans for eligible employees and family. This provision sunsets with the termination of this contract with the understanding that another health plan will be negotiated. Both parties will meet and negotiate ~~a~~ny health plan changes.

8.1.1. *Benefits Eligible for County Contribution*

The County's contribution will be the cost of the employee's premium up to the maximum contribution amounts set out herein. The County contribution must be used, at the employee's option, to cover costs associated with health care, dental, vision, and basic life insurance. The total maximum contribution may only be applied to health care, vision, life, and/or dental benefits subject to health care, vision, life, and dental plans available to employees. The total maximum contribution may also be applied to County sanctioned supplemental insurance providers, unless otherwise prohibited by IRS rules and regulations.

8.1.2. *County Contribution towards High Deductible Health Plan with an Associated Health Savings Account*

For employees that choose to participate in a high deductible health care plan with an associated Health Care Savings Account; as offered by the County, the County will contribute the difference between the cost of an employee premium under the County's standard health care plan and the premium for the employee's high deductible plan to the employee's Health Care Savings Account. Contributions of the difference between the two plans will be made by the County on a monthly basis.

8.1.3. *Amounts beyond the County's Contribution*

The employee shall pay any amount beyond the County's contribution.

8.1.4. *County Contribution to membership in Care Flight's Flight Plan*

The County will pay the per household annual membership rate. If more than one employee lives in the same household only 1 membership will be paid.

8.2. *Eligibility for Health Insurance Programs*

Employees shall be eligible for contribution toward health insurance premiums beginning with the first day of the month following completion of thirty (30) days of employment. For insurance purposes all persons working for the County are required under the County's policy to be regularly employed in order for the employee to be insured. Eligibility for County health insurance benefits is only provided to unit

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employees that are regularly employed by the County thirty (30) hours or more per week and who have made application and have been issued a Certificate of Insurance.

8.3. *Insurance Benefits Review Committee.*

A. The parties agree to continue the Insurance Benefits Review Committee, which will meet annually to consider alternatives to the current coverage and insurance providers offered by the County. The Committee shall include representatives of all County employees and of County management. The Association shall be entitled to up to four representatives on the Committee. The options to be considered by the committee shall be limited to changes which are within the per employee payments for health insurance provided by the County in this agreement and the "125" plan.
B. The Committee will review each of the types and levels of coverage currently paid for by the County including medical/hospitalization, vision and dental insurance.
C. The Committee will recommend by consensus what available insurance will be purchased within the available negotiated monthly contribution made by the County. The Committee may recommend continuation or change in any coverage or provider except those to which the County is committed by contract. The Committee will determine the extent to which the money available will be used to purchase additional insurance for employees only or to contribute to the cost of dependent health coverage. Amounts recommended for contribution toward the cost of dependent coverage may include money, which would not otherwise be spent during the fiscal year because some employees are not eligible for dependent coverage.

8.4. *Detention Facility Benefits*

County will pay for needed hepatitis inoculations and tuberculosis tests for all employees working in the Detention Center facility.

8.5. *Dependent Coverage*

An eligible employee may include his/her dependents under the County's group health insurance by arranging for the appropriate payroll deduction to provide coverage. The County will contribute any portion of the monthly contribution not required for employee coverage toward the cost of dependent health insurance coverage. The County will also provide a "125 Plan" through which employees may pay dependent insurance premiums not covered by County contributions.

8.6. *Workers' Compensation Insurance*

All employees are automatically covered by approved Worker's Compensation insurance for on-the-job accidents and occupational diseases. Requirements of applicable laws governing Workers' Compensation benefits shall be followed. See Article 11 for details.

8.7. *Unemployment Compensation.*

Public employees are covered by Nevada Unemployment Insurance Program.

8.8. *Retirement*

All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286. Any increases or decreases in the contribution rate required pursuant to NRS 286 shall be divided equally between employee and County or as otherwise required.

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8.9. *Commercial Drivers Licenses Physical Examinations*

Employees who are required by their employment to maintain a commercial driver's license, shall have the required physical examination performed by a physician designated and paid for by the County.

9. ANNUAL LEAVE

9.1. *Accrual*

All unit employees who are employed on a continuous full-time basis shall accrue annual leave credits on the basis on the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn annual leave on a prorated basis based on the number of hours worked in the pay period.

9.2. *Schedule of Accrual of Annual Leave*

Years of Continuous Service	*Hours Earned Per Hours Paid*	*Max. Hours Per Year*	*Max. Hours Carryover*
1st thru 2nd	.0385	80	192
3rd thru 5th	.0462	96	240
6th thru 10th	.0577	120	240
11th thru 15th	.0769	160	240
16th thru 20th	.0846	176	240
21st thru 24th	.0923	192	240
25th and more	.0962	200	240

Only regular hours paid shall effect annual leave accrual. Carryover of annual leave shall be judged as of the end of the pay period that includes December 31st of each year. New accrual rate will take affect the start of the pay period following the anniversary date.

9.3. *Accrual During Probation*

Each employee shall accrue annual leave during his/her probationary period, but shall not be allowed to use annual leave until the employee has been employed continuously for at least six (6) months.

9.4. *Accrual of Leave While on Leave*

Annual leave will continue to be credited to all persons while regularly employed by the County when an employee is on annual leave. However, accrual of annual leave will cease upon termination or when an employee is placed on leave without pay.

9.5. *Approval for Use of Annual Leave*

All annual leave will be taken at a time as approved by the employee's department head. Annual leave requests will be submitted by seniority for each calendar year and must be in by January 31st of that year. Rescheduling of prescheduled leave shall be approved by the Department Head when the new schedule can be accommodated without undue disruption of department services subject to 9.5.1 below.

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9.5.1. *Annual Leave Conflicts.*

Conflicts between annual leave requests submitted in accordance with this section shall be resolved by the department head, approving those leaves that were submitted first in chronological order.

9.6. *Carry-over of Annual Leave to Following Year*

All annual leave not taken in excess of the applicable maximum carryover hours will be forfeited at the end of the pay period which includes December 31st of each year. A ninety (90) day extension may be granted by the County Manager solely for reasons of County convenience and if no violation of NRS 245.210 are foreseeable. Any request for an extension must be submitted and approved prior to December 31. Should any employee be prevented by the County from using the leave for which the extension was granted, the County would pay off such leave.

9.7. *Payment on Separation*

Employees who have completed at least six (6) months of continuous service and leave the County service shall be paid for accrued, but unused annual leave.

9.8. *Payment on Death*

If an employee dies who was entitled to accumulated annual leave under the provisions of this Article, the heirs of such deceased employee shall be paid an amount of money equal to the number of unused hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.

9.9. *Part-time employees*

A regular part-time employee is defined as an employee working on a regular schedule less than forty (40) hours per week. Regular part-time employees accumulate or earn length of service credit for annual leave purposes based on actual number of years of continuous and uninterrupted service, whether such service is entirely part-time or mixed part-time and full-time during any year or portion of a year. For purposes of this section, a regular part-time employee beginning service on May 1 of a year is considered to have one (1) year of service beginning May 1 of the next succeeding year, two (2) years of service beginning May 1 of the next succeeding year, etc., even though the employee only works on a part-time basis and accrues the benefits on a pro-rated basis.

9.10. *Interrupted Service*

Any individual with five (5) consecutive years of employment with the County who terminates and then is re-employed by the County within one (1) year from date of termination shall receive credit for prior years service in determining the appropriate category for annual leave benefits. Notwithstanding the foregoing, such an individual is subject to the probationary status requirements.

