

**LABOR AGREEMENT**

**BETWEEN**

**THE COUNTY OF ELKO,**

**THE UNINCORPORATED TOWN OF JACKPOT**

**AND**

**THE ELKO COUNTY EMPLOYEES ASSOCIATION**  
**(Supervisor Unit)**

**July 1, 2019 through June 30, 2020**

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## **ARTICLE 1 – PREAMBLE**

- A. This agreement is entered into between Elko County, a political subdivision of the State of Nevada, hereinafter referred to as the “County” and the Elko County Employees Association hereinafter referred to as the “Association”.
- B. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.
- C. It is recognized by the County, the Association and the employees covered by this agreement that the County is engaged in rendering public services to the general public.

## **ARTICLE 2 – RECOGNITION AND APPLICATION**

- A. For purposes of this agreement only, and subject to the provisions of Chapter 288 of the Nevada Revised Statutes, the County and the unincorporated town of Jackpot recognize the Association as the bargaining agent for the employees scheduled to work at least 1040 hours or more during the fiscal year (hereinafter referred to as “regular employees”), employed in the classifications set forth in Exhibit “A” to negotiate in respect to those mandatory subjects of bargaining set forth in NRS Section 288.150(2), but excluding District Court and juvenile probation appointees of the Fourth Judicial District, volunteers, department heads, elected officials, supervisory and administrative employees, temporary employees and employees who have decided pursuant to NRS 288.140(2) to act for themselves with respect to any condition of their employment.
- B. The parties are in disagreement over the interpretation of NRS 288.140(2) as applied to the parties’ negotiations and this labor agreement. The parties agree to seek a declaratory ruling from the Local Government Employee-Management Relations Board if the disagreement regarding this matter becomes an issue. “Temporary Employee is defined as an employee hired to fill a classification covered by this agreement no more than one-thousand and forty (1040) hours in a twelve (12) month period from date of hire.”

## **ARTICLE 3 – NO STRIKES/NO LOCKOUTS**

- A. The Association, any labor organization with whom it is affiliated and the employees covered by this agreement agree that they will not directly or indirectly promote, sponsor, engage in, participate in or against the County, any strike as defined in NRS 288.070. Further, the Association will use its best efforts to require all employees covered by this agreement to comply with this pledge.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

- A. The County and the Association agree that the County possesses the sole right to operate the County and all management rights remain vested with the County. In this context, except as specifically surrendered or limited by express provision of this agreement, all

management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the County. It is expressly recognized that these rights include but are not limited to the right to hire employees, determine their qualifications, direct, assign or transfer an employee; the right to reduce in force or lay off employees, subject to the provisions of this agreement regarding procedures for the layoff and/or reduction in force, provided further any layoff and/or reduction in force shall not be utilized to discipline an employee; the right to determine, including the right to change, appropriate staffing levels and work performance standards; the right to determine the content of the workday, including without limitation workload factors, except for safety considerations; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to decide to contract or subcontract work performed by bargaining unit employees subject to the Association's right to negotiate with the County the impact or effect of such decision; the right to discipline, suspend, demote and/or terminate employees; the right to consolidate County functions; the right to determine County functions; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions, subject to the Association's right to negotiate such matters; the right to introduce new or improved procedures, methods, processes or to make technological changes; and the right to establish or change shifts, schedules or work, starting and quitting times.

- B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to Chapter 288 of the Nevada Revised Statutes, the County is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
- C. The provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the County to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

## **ARTICLE 5 – NON-DISCRIMINATION**

- A. The County and the Association will continue their policy not to interfere with, or discriminate against, any employee because of membership or non-membership in the Association, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 and following.
- B. Consistent with federal and Nevada law, the provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination based on age, sex, physical, aural or visual handicap, race, color, religion, national origin, sexual orientation

or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of this Article 5.

- C. This Article shall not be subject to the dispute resolution procedures set forth in this agreement. Employees shall retain all federal and Nevada statutory rights and remedies.

#### **ARTICLE 6 – PAY PERIODS**

- A. The pay periods and dates of payment shall be established by the County.

#### **ARTICLE 7 – INTEGRATION AND SAVINGS CLAUSE**

- A. This agreement is the entire agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the term of this agreement. In that context, this agreement supersedes all personnel rules, ordinances, and resolutions heretofore in effect by the County relating to those subjects addressed or which could have been addressed by the provisions of this agreement.
- B. Changes in this agreement must be reduced to writing and executed by both the County and the Association.
- C. This agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.
- D. The County agrees that, to the extent any personnel rules have been or will become reduced to writing, copies of written rules will be furnished and amendments to existing rules will be provided to and discussed with the Association at least fifteen (15) calendar days prior to the effective date of such amendments.

#### **ARTICLE 8 – DURATION OF AGREEMENT**

- A. This agreement shall be effective on July 1, 2019, and shall remain in full force and effect until June 30, 2020. Article 23 – Group Health Insurance may be reopened by either party during the term of this agreement to negotiate over premiums and/or benefit levels. Any negotiations regarding an insurance re-opener are subject to the requirements of NRS Chapter 288 and impasse procedures. Any notification of reopening Article 23 must be provided to the other party not later than July 1<sup>st</sup> of the fiscal year in which the premiums and/or benefit levels are proposed to be changed.
- B. Either party wishing to modify and/or terminate this agreement other than the Article 23 re-opener addressed above shall notify the other party, in writing on or before February 1, 2020.

- C. The County may reopen this agreement during its term to address a “fiscal emergency” in accordance with the requirements of NRS 288.150(4).
- D. After the County has received a letter of intent to negotiate from the Association, the parties will schedule the ground rules meeting and calendar the date before March 1<sup>st</sup>, the ground rules meeting need not take place on or before March 1<sup>st</sup>. Should the Association wish to meet with the County to discuss goals for negotiations, the Association will contact the County to schedule a goals meeting on or before March 31<sup>st</sup>, the meeting will not take place before March 31<sup>st</sup>.

## **ARTICLE 9 – DISCIPLINARY ACTION**

### A. Policy and Procedure.

Excluding any oral reprimand, the County will not issue a written reprimand, suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a regular employee covered by this agreement without just cause:

Employee discipline may include oral reprimands, written reprimands, suspensions without pay, reductions-in-pay, demotions and disciplinary terminations. Employee discipline may, where determined appropriate by the County, include the concept of corrective discipline.

Corrective disciplinary action is designed to provide a fair and structured way for employees to improve their job performance and/or behavior, should the employee’s performance or behavior not meet standards or demands of the employee’s position. Further, the concept of corrective discipline is intended to provide a fair and equitable system for treatment of employees who will not or cannot bring their performance and/or behavior up to the standards expected by the County.

Corrective disciplinary action may begin at any of the steps of employee discipline, depending on the seriousness of the offense and/or conduct in question, the frequency of the of the occurrence of the substandard performance and/or behavior, or the cumulative effect of multiple minor infractions.

The provisions of this Article shall not apply to oral reprimands or employees serving a probationary period. Employee discipline, excluding oral reprimands, may be appealed through the procedure set forth below, and this procedure shall be the exclusive remedy for the appeal of disciplinary actions.

1. Investigation. Upon receipt of information and/or allegations suggesting that an employee has engaged in conduct and/or has performed in a manner that does not meet the standards for performance established by the County, the County will initiate an investigation into the alleged misconduct.

2. Relief from Duty. During the Investigation into alleged misconduct, and notwithstanding the provisions of this Article, the County Manager may approve the temporary assignment of an employee to a status of administrative leave with pay pending the County's completion of an investigation(s) into the conduct and/or the issue giving rise to the investigation.
3. Written Notice of Disciplinary Action. Upon the County's completion of its investigation into the alleged misconduct of an employee, the County shall issue a written notice of its intent to take disciplinary action. This Notice shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. A copy of such notice shall be mailed to the Association in care of P.O. Box 882, Elko County Employees Association, Elko, Nevada 89803.

