

LABOR AGREEMENT

BETWEEN

THE COUNTY OF ELKO,

THE UNINCORPORATED TOWN OF JACKPOT

AND

**THE ELKO COUNTY EMPLOYEES' ASSOCIATION
(General Unit)**

July 1, 2021 through June 30, 2023

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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, 2021 and shall remain in full force and effect until June 30, 2023. 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 1st 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, 2023.
- 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 1st, the ground rules meeting need not take place on or before March 1st. 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 31st, the meeting will not take place before March 31st.

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:
1. Association recreational and social affairs;
 2. Notice of Association meetings;
 3. Association officers and committee appointments;
 4. Notice of Association elections;
 5. Results of Association elections; and
 6. 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 14(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 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 14(A). This concession complies with SB 241, Section 1(2015).

ARTICLE 13 – LABOR MANAGEMENT COMMITTEE

- A. A committee of the County and the Association (not to exceed three (3) employees) may meet monthly or less frequently when mutually agreed. The meetings will commence at 4:00 p.m. and 5:00 p.m. alternatively, and on mutually agreed dates and shall be for the purposes of:
 - 1. Discussing the administration of this agreement;
 - 2. Exchanging general information of interest to the parties;
 - 3. Giving the Association representatives the opportunity to share the views of their

members and/or make suggestions on subjects of interest to their members;

4. Discussing alternative group insurance programs;
5. Discussing the implementation of a pay-for-performance compensation plan;
6. Discussing a Classification and Compensation study.

B. The time spent by Association members of this Committee who attend such meetings shall not be considered hours worked. However, in respect to those meetings which commence at 4:00 p.m., Association members of the committee who attend such meetings will continue to be compensated until 5:00 p.m.

ARTICLE 14 – COMPENSATION

A. FY2022 (July 1, 2021 – June 30, 2022) – There shall be no base salary increase.

FY2023 (July 1, 2022 – June 30, 2023) – Effective the first pay period following July 1, 2022, the FY2023 Salary Schedule attached hereto as Exhibit A, and incorporated herein by this reference will be added to this Agreement, and will replace the current Salary Schedule contained in Appendix A. At that time, all employees subject to this agreement will be moved to the FY2023 Salary Schedule.

B. Step Increases

Full time employees will be granted a one-step 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 45 days of an employee's anniversary date of their hire. If not completed within 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 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 their 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 a rate consistent with Elko County's Job Descriptions and Classification Policy Manual, but no higher than Step Five (5).
- 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 15 – 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 16 grievance procedure.

ARTICLE 16 – 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 (3) 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 17 – 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 at 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.

Road Department employees covered by this agreement 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 and sick leave 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 Article 21 of this Agreement.
- E. 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.
- F. Compensatory time off should be used in the one hundred twenty (120) days following accrual. Unless otherwise determined by the County, only in emergencies or repeated refusal for use will an employee be permitted to continue to accrue compensatory time off.
- G. 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.
- H. All overtime must be approved in writing by the employee's Department Head. 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. Overtime shall not be paid more than once for the same hours worked.
- J. 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.
- K. The term "working day" used in Articles 9, 15, and 17 of this Agreement shall refer to Monday through Friday, when the term is used to establish specific timelines.
- L. 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.
- M. 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.
- N. Employees shall be granted a thirty (30) minute rest period during the course of their shifts.

ARTICLE 18 – 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 19 – ANNUAL LEAVE

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

Years of Service	Scheduled Hours		
	6 hour day / 30 per week	8/10 hours / 40 per week	24 hour day / 56 hours per week
0-4	2 weeks/60 hours per year 2.31 hours per pay period	2 weeks/80 hours per year 3.08 hours per pay period	2 weeks/112 hours per year 4.31 hours per pay period
5-9	3 weeks/90 hours per year 3.46 hours per pay period	3 weeks/120 hours per year 4.62 hours per pay period	3 weeks/168 hours per year 6.46 per pay period
10-14	4 weeks/120 hours per year 4.62 hours per pay period	4 weeks/160 hours per year 6.15 hours per pay period	4 weeks/224 hours per year 8.62 hours per pay period
15+	5 weeks/150 hours per year 5.77 hours per pay period	5 weeks/200 hours per year 7.69 hours per pay period	5 weeks/280 hours per year 10.77 hours per pay period
Max. Carry Over Hours	180 hours / 6 weeks	240 Hours / 6 weeks	336 hours / 6 weeks