10. SICK LEAVE

10.1. *Entitlement*

All unit employees who are employed on a continuous full-time basis shall be credited with sick leave according to the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn sick leave credits on a prorated basis, based on hours worked in the pay period. Employees working fewer than twenty (20) hours per week will not accrue sick leave credits.

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10.2. *Sick Leave Accrual*

Effective the pay period covering July 1, 2024, eligible employees shall accrue sick leave at the rate of .05 hours for each hour worked up to a maximum accrual of 104 hours per year. Only regular hours worked shall affect sick leave accrual. Maximum accrual shall not exceed 980 hours. Employees with more than 980 hours accrued shall not accrue sick leave until their balance drops below 980 hours.

10.3. *Use of Sick Leave*

Sick leave is for use in situations in which the employee must be absent from work due to:

a. His/her own physical illness or injury.
b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements.
c. The need to provide medical care for an ill or injured child, spouse/domestic partner, or parent. Medical care includes accompanying a child, spouse/domestic partner, or parent to medical appointments.
d. Medical or dental appointments for the employee; provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday.
e. Any disability.

10.3.1 Members will adhere to the County's Family and Medical Leave Act (FMLA) policies.

10.4. *Evidence of Authorized Usage*

The department head or his/her designee shall approve sick leave only after having ascertained that the absence was for an authorized reason, and the employee may be required to provide substantiating evidence at any time. Malingering or proven abuse of sick leave privileges shall be grounds for termination from County employment. A doctor's certificate of illness may be required at any time but must be presented to the department head or his/her designee for any absence over three (3) consecutive working days when reason exists to suspect that abuse has occurred or when there is need to verify fitness to return to work.

10.5. *Sick Leave Payoff*

Employees with accrued, unused sick leave may, at the time of separation, select one (1) of the following options for reimbursement:

A. Cash payment upon separation of service:

Any employee who resigns in good standing after providing the County with proper notice or is laid off shall be entitled to payment, not exceeding the total sum of Three Thousand Dollars ($3,000.00), for unused sick leave according to the schedule set forth below. If a sick leave payoff is received as a result of layoff, and the employee is later reinstated, only that sick leave not converted to retirement service credit or paid off at the time of the layoff will be reinstated and the amount of the payoff and the maximum payoff at any future separation from the County will be reduced by the amount paid at the time of layoff.

Years of Employment with the County	*Percent of Accrued Unused Sick Leave for Payment*
0-4	20%

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5-10	35%
11- 20	50%
20 or more	60%

B. Conversion to Retirement credit upon separation:

In lieu of (A) above, an employee, with ten (10) or more years of continuous and uninterrupted service with the County and who is eligible to purchase retirement service credit under the Public Employees Retirement System (PERS) may, at his or her option, convert unused sick leave into service credit under PERS; subject to the following conditions and limitations as set out within Article 10.5.1 below:

10.5.1. *Conversion to Retirement credit prior to retirement*

An employee who is eligible to purchase retirement service credit under the Public Employees Retirement System (PERS) may convert accrued, unused sick leave into retirement credit prior to retirement under the following conditions only:

1. An employee must maintain a sick leave hour balance of at least 480 hours of accrued unused sick leave to be eligible to convert to PERS credit.
2. An employee can only convert hours in excess of 480 (in increments of 8 hours), and conversion is limited to a maximum annual limit of 280 hours.
3. PERS will convert dollars into service credit. **Note**: *1 hour of sick leave may not equal 1 hour of service credit*.
4. Purchase of service credit under this provision must comply with PERS policies and procedures.
5. To convert sick leave under this provision, employees must submit a written request to the County Manager within the thirty (30) day window for conversion requests. The conversion request window will open on November 1st and close on December 1st. For requests for conversion to be eligible for conversion, all written requests must be received by the County Manager on or before December 1st, requests received after December 1st will not be considered timely and eligible for conversion under this provision.
6. Only sick leave actually accrued by an employee on or before December 1st will be subject to conversion under this provision.
7. If the employee meets all the conditions set forth in this section, then the County will deduct the amount of sick leave designated on the employee's written request which is eligible for conversion from the employees account and proceed to purchase retirement service credit from PERS.
8. Employees may convert up to a maximum of 980 hours of accrued sick leave during the complete term of their employment with the County.
9. Employees may only convert sick leave to service credit 5 times prior to retirement.
10. Timely and eligible requests for conversion will be processed by the County in accordance with PERS policies and procedures.
11. Employee meets PERS service credit purchase eligibility requirements as defined by PERS and NRS 286.510.
12. If enrolled on or after July 1, 2015, purchase of service credit can only be made if the employee has a qualified family medical emergency and has received approval for disability retirement by the Public Employees Retirement Board.

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10.6. *Accrual of Leave While on Leave*

Sick leave will continue to be credited to all persons while regularly employed by the County regardless of whether an employee is on sick or annual leave. However, accrual of sick leave will cease upon termination or when an employee is placed on leave without pay.

10.7. *Accrual During Probation*

Each employee shall accrue sick leave during his/her probationary period but shall not be allowed to use sick leave until the employee has been employed continuously for at least three (3) months.

10.8. *Leave Sharing*

An employee who has more than 80 hours of accrued sick leave may donate sick leave to an employee or employees on sick leave pursuant to the following restrictions and donation chart:

A. The employee receiving sick leave must be eligible, qualify, and be in compliance with the Family Medical Leave Act (FMLA) policy and have the required documentation on file with Human Resources to receive a leave donation.
B. The employee receiving sick leave must have exhausted all available paid leave including all sick leave, annual leave and compensatory leave.
C. The employee receiving the sick leave may not be on leave for an on-the-job injury covered by Workers' Compensation Insurance.
D. The employee donating sick leave hours must do so in writing and in blocks of eight (8) hours and shall not exceed 120 hours in any calendar year to one recipient. The leave sharing request shall be submitted on a form provided by the County. A separate request must be submitted by the employee donating sick leave hours for each pay period to determine the number of hours needed by the recipient for that pay period.
E. The donated sick leave is irrevocable to the employee that donated the leave. If the donated hours exceed the hours needed for the purpose donated, it shall be donated to the catastrophic leave bank.
F. If a donation is made by an employee at a different pay rate than the receiving employee, pursuant to NRS 245.210.4, the donated time shall be converted into money at the hourly rate of the donor, and the money shall then be converted into sick leave at the hourly rate of salary of the recipient.
G. The supervisor of the recipient may initial on the request form but the final decision as to whether any leave sharing will be allowed will rest with the County Manager and Human Resources Director who will review prior leave usage by the employee requesting leave, policy compliance, and other matters as may be pertinent.

10.9 *Catastrophic Leave Bank*

1. Retiring employees may donate unpaid sick leave hours to the catastrophic sick leave bank provided the donation does not cause the bank to exceed 1000 hours.

2. Catastrophic leave will be available for catastrophic purposes as determined by the County Manager and Human Resources Director. To be considered, an employee must be eligible, qualify and be compliant with the Family Medical Leave Act (FMLA) policy including having the required documentation on file with Human Resources, submit a Catastrophic Leave Bank request on a form provided by the County and meet the following definition:

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"Catastrophic" means: (1) The employee is unable to perform the duties of his/her position because of a serious illness or accident which is life threatening, or which will require a lengthy convalescence; (2) There is a serious illness or accident which is life threatening, or which will require a lengthy convalescence in the employee's immediate family.

