

**AGREEMENT**  
**BETWEEN**  
**WHITE PINE COUNTY, NEVADA**  
**AND**  
**THE INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS**  
**LOCAL UNION NO. 3, AFL-CIO**

**JULY 1, 2021 – JUNE 30, 2024**



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## **PREAMBLE**

This Agreement is entered into as of July 1, 2021 between the County of White Pine, Nevada, hereinafter referred to as the "County" and the International Union of Operating Engineers Local No. 3, AFL-CIO, hereinafter referred to as the "Union." It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, pursuant to the provisions of NRS 288 the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

For the purpose of this Agreement, wherever the authority of the Commissioners is referenced, their designate will be appropriate for substitution.

## **ARTICLE 1 - RECOGNITION**

Pursuant to the provisions of the Local Government Employee-Management Relations Act, Statutes of Nevada, the County of White Pine, Nevada, hereinafter referred to as the "County," recognizes the International Union of Operating Engineers, Local No. 3, AFL-CIO, hereinafter referred to as the "Union," as the exclusive representative for the eligible County employees as hereinafter defined for the purpose of collective bargaining. The Union makes the Agreement in its capacity as the exclusive bargaining agent for the County employees in the bargaining unit.

The classifications included in the bargaining unit are listed in the attached "Appendix A" and, by reference, incorporated herein and made a part of this Agreement. Those employees who work full-time or part-time as defined in this Agreement are considered to be employees in the bargaining unit.

## **ARTICLE 2 - DEFINITIONS**

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

1. **TEMPORARY:** A temporary employee is a person who has been hired to work fewer than 1000 hours in any twelve (12) month period. A temporary employee is not part of the bargaining unit covered by this Agreement. Time worked as a temporary employee shall not be considered a part of the probationary period for a temporary employee subsequently hired as a regular probationary employee. A temporary employee is not entitled to benefits other than those prescribed by law.
2. **PROBATIONARY:** A probationary employee is one who is hired to fill a budgeted position but has not completed a probationary period for the position.
3. **REGULAR:** Except as conditioned above, an employee hired to fill a regular position established by the Board who has completed a probationary period for his/her current position.
4. **FULL-TIME:** A probationary or regular employee whose regularly scheduled workweek is equal to or greater than thirty-five (35) hours per week on a regular, recurring basis.
5. **PART-TIME:** A part-time employee is an employee that works, on a regular, recurring basis, a set schedule of hours that is less than full-time but a minimum of fifty percent (50%) of the normal working hours of the full-time employee in the same job class. A person regularly working at least twenty (20) hours per week but fewer than forty (40) hours per week qualifies as a part-time employee. A person regularly working at least seventeen and five-tenths (17.5) hours per week but fewer than thirty-five (35) hours per week qualifies as a part-time employee if the normal workweek for full-time employees doing the same work is thirty-five (35) hours per week.
6. **SEASONAL:** A seasonal employee is one who is hired for a specified period, usually May 1st - October 31st (six months) to fill a budgeted position.

### **B. PROBATIONARY PERIOD**

An introductory period immediately following hiring into a regular position that is part of the selection process. An employee serving a probationary period is an at-will employee. An at-will employee is employed at the pleasure of the County and may be terminated at any time during the probationary period at the discretion of the hiring manager.

### **C. TRANSFER**

Any movement of an employee from one position to another position in the same class or related class with the same salary level, or the movement of the employee within his/her position or classification to another location.

D. DEPARTMENT HEAD

As used in this Agreement, the elected or appointed official in charge of any department in the County as designated by the Board of Commissioners.



### **ARTICLE 3 - NON-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, sexual orientation, age, disability, national origin, ethnicity or because of political 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 workforce within the existing framework of the Nevada Revised Statutes, but shall not be 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 method and place of providing its services; to determine the schedules of work; to hire, lay off, assign, transfer, and promote employees; to determine the qualifications of employees; to determine and redetermine job content; to determine the starting and quitting times; to make such reasonable rules and regulations so as not to conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations of its employees; and 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 and such rights, if any, as are provided in this Agreement or NRS 288.

## **ARTICLE 5 – PROCEDURE FOR FILLING VACANCIES**

- A. All bargaining unit vacancy position announcements shall contain necessary information regarding the position and shall first be posted in County offices for seven (7) working days. The position announcements shall be posted at the Courthouse, Court Annex, Golf Course, Library, Road Maintenance, and Senior Center.
- B. Employees interested in the position shall submit an application to the office designated on the job announcement for receiving applications.
- C. All employee applicants for the position will be considered before advertising to the public. The County employee applicants will be advised of the outcome of their applications. If an employee requests, in writing, a written explanation of the outcome of his/her application, a written response will be provided to include the applicant's knowledge, skills, and abilities in relation to the requirements for the position. The explanation provided is final and binding and may not be grieved beyond the department head.
- D. If fewer than three (3) applications are accepted from the bargaining unit employees, applications from outside the bargaining unit may be accepted.
- E. An employee accepting another position within the County in a higher rated job classification in another department will have a six (6) month probationary period or a thirty (30) day probationary period If in the same department. If the employee is disqualified or disqualifies himself/herself during the six (6) month or thirty (30) day probationary period, she/he may return to his/her original position. If this disqualification displaces an employee in his/her original department, the employee with the least seniority will be affected.
- F. The Union shall receive a copy of the announcement and such copy shall be mailed to the Union within two (2) working days after posting.

## **ARTICLE 6 – PROBATIONARY PERIOD**

Each new hire shall be subject to a probationary period of six (6) months full-time equivalent. A probationary employee shall not have any rights provided in the grievance or disciplinary articles of this Agreement and will not be allowed to apply for another County position restricted to County employees during his/her first six (6) months of County employment.

An employee who receives a job reclassification within his/her existing department shall not be subject to a probationary period. The probationary period shall not affect a person's grade or step.

A thirty (30) day probationary period will be in effect if an employee accepts a position in his/her current job class outside his/her department.

## **ARTICLE 7 – WORK HOURS**

### **A. BASIC WORKWEEK**

The official workweek shall begin on each Monday at 12:00 a.m. and end seven (7) days (168 hours) later at midnight Sunday. Except as may be otherwise provided, an employee who occupies a full-time regular position shall work either thirty-five (35) or forty (40) hours, excluding meal breaks and including rest breaks, in each week. An employee may take one (1) twenty (20) minute rest break during each work period of four (4) or more hours, and those not taken by the employee's choice shall not accrue.

Except in extenuating or emergency circumstances, every employee shall take a minimum of a one-half hour (1/2) unpaid lunch break during the first five and one-half (5 1/2) hours of their work day.

### **B. REDUCTION IN HOURS**

The County may reduce the work hours of employees due to lack of work or lack of funds. Full-time and part-time employees, as defined in this Agreement, shall be given fifteen (15) working days' notice prior to a reduction in work hours.

### **C. VARIABLE WORK SCHEDULE**

Employees working a five (5) day, forty (40) hour week (designated 5/40) shall work eight (8) hours per day for five (5) days in a workweek. Employees working a five (5) day, thirty-five (35) hour week (designated 5/35) shall work seven (7) hours per day for five (5) days in a workweek. Any adjustment to accommodate a variable work schedule (VWS) by working less or more hours in a day, not to exceed ten (10) hours in a day or forty (40) hours in a week, shall be at the discretion of the department head after considering the needs of the department and requests of the employees. The department head may discontinue the VWS if she/he determines the VWS is not in the best interests of the department.

### **D. OVERTIME**

1. All paid time shall be considered work time for the purpose of determining overtime.
2. All overtime shall be approved in advance. When It is not possible or practical to obtain prior approval, overtime worked shall be reported at the earliest opportunity to the approving authority following the completion of overtime work. All hours of work officially ordered and/or approved by the department head in excess of forty (40) hours in a workweek is overtime. Overtime pay shall be paid on a time and one-half (1/2) basis.
3. Overtime compensation shall be added to the payroll period during which the work is performed.

4. Overtime work shall be distributed equally among qualified employees as far as practical based on the requests of the employees to work overtime and the needs of the department.
- E. In lieu of overtime pay and based on a forty (40) hour workweek, an employee may opt to receive compensatory time at the overtime rate. Compensatory time may accrue to a maximum of eighty (80) hours and should be used within one hundred eighty (180) days following accrual. An employee may not be compelled to use compensatory time. However, in the event an employee's compensatory time nears its maximum accrual and the affected employee requests use of such time and is denied its use, the employee shall receive pay for the requested hours.

