

AGREEMENT

THE COUNTY OF LANDER, NEVADA

And

OPERATING ENGINEERS, LOCAL 3

of

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

AFL-CIO

July 1, 2025 to June 30, 2031

## Table of Contents

|  |    |
|--|----|
| PREAMBLE .....   | 4  |
| ARTICLE 1: RECOGNITION .....                           | 4  |
| ARTICLE 2: DEFINITIONS .....                           | 4  |
| ARTICLE 3: NONDISCRIMINATION .....                     | 5  |
| ARTICLE 4: MANAGEMENT RIGHTS .....                     | 5  |
| ARTICLE 5: DISCHARGE AND DISCIPLINARY ACTION .....     | 6  |
| ARTICLE 6: PROCEDURE FOR FILLING VACANCIES .....       | 7  |
| ARTICLE 7: ACCIDENT LEAVE .....                        | 8  |
| ARTICLE 8: ANNUAL LEAVE.....                           | 9  |
| ARTICLE 9: BEREAVEMENT LEAVE.....                      | 10 |
| ARTICLE 10: MILITARY LEAVE .....                       | 11 |
| ARTICLE 11: SICK AND MATERNITY LEAVE .....             | 11 |
| ARTICLE 12: UNION BUSINESS LEAVE.....                  | 14 |
| ARTICLE 13: MEETING ROOMS AND BULLETIN BOARDS .....    | 15 |
| ARTICLE 14: JURY DUTY/COURT APPEARANCE.....            | 15 |
| ARTICLE 15: EDUCATIONAL COURSES .....                  | 16 |
| ARTICLE 16: SALARIES .....                             | 16 |
| ARTICLE 17: UNION DUES .....                           | 17 |
| ARTICLE 18: OVERTIME.....                              | 18 |
| ARTICLE 19: CALL BACK .....                            | 19 |
| ARTICLE 20: STANDBY PAY.....                           | 19 |
| ARTICLE 21: WORKING OUT OF CLASSIFICATION.....         | 19 |
| ARTICLE 22: SENIORITY .....                            | 19 |
| ARTICLE 23: HOLIDAYS .....                             | 20 |
| ARTICLE 24: HEALTH AND WELFARE .....                   | 21 |
| ARTICLE 25: RETIREMENT .....                           | 22 |
| ARTICLE 26: PERSONNEL FILE .....                       | 22 |
| ARTICLE 27: GRIEVANCE PROCEDURE .....                  | 23 |
| ARTICLE 28: STRIKES .....                              | 25 |
| ARTICLE 29: ASSIGNMENTS REQUIRING MOTOR VEHICLES ..... | 25 |
| ARTICLE 30: HEALTH AND SAFETY .....                    | 26 |
| ARTICLE 31: SAVINGS CLAUSE.....                        | 26 |
| ARTICLE 32: WARRANT OF AUTHORITY .....                 | 26 |
| ARTICLE 33: EFFECTIVE DATE AND DURATION .....          | 26 |
| ARTICLE 34: DRUG & ALCOHOL TESTING POLICY .....        | 26 |

|                                  |    |
|----------------------------------|----|
| ARTICLE 35: EMS DEPARTMENT.....  | 26 |
| ARTICLE 36: PERS CONVERSION..... | 27 |
| SIGNATURE PAGE .....             | 29 |
| APPENDIX B.....                  | 30 |
| APPENDIX A.....                  | 31 |
| APPENDIX A2.....                 | 32 |

## **PREAMBLE**

The County is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the County.

Both the County and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services.

Both parties recognize this mutual responsibility. They have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the County and its employees, and with the intention and desire to foster and promote the responsibility of sound, stable and peaceful labor relations between the County and its employees;

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Nevada;

The parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in the Agreement.

## **ARTICLE 1: RECOGNITION**

Lander County, hereafter called County, recognizes the Operating Engineers Local 3, hereafter called Union, as the exclusive representative of all regular employees employed by Lander County, as certified under the provisions of Nevada Revised Statutes, Chapter 288. The following positions will be excluded from the bargaining unit:

Assistant District Attorney

Directors

Probationary Employees

Seasonal Employees

Part Time Employees (working less than 20 hours per week)

Supervisors

Administrative Assistant

Department Heads

Administrative Assistant to the County Manager

Any Hourly At-Will Employees

## **ARTICLE 2: DEFINITIONS**

### **A. TYPES OF COUNTY EMPLOYMENT**

1. Temporary: A temporary employee is an employee who is hired for a period not to exceed six (6) months. If a temporary employee's status is changed to probationary, his or her probationary period shall be retroactive to the date of employment.
2. Regular Intermittent: A regular intermittent employee is an employee who is filling a budgeted position. The hours the employee is required to work are at the discretion of his or her department head.
3. Probationary: A probationary employee is an employee who is hired to fill a budgeted position. Such employees will remain in probationary status for (6) six months of continuous employment and may be terminated at the discretion of the supervisor. The County may extend an employee's probationary period for up to sixty (60) calendar days by issuing prior written notification to the employee and the Union prior to the end of the six (6) month probationary period. Such terminations shall not be for the purpose of keeping jobs filled with probationary employees.
4. Regular: Except as conditions above, a regular employee is one who has completed a six (6) month probationary period. The term "employee" as used in this Agreement applies to those persons having a regular appointment to the work force of the County, as listed in Appendix A.

#### B. TRANSFER

Is defined to mean any movement of an employee from one position to another position in the same class or related class with the same salary grade, or the movement of the employee with his or her position or classification to another location.

### ARTICLE 3: NONDISCRIMINATION

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

### ARTICLE 4: MANAGEMENT RIGHTS

The County retains the sole right to manage its affairs and direct its work force within the existing framework of the Nevada Revised Statutes, but not limited to the right to plan, direct and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees including qualifications under the layoff procedure; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of mundane order, safety and/or effective operations of its facilities; and to require compliance therewith by employees; to discipline and discharge employees for cause. The County shall have

all other rights and prerogatives, including those exercised unilaterally in the past, subject to express restrictions on such rights, if any, as are provided in the Agreement or N.R.S. 288.

## **ARTICLE 5: DISCHARGE AND DISCIPLINARY ACTION**

- A. The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion, or discharge. Only the following disciplinary actions may be grieved to step 3 (arbitration): suspension without pay exceeding three (3) days, involuntary demotion, or discharge. Grievances do not postpone disciplinary action.
- B. The County shall have the right to discharge or discipline any employee for cause, but in determining discipline, the County shall not transfer or reassign any employee for disciplinary purposes.

The term "cause" shall include, but not be limited to the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports; recording on another employee's time card; failure to properly record time; performance of work below required standards; suspension or revocation of a driver's license when possession of a valid driver's license is a condition of employment; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; theft; destroying or willfully damaging the property of another employee or the County; acceptance of a bribe from citizens, vendors, suppliers or others; misuse of County funds; the use or being under the influence of drugs or alcoholic beverages, on the job, during working hours; carrying or possessing firearms while on the job; excessive tardiness or absenteeism; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication with false or defamatory oral or written statements directed against a fellow employee, the County or management or the County Commission; sleeping on the job, or failure to comply with County safety rules; loss or suspension of license or certification that are a condition of employment; harassment and sexual harassment of other employees or the general public.