11. INJURY ON DUTY LEAVE

11.1. *Injury on Duty*

Any unit employee who suffers an injury while working during the course of his/her employment for the County shall be entitled to injury leave until said employee is able to return to work or is terminated in any manner and subject to any limitations imposed by this Article or State Law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial members. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the employer shall be deemed not to have arisen out of or in the course of employment unless the employee received remuneration for participating in such event. For purposes of this Article, coronary thrombosis, coronary occlusion, or any other ailment or disorder of the heart, and any death or disability ensuing there from, shall not be deemed to be an injury by accident sustained arising out of and in the course of the employment.

11.2. *Coordination of Benefits*

When an employee is eligible at the same time for benefits under Chapter 616 or 617 of the Nevada Revised Statutes and for sick leave or injury leave benefit, the amount of sick leave or injury leave benefit paid to said employee shall not exceed the differences between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under Chapter 616 or 617 of the Nevada Revised Statutes for that pay period. Any usage of such sick leave shall be deducted from the employee's sick leave balance.

12. OTHER LEAVES

12.1. *Bereavement Leave*

A regular, full-time or part-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of five (5) days or forty (40) hours of bereavement leave per each occurrence. Bereavement leave longer than five (5) days or forty (40) hours, may be charged to accumulated annual leave, up to a maximum of two (2) additional days or sixteen (16) additional hours, with the advance approval of the Department Head. Employees who are not regular full-time or part-time employees may take up to five (5) days or forty (40) hours of bereavement absence without pay. Supervisors or managers may require evidence of attendance at the funeral. (Appendix B is a chart, which defines the degree of consanguinity and affinity.)

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12.2. *Interruption of Service*

Leave benefits which may be lost by an employee due to termination or interruption of County employment may be restored (repurchased) upon request by the department head and authorization by the County Commissioners.

12.3. *Military Leave Under Federal Law*

12.3.1. *Policy*

Employees who are members of the uniformed services are entitled to military leave and to re-employment rights as provided in 38 USC, sections 2021-2024, and 4302 et.seq. and the relevant sections of the Nevada Revised Statutes. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or national emergency. The Army National Guard and Air National Guard are also covered.

12.3.2. *Notice and Notification*

a. Humboldt County must provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where Humboldt County customarily places notices for employees.
b. Humboldt County may require written (orders) or verbal notice of service obligation but must waive the requirement if notice is impossible or unreasonable.

12.3.3. *Salary and Benefits*

12.3.3.1. Leave Without Pay

a. Humboldt County will treat the employee the same as any other employee on leave without pay.
b. The employee may choose to use annual leave and compensatory time, if any, before going on leave without pay.

12.3.3.2. Health Insurance

There is no impact to the employee's insurance coverage, including life insurance that is included in the health insurance package. Humboldt County and employee premium payments or obligations, if any, remain unchanged for 30 days. Employee may then continue coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either 24 months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is less (see Reemployment, Section 12.3.4. below). Humboldt County must reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods. An employee who takes up to 90 days after leaving the military before commencing his/her reemployment may stay on the military health insurance; however, it is the employee's responsibility to verify the continuation, scope, and duration of coverage.

12.3.3.3. Seniority

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An employee is entitled to the seniority (and rights and benefits governed by seniority) s/he had accrued at the commencement of military leave, plus any additional seniority rights and benefits that s/he would have attained if s/he had remained continuously employed (the "escalator principle"). However, if an introductory period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of introduction upon reemployment. Humboldt County must count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, Humboldt County must count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). Humboldt County is not required to accumulate annual or sick leave for an employee during his/her absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests and to merit pay increases.

12.3.3.4. Retirement

Time served will be counted as work time for purposes of retirement. Humboldt County must make contribution payments to the retirement plan as if the employee had not left, provided the employee returns to work. Humboldt County contribution will be based on the rate of pay the employee would have been paid had s/he not been called to military service (e.g., a grade-and-step pay system). An exception to this requirement is when the higher pay is based on additional knowledge, skill, or ability that can only be gained by work experience.

12.3.3.5. Death or Disability

If an employee does not return to work due to death or disability, the survivor or disability benefit is treated as if the employee had been working until the date of the death or disability. Humboldt County must make the retirement contribution up to the date of the death or disability.

12.3.3.6. Other Leave

Humboldt County must count time served in the military when calculating the employee's Family Medical Leave Act eligibility.

12.3.4. *Reemployment*

1. An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly reemployed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:
    a. Service of one to 30 days: The beginning of the next regularly-scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.
    b. Service of 31 to 180 days: Application for reinstatement must be submitted not later than 14 days after completion of military duty.
    c. Service of 181 or more days: Application for reinstatement must be submitted not later than 90 days after completion of military duty.
2. The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and Humboldt County must make reasonable accommodations for the impairment.
3. Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same Humboldt County. Time spent in National Guard and reservist training does not count towards the five-year period.

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12.4. *Military Leave Under Nevada Statute*

12.4.1. *Policy*

Public officers and/or employees who are active members of the United States Army Reserve, United States Naval Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, or the Nevada National Guard are entitled to leave to serve under orders including, without limitation, orders for training or deployment, as provided in NRS 281.145.

12.4.2. *Procedure*

a. Upon employee's or public officer's request, Humboldt County must relieve employee or public officer of duties with pay to serve under orders for training or deployment for a period of not more than the number of hours equivalent to 15 working days in a 12-month period.
b. Humboldt County is not required to pay the public officer's or employee's salary after 15-working days (or hours equivalent).
    1. Public officer's or employee's accrued vacation time may not be deducted during the leave. If the public officer or employee requests additional time beyond 21 working days, public officer or employee may choose to use annual leave and compensatory time, if any, before going on leave without pay. The employer will treat the public officer or employee the same as any other employee on leave without pay.
    2. The 12-month period designated by Humboldt County in number 1 above is a calendar year.

12.4.3. *Additional Paid Military Leave*

In addition to the 15 working days of compensation for leave of absence for military duty as covered under NRS 281.145, the County will also provide and additional six (6) days of paid military leave without loss of the employee's regular compensation or accrued eligible leave. The additional days of paid military leave will adhere to the same use cycle as the mandated 15 working days of compensation for leave of absence for military duty.

12.5. *Military Leave Bank*

12.5.1. *Definition*.

Leave time that full-time employees who are members of the military reserves or Nevada National Guard may choose to bank for use during active military duty in order to remain in full pay status. The source of this leave time is annual leave hours above the carryover maximum, floating holiday, or sick leave hours accrued in excess of 480 hours.

12.5.2. *Eligibility*.

A full-time employee who is a member of the organized reserve forces of any of the armed services of the United States or of the Nevada National Guard may carry forward all accrued annual leave hours in excess of 240 hours, floating holiday, or any sick leave hours accrued in excess of 480 hours to be retained as Military Bank leave. When the yearly carry-over adjustments to annual leave are made at the end of the pay period which includes December 31st of each year, the amount of leave in excess of the allowable carry-over amount shall be added to the eligible employee's Military Leave Bank if that employee has submitted a request to the County Manager during the conversion request window. Hours

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over the normal carryover limits retained as Military Bank leave may be used only during active military duty and only after exhausting other available paid military leave. Military Bank leave may not be paid out or credited in any other form to the employee. It is either used during active military duty or it lapses upon termination or retirement.

12.5.3. *Payment on Death*.