## **ARTICLES 8 - SALARIES**

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

New employees shall be paid at the minimum step of the salary range for each class. An exception to hire a new employee above the minimum step must be justified in writing by the department head based on exceptional qualifications as required for the position and must be approved by the Board of Commissioners. If a current employee in the same job class and department as the department hiring the new employee has the same qualifications as the new employee hired above the first step of the salary range, the salary of the current employee shall be adjusted to the same step as the new employee.

### **B. SALARY RATE UPON PROMOTION**

Upon promotion to a job classification assigned to a higher salary range, the new rate for the employee shall be the lowest step in the salary range which provides the employee a salary increase of at least 7.5%.

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

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

### **D. SALARY RATE UPON WORKING OUT OF CLASSIFICATION**

When an employee is assigned to perform the duties of a job assigned to a higher salary grade due to the absence or incapacitation of the incumbent, for a period of four (4) or more hours, the employee will be paid at the rate for the step on the grade for the higher level classification which pays the employee five percent (5%) above his/her current rate of pay; provided however, the rate of pay shall not be less than step 1 of the grade and shall not be more than the top step of the grade. Once the four-hour minimum has been worked, the employee will be paid at the higher rate for all consecutive work hours beginning with the first hour performing the higher level duties.

### **E. TEMPORARY SUPERVISOR PAY**

When an employee is asked by the Department Head to act in a supervisory capacity not delineated in the normal course of their job, where continuous supervision of project work is required, or when conditions require immediate decisions to be made which could possibly have financial impacts to the department, a supervisor wage adjustment may be made at the rate of 5% of his/her current rate.

The determination will be made by the Department Head at the beginning of the shift, and will outline the duration and scope of the supervisor wage adjustment. The Department Head will notify the other employees of the supervisory status. The purpose of the wage adjustment is to address projects, or conditions outside of the normal course of work.

F. SALARY RATE UPON RECLASSIFICATION/DEMOTION

When an employee is reclassified or demoted to a classification for which their then existing pay exceeds the maximum of their new grade, the employee shall have their pay rate frozen at their higher rate until the pay rate for their new salary grade encompasses their higher rate at which point they shall receive the pay rate for the grade.



## **ARTICLE 9 – PAY SCALE/GENERAL TERMS**

### **A. PAY GRADES**

Each job classification shall be assigned to a pay grade on the salary table that shall apply to employees in the classification.

### **B. STEPS**

Each employee whose performance has been at least satisfactory on the employee's most recent performance review shall receive a "step" increase effective July 1 of each year. An employee's review shall be performed in the sixty (60) days prior to the employee's scheduled step increase and if no review has been received during that sixty (60) day period, the employee shall be believed to have met a satisfactory performance level. The employee must have completed at least six (6) months of full-time employment since his/her most recent date of hire to be considered for the initial step increase. The employee must complete the equivalent of one full year of full-time employment to receive each subsequent step increase. An employee paid at step eight (8) of the salary grade for his/her job classification shall not be eligible for additional step increases. Overall adjustments to the salary table shall be as follows:

1. Effective July 1, 2021, 3.0% increase (see appendix B)
2. Effective July 1, 2022, 2.0 % increase (see appendix B)
3. Effective July 1, 2023, 2.0 % increase (see appendix B)

All calculations are based on Grade 101 Step 1.

### **C. ASBESTOS DIFFERENTIAL**

Maintenance workers assigned to asbestos removal work requiring specialized training and certification shall be paid a five percent (5.0%) differential for each hour spent performing such tasks.

### **D. JURY COMMISSIONER STIPEND**

The Deputy County Clerk who is designated as Jury Commissioner by the judges of the District Court shall be paid \$1,000.00 per year. The stipend shall be prorated and paid on an hourly basis and shall be included in each paycheck.

## **ARTICLE 10 – CALL BACK**

- A. 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/her place of employment shall be considered overtime and shall be compensated at the appropriate overtime rate for a minimum of two (2) hours.
- B. Employees on a seven (7) hour per day work schedule will be compensated at time and one-half (1 ½) for call back time.

## **ARTICLE 11 – OTHER FORMS OF COMPENSATION**

If, during the course of the parties' collective bargaining relationship, the County would determine a need to place employees on standby or effect any other form of procedure that should result in a premium payment for services available, the County will notify the Union of intent and the parties will meet as soon thereafter as possible to negotiate the impact of any such determination.

## **ARTICLE 12 – POSITION CLASSIFICATION AND PAY LEVELS**

### **A. POSITION CLASSIFICATION**

The County may establish a new job class based on the needs of the County. The County shall advise the Union of all new job classifications it intends to implement at least ten (10) working days prior to implementation.

The County or an employee may request a position be reclassified based on a significant change in the duties and responsibilities.

### **B. PAYLEVELS**

The County and the Union shall negotiate the appropriate pay grade for newly created classifications. The Board of County Commissioners must approve the pay grade before it can be implemented.

## **ARTICLE 13 – HEALTH INSURANCE**

- A. The County will pay one hundred percent (100%) of the costs of a full-time employee's and fifty percent (50%) of the costs of a part-time employee's group health and dental/vision policies.
- B. An employee's health insurance coverage will become effective on the first of the month following sixty (60) days of employment.
- C. The County will place in the HRA or HSA of each eligible employee the following amount:
  - 1. Effective July 1, 2021, \$65.00 each month.
  - 2. Effective July 1, 2022, \$80.00 each month.
  - 3. Effective July 1, 2023, \$95.00 each month.
- D. The County will place in the HRA or HSA of each newly hired eligible employee the following amount:
  - 1. Effective July 1, 2021, \$65.00 each month.
  - 2. Effective July 1, 2022, \$80.00 each month.
  - 3. Effective July 1, 2023, \$95.00 each month.

Payments into the HRA or HSA will begin when the newly hired employee becomes eligible for health insurance coverage with the initial amount based on the date of eligibility.

- E. To be eligible, the employee must be enrolled in and covered by the group health insurance plan provided by the County.
- F. The employee may use this money in the manner allowed under the Internal Revenue Service regulations.
- G. An employee on leave of absence without pay may continue to carry County health insurance. Except as otherwise specifically required by law, for the duration of such leave, the employee must pay the full premium in a timely manner and the County will make no contribution to the employee's HRA or HSA.
- H. **EMPLOYEE WELLNESS-GYM MEMBERSHIPS**

If an employee works out at a gym or aquatic center eight (8) or more times per month, the County will reimburse employees membership fees not to exceed thirty dollars (\$30) per month. The facility of choice must provide a monthly reporting of employee's attendance at the facility to the County to be eligible for reimbursement. If the employee does not attend the minimum times per month, the employee will not receive reimbursement for that month.

## **ARTICLE 14 - HOLIDAYS**

- A. The County and the Union agree that for the purpose of this Article, holidays for full-time and part-time employees are to be recognized as follows;

January 1 (New Year's Day)

Third Monday in January (Martin Luther King Day)

Third Monday in February (Washington's Birthday)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

Last Friday in October (Nevada Day)

November 11 (Veterans Day)

Fourth Thursday in November (Thanksgiving)

The day after Thanksgiving (Family Day)

December 25 (Christmas)

Two additional holidays will be granted as follows:

The day before Christmas or the day after Christmas, as per the approval of the department head.

The day before New Year's Day or the day after New Year's Day, as per the approval of the department head.

If a holiday falls on a Saturday, the preceding Friday becomes the holiday; if it falls on a Sunday, the following Monday becomes the holiday.

In addition, a holiday shall be granted on any day declared by the President of the United States or by the Governor for a day of mourning, thanksgiving, or as a holiday.

- B. In addition to the aforementioned holidays under subsection A, employees will be granted a "floating holiday" each fiscal year. The floating holiday must be taken by the employee at any time during the fiscal year such day was granted.
- C. All employees eligible for holidays who, by nature of their job, are either required, directed, or scheduled by their department heads to work holidays, in addition to holiday pay, shall be compensated at the time and one-half (1 1/2) rate of pay for all hours worked on such day.
- D. Employees not scheduled or required to work on a holiday will be compensated for said holiday by the County at his/her straight hourly rate of pay. An employee must work or be in paid leave status on his/her regularly scheduled work day before and following the holiday to be eligible for holiday pay.