- C. As determined by the County, the level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant discharge, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension with pay; (4) suspension without pay; or (5) involuntary demotion. One or more of the actions 1 through 5 may occur prior to discharge. The County shall notify the Union within ten (10) working days after the issuance of a written reprimand, however, this notification shall not extend the time for filing a grievance.
- D. The County shall notify the Union of its intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Union Representative are informed of the allegations and

given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

- E. The County may not discharge employees covered by this contract for cause without first giving the employee and the Union written notice prior to the action being taken.

The written notice shall include the following:

1. A statement that discharge is proposed and the specific charges.
2. Copies of any material or documents upon which the proposed action is based.
3. A statement that the employee has a right to meet with the County to discuss the proposed action.
4. The date, time and location of the pre-termination meeting.

The employee and Union representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for the consideration of evidence the employee produced or further investigation of the employee's response. Failure of the employee to attend these scheduled pre-termination meetings constitutes a waiver of the pre-termination meeting.

- F. In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the County or substantially disrupt County operation, the County may immediately place the employee on Administrative leave with pay upon giving the appropriate notice in Sections D and E.
- G. Any record of disciplinary action, excluding oral warnings, to remain effective, must be placed in the employee's official personnel file.
- H. Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.
- I. Involuntary demotions shall be limited to instances of documented substandard performance during and after completion of the probationary period.
- J. Any time limits contained in this Article may be extended by written mutual agreement of the Employee or Union and the County.
- K. For the purposes of this Article, "County" includes the County Manager, Elected Official, Department Heads and County Commissioners.
- L. Probationary employees are not covered by this article.

#### **ARTICLE 6: PROCEDURE FOR FILLING VACANCIES**

- A. All bargaining unit position vacancy announcements shall contain all necessary information regarding the position and shall first be posted on at least one bulletin board in each County courthouse for at least five (5) working days prior to the deadline for applications contained on the vacancy announcement.

- B. The Union Steward, designated by the Union and working in the Battle Mountain Courthouse and in Austin shall receive a copy of the announcement.
- C. Employees interested in being considered for the position shall submit an application to Human Resources.
- D. All employee applicants for positions shall be considered in determining who is best qualified for the position. Factors to be considered in making the selection will include County service, appropriate education, training, experience, past performance and the result of an oral interview, if necessary. All other factors being equal, the length of service and the training received within the County will be the deciding factors, and the result of an oral interview with the Department Head, Elected Official, or selection team if necessary.
- E. All employee applicants will be advised of the outcome of their applications. The rejection of an applicant shall not be subject to grievance under the grievance procedure.
- F. Intra-departmental promotions shall not be governed by the provision herein as to the announcement of vacancies.
- G. All County employees that have been promoted or transferred will serve a thirty (30) calendar day probationary period.
- H. Employees that fail to perform the new job requirements to the satisfaction of the County or as determined by the employee may return to the employee's previously held position within fifteen (15) working days after any promotion or transfer pursuant to this article, otherwise the employee will be placed on a County wide recall list as provided by the seniority article of this agreement. Employees filling such previously held positions by initial probationary appointment, promotion or transfer may be automatically demoted, transferred or terminated at the County's sole discretion if the promoted or transferred employee returns to the previously held position pursuant to this section.
- I. If a new hire probationary employee resigns or is terminated within six (6) months of initial hire, the County may use the last of eligible applicants to fill the vacancy prior to reposting the vacancy pursuant to paragraph A.
- J. Once a month the County will provide the Union Business Representative with a list of new employees hired by the County into the positions listed in Appendix A.

#### **ARTICLE 7: ACCIDENT LEAVE**

When an employee is absent from employment by reason of an accident for which benefits are payable and received under County/Self Insured and the employee so elects, the County of Lander shall pay to such appointed employee, during the period of disability, full sick leave benefits and further, at the election of said appointed employee, full annual leave benefits may be drawn during said continuing period of disability, but shall be drawn only to the extent of the difference between his or her salary and SIIS/workers compensation benefits. The employee may decline use of any part of said sick and annual leave benefits normally payable to him or her while receiving benefits under the State Industrial Insurance System. During such period of time, any employee electing



not to receive sick or annual leave benefits shall be considered to be on leave of absence without pay.

## ARTICLE 8: ANNUAL LEAVE

Vacation leave will be accrued monthly. Vacation leave taken during a pay period shall be charged before vacation leave earned during that pay period is credited.

- A. All bargaining unit employees shall be entitled to annual leave with pay at the following rates:

Annual Vacation Earning Rate From the Beginning of the Pay Period Following Completion of:

| <u>Years of Continuous Service</u>     | <u>Hours Earned</u> | <u>Accrual Rate</u> | <u>Maximum Accrual</u> |
|--|---------------------|---------------------|------------------------|
| Date of hire through two (2)           | 96 hours            | 8 hrs./month        | 240 hours              |
| Three (3) but less than seven (7)      | 120 hours           | 10 hrs./month       | 240 hours              |
| Seven (7) but less than ten (10)       | 144 hours           | 12 hrs./month       | 240 hours              |
| Ten (10) but less than fifteen (15)    | 168 hours           | 14 hrs./month       | 240 hours              |
| Fifteen (15) but less than twenty (20) | 192 hours           | 16 hrs./month       | 240 hours              |
| Twenty (20) or more                    | 216 hours           | 18 hrs./month       | 240 hours              |

**\*Historical Note:**

All employees hired prior to January 1, 2017, who had a lower accrual rate prior to January 1, 2017, began accruing at the new applicable rate as set out herein on January 1, 2017. All employees hired prior to January 1, 2017 who are currently at a higher accrual rate than the new rates shall maintain their current rate until they reach the next applicable step that meets or exceeds their current rate. Total County service, even though interrupted, will be counted if a person returns to County service within two (2) years of his/her date of separation and has worked three (3) continuous years subsequent to reemployment.

An employee will not be allowed to carry more than 240 hours annual leave at any time. The employee will be required to take any leave amount over the maximum accrual within thirty (30) days. If an employee falls sick during approved annual leave, the time he or she is sick cannot be charged to sick leave without a doctor's certificate and the approval of the County Manager. Annual leave benefits shall be considered only to be time off with pay. Payment for time accrued in lieu of annual leave will be not allowed, except as provided below. Leave year is to be construed the same as the calendar year (January 1 through December 31).

- B. The Commissioners shall have the authority to grant leaves of absence to any employee without prejudice to status, but no vacation or sick leave credits shall accrue during such leave period.
- C. Employees shall be entitled to compensation not to exceed a maximum of 240 hours for accrued annual leave upon the termination of employment, such compensation to be equal to the number of accrued hours of annual leave multiplied by the hourly wage of such employee at the time of the termination of his or her employment, this paragraph shall not apply to employees of the County who have been in the employment of the County for less than six (6) consecutive months.
- D. If an employee is nearing maximum accrual, (240 hours) and requests annual leave to avoid losing the overage, and such leave is denied by their supervisor, the supervisor will be required to submit written notification of the denied leave hours to the Board of County Commissioners for payment approval for the requested leave hours. Upon approval by the Board of County Commissioners, such employee shall be paid for the requested leave hours on his or her next paycheck.
- E. During, the first six (6) months of employment of any employee, annual leave shall accrue, but no annual leave shall be taken during such period. No employee shall be absent from employment on annual leave without first obtaining approval from his or her department head.
- F. If the employee has filed a written designation of beneficiary, the final payment of compensation due a deceased employee of any county, city, town, township, district or any other political subdivision of the State of Nevada, is not his or her property or that of his or her estate, but shall be released to the designated beneficiary upon the written request of such beneficiary. If the deceased employee has not filed such a designation with his or her employing public entity, the final payment is part of the employee's personal estate. As used in this section, "final payment" means the net amount due the employee after the deduction of all lawfully withheld sums from the employee's gross compensation.
- G. Employees intending to retire shall provide written notice to the Human Resources Director upon submission of paperwork to the Public Employees Retirement System, or at a minimum, sixty (60) calendar days prior to their intended retirement date, whichever is greater.
- H. As long as an employee is in a paid status, he/she shall earn sick leave and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick leave or vacation leave during the time he/she is on such leave.