If an employee dies during active military duty, the employee's heirs of such deceased employee shall be paid an amount of money equal to the number of unused Military Bank leave hours donated to the employee's personal Military Leave Bank, multiplied by the hourly rate of such deceased employee.

12.5.4. *Conversion Request Window*.

To convert qualifying leave hours under this provision, employees must submit a written request to the County Manager within the ninety (90) day window for conversion requests. The conversion request window will open on September 1st and close on December 1st. For requests for conversion to be eligible for conversion, all written requests must be received by the County Manager on or before December 1st, requests received after December 1st will not be considered timely and eligible for conversion under this provision.

12.5.5. *Using Military Bank Leave*.

An eligible full-time employee whose excess annual leave has been retained as Military Bank leave may apply any such banked leave at the beginning of active military duty after exhausting other available paid military leave. Employees beginning active military duty should indicate their request to use Military Bank leave, and other accrued leave, on their Military Leave Worksheet form prescribed by the County. Military Bank leave may be applied to the period of absence due to active military duty in the same way that other accrued leave is applied. Regular payroll deductions will continue. An employee on active military duty may choose to retain all or part of his or her Military Bank leave. The balance will remain available for use only during future periods of active military duty.

12.5.6. *Compensatory Leave*.

At the employee's option, all or part of compensatory leave balances held at the beginning of active military duty may be:

1. Applied to the period of absence due to military service;
2. Paid as allowed at the time of placement on leave without pay; and/or
3. Retained until reinstatement from military leave without pay. Retained compensatory leave will be available for use in accordance with the agreement.

12.5.7. *Leave Sharing*.

An employee who has more than 200 hours of annual leave accrued may donate annual leave to an employee or employees who are on military leave pursuant to the following restrictions;

1. The employee receiving the annual leave must have exhausted all of his/her available paid military leave and leave qualified for Military Bank use.

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2. The employee giving the leave must do so in writing and in blocks of eight (8) hours and shall not exceed 80 hours is any fiscal year. The sick leave being given shall be indicated on a form provided by the County.
3. The granting of annual leave must be irrevocable.
4. If a donation is made by an employee at a different pay rate than the receiving employee, pursuant to NRS 245.210.4, the donated time shall be converted into money at the hourly of the donor and the money shall then be converted into annual leave at the hourly rate of salary of the recipient.
5. The total hours donated to an employee shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts his/her paid leave.
6. Retiring and Voluntarily Separating employees may donate unpaid annual leave hours to the general military leave bank so long as the donation does not cause the bank to exceed 2000 hours.

12.6. *Leave of Absence Without Pay*

Any unit employee, upon written application to his/her department head or his/her designee, may be granted leave of absence without pay, subject to approval as stated below. Such leave will require the use of all accrued paid leave prior to granting leave without pay and shall not exceed one (1) year.

12.6.1. *Approval – Less Than 30 Days*

A leave of absence without pay that does not exceed thirty (30) days may be granted by the department head on a form provided by the County.

12.6.2. *Approval – More Than 30 Days*

A leave of absence without pay that exceeds thirty (30) days can only be granted by the County Manager on a form provided by the County.

12.7. *Family and Medical Leave Act Compliance*

Members will adhere to the County's Family and Medical Leave Act (FMLA) policies.

13. HOLIDAYS

13.1. *Holidays Enumerated*

Pursuant to NRS 236.015, the following days are declared to be legal holidays for County governmental offices:

January 1 (New Year's Day)
Martin Luther King, Jr.'s birthday
Washington's birthday
Last Monday in May (Memorial Day)
Juneteenth
July 4 (Independence Day)
First Monday in September (Labor Day)
Nevada Day
November 11 (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
Friday following the fourth Thursday in November (Family Day)
December 25 (Christmas Day)

In lieu of the County recognizing Juneteenth as a paid holiday for members, the County will add a one-time deposit of four annual leave hours to each members' annual leave bank in Fiscal Year 2022-2023.

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13.2. *Observance of Legal Holidays*

All County offices close on the above-listed legal holidays. If January 1, July 4, November 11, or December 25 falls on a Saturday, the Friday before is observed as the legal holiday. If any of such days falls on a Sunday, the Monday after is observed as the legal holiday. Holidays are recognized as eight (8) hours in length, regardless of work schedule. For employees on schedules providing 24-hour coverage, a holiday shall be recognized as the actual legal holiday, not the day observed by persons working a five-day, forty-hour work week on a Monday through Friday schedule.

13.3. *Floating Holiday*

In addition to the holidays listed above, employees who have completed one (1) full year of County employment will receive one (1) eight (8) hour floating holiday per calendar year. Such holiday must be used within the calendar year or it will be lost. An employee must schedule the use of the floating holiday with their immediate supervisor in the same manner as annual leave and receive approval prior to its usage.

13.3.1. *Payment of Floating Holiday upon Voluntary Termination of Employment*

Upon voluntary termination from County employment, a maximum of eight (8) hours of unused floating holiday time will be paid off at the employee's regular rate of pay.

13.4. *Holiday Pay*

Holiday pay shall be equal to the straight time pay normally received for the employee's regular shift assignment but shall not exceed eight (8) hours per holiday.

13.5. *Holidays Not Worked*

Eligible employees who are not required to work on a recognized holiday shall receive holiday pay for the shift they normally would have worked.

13.6. *Holidays Worked*

The employee shall be compensated two and one-half times (2 ½) times the normal rate of pay for the first eight hours worked. Those hours worked in excess of eight hours shall be paid in the normal rate of pay.

13.7. *Holiday During Annual Leave*

Should a paid holiday fall during an employee's vacation the employee will receive holiday pay rather than have such day charged against vacation pay.

13.8. *Holiday Pay for Part-Time Employees*

Regular part-time employees shall receive holiday pay on a pro-rated basis when they would be normally scheduled and available to work on the holiday in question. When a holiday falls on a part-time employee's regularly scheduled day off, the employee is not eligible for holiday pay.

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14. HOURS

14.1. *Work Hours*

Except in emergencies, the standard work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch period.

14.1.1. *Alternative Work Schedules*

The County may, at its discretion, adopt alternative work schedules for employees at any work site or for any work unit. The County will give the employees and the organization five days notice of a change to alternative work schedule. The parties specifically acknowledge that employee schedules may be changed periodically during the year. Requests for schedule changes from employees shall be considered and a response provided. It is not the intent of this language to change the general scheduling practices of the County.

14.1.2. *Starting and Ending Times*

Each employee shall be assigned regular starting and ending times, which shall not be changed without reasonable prior notice; however, Fairgrounds and Convention Center employees are assigned a variable work schedule based upon facilities usage.

14.1.3. *Time Reporting*

Employees are responsible for submitting accurate time cards or sheets accounting for time worked and leaves used. Should it be necessary to change an employee's time report, the employee shall be notified of such change.

14.2. *Rest Periods*

Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half-work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, ending time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

14.3. *Hours for Sheriff's Dispatchers and Central Control Operators*

The work shift for Dispatchers and Central Control Operators shall include briefing time, a lunch period not to exceed thirty (30) minutes, and up to two fifteen (15) minute rest periods as workload allows.

14.4. *Dispatcher and Central Control Operators Shift Preferences*

Two weeks prior to the posting of a new schedule of shift assignments, Dispatchers and Central Control Operators may request shift assignment based on seniority. All shifts will be open to bid on by seniority. The Sheriff will consider the preferences of staff along with the needs of the Sheriff's Office and the qualifications of individual employees when preparing the new schedule. If a Dispatcher or Central Control Operator is assigned to the same shift for a third or successive shift change, the employee may request that the Sheriff provide reasons for the shift assignment. The Sheriff will respond prior to the implementation of the next shift schedule.

