

**LABOR AGREEMENT**

**between**

**DOUGLAS COUNTY**

**and the**

**DOUGLAS COUNTY  
EMPLOYEES ASSOCIATION**

JANUARY 4, 2024 - JUNE 30, 2028

**2024 - 2028 LABOR AGREEMENT  
BETWEEN  
DOUGLAS COUNTY  
AND THE  
DOUGLAS COUNTY EMPLOYEES ASSOCIATION**

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**2024 - 2028 LABOR AGREEMENT  
BETWEEN  
DOUGLAS COUNTY  
AND THE  
DOUGLAS COUNTY EMPLOYEES ASSOCIATION**

**ARTICLE 1. PARTIES**

This labor agreement (“Agreement”) is entered into on the date it is approved by the Douglas County Board of County Commissioners by and between the County of Douglas (“County” or “Employer,”) and the Douglas County Employees Association (“Association”).

**ARTICLE 2. TERM OF AGREEMENT**

- A. The term of this Agreement will commence on the date it is approved by the Douglas County Board of County Commissioners and end on June 30, 2028.
- B. This Agreement will remain in full force and effect during any subsequent labor negotiations between the Association and the County.
- C. Notwithstanding any other provision of this Agreement and Article 2, after June 30, 2028, no increase in salaries, wages, or other monetary benefits will occur or be paid by the County until a successor labor agreement is executed by the Association and the County. However, the County as an employer paying on behalf of an employee is required by Nevada’s Public Employee’s Retirement System (“PERS”) to pay contribution rates per NRS 286.421 which may result in reductions in employees’ salaries.

**ARTICLE 3. AUTHORIZED AGENTS**

For the purpose of the official notification to the Parties under this agreement, the following agents have been designated:

- A. Employer’s principal authorized agent shall be:

County Manager  
Douglas County  
County Administrative Offices  
Post Office Box 218  
Minden, Nevada 89423

- B. Association’s principal authorized agent shall be:

President

Douglas County Employees Association  
Post Office Box 1265  
Minden, Nevada 89423

#### **ARTICLE 4. RECOGNITION**

The Employer recognizes the Association as the sole and exclusive collective bargaining agent for all employees of the Employer within those job classifications covered by this Agreement, who are presently employed and subsequently hired by the Employer. Temporary or seasonal employees or employees who regularly work less than thirty hours per week are excluded from the bargaining unit.

#### **ARTICLE 5. DEFINITIONS**

**A. Appointing Authority.**

The Department Head, County Manager, or Board of County Commissioners having full authority to hire an employee for the County.

**B. Day.**

Calendar day unless otherwise stated.

**C. Year.**

Calendar year unless otherwise stated.

**D. Year of Service.**

Twenty-six (26) complete payroll periods of continuous service with the Employer. For the purpose of this provision, the following shall not be considered as breaks in service:

1. Authorized Military Leave for active service, providing that the person is reinstated within ninety (90) calendar days following honorable discharge from military service.
2. Authorized Military Leave for training duty not to exceed fifteen (15) working days in any one calendar year.
3. Authorized leave with pay deemed to be beneficial to the public service.
4. Authorized leave without pay for thirty (30) working days or less in any calendar year.

Authorized leave without pay for more than thirty (30) days deemed beneficial to the public service by the Board of County Commissioners.

**E. Regular Employee.**

“Regular employee” means an employee who has been retained in his/her position at the completion of the employee’s probationary period.



**F. Evaluation Due Date.**

“Evaluation Due Date” means the first day of the pay period in which the anniversary of the date the employee was hired or received a promotion, whichever is later, occurs plus 14 Days.

**G. Continuous.**

“Continuous” as used in this Agreement means uninterrupted service as an employee of Douglas County.

**ARTICLE 6. ASSOCIATION RIGHTS**

**A. Bulletin Boards.**

The Employer will furnish bulletin board space where currently available. The Association may provide additional bulletin boards for placement in areas where employer-provided space is not available. Placement shall be decided by mutual agreement. Bulletin boards shall only be used for the following notices:

1. Scheduled Association meetings, agenda, and minutes.
2. Information on Association elections and the results.
3. Information regarding Association social, recreational, and related news bulletins.
4. Reports of official business of the Association, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not include the Employer or its relations with its employees. All notices to be posted must be dated and signed by an authorized representative of Association. Employer equipment, materials, supplies, or interdepartmental mail systems shall not be used for the preparation, reproduction, or distribution of notices except as specifically allowed below, nor shall such notices be prepared by employees during their regular work time.

**B. Use of Employer Facilities.**

Meeting room facilities of the Employer may be made available upon timely application for use by employees and the Association.

**C. Interdepartmental Mail System.**

Employer agrees to allow the Association limited lawful use of the Employer’s interdepartmental mail system and County email system. Such use shall not include materials unsuitable for posting under Section A above.

**D. Use of County Telephones and Computers.**

The Association may use County telephones, cell phones and County computers for electronic mail (“e-mail”) in carrying out the duties identified below so long as such use does not interfere with the performance of assigned operational public duties by either the Association representative(s) or the individual employee being contacted. Individual employees have the right to request the Association not

contact them via County phone or e-mail systems. The Association agrees to honor any requests.

Association duties include:

1. The investigation of a bargaining unit member's grievance or potential grievance;
2. Representation of a member/grievant at any step of the grievance procedure established herein; and
3. Consultation with duly accredited representatives of the Association on matters involving the Association's relationship with the County.

The cost value related to this use is nominal and the use does not create the appearance of impropriety.

All use of the County email and phone system is subject to the County internet and email policy, including the provision that no reasonable expectation of privacy for messages placed in the system exists and records are subject to the Nevada public records law.

#### **E. Use of County Copying Machines.**

Employer agrees the Association may use copying machines providing the following conditions are met:

1. Association will reimburse Employer for cost of usage.
2. All copying will be done off Employee shift time.
3. No Association use of copying facilities shall interfere with use of such facilities for Employer business.

#### **F. Association Representatives.**

The Employer recognizes and agrees to meet with representatives of the Association on matters covered by this Agreement.

1. *Selection.* Selection of Association representatives is the responsibility of Association provided, however, that the total number of Association representatives shall not exceed fifteen (15) officers and stewards.
2. *List of Representatives.* Association shall provide the Employer with a list of Association representatives and shall advise the Employer, in writing, of any changes as soon as practicable.
3. *Paid Release Time.* Paid Release Time of up to 90 hours in each fiscal year for all Association representatives. Unused hours will expire at the end of each fiscal year. These hours must be recorded on the employee's timesheet using the appropriate hours code. Upon request, the County will provide the Association with a detailed report of hours utilized year to date. Use of Paid Release Time shall be limited to:
  - a. attendance by the Association president or a designee at County Commission meetings which have a direct impact upon Association

- (upon posting, a copy of the Commission's agenda will be provided to the Association's president);
- b. meetings with County management upon the request of either party;
  - c. attending meetings with management as a representative in the grievance or disciplinary procedures;
  - d. attending monthly or special meetings of the Association;
  - e. no more than one representative from any division at any given point in time; and
  - f. conducting Association business.
4. *Authorization Required to Leave Work Site.* Prior authorization from his/her supervisor shall be received by the Association Representative before engaging in the functions identified in paragraph 3. Approval of request for authorized released time under this Article shall not be unreasonably withheld.
  5. *Non-Employee Representatives.* Representatives or attorneys of the Association who are not County employees, shall have reasonable access to the County's facilities to participate in any meetings or hearings relating to grievances, arbitration, disciplinary matters, meetings with management relating to Association business, or for Association meetings or activities if accompanied by an Association Representative.
  6. *Bargaining Team.* The size of the respective bargaining teams may be no more than five people and a chief negotiator. The Association may not have more than one team member from any single division unless the parties specifically agree in writing to waive this requirement. During negotiations for a successor agreement, employee members of the Association Bargaining Team shall be compensated up to an additional 120 hours of Paid Release Time for negotiation meetings with the County. In addition, either party may, with prior notice, bring an additional member with special skills or information to a negotiation session.