#### **ARTICLE 9: BEREAVEMENT LEAVE**

- A. When a death occurs in the immediate family of an employee, said employee shall be entitled to leave of absence of up to three (3) consecutive workdays with pay. The employee shall be entitled to an additional seven (7) days to be chargeable against sick leave to attend the funeral. Employees absent from work, due to the death of a person not related as immediate family, shall have said day charged against the employee's annual leave.

- B. When taking Bereavement Leave, the employee shall notify his/her department head or the designee as soon as possible.
- C. Verification may be required by the County in order to receive this benefit.
- D. Significant other shall be defined as; a person (not necessarily a spouse) with whom an employee cohabits and shares a long-term sexual relationship (greater than one (1) continuous year). The County Manager may require documentable proof of cohabitation.
- E. Immediate family shall be defined as; an employee's spouse, parents (including step), in-laws, grandparents, grandchildren, children (including step), brothers, sisters, aunts, uncles, nieces, nephews, children's spouse or corresponding relation by affinity, significant other and, if living in the employee's household, includes foster children and foster parents.

#### **ARTICLE 10: MILITARY LEAVE**

In the event that an employee is absent due to being called to duty into the military service of the United States or the State of Nevada, he/she will be allowed time off as required by law.

#### **ARTICLE 11: SICK AND MATERNITY LEAVE**

- A. All employees shall be entitled to sick leave with pay at the following rates for each month of service in the employment of Lander County:

|                    |                    |
|--------------------|--------------------|
| Less than 10 years | 10 Hours per month |
| 10 years or more   | 12 Hours per month |

These may be cumulative from year to year, not to exceed eight hundred and fifty (850) hours, subject to the following conditions: An employee is entitled to use sick leave only when incapacitated to perform the duties of his/her position due to sickness or injury, when quarantined or when receiving medical or dental service or examination. Sick leave exceeding more than three (3) consecutive days shall require written confirmation by the physician or dentist unless otherwise approved by the Board. In the event of a serious illness in an employee's family requiring his attendance, as verified in writing by the treating physician, an employee may use sick leave not to exceed four (4) consecutive days, provided the family member is within the employee's immediate family. Immediate family consists of spouse, children and parents or other relatives where the employee is appointed legal guardian and residing in the household.

- B. County employees that have accrued in excess of eight hundred fifty (850) hours of sick leave shall, in recognition of budget economy through keeping sick leave requests to a minimum, receive an additional twenty-four (24) hours of annual leave for each multiple of forty (40) hours in excess of the eight hundred fifty (850) hours maximum. For example, if an employee has accrued eight hundred ninety (890) hours sick leave, that employee shall receive twenty-four (24) hours additional annual leave or vacation leave. However, his/her

allowed maximum for sick leave shall be reduced to eight hundred fifty (850) hours. Hours will automatically convert at eight hundred ninety (890) hours.

- C. The time off work due to pregnancy of an appointed female employee shall be chargeable against sick leave. All sick leave and annual leave must be used before a leave of absence may be granted by the County Manager.
- D. Accrued sick leave and vacation leave will be deducted from any requested and approved FMLA leave.
- E. Nevada Public Employment Retirement System (PERS) options

Upon Nevada Public Employment Retirement System (PERS) retirement, or written notice of intent to retire from the Nevada PERS retirement, by an employee that has served a minimum of fifteen (15) years' service with Lander County, and has been employed by the County for a minimum of five (5) continuous years before he or she seeks to retire, the employee may apply for one (1) of the below benefit options. Notice of retirement documentation must be provided to the satisfaction of the County, including approval by Nevada PERS prior to the County processing any benefit application.

1. Purchase of Public Employee Retirement System credit;

The employee may request the County make a payment to Nevada PERS towards their Public Employee Retirement System retirement credit subject to the requirements under Nevada law and Nevada PERS Policy including but not limited to Section 6.11 (as amended) requirements and limitations.

The employee's Sick Leave hours will be converted at the employee's regular hourly rate for every hour accrued in the employee's Sick Leave bank up to a maximum calculated payment of Twenty Thousand dollars (\$20,000). The County will purchase Nevada PERS service credit for the retiree subject to the requirements of Nevada Law, Nevada PERS Policy and approval of Nevada PERS.

The employee shall provide a minimum of sixty (60) days written notice prior to retirement in order for the County to process the request and make payment to Nevada PERS on behalf of the retiree. Any disapproval by Nevada PERS eliminates this benefit option.

2. Establishment of Retirement Insurance Fund.

The employee may request the County establish a retirement medical insurance fund, held and managed by the County.

Subject to an approved Nevada PERS retirement, the employee's Sick Leave hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Sick Leave bank up to a maximum calculated credit of Twenty Thousand dollars (\$20,000).

The purpose of the limited fund is to provide the employee with a limited timeframe of EMPLOYEE ONLY medical coverage or EMPLOYEE ONLY supplemental medical coverage after the employee retires from employment with Lander County. The employee may elect to remain on the County's Insurance plan, or seek outside insurance coverage.

If the employee elects to remain on the County insurance plan, the corresponding payment for such plan shall be deducted from the established fund on a monthly basis.

If the employee elects to obtain outside insurance coverage, the County will reimburse the retiree for the monthly premium. The retiree must submit documentation, to the County's satisfaction, of a paid in full monthly premium prior to reimbursement by the County. The County will not make direct payments outside their selected insurance carrier.

Once the retiree's calculated credit in the fund is expended, the retiree's fund account will be closed and no further payment will be provided. Any funds not expended at the time of the retiree's death or upon the fifteenth (15) year after the employee's retirement from Lander County will revert to the County General Fund. The retiree's account will be closed and the benefit will no longer be available.

3. Leave buyout

The employee may request a leave buyout.

Subject to an approved Nevada PERS retirement, the employee's Sick Leave hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Sick Leave bank up to a maximum calculated credit of five thousand dollars (\$5,000). The retiree shall receive the leave buyout check within 15 days following their last date worked with Lander County and verification of retirement in the Nevada PERS System. Under any of this option, the employee/retiree remains solely liable for any required taxes or deductions. This option is not subject to the provisions of Section 4.