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15. OVERTIME COMPENSATION

15.1. *Definitions*

15.1.1. *Overtime*

That time as authorized and directed by management worked by a non-exempt employee which exceeds forty (40) hours worked in a work week or eighty (80) hours in two (2) weeks if the employee is on an alternative work schedule requiring twelve (12) hour shifts. The Department shall designate a work period for FLSA purposes as necessary.

15.1.2. *Hours Worked*

Those hours during which the employee is actually working, on annual leave, or paid holiday.

15.2. *Overtime Pay*

An employee shall be paid for overtime worked. Pay for overtime worked shall be at one and one half (1-1/2) times the normal hourly rate of the employee.

15.3. *Compliance with the Fair Labor Standards Act*

Management shall make such changes in this article and any others as well as in practice in order to fully comply with the Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The County shall notify the Association of proposed changes prior to implementation. Upon written request, the County shall meet with Association representatives to negotiate the proposed changes; however, nothing shall preclude the County from implementing changes to achieve compliance during the negotiating period.

15.4. *Travel Time for Training*

Employees who travel to a required training course during work hours shall have those hours counted as time worked. Within a workweek, a department head may adjust the starting and quitting times of an employee on a straight time basis to accommodate any hours accumulated during travel on County business. If this is not possible, the additional hours will be treated as hours worked.

15.5. *Accrual of Compensatory Time*

Dispatch and Central Control employees may, upon approval of the Sheriff, accrue compensatory time off (CTO) in-lieu of pay for overtime worked. Public Works employees may, upon approval of the Public Works Director, accrue compensatory time off (CTO) in-lieu of pay for overtime worked. Facility Operations employees may, upon approval of the Facility Operations Manager, accrue compensatory time off (CTO) in lieu of pay for overtime worked. All compensatory time off shall be accrued at the rate of one and one half (1 ½) hours of CTO for each hour of overtime worked. No employee may accumulate more than forty (40) hours of compensatory time. When forty (40) hours is reached, the employee must use some of the accumulated time before accumulating any additional compensatory time.

15.6. *Cash Out of Accrued Compensatory Time Off*

With thirty (30) days' notice prior to the month of June and December of each year, an employee may submit a request to the Department that the cash value or all or part of accumulated CTO be paid to the

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employee. With thirty (30) days' notice prior to June, the County may, at its discretion, pay off all but thirty (30) hours of an employee's CTO bank.

15.7. *Cash Out of Compensatory Time Off upon Promotion*

If an employee is selected for promotion, he or she must cash out any accrued CTO prior to the start of his or her first shift in the promotional status/position.

16. MILEAGE AND PER DIEM REIMBURSEMENT

16.1. *Mileage*

Humboldt County will attempt to make a vehicle available for official use to employees when so required. If there are no Humboldt County vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the per mile rate set by the IRS. If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare.

If a county vehicle is available and an employee chooses to use a private vehicle the employee shall be reimbursed at ½ of the mileage rate set by the IRS.

16.2. *Per Diem Payments*

The County will continue to make per diem payments to employees required to travel on County business at the rates established by the Nevada Legislature or County policy, whichever is higher. An employee is eligible for per diem when traveling on County business beyond the boundaries of Humboldt County or as otherwise provided by County policy. Employees are not required to provide receipts specifying how the per diem funds were expended.

17. ROAD DEPARTMENT ASSIGNMENTS

17.1. *Reporting Requirements*

A Road Department employee assigned a County vehicle will be required to report to his/her area (Golconda, Paradise Valley, Orovada, Denio, and Winnemucca) at the beginning of the workday and at the end of the workday. The crew or other employees not assigned a County vehicle shall report to the Winnemucca shop at the beginning and end of the workday. However, should an employee be assigned to another area they will be furnished a vehicle and will be required to report to the assigned worksite/location at the beginning of the shift and remain working as directed until the end of the shift. Except in case of emergency, every effort will be made to give 24-hour notice of change in the work area.

17.2. *Exceptions*

Occasional changes in location for starting or ending the shift for such activities including, but not limited to, attending meetings, picking up or dropping off materials/equipment at the shop, will not result in a work site change provided that the activities are within the normal shift schedule. For example, should an employee be assigned to report to the yard to begin the workday with a safety meeting and the employee then returns to his/her normal work site for the remainder of the shift, his/her return to Winnemucca at the end of the workday is not considered time worked.

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17.3. *Camping Assignments*

When the County requires camping for a special project, the affected employee(s) will be paid per diem for non-provided services (e.g., housing, food, etc.) pursuant to 16.2 of this Agreement. All travel at the beginning and end of a camp week will be on County time.

18. COURT LEAVE

18.1. *Policy*

Humboldt County will grant court leave to allow employees to serve as juror or a witness in a court proceeding provided that neither employee nor the employee's collective bargaining representative is a party to the action. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

18.2. *Compensation*

Subject to the following conditions, eligible employees shall receive their regular base rate of pay for those hours spent in court and traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work. Casual, seasonal or temporary employees will be granted time off without pay. Law enforcement personnel appearing in court as part of their duties are not affected by this policy.

a. The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.
b. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to Humboldt County upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless Humboldt County has reimbursed the employee for such expenses or such expenses were paid by Humboldt County.
c. An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against Humboldt County. However, the employee may choose to use his/her annual leave.

18.3. *Late Start/Early Release*

a. An employee who is serving as a witness and is not required to report to court until after the start of their work day or who is released from court before the end of his/her scheduled work day shall report to work for the hours which are not required for court duty or for related travel time.
b. Employees who are required to report to jury duty will not be required to work eight hours prior to reporting. If the employee's service last four hours or more, including time going and returning from court the employee will not be required to work between 5 p.m. of the day of jury duty and 3 a.m. the following day per NRS 6.190.

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19. GRIEVANCE PROCEDURE

19.1. *Definitions*

19.1.1. *Grievance*

Pursuant to NRS 288.435, "Grievance" means an act, omission or occurrence that an employee or an exclusive representative believes to be an injustice relating to any condition arising out of the relationship between an employer and an employee, including, without limitation, working hours, working conditions, membership in an organization of employees or the interpretation of any law, regulation or agreement.

19.1.2. *Grievant*

A grievant is a unit member or the Association who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated at the discretion of management or the Association as a group grievance and shall thereafter be represented by a single grievant.

19.1.3. *Day*

Day shall mean a day in which the County's main administrative office is open for business.

19.2. *Process*

19.2.1. *Informal Resolution*

Within seven (7) working days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her supervisor. A supervisor shall have five (5) working days to give an answer to the employee.

19.2.2. *Formal Levels*

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within ten (10) working days of such receipt of such answer, file a formal written grievance with his/her supervisor containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The supervisor shall, within ten (10) working days, have a meeting with the grievant regarding the information provided.

Level 2: If the grievant is not satisfied with the written answer at Level 1, the grievant may, within five (5) working days from the receipt of such answer, file a written appeal to the department head. Within ten (10) working days of receipt of the written appeal, the department head or his/her designee shall investigate the grievance, which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within ten (10) working days.