#### **G. Dues Deductions.**

The parties agree that the Employer will provide deduction to the Association on the following terms:

1. *Authorization.* The Employer shall deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on at least a monthly basis. 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 Association restrictions that require the employee to remain a member beyond the end of the calendar month if the employee's action is to terminate such status.
2. *Amount of Dues.* The Association shall certify to the Employer in writing the current rate of membership dues. The Association will notify the Employer of any change in the rate of membership dues at least sixty (60) days prior to the effective date of such change.

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

#### **H. Bargaining Unit Information.**

Newly hired bargaining unit employees will be provided with a copy of this Agreement and will sign a document acknowledging receipt. The receipt document will contain the employee's name and assigned department. On the last Friday of each month, the Employer will provide the Association with information on all bargaining unit eligible employees, to include: the employee's name, date of hire, home mailing address, classification, and department. The Employer will also provide copies of all receipt document executed during the preceding month. If the Association wants such information on a less frequent basis, it will notify the County in January of the relevant year. This information will be provided in a written and/or available electronic format (e.g., Excel) at the Association's request. Association representatives will not approach applicants/candidates for County employment about Association representation until the applicant/candidate has begun official employment with the County.

### **ARTICLE 7. EMPLOYER RIGHTS AND RESPONSIBILITIES**

The 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 or NRS 288.150(3). It is the ultimate right and responsibility of the County to manage its operations in the most efficient manner consistent with the best interests of all its citizens, taxpayers, and employees. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Employer and not abridged here include, but are not limited to, the following:

1. To manage and direct its business and personnel.
2. To manage, control, and determine the mission of its departments, building facilities, and operations.
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part.
4. To direct the work force; to increase or decrease the work force and determine the number of employees needed.
5. To hire, transfer (except for disciplinary purposes), promote, and maintain the discipline and efficiency of its employees.
6. To establish work standards, schedules of operation and reasonable work load, subject to safety considerations.
7. To specify or assign work requirements and require overtime subject to safety considerations.

8. To schedule working hours and shifts.
9. To adopt rules of conduct.
10. To determine the type and scope of work to be performed by its employees and the services to be provided.
11. To classify positions.
12. To establish initial salaries of new classifications.
13. To determine the methods, processes, means, and places of providing services.
14. To take whatever action to adjust to changing legal requirements.
15. To take whatever action necessary to prepare for and operate in an emergency.

## **ARTICLE 8. SALARIES AND PAY PRACTICES**

### **A. Salary.**

The County has established pay ranges for all County employees. A summary of the current pay ranges is attached as Appendix "A" to this Agreement. Appendix "A" is subject to change pursuant to wage changes as identified in this Agreement.

Placement of employees into these pay grades will occur the first full pay period following the effective date of this Agreement. Employees will be placed at the greater of either their current rate of pay or the minimum of the new pay range plus 3% per year for each continuous and complete year the employee has been in the position.

### **B. Cost of Living Adjustment.**

1. In an effort to maintain salary ranges and employee wages relative to the cost of living, a cost of living adjustment will be made to each employee's pay rate and salary range the first pay period of each fiscal year ("COLA").
2. The COLA will be equal to the annual change in the Consumer Price Index for All Urban Consumers (CPI-U) according to the Bureau of Labor Statistics, Series ID: CUUR0400AA0, from December to December of each calendar year. This cost of living adjustment will be no less than 0% and no more than 5%, regardless of whether the actual change in the CPI is lower or higher than these caps.
3. If the effective date of this Agreement is prior to July 1, 2024, a one-time 4% COLA will be implemented on the first pay period following the effective date, immediately following the placement of employees into pay grades as outlined in subsection A above.
4. Employees whose rate of pay is above the pay range for their grade will not receive a COLA increase and instead will receive a lump sum payment equal to the amount of the COLA or remainder of the COLA they would have received if the rate of pay was not above the pay range.

### **C. Merit and Pay for Performance.**

1. The purpose of the Pay for Performance plan is to recognize and reward employees who demonstrate motivation, performance above the standard scope of work, and efficiency, skill and initiative in their work, while also

appropriately ranking employees who perform at or below the established level of performance for a particular position.

2. Employees will receive annual performance reviews on their Evaluation Due Date. The range for merit increases will be on a 0-3% scale and any merit increase will be applied to the employee's base pay on the first day of the pay period in which the anniversary of the date the employee was hired or received a promotion, whichever is later, occurs.

3. The range for merit increases will be applied as follows:

Evaluation Score	Merit Increase
87%-100%	3%
66%-86.9%	2%
50%-65.9%	1%
49.9% or below	0%

4. Employees who are at the top of their pay range or would exceed the top of their pay range after receiving the Pay for Performance (merit) increase, will be eligible for a lump sum payment equal to the remainder of the merit increase they would have received if they were not at the top of their pay range. The lump sum payment and salary (merit) increase must not exceed the amount the Pay for Performance increase would have provided if the employee were not at the top of the range.

The award of a merit increase will not change the minimum or maximum amount of a grade's pay range as adopted by the parties and detailed in Appendix "A," as modified annually by the COLA. Merit increases may not exceed the top of the employee's salary range.

5. An employee who receives a score between 50% and 65.9% on their performance evaluation may receive a 90-day performance improvement plan ("PIP") if the employee's supervisor agrees the employee did not have sufficient notice of shortcomings in advance of the evaluation. The PIP must identify deficiencies and establish a plan of corrective action for the employee to demonstrate improvement. An employee who successfully completes this PIP within 90 days will receive an additional merit increase of 1%, which will be effective the first day of the pay period following successful completion of the PIP.

#### **D. Public Employment Retirement (PERS) Contributions.**

1. If PERS or the Nevada State Legislature takes any action to increase the total contribution rate in any single year in an amount of two percent (2%) or less during the term of this Agreement, the County will pay one-half of the increase, up to one percent (1%), and the employee's salary will be reduced by one-half of the increase, up to one percent (1%). However, the County will increase the employee's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the employee's salary.
2. If PERS or the Nevada State Legislature takes any action to increase the total contribution rate in any single year in an amount that exceeds two

percent (2%) during the term of this Agreement, the County will pay one-half of the increase, and the employee's salary, as well as the salary range, will be reduced by one-half of the increase. However, the County will increase the employee's salary, as well as the salary range, by one percent (1%) on the effective date of the reduction.

**E. Standby Pay.**

1. Standby duty is defined as that circumstance which requires the employee so assigned to:
  - a. Be ready to respond in a reasonable time to calls for his/her service;
  - b. Be readily available at all hours by telephone, or other communication devices; and
  - c. Refrain from activities which might impair his/her performance of assigned duties upon call.
2. Standby duty shall be assigned in writing.
3. An employee shall not receive standby pay for hours actually worked.
4. Standby pay will be compensated at \$4.50 per hour.

**F. Working Above Grade.**

Except for training purposes, when an employee is temporarily assigned, in writing, to perform the full range of duties of a higher pay grade, the employee will be compensated as follows:

1. Where an employee is assigned in writing on a temporary basis to perform the full range of duties of a higher pay grade for eighty (80) or more working hours, the employee will receive 5% above normal base pay for non-supervisory duties.
2. When an employee is assigned in writing on a temporary basis to perform the full range of supervisory duties of a higher pay grade for forty (40) or more working hours, the employee will receive 10% above base pay for supervisory duties.
3. When a temporary assignment is made, the employee's supervisor will confirm the dates and length of the temporary assignment to the employee in writing.

**G. Outstanding Performance Pay.**

The Employer agrees that employees covered under this agreement are eligible for the employee Recognition of Excellence program under Douglas County Administrative Policy and Procedure Number 200.16.