4. Under either option 1 or 2, the employee/retiree remains solely liable for any required taxes or deductions. In the event the employee/retiree or Nevada PERS rescinds the employee's/retiree's retirement and/or the employee/retiree remains employed with Lander County or any other Nevada public employer, or re-enters the Nevada Public Employee Retirement System, for any reason, the employee/retiree must repay any amount the County paid based on this section, and the employee/retiree is no longer eligible for the benefits of this section. Any unused funds revert to the County's General Fund. If Lander County is required to commence litigation to recover said monies, then the employee/retiree agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

- F. Sick Leave Bank. Under this Agreement, employees covered by this contract may become members of the sick leave bank by voluntarily contributing one sick leave day for the establishment and operation of the bank. This bank is to assist employees only who have long-term illness or long-term disabilities and who have exhausted their sick leave accumulation. All information given to the Sick Leave Program shall be kept confidential. When sick leave hours are donated to the bank, the hours are converted to dollar amounts. When an application to access the bank is granted the dollars are converted to the hours that the employee is being granted.

1. Only employees who have contributed to the bank are eligible for benefits and must provide the following information: a written letter from a physician stating the need for work release, medical basis, and expected duration of absence.

2. Benefits are only available to employees who have been employed by the County for a minimum of three (3) years.
3. The maximum lifetime number of days which any one person can be granted from the bank during his/her periods of employment with the County is sixty (60) days.
4. Applications for benefits from the sick leave bank must be submitted to the Human Resources Director. The HR Director will notify the Union that an application has been received and shall make a recommendation to the County Manager. The decision of the County Manager shall be final.
5. At the beginning of each fiscal year there will be an eight (8) week open enrollment period. Employees must notify Human Resources of their desire to participate in the bank. Those employees enrolled in the bank will automatically continue their participation until they withdraw from the bank in writing with Human Resources.
6. The Human Resources Director shall provide a list of employees who are members of the bank to the Union designee and provide a redacted accounting of usage.

## **ARTICLE 12: UNION BUSINESS LEAVE**

- A. Three (3) members of the Union Negotiation committee may be granted paid union leave from duty for all meetings between the County and the Union for the purpose of negotiating the terms of this contract, when such meetings take place at a time during which such members are scheduled to be on duty. After conclusion of all such meetings, the Union Steward will be required to return to duty within their assigned work schedule. Paid union leave granted under this section includes any required travel time from the employee's assigned work location to the location of the meeting between the Union and County. Not more than one (1) member of the Union negotiation committee shall be from a work location outside of Battle Mountain, Nevada.
- B. One (1) Union Steward may be granted paid union leave from duty for all meetings between the County and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. No employee shall be required to take leave from a regularly scheduled shift for the purposes of processing a grievance or representing an employee for a disciplinary hearing.
- C. Whenever conditions permit, two (2) Union Stewards may be granted paid union leave from duty for any reasonable and just cause as may be determined and granted by the County Commissioners. Approval for such leave by the County Commissioners shall not be unreasonably denied.
- D. The Union shall notify the County of the designated business representative, who shall be authorized to meet and confer with County employees and department heads concerning the enforcement of the provisions and terms of this Agreement and other working conditions.
- E. Not more than one person from a single department may leave, either for the negotiation meetings or for steward business.

- F. Union stewards may be allowed reasonable time to contact their non-employee union representative by phone while on duty regarding requests for representation or grievances which require an immediate response. Such contacts must have prior Department Head or designee approval, which will not be withheld unless the contact will have an adverse impact on the operational requirements of the affected County Department.
- G. Employees may take paid union leave to attend to Union Business under this article if they choose. No employee shall be required to take annual leave to process a grievance, attend negotiations or other business. All Union business shall be handled outside working hours or during breaks. Employees who are the subject of discipline are not subject to the requirement of using unpaid or annual leave.
- H. The County shall allow the posting of Union information in the County Administration Building employee break room and other County break rooms and other locations authorized by the County Manager which authorization will not be unreasonably withheld regarding meetings or events which shall not include any derogatory information.
- I. Paid union leave will not be granted, and member time will not be compensated by the County, for time spent related to union business when a member of the negotiation committee is not regularly scheduled to work.

#### **ARTICLE 13: MEETING ROOMS AND BULLETIN BOARDS**

- A. It is the privilege of the Union to use provided space on the County bulletin boards for the posting of information or notices concerning Union business. In addition, the County shall allow the Union to post one meeting notice per County bulletin board. A copy of all material to be posted will be sent to the County Commissioners and/or their representatives when posted.
- B. Upon prior approval and subject to availability, the County may provide space for Union meetings.

#### **ARTICLE 14: JURY DUTY/COURT APPEARANCE**

- A. Any employee requested to appear in any court or before the Grand Jury as a juror or witness in a criminal case or a civil case with purpose of giving testimony for the County, shall receive full compensation as though he or she were actually on the job during the time.
- B. The employee shall claim any jury, witness, or other fee, except mileage or meals, to which he or she may be entitled by reason of appearance and pay the fee(s) over to the County Treasurer.
- C. Employees appearing in court for the above stated reasons on scheduled days off shall retain the use of compensation as may be authorized for that appearance.
- D. The employee shall return to work or remain at work as much as possible.
- E. Employees will be given time off to dress and/or clean up prior to appearance as necessary.

## **ARTICLE 15: EDUCATIONAL COURSES**

- A. It is the policy of the County that tuition fees for approved job related educational and training courses for County employees may be approved, subject to acceptance by the Board of Commissioners.
- B. Any employee attending an approved course at the request of the County shall not lose any wages or benefits.

## **ARTICLE 16: SALARIES**

### **A. SALARY DURING TERM OF AGREEMENT**

The following salary schedules are established for pay rates in grades 16 thru 26 listed in appendix A 1, effective the first full pay period following July 1, 2025.

- FY 2026 (July 1, 2025 – June 30, 2026) Increase the current wage levels in effect on June 30, 2025 by 3.0%.
- FY 2027 (July 1, 2026 – June 30, 2027) Increase the current wage levels in effect on June 30, 2026 by 3.0%.
- FY 2028 (July 1, 2027 – June 30, 2028) Increase the current wage levels in effect on June 30, 2027 by 3.0%.
- FY 2029 (July 1, 2028 – June 30, 2029) Increase the current wage levels in effect on June 30, 2028 by 3.0%.
- FY 2030 (July 1, 2029 – June 30, 2030) Increase the current wage levels in effect on June 30, 2029 by 3.0%.
- FY 2031 (July 1, 2030 – June 30, 2031) Increase the current wage levels in effect on June 30, 2030 by 3.0%.

### **B. SALARY RATE UPON INITIAL APPOINTMENT**

New employees hired into entry level classifications shall be paid at the entry level on Appendix A for each class assigned.

### **C. SALARY RATE UPON LATERAL TRANSFER**

Upon transfer to a position in the same pay class, the affected employee shall retain his/her same rate of pay.

### **D. ITEMS NOT CONSIDERED AS BREAKS IN SERVICE**

The following shall not be considered as breaks in qualifying service for salary adjustment and longevity:



1. Authorized military leave, provided that the person is reinstated within ninety (90) days following honorable discharge from the military service.
2. Authorized educational leave.
3. Time during which employee is receiving compensation for injury or disease arising out of, and in the course of, his or her employment.
4. Authorized leaves of absence due to long term illness may be extended beyond ninety (90) days upon written request of the department head and employee to the Board of Commissioners for approval.

E. **NEW JOB CLASSIFICATIONS**

The County shall advise the Union of all new job classifications it intends to implement at least ten (10) days prior to said implementation.