The Notice shall include the following information:

- a. A statement of the intent to take disciplinary action;
  - b. The intended disciplinary action;
  - c. A statement of the reason(s) for the intended action;
  - d. A copy of any document upon which the disciplinary action will be based. For instance, if an employee receives a moving violation while driving a County vehicle, and that moving violation is the basis for the recommended disciplinary action, the County must include a copy of the moving violation as an attachment to the Notice. Note: if an action is based on a complaint, such complaints will be issued in a redacted format;
  - e. A statement of the charge(s) being considered; and
  - f. The effective date of the intended action.
4. Employee Response. Within ten (10) working days, after the employee receives a copy of the Notice, or thirteen (13) working days of the mailing of the Notice, the employee shall have the right to appeal the County's decision, as set out within the Notice, by responding, orally or in writing, to the Notice. Written responses, or requests for a meeting where he or she may appeal the County's decision, shall be directed to the County Human Resources Director. A written response or a written request for meeting for the purpose of orally responding to the Notice must be received by the County Human Resources Director within the time frame set out herein. A copy of such response shall also be delivered to the County Manager.

If an employee fails to timely submit a written request for a meeting or a written response to the Human Resources Director in a timely manner, the employee is deemed to have acquiesced to the disciplinary action recommended by the County within the Notice, and as such, waives his or her right to further appeal the County's decision. A copy of such response shall also be delivered to the County Manager.

5. **County Response.** Where an employee responds to a Notice issued by the County, either in writing or orally, the County will have ten (10) working days from the date that the employee submits his or her response, either orally or in writing, to consider the employee's arguments against the County's proposed disciplinary action and to issue a written determination as to whether it agrees with the disciplinary action proposed within the Notice, or will instead impose another form of discipline.
6. **Written Reprimands.** Written reprimands will not be subject to the appeal procedures in Article 9(A) (1)-(5). If an employee desires to appeal a written reprimand he/she shall file a written response to the written reprimand with the person issuing the written reprimand and request review by the person issuing the written reprimand within ten (10) working days of receipt of the written reprimand. The person issuing the written reprimand will then respond to the employee within ten (10) working days of receipt of the request for review. If the employee disagrees with the response of the person issuing the written reprimand the employee may appeal the response to the County Manager or designee within ten (10) working days of receipt of the response. The County Manager or designee will review the matter and issue a binding decision either upholding, modifying or overturning the written reprimand.

B. Arbitration

If the employee through the Association, wishes to appeal a disciplinary action as set forth in paragraph A of this Article except written reprimands, the Association shall file a written request for arbitration with the County Manager within ten (10) working days of the imposition of the discipline. Arbitration of a disciplinary action will conform with Article 16(G) –(J). The Arbitrator shall issue a final and binding decision.

C. Timeliness

The time limits set forth in this Article must be followed in a timely manner. Failure to follow such time limit will result in a waiver of the provisions of this article. Failure of County to timely respond at any level shall result in moving appeal to next level.



D. Probationary employees

The provisions of this Article shall not apply to probationary employees.

**ARTICLE 10 – LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS  
ACT**

- A. The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this agreement, the County is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

**ARTICLE 11 – EMPLOYEE RIGHTS**

- A. The County shall provide a sufficient number of bulletin boards for the use by the Association to enable employees in the bargaining unit to see notices posted thereon.
- B. All notices which appear on the bulletin board shall be posted by the highest ranking local Association official in the bargaining unit and shall relate to items of interest to the members. Such notices relating to the following matters may be posted without the necessity of receiving the County manager’s prior written approval:
- a. Association recreational and social affairs;
  - b. Notice of Association meetings;
  - c. Association officers and committee appointments;
  - d. Notice of Association elections;
  - e. Results of Association elections; and
  - f. Reports of standing committees and independent arms of the Association.
- C. All other notices of any kind not covered by 1 through 6 above must receive the prior written approval of the County Manager.
- D. Employees will continue to be provided an employee lounge.
- E. If this agreement is reopened for negotiations, unless otherwise agreed negotiating sessions shall be scheduled to begin at 3:30 p.m. on the appointed days. Five (5) members of the Association’s negotiating committee shall be granted leave with pay for such time that the meetings take place at the same time that the members are scheduled to be on duty.

- F. Paid Association time in this Article is in consideration of agreed upon FY 2017 salary and benefit freeze set forth in Article 13(A). This concession complies with SB 241, Section 1 (2015).

## **ARTICLE 12 – ASSOCIATION STEWARDS**

- A. Association stewards will be designated by the Association. The number of representatives allowable will be determined in the following manner:
  - 1. The Association may designate one (1) steward for each County department to perform normal Association representative duties as defined in the contract. There may be up to three (3) additional Association stewards that are to be assigned to work locations that would not otherwise have a steward.
  - 2. The Association shall notify the County, in writing, of the names of the stewards and their respective jurisdictional area, at least five (5) working days prior to the effective date of any such designation.
- B. An alternate steward may serve in the absence of the respective representative who is on authorized leave or is otherwise unavailable due to County business.
- C. Except as hereinafter provided, Association stewards shall be released by their immediate supervisor from duty without loss of pay or accrued leave time to conduct association business in connection with this bargaining unit. All stewards must receive advance approval for release from duty. Such approval shall not be granted if the County determines that operational demands prohibit granting the request. Use of steward time shall not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor. The use of such release time shall not result in liability for overtime compensation.
- D. Association business is defined as the representation of bargaining unit employees at grievance review hearings, termination hearings, and attendance at labor/management meetings.
- E. Paid Association time in this Article is in consideration of agreed upon FY 2017 salary and benefit freeze set forth in Article 13(A). This concession complies with SB 241, Section 1 (2015).

## **ARTICLE 13 – COMPENSATION**

- A. FY 2020: There shall be a three percent (3.0%) increase to base 2018 – 2019 Salary Tables in effect June 30, 2019, as set out within Appendix A of this Agreement, computed as in prior years and effective the first full pay period following July 1, 2019.

Effective July 1, 2019, and terminating June 30, 2020, Article 13(A) will open for negotiation over basic compensation if the County voluntarily provides any other

bargaining unit with a basic salary increase, bonus or “in kind” salary increase during FY 2020 that is greater than the increase set out for FY 2019-20 herein.

Note: An “in kind” increase is defined as any salary increase in excess of the deferred compensation 3% (IRS 401A deferred retirement plan) or similar related increases. Excluded from the automatic opener are any legislative increases for elected officials and judges and any increases mandated by judges, arbitrators, or fact finders.

The parties agree that for the test period, starting July 1, 2019 and concluding June 30, 2020, where an unrepresented employee receives a basic salary increase or “in kind” salary increase that is greater than three percent (3.0%), the County will notify the Association of the increase in writing at the time the increase is approved, or as soon as practicable thereafter.

**B. Step Increases**

1. Full time employees will be granted a one-step (3%) merit increase within and not exceeding the approved range placement table effective the first full pay period following the employee’s annual evaluation in which the employee meets work performance standards as established by the County. The annual merit increase will be granted to employees with an overall annual evaluation of standard or better. The evaluation will be completed within forty five (45) days of an employee’s anniversary date of their hire. If the evaluation is not completed within forty five (45) days the employee will be deemed satisfactory and advance to their next step.

**C. Longevity Pay**

1. Employees are entitled to a longevity payment after eight (8) years of continuous service.
2. The schedule for longevity pay for employees with performance reviews of standard or better is as follows:

Years of Completed Service	Semi-Annual Amount	Total Amount
8	\$ 200	\$ 400
9	225	450
10	250	500
11	300	600
12	325	650
13	350	700
14	375	750
15	400	800
16	475	950
17	500	1000
18	525	1050
19	550	1100
20	575	1150

21	700	1400
22	725	1450
23	750	1500
24	775	1550
25	875	1750

3. Longevity pay shall be payable on June 20 and December 20 of each year. An employee will receive first check during the year following the employee's anniversary year of employment with the County. If an employee's employment anniversary date falls between January 1 and June 30 of the year, the first check will be issued on or before June 20. If the anniversary date falls between July 1 and December 31 of that year, the first check will be issued on or before December 20.
  4. For purposes of longevity pay, continuous County service is defined as uninterrupted employment in the classified or unclassified service of the County.
  5. In the event an employee retires under Nevada PERS, is laid off, transfers to another non-represented County position with no break in service or terminates employment due to a work related injury during a six (6) month qualifying period, he/she shall have longevity prorated based on the actual number of whole months completed during the qualifying period.
- D. The evaluation for longevity pay will be completed within forty five (45) days. If not completed within forty five (45) days the employee will be deemed satisfactory and receive their longevity payment.
- E. Minimum hiring rate for the range New employees shall be employed at no higher than Step III.
- F. Probationary Period The employee shall complete a probationary period of not less than six (6) months, nor greater than twelve (12) months. In the opinion of the elected official or department head, should the employee require a probationary period of greater than six (6) months, the action extending the probationary period shall be made of record.
- G. Probationary Period for New or Different Positions
1. Employees who accept a promotion, lateral transfer, demotion or downward transfer to a new classification, or a newly established position will serve a probationary period of not less than six (6) months, nor greater than twelve (12) months. In the opinion of the elected official or department head, should the employee require a probationary period of greater than six (6) months, the action extending the probationary period shall be made of record.
  2. Probationary employees may not process a grievance concerning their removal from the new position due to unsatisfactory performance in that position or any other failure to complete probation.