The value of the holiday shall not exceed ten (10) hours and will be based on the number of hours the employee was scheduled to work on the holiday. If the holiday falls on a full-time employee's day off, the value of the holiday shall equal seven (7) or eight (8) hours, based on whether the full-time employee in the job class is scheduled to work thirty-five (35) or forty (40) hours per week.

E. Employees assigned to continuous operations shall recognize the actual holiday only for holiday compensation purposes. Continuous operations, for the purpose of this section, shall be defined as those operations that are regularly scheduled for twenty-four (24) hours a day, seven (7) days a week.

F. Part-time employees will be paid for a holiday if scheduled to work the holiday and paid for the hours she/he would have been scheduled to work had it not been a holiday.

## ARTICLE 15 – SICK LEAVE

- A. Each full-time and part-time employee in the service of the County shall be credited with sick leave at the rate of one and one-fourth (1/4) working days for each month of full-time service, which is cumulative from year to year, not to exceed one hundred twenty (120) working days.
- B. An employee is entitled to use accrued sick leave only:
1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy, or childbirth.
  2. When quarantined.
  3. When receiving required medical or dental services or examinations. An employee taking sick leave must present a signed doctor's release before returning to work if she/he took four (4) or more consecutive sick days off.
  4. For adoption of a child, If the Welfare Division of the Department of Human Resources or any other appropriate public agency requires the employee to remain at home with the child.
  5. Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose, "immediate family" means the employee's father, mother, husband, wife, sister, brother, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, foster and step relatives in the same degree, brother-in-law, and sister-in-law. The maximum amount of sick leave that can be used for this section shall be twelve (12) weeks during a rolling twelve (12) month period measured backward from the date an employee uses sick leave for illness in the employee's immediate family.
  6. In cases where there is reasonable suspicion of abuse, the Department Head may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.
- C. If any employee does not have adequate sick leave time accrued, the Department Head may grant use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.
- D. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a pay period shall be charged before sick leave earned that pay period is credited.
- E. Compensation on termination: Upon the honorable termination of employment or retirement, an employee hired before July 1, 2017 shall be entitled to a one time compensation of fifty percent (50%) of all accrued sick leave, not to exceed \$7,500; an employee hired on or after July 1, 2017 shall be entitled to compensation for fifty percent (50%) of all accrued sick leave commensurate with their years of service as follows:



Zero to Five (0-5) years of service: No compensation for sick leave hours upon termination of employment.

Six to Ten (6-10) years of service: Fifty percent (50%) of all accrued sick leave not to exceed 300 hours or \$7,500.

Eleven to Fifteen (11-15) years of service: Fifty percent (50%) of all accrued sick leave not to exceed 450 hours or \$7,500.

Sixteen to Twenty (16-20) years of service: Fifty Percent (50%) of all accrued sick leave not to exceed 600 hours or \$7,500.

Twenty (20) years or more of service: Fifty percent (50%) of all accrued sick leave not to exceed 750 hours or \$7,500.

- F. Survivor's rights: In the event of an employee's death, the employee's beneficiary (s) or estate will be compensated for one hundred percent (100%) of all accrued sick leave. Payment will be made to the beneficiary(s) named in a written designation filed with the County, or if law prevents such payment, payment will be made to the employee's estate.
- G. Catastrophic Leave Pool: The catastrophic leave pool for the bargaining unit shall include the employees of the County who are in the bargaining unit, unrepresented employees and department managers. Employees of the Sheriff's office are excluded from the bargaining unit/unrepresented catastrophic pool. Employees may contribute unused sick leave to a pool for use by other eligible employees in the pool under the following circumstances:
1. Employees contributing unused sick leave to the catastrophic leave pool, as well as those who withdraw from the pool, must be in classifications assigned to the bargaining unit, the unrepresented pay plan or department managers.
  2. The maximum amount of time an employee may draw from the leave pool is three (3) months (520 hours) per event. For these purposes, an "event" shall be defined to mean any separate instance of illness or injury from the point of incapacitation to recovery sufficient to return to work.
  3. The qualification/participation annual period shall be the calendar year.
  4. The employee making the donation must have two hundred forty (240) hours of accrued sick leave in his/her own sick leave account after the donation has been made.
  5. An employee must donate a minimum of eight (8) hours on each occasion of making a donation and may not donate more than forty (40) hours in any calendar year.
  6. An employee cannot make more than two (2) donations in any calendar year.
  7. All donations must be made in writing.
  8. All donations will be placed in a pool for use by any eligible employee.

9. All donations placed into the pool will be converted to a money value based upon the current base hourly salary of the employee making the donation. All withdrawals will be charged to the pool based upon the base hourly salary of the employee withdrawing leave from the pool. For purposes of this provision, "base hourly salary" shall mean an employee's hourly rate.

H. Use of Catastrophic Leave: Employees may withdraw leave from the pool for use under the following circumstances and upon recommendation of the Catastrophic Leave Committee:

1. The individual has at least one (1) year of service as a regular employee and is eligible to use sick leave for the absence. Individuals with less than one year will be evaluated on a case by case basis by the committee for usage.
2. The employee has used all available paid leave time for which s/he is eligible (including sick leave, vacation, paid holiday time, and compensatory time off).
3. The absence is not the result of an on-the-job injury, occupational disease, self-inflicted injury, or illegal use of alcohol or drugs.
4. The employee presents a doctor's certification that she/he cannot perform the regular duties of his/her job or a set of modified duties offered by the County.
5. The medical condition necessitating the leave is life threatening or requires a lengthy convalescent period.
6. The Catastrophic Leave Committee shall be comprised of three Members from the Bargaining Unit. The three members should preferably be from different departments, however not mandatory in the event no one is available from a different department.

I. Family and medical leave will be granted consistent with the provisions of the Family and Medical Leave Act (FMLA). For the purpose of determining the amount of leave an employee may take, *year* is defined as a rolling twelve (12) month period measured backward from the date on which an employee uses any FMLA leave. When on FMLA leave, an employee shall use available paid leave before going on leave without pay. Periods of unpaid leave will not count for purposes of seniority or any other rights or entitlement earned through employment except as may be provided elsewhere in this Agreement.

## **ARTICLE 16 – BEREAVEMENT LEAVE**

- A. Immediate family is defined as the employee's father, mother, husband, wife, sister, brother, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, foster and step relatives in the same degree, brother-in-law, and sister-in-law. At the department head's discretion, the immediate family may also include the employee's significant other and such person's immediate family, as defined above.
  
- B. When a death occurs in the immediate family of an employee, as defined in paragraph A above, said employee shall be entitled to a leave of absence of up to five (5) work days with pay. In the case of a death in the Immediate family, as defined above, where the funeral or memorial service is held outside the State of Nevada, the employee shall be entitled to an additional two (2) days to attend the funeral, to be charged against accrued sick leave. 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, accrued compensatory time or placed on leave without pay.

## **ARTICLE 17 – JOB-RELATED INJURIES**

Compensation for Job-Related Injuries: Employees are insured under the provisions of the State Workers' Compensation Act for injuries received while at work for the employer. The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 281.390:

- A. When an employee is eligible at the same time for benefits for temporary total disability pursuant to chapters 616A to 616D, inclusive, or 617 of NRS and for any sick leave benefit, she/he may, by giving notice to his/her employer, elect to continue to receive his/her normal salary instead of the benefits pursuant to those chapters until his/her accrued sick leave time is exhausted. The employer shall notify the state Industrial insurance system or the insurer that provides industrial insurance for that employer of the election. The employer shall continue to pay the employee his/her normal salary but charge against the employee's sick leave time as taken during the pay period an amount which represents the difference between his normal salary and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses pursuant to chapters 616A to 616D, inclusive, or 617 of NRS for that pay period.
- B. When the employee's accrued sick leave time is exhausted, payment of his normal salary pursuant to subsection A must be discontinued and the employer shall promptly notify the state Industrial insurance system or the insurer that provides industrial insurance for that employer so that it may begin paying the benefits to which the employee is entitled directly to the employee.
- C. An employee who declines to make the election provided in subsection A may use all or part of the sick leave benefit normally payable to him/her while directly receiving benefits for temporary total disability pursuant to chapters 616A to 616D, inclusive, or 617 of NRS, but the amount of sick leave benefit paid to the employee for any pay period must not exceed the difference between his normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses pursuant to those chapters for that pay period.
- D. If the amount of the employee's sick leave benefit is reduced, pursuant to subsection C, below the amount normally payable, the amount of sick leave time charged against the employee as taken during that pay period must be reduced in the same proportion.
- E. The public employee may decline to use any or part of the sick leave benefit normally payable to him/her while receiving benefits pursuant to chapters 616A to 616D, inclusive, or 617 of NRS. During that period of time, the employee shall be considered on leave of absence without pay.