F. **SALARY RATE ON PROMOTION**

Upon promotion to a higher classification the affected employee's wage shall be calculated as follows:

1. The Employee shall be placed on the salary schedule at their new Grade at a level that is one level higher than their previous rate of pay.
2. Bilingual Incentive. Employees who are bilingual in Spanish and English and whose skills are actively utilized by the County shall be compensated with an annual stipend payable on December 1 of each year in which they are qualified in the amount of \$300.00. Employees must pass a translation test conducted by a certified court interpreter (or other evaluation method approved by the County) to qualify for the Bilingual Incentive.

## **ARTICLE 17: UNION DUES**

- A. The County shall deduct dues from the salaries of Union members and pay over to the proper officers of the Union, the money so collected. Provided, however, that no deductions shall be made except in accordance with a deduction authorization form, individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any Union restrictions on the employee's right to terminate his/her dues deduction authorization. The County will continue to honor existing dues deduction authorizations currently on file.
- B. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits and other forms of liability which shall arise out of or by reason of action taken or not taken by the County at the request of the Union under the provisions of this Agreement
- C. The Union shall certify to the County in writing, the current rate of membership dues. The County will be notified of any change in the rate of membership dues, thirty (30) days prior to the effective date of such change.

- D. Each employee shall have the right to terminate such payroll deductions for dues, in writing to the Union, not less than ten (10) days and not more than twenty (20) days before the end of that 12-month period of signature of application.

#### **ARTICLE 18: OVERTIME**

- A. All hours of work officially approved by a department head in excess of an employee's basic work week is considered overtime. Overtime hours can be compensated for in one of two ways at the supervisor's discretion:
1. Compensatory time off ("CTO") figured at one and one-half ( $1\frac{1}{2}$ ) times the overtime worked; or
  2. Overtime pay will be calculated at one and one-half ( $1\frac{1}{2}$ ) times the employee's base pay.
- B. Overtime is subject to the following conditions:
- In general, overtime is allowable only in conditions of documental emergency; the period of overtime was necessary and proper and had been properly authorized, in writing, by the appropriate authority. The employee's workweek has been so scheduled to support peak workloads in order to keep requirements for overtime to a minimum.
- C. No overtime shall accrue until a minimum of forty (40) hours are actually worked within one basic workweek, seven consecutive twenty-four (24) hour periods beginning 12:00 a.m. Monday through 11:59 p.m. on the following Sunday.
- The County may engage in alternative work schedules / alternative work weeks (four ten-hour shifts for example). Where the County wishes to institute an alternative work week schedule, the County will provide written notice to impacted employees and the Union at least fourteen (14) days prior to the start of the alternative schedule and will discuss the schedule with employees prior to implementation.
- D. Employees who are not required by the nature of their job to work holidays will be paid overtime for hours worked on holidays when properly authorized and approved, in writing, by the department head.
- E. Overtime and compensatory time shall be recorded on ESS. All claims for payment of overtime shall be approved by the department head and shall be paid on the next regularly scheduled paycheck. Compensatory time shall not be allowed to accrue beyond forty (40) hours.
- F. Hours worked for the purposes of computing overtime shall not include vacation, CTO, sick leave or other paid/unpaid time off but shall include unworked holidays listed in Article 23.
- G. Compensatory time off (CTO) earned must be taken by the end of the fiscal year before June 30. If, for whatever reason, the employee does not take their compensatory time as required, the County shall pay the employee on the pay period at the end of the fiscal year before June 30.
- H. The County has implemented 9/80 work schedule allowed by the Fair Labor Standards Act as an alternative work schedule to the workweek defined in paragraph C. The work period

begins at 12:00 p.m. on Friday and ends at 11:59 a.m. on the following Friday. Overtime is paid for any hours actually worked over 40 hours during the above work period. The Union agrees that use of the 9/80 work schedule on and before June 30, 2011 is not a violation of the prior labor agreement(s).

- I. Article 18 covers all employees except those employees covered by Article 35 herein.

#### **ARTICLE 19: CALL BACK**

Any unscheduled work required of an employee for which such employee is required by his/her department head or said department head's designee to return to his or her place of employment shall be considered overtime and to be at least two (2) hours in duration for the purpose of compensation not to exceed seven (2) hour increments within a 24-hour period.

#### **ARTICLE 20: STANDBY PAY**

- A. Standby is defined as time in which an employee is required by the County to remain available within thirty (30) minutes or less, at the employee's residence to respond to any calls received. An employee may not consume alcoholic beverages while on standby status. An employee placed on standby status shall be compensated at the rate of Five Dollars (\$5.00) per hour for all time an employee is placed on standby at the employee's residence or within Battle Mountain or Austin residential limits. Standby shall not apply when the employee is required to carry a beeper/radio/electronic pager furnished by the County where movement within Lander County is not restricted. Standby will end when callback begins.
- B. In order to insure equity, standby opportunities shall be rotated among those employees qualified to perform the work.
- C. An employee will be notified by their supervisor of their standby status no later than the end of the employee's regularly scheduled shift. Standby status will be denoted on the weekly timesheet. It is not required for an employee placed on standby to be assigned a company cell phone or vehicle. All employees placed on standby must answer any call in to work within 30 minutes of the time of the initial call.

#### **ARTICLE 21: WORKING OUT OF CLASSIFICATION**

Those employees who are ordered to fill a higher classification, due to the absence or incapacitation of the incumbent of the higher classified position, shall be entitled to an increase of 3% of the employee's current hourly rate for the actual time acting in such higher classified position.

#### **ARTICLE 22: SENIORITY**

- A. Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This section shall refer to regular employees as heretofore defined.
- B. Seniority by department and qualifications shall be a principal consideration in cases of layoffs, demotions and recalls. The County shall give written notice fifteen (15) days prior

to an employee's layoff or demotion. A County-wide reemployment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other reemployment or employment lists in the event of rehiring. If the employee refuses an offer of reemployment in the same classification, wage and hours, the employee shall be removed from the list. A regular full-time employee that has been offered a part-time position may refuse that offer and remain on the recall list. Employees laid off due to lack of work, lack of funds or reorganization may only bump, i.e. replace, less senior bargaining employees in their department for bargaining unit position(s) for which the laid off employee is qualified. Determination of whether the laid off employee is 'qualified' is made at the sole discretion of the affected Department Head. The County reserves the right at the time it notices the layoff to designate critical or key bargaining unit positions which are not subject to this bumping procedure.

- C. On reemployment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification, wage and hours held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification, wages, and hours that is most nearly comparable to the employee's original classification and wage as is possible under the circumstances.
- D. Upon reemployment, the salary shall be set pursuant to the Salaries Article of this Agreement.
- E. If a recalled employee is incapable of completing his reemployment from layoff probationary period, the County may extend said employee's probationary period or return said employee to layoff with recall rights status.
- F. Seniority shall be retained and continue to accrue during the period of any leave without pay approved by the Department Head and/or County Commissioners exclusive of any layoff pursuant to this article.