3. Employees will receive a written evaluation during the 5th and 11th months of their probationary period. If during the probationary period the employee is deemed to be unsatisfactory in the new position, management shall return him/her to his/her old position if available, provided the employee remains qualified for the position, or place the employee in an available position of similar duties or responsibilities at his/her previous rate of pay. If no such position is available, the employee shall be laid off.
4. An employee transferring to a newly established or different position may be compensated at a lower step at the discretion of the hiring department head or elected official. However, the employee cannot be advanced in step higher than that which is commensurate with the date of hire.

H. Field Training Officer (FTO) Special Duty Payment

The Ambulance Department Head, or his/her designee, may designate up to five (5) employees, at any one time, to serve as an FTO. An employee may only be designated as an FTO if he or she qualifies for FTO duty under the Department's FTO Policy.

Employees designated as FTOs will receive a thirty-five dollar (\$35.00) FTO special duty payment during each pay period where the employee serves as an FTO.

I. Standby Time – Ambulance Department Employees – Test Provision for FY 2020

This provision applies only to the Ambulance employees and is included for a one (1) year test period. The test period shall begin on July 1, 2019 and will conclude on June 30, 2021. On June 30, 2021, this provision will sunset, expire, and shall be of no further force or effect unless the provision is renewed in full or in part by the mutual consent of the parties in a successor agreement to this Agreement.

At the discretion of the Department Head for the Ambulance Department, employees may be placed on a standby status. Standby status will be designated, and employees will be placed on standby status, selected to return to duty from standby status, and removed from standby status in accordance with the Ambulance Department's Standby Time Policy.

While on standby status, an employee will be paid \$2.50 per hour for each hour that the employee remains on standby status. While on standby status, an employee must remain within the mileage radius set out within the Ambulance Department's Residency Policy and must be able to return to duty if called in for duty. Employees will remain on a standby status until such time as the employee is called to return to duty. At the time an employee is called to return to duty from standby status, the employee will be paid at his or her prevailing wage from the time he or she returns to duty until such time that he or she is released from duty. Where an employee is called to return to duty from standby status, that employee will receive a minimum of two (2) hours of pay at the employee's prevailing wage.

Prevailing wage constitutes the rate of pay that employee would be entitled to receive for the hours he or she returns to work. Prevailing wage does not include the addition of standby pay for an employee who has returned to duty.

#### **ARTICLE 14 – JOB AVAILABILITY**

- A. When a new position is created or an existing position becomes vacant, the Department Head, after consulting with the County Manager, shall determine if the vacancy is to be filled by transfer, intra-departmental promotion, County-wide promotion or open application.
- B. Once a determination is made to fill a vacant position, the County shall post job vacancy announcements using a standardized posting format for the first 5 (five) working days of the intended application period, except when such vacancies are to be temporarily filled on an emergency basis. All job postings will be posted on the County website. All job postings will state whether vacancy is to be filled by transfer, intra-department promotion, County-wide promotion or open application.
- C. The Association will be furnished a copy of all job announcements.
- D. If an employee applicant is not selected to fill an open position, the Human Resources Director shall give the employee an explanation in writing as to why he/she was not chosen.
- E. This Article, Article 15 (Job Availability), shall not be subject to the grievance and arbitration provisions of this agreement except that a grievance may be filed on the sole issue of whether or not the posting requirements of paragraph B have been followed.
- F. The County will notify the Association of any new job classifications added to Appendix A during the term of the agreement. The wage rates for new job classifications are subject to negotiation if requested by the Association after reviewing the County proposed wage rates. Violation of this section is subject to the Article 15 grievance procedure.

#### **ARTICLE 15 – GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a dispute between the County and The Association arising over the interpretation or application of a specific aspect of this agreement which is not a Management Right. Grievances as defined above shall be resolved pursuant to this Article. This Article shall not apply to disciplinary action of any form covered by Article 9.
- B. An Association grievance committee shall be established consisting of three members. Such committee shall be selected in a manner to be determined by the Association membership. The purpose of the Association grievance committee is to aid the Association and employee in resolution of grievances or to determine whether to pursue

the matter through the grievance procedure.

- C. If the employee feels he/she has a grievance, he/she shall take up the matter with the immediate supervisor within ten (10) days after the employee becomes aware of the event giving rise to the grievance.
- D. The immediate supervisor shall make every attempt to reach an acceptable solution to the problem within ten (10) days after it has been submitted to him. Any grievance settlement shall be approved in writing by the Department Head and the County Manager.
- E. If the grievance is not settled during the informal discussion, the Association may proceed with the matter. Within ten (10) days after the event giving rise to the grievance, the Association shall submit the grievance in writing to the immediate supervisor, the Department Head and provide the following information:
  - 1. The employee's name;
  - 2. The employee's position classification;
  - 3. The employee's department;
  - 4. A complete statement of the nature of the grievance citing the specific section of this agreement which is the basis for the grievance;
  - 5. Any attempts made to resolve the problem;
  - 6. A proposed solution to the grievance;
  - 7. Signature of the President of the Association; and
  - 8. The date the grievance arose and the date the employee signed the statement.
- F. The Association grievance committee and the immediate supervisor shall attempt to resolve the matter. Any grievance settlement shall be approved in writing by the Department Head and the County Manager. If the grievance is not settled within ten (10) days after receipt of the written grievance by the County officials as described in paragraph E above, the Association may submit the written grievance with the information outlined above to the County Manager. The County Manager shall arrange for any meetings and investigations necessary to enable him to respond in writing to the Association regarding the grievance within ten (10) days from the date he received said grievance.
- G. If the matter is not settled in the previous step within three (3) days after receipt of the written response from the County Manager, the Association may, within ten (10) days of receipt of the County Manager's decision notify the County Manager in writing of its desire to submit the matter to an arbitrator; or, at the Association's option to the County Commissioners. If arbitration is chosen, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service.
- H. The decision of the arbitrator, or if selected the County Commissioners, shall be final and binding. The decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

- I. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. Nor will the arbitrator, or if selected the County Commissioners, have any power to amend, modify, add or delete provisions of this agreement.
- J. The fees and expenses of the arbitrator shall be borne equally by the parties. Costs and fees associated with the use of a court reporter including the copies of transcripts (one (1) per party and original for arbitrator) shall be shared equally by the parties
- K. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.
- L. The Association shall furnish the County with the names of the members of the Association grievance committee.
- M. Any employee, informally seeking, or formally filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so or testifying on behalf of another employee or assisting another employee to prepare a grievance report or acting as a representative of any employee requesting a grievance review.
- N. For purposes of this Article, the term “day” means any day Monday through Friday excluding holidays.
- O. The time limits set forth in this Article shall be strictly construed. If the Association fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or has been satisfied.
- P. If the County fails to respond to the grievance in the time limits established in the preceding sections the matter automatically moves to the next step.

#### **ARTICLE 16 – OVERTIME AND CALL BACK PAY**

A. 40 Hour Employees:

Employees covered by this agreement who are scheduled to work a forty (40) hour work week, and who work in excess of forty (40) hours in a week shall be paid 1 and 1/2 times their straight-time hourly rate for all hours so worked in cash, or shall receive compensatory time off calculated at 1 and 1/2 times the number of hours worked in excess of forty (40) as provided by the Fair Labor Standards Act. Holidays shall be considered time worked when calculating overtime. The employee shall designate whether he/she desires to take overtime compensation in cash or comp time after consulting with his/her Department Head. Approval of the employee’s choice shall not be unreasonably withheld.

B. 30 Hour Employees:

Any employee who is regularly scheduled to work thirty (30) hours per week shall be



compensated for services rendered in excess of thirty (30) hours, but not more than forty (40) hours in the work week by compensatory time off of 1-1/2 times the amount of hours worked in excess of thirty (30) hours, but not more than forty (40) hours.