Level 3: If the grievant is not satisfied with the written answer from Level 2, the grievant may, within five (5) working days from the receipt of such answer, file a written appeal to the County Manager. Within fifteen (15) working days of receipt of the written appeal, the County Manager or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant within five (5) working days, which answer shall be final and binding

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unless, for matters subject to arbitration, within ten (10) working days, the Association notifies the County Manager of its intention to appeal the matter to arbitration.

19.3. *General Provisions*

19.3.1. *Failure to Carry Forward*

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn with prejudice.

19.3.2. *Failure to Respond*

If a supervisor, manager, Department Head, County Manager, or their designee fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day allowed for a management response.

19.3.3. *Representation*

The grievant(s) may have representation at any level of this procedure.

19.3.4. *Waiver of Time Limits*

Time limits and formal levels may be waived by mutual written consent of the parties.

19.3.5. *Service*

Proof of service shall be by certified mail, e-mail or personal service.

19.3.6. *Copy to Association*

The Association shall receive a copy of all grievances filed at the department head's level of this grievance procedure, where such grievance is not being processed by the Association.

19.3.7. *Effect of a Grievance*

The making or filing of a grievance shall not prevent the County, a department head or supervisor or other authorized person from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken even though the action may involve or be a part of the subject matter of the grievance.

19.3.8. *Advancing to Arbitration*

No grievance may proceed to arbitration without the signature of the President of the Association.

20. DISCIPLINARY ACTION

20.1. *Types of Discipline*

Disciplinary action may be imposed upon an employee for just cause, which includes but is not limited to failing to adequately fulfill his/her responsibilities as an employee and on- or off-duty conduct, which relates to an employee's ability to satisfactorily perform his/her job. Examples of the type of disciplinary action, which may be imposed, include the following:

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20.1.1. *Oral Reprimand*

An oral correction addressed to an employee by his supervisor as to the propriety of an employee's action(s) or inaction(s).

20.1.2. *Written Reprimand*

A written criticism of an employee's conduct, usually concerning an infraction of county rules of conduct, regulations or performance. The reprimand is to be in written form, signed by the employee and the supervisor. A copy will remain with the supervisor issuing such reprimand, a copy delivered to the employee, with an additional signed copy to the official personnel file in the County Manager's Office. Upon written request of the employee, a copy shall also be forwarded to the Employee's Association. Signature by the employee shall not constitute agreement with the criticism but only recognition of the receipt of the written criticism.

20.1.3. *Disciplinary Leave Without Pay*

Disciplinary leave without pay means a disciplinary measure providing that the employee receive one or more days off without pay.

20.1.4. *Administrative Leave With Pay*

There are times during an inquiry into alleged misconduct that it would appear to be in the best interests of both the County and employee to relieve the employee from duty, pending the outcome of the inquiry. In the event such Administrative Leave during a period of review is thought to be necessary, such Administrative Leave shall not cause loss of pay or other privileges attached to the position as an employee of the County unless later converted to Disciplinary Leave Without Pay. Administrative Leave With Pay does not comprise a form of discipline in and of itself unless it has been so designated in a particular case.

20.1.5. *Discharge*

Termination of the services of an employee of Humboldt County for a gross violation of laws, ordinances, or rules and regulations; or for numerous violations of rules and regulations; or for inability or refusal to properly perform duly assigned tasks; for substance abuse or other actions which constitute cause for discharge. Discharge shall be imposed by the department head, and shall be by written notice to the employee concerned. One copy of such notice shall be delivered to the employee concerned, and one (1) copy of the appropriate form shall be placed in the employee's official personnel file in the County Manager's Office. Upon written request of the employee, a copy shall also be forwarded to the Employee's Association.

20.2. *Classifications of Discipline*

Oral reprimands, written reprimands, suspensions with pay and suspensions without pay for two (2) days or fewer shall be considered ***Minor Disciplinary Actions.*** Suspensions without pay for three (3) days or longer, disciplinary demotions, and discharges shall be considered ***Severe Disciplinary Actions.***

20.3. *Procedure for Imposing and Appealing Minor Disciplinary Actions*

Minor Disciplinary Actions may only be appealed by an employee who has successfully completed the initial hire probationary period for the current County employment. The following procedures shall apply exclusively to Minor Disciplinary Actions except Oral Reprimands, for which there shall be no appeal:

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20.3.1. *Notice of Action*

When a supervisor or manager believes it is necessary to impose a minor disciplinary action on an employee, the supervisor shall notify the employee in writing of his/her decision stating the reason for the action, the regulations or rules which have been violated, the specific action to be taken, and the effective date of the action.

20.3.2. *Appeal of Minor Disciplinary Action*

Within five (5) working days from receipt of the written notification, an employee who has received a written reprimand or short suspension without pay, but believes the discipline is unwarranted may appeal the action up to Level 3 of the Grievance Procedure (Article 19) of this Agreement for a final decision.

20.4. *Procedure for Imposing and Appealing Severe Disciplinary Actions*

Severe Disciplinary Actions may only be appealed by an employee who has successfully completed the initial hire probationary period for their current County Employment. The following procedures shall apply exclusively to severe disciplinary actions:

20.4.1. *Notice of Proposed Action*

Before taking action to discharge, demote, or suspend a non-probationary unit employee without pay for a period of five (5) working days or longer, the department head or his/her designee shall serve on the employee and, upon written request of the employee, the Association, either personally or by certified mail, the Notice of Proposed Action, which shall contain the following:

A. A statement of the action proposed to be taken.
B. A copy of the charges, including the acts of omissions and grounds upon which the action is based.
C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
E. A statement that the employee has five (5) working days to respond to the department head or his/her designee either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the department head or his/her designee.

20.4.2. *Response.*

The employee upon whom a Notice of Proposed Action has been served shall have five (5) working days to respond or protest to the department head or his/her designee either orally or in writing before the proposed action may be taken. Upon application and for good cause, the department head or his/her designee may extend the time period to respond. Any extensions shall be granted in writing or by e-mail.

20.4.3. *Response Meeting*

If the employee chooses to respond orally, the employee shall be entitled to a personal meeting with the department head or his/her designee. At such meeting, the employee may be accompanied by an attorney or Association representative.

20.4.4. *Review/Action*

After complying with the applicable requirements of sections above and having reviewed the employee response, if any, given pursuant to the Response section above, the department head or his/her designee may order the discipline or discharge of the employee. Such order shall:

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A. Be in writing.
B. State specifically the causes for the action.
C. State the effective date of such action, and
D. Be served on the employee and, upon written request of the employee, the Association, either personally or by certified mail.

20.4.5. *Protest*

A non-probationary employee or the Association, on behalf of a non-probationary employee, may protest severe disciplinary action, which protest shall be considered an appeal and processed in accordance with Level 3 of Article 19, Grievance Procedure and, thereafter if necessary, through Article 21, Arbitration.

20.4.6. *Sole Remedy*

The procedures provided herein are in lieu of any remedy provided by NRS 245.065 for appealing and resolving protests of disciplinary action.

21. ARBITRATION

21.1. *Designation*

The parties will attempt to agree upon a professional neutral to serve as an Arbitrator. In the event agreement cannot be reached to select an Arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the FMCS and alternately strike names from such list until one (1) name remains or follow the procedure required by the agency supplying the list. That remaining person so selected shall serve as Arbitrator. The party to strike first shall be determined by lot.

21.2. *Matters Not Subject to Arbitration Procedure*

Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be grievable nor submitted to an Arbitrator and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.

21.3. *Rules of Evidence*

Strict rules of evidence shall not apply.