### **ARTICLE 23: HOLIDAYS**

The County and the Union agree that, for the purposes of this Article, holidays are to be recognized as follows:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King's Birthday)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- Juneteenth
- July 4<sup>th</sup> (Independence Day)
- First Monday in September (Labor Day)
- Last Friday in October (Nevada Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving)
- The day after Thanksgiving (Family Day)
- December 25, (Christmas Day)

Any other day declared a legal holiday or day of mourning by the President of the United States. Any day that may be declared as a holiday or day of mourning by the Governor of the State of Nevada. Any day that may be declared as a holiday or day of mourning by the Lander County Commissioners.

If January 1, July 4, November 11 or December 25 fall upon a:

1. Sunday, the Monday following must be observed.
  2. Saturday, the Friday preceding must be observed.
- A. All employees who, by nature of their job, are either required, directed or scheduled by their department heads to work on holidays, in addition to holiday pay, shall be compensated at the time and one half rate of pay for all hours performed on such days.
  - B. Employees not scheduled or required to work on a holiday will be compensated for said holiday by the County as outlined in Paragraph C.
  - C. In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled work day before and the scheduled work day after the holiday.
  - D. Public Works In the Field Employees not assigned to work the holiday will receive compensation based on a ten (10) hour day if the holiday falls on a day during which the employee is assigned to work a ten (10) hour shift.
  - E. For purposes of this Article, "holiday pay" shall be defined as an increment of pay equal to the hours of the employee's regularly assigned shift at an employee's regular, straight time hourly rate.

#### **ARTICLE 24: HEALTH AND WELFARE**

A. Employees hired prior to July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Health and Welfare Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee and 50% of eligible dependent coverage in same plan. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

B. Employees hired after July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Health and Welfare Insurance Plan for full time employees hired to work 40 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee. Dependent coverage will be paid at 100% by employee. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

C. FY 2025 – FY 2031 Insurance Benefit

Effective July 1, 2025, and continuing through the term of this Agreement, the County and Association agree that County contributions to the Medical Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee. An employee who is eligible to purchase dependent coverage and elects to participate in dependent coverage will be

required to pay the first one hundred and twenty dollars (\$120.00) of the dependent coverage monthly premium. This payment will be made on a biweekly basis via automatic payroll deduction. For employee's participating in dependent coverage, the County will contribute the remaining premium amount for eligible dependents on a monthly basis.

- D. Article 24(3) shall be effective July 1, 2025 and shall expire on June 30, 2031.
- E. An employee on unpaid leave of absence may continue to carry County health insurance by making the full premium payments by the first day of each month.
- F. The County and the Union agree that the County will continue to pay the premium cost of the employee's life insurance policy, as outlined in Section A above, such policy providing an amount of \$20,000 life and \$20,000 accidental death.
- G. In the event it becomes necessary for the County to obtain a different provider for insurance, it shall attempt to maintain the present level of coverage.

#### **ARTICLE 25: RETIREMENT**

- A. Subject to statutory requirement, the employer agrees to continue making the total employee contributions to the Nevada State Retirement System on behalf of its employees. Increases in PERS contribution rates during the term of this Agreement will be paid in accordance with the requirements of NRS 286.421. During the term of this Agreement, expiring on June 30, 2031, the County agrees to pay the Employee's portion of the PERS increase (FY 2025 1.625% and unknown for FY 2027, FY 2029, and FY 2031).

#### **ARTICLE 26: PERSONNEL FILE**

- A. Each employee shall have the right, upon written request and at any time, to review the material in his or her own personnel file. Under no circumstances may personnel files be removed or taken from the County premises.
- B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.
- C. Personnel materials shall be released for the purpose of processing grievances and for County legal documentation and otherwise when written consent is given by the employee or by court order.
- D. Derogatory material in the file shall be signed by the employee, the source of material identified and dated. The signing by an employee of derogatory material only verifies the individual has read the material and is not an admission of guilt. Any employee may rebut any derogatory material placed in his/her file.
- E. An employee will, on written request to the County, receive copies of all material in his/her personnel file at the prevailing rate charged for copying.
- F. Commendations shall be placed into the personnel file and a copy presented to the employee.
- G. Upon written request, copies of written reprimands shall be removed from the employee's personnel file and shall be returned to the employee at the end of 2 years following the

date of the written reprimand if the intervening service has been satisfactory as determined by the employee's annual performance evaluation.

- H An employee who has received discipline involving suspension of 2 days or less may request in writing to the County Manager after 24 months verification that the issue has been corrected or that no other violations of similar nature have occurred. The response shall be attached to the violation.

## **ARTICLE 27: GRIEVANCE PROCEDURE**

### **A. DEFINITION**

A grievance shall be defined as a dispute or disagreement between an employee, a group of employees, or the Union and the County which involves the interpretation or application of any provision of the Agreement.

The term "days" when used in the Article shall, except where otherwise indicated, mean working days rather than calendar days.

Both parties agree that these proceedings shall be kept confidential.

All hearings held by the arbitrator shall be closed sessions and no news releases shall be released during sessions without mutual written consent.

### **B. TIME LIMITS**

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of prescribed time limitation of this Article of the Agreement by the Union will mean the grievance is forfeited by the Union. A violation of prescribed time limitation of this Article of the Agreement by the County shall cause that, in the event of arbitration, the arbitrator will be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties to this Agreement may grant an extension to the requesting party, if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of extension being requested.

### **C. PROCEDURES FOR FILING**

All grievances will be processed in the following manner:

**STEP 1** Within ten (10) working days of the event giving rise to a grievance or knowledge thereof, the grievant will present the grievance to his/her department head or designee for review in writing on the grievance form. (Appendix B)

The grievant may request representation by a steward, business representative or Union representative at this hearing. The department head shall make a reasonable effort to review the grievance and, within five (5) working days of hearing said grievance, render a written decision to the grievant.

**STEP 2** Should the grievant be dissatisfied with the Step 1 formal response of the department head, the grievance shall be forwarded, in writing, within ten (10)

working days of the Step 1 response to the County Commissioners or their designated representative, by the grievied employee or the Union's designated representative. Grievance hearings shall be conducted in closed session pursuant to NRS 288.220 (contractual disputes) or 241 (personnel matters) depending on the subject matter of the grievance. The County Commissioners or their designated representative shall respond, in writing, to the grievance within fifteen (15) working days of the date said County representative received the grievance. For the purpose of this Step of the grievance procedure, the County will keep the Union notified, in writing, of its designated representative.

### STEP 3

#### Mediation

1. If the matter is not settled to the satisfaction of the employee or the Union on behalf of the employee at the Board of County Commissioners, the Union or the County, may decide by written mutual agreement, to bypass Mediation, and take the matter to arbitration.
2. If the matter is not resolved based on the response of the Board of County Commissioners, the parties will request the services of a mediator from the Federal Mediation and Conciliation Service. If the parties have agreed to mediation, the mediator shall convene a meeting between the County and the Union for the purpose of seeking resolution of the matter. The County and the Union shall make a good faith effort to resolve the matter in mediation. If the matter is not resolved in the first mediation session, at the request of the mediator and the consent of each party, one or more subsequent meetings may be held after the initial meeting.
3. Any mutual meeting of the minds and/or settlement at mediation shall resolve the grievance and the mediated settlement may be enforced pursuant to NRS. In addition, the parties agree and stipulate, in advance, that any settlement reached at mediation shall not affect any other matter or grievance, unless it involves the application of a particular contractual provision.