C. 24-Hour Shift Employees:

Employees covered by this agreement who are scheduled to work twenty-four (24) hour shifts, and who work in excess of forty (40) hours in a week shall be paid at 1 and 1/2 times their straight-time hourly rate for all hours worked in excess of forty (40) hours during any seven (7) day work week. The schedule for a work week will be established by the County, but will consist of seven (7) twenty-four (24) hour periods, running consecutively. The work week scheduled for 24-Hour Shift Employees may differ from that applicable to other employee work designations contained within Article 17. Regardless of whether a shift ends in another pay-period, 24-Hour Employees will be compensated for all shifts based on the pay-period in which the employee's shift starts.

Payments for such overtime worked shall be made in cash, or the employee may elect, instead, to receive compensatory time off calculated at 1 and 1/2 times the number of hours worked in excess of forty (40) as provided by the Fair Labor Standards Act.

Holidays shall be considered time worked when calculating overtime. The employee shall designate whether he/she desires to take overtime compensation in cash or comp time after consulting with his/her Department Head. Approval of the employee's choice shall not be unreasonably withheld.

- D. If an employee is required to work on a holiday, compensation shall be made as stipulated in the Article entitled Holidays and Holiday Pay of this agreement.
- E. Compensatory time may be accumulated to a maximum of forty (40) hours. Compensatory time off earned by working in excess of the forty (40) hour maximum as set forth in the subparagraph, shall be paid at 1-1/2 time the amount of hours so worked in the next pay period.
- F. In the event an employee transfers from one department within the County to another, the County may give the transferring employee all accumulated compensatory time within thirty (30) days of the effective date of transfer.
- G. All overtime must be approved in writing by the employee's Department Head.
- H. Overtime shall not be paid more than once for the same hours worked. For Ambulance Department employees who are scheduled and approved for overtime in excess of their regularly assigned shift in the "online scheduling program" no additional Ambulance Department Head approval is necessary.
- I. For all non-24-Hour Employees. the work week shall begin on each Sunday at 12:00 AM,

midnight, and shall end at 11:59 PM on the following Sunday.

- J. The term “working day” used in Articles 9, 14, and 16 of this Agreement shall refer to Monday through Friday, when the term is used to establish specific timelines.
- K. Unless otherwise determined by the County, employees scheduled to work a five (5) day, forty (40) hour week (designated 5/40); or a five (5) day, six (6) hour week (designated 5/30), shall work five (5) days in any seven (7) consecutive calendar days, and shall be scheduled to receive two (2) consecutive days off within that work week.
- L. Employees scheduled to work a four (4) day, forty (40) week (designated 4/40) shall work four (4) days within any one (1) work week, and shall be scheduled to receive three (3) days off of which two (2) must be consecutive within that work week.
- M. Employees shall be granted a thirty (30) minute rest period during the course of their shifts.
- N. Call Back Pay – If an employee is required to return to his/her place of employment after he/she has completed a normal work day, the employee shall be compensated for a minimum of two (2) hours at the appropriate rate.

#### **ARTICLE 17 – LEAVE FOR WORK-RELATED INJURY**

When any employee of the County is eligible at the same time for benefits under Chapters 616 or 617 of the Nevada Revised Statutes (“NRS”) and for any sick leave benefit:

- A. All eligible employees shall be covered by a worker’s compensation program of the County’s choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617), and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.
- B. In the event an employee is absent from work due to a service related disability, approved pursuant to Chapters 616 or 617 of the Nevada Revised Statutes, the employee may receive, in addition to the SIIS benefit provided pursuant to Chapters 616 or 617, supplemental compensation from the County commencing the first day the employee is absent from work, but not to exceed ten (10) working days. During this period, the employee shall not forfeit any accrued sick leave. Such supplemental compensation shall be in an amount equal to the difference between the benefit received pursuant to Chapters 616 or 617 of the Nevada Revised Statutes, exclusive of reimbursement or payment of medical or hospital expenses, and the employee’s salary prior to the injury or illness. Successful completion of the probationary period is required to qualify for the supplemental compensation from the County. No supplemental compensation shall be paid until the employee’s SIIS temporary disability benefit check has been deposited with the county treasurer.

- C. After the ten (10) day period specified in paragraph B above, the amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his or her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under Chapters 616 or 617 of the Nevada Revised Statutes for that pay period.
- D. If an employee elects to use accrued sick leave while receiving benefits under Chapters 616 or 617 of the Nevada Revised Statutes, the amount of sick leave charged such employee as taken during each pay period shall be equal to the difference between the benefit received pursuant to Chapters 616 or 617 of the Nevada Revised Statutes, exclusive of reimbursement or payment of medical or hospital expenses, and the employee's salary prior to the injury or illness.
- E. An employee of the County may decline to use any or part of the sick leave benefit normally payable to him or her while receiving benefits under Chapters 616 or 617 of the Nevada Revised Statutes. During such period of time, the employee shall be considered on leave of absence without pay.

**ARTICLE 18 – ANNUAL LEAVE**

- A. Annual leave shall be accrued in accordance with the following table:

Consecutive Years of Service as a Full-Time Employee	Amount of Accrual	6 Hour Employee	40 Hour/Week Employee	24 Hour Employee
0 – 4	83.3 % of the employee's regular working day/shift for every month of service accrued  <i>*During an employee's first six (6) months of employment, an employee may not take vacation leave.</i>	4.998 Hours Per Month	6.664 Hours Per Month	9.996 Hours Per Month

5 – 9	100.25% of the employee's regular working day / shift for every month of service accrued	7.5 Hours Per Month	10 Hours Per Month	15 Hours Per Month
10 - 14	100.5% of the employee's regular working day/shift for every month of service accrued	9 Hours Per Month	12 Hours Per Month	18 Hours Per Month
15+	100.75% of the employee's regular working day for every month of service accrued	10.5 Hours Per Month	14 Hours Per Month	21 Hours Per Month

\*For the purpose of leave accrual all employees working a 40 hour work week will be treated as working an 8 hour shift, regardless of whether they work an alternative schedule.

B. The time when annual leave is taken shall be determined by the County after considering the needs of the service and the seniority and wishes of the employee. Annual leave shall not be accumulated in excess of two hundred and forty hours (240), or thirty (30) working days, whichever is less, at the beginning of any calendar year. Amounts in excess of the limits established herein at the beginning of any calendar year shall be forfeited unless the excess was caused by the denial or cancellation of annual leave that was requested by use in writing on or before November 1<sup>st</sup> in which case the excess will be subject to use or forfeiture by March 30<sup>th</sup> following the beginning of the calendar year. Annual leave shall not be granted in excess of the annual leave credit earned.

C. Vacation Credit upon Termination Of Employment

1. Upon termination of employment for any reason, an employee who earned vacation time may be granted a vacation for the time so earned not to exceed the maximum amount which may be accumulated as specified in paragraph F of this Article. Such vacation must be taken prior to the effective date of termination of employment, or in lieu of such vacation, the employee may be granted a lump sum payment for vacation time accrued to his or her credit not to exceed the maximum amount which may be accumulated as specified in paragraph F of this Article.

2. No employee shall be paid for accumulated vacation leave upon termination of service unless he or she has been employed six (6) months or more.

D. Rights of Heirs of Deceased Employee.

If an employee dies and was entitled to accumulated vacation under the provisions of this Article, the heirs of such deceased employee, who are given priority to succeed to the assets of decedent's estate under the laws of intestate succession of this State, or the executor or administrator of the decedent's estate, upon submitting satisfactory proof to the Board of County Commissioners of their right, shall be paid an amount of money equal to the number of days of accrued vacation leave, not to exceed the maximum amount which may be accumulated as specified in paragraph E of this article, multiplied by the daily salary or wages of such deceased employee.

E. Definition of Working Day(s)

1. For the purpose of this Article 18, "Annual Leave", Article 20, "Holidays and Holiday Pay", and Article 21, "Sick Leave" the phrase "working day(s)" means the same number of hours per day the employee is regularly scheduled to work. For example, for an employee regularly scheduled to work eight (8) hour work days, a "working day" equals eight (8) hours. For an employee regularly scheduled to work seven (7) hour work days, a "working day" equals seven (7) hours. For the purpose of Article 19, for 24 Hour Employees, a "working day" will equal twelve (12) hours.
2. A "working day's pay" shall be the appropriate number of hours per day payable at the employee's straight time hourly rate.