**H. Communications Trainer Incentive Pay.**

The hiring Department may designate qualified individuals as a Communications Trainer (CT). Upon assignment to train an individual or group, the CT will receive \$5.00 for each hour actually spent training one or more employees. The Department Head or his/her designee shall have the full discretion to make such assignment or remove someone from such assignment. Removal from such assignment shall not be considered a disciplinary action or subject to grievance.

**I. Shift Differential Incentive Pay.**

For actually working any assigned shift in a department having a 24-hour operation, an eligible unit employee will receive an additional \$2.00 per hour for each hour actually worked between the hours of 9:00 p.m. and 7:00 a.m. as shift differential pay. The Department Head shall have full discretion to make or not make such assignment or to remove an employee from such assignment.

**J. Traffic Signal Certification.**

Any Road Department employee that is designated by the Department Head, at their sole discretion, to obtain International Municipal Signal Association (IMSA) Traffic Signal Certification: 1) will receive \$100 per month for IMSA Traffic Signal Certification Level I provided that the certification is maintained; 2) will receive \$150 per month for IMSA Traffic Signal Certification Level II provided the certification is maintained.

**K. Utility Operator Incentive Pay.**

Utility operators with the following certifications will receive additional compensation as follows:

1. If not required for the employee's current position, upon obtaining a Grade II operator certification from the State of Nevada, a utility operator within the Public Works Department will receive a one-time payment of \$400.00.
2. If not required for the employee's current position, upon obtaining a Grade III operator certification from the State of Nevada, a utility operator within the Public Works Department will receive a one-time payment of \$600.00.

**L. Essential Employee Pay.**

1. Any employee who is required by the Department Head to physically report to or remain at a County work site during a period when the County Manager has closed operations and offices due to hazardous conditions will receive an additional \$3.00 per hour for each hour actually spent working during the employee's scheduled hours.

**ARTICLE 9. MEDICAL AND DENTAL INSURANCE**

**A. Cafeteria Plan.**

1. The County will continue to maintain access to health insurance and will allow employees to choose benefits based on their individual needs.
2. The County will provide eligible employees with core medical, dental, vision and individual life insurance coverage, and provide contributions which will vary depending on the plan and coverage levels selected.
3. Medical coverage may be waived by employees that can provide acceptable proof of similar coverage through another source. Approval for the waiver of medical coverage will be at the County's sole discretion. The employee will be required to enroll in mandatory dental/vision/life insurance coverage.



**B. Contribution Toward Health Benefit Package.**

Offered medical plans will be determined by the County, based upon input from the benefits committee as outlined in Section “C” below. Medical coverage must be purchased unless waived pursuant to A(3) above.

Prior to January 2024, County contributions to medical coverage will remain at the amounts in place for calendar year 2023. Effective January 2024, the County contribution to medical coverage will be as follows:

1. 100% of the employee only premium cost of the lowest premium plan offered or 90% of the employee only premium of any other plan offered.
2. If the employee chooses any insurance coverage other than employee only (employee plus spouse, children, or family) the County will pay 75% of the premium cost of the lowest premium plan offered or 65% of the premium cost of any other plan offered.
3. Dental. County contribution to coverage to dental premiums will be as follows:
  - a. 100% of employee coverage
  - b. 0% of dependent coverage
4. Vision. County contribution to coverage to vision premiums will be as follows:
  - a. 100% of employee coverage
  - b. 0% of dependent coverage
5. Basic Life/ADD. County contribution to coverage to basic life premiums will be as follows:
  - a. 100% of employee coverage
  - b. 0% of dependent coverage

**C. County Benefits Committee.**

Four representatives from DCEA will serve as members of the Advisory Employee Benefit Committee in accordance with the established bylaws.

**D. Monthly Contribution in Lieu of Core Medical Package.**

Any employee who obtains a waiver of medical coverage pursuant to A(3) above will receive a monthly contribution of \$350 from the County. If medical coverage is waived, the employee will be responsible for the full cost of mandatory dental and vision coverage and will not be eligible for County contributions toward dental and vision premiums.

**ARTICLE 10. HOURS**

**A. Emergency.**

For the purpose of Article 10, an “emergency” exists only when the County Manager, or his or her designee, determines an operational emergency exists.

**B. Work Hours.**

The work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of a meal break. An employee's work week will be five consecutive calendar days, unless the operational needs of the County require otherwise. Each employee shall be assigned regular work days with regular starting and quitting times. Work hours shall not be changed without five calendar days' prior notice unless: 1. mutually agreed upon by employee and supervisor or 2. in the case of an emergency as defined in subparagraph A.

**C. Alternate Work Hours.**

Alternate work schedules may be adopted by individual appointing authorities with the approval of the County Manager.

**D. Rest Periods.**

Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half work shift of four hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting 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. Employees are required to take a minimum 30 minute unpaid meal break exclusive of the scheduled eight hour work period.

**E. Call Back Defined.**

"Callback Pay" is defined as compensation earned for returning to duty after an employee has completed his/her regular shift and is requested to return to duty with less than 12 hours' notice to respond, except for any employee who is: (1) called into work while on standby status, (2) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (3) called back to work if the employee's work begins one (1) hour or less before or after his/her scheduled work shift.

**F. PERS Reporting.**

Call Back pay will be reported to the Public Employees Retirement System ("PERS") in accordance with the Official Policies of PERS.

**G. Call Back Minimum.**

When it is necessary to call-back any employee, the employee shall be paid at a rate of time-and-a-half (1.5x) for a minimum of two (2) hours, even if the employee actually worked less than two (2) hours. If a call-back exceeds two (2) hours, the employee shall be paid for the time actually worked. It is further presumed that there will be no overlapping of premiums in that if an employee works less than two (2) hours on the initial call-back and then is called back on a second time during the initial two hour period, he/she will not be entitled to additional pay at a rate of time-and-a-half (1.5x) unless the total time worked for both call-backs exceeds two (2) hours. In such cases, the employee shall be paid for the total

hours worked. Nothing in subparagraph F above alters the County's obligations pursuant to this subparagraph.

## **ARTICLE 11. OVERTIME**

### **A. Defined.**

Overtime is that time actually worked as authorized and directed by management which exceeds forty (40) hours in the work week. For purposes of this Article, Holidays, Annual Leave, and Sick Leave taken by an employee shall be considered as time actually worked.

### **B. Overtime Compensation.**

Employees who have worked overtime during a work week shall receive compensation at the rate of one and one-half (1½) times the regular rate of pay.

### **C. Budgetary Constraints.**

Nothing in this Article shall prohibit or limit a department's ability to schedule or reschedule an employee's work hours in order to operate within the confines of budgetary constraints.

### **D. Compensatory Time Off (CTO).**

1. *Accumulation.* In lieu of overtime pay, and if offered by management, an employee may elect to receive compensating time off (CTO) at the rate of time and one-half for such overtime hours worked. A maximum of two hundred (200) hours may be banked at any one time.
2. *Use of CTO.* An employee may use CTO by requesting such time off and having it approved in advance. A supervisor may require an employee to utilize any CTO bank before granting the use of annual leave.
3. *Pay off of CTO Bank.* The County may pay off all or part of an employee's CTO bank at any time at the employee's current straight time rate of pay.

## **ARTICLE 12. LEGAL HOLIDAYS**

### **A. Defined.**

The following are paid holidays for County employees:

1. New Year's Day (January 1)
2. Martin Luther King's observed birthday (the third Monday in January)
3. President's observed birthdays (the third Monday in February)
4. Memorial Day (the last Monday in May)
5. Juneteenth (June 19)
6. Independence Day (July 4)
7. Labor Day (the first Monday in September)
8. Nevada Day (the last Friday in October)
9. Veteran's Day (November 11)
10. Thanksgiving Day (the fourth Thursday in November)
11. Family Day (the Friday following the fourth Thursday in November)

## 12. Christmas Day (December 25)

In addition to the above paid holidays, any other day is a paid holiday if designated by the President of the United States, the Governor of Nevada or the Board of County Commissioners.