### STEP 4

The Union may request arbitration of an unresolved grievance. The Union shall notify the County, in writing, of such intent within ten (10) working days of receipt of the Step 2 written response. The parties shall attempt to reach an agreement on an arbitrator. In the event the parties fail to reach an agreement, the parties or Union shall request from the Federal Mediation and Conciliation Services a list of seven (7) arbitrators or, if both parties agree, the Union may request streamlined arbitration from the Nevada Arbitration Association or the American Arbitration Association. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The Union shall strike the first name from the list.



D. ARBITRATORS AUTHORITY

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

E. EXPENSES

The fees of the Arbitrator shall be borne equally by the parties. Should either party request the services of a court reporter, that party shall be responsible for all associated costs and shall provide a copy of said transcript to the other party. Each party shall be responsible for its own legal, witness and/or preparation fees. The Arbitrator shall not order a court reporter.

F. COMPLIANCE

The parties agree to respond to the Arbitrator's decision within five (5) working days of receipt of said decision. The Arbitrator shall endeavor to render a discharge-related decision within fourteen (14) calendar days of the hearing, all other decisions within thirty (30) calendar days.

G. EXCLUSIVE REMEDY

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure prior to taking any other action.

## **ARTICLE 28: STRIKES**

- A. The Union agrees that there shall be no strikes against the County under any circumstances and that all County employees shall continue to work under all circumstances.
- B. For the purpose of this Agreement, the meaning of the word "strike" shall include, but not be limited to, any concerted stoppage of work, slowdown, and interruption of the operations of the County by the Union and/or its members.

## **ARTICLE 29: ASSIGNMENTS REQUIRING MOTOR VEHICLES**

- A. Whenever it is necessary for an employee to use a motor vehicle in the performance of assigned duties, such vehicle shall be furnished or employee shall be compensated for the use of said employee's personal vehicle at the standard mileage reimbursement rate for which a deduction is allowed for the purposes of Federal income tax that is in effect at the time of the use of the employee's personal vehicle [NRS 281.160 (3)].
- B. Except where previously approved by the County Manager or affected Elected Official in writing, County vehicles may only be used, driven or otherwise operated by authorized and properly licensed County employees.

### **ARTICLE 30: HEALTH AND SAFETY**

- A. It is the intent of the County to be in compliance with federal, state, and local health and safety statutes.
- B. The County agrees to act as soon as possible in order to alleviate any health and safety problems.
- C. The County will designate all County buildings and passenger cars as nonsmoking.

### **ARTICLE 31: SAVINGS CLAUSE**

- A. In the event that any provision of this Agreement is rendered invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.
- B. This Article does not preclude informal discussion between the parties or any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from formal requirements of notice or time schedule.

### **ARTICLE 32: WARRANT OF AUTHORITY**

The County and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent during the term of this Agreement.

### **ARTICLE 33: EFFECTIVE DATE AND DURATION**

- A. This Agreement shall be in full force and effect from July 1, 2025 to June 30, 2031.  
The County may reopen this agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).  
This Agreement shall comply with NRS 288.550.

### **ARTICLE 34: DRUG & ALCOHOL TESTING POLICY**

The parties agree to adopt Lander County Policy section 2.9.11, Drug and Alcohol Testing Policy.

### **ARTICLE 35: EMS DEPARTMENT**

- A. Promotion for EMS Department
  - 1. EMT Basic Requirements:
    - Complete 152 clock hours Basic EMT course
    - Valid State of Nevada EMT Basic Certification
    - Valid Emergency Vehicle Operations Certification
    - Valid Basic Life Support CPR Certification

2. Advanced EMT Requirements (all requirements within a Basic and including the following):
    - 200 clock hours beyond EMT Requirements
    - Valid State of Nevada Advanced EMT Certification
  3. Paramedic Requirements (All requirements with a Basic and Advanced EMT Requirements and including the following):
    - Valid State of Nevada Paramedic Certification as governed by CoAEMSP Standards and Guidelines
    - Valid Advanced Cardiac Life Support Certification
    - Valid Pediatric Advanced Life Support Certification
    - Valid Advanced Pre-Hospital Trauma Certification
- B. The standard work schedule for full-time EMS Department employees shall be twenty-four (24) hour shifts (96-120 hours bi-weekly) as established by the Department Director. Overtime shall be paid consistent with FLSA standards for all hours worked in excess of 96 hours in the scheduled shift. Hours worked shall not include vacation, sick leave, or any other unworked paid/unpaid time off.

#### **ARTICLE 36: PERS CONVERSION TO RETIREMENT CREDIT**

**Conversion to Retirement credit prior to retirement an employee who is eligible to purchase retirement service credit under the Public Employees Retirement System (PERS) or to the Nevada Deferred Compensation Plan, may convert accrued, unused sick leave into retirement credit prior to retirement or under the following conditions only:**

1. An employee must maintain a sick leave hour balance of at least 320 hours of accrued unused sick leave to be eligible to convert to PERS credit/NV Deferred Compensation.
2. An employee can only convert hours in excess of 320 (in increments of 8 hours), and conversion is limited to a maximum annual limit of 280 hours.
3. PERS will convert dollars into service credit. Note: 1 hour of sick leave may not equal 1 hour of service credit.
4. Purchase of service credit under this provision must comply with PERS policies and procedures.
5. To convert sick leave under this provision, employees must submit a written request to the County Manager within the thirty (30) day window for conversion requests. The conversion request window will open on November 1st and close on December 1st. For requests for conversion to be eligible for conversion, all written requests must be received by the County Manager on or before December 1st, requests received after December 1st will not be considered timely and eligible for conversion under this provision.
6. Only sick leave actually accrued by an employee on or before December 1st will be subject to conversion under this provision.

7. If the employee meets all the conditions set forth in this section, then the County will deduct the amount of sick leave designated on the employee's written request which is eligible for conversion from the employee's account and proceed to purchase retirement service credit from PERS.

8. Employees may convert up to a maximum of 980 hours of accrued sick leave during the complete term of their employment with the County.

9. Employees may only convert sick leave to service credit 5 times prior to retirement.

10. Timely and eligible requests for conversion will be processed by the County in accordance with PERS policies and procedures.

11. Employee meets PERS service credit purchase eligibility requirements as defined by PERS and NRS 286.510.

12. If enrolled on or after July 1, 2015, purchase of service credit can only be made if the employee has a qualified family medical emergency and has received approval for disability retirement by the Public Employees Retirement Board.

IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly executed by their authorized representatives this 10 day of July, 2025.