F. Maximum Weekly Annual Leave:

Employees are entitled to take up to a maximum of forty (40) hours of annual leave during a work week. 24 Hour Employees are entitled to take up to a maximum of forty-eight (48) hours during a work week. Annual leave taken during a work week will be paid at an employee's straight time rate.

## **ARTICLE 19 – RETIREMENT**

- A. 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.
- B. The County agrees to contribute for each employee covered by this agreement the rate paid as of July 1, 2011, to the PERS for the term of this agreement.
- C. Increases in the contribution rate above that set forth in paragraph B of this Article 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, paragraph D shall apply.

- D. If the Nevada Legislature fails to designate whether the employee or the County is to pay for the increase in contributions to the PERS above that set forth in paragraph B of this Article, the County and the employee shall each pay 1/2 of the increased contribution. Payment of the employee's portion of the contribution increase shall be made in lieu of equivalent basic salary increase or cost of living increase, or both.
- E. If the Nevada Legislature fails to 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 an amount equal to 1/2 the prescribed reduction.

**ARTICLE 20 – HOLIDAYS AND HOLIDAY PAY**

- A. All employees shall receive one working day's pay for the holidays listed below:

HOLIDAY	DATE
New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	The Third Monday in January
Presidents Day	February 19th
Memorial Day	The Last Monday in May
Independence Day	July 4th
Labor Day	The First Monday of September
Nevada Day	October 31st
Veterans Day	November 11th
Thanksgiving Day	The Fourth Thursday in November
Day after Thanksgiving (Family Day)	The Friday immediately following Thanksgiving
Christmas Day	December 25th
Friday afternoon of the Elko County Fair preceding the Labor Day weekend	

And any other day, or portion thereof (which shall be a paid holiday for only the portion of the day so declared), that may be designated by the Board of Elko County Commissioners.

- B. Any employee who is required to work on the date that a holiday is observed shall receive his/her regular rate of pay for all hours worked plus 1 and 1/2 times his/her regular rate of pay or compensatory time off at time and one-half, at the County's option, after consultation with the employee.
- C. If a holiday falls during the time an employee is on leave such holiday shall not be charged as leave.

- D. If a holiday falls on an employee’s regular day off, he/she shall receive 1 working days’ pay or compensatory time off, at the County’s option, after consultation with the employee.
- E. In addition to the enumerated holidays appearing in paragraph A above, bargaining unit employees shall be entitled to designate one day as a “floating holiday.” 5 working days’ notice of the designated floating holiday must be given by the employee to the elected official/department head. The floating holiday shall be forfeited if not taken within the fiscal year.
- F. 24-Hour Employees

24-Hour Employees scheduled to work a holiday listed in this article will receive holiday pay for hours actually worked on the calendar date of the holiday. Where a holiday is observed on a date that is different from the calendar date of the holiday, 24-Hour Employees will not receive holiday pay for working the observation date of the holiday. For instance, if the County observes the Christmas Holiday on Monday December 26<sup>th</sup>, 24-Hour employees will receive holiday pay for working on Sunday December 25<sup>th</sup>, but will not receive holiday pay for working on December 26<sup>th</sup>, the observance day for the Christmas Holiday. Holiday pay will consist of one and one-half (1-1/2) times the employee’s straight time hourly rate in addition to the employee’s straight time hourly rate for the day. For example: an employee working a 24-hour shift on December 24<sup>th</sup> will receive their normal hourly rate from 0700 on the 24<sup>th</sup> to 0700 on the 25<sup>th</sup> (24 total hours on duty). In addition the employee will receive holiday pay from midnight (00:00) of the 25<sup>th</sup> to 0700 on the 25<sup>th</sup> (7 hours). An employee working a full 24 hour shift for December 25<sup>th</sup> (0700 on the 25<sup>th</sup> to 0700 in the 26<sup>th</sup>) will receive holiday pay from 0700 on the 25<sup>th</sup> to midnight (17 hours).

Ambulance employees will receive twelve (12) hours straight time compensation in addition to their regular pay if a holiday falls on an employee’s scheduled day off.

**ARTICLE 21 – SICK LEAVE**

- A. Employees shall be entitled to sick and disability leave with pay of 1 1/4 working days for each month of service, which shall be cumulative from year to year not to exceed 120 working days. Following the expiration of allowed sick and disability leave, the County Commissioners may grant an employee up to an additional one hundred twenty (120) days sick leave. The granting of such additional sick leave shall be at the sole discretion of the Elko County Commissioners, based upon the best interests of the County of Elko.

During any given work week., an employee may apply hours of sick leave up to the number of hours that the employee is regularly scheduled to work during the week in which he or she is applying the sick leave.

- B. An employee separated from service shall earn sick leave only through the last working day for which he or she is entitled to pay. If this date is earlier than the last day of the month, the sick leave with pay shall be prorated.
- C. An employee is entitled to use sick leave only when incapacitated to perform the duties of his or her position due to sickness or injury, when quarantined, when receiving required medical or dental service or examination, or when there is an illness or death in his/her immediate family.
1. In the event a serious illness in an employee's immediate family requires his/her attendance, he/she may use sick leave not to exceed ten (10) days in any one calendar year. For this purpose, immediate family is defined as the employee's parents, spouse, children (natural, adopted, or foster), brothers, sisters, grandparents, great grandparents, uncles, aunts, nephews, grandchildren, nieces, great grandchildren, step-parents, and, if living in the employee's household, shall include father-in-law, mother-in-law, son-in-law or daughter-in-law, grandfather-in-law or grandmother-in-law, great grandfather-in-law, great grandmother-in-law, uncle-in-law or aunt-in-law, brother-in-law or sister-in-law, grandson-in-law or granddaughter-in-law, nephew-in-law or niece-in-law, great grandson-in-law or great granddaughter-in-law, and stepchildren. With the approval of the Board of County Commissioners, additional family sick leave may be granted.
  2. The Board of County Commissioners may approve an exception to this limitation where an employee's attendance is required to provide, participate in or arrange for intensive care and/or treatment or receive extensive training in the proper utilization of equipment, techniques and supplies essential for continued maintenance of good health. In this case, the employee shall submit his/her request for an exception of the limitation to the Board of County Commissioners. The request must be accompanied by an individual certification from a physician or other suitably qualified person as to the actual need for the employee's participation. The certificate of need must identify the immediate family member's illness and contain an explanation as to:
    - a. Relative seriousness of the illness and a projection of the probable length of time the employee's attendance will be required;
    - b. The exact role of the employee while in attendance; and
    - c. The County Manager or Board of County Commissioners may request the submittal of supplemental information.
  3. In the event of a death in the employee's immediate family, he/she may use sick leave not to exceed five (5) working days for each death. For this purpose, immediate family is defined as the employee's parents, spouse, children, brothers, sisters, grandparents, great grandparents, uncles, aunts, nephews, grandchildren,



nieces, great grandchildren, father-in-law or mother-in-law, son-in-law, daughter-in-law, grandfather-in-law or grandmother-in-law, uncle-in-law or aunt-in-law, brother-in-law or sister-in-law, grandson-in-law or granddaughter-in-law, nephew-in-law or niece-in-law, great grandson-in-law or great granddaughter-in-law, and step-parents or step-children.