21.4. *Privacy of Hearings*

All hearings held by an arbitrator shall be closed sessions and no news releases shall be made concerning progress of the hearings.

21.5. *Authority of Arbitrator*

Decision of an Arbitrator on matters properly before him/her shall be final and binding on the parties. No Arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the definition of a grievance as set forth in Article 19, Grievance Procedure, or is an appeal from severe disciplinary action, and has been processed in accordance with all provisions thereof and herein. The Arbitrator's authority shall be limited only to the application and interpretation of the provisions of this negotiated agreement.

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21.6. *Costs*

The fees and expenses of the Arbitrator and of a court reporter, if used, shall be shared equally by the employee organization or the grievant, if the grievant is not represented by the Association, and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. Provided, however, if either party rejects the Arbitrator's decision as evidenced by overturning it or seeking relief in Court to have it vacated or modified, that party shall assume full responsibility for all jointly incurred costs of the Arbitrator process. For the purposes of this section the parties shall be considered as either: the County and the Employees Association or, if a grievant is not represented by the Association, the County and the grievant(s). The Association agrees to indemnify and hold the County harmless from any claims, awards and/or judgments resulting from the failure of the Association or any of its principals in meeting and/or satisfying any costs assigned by a responsible third party authority under the terms, rights and obligations of this Article 21.

22. PERSONNEL FILES

22.1. *Review and Release of Information*

Each employee shall have the right, upon written request, to review the material in his or her own personnel file during duty hours. A representative chosen by the employee may, at the employee's request, accompany the employee in this review. Materials shall be released only for the purpose of processing grievances and for County legal documentation, except when written consent is given by the employee or when required by law.

22.2. *Placing Material in File*

All material in the file must be signed by the source of the material and dated. No anonymous letters or material shall be placed in a personnel file.

22.3. *Review of Written Statements by Employee*

No written statement related to the employee's assigned duties or responsibilities shall be placed in the employee's personnel file until after the employee has had an opportunity to review it. The employee will be allowed to attach a written response to any notice of discipline placed in his/her file.

22.4. *Copies of Personnel File*

An employee will, on written request to the County Manager, receive copies of all materials in his/her personnel file. The County may assess a reasonable fee for providing such copies.

22.5. *Comments from the Public*

Comments from the public shall be placed in an employee's personnel file only if the comment is an attachment to documentation of performance prepared by a County supervisor or manager.

23. LAYOFF PROCEDURE

23.1. *Positions to be Eliminated*

If the County determines the need for a reduction in its work force, written notice of not less than two (2) weeks shall be provided to regular employees to be laid off. The County will determine the positions to be eliminated and the employees to be laid off within each affected job class. The County's

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determination shall be based on consideration of performance, qualifications and seniority within the job class within the affected department.

23.2. *Order of Layoff*

Initially the County shall consider employees for layoff using the criteria of performance, qualifications and seniority within the job class and department. When selecting which employee will be laid off, the County will review the qualifications of the employees in the affected job class. If the County finds:

A. The employee has qualifications not possessed by another employee and
B. The qualifications are needed by the department, then the County may layoff other employee(s).

Qualifications to be considered shall include knowledge, skill, ability, licenses, and certificates required for job functions to be assigned to the remaining staff, as well as previous experience in performing the essential functions and job performance. Job performance shall be determined on the basis of the employee's record of job performance as documented in the employee's personnel file.

23.3. *Layoff Appeal Procedure*

23.3.1. *Notice of Appeal*

In the event that an employee who has been laid off out of seniority order believes the decision based upon performance and qualifications is incorrect, the employee may request that the Association appeal the County's determination. If the Association finds there is reason to believe that the County has erred in its decision, it may appeal through the process set forth in this article. Such appeal shall be filed with the County Manager within five (5) working days of delivery of the layoff notice to the employee.

23.3.2. *Appeal Review Committee*

When an appeal is filed, the Association shall appoint two persons to serve on a review committee at the time of the appeal. The County shall then appoint two persons to the committee. Each of the persons appointed to the committee shall, to the extent possible, be familiar with either the work of the department or of the job class from which layoff is to be made. The committee shall meet within five (5) days of delivery of the notice of appeal to the County. It shall review the basis for the County's layoff decision and the reasons the employee believes the decision is in error. The committee shall then by majority vote determine whether the County decision was reasonable and on that basis either confirm or reject the County's decision. If the committee cannot reach agreement regarding the County's decision regarding order of layoff, it shall within three (3) days of its initial meeting, request the participation of a federal or other mutually acceptable mediator. The services of the mediator will be jointly requested by the County and the Association on an urgent basis. The mediator will seek to achieve a consensus decision among the committee members. If no decision is reached the mediator shall become a voting member of the committee. The determination of the committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.

23.4. *Recall Rights*

Laid off employees will have a right to return to a vacancy in the same class and department from which they were laid off. Recall shall be in inverse order of layoff. No probationary period shall be required.

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23.4.1. *Recall List*

Employees shall remain on a recall list for two years following the date of layoff provided, however, laid off employees shall be removed from the recall list if:

A. They accept recall to a position in a class at the same salary range as the position from which they were laid off, or
B. They decline appointment to a position in the same department and in a class at the same salary range as the position from which their layoff occurred, or
C. They fail to report for duty within fifteen (15) calendar days of mailing of notice of recall to County employment.

23.4.2. *Recall Notice*

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

23.4.3. *Recall to Other Vacant Positions*

When there is no one on a recall list for the department and class in which a vacancy exists, those on the recall list shall be considered for the vacancy before any other applicant is considered for appointment when the following conditions exist:

A. Temporary work within the job class or for which the laid off employee is qualified - Work shall be offered to the laid off employee.
B. Vacant position at the same or lower range and in the same department from which the employee was laid off - Position shall be offered to the laid off employee, subject to completion of a probationary period, if the employee meets the qualifications for hire; and
C. Vacant position at the same or lower range but in a different department from which the employee was laid off - Employee shall be considered for the position and may be offered the position, subject to completion of a probationary period, if qualified.
D. An employee who fails to meet the probationary period prescribed by this section of the Agreement will be returned to layoff status.

24. PEACEFUL PERFORMANCE

24.1. *Prohibitions*

The parties to this Agreement recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Humboldt. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing in connection with a labor dispute (hereinafter collectively referred to as work-stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any disputes which may have given rise to such work stoppage until said work stoppage has ceased.

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24.2. *Responsibilities of Association*

In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work-stoppage is in violation of law and this Agreement and is unauthorized, and shall further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work-stoppage and the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

25. FULL UNDERSTANDING, MODIFICATION AND WAIVER

25.1. *Full Understanding*

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.

25.2. *No Interim Bargaining*

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

25.3. *Modification*

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the department head and/or the Board of County Commissioners.

25.4. *Waiver*

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

26. SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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27. TERM OF AGREEMENT

The County and the Association agree that the term of the Agreement shall commence on July 1, 2026, and expire on June 30, 2027, at 11:59 PM. The County may reopen this agreement to renegotiate during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4). Unless otherwise noted herein, any changes caused by the approval of this agreement shall be prospective.

FOR

THE COUNTY:

Signed by:

Ron Cerri

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Ron Cerri
Chairperson
Board of Commissioners
Humboldt County, Nevada

Date: 6/18/2026

FOR THE ASSOCIATION:

Signed by:

David Anderson

06F8E0EB9B914D4...