Employees working a Monday through Friday schedule will observe New Year's Day, Juneteenth, Independence Day, Veteran's Day, and Christmas Day on the Friday preceding the holiday whenever the holiday occurs on a Saturday or on Monday following the holiday whenever the holiday occurs on a Sunday.

Employees who work day, swing, or graveyard shifts in seven-day a week, twenty-four (24) hours per day departments will observe all holidays on the date of the actual holiday.

### **B. Holiday on Leave.**

If a holiday falls during an employee's leave, it will not be charged as leave.

### **C. Holiday on Scheduled Day Off.**

Should a holiday fall on an employee's regularly scheduled day off, at the appointing authority's discretion, the employee will be compensated either by receiving 1) an additional maximum of eight (8) hours pay at their straight time rate (payment of these hours will not be defined or recognized as hours worked); or 2) an additional day off with pay during the week of the holiday. Holiday pay will be prorated for part-time employees. In work weeks containing a holiday, employees scheduled to work four day ten-hour shifts per work week or other scheduled shifts will only receive eight hours of holiday pay. Work schedules will be modified by mutual agreement with the employee and Department Heads or Elected Official to allow for completion of a forty-hour work week.

### **D. Pay for Either Holiday Worked or Holiday Observed.**

Should an employee be required to work on a holiday, the employee will receive eight (8) hours of holiday pay and one and a half times the employee's regular rate of pay for actual hours worked. An employee that does not work on a holiday will receive holiday pay for one eight-hour paid holiday (or a part time equivalent consistent with paragraph C above) at the employee's regular rate of pay.

## **ARTICLE 13. ANNUAL LEAVE**

### **A. Accrual.**

All Association employees who are employed on a continuous full-time basis shall accrue annual leave credits on the basis of the schedule below. Part-time employees (30 hours - 39 hours per week) shall earn annual leave on a prorated basis based on the number of hours worked in the pay period.

Only regular hours paid shall affect annual leave accrual.

**CONTINUOUS SERVICE HOURS EARNED/ MAXIMUM HOURS/YEAR  
HOURS PAID**

Hiring date through 4th years	.0577	120
5th through 9th years	.0750	156
10th through 14th years	.0813	169
15th through 19th years	.0860	179
20th years and after	.0962	200

**B. Accrual During Probation.**

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

**C. Request and Authorization.**

An employee should provide their supervisor with as much advanced notice as possible regarding a request to use annual leave. A supervisor will approve or deny the request within seven (7) calendar days unless unique circumstances exist. Should the employee's request be denied, the employee should be given a reason for the denial so the employee can propose a reasonable alternative for consideration.

**D. Payment on Separation.**

Employees who have completed at least six (6) months of continuous service and leave the County service shall be paid for any accrued annual leave upon their separation of employment.

**E. 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 hours of annual leave earned or accrued multiplied by the deceased employee's base rate of pay.

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

The maximum amount of annual leave that may be carried over to the following calendar year is two hundred forty (240) hours. All annual leave not taken in excess of two hundred forty (240) hours will be forfeited at the end of the last biweekly pay period of the calendar year.

**G. Cash Out.**

1. Up to eighty (80) hours which would be forfeited as described in subsection F because the employee was unable to use the hours, due to unique circumstances, may be eligible for cash out upon written request by an employee and approval of the County Manager. Hours which are cashed out will be paid in January of the following calendar year at a rate of 50% of the employee's base rate of pay at the time of payment.

2. The written request must be submitted by the employee to the appointing authority no later than December 31<sup>st</sup> of each year and include an explanation of the reasons the leave was not utilized during the course of the calendar year. If the appointing authority agrees with the request, the request will be routed to the County Manager for review and approval, partial approval, or denial.
3. In order to qualify for cash out of annual leave the employee must have taken at least eighty (80) hours of annual leave or compensatory time off during the calendar year.

## **ARTICLE 14. SICK LEAVE**

### **A. Entitlement.**

All employees who are employed on a continuous, full-time basis shall be credited with sick leave according to the schedule below. All employees who are employed on a continuous part-time basis shall be credited with sick leave according to the schedule in subparagraph B below on a prorated basis.

### **B. Sick Leave Accrual.**

1. Employees that are employed on a continuous full-time schedule, shall accrue sick leave at an annual rate of ninety-six (96) hours.
2. Part-time employees working thirty (30) hours a week or more shall earn sick leave hours at a pro-rated amount based on the number of hours worked. By way of example, an employee who works thirty (30) hours per week on a continuous basis shall be credited with sick leave at a rate equivalent to seventy-five percent (75%) of the rate at which a full-time employee is credited with sick leave.

### **C. Maximum Accrual.**

Employees may accrue sick leave hours to a maximum total accumulation of 800 hours. Employees who have 800 hours of sick leave shall continue to accrue an additional ninety-six (96) hours only during that calendar year. All sick leave hours not taken in excess of the maximum total accrual amount will be forfeited at the beginning of the first full pay period of the subsequent calendar year.

### **D. Authorization of Usage.**

Employees are entitled to use sick leave to attend a medical appointment or in the event of a bona fide illness of an employee or member of the employee's immediate family. Paid sick leave is subject to approval by the appointing authority or his/her designee.

1. Immediate Family Defined. "Immediate Family" is defined as spouse, registered domestic partner, parent, brother, sister, child, step-child, foster child, child under legal guardianship, grandparent, grandchild, or corresponding relation by affinity of the employee. In the case of any other relative of the employee, the applicable appointing authority may authorize

such sick leave and must notify the Human Resources Manager in writing of the approval.

2. Reporting Requirements. Whenever possible, employees are expected to report any absence and the reason therefore to the employee's supervisor one (1) hour prior to when the employee's normal work shift commences. Failure to do so may cause the absence to be deemed an unexcused absence, unpaid leave, and subject the employee to discipline. If the employee's supervisor is unavailable, the employee should notify the next supervisor in the chain of command or department. If nobody in the department answers the telephone, the employee may leave a message.

**E. Certificate of Illness.**

Physician certificates may be required by the County when there is an absence in excess of three (3) consecutive work shifts or whenever there is reason to believe that sick leave is being abused or the absence is questionable. An employee may be required to be examined by a physician selected by the County for verification purposes at the County's expense. In the event of family/personal medical leave, the employee will complete the appropriate authorization form supplied by Human Resources in accordance with County policy. If an employee becomes ill or injured during annual leave of three (3) or more consecutive work shifts, the time will be recorded as sick leave only if it is substantiated by a written certification issued by the employee's treating physician.

**F. Bereavement.**

In the event of death of an immediate family member as defined in Paragraph D(1) of this Article, the employee shall be entitled to take thirty-two (32) hours of leave for the purpose of attending a funeral or other last rites. Such leave shall be charged to sick leave, or to any other appropriate leave absence, including leave without pay if no paid leave is accrued.

**G. Family Medical Leave Act.**

Family medical leave for employees shall be governed by the provisions of the Federal Family Medical Leave Act ("FMLA"). Nothing in this section is intended to extend to County employees any rights or benefits not extended in that law. Employees utilizing FMLA leave must concurrently utilize sick leave or leave from their CTO banks; the employee may choose which type of leave to utilize or the order in which to utilize them. If the employee's sick leave and CTO bank are exhausted, the employee must then concurrently utilize annual leave with FMLA leave. An employee may take unpaid FMLA leave and not be required to utilize all of their annual leave in order to reserve up to eighty (80) hours of annual leave for future use.

**H. Sick Leave Payoff.**

1. Upon the employee’s death or retirement, if an employee has a minimum of 300 hours in his or her sick leave bank, the employee is eligible to receive payment for any accrued sick leave hours.
2. Employees shall be compensated based on the employee’s continuous years of service to Douglas County, up to a maximum of 800 hours, as a percentage of their sick leave balance as follows:

<u>Continuous Years of Service</u>	<u>Percentage of Sick Leave Balance Paid</u>
0-14	- 0 -
15-19	50%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more years	100%

An employee who wishes to convert compensable sick leave to PERS retirement credits must contact PERS prior to retirement.