4. In the event of an employee being appointed as executor of immediate family's estate, he/she may use sick leave not to exceed ten (10) working days for each appointment. The employee will provide to the County written proof that he/she has been appointed as the executor of the estate prior to approval of the leave. For this purpose, immediate family is defined as the employee's parents, spouse, children, brothers, sisters, grandparents, great grandparents, uncles, aunts, nephews, grandchildren, nieces, great grandchildren, father-in-law or mother-in-law, son-in-law, daughter-in-law, grandfather-in-law or grandmother-in-law, uncle-in-law or aunt-in-law, brother-in-law or sister-in-law, grandson-in-law or granddaughter-in-law, nephew-in-law or niece-in-law, great grandson-in-law or great granddaughter-in-law, and step-parents or step-children.
- D. After the qualifying period set forth in the FMLA, an employee is entitled to use a maximum of six (6) weeks accumulated sick leave for adoption or maternity leave purposes, regardless of the type of delivery or results of pregnancy. After six (6) weeks of accumulated sick leave has been exhausted, or the total amount of accumulated sick leave if less than six (6) weeks, the employee is entitled to use accumulated vacation leave for adoption or maternity leave purposes. If after sick leave and annual leave is exhausted as provided for herein, the employee is entitled to be placed on leave without pay status for a total adoption or maternity leave period of not to exceed twelve (12) weeks. The following provisions must be fully complied with:
1. A maternity leave may be taken prior to the expected birth date of the child.
  2. Maternity leave days taken shall be consecutive, and non-consecutive or less than full maternity leave days shall be allowed only upon a physician's written recommendation and approval.
  3. Pregnancy shall not jeopardize an employee's job or merit status except for leave without pay provisions. The employee shall be responsible for reporting the pregnancy as soon as it is an established fact so that steps may be taken to protect the employee's health or modify her working conditions, and so that any staffing adjustments may be planned.
- E. Upon separation from County service for any reason, an employee shall be entitled to payment for his/her unused sick leave in excess of thirty (30) days, according to his/her number of years of County service, as follows:
1. For ten (10) years of service or more, but less than fifteen (15) years, not more

than \$3,000.00.

2. For fifteen (15) years of service or more, but less than twenty (20) years, not more than \$4,000.00.
  3. For twenty (20) years of service or more, not more than \$5,000.00.
- F. For absences from work in excess of three (3) consecutive working days, an employee may be required, with just cause, to furnish a written certification from a physician or practitioner to support the sick leave claim, and to estimate the length of time the employee will be off work.
- G. If an employee uses sixteen (16) hours or less of sick leave in any one fiscal year beginning July 1 and ending June 30, the employee shall be entitled to one (1) additional floating holiday as provided in Article 21, Section E.

#### H. Catastrophic Leave

##### 1. Definitions

- a. The employee is unable to perform the duties of their position as determined by the County Manager because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. Catastrophic leave does not cover maternity leave, elective surgery, work related sickness or injury.
- b. “Lengthy Convalescence” means a period of disability, which the attending physician determines will exceed ten (10) weeks.
- c. “Life Threatening” means a condition, which is diagnosed by a physician as creating a substantial risk of death.

##### 2. Establishing the Catastrophic Leave Account

- a. The County Manager will establish an account for catastrophic leave for employees.
- b. An employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.
- c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance of his/her account after the transfer is less than five hundred (500) hours. Employees may not donate hours in excess of nine hundred sixty (960) hours except for a specific catastrophe. Sick

leave will be transferred at the rate of one (1) hour for one (1) hour credit donated.

- d. The maximum number of hours which may be transferred in any one (1) year from any employee is eighty (80). The minimum number of hours which may be transferred in any one (1) fiscal year is eight (8) hours annual leave and twenty-four (24) sick leave. Leave will be placed in a pool; however, the employee may transfer hours to the catastrophic leave account for use by a particular employee, who has been determined to be eligible to receive the leave subject to the above limitations.
- e. Any hours of annual or sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to subsection 4 of this article.

### 3. Request for Catastrophic Leave

- a. An employee who is himself/herself affected by a catastrophe as defined in subsection 1, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The maximum number of hours that may be transferred to an employee pursuant to this section is two hundred forty (240) per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes, which befall the employee.
- b. The request must include:
  - 1. The employee's name, title and classification; and
  - 2. A description of the catastrophe and the expected duration of that catastrophe by the treating physician.
  - 3. An employee may not receive any leave from the catastrophic leave account until he/she has used all his/her accrued annual, sick and other paid leave whether or not in conjunction with FMLA.
  - 4. An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

### 4. Approval of Transferring the Catastrophic Leave

- a. The County Manager or his designee may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any employee who is eligible to receive such leave.
- b. The decision of the County Manager or his designee concerning the

approval of leave pursuant to subsection 1 is final and not subject to the grievance procedure, judicial review or review by the County Commissioners.

5. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used

- a. The County Manager or his designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure, judicial review or review by the County Commissioners.
- b. The County Manager or his designee shall not grant any hours of leave from the catastrophic leave account after:
  1. The catastrophe ceases to exist; or
  2. The employee who is receiving the leave resigns or his/her employment with the County is terminated.
  3. Catastrophic leave will be transferred each pay period subject to the limitations in this Article. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.

6. Maintenance of Records on Catastrophic Leave

- a. Human Resources shall maintain the records and report to the County Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost of carrying out this provision.

7. Employee Definition

- a. The term “employee” as used in this Article includes only those employees covered by this Agreement.

8. Substantiation of Catastrophic Condition

- a. The County Manager or his designee may require written substantiation of the catastrophic condition, which is life threatening or which will result in a lengthy illness by a physician of his or her choosing. The cost of such written substantiation shall be borne by the employee requesting/using the catastrophic leave.

## I. Conversion of Sick Leave into Retirement Service Credits

An employee who is eligible for purchase of service credits under the Nevada public employee's retirement system ("PERS") and applicable law, may at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for two hours of sick leave, subject to the following conditions and limitations:

1. Employees must have a cumulative total of at least six hundred (600) hours of unused sick leave to be eligible for conversion. An employee who has reached a minimum of six hundred (600) hours of sick leave accrual, who uses five (5) days or less of sick leave during any calendar year may, by written request, elect to purchase service credit in PERS for the unused sick leave that has accumulated during that calendar year in the ratio of one (1) hour of service credit for every two (2) hours of sick leave accrued. The PERS service credit buyout only applies to sick leave accumulated during the applicable calendar year (i.e. a maximum of three (3) weeks), and does not apply to prior accumulations. The employee's sick leave account shall be reduced by two (2) hours of accrued sick leave for every one (1) hour of service credit paid.
2. Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a county-approved form, to the county manager immediately following the last pay period of the calendar year but no later than January 31 of the following year. If the employee meets all of the conditions set forth in this subsection, then county shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee. Sick Leave traded for PERS services credits shall be in minimum increments of forty (40) hours.
3. Conversion of sick leave into retirement credits is limited by NRS to a maximum of five years' service credits. If an employee has already purchased five (5) years of service credits they are ineligible to participate in this program. Also, employees purchasing service credits through this program cannot exceed the five (5) year limitation.

## **ARTICLE 22 – GROUP HEALTH INSURANCE**

- A. After the waiting period provided for by the group health insurance plan, all employees covered by this Agreement shall participate and enroll in the County's group health and vision insurance plan; provided, however, that such employee is not excluded from enrollment by the terms and conditions of the insurance contract.
- B. Payment of Premium.

1. Except as recommended by the Premium Stabilization Committee and approved by the Association and the Elko County Commission the County shall pay 100% of the cost of the premium for employee only group health and vision insurance for the term of this agreement. Any portion of the employee-only premium paid by the employee shall be by payroll deduction and will be effective on and after August 1, 2012.
2. Employees who desire to have dependent health and vision insurance shall pay for such coverage.
3. Upon termination from County employment, the employee shall have the option of converting the health insurance coverage as provided by applicable law.

C. Retirees Premium Supplement.

1. If the retiree elects to participate in the County's group health insurance program, the County shall contribute \$100.00 per month to be applied to the retiree's group health insurance premium.
2. The payment as set forth above shall be made with the first bi-weekly payroll of the applicable month.

## **ARTICLE 23 – LEAVE OF ABSENCE**

A. Leave of Absence Without Pay

1. Leave without pay may be granted only to an employee who desires to return to County service.
2. Leave without pay of less than thirty (30) days may be granted by the County Manager.
3. Leave without pay of thirty (30) days or more may be granted for the good of the public service as determined by the Board of County Commissioners.
4. The employee shall retain his/her status as a public employee and shall retain his/her leave and benefits accrued prior to the leave.

B. Military Leave

Leave is granted to an employee for authorized military training duties in compliance with applicable Nevada and federal law.

C. Leave of Absence with Pay

1. A leave of absence with pay shall be granted to any employee who serves on a jury or as a witness for the federal government, the State of Nevada, or a political subdivision thereof. The employee shall be paid his/her regular salary while on court leave and retain any witness or jury duty fees, when summoned for jury duty or serving as a witness in any case. When an employee, serving in his/her official capacity as a County employee and as part of his/her required duties, serves as a witness in any case, he shall not receive witness fees. Per diem and transportation costs may be paid by the requesting jurisdiction, considering such variables as whether or not the case is a criminal or civil matter, whether it is in State or out-of-state, the length of time the employee is required to stay away from the job and who receives ultimate benefit from the County employee's testimony. Court leave shall not be charged to any employee's annual leave balance.
2. When it is impractical for a registered voter to vote before or after his/her normal working hours, an employee will be granted sufficient time to vote.