OPERATING ENGINEERS, LOCAL 3  
of the International Union of Operating  
Engineers AFL-CIO

ENGINEERS – AFL-CIO

Dan Reding  
Dan Reding, Business Manager

Bruce Noel  
Bruce Noel, Vice President

Carl Carr  
Carl Carr, Director, Public Employees  
Division

Phillip Herring  
Phillip Herring Sr., Business  
Representative

LANDER COUNTY

Jeff Benson  
Jeff Benson, Negotiating Team Member

Leann Prince  
Leann Prince, Negotiating Team Member

Jessi Ames  
Jessi Ames, Negotiating Team Member

LANDER COUNTY BOARD OF  
COMMISSIONERS

Lamont Edgar  
Lamont Edgar, Commissioner

Deann Helming  
Deann Helming, Commissioner

Michael P. Chopp  
Michael Chopp, Commissioner

Brian Sparks  
Brian Sparks, Chair

Bryan Sparks  
Bryan Sparks, Chair

Alicia Price  
Alicia Price, Commissioner

## APPENDIX B GRIEVANCE FORM

To be completed by the Grievant (Please Print or Type)

|  |  |  |                            |
|--|--|--|----------------------------|
| Department:  | Date:                                      |  |                            |
| Grievant Name:   | Work Telephone Number:                     |  |                            |
| Classification:  | Date of Incident Giving Rise to Grievance: |  |                            |
| Explanation of Grievance:  |  |  |                            |
|  |  |  |                            |
|  |  |  |                            |
|  |  |  |                            |
|  |  |  |                            |
| The above mentioned action(s) violate(s), misinterpret(s) or misrepresent(s) the Agreement between (circle one) Operating Engineers Local 3 and Lander County. |  |  |                            |
| Specific Violation of Article  |  |  |                            |
| Specific Violation of Article  |  |  |                            |
| Specific Violation of Article  |  |  |                            |
|  |  |  |                            |
| Remedy Sought:   |  |  |                            |
|  |  |  |                            |
|  |  |  |                            |
| Employee Signature:  |  | Date:                                  |                            |
| Business Representative/Designee Signature:  |  | Date:                                  |                            |
| TO BE COMPLETED BY THE   |  | APPROPRIATE MANAGEMENT REPRESENTATIVE: |                            |
|  |  | Date Received                          | Date of Meeting            |
|  |  |  | Date of Grievance Response |
|  |  |  |                            |
| Step 1<br>(Attach copy of written response)  |  |  |                            |
| Step 2<br>(Attach copy of written response)  |  |  |                            |
| Step 3<br>(Attach copy of written response)  |  |  |                            |

## APPENDIX A

**\*Union and Non Union Hourly paid Employees**

**\*New Hire base starting wage for Fulltime employees is Level 1**

**\*All current employees Anniversaries will be July 1 and every year after effective July 1, 2025**

**\*Year 2025 3% COL increase is already calculated into every Level Increase**

**\*If at an employees anniversary the Elected Official/Department head**

**after the employees evaluation does not believe the employee has earned or completed any requirements needed to receive a Level increase for any or all of the 3% the employee will still receive the 3% COL regardless.**

| Grade | Level 1  | Level 2  | Level 3  | Level 4  | Level 5  | Level 6  | Level 7  | Level 8  | Level 9  | Level 10 |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 16    | \$ 19.99 | \$ 21.19 | \$ 22.46 | \$ 23.81 | \$ 25.24 | \$ 26.75 | \$ 28.36 | \$ 30.06 | \$ 31.86 | \$ 33.77 |
| 17    | \$ 20.69 | \$ 21.93 | \$ 23.25 | \$ 24.64 | \$ 26.12 | \$ 27.69 | \$ 29.35 | \$ 31.11 | \$ 32.98 | \$ 34.96 |
| 18    | \$ 21.37 | \$ 22.65 | \$ 24.01 | \$ 25.45 | \$ 26.98 | \$ 28.60 | \$ 30.31 | \$ 32.13 | \$ 34.06 | \$ 36.10 |
| 19    | \$ 22.11 | \$ 23.44 | \$ 24.84 | \$ 26.33 | \$ 27.91 | \$ 29.59 | \$ 31.36 | \$ 33.25 | \$ 35.24 | \$ 37.35 |
| 20    | \$ 22.90 | \$ 24.27 | \$ 25.73 | \$ 27.27 | \$ 28.91 | \$ 30.65 | \$ 32.48 | \$ 34.43 | \$ 36.50 | \$ 38.69 |
| 21    | \$ 23.68 | \$ 25.10 | \$ 26.61 | \$ 28.20 | \$ 29.90 | \$ 31.69 | \$ 33.59 | \$ 35.61 | \$ 37.74 | \$ 40.01 |
| 22    | \$ 24.52 | \$ 25.99 | \$ 27.55 | \$ 29.20 | \$ 30.96 | \$ 32.81 | \$ 34.78 | \$ 36.87 | \$ 39.08 | \$ 41.43 |
| 23    | \$ 25.34 | \$ 26.86 | \$ 28.47 | \$ 30.18 | \$ 31.99 | \$ 33.91 | \$ 35.95 | \$ 38.10 | \$ 40.39 | \$ 42.81 |
| 24    | \$ 26.25 | \$ 27.83 | \$ 29.49 | \$ 31.26 | \$ 33.14 | \$ 35.13 | \$ 37.24 | \$ 39.47 | \$ 41.84 | \$ 44.35 |
| 25    | \$ 28.14 | \$ 29.83 | \$ 31.62 | \$ 33.52 | \$ 35.53 | \$ 37.66 | \$ 39.92 | \$ 42.31 | \$ 44.85 | \$ 47.54 |
| 26    | \$ 29.14 | \$ 30.89 | \$ 32.74 | \$ 34.71 | \$ 36.79 | \$ 39.00 | \$ 41.34 | \$ 43.82 | \$ 46.44 | \$ 49.23 |

**Levels include a 3% increase and the 3% COL**

**Example:**

if an employee is hired August 15, 2025 they will receive their COL % on July 1, 2026 and then move to the next Level which is the COL % on July 1, 2027. Their Anniversay will then remain July 1 every year after.

**This does not change hired date for purposes of probationary period and Insurance purposes.**

## APPENDIX A2

| <b>Union Positions</b>      | <b>GRADE</b> |
|-----------------------------|--------------|
| Accounting Specialist       | 20           |
| Admin Asst. to PW           | 20           |
| Appraiser Trainee           | 22           |
| Appraiser                   | 23           |
| Assistant Site Director     | 17           |
| Assistant Cook              | 16           |
| Head Cook                   | 17           |
| Civil Secretary             | 20           |
| Civic Center Assistant      | 17           |
| Dual Certified Appraiser    | 24           |
| Deputy Assessor             | 20           |
| Senior Deputy Recorder/DMV  | 20           |
| Deputy Recorder             | 20           |
| Deputy Treasurer            | 20           |
| Deputy Clerk Trainee        | 18           |
| Deputy Clerk                | 20           |
| EMS Coordinator             | 22           |
| DMV Clerk                   | 20           |
| Driver/Dishwasher           | 16           |
| Executive Secretary Trainee | 18           |
| Executive Secretary         | 20           |
| Gatekeeper                  | 18           |
| Greenskeeper                | 18           |
| Health Program Assistant    | 20           |
| Janitor                     | 16           |
| Landfill Equip. Operator    | 21           |
| Leadman                     | 26           |
| Legal Secretary             | 20           |
| Lifeguard                   | 17           |
| Lead Lifeguard              | 21           |



|                                  |    |
|----------------------------------|----|
| Maintainer                       | 22 |
| Maintainer w/CDL                 | 24 |
| Maintenance Planner & Controller | 20 |
| Maintenance Worker               | 22 |
| Mechanic                         | 23 |
| Public Works Field Officer       | 21 |
| Receptionist                     | 17 |
| Receptionist/ARC Instructor      | 18 |
| Secretary                        | 17 |
| Water & Sewer Lead               | 25 |
| Water and Sewer Tech             | 21 |
| EMT Basic                        | 20 |
| EMT Advanced                     | 23 |
| Paramedic                        | 25 |