**I. Catastrophic Leave.**

1. Employees covered by this Agreement who require additional leave time for FMLA-qualified leave may request additional leave time through notification to the Association executive board. Employees will be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated CTO and/or annual leave during any calendar year to a qualifying employee who has exhausted their leave banks.
2. All donations to the requesting employee will only be donated from the donor’s annual leave or CTO banks in one-hour increments at the donating employee’s base rate of pay in order to determine the number of hours the donor’s time represents to the requesting employee. Any unused donated time will be returned to all donors on a prorated basis after being recalculated. No employee will receive more than 480 cumulative, donated hours in a rolling 12-month period.
3. The Association executive board is allowed to post an email on the County’s email system to all employees requesting donations of annual leave or CTO on behalf of an employee. The Association will submit the email to the County’s Human Resources Department for its review and approval at least three (3) work days prior to an email being sent to County employees.



## **ARTICLE 15. WORKERS COMPENSATION**

### **A. Injury on Duty.**

Any Association employee who suffers an industrial injury out of or in the course and scope of the employee's employment for the County and is being compensated for total temporary disability benefits (TTD) for an accepted workers' compensation claim shall be entitled to benefits pursuant to NRS Chapters 616A-D and as set forth in this Article. Any injury sustained by the employee while engaging in an athletic or social event sponsored by the County shall be deemed not to have arisen out of or in the course and scope of employment unless the employee received compensation for hours worked from the County for participating in such event.

### **B. Excess to Worker's Compensation.**

For employees injured on duty and accepted for worker's compensation benefits which exceed 40 regularly scheduled hours the County will provide excess workers' compensation until said employee is released from TTD or has received 90 total calendar days of the excess workers' compensation benefit per claim, whichever is first. Excess workers' compensation shall be defined as the difference between the employee's current base wage and the calculated TTD wage pursuant to NRS Chapters 616A-D. The employee's TTD wage and County excess workers' compensation will not exceed the employee's current base wage. During the 90 calendar days no employee leave deduction (sick, annual, or CTO) will be used to supplement worker's compensation benefits. If the period of TTD exceeds 90 calendar days or otherwise falls outside of this time period, the employee, at his or her option, may continue to supplement TTD payments by utilizing accrued sick, annual or CTO leave. Once such accrued sick, annual and CTO leave time is exhausted, the employee will only receive the employee's workers' compensation salary entitlement pursuant to NRS Chapters 616A-D. The employee must follow all prescribed written safety policies and procedures to qualify for excess workers' compensation (e.g., wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions).

### **C. Rights Protected.**

Nothing in this Article shall limit an employee's or the County's rights under the industrial injury provisions of State Law.

## **ARTICLE 16. LEAVES OF ABSENCE.**

### **A. Leaves of Absence Without Pay.**

1. *Eligibility.* Leave without pay (LWOP) may be granted only to an employee who desires to return to the County's service after the period of leave and does not have annual, sick or CTO leave available.
2. *Short-term Leave.* LWOP of less than thirty (30) days may be granted if the leave will not impact the department's ability to provide services, efficient

operations, and is deemed to be for the good of the public service as determined by the appointing authority, in his/her sole discretion. When such leave is granted, the appointing authority shall notify Human Resources and the employee in writing.

3. *Long-term Leave.* For a period of thirty (30) days or more, LWOP may be granted by the County Manager in his/her sole discretion. An employee cannot be on LWOP for more than twenty-six (26) consecutive weeks. During the period of LWOP the employee shall retain his/her status as a public employee, including his/her rate of pay, leave and benefits accrued prior to the LWOP. When such leave is granted, the County Manager shall notify Human Resources and the employee in writing.
4. *Family Medical Leave.* If an employee is on FMLA in accordance with Article 14(G), and the employee has exhausted all accrued leave, in accordance with Article 14(G), he/she will be placed on LWOP for the remainder of the approved FMLA leave.
5. *Elected Benefits.* Arrangements regarding employee's payment of dependent medical/dental insurance premiums and/or to his or her voluntary deductions, if continuity is desired, must be made with Human Resources prior to starting LWOP. The failure of the employee to make the payment shall result in cancellation of the coverage.

#### **B. Leave of Absence With Pay.**

Leave with pay for an appropriate period may be granted by:

1. The Board of County Commissioners upon written petition by an employee; or
2. The appointing authority under the following conditions:
  - a. When an employee serves on a jury or as a witness in court, provided the jury and witness fees earned on an employee's regular workday are reimbursed to the Employer;
  - b. When it is impractical for a registered voter to vote before or after the employee's normal working hours;
  - c. When an employee acts as a volunteer fireman or similar service for protection of life or property; and
  - d. When operationally necessary and deemed in the best interest of the County.

#### **C. Military Leave.**

1. An employee, who is an active member of the National Guard or reserve component of the United States Armed Forces, must notify the County of their active status upon their hire date or immediately upon activation. The employee shall make his/her status known to the County and must provide any known obligations to those responsible for staffing with as much advance notice as practicable regarding any known obligations. An employee must provide a minimum of 30 days in advance notice except during times of military conflict or other emergency activations when such notice is impossible or unreasonable based on the guidelines set forth

through the Uniformed Services Employment and Reemployment Rights Act, as amended.

2. An employee who is an active member of the National Guard or any reserve component of the United States Armed Forces shall, upon request, be relieved from his/her duties to serve orders for military duty, without loss of pay or accrued leave for a period not to exceed fifteen workdays in any calendar year.

## **ARTICLE 17. GRIEVANCE PROCEDURE**

### **A. Definitions.**

1. *Grievance.* A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of Employer Rights and Responsibilities (Article 7) is not grievable. Grievances arising out of disciplinary actions are covered by Article 19, Employee Disciplinary Procedures.
2. *Grievant.* A grievant is an employee or group of employees in the unit who file a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and will be represented by a single grievant.
3. *Day.* For the purpose of this Article "Day" means a calendar day. In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included and the designated period of time expires at 5:00 p.m. on that day, unless it is a Saturday, a Sunday, or a County holiday, in which event the period runs until 5:00 p.m. on the next day which is not a Saturday, a Sunday, or County holiday.

### **B. General Provisions.**

1. If a grievant/appellant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance is settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with an answer within the given time period, the existing decision stands and the grievant may appeal to the next higher level.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of Service must be accomplished by certified mail or personal service.
6. If the grievant is not represented by a representative of the Association, the Association must be notified of the intended settlement of any Formal Level grievance prior to the settlement being finalized for the purpose of allowing

Association input into its terms. If the Association does not provide a written response within ten (10) days after notification, the opportunity to respond is waived and the proposed settlement shall be implemented and the matter closed. If a timely written response is made, the Employer's representative will consider the Association's input prior to the settlement of the grievance. If on the basis of the Association's input, the grievant/appellant desires to exercise the further remaining avenues of appeal, the appeal will be considered timely if the grievant files the appeal within ten (10) days of the Association's written response to the County.

### **C. Process.**

1. *Informal Level.* Within ten (10) days from the event giving rise to a potential grievance or from the date the employee could reasonably have been expected to have had knowledge of the event, the employee may orally discuss the problem with his/her immediate supervisor. The supervisor has ten (10) days to give an answer to the employee.