D. Unauthorized Absence

1. An unauthorized absence from work shall be treated as leave without pay, and shall be a cause for disciplinary action.
2. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from County employment.

**ARTICLE 24 – TRAINING PROGRAMS**

- A. Unit employees shall be compensated for mandatory attendance at training programs in accordance with the provisions of the Fair Labor Standards Act, 29 U.S.C. Section 201 and following.
- B. Ambulance Employee Training: Ambulance Employees are required to maintain specific certifications based on their individual employment classifications. The County considers the maintenance of all certifications required as part of an employee's classification to be a condition of employment. *Because* the maintenance of such certifications is a condition of employment, the County will, at its expense, schedule and provide Ambulance Employees with access to training which is sufficient to ensure that each classification of Ambulance Employee may remain compliant with the certifications required for his or her individual employment classification. The County will provide Ambulance Employees with thirty (30) days written notice of the scheduling of each training provided pursuant to this provision.

Should an Ambulance employee be unavailable to attend a scheduled training, which is required for that employee's individual employment classification, because he or she is

unavailable due to a work-related conflict, the County, upon receipt of written approval for said absence issued by the Ambulance Director, shall provide the employee with said training at a later date. Should an Ambulance employee fail to attend a scheduled training which is required for that employee's individual employment classification for a reason that is not the result of a work-related conflict, that employee shall be required to obtain the training provided during the training course on the employee's own time and at his or her expense.

#### **ARTICLE 25 – EMPLOYEE DEDUCTIONS**

- A. Upon receipt of a written authorization voluntarily executed by an employee, the County will deduct monthly Association dues from the salary of an employee who so requests and transmit said monies to the Association. The parties shall agree upon the form of the written authorization.
- B. The Association shall indemnify and hold the County harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which arise or may arise out of or by reason of any action taken or not taken by the County pursuant to paragraph A above.

#### **ARTICLE 26 – LAYOFF AND RECALL**

##### **A. Layoff**

The following procedures shall be followed when the County Commissioners determine, due to lack of work or lack of money, that layoffs are to occur.

- 1. The County Commissioners, after consulting with the County Manager and Department Heads shall determine whether the layoff shall be implemented on a County-wide basis, or in one or more departments, work groups or job classifications. When the scope of the layoff(s) is determined, the affected employee(s) shall be selected for layoff based on length of County service: i.e. the one(s) with the least seniority shall be laid off first. If two (2) or more employees have equal seniority, the Board of County Commissioners shall consider the following factors in selecting which employee will be laid off including, but not limited to, prior performance, productivity, efficiency, qualifications, attitude, attendance, punctuality and length of service.
- 2. Regular employees shall not be laid off until all temporary, seasonal and probationary employees in the affected classifications have been separated from the County service.
- 3. In the absence of a fiscal emergency, the County Manager shall notify those employees to be laid off five (5) calendar weeks prior to the effective date of any such layoff.



4. An employee laid off shall not have the right to a pre-termination hearing or an administrative appeal except as provided in paragraph B of this article.

#### B. Appeal

1. Any appeal of the application of the layoff criteria set forth in paragraph A(1) of this Article must be signed by the employee and Association and submitted to the Department Head and the County Manager within 5 working days of the receipt of the layoff notice. The County Manager will schedule an informal meeting before the Layoff Review Committee (“the Committee”) within five (5) working days. This Committee will hear all layoff appeals to determine whether the layoff criteria as set forth in paragraph A (1) above were correctly applied. Unless appealed, the decision of the Committee will be final and shall be issued within five (5) working days of the hearing.
2. The Association will select two (2) representatives and the County will select two (2) representatives on the standing Committee. A majority vote of the Committee will be necessary to reverse the initial decision. The Committee shall develop a procedure for the layoff review process prior to conducting any review.
3. If the Committee is unable to reach a decision, the initial layoff determination and the written appeal shall be submitted to the County Commissioners for a final and binding determination, unless rescinded by the employee.

#### C. Recall

1. An employee laid off under this Article shall have his/her name placed on a County reemployment list for a period of twelve (12) months. If the positions in which the layoffs occurred become available, those laid off employees on the reemployment list who occupied those positions prior to the layoff shall be eligible for reemployment in reverse order of layoff. If two or more employees were laid off at the same time eligibility for reemployment shall be based on the same merit and length of County service factors as set forth in paragraph A(1) of this Article. An employee rehired from a valid reemployment list to his/her former position shall receive his/her prior salary. Employees on the reemployment list who are selected for rehire shall be notified by certified mail, return receipt requested, at their last known address, and shall within ten (10) calendar days of receipt respond affirmatively by certified mail or in person that they are accepting reemployment. Failure to respond in a timely manner will mean that the person has refused the reemployment offer. The person’s name shall be removed from the reemployment list. An employee must return to work within two (2) weeks of acceptance of the offer.
2. Upon rehire or reemployment after layoff, the time that the person was on layoff

shall be counted as a break in service.

### **ARTICLE 27 – PRIVATE AUTOMOBILES**

- A. Where an employee is required by a Department Head to use his/her private automobile in the performance of County business, he/she shall be reimbursed at the rate established by Nevada Revised Statutes for each mile actually traveled in the performance of such County business. In the event an employee is required to use a passenger vehicle in the performance of his/her job, the County will make every effort to provide a County vehicle for use.

### **ARTICLE 28 – ACTING PAY**

- A. In the event there is a temporary assignment of duties and responsibilities of a higher classification, the employee shall be compensated according to the following policies and procedures:
1. Pay for work in a higher classification is a short-term remedy in those instances where temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position, or when there is a vacant position in a higher classification requiring the temporary assignment of duties.
  2. When the conditions of this Article have been met, the employee is entitled to an increase of 6% in salary for the time performing under the written direction provided for in this Article after the employee has worked in the higher classification for a minimum of 15 consecutive working days, in which case the increase in salary shall take effect on the 16<sup>th</sup> consecutive working day, and shall be retroactive to the first day of work performed during such appointment. The increase in salary, is effective only when the conditions of this Article have been complied with.
  3. Acting pay is not paid when the employee acting in a higher capacity is off for a holiday, is on leave status, or the acting employee is doing so for training purposes.
  4. The department head or elected official, as the case may be, shall confirm the dates and length of the assignment, as well as the duties assigned to the employee in writing prior to the assignment.
  5. Acting pay may not exceed thirty (30) days without the written approval of the County Manager first obtained.
  6. No acting pay will be given without the appropriate written approval.

## **ARTICLE 29 – GROUP LIFE INSURANCE**

- A. The County shall pay 100% of the cost of the premium for a \$20,000.00 Group Term Life Insurance policy for employees covered by this agreement.

## **ARTICLE 30 – UNIFORM ALLOWANCE**

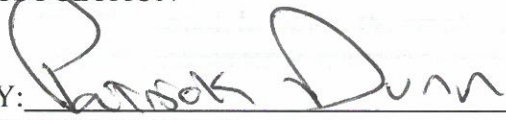
- A. Ambulance employees shall be provided with uniform shirts and uniform pants.
  - a. The County shall furnish new full-time hires with at least two (2) sets of uniforms (shirts and pants).
  - b. Employees shall maintain all uniforms in a clean and serviceable condition as determined by the Ambulance Director. The County shall replace uniforms damaged or rendered unserviceable in the line of duty subject to review and approval of the claim by the Ambulance Director which approval shall not be unreasonably withheld.


IN WITNESS WHEREOF, the County, the Unincorporated Town of Jackpot and the Association have caused this agreement to be duly executed by their authorized representatives this 4<sup>th</sup> day of December, 2019.