## ARTICLE 18 – VACATION LEAVE

### A. VACATION ACCRUAL

Each full-time employee shall be entitled to forty (40) or thirty-five (35) hours vacation leave credit on the first day of the pay period following completion of six (6) months of continuous County service. Thereafter, employees shall accrue vacation leave at the monthly equivalent of the rate established below:

ANNUAL VACATION ACCRUAL RATE  
APPLICABLE TO EMPLOYEES HIRED ON OR BEFORE 6/30/2021

Continuous Service	Hours	8-Hour Work Day
Six (6) months but less than one (1) year	80 hours	10 days
One (1) year but less than seven (7) years	120 hours	15 days
Seven (7) years but less than ten (10) years	144 hours	18 days
Ten (10) years but less than fifteen (15) years	168 hours	21 days
Fifteen (15) years but less than twenty (20) years	192 hours	24 days
Over twenty (20) years	216 hours	27 days

ANNUAL VACATION ACCRUAL RATE  
APPLICABLE TO EMPLOYEES HIRED ON OR AFTER 7/1/2021

Continuous Service	Hours	8-Hour Work Day
Six (6) months but less than two (2) years	80 hours	10 days
Two (2) years but less than seven (7) years	100 hours	12.5 days
Seven (7) years but less than twelve (12) years	120 hours	15 days
Twelve (12) years but less than twenty (20) years	144 hours	18 days
Over twenty (20) years	160 hours	20 days

For the purpose of computing credit for vacation, each employee shall be considered to work not more than forty (40) hours each week.

An employee who terminates and does not return to work within twelve (12) months shall be considered to have a break in continuous County service for the purpose of determining the vacation leave accrual rate.

Leave without pay in excess of thirty (30) days in a calendar year shall not count as qualifying service for the purpose of determining the vacation leave accrual rate, except in the case of an employee being called into service for the United States Armed Forces involuntarily, and the person is reinstated within ninety (90) days following honorable discharge from the military service.

B. Vacation leave for a part-time employee shall accrue on a prorated basis from the

rates set forth above for full-time employees on the first day of the pay period following the completion of six (6) months continuous service and thereafter.

- C. For employees hired on or before September 30, 2017, vacation leave may be accumulated from year to year, not to exceed two hundred forty (240) hours. Amounts in excess of 240 hours, as of the end of the last full pay period In December, shall be forfeited. For employees hired after September 30, 2017, the maximum vacation accrual cap at any time is two hundred forty (240) hours.
- D. Under the following circumstances, certain leave in excess of 240 hours on December 31 of each year will be paid to the employee.
  - 1. The employee must have requested and been denied the use of the amount of vacation leave that the employee has accrued in excess of 240 hours.
  - 2. The request must have been made prior to September 15 of the current calendar year.
  - 3. The request must have been for use of the leave prior to November 15 of the current calendar days of leave during the first six months of the calendar year.

The amount of leave for which reimbursement is paid will be the lesser of the amount of leave denied and the amount of leave the employee has remaining in his/her accrual bank which in excess of 240 hours.

- E. An employee shall be paid at his/her regular hourly rate for each hour of vacation leave taken. Vacation leave shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation time taken.
- F. Vacation leave taken during a monthly period shall be charged before vacation leave earned during the pay period is credited.
- G. Vacation leave shall not be granted in excess of the vacation credit earned, except for extenuating circumstances and as approved by the affected Department Head.
- H. Upon an employee's departure from County employment, the County will pay the employee for any unused, accumulated vacation leave earned through the last day worked, to a maximum of 240 hours. If this date is earlier than the last day of the pay period, the vacation credit will be prorated for that pay period, except as provided for in paragraph C above. Under no circumstances shall cash payment be made for accrued vacation to a current County employee except as provided for in paragraph D above.

The County will, at the option of the qualified employee, cash out all leave in excess of 240 hours as of September 30, 2017 at the employee's current rate of pay on that date. Payment shall be included with the first regular paycheck in November.

- I. If an employee dies and was entitled to accumulated vacation leave under the provisions of this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of Interstate succession of this state, or the administrator of his/her estate, upon submitting satisfactory proof to the Board of County Commissioners of their entitlement, shall be paid a lump sum payment for any unused or accumulated vacation leave to a maximum of 240 hours.

J. VACATION LEAVE USE

- 1. The department head/designee shall determine the time when vacation leave is taken after considering the needs of the service and wishes of the employee.
- 2. An employee shall request vacation leave at least two work days in advance if the need for leave is foreseeable.

**ARTICLE 19 – MILITARY LEAVE**

Military leave shall be granted in accordance with the requirements of federal and Nevada state laws and regulations.

## **ARTICLE 20 – JURY DUTY/COURT APPEARANCE**

- A. A leave of absence with pay for court leave shall be granted to a County employee who is required to appear and/or serve as a witness or juror for the federal government, the State of Nevada, or a political subdivision thereof. The employee will be paid his/her regular salary while on leave of absence, but must remit to his/her department head, for deposit in the county general fund, all fees which she/he may receive as a witness or juror. The employee shall retain reimbursements for mileage or per diem. Court leave shall not be charged against the employee's vacation credit.
- B. Employees appearing in court for the above stated reasons on scheduled days off shall retain the compensation as may be authorized for that appearance.
- C. The employee shall be responsible for completing the time report for the time of court leave granted while absent from his/her regularly scheduled duties.
- D. The employee shall return to work following court leave. When an employee is required to appear and/or serve as a witness or juror as provided in this Article during non-work hours on a day she/he is scheduled to work, then the employee's work schedule shall be reduced by the hours spent as a witness or juror, with supervisory approval.



## **ARTICLE 21 – ASSIGNMENTS REQUIRING MOTOR VEHICLES**

Whenever it is necessary for an employee to use a motor vehicle in the performance of his/her duties, the County shall provide such vehicle, if available. If a County vehicle is unavailable and the employee uses his/her personal vehicle, the employee shall be reimbursed at the rate prescribed by the Nevada State Legislature. If by choice or convenience the employee uses his/her personal vehicle and a County vehicle is available, there shall be no reimbursement by the County to the employee.

## **ARTICLE 22 – HEALTH AND WELFARE**

- 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 all health and safety problems.

## ARTICLE 23 – CLOTHING AND TOOL ALLOWANCE

- A. Employees serving In the classifications listed below shall receive a clothing allowance in the amount of four hundred fifty dollars (\$450.00) annually, to be paid in two (2) semi-annual equal installments, with the first payday in July and the final payday In January. Said allowance shall cover the cost of clothing to include protective clothing appropriate for the classification. Any new hires will immediately receive a clothing allowance based on a prorated amount. If necessary, all payments shall be considered retrospective and shall not require reimbursement, in any amount, upon an employee's termination of employment.

Equipment Operators

Mechanics

Maintenance

Workers

Park Maintenance

Workers Custodians

- B. The County shall maintain the option, in lieu of an allowance, of providing employee uniforms and protective clothing for the classifications listed above.
- C. Mechanics shall be provided any newly required or replacement tools utilized in the performance of their duties. The County will be responsible to replace tools broken or lost during the normal course of work upon approval of the County. Any tools purchased by the County to be used for general use will be kept in the tool room or a County owned storage area, for which ownership shall remain with the County.

The County agrees to finance the purchase of hand tools for employees in the mechanic and maintenance classifications if requested by the employee and approved by the County. The tool must contain a manufacture's warranty. Repayment to the County by the employee shall be by payroll deduction in the amount of fifty dollars (\$50.00) each payday until paid in full. At no time can an employee owe the County more than one thousand dollars (1,000.00) under this program.