2. *Formal Levels.*

Level 1: If the employee did not avail himself or herself of the informal level or is not satisfied with the resolution proposed at the informal level, the employee may:

- a. Within ten (10) days from the event giving rise to a potential grievance or
- b. Within ten (10) days from the date the employee could reasonably have been expected to have had knowledge of the event or
- c. Within ten (10) days of receipt of the informal answer

file a formal written grievance with his/her department head containing a statement describing the grievance, the section of this Agreement allegedly violated, and the remedy the grievant has requested. The department head (or designee) will, within ten (10) days of receipt of the written grievance, give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer of the department head or his/her designee, the grievant may, within ten (10) days from the receipt of the department head's answer, file a written appeal to the County Manager. Within ten (10) days of the County Manager's receipt of the grievant's written appeal, the County Manager or his/her designee must investigate the grievance and hold a meeting with the concerned parties. A written answer to the grievant must be provided within ten (10) days of the meeting. The answer is final and binding unless the grievant, through the Association, notifies the County Manager of his/her intention to appeal to the External Hearing Officer (EHO) as provided in Article 18 of this Agreement by filing a Notice of Intent to Arbitrate with the Human Resources Manager within fourteen (14) days of receipt of the County Manager or his/her designee's answer.

## **ARTICLE 18. EXTERNAL HEARING OFFICER**

### **A. Designation.**

The External Hearing Officer (EHO) shall be designated by the parties after requesting a list of qualified arbitrators, from the American Arbitration Association, or the Federal Mediation & Conciliation Service. The parties shall strike names from the list until a final name remains.

### **B. Costs.**

The fees and expenses of obtaining and employing the EHO and of a court reporter, if used, shall be shared equally by the Association and the Employer. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.

### **C. Timely Hearings and Decisions.**

The EHO shall set the matter for hearing in a timely manner. The EHO's decision shall be rendered within thirty (30) days from the date of hearing and shall include his/her findings of facts on the issue(s) submitted.

### **D. Effect of Decision.**

Decisions of an EHO on grievances properly before him or her will be final and binding unless the award will cost the County more than \$100,000. In the event the award does exceed \$100,000, the decision will be advisory to the County Board of Commissioners. The Board will make the final decision, which in its discretion it deems proper after review of the EHO's report or conducting further investigation as it sees fit. If the Board has taken no action after having been in receipt of an EHO's decision for thirty (30) days, the decision of the EHO will become final and binding. Decisions of the External Hearing Officer on disciplinary appeals properly before him/her will be final and binding on both parties.

### **E. Authority of EHO.**

No EHO shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this represented Association and unless 1) such dispute falls within the definition of a grievance as set forth in Section A. 1. of Article 17 Grievance Procedure, or 2) unless such dispute involves disciplinary suspension(s) within the same calendar year exceeding forty (40) working hours, demotion, or discharge as set forth in Article 19, Employee Disciplinary Procedures, and has been processed in accordance with all provisions thereof and herein.

### **F. Matters Subject to EHO Procedure.**

Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be grievable nor submitted to an EHO 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. Likewise, no grievance arising out of the exercise of Article 7, Employer Rights and Responsibilities, shall be submitted to this procedure.

**G. Rules of Evidence.**

Strict rules of evidence shall not apply. However, rules of evidence and procedures for conduct of hearings shall be guided by the standards in the American Arbitration Association's voluntary arbitration rules or the Nevada Administrative Procedure Act, NRS 233B.123.

**ARTICLE 19. EMPLOYEE DISCIPLINARY PROCEDURES**

**A. Basis for Disciplinary Action.**

The tenure and status of every Association employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet these standards may be grounds for appropriate disciplinary action. Disciplinary action will be for just cause and may, in addition to the causes set forth in the Personnel Ordinance and Policies, be based upon any of the following grounds: failure to fully perform required duties, insubordination, failure to comply with or abuse of County or departmental policies or rules, unexcused absences, misuse or abuse of Employer property or equipment, substandard job performance, commission of a felony or other crimes involving moral turpitude or which are incompatible with public service, or commission of other acts which are incompatible with service to the public. The employee rights of this article do not apply to probationary employees, except for paragraphs H and I.

**B. Types of Discipline.**

The following procedure will apply when, in the judgment of the employee's supervisor, an employee has committed an act or omission which justifies a written reprimand, demotion, suspension without pay, or discharge/termination. Disciplinary action will normally progress from the least to the most severe; however, nothing in this article requires this progression in cases where more severe disciplinary action is appropriate.

**C. Response to Written Reprimand.**

1. An employee who receives a written reprimand is afforded the right to have his or her written response attached to the written reprimand and placed in the employee's personnel file. The written response must be submitted before the end of the fourteenth (14<sup>th</sup>) calendar day following the employee's receipt of the reprimand. If an employee submits a written response, he/she may forward a copy of the response to Human Resources and the County Manager.

2. An employee may also request to meet with the appointing authority of their department to discuss the written reprimand and the employee's written response. Such a request must be made before the seventh (7<sup>th</sup>) calendar day following receipt of the written response, and the meeting must be scheduled before the fourteenth (14<sup>th</sup>) calendar day following the request. No written response by the County will be required following a meeting regarding a written reprimand.

**D. Notice of Proposed Disciplinary Action for Demotions, Suspensions, Discharges/Terminations.**

A management representative must advise the employee in writing of the proposed disciplinary action. The written statement must contain:

1. A description of the events which necessitated the proposed demotion, suspension or discharge/termination.
2. A statement of the charges and the date of the proposed action.
3. Notification that the employee may review or make copies of available materials leading to the demotion, suspension or discharge/termination.
4. The right of the employee to meet with the appointing authority and to submit in writing his or her response to the proposed action no later than the tenth (10<sup>th</sup>) calendar day following receipt of the notice. The time limit may be extended by mutual written agreement.
5. Notice that if no response is received by the appointing authority from the employee or his/her representative within the time period as outlined in this article, the County may impose the discipline as proposed and the employee waives all rights to appeal.
6. Notice that the employee has a right to be represented by the Association.
7. Notice that if the proposed disciplinary action is a suspension or discharge/termination of employment, the employee may be placed on unpaid administrative leave pending the issuance of discipline.

**E. Employee's Response and Meeting.**

An employee's opportunity to respond to the appointing authority although essential to the process, is not intended to be an adversary hearing. The employee may:

1. Present witnesses in support of his or her opposition to the proposed demotion, suspension, or discharge/termination.
2. Be represented by the Association during this process.

The limited nature of this response does not preclude management's authority to initiate further investigation based upon the employee's version of the facts.

**F. Employer Action.**

The appointing authority, after taking into consideration any written response or meeting, will issue a written decision indicating no discipline will be implemented, or will issue discipline which includes the specific charges against the employee and the effective date of the demotion, suspension, or discharge/termination.

1. The discipline must be mailed, sent by electronic mail, or be personally delivered to the employee no later than ten (10) calendar days after the meeting with the employee or receipt of his/her response, whichever is later.
2. The discipline must clearly inform the employee of the right to request an appeal hearing in accordance with subsection G.
3. If the proposed discipline is not implemented the employee must be made whole for any unpaid administrative leave.

4. If the proposed discipline is reduced, any unpaid administrative leave served will be applied to any issued discipline of suspension.

#### **G. Appeal Procedure.**

This appeal procedure applies to cases of demotion, suspension without pay, or discharge/termination.

1. If the employee does not file a written appeal within ten (10) calendar days of the discipline issued in section F, the disciplinary action is considered conclusive.
2. Any appeal must state the errors claimed, issues, arguments, summary of anticipated testimony and legal authorities upon which the employee may rely, and include any documents or exhibits the employee wishes to be considered. The appeal must be submitted to the County Manager and Human Resources Director by mail, electronic mail or personal service.
3. Following receipt of the appeal, the County Manager or his/her designee will review the discipline and written appeal submitted by the employee and hold a meeting with the concerned parties within fifteen (15) calendar days. A written decision will be provided to the employee and the Association representative, if any, within ten (10) calendar days of the meeting.
4. The decision is final unless the employee files a written Notice of Intent to Appeal to an External Hearing Officer (EHO) with the County Manager and Human Resources Director within ten (10) calendar days of receipt of the decision.
5. Appeals of any disciplinary suspension, which when combined with previous disciplinary suspensions during the same calendar year total fewer than forty (40) working hours, are not eligible for appeal to the EHO.