*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 1st in which case the excess will be subject to use or forfeiture by March 30th 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 19, "Annual Leave", Article 21, "Holidays and Holiday Pay," and Article 22, "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 twenty-four (24) hour employees, a "working day" will equal twenty four (24) 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 annual leave up to the number of hours required to covered their regularly scheduled shifts. Overtime shifts are not considered regularly scheduled shifts for the purposes of this Article. Annual leave taken during a work week will be paid at an employee's straight time rate.

ARTICLE 20 – 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 21 – 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
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	The First Monday in 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 day 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 26th, 24-Hour employees will receive holiday pay for working on Sunday December 25th, but will not receive holiday pay for working on December 26th, 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 24th will receive their normal hourly rate from 0700 on the 24th to 0700 on the 25th (24 total hours on duty). In addition, the employee will receive holiday pay from midnight (00:00) of the 25th to 0700 on the 25th (7 hours). An employee working a full 24-hour shift for December 25th (0700 on the 25th to 0700 in the 26th) will receive holiday pay from 0700 on the 25th 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 22 – 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 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 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 days (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.
- 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.

H. 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 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 (5) 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 23 – 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 24 – 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 ninety (90) days may be granted by the County Manager.
3. Leave without pay of ninety (90) 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 25 – 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 classifications 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 26 – 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 27 – 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(s) 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 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(s) 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 five (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 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 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 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 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 28 – 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 29 – TOOL REPLACEMENT

- A. The County will replace the tools of employees classified as mechanic when such tools are lost or broken while used for County business.
- B. Except for mechanics, neither the County nor any Department Head shall require employees to furnish or use their own tools.

ARTICLE 30 – 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 31 – EMPLOYEES CLOTHING ALLOWANCE

- A. Elko County Public Works employees will be provided with one pair of coveralls and one pair of gloves that meet safety standards for electrical work. This clothing shall be maintained in a clean and serviceable condition as determined by the Public Works Director. The County shall replace the coveralls and gloves damaged or rendered unserviceable in the line of duty subject to review and approval of the claim by the Public Works Director which approval shall not be unreasonably withheld.
- B. Ambulance Employees Clothing Allowance: 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.

- C. The County will work with the Sheriff's Office to ensure that the Sheriff's Office provides the Animal Control Officer and/or the Civil Process Server with any required uniform components; including the maintenance and/or replacement of said components.

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 24TH day of June, 2022.


COUNTY OF ELKO
BOARD OF COMMISSIONERS

BY: 
DELMO ANDREOZZI, Chair

ATTEST:


BY: _____
KRIS JAKEMAN, County Clerk

ELKO COUNTY
EMPLOYEES' ASSOCIATION

BY: 
JOSHUA KIRBY, President

ATTEST:

BY: _____
ECEA Secretary

TOWN BOARD OF THE
UNINCORPORATED TOWN OF JACKPOT

BY: 
DELMO ANDREOZZI, Chair

ATTEST:


BY: _____
KRIS JAKEMAN, County Clerk

APPENDIX A – SALARY TABLE

FY23 SALARY SCHEDULE										
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
E01	\$ 12.24	\$ 12.65	\$ 13.06	\$ 13.46	\$ 13.87	\$ 14.28	\$ 14.69	\$ 15.10	\$ 15.50	\$ 15.91
E02	\$ 13.16	\$ 13.82	\$ 14.47	\$ 15.14	\$ 15.79	\$ 16.45	\$ 17.11	\$ 17.77	\$ 18.42	\$ 19.08
E03	\$ 14.15	\$ 14.85	\$ 15.56	\$ 16.27	\$ 16.97	\$ 17.68	\$ 18.39	\$ 19.09	\$ 19.80	\$ 20.51
E04	\$ 15.21	\$ 15.96	\$ 16.73	\$ 17.48	\$ 18.25	\$ 19.00	\$ 19.77	\$ 20.53	\$ 21.29	\$ 22.05
E05	\$ 16.35	\$ 17.17	\$ 17.98	\$ 18.80	\$ 19.61	\$ 20.43	\$ 21.25	\$ 22.06	\$ 22.89	\$ 23.70
E06	\$ 17.57	\$ 18.45	\$ 19.33	\$ 20.21	\$ 21.08	\$ 21.96	\$ 22.85	\$ 23.73	\$ 24.60	\$ 25.48
E07	\$ 18.89	\$ 19.84	\$ 20.78	\$ 21.73	\$ 22.66	\$ 23.61	\$ 24.56	\$ 25.50	\$ 26.45	\$ 27.39
E08	\$ 20.31	\$ 21.32	\$ 22.34	\$ 23.35	\$ 24.37	\$ 25.39	\$ 26.40	\$ 27.42	\$ 28.43	\$ 29.45
E09	\$ 21.83	\$ 22.92	\$ 24.01	\$ 25.10	\$ 26.19	\$ 27.29	\$ 28.38	\$ 29.47	\$ 30.56	\$ 31.65
E10	\$ 23.47	\$ 24.64	\$ 25.82	\$ 26.99	\$ 28.16	\$ 29.34	\$ 30.51	\$ 31.68	\$ 32.85	\$ 34.03
E11	\$ 25.22	\$ 26.49	\$ 27.75	\$ 29.01	\$ 30.27	\$ 31.54	\$ 32.79	\$ 34.06	\$ 35.32	\$ 36.58
E12	\$ 27.12	\$ 28.48	\$ 29.84	\$ 31.19	\$ 32.54	\$ 33.89	\$ 35.25	\$ 36.61	\$ 37.96	\$ 39.32
E13	\$ 29.15	\$ 30.61	\$ 32.07	\$ 33.53	\$ 34.99	\$ 36.44	\$ 37.90	\$ 39.35	\$ 40.81	\$ 42.27
E14	\$ 31.33	\$ 32.91	\$ 34.48	\$ 36.04	\$ 37.61	\$ 39.18	\$ 40.74	\$ 42.31	\$ 43.87	\$ 45.44
E15	\$ 33.69	\$ 35.37	\$ 37.06	\$ 38.74	\$ 40.43	\$ 42.12	\$ 43.80	\$ 45.48	\$ 47.16	\$ 48.85
E16	\$ 36.22	\$ 38.03	\$ 39.84	\$ 41.65	\$ 43.46	\$ 45.27	\$ 47.08	\$ 48.89	\$ 50.70	\$ 52.51
E17	\$ 38.93	\$ 40.88	\$ 42.83	\$ 44.77	\$ 46.72	\$ 48.66	\$ 50.61	\$ 52.56	\$ 54.51	\$ 56.46
E18	\$ 41.85	\$ 43.94	\$ 46.04	\$ 48.13	\$ 50.22	\$ 52.32	\$ 54.41	\$ 56.50	\$ 58.60	\$ 60.69
E19	\$ 44.99	\$ 47.25	\$ 49.49	\$ 51.74	\$ 53.99	\$ 56.24	\$ 58.49	\$ 60.74	\$ 62.99	\$ 65.24
E20	\$ 48.37	\$ 50.79	\$ 53.20	\$ 55.62	\$ 58.04	\$ 60.46	\$ 62.87	\$ 65.29	\$ 67.72	\$ 70.14
E21	\$ 51.99	\$ 54.59	\$ 57.19	\$ 59.79	\$ 62.39	\$ 64.99	\$ 67.60	\$ 70.20	\$ 72.79	\$ 75.39
E22	\$ 55.90	\$ 58.69	\$ 61.49	\$ 64.28	\$ 67.08	\$ 69.87	\$ 72.66	\$ 75.46	\$ 78.25	\$ 81.05
E23	\$ 60.09	\$ 63.09	\$ 66.10	\$ 69.09	\$ 72.10	\$ 75.10	\$ 78.11	\$ 81.11	\$ 84.12	\$ 87.13
E24	\$ 64.60	\$ 67.82	\$ 71.05	\$ 74.28	\$ 77.51	\$ 80.74	\$ 83.97	\$ 87.20	\$ 90.43	\$ 93.66