If the employee terminates employment with a debt owed to the County, the County shall deduct the money owed by the employee from the employee's final paycheck. If there are insufficient funds available to cover the employee's debt to the County, the employee may elect to pay the balance or the County will repossess the tools necessary to cover the debt.

The County will budget a maximum debt of ten thousand dollars (\$10,000.00) per fiscal year for the purpose of purchasing hand tools. At no time during the fiscal year will the potential debt exceed this amount.

- D. In addition to the foregoing, the County shall provide, on an "as needed" basis, one (1) pair of insulated coveralls or one insulated coat to each employee requiring same.

**ARTICLE 24 – LONGEVITY PAY**

A. Full-time employees shall receive longevity pay on a separate check based on creditable years of service as defined below, consistent with the following schedule:

<u>Beginning Years of Service</u>	<u>Annual Payment</u>
8 years	\$1,000.00
15 years	1,400.00
20 years	1,800.00
25 years	2,200.00

Part-time employees who qualify for longevity pay will receive a prorated payment based on the amount received by a full-time employee.

The matter of payment for longevity benefits shall continue as previously practiced.

B. CREDITABLE SERVICE

All periods of regular or probationary employment with White Pine County shall be considered as creditable service. An employee who terminates employment with the County and does not return within twelve (12) months will be considered to have a break in creditable service for purposes of determining eligibility for longevity pay. All time served prior to the termination will not count as creditable service for longevity pay. Any period in which an employee was, while employed by White Pine County, called into service for the United States Armed Forces involuntarily will be considered as creditable service for the computation of longevity pay, provided she/he returns to County employment within ninety (90) days from honorable discharge from the military.

C. NON-CREDITABLE SERVICE

Any periods that an employee is on any leave of absence without pay in excess of thirty (30) calendar days, within a calendar year, will be deducted from his/her creditable service for computation of longevity pay.

## **ARTICLE 25 - REINSTATEMENT**

When a former employee is reinstated after a break in service of less than twelve (12) months, such employee shall be entitled to the banks of accrued leave(s), except any amounts paid off upon separation, and the same salary step and grade in the classification she/he held prior to the break in service.

## **ARTICLE 26 - RETIREMENT**

Subject to statutory requirements, the County agrees to continue making the total employee contributions to the Nevada State Retirement System on behalf of their employees.

## **ARTICLE 27 – PERSONNEL FILE**

- A. Each employee shall have the right, upon reasonable notice and written request to review the material in his/her own personnel file. Under no circumstances may personnel files be removed or taken from the County premises. Review will take place in the presence of the Human Resources Director or his/her designate.
- B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.
- C. Materials shall be released only for the purpose of processing grievances and to persons who are authorized pursuant to any state or federal law or an order of the court, except when written consent is given by the employee.
- D. All material in the file must be signed by the employee and dated. No anonymous letters or material shall be placed in this file.
- E. Any negative written statement related to the employee's assigned duties or responsibilities shall not be placed in the employee's personnel file until after the employee has the opportunity to review. An employee may request, from his/her department head, the removal and destruction of such material. In the event the department head refuses such request, a letter explaining his/her concern(s) may be written and such letter shall remain a permanent part of the challenged record.
- F. An employee will, upon written request to the County, receive copies of all materials in their personnel file.
- G. Commendations shall be placed into the personnel file and a copy presented to the employee.

## **ARTICLE 28 - 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 over thirty (30) days. This section shall refer to full-time and part-time employees as heretofore defined.
- B. Seniority by classification shall be the only consideration In case of layoffs, demotions (in lieu of layoff), and recalls. Layoffs shall be in reverse order of seniority. The County reserves the right to determine which classifications and levels will be subject to layoff, demotion, and recalls. An employee who is identified to be laid off may bump an employee In the same department in a lower job class and level with less seniority when the job description and skills of the lower job class and level are similar. The County shall give written notice fifteen (15) days prior to an employee's layoff or demotion. A County-wide re-employment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other re-employment or employment lists in the event of rehiring. If the employee refuses an offer of re-employment, the employee shall be removed from the list. Recall to employment shall occur in inverse order of layoff.
- C. On re-employment from a layoff list, if returning within one year, the employee shall be reinstated to the classification and wage held at the time of layoff or demotion. If conditions have so changed that it is not possible to re-employ the employee in the same classification and wage, re-employment may be made to the class and wage that is most nearly comparable to the employee's original classification and wage as possible under the circumstances.
- D. Upon re-employment, the salary shall be set pursuant to the salaries under Article 8 of this Agreement.
- E. Demotion of an employee for failed performance is excluded from the conditions applied under the terms of this Article.



## **ARTICLE 29 – UNION DUES**

- A. Employees may authorize payroll deduction for the purpose of paying Union dues. Upon written authorization to the County from an employee, the County agrees to deduct on a bi-monthly basis from wages of the employee the amount of Union dues.
- B. The sums deducted shall be forwarded to the Union after the deduction has been made. The County also agrees to include a list of employees who have authorized deductions with each payment. If the employee is new, the list will state “add.” If an employee leaves the employ of the County, the form will state “delete.”
- C. The Union agrees to indemnify, defend, and hold the County harmless against any and all claims or suits that may arise out of or by reason of action taken by the County in reliance upon any authorization cards submitted by the Union to the County. The Union agrees to refund to the County any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.
- D. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter, except that authorization may be withdrawn by an employee during the month of March. If dues deduction authorization is not revoked during such period, it shall continue for the balance of the contract year.
- E. The Union will certify to the County, in writing, the current rate of membership dues. The County will be notified of any change in the rates of membership dues thirty (30) days prior to the effective date of such change.
- F. Upon termination of any employee in the bargaining unit who is paying dues, the remaining amount of dues for the time worked will be deducted from the final check.
- G. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate Union dues when a member in good standing of the Union is in non-pay status during part of the pay period. In this connection, all other legal and required deductions have priority over Union dues.

## **ARTICLE 30 – UNION BUSINESS LEAVE**

- A. The Union may designate three (3) local representatives. The Union shall notify the applicable department director, in writing, of the name of each representative and his/her jurisdictional area.
- B. The County shall provide the local representative reasonable opportunity to utilize paid release time to serve in his/her capacity. The representative may utilize that time to participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:
1. The investigation of a bargaining unit member's grievance or potential grievance;
  2. Representation of a member/grievant at any step of the grievance procedure established herein;
  3. Consultation with the Union business representative on matters involving the Union's relationship with the County;
  4. Attending County functions/meetings that have a direct impact on the Union;  
and
  5. Attending all negotiation meetings including a reasonable amount of preparation time.

Only one (1) representative may utilize paid release time to attend to items 1 through 4.

- C. The representative shall notify his/her immediate supervisor each time she/he wishes to conduct appropriate business, and may be relieved of duty unless operational demands preclude permission to leave the work location. Appropriate use of representative time, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the responsible supervisor.

## **ARTICLE 31 – ORIENTATION OF NEW EMPLOYEES**

- A. The Union shall be notified of the employment of new employees within the bargaining unit.
- B. A Union Shop Steward or local representative will be granted up to fifteen (15) uninterrupted minutes to orient new County employees concerning the Union.

## **ARTICLE 32 – MEETING ROOMS AND BULLETIN BOARDS**

- A. The County shall provide limited space on the County bulletin boards for the Union posting of information or notices concerning Union business. A copy of all materials will be sent to the County Commissioners and/or their representative when posted.
- B. Upon prior request, the County will provide space, when available, for Union meetings.

## **ARTICLE 33 – DISCHARGE AND DISCIPLINARY ACTION**

- A. The County shall provide the affected employee with written notice prior to taking disciplinary action to include demotion, reduction in pay, suspension, or termination, except where circumstances dictate the County taking immediate action to remove the employee from the workplace. In such case, written notice, as set forth below, shall be provided to the employee within two (2) working days of the action.
- B. In all cases, written notice of disciplinary action shall be served on the employee personally or by USPS mail with delivery and signature confirmation, and copies of the notice will be placed in the employee's personnel file and mailed to the Union.
- C. The County agrees that no employee may be disciplined without just cause. Except in cases justified, the County will always endeavor to use progressive manners and levels of discipline in dealing with employees. In cases of contemplated suspension or termination 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 operations, the County may immediately place an employee on administrative leave, with or without pay, during the investigation or disciplinary process.
- D. The written notice shall contain the following information:
  - 1. The type of disciplinary action.
  - 2. The effective date of the action.
  - 3. The reason or cause for the action.
  - 4. The employee shall be furnished all materials upon which the action is based.
  - 5. The employee has the right to respond to the department head imposing the discipline.
- E. Except in instances where disciplinary action must be imposed immediately, the notice shall be provided to the employee and the Union no later than five (5) working days before the disciplinary action is to be effective. Where immediate disciplinary action has to be imposed, such action will not become final until the employee has been provided no less than five (5) working days from the receipt of the notice to respond to the authority initially imposing the discipline.