David Anderson
President
Humboldt County Employees' Association

Date: 6/22/2026

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Humboldt County, Nevada

Appendix A - Range Assignments by Classification

HCG 7
* Volunteer & Events Assistant

HCG 11

HCG 13
* Grounds & Parks Maintenance Worker I
* Library Assistant
* Office Assistant
* Public Administrator & Guardian Caseworker I

HCG 15
* Administrative Clerk I
* Custodian
* Facilities Attendant
* Maintenance Worker I

HCG 16

HCG 17
* Library Specialist - Denio
* Library Specialist - McDermitt
* Library Technician
* Road Maintenance Worker

HCG 18
* Custodian Supervisor
* Deputy Recorder I
* Deputy Treasurer I
* Human Services Caseworker I
* Senior Library Technician

HCG 19
* Administrative Clerk II
* Child Support Caseworker I
* Deputy Clerk I
* Detention Center Control Room Operator
* Detention Housing Operator
* Grounds & Parks Maintenance Worker II
* Justice Court Clerk I[1]
* Mechanic I
* Public Administrator & Guardian Caseworker II

HCG 20
* Accounting Technician I[1]
* Administrative Clerk III
* Fairgrounds Attendant
* Legal Secretary I[2]
* Water/Wastewater Specialist I

HCG 21
* Administrative Clerk IV
* Appraisal Data Collector
* Appraiser Trainee
* Deputy Recorder II
* Deputy Treasurer II
* Justice Court Clerk II[1]
* Human Services Caseworker II
* Maintenance Worker II
* Permit Technician
* Planning Technician
* Volunteer & Events Specialist

HCG 22
* Accounting Technician II[1]
* Administrative Specialist
* Building Inspector I
* Child Support Caseworker II
* Deputy Clerk II
* Legal Secretary II[2]
* Library Specialist
* Road Maintenance Worker II
* Technology Services Technician I
* Water/Wastewater Specialist II

HCG 23
* Accounting Technician III[1]
* Corrections Cook
* Deed & Title Review Specialist
* Justice Court Clerk III[1]
* Maintenance Worker III
* Marketing and Sales Coordinator
* Marketing and Special Events Coordinator
* Mechanic II
* Personal Property Appraiser I
* Senior Planning Technician

HCG 24
* Central Control Operations Supervisor
* Child Support Caseworker III
* Deputy Clerk III
* Facilities Attendant Supervisor
* Fairgrounds Attendant Supervisor
* Grants Technician
* Lead Road Maintenance Worker
* Legal Secretary III[2]
* Senior Water/Wastewater Specialist

HCG 25
* Administrative Deputy Recorder
* Administrative Deputy Treasurer
* Building Inspector II
* GIS Technician
* Personal Property Appraiser II

HCG 26
* Appraiser
* Plans Examiner
* Technology Services Technician II

HCG 27
* Child Support Supervisor
* Lead Mechanic
* Maintenance Worker III - HVAC
* Senior Deputy Clerk

HCG 28
* Appraiser II
* Building Inspector III

HCG 29
* GIS Coordinator
* Grants Coordinator
* Justice Court Administrator[1]
* Technology Services Technician III

HCG 312 - Dispatcher Trainee
HCG 326 - Dispatcher
HCG 346 - Dispatch Supervisor

Note: *County Manager's Office, Human Resources Department, and Comptroller/Auditor's Department staff are confidential*

[1] *Ineligible for union membership* [2] *District Attorney's Office Employee*

Revised 06/05/2026

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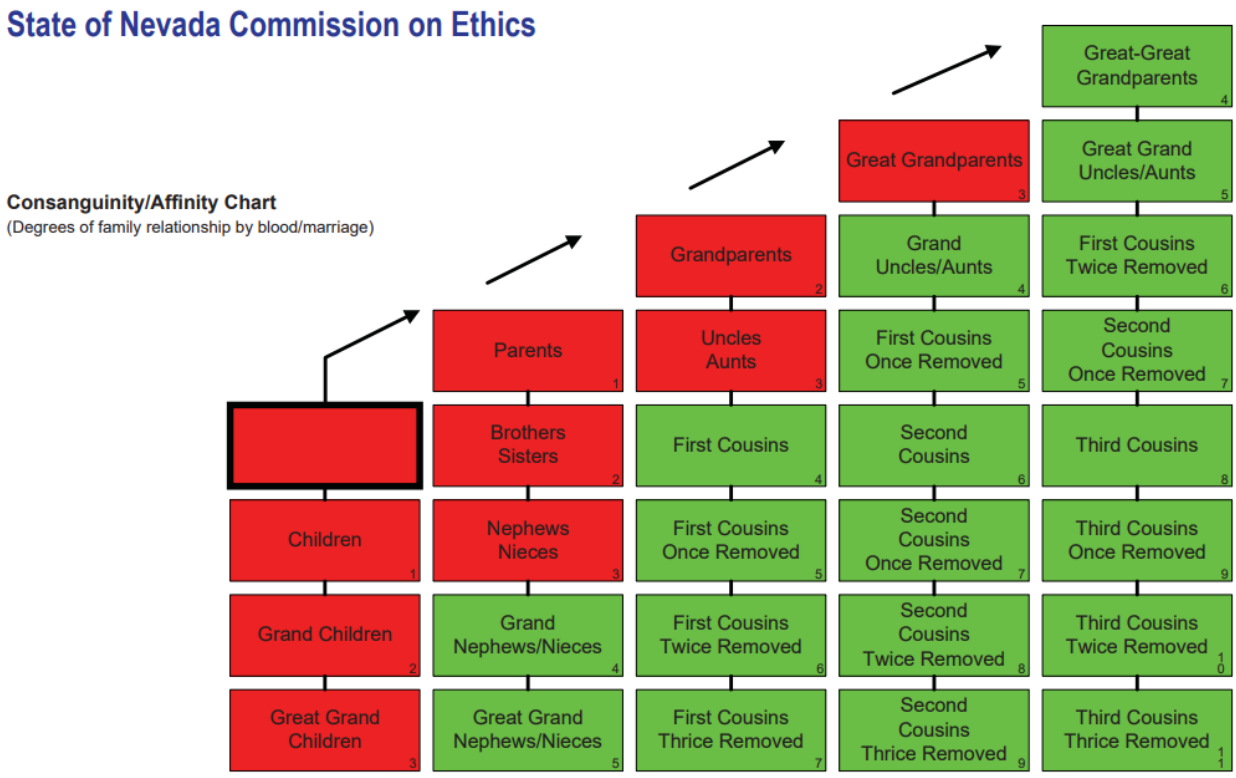
Appendix B – Consanguinity/Affinity Chart



INSTRUCTION:

For Consanguinity (relationship by blood) calculations:

Place the public officer/employee for whom you need to establish relationships by consanguinity in the blank box. The labeled boxes will then list the relationship by title to the public officer/employee and the degree of distance from the public officer/employee.

Anyone in a box numbered 1, 2, or 3 is within the third degree of consanguinity.

For Affinity (relationship by adoption, marriage or domestic partnership) calculations:

Place the spouse or domestic partner of the public officer/employee for whom you need to establish relationships by affinity in the blank box. The labeled boxes will then list the relationship by title to the spouse or domestic partner and the degree of distance from the public officer/employee by affinity.

Spouses are related in the first degree of affinity by marriage and domestic partners are related in the first degree of affinity by domestic partnership. For adoption and other relationships by marriage or domestic partnership, the degree of relationship is the same as the degree of underlying relationship by blood.