#### **H. Investigatory Interviews.**

An employee about to undergo an investigatory interview may be accompanied by an Association representative and reasonable notice will be given. Reasonable notice means notification eighteen (18) hours prior to the actual meeting except when circumstances may require a prompt investigatory interview or the notice period is waived by the employee.

#### **I. Notice of Behavior.**

No document will be placed in an employee's personnel file(s) unless a copy has been presented to the employee and he/she has signed the original. An employee's signature on the original indicates the employee has received the document and does not signify that the employee agrees with the content thereof.

### **ARTICLE 20. REDUCTION IN FORCE**

#### **A. Procedure.**

If, due to lack of funds, lack of work, enhanced efficiency, or curtailment of operations it is necessary to reduce the Employer's work force, the appointing authority will determine the classifications and number of employees to be



reduced. Layoffs within a classification will proceed in ascending order of seniority within the department, provided that the remaining employee(s) within that classification have demonstrated the ability to effectively perform the required work. Ability shall be determined based on the affected employee's most recent performance evaluations. For layoff purposes, seniority shall first be based on the amount of continuous service within all operations of County government. If seniority is equal, the employees to be laid off shall be determined by "past performance." No regular full-time employee shall be laid off or demoted while there are temporary or probationary employees serving in the same classification in the County, provided they are fully qualified to do the remaining work required to be performed as determined by the County.

**B. Notice.**

All regular employees due to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date. After the County has notified the employees who are to be laid off, the County will provide a list of such employees to the Association along with the applicable seniority list(s). The Association may request to meet and discuss the layoffs with the County.

**C. Demotion In-lieu of Layoff.**

In lieu of being laid off, an employee may elect demotion to any class of a lower maximum salary within the same class series if such demotion is deemed feasible by the Employer. An employee who elects demotion in lieu of layoff shall be reinstated to his/her former class once the former position becomes available, provided, however, the employees would be next hired according to reverse order of layoff. The commitment will extend for eighteen (18) months beyond the date of demotion.

**D. Reemployment.**

The names of regular employees laid off shall be placed on the reemployment list within the department which laid off the employee for the class or position involved in reverse order of termination. The names of the regular employees laid off will also be placed on a County-wide reemployment list in reverse order of termination and in the event there is a position in the County for which the employee is qualified, he/she may be offered that position with the approval of the hiring authority. The commitment will extend for eighteen (18) months beyond the date of layoff; provided any employee who fails to maintain updated contact information with the County or fails to respond to any inquiry from the County pursuant to this Article will be dropped from the reemployment list and forfeit all rights under this Article.

**E. Restoration of Benefits.**

Employees who are reemployed within eighteen (18) months after they are laid off will be entitled to reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff. These employees will resume the accumulation of continuous service credit and retain all previously accrued seniority rights, losing only the time when they were in the laid off status.

## **ARTICLE 21. CLASSIFICATIONS AND EMPLOYEE STATUS**

### **A. New and Changed Classifications.**

The County shall notify the Association, in writing, of any proposed new or changed job title classifications, if the new classification would be eligible for DCEA membership or if the changed classification results in a position being removed from DCEA membership. The Association may request a meeting to discuss the changes with the County. Such meeting shall be scheduled within fourteen (14) days of the request and all actions related to the discussions completed within thirty (30) days following original notice from the County.

### **B. Reclassification.**

1. When there has been a change in the duties and/or responsibilities of a position, the affected employee may, at any time, request in writing a job audit through his/her appointing authority. The employee must be notified in writing of any action to be taken by the County, including a short summary of the job audit, within a reasonable period of time not to exceed sixty (60) days of the employee's request.
2. If a reclassification results in an employee's position being downgraded to a lower pay grade, and the employee's current wage is within the new, lower pay grade, there will be no change in the employee's pay. If the employee's wage is higher than the new pay grade maximum, the employee's wage will not be reduced. No pay increase will be granted to such an employee as long as the employee's wage is at or above the top of the new pay grade. If the employee's wage is currently below the minimum of the new pay grade, the employee's salary will be increased to meet the minimum of the pay grade.

### **C. Transfers.**

When an employee is transferred to another classification at the same pay grade, the employee shall continue at his/her current rate of pay. The employee will not be subject to a probationary period.

### **D. Promotions.**

When an employee is promoted to a position in a higher pay grade, the employee shall be placed at the minimum of the new pay grade or shall receive a 10% increase of the employee's current base wage, whichever is greater.

1. An employee may receive a wage increase greater than 10% if the appointing authority believes the increase is necessary and obtains authorization from the County Manager. Any wage increase resulting in a wage greater than the midpoint of the new pay range must be approved by the Douglas County Board of Commissioners.
2. Any new pay rate, upon promotion, must not exceed the maximum rate of the new pay range.

3. Should the promotion occur concurrently with the employee's eligibility for a merit salary increase, the merit salary increase must be included in the base wage before the 10% promotion increase is calculated.

**E. Progression within Job Families.**

Certain classifications fall within job "families." Examples that illustrate job families for the Association include, but are not limited to: 1. Building Inspector I to Building Inspector II and 2. Utility Systems Technician Trainee to Utility Systems Technician I to Utility Systems Technician II. Employees may progress within their job family at any time if the employee's supervisor has determined that the employee has acquired the necessary certifications/education/licenses, skills, and abilities of the higher-level classification within the job family. If the job progression occurs at the time of the employee's annual performance evaluation, then the pay grade adjustment associated with the job progression will occur after the merit salary increase adjustment. If the employee's salary is below the minimum salary of the higher pay grade, the employee will receive a change in salary to the minimum of the new pay grade. If the employee's salary falls within the range of the new pay grade, the employee will remain at their current rate of pay. Progression within a job family is not a promotion, thus the employee's anniversary date will not change nor will the employee be subject to a probationary period.

**F. Demotions.**

An employee reassigned by management to a position in a classification in a lower pay grade, regardless of the reason (disciplinary, voluntary, in lieu of a layoff, for reasons of disability or incapacity, etc.) will receive a salary reduction commensurate with the specific job duties as determined by the County. An employee reassigned to a position in a lower classification because of a reorganization will receive a salary reduction of no more than 15% from the employee's current salary at the time the reorganization is implemented. The anniversary date for future salary increase consideration changes shall be the date of demotion in accordance with County policy for demotions.

**G. Probationary Period.**

1. *Initial Probation.* Upon initial appointment, all unit employees will serve a probationary period of twelve (12) months, during which time the employee may be dismissed without cause or right of appeal. The supervisor will give the employee a performance assessment at the end of six (6) months of employment. The County will provide tools to supervisors to encourage ongoing feedback regarding performance of new hires. Failure to give an employee an assessment after six (6) months of employment is not grounds for ending the probationary period nor does it affect the employee's probationary status.
2. *Promotional Probation.* Upon promotion to a classification in a higher pay grade, a unit employee will serve the standard twelve (12) month probationary period. The supervisor will give the employee a performance assessment at the end of six (6) months.

- a. *Employees who had regular status in previous position.* An employee who fails to pass probation, or who voluntarily requests demotion, and who had status as a regular non-probationary employee in a previous classification, will have a right to return to a position in that classification, if available. Such removal from the higher classification is without cause or right of appeal.
  - b. *Employees who do not have regular status in a previous position.* An employee who fails to pass probation and has no regular employment status in another classification in the County, will be dismissed from employment without cause or right of appeal. An employee who has not successfully completed an initial probationary period in his or her previous classification, does not have a right to return to that previous classification.
3. *Extension of Probation.* Should an employee be absent from work for a cumulative period of 30 working days or longer during a probationary period, the probation may be extended in writing by the appointing authority by the equivalent amount of time the employee was absent from work. Any extension of probation will not change an employee's anniversary date.