The Union has five (5) working days to meet with the department head to discuss the proposed disciplinary action. The discipline may be postponed to allow for consideration of evidence the Union produced or for further investigation of the Union's response.

Once the disciplinary action has been imposed, the Union has five (5) working days to appeal the action to arbitration. The appeal must be in writing and must state the basis of the appeal.

Upon receipt of the timely appeal, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said list, the parties shall meet to select an arbitrator. If no arbitrator can be agreed upon, the parties shall alternately strike names until one name remains to serve as arbitrator. The Union shall strike the first name from the list.

F. ARBITRATOR'S AUTHORITY

The decision of the arbitrator shall be final and binding. The arbitrator shall not add to, subtract from, nor 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.

G. EXPENSES

The fees of the arbitrator and a court reporter, if necessary, shall be borne equally by the parties. Each party shall be responsible for its own legal, witness, and/or preparation fees. County employees required to testify in such arbitrations shall receive his/her actual rate of pay and shall return to his/her job as time permits.

H. COMPLIANCE

The parties agree to comply with the arbitrator's decision.

- I. Except as otherwise provided below, upon written request of the employee, records of written reprimands and of disciplinary suspensions of two (2) days or less in the employee's personnel file shall be considered null and void if such records of action are at least twenty-four (24) months old and there have been no intervening actions of discipline during such twenty-four (24) month period. Notwithstanding any other provision of this Agreement, an arbitrator hearing an appeal of a disciplinary action shall consider and give such weight to all past disciplinary action as she/he deems appropriate. Disciplinary actions which result from violent behavior or illegal harassment or discrimination shall remain a permanent record in the employee's personnel file.

## **ARTICLE 34 – GRIEVANCE PROCEDURE**

### **A. DEFINITION**

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

### **B. TIME LIMITS**

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of a prescribed time limitation of this Article of the Agreement by the County shall cause that, in the event of arbitration, the arbitrator be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties of 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, except as defined specifically in the Discharge and Disciplinary Action Article of this Agreement, 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 grievated employee will verbally present the grievance to his/her department head for review.

The grievated employee may request representation by an employee or non-employee Union representative at this hearing. The department head shall, within ten (10) working days of hearing said grievance, render a verbal decision to the grievant. The department head response at Step 1 shall not be subject to the provisions of Section B of this Article.

Step 2: Should the grievant be dissatisfied with the department head's Step 1 response, the grievance shall be reduced to written form and presented to the employee's department head for formal disposition. The grievance shall be advanced to Step 2 within five (5) working days of the department head's Step 1 response or lack of response. The grievance shall be signed by the grievated employee(s) or a steward or official of the Union. The department head shall render a written response to the grievance within five (5) working days of receiving the formal grievance.

Step 3: Should the grievant be dissatisfied with the Step 2 formal response of the department head, the grievance shall be forwarded, in writing, within five (5) working days of the Step 2 response to the County's designated representative by the grievated employee or the Union. The County's designated representative shall respond in writing to the grievance within five (5) 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 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 a Step 3 written response. The Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. 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. ARBITRATOR'S AUTHORITY

The decision of the arbitrator shall be final and binding. The arbitrator shall not add to, subtract from, nor 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 and a court reporter, if necessary, shall be borne equally by the parties. Each party shall be responsible for its own legal, witness, and/or preparation fees. County employees required to testify in such arbitrations shall receive his/her actual rate of pay, and shall return to his/her job as time permits.

#### F. COMPLIANCE

The parties agree to comply with 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) days of the hearing, and all other decisions within thirty (30) days.



## **ARTICLE 35 - STRIKES**

- A. The Union agrees that there shall be no strikes against the County under any circumstances, and 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, or interruption of the operations of the County by the Union and/or its members.

## **ARTICLE 36 – OTHER BENEFITS**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. However, all other provisions contained in and through existing rules, policies, regulations, and practices which may provide benefits applicable to this bargaining unit will continue to be granted to bargaining unit employees unless specifically modified by the terms of this Agreement.

## **ARTICLE 37 – SAVINGS CLAUSE**

- A. In the event that any provision of this Agreement is or shall be rendered invalid by applicable legislation or is declared invalid by any court or regulatory agency 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 of any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from all requirements of notice or time schedules.

## **ARTICLE 38 – MEDICAL EXAMINATION AND LICENSE REQUIREMENTS**

Any and all fees and/or costs associated with employee requirements for licensing and/or medical examinations necessary for continuing employment shall be paid for by the County.

The County and Union agree to drug testing for all new employees.

The County shall provide hepatitis immunization for employees in job classes where work activities indicate such immunization is appropriate. The County shall conduct safety training for employees, where appropriate, as a safeguard when dealing with bloodborne pathogen problems.

Employees who maintain a HAZMAT endorsement to their Class A or Class B license shall be compensated with an annual bonus at the end of the fiscal year in the amount of \$100.00.

## **ARTICLE 39 – PERSONAL PROPERTY REPLACEMENT OR REPAIR**

The County agrees to replace or repair, at fair market value, the following personal items damaged or destroyed while performing duties within the course and scope of employment.

1. Corrective lenses
2. Watches (not to exceed \$25.00)

#### **ARTICLE 40 – COPY OF CONTRACT**

The County will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided copies of the Agreement at the time of hire. The cost of reproducing this Agreement for distribution purposes shall be equally shared by the parties.

## **ARTICLE 41 – LABOR MANAGEMENT COMMITTEE**

- A. A committee of the County and Union (not to exceed three representatives) shall meet upon the call of either party. The meeting will be held at 4:00 P.M. on mutually agreed dates, and shall be for the purpose of:
  - 1. Discussing the administration of this Agreement.
  - 2. Exchanging general information of interest to the parties.
  - 3. Giving the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.
  - 4. Exploring the possibilities of departmental structuring changes, and discussing alternatives and changes to the present health and hospitalization plans.
- B. As a courtesy and to facilitate the adjustment of work schedules, the Union representative will personally notify his/her immediate supervisor of the dates and times of such meetings immediately upon the parties reaching mutual agreement as to the day of any such meeting.
- C. Union committee members shall not lose pay nor be eligible for any overtime payment for the time spent in any meeting authorized by the provisions of this Agreement.
- D. The labor Management Committee shall be advisory only.
- E. The Labor Management Committee shall consist of three union representatives from different departments within the County and be notified of their appointment to the committee. The three representatives cannot be in the same department. Any representative of the committee can remove themselves with proper notice and their position must be refilled with another representative. A representative of the committee can be removed upon mutual agreement of the Union and the County for non-participation.

## **ARTICLE 42 – LEAVE WITHOUT PAY**

- A. The County may grant leaves of absence without pay only for exceptional circumstances and conditions, such as education or prolonged illness, when the appropriate authority determines the granting of such leave is consistent with the good of the County service. Leaves of absence without pay are granted at the discretion of the County.
- B. Leaves of absence without pay not to exceed thirty (30) calendar days may be granted by the department head.
- C. Leaves of absence without pay in excess of thirty (30) calendar days may be granted by the County Commissioners. The leave request must be accompanied by a written certification from the department head that the leave is consistent with this policy, the work of the department will not be Impeded by the employee's absence, and will not require the appropriation of additional funds.
- D. An employee who fails to return to duty upon expiration or termination of leave is considered to have abandoned his/her County employment.
- E. Leaves of absence without pay are not granted for the purpose of seeking or accepting other employment, except when such employment is with another government agency or an educational institution, and the County Board of Commissioners determines that granting of such leave is in the best interest of the County.