COUNTY OF ELKO  
BOARD OF COMMISSIONERS

BY:   
REX STENINGER, Chair

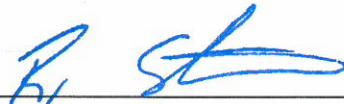
ELKO COUNTY EMPLOYEES'  
ASSOCIATION

BY:   
PATRICK DUNN, President

ATTEST:   
BY: \_\_\_\_\_  
KRIS JAKEMAN, County Clerk

ATTEST: \_\_\_\_\_  
BY:   
ROBERT BRENSEL, Secretary

TOWN BOARD OF THE  
UNINCORPORATED TOWN OF JACKPOT

BY:   
REX STENINGER, Chair

ATTEST: \_\_\_\_\_  
BY:   
KRIS JAKEMAN, County Clerk

## APPENDIX A – SALARY SCHEDULE

In the fall of 2019, the County discovered three (3) employees in the classifications covered by the ECEA’s collective bargaining agreements were not in fact employees of the County, instead were employees of the Elko County Fire Protection District; a distinct governmental entity. The parties agree it is inappropriate to include employees who are not employed by the County in the ECEA collective bargaining agreements because the County is not at liberty to negotiate on behalf of the employee’s employer. As such, the parties have agreed to revise Appendix A to reflect only those classifications of employees who are employed by Elko County, and removes classifications from the collective bargaining agreement where said classifications are not employed by the County.

In light of the foregoing, the Parties agree to the following amendment to Appendix A:

**ECEA - SUPERVISOR BARGAINING UNIT**

### FY 20 3.0% BASE SALARY INCREASE - EFFECTIVE JULY 1, 2019

FOR JULY 1, 2019 TO JULY 22, 2019

POSITION TITLE	JOB CODE	DEPT CODE	GRADE	STEP									
				1	2	3	4	5	6	7	8	9	10
CHIEF DEPUTY CLERK	19502	11	502	27.9865	28.8261	29.6909	30.5817	31.4991	32.4441	33.4174	34.4199	35.4525	36.5161
ADMINISTRATIVE DEPUTY RECORDER	16501	15	503	24.2365	24.9636	25.7125	26.4839	27.2784	28.0968	28.9397	29.8079	30.7021	31.6232
DEPUTY ASSESSOR	20502	14	504	30.4867	31.4013	32.3433	33.3136	34.3130	35.3424	36.4027	37.4947	38.6196	39.7782
RECREATION PROGRAM OPERATIONS SUPERVISOR	23110	79	505	19.9678	20.5668	21.1838	21.8193	22.4739	23.1481	23.8426	24.5579	25.2946	26.0534
ADMINISTRATIVE DEPUTY TREASURER	15105	16	507	25.5987	26.3667	27.1577	27.9724	28.8116	29.6759	30.5662	31.4832	32.4277	33.4005
OFFICE MANAGER - PUBLIC DEFENDER	19505	46	508	23.6122	24.3206	25.0502	25.8017	26.5758	27.3731	28.1942	29.0401	29.9113	30.8086
ASSISTANT LIBRARY DIRECTOR	29106	70	510	29.4246	30.3074	31.2166	32.1531	33.1177	34.1112	35.1345	36.1886	37.2742	38.3925
CIRCULATION SUPERVISOR	29105	70	511	20.3345	20.9445	21.5728	22.2200	22.8866	23.5732	24.2804	25.0088	25.7591	26.5319
PUBLIC WORKS SUPERINTENDENT	14503	18	512	29.1325	30.0065	30.9067	31.8339	32.7889	33.7726	34.7858	35.8293	36.9042	38.0114
JACKPOT PUBLIC WORKS SUPERINTENDENT	14502	61	513	32.0458	33.0071	33.9974	35.0173	36.0678	37.1498	38.2643	39.4123	40.5946	41.8126
LEADMAN - HIGHWAY DEPARTMENT	17106	60	515	23.0888	23.7815	24.4949	25.2297	25.9866	26.7662	27.5692	28.3963	29.2482	30.1256
CHILD SUPPORT PROGRAM MANAGER	19104	47	516	25.8849	26.6615	27.4613	28.2852	29.1337	30.0077	30.9080	31.8352	32.7903	33.7740
REAL PROPERTY RECORDS SUPERVISOR	20104	14	517	22.3689	23.0400	23.7312	24.4431	25.1764	25.9317	26.7097	27.5110	28.3363	29.1864
ASSISTANT DIRECTOR - IT	13104	19	520	31.1613	32.0962	33.0590	34.0508	35.0723	36.1245	37.2082	38.3245	39.4742	40.6584
LEAD MECHANIC	17107	32	522	23.0767	23.7690	24.4821	25.2166	25.9731	26.7523	27.5548	28.3815	29.2329	30.1099
ASSISTANT OFFICE MANAGER - DISTRICT ATTORNEY	19149	31	523	27.5888	28.4164	29.2689	30.1470	31.0514	31.9829	32.9424	33.9307	34.9486	35.9971
ASSISTANT AMBULANCE DIRECTOR	22702	31	524	24.0168	24.7373	25.4794	26.2438	27.0311	27.8421	28.6773	29.5377	30.4238	31.3365

ECEA - SUPERVISOR BARGAINING UNIT  
 SALARY TABLE IN EFFECT AUGUST 1, 2019  
 FOR JULY 23, 2019 TO JUNE 30, 2020

**.625% PERS DECREASE - EFFECTIVE JULY 22, 2019**

POSITION TITLE	JOB CODE	DEPT CODE	GRADE	STEP									
				1	2	3	4	5	6	7	8	9	10
CHIEF DEPUTY CLERK	19502	11	502	27.8116	28.6460	29.5054	30.3905	31.3022	32.2413	33.2085	34.2048	35.2309	36.2879
ADMINISTRATIVE DEPUTY RECORDER	16501	15	503	24.0850	24.8076	25.5518	26.3184	27.1079	27.9212	28.7588	29.6216	30.5102	31.4255
DEPUTY ASSESSOR	20502	14	504	30.2961	31.2050	32.1412	33.1054	34.0985	35.1215	36.1752	37.2604	38.3782	39.5296
RECREATION PROGRAM OPERATIONS SUPERVISOR	23110	79	505	19.8430	20.4383	21.0514	21.6830	22.3335	23.0035	23.6936	24.4044	25.1365	25.8906
ADMINISTRATIVE DEPUTY TREASURER	15105	16	507	25.4387	26.2019	26.9879	27.7976	28.6315	29.4904	30.3751	31.2864	32.2250	33.1917
OFFICE MANAGER - PUBLIC DEFENDER	19505	46	508	23.4647	24.1686	24.8937	25.6405	26.4097	27.2020	28.0180	28.8586	29.7243	30.6161
ASSISTANT LIBRARY DIRECTOR	29106	70	510	29.2407	30.1179	31.0215	31.9521	32.9107	33.8980	34.9150	35.9624	37.0413	38.1525
CIRCULATION SUPERVISOR	29105	70	511	20.2074	20.8136	21.4380	22.0811	22.7436	23.4259	24.1287	24.8525	25.5981	26.3660
PUBLIC WORKS SUPERINTENDENT	14503	18	512	28.9504	29.8190	30.7135	31.6349	32.5840	33.5615	34.5683	35.6054	36.6736	37.7739
JACKPOT PUBLIC WORKS SUPERINTENDENT	14502	61	513	31.8455	32.8009	33.7849	34.7984	35.8424	36.9176	38.0252	39.1659	40.3409	41.5512
LEADMAN - HIGHWAY DEPARTMENT	17106	60	515	22.9445	23.6328	24.3418	25.0721	25.8242	26.5989	27.3969	28.2188	29.0654	29.9373
CHILD SUPPORT PROGRAM MANAGER	19104	47	516	25.7231	26.4948	27.2897	28.1084	28.9516	29.8202	30.7148	31.6362	32.5853	33.5629
REAL PROPERTY RECORDS SUPERVISOR	20104	14	517	22.2291	22.8960	23.5829	24.2904	25.0191	25.7696	26.5427	27.3390	28.1592	29.0040
ASSISTANT DIRECTOR - IT	13104	19	520	30.9666	31.8955	32.8524	33.8380	34.8531	35.8987	36.9757	38.0850	39.2275	40.4043
LEAD MECHANIC	17107	32	522	22.9325	23.6205	24.3291	25.0590	25.8107	26.5851	27.3826	28.2041	29.0502	29.9217
ASSISTANT OFFICE MANAGER - DISTRICT ATTORNEY	19149	31	523	27.4163	28.2388	29.0860	29.9586	30.8573	31.7830	32.7365	33.7186	34.7302	35.7721
ASSISTANT AMBULANCE DIRECTOR	22702	31	524	23.8667	24.5827	25.3202	26.0798	26.8622	27.6681	28.4981	29.3530	30.2336	31.1406