## **ARTICLE 22. LABOR MANAGEMENT COMMITTEE**

### **A. Representatives and Function.**

A committee of two (2) representatives of the County and two (2) representatives of the Association shall meet upon the request of either party. The meetings will be held at mutually agreed times and places, and shall be for the purpose of:

1. Discussing the administration of this Agreement.
2. Exchange of general information of interest to both parties.
3. Giving the Association representatives the opportunity to share the views of their members or make suggestions on subjects of interest to their members.
4. Improving County services.
5. Increasing efficiency and effectiveness of County operations.

### **B. Notice of Issues.**

Any issues to be discussed shall be provided in advance by the requesting party to the other party at least seventy-two (72) hours prior to the scheduled meeting.

### **C. Recommendations.**

Any conclusions or mutual recommendations of this Committee shall be documented.

### **D. Advisory Function.**

The Labor Management Committee shall be advisory only and shall not engage in collective bargaining or reach any agreements to amend the contract.

**E. Chairperson.**

The initial Chairperson shall be an Association representative and thereafter the Chair shall rotate at six (6) month intervals between the Association and the Employer.

**F. Attendance by Other Persons.**

Additional persons may attend the Labor-Management meetings at the request of either party to present information to the committee members.

**ARTICLE 23. UNIFORM ALLOWANCE**

**A. Uniforms.**

Association personnel required to wear uniforms shall be provided with those uniforms by the County, as well as with uniform accessory clothing reasonably necessary to keep the employee comfortable in the work environment. If the County provides uniforms through a uniform service (outside contractor), the County will cover the cost to clean the uniforms on a schedule determined by the department. If the County purchases uniforms, Association personnel are responsible to clean the uniforms. The County agrees to meet and confer with the Association prior to implementing changes to the County Uniform Policy. It is the responsibility of each employee to wear proper, OSHA compliant, attire where applicable.

**B. Safety Footwear.**

Where steel-toed, non-slip, or other specialized safety footwear is required for County duty as determined by the Department Head, the County will provide a footwear stipend of two hundred fifty dollars (\$250.00) annually in October. It is the responsibility of each employee to wear proper, OSHA compliant, footwear where applicable.

**C. Protective Apparel.**

Where foul weather gear or other protective apparel is required for County duty, as determined by the Department Head, the County will provide the necessary gear.

**D. Personal Property.**

Upon approval of the employee's supervisor or Department Head, the County will reimburse an employee for the cost of repairing or replacing mobile telephones, watches, or prescription eyeglasses/contact lenses that were damaged or stolen while the employee is performing his/her duties, within twenty-four (24) hours notification of the loss to the Department Head or supervisor as follows:

1. Watches up to \$50;
2. Mobile telephones up to \$500; and,
3. Prescription eyeglasses/contact lenses up to \$200.
4. The employee shall provide a notice of loss form prior to any reimbursement under this section.

## **ARTICLE 24. TUITION REIMBURSEMENT**

To encourage improvement of the County's workforce, the County will reimburse 100% of the cost (e.g., registration, tuition, books, lab fees) for any educational course or class an employee is directed in writing to attend by an employee's supervisor or Department Head. For any course requested by an employee and approved in writing by an employee's supervisor or Department head, tuition reimbursement shall be in accordance with County policy. The County agrees to meet and confer with the Association prior to implementing changes to the County Tuition Reimbursement Policy.

## **ARTICLE 25. PEACEFUL PERFORMANCE**

- A. The parties to this Agreement recognize and acknowledge that the services performed by the employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the County of Douglas. The 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 Association take part in any:
1. strike,
  2. sit-down,
  3. stay-in,
  4. sick-out,
  5. slow-down,
  6. picketing in connection with a labor dispute (hereinafter collectively referred to as a work-stoppage) in any office or department of the County.
  7. curtail any work,
  8. restrict any production, or
  9. interfere with any operation of the Employer.
- B. In the event of any such work-stoppage by any member of the Association, the Employer shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.
- C. In the event of any work-stoppage during the term of this Agreement, whether by the Association or by any member of the Association, the Association by its officers, shall immediately declare in writing to the Employer's Authorized Agent that such work stoppage is in violation of this Agreement and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the Employer. In the event of any work-stoppage, if 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 Employer 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 Employer shall have the right to seek full legal redress, including damages, against any such employee.

D. The employer agrees not to lock out during the term of this Agreement.

**ARTICLE 26. ENTIRE AGREEMENT, MODIFICATION AND WAIVER**

- A. 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.
- B. 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.

Except as required by this agreement and NRS 288, the parties agree that neither party is required to negotiate any subject or matter.

- C. Except as expressly modified by this Agreement as a subject of mandatory bargaining pursuant to NRS 288.150(2), the Association understands and agrees all employees in positions covered by this Agreement are subject to the personnel regulations of the Douglas County Code and the Douglas County Policies and Procedures.

Those topics in the County's Personnel Code and the Douglas County Policies and Procedures pertaining to members of this Association which are not superseded hereby and which are specifically stated as covered within the mandatory scope of bargaining as listed in NRS 288.150(2), shall not be changed without prior discussion and negotiation with the Association.

- D. 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 Board of Commissioners.
- E. 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.
- F. The parties recognize that the County may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary

to the language or intent of existing provisions of the Agreement. The parties agree that such accommodation shall not constitute a past practice or waiver by either party to its right to fully enforce such provision in the future with regard to persons not subject to the protections of the ADA. Upon an inquiry from the Association, the County will advise DCEA section F applies.

Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the County. This section shall not be grievable nor subject to arbitration.

- G. Any departmental policy adopted by an appointing authority will not supersede the language of this Agreement and will have no bearing on the interpretation of the terms and conditions herein.

**ARTICLE 27. DRUG TESTING**

The County's drug and alcohol testing policy shall be in effect. The parties will meet and confer if substantial changes regarding discipline are proposed by the County. However, if state or federal law requires the County to make those changes, the changes will be implemented as required and within applicable time frames. Nothing in this article shall preclude an employee or the Association from appealing disciplinary action pursuant to Article 19.

**ARTICLE 28. SAFETY COMMITTEE**

- A. The Douglas County Safety Committee is composed of employees from various departments and functions as an advisory body and makes recommendations to the Employer regarding the Douglas County Safety Program. The Association will designate two individuals to sit on the Safety Committee and, once reviewed by the County Manager, those individuals will serve on the committee.
- B. The County will comply with Federal and Nevada State laws as they pertain to the Occupational Safety and Health Administration (OSHA).

**ARTICLE 29. SAVINGS PROVISION**

- A. Should any provision of the Agreement be found to be in contradiction of any Federal law or State law, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended. In the event that any provision shall be held unlawful and unenforceable by a court of competent jurisdiction, the parties agree to meet forthwith for the purpose of negotiating such provision in an attempt to reach a valid agreement.



B. In the event that Section A above is impacted by a change to Chapter 288 of the Nevada Revised Statutes, the County and the Association will meet at the request of either party to discuss the impact of the change in Chapter 288 of the Nevada Revised Statutes on the current negotiated agreement.

**FOR THE EMPLOYER**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
Chair  
Douglas County Board of Commissioners

\_\_\_\_\_  
Ricky Miller, President  
Douglas County Employees Association

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## APPENDIX "A"

GRADE	HOURLY MIN	HOURLY MID	HOURLY MAX
100	\$12.20	\$13.42	\$14.64
101	\$13.33	\$14.66	\$15.99
102	\$13.93	\$16.02	\$18.11
103	\$15.22	\$17.50	\$19.78
104	\$16.62	\$19.12	\$21.61
105	\$18.16	\$20.89	\$23.61
106	\$19.84	\$22.82	\$25.79
107	\$21.68	\$24.93	\$28.18
108	\$22.70	\$27.23	\$31.77
109	\$24.79	\$29.75	\$34.71
110	\$27.09	\$32.51	\$37.92
111	\$29.59	\$35.51	\$41.43
112	\$32.33	\$38.80	\$45.26
113	\$33.91	\$42.39	\$50.86
114	\$37.05	\$46.31	\$55.57
115	\$40.47	\$50.59	\$60.71
116	\$44.22	\$55.27	\$66.32