**ARTICLE 43 – EFFECTIVE DATES AND DURATION**

This Agreement shall be in full force and effect from July 1, 2021, and shall continue in force to and including June 30, 2024. If, due to extreme financial hardship, the County cannot fund the requirements of this Agreement for any annual period, the parties will reopen negotiations for the remainder of the Agreement.

This Agreement shall be deemed adopted and binding upon execution by authorized representatives of the Union and the County.

**WHITE PINE COUNTY BOARD  
OF COMMISSIONERS**

**OPERATING ENGINEERS  
LOCAL UNION #3 AFL-CIO**

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**Richard Howe, Chairman**

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**Dan Reding, Business Manager**

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**Bruce Noel, Recording-  
Corresponding Secretary**

---

**Tim Neep, Public Employees Director**

---

**Phillip Herring, Business Representative**

---

**Chrissie Shady, Negotiation Committee  
Member**

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**Robert Leslie, Negotiation Committee  
Member**

**Approved as to Form**

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**James Beecher, District Attorney**

**APPENDIX A - CLASSES IN BARGAINING UNIT**

<b>Title</b>	<b>Grade</b>
Administrative Assistant	117
Appraiser Trainee	117
Appraiser	125
Appraiser II	127
Appraiser - SR.	129
Assistant Cook	105
Chief Deputy County Clerk	127
Chief Deputy Assessor	134
Chief Deputy Recorder	127
Chief Deputy Treasurer	127
Cook	107
Custodian	117
Dep. County Clerk	123
Dep. County Recorder	123
Dep. County Treasurer	123
Equipment Operator	119
Equipment Operator - SR.	127
Executive Legal Assistant	129
Kitchen Helper/Driver	103
Lead Mechanic	138
Library Assistant	117
Maintenance Worker	119
Maintenance Worker - SR.	127
Parts & Maintenance Manager	124
Management Assistant	123
Management Assistant - SR.	127
Mechanic	124
Mechanic - SR.	132
Office Manager	127
Oiler/Helper	111
Oiler/Helper, Road - SR.	119
Public Guardian Specialist	129
Public Works Crew Leader	133

## APPENDIX B – SALARY TABLES

### SALARY TABLE

July 1, 2021-June 30, 2022

Table COLA Increase of 3.00%

Grade	X	Y	Z	1	2	3	4	5	6	7	8
101	10.25	10.62	11.00	11.40	11.80	12.21	12.64	13.08	13.54	14.01	14.50
102	10.51	10.89	11.28	11.69	12.09	12.52	12.96	13.41	13.88	14.36	14.87
103	10.77	11.16	11.56	11.98	12.40	12.83	13.28	13.74	14.23	14.72	15.24
104	11.04	11.44	11.85	12.28	12.71	13.15	13.61	14.09	14.58	15.09	15.62
105	11.31	11.72	12.14	12.58	13.02	13.48	13.95	14.44	14.95	15.47	16.01
106	11.59	12.01	12.45	12.90	13.35	13.82	14.30	14.80	15.32	15.86	16.41
107	11.88	12.31	12.76	13.22	13.68	14.16	14.66	15.17	15.70	16.25	16.82
108	12.18	12.62	13.08	13.55	14.03	14.52	15.02	15.55	16.09	16.66	17.24
109	12.48	12.93	13.40	13.89	14.38	14.88	15.40	15.94	16.50	17.07	17.67
110	12.80	13.26	13.74	14.24	14.74	15.25	15.78	16.34	16.91	17.50	18.11
111	13.11	13.59	14.08	14.59	15.10	15.63	16.18	16.75	17.33	17.94	18.57
112	13.43	13.92	14.43	14.96	15.48	16.02	16.58	17.16	17.77	18.39	19.03
113	13.78	14.28	14.80	15.33	15.87	16.42	17.00	17.59	18.21	18.85	19.51
114	14.13	14.64	15.17	15.72	16.27	16.83	17.42	18.03	18.66	19.32	19.99
115	14.48	15.00	15.54	16.11	16.67	17.26	17.86	18.48	19.13	19.80	20.49
116	14.83	15.37	15.93	16.51	17.09	17.69	18.31	18.95	19.61	20.30	21.01
117	15.21	15.76	16.33	16.92	17.52	18.13	18.76	19.42	20.10	20.80	21.53
118	15.58	16.15	16.74	17.35	17.95	18.58	19.23	19.91	20.60	21.32	22.07
119	15.98	16.56	17.16	17.78	18.40	19.05	19.71	20.40	21.12	21.86	22.62
120	16.38	16.97	17.59	18.22	18.86	19.52	20.21	20.91	21.65	22.40	23.19
121	16.79	17.40	18.03	18.68	19.33	20.01	20.71	21.44	22.19	22.96	23.77
122	17.21	17.83	18.48	19.15	19.82	20.51	21.23	21.97	22.74	23.54	24.36
123	17.64	18.28	18.94	19.63	20.31	21.02	21.76	22.52	23.31	24.13	24.97
124	18.07	18.73	19.41	20.12	20.82	21.55	22.30	23.08	23.89	24.73	25.59
125	18.53	19.20	19.90	20.62	21.34	22.09	22.86	23.66	24.49	25.35	26.23
126	19.00	19.69	20.40	21.13	21.87	22.64	23.43	24.25	25.10	25.98	26.89
127	19.47	20.18	20.91	21.66	22.42	23.21	24.02	24.86	25.73	26.63	27.56
128	19.96	20.68	21.43	22.20	22.98	23.79	24.62	25.48	26.37	27.30	28.25
129	20.45	21.19	21.96	22.76	23.56	24.38	25.23	26.12	27.03	27.98	28.96
130	20.96	21.72	22.51	23.33	24.15	24.99	25.87	26.77	27.71	28.68	29.68
131	21.49	22.27	23.08	23.91	24.75	25.62	26.51	27.44	28.40	29.39	30.42
132	22.02	22.82	23.65	24.51	25.37	26.26	27.17	28.13	29.11	30.13	31.18
133	22.57	23.39	24.24	25.12	26.00	26.91	27.85	28.83	29.84	30.88	31.96
134	23.14	23.98	24.85	25.75	26.65	27.59	28.55	29.55	30.58	31.65	32.76
135	23.72	24.58	25.47	26.39	27.32	28.27	29.26	30.29	31.35	32.45	33.58
136	24.32	25.20	26.11	27.05	28.00	28.98	30.00	31.05	32.13	33.26	34.42
137	24.92	25.82	26.76	27.73	28.70	29.71	30.75	31.82	32.94	34.09	35.28
138	25.54	26.47	27.43	28.42	29.42	30.45	31.51	32.62	33.76	34.94	36.16
139	26.19	27.14	28.12	29.13	30.15	31.21	32.30	33.43	34.60	35.81	37.07
140	26.84	27.81	28.82	29.86	30.91	31.99	33.11	34.27	35.47	36.71	37.99
Grade	X	Y	Z	1	2	3	4	5	6	7	8

**Note: All calculations are based on Grade 101, Step 1**

**SALARY TABLE**  
**July 1, 2022-June 30, 2023**

Table COLA Increase of 2.00%

Grade	X	Y	Z	1	2	3	4	5	6	7	8
101	10.45	10.83	11.22	11.63	12.04	12.46	12.89	13.35	13.81	14.30	14.80
102	10.71	11.10	11.50	11.92	12.34	12.77	13.22	13.68	14.16	14.65	15.17
103	10.98	11.38	11.79	12.22	12.65	13.09	13.55	14.02	14.51	15.02	15.55
104	11.26	11.67	12.09	12.52	12.96	13.42	13.89	14.37	14.87	15.40	15.93
105	11.54	11.96	12.39	12.84	13.29	13.75	14.23	14.73	15.25	15.78	16.33
106	11.83	12.26	12.70	13.16	13.62	14.10	14.59	15.10	15.63	16.17	16.74
107	12.12	12.56	13.02	13.49	13.96	14.45	14.95	15.48	16.02	16.58	17.16
108	12.42	12.87	13.34	13.82	14.31	14.81	15.33	15.86	16.42	16.99	17.59
109	12.73	13.19	13.67	14.17	14.67	15.18	15.71	16.26	16.83	17.42	18.03
110	13.06	13.53	14.02	14.52	15.03	15.56	16.10	16.67	17.25	17.85	18.48
111	13.38	13.87	14.37	14.89	15.41	15.95	16.51	17.08	17.68	18.30	18.94
112	13.71	14.21	14.73	15.26	15.79	16.35	16.92	17.51	18.12	18.76	19.41
113	14.05	14.56	15.09	15.64	16.19	16.76	17.34	17.95	18.58	19.23	19.90
114	14.41	14.93	15.47	16.03	16.59	17.17	17.78	18.40	19.04	19.71	20.40
115	14.76	15.30	15.86	16.43	17.01	17.60	18.22	18.86	19.52	20.20	20.91
116	15.13	15.68	16.25	16.84	17.43	18.04	18.67	19.33	20.01	20.71	21.43
117	15.52	16.08	16.66	17.26	17.87	18.49	19.14	19.81	20.51	21.22	21.97
118	15.90	16.48	17.08	17.70	18.32	18.96	19.62	20.31	21.02	21.75	22.51
119	16.30	16.89	17.50	18.14	18.77	19.43	20.11	20.81	21.54	22.30	23.08
120	16.70	17.31	17.94	18.59	19.24	19.92	20.61	21.34	22.08	22.85	23.65
121	17.13	17.75	18.39	19.06	19.72	20.41	21.13	21.87	22.63	23.43	24.25
122	17.55	18.19	18.85	19.53	20.22	20.92	21.66	22.42	23.20	24.01	24.85
123	17.99	18.64	19.32	20.02	20.72	21.45	22.20	22.98	23.78	24.61	25.47
124	18.44	19.11	19.80	20.52	21.24	21.98	22.75	23.55	24.37	25.23	26.11
125	18.90	19.59	20.30	21.04	21.77	22.53	23.32	24.14	24.98	25.86	26.76
126	19.38	20.08	20.81	21.56	22.32	23.10	23.91	24.74	25.61	26.50	27.43
127	19.86	20.58	21.33	22.10	22.87	23.67	24.50	25.36	26.25	27.17	28.12
128	20.35	21.09	21.86	22.65	23.45	24.27	25.12	25.99	26.90	27.85	28.82
129	20.87	21.63	22.41	23.22	24.03	24.87	25.74	26.64	27.58	28.54	29.54
130	21.39	22.17	22.97	23.80	24.63	25.49	26.39	27.31	28.27	29.26	30.28
131	21.92	22.72	23.54	24.39	25.25	26.13	27.05	27.99	28.97	29.99	31.04
132	22.47	23.29	24.13	25.00	25.88	26.79	27.72	28.69	29.70	30.74	31.81
133	23.02	23.86	24.73	25.63	26.53	27.46	28.42	29.41	30.44	31.51	32.61
134	23.60	24.46	25.35	26.27	27.19	28.14	29.13	30.15	31.20	32.29	33.42
135	24.19	25.07	25.98	26.93	27.87	28.85	29.85	30.90	31.98	33.10	34.26
136	24.80	25.70	26.63	27.60	28.57	29.57	30.60	31.67	32.78	33.93	35.12
137	25.42	26.34	27.30	28.29	29.28	30.31	31.37	32.46	33.60	34.78	35.99
138	26.06	27.00	27.98	29.00	30.01	31.06	32.15	33.28	34.44	35.65	36.89
139	26.71	27.68	28.68	29.72	30.76	31.84	32.95	34.11	35.30	36.54	37.82
140	27.38	28.37	29.40	30.47	31.53	32.64	33.78	34.96	36.18	37.45	38.76
Grade	X	Y	Z	1	2	3	4	5	6	7	8

**Note: All calculations are based on Grade 101, Step 1**

**SALARY TABLE**  
**July 1, 2023-June 30, 2024**

Table COLA Increase of 2.00%

Grade	X	Y	Z	1	2	3	4	5	6	7	8
101	10.65	11.04	11.44	11.86	12.28	12.70	13.15	13.61	14.09	14.58	15.09
102	10.92	11.32	11.73	12.16	12.58	13.02	13.48	13.95	14.44	14.94	15.47
103	11.19	11.60	12.02	12.46	12.90	13.35	13.82	14.30	14.80	15.32	15.85
104	11.47	11.89	12.32	12.77	13.22	13.68	14.16	14.66	15.17	15.70	16.25
105	11.76	12.19	12.63	13.09	13.55	14.02	14.51	15.02	15.55	16.09	16.66
106	12.06	12.50	12.95	13.42	13.89	14.37	14.88	15.40	15.94	16.49	17.07
107	12.36	12.81	13.27	13.75	14.24	14.73	15.25	15.78	16.34	16.91	17.50
108	12.66	13.12	13.60	14.10	14.59	15.10	15.63	16.18	16.74	17.33	17.94
109	12.98	13.45	13.94	14.45	14.96	15.48	16.02	16.58	17.16	17.76	18.38
110	13.31	13.79	14.29	14.81	15.33	15.87	16.42	17.00	17.59	18.21	18.84
111	13.65	14.14	14.65	15.18	15.71	16.26	16.83	17.42	18.03	18.66	19.32
112	13.98	14.49	15.02	15.56	16.11	16.67	17.25	17.86	18.48	19.13	19.80
113	14.33	14.85	15.39	15.95	16.51	17.09	17.68	18.30	18.94	19.61	20.29
114	14.70	15.23	15.78	16.35	16.92	17.51	18.13	18.76	19.42	20.10	20.80
115	15.05	15.60	16.17	16.76	17.34	17.95	18.58	19.23	19.90	20.60	21.32
116	15.44	16.00	16.58	17.18	17.78	18.40	19.04	19.71	20.40	21.11	21.85
117	15.83	16.40	16.99	17.61	18.22	18.86	19.52	20.20	20.91	21.64	22.40
118	16.21	16.80	17.41	18.05	18.68	19.33	20.01	20.71	21.43	22.18	22.96
119	16.63	17.23	17.85	18.50	19.14	19.82	20.51	21.23	21.97	22.74	23.53
120	17.04	17.66	18.30	18.96	19.62	20.31	21.02	21.76	22.52	23.31	24.12
121	17.46	18.09	18.75	19.43	20.11	20.82	21.55	22.30	23.08	23.89	24.73
122	17.90	18.55	19.22	19.92	20.62	21.34	22.09	22.86	23.66	24.49	25.34
123	18.34	19.01	19.70	20.42	21.13	21.87	22.64	23.43	24.25	25.10	25.98
124	18.81	19.49	20.20	20.93	21.66	22.42	23.20	24.02	24.86	25.73	26.63
125	19.28	19.98	20.70	21.45	22.20	22.98	23.78	24.62	25.48	26.37	27.29
126	19.76	20.48	21.22	21.99	22.76	23.55	24.38	25.23	26.11	27.03	27.97
127	20.26	20.99	21.75	22.54	23.33	24.14	24.99	25.86	26.77	27.70	28.67
128	20.76	21.51	22.29	23.10	23.91	24.75	25.61	26.51	27.44	28.40	29.39
129	21.28	22.05	22.85	23.68	24.51	25.36	26.25	27.17	28.12	29.11	30.13
130	21.81	22.60	23.42	24.27	25.12	26.00	26.91	27.85	28.83	29.83	30.88
131	22.36	23.17	24.01	24.88	25.75	26.65	27.58	28.55	29.55	30.58	31.65
132	22.92	23.75	24.61	25.50	26.39	27.32	28.27	29.26	30.28	31.34	32.44
133	23.49	24.34	25.22	26.14	27.05	28.00	28.98	29.99	31.04	32.13	33.25
134	24.08	24.95	25.85	26.79	27.73	28.70	29.70	30.74	31.82	32.93	34.08
135	24.68	25.57	26.50	27.46	28.42	29.42	30.45	31.51	32.61	33.76	34.94
136	25.29	26.21	27.16	28.15	29.13	30.15	31.21	32.30	33.43	34.60	35.81
137	25.93	26.87	27.84	28.85	29.86	30.90	31.99	33.11	34.26	35.46	36.71
138	26.58	27.54	28.54	29.57	30.61	31.68	32.79	33.93	35.12	36.35	37.62
139	27.24	28.23	29.25	30.31	31.37	32.47	33.61	34.78	36.00	37.26	38.56
140	27.92	28.93	29.98	31.07	32.16	33.28	34.45	35.65	36.90	38.19	39.53
Grade	X	Y	Z	1	2	3	4	5	6	7	8

**Note: All calculations are based on Grade 101, Step 1**