

AGREEMENT  
BETWEEN  
STOREY COUNTY, NEVADA  
AND  
COMSTOCK CHAPTER, AFSCME LOCAL 4041  
JULY 1, 2022 – JUNE 30, 2025

## PREAMBLE

This Agreement is made and entered into this 1st day of July, 2022, at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Board of Commissioners in the County of Storey, Nevada, a County Government, hereinafter referred to as the Employer, and the Storey County Employee's Association AFSCME Local Union Comstock Chapter, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to provide proper standards of wages, hours and other conditions of employment.

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**ARTICLE 1. RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees in the job classifications listed in Appendix A attached hereto. The union is divided into the following two bargaining units for the purposes of this agreement.

1. Bargaining Unit A (Non-Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40 hr. week) and regular part-time (average 20+ hrs./week) non-supervisory county employees listed as such in Appendix A of this agreement.
2. Bargaining Unit B (Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40-hr. week) and regular part-time (average 20+ hrs./week) supervisory county employees listed in Appendix A of this agreement.

The Employer agrees not to recognize or bargain with any other organization purporting to represent the members of the bargaining unit for as long as the Union remains eligible for recognition as an Employee organization.

**ARTICLE 2. SUPERVISOR EXCLUSION**

This Agreement complies with NRS 288 by separating supervisory and non-supervisory employees into separate units pursuant to Article 1.

**ARTICLE 3. DEFINITIONS**

As used herein, unless the context otherwise requires, the words and terms listed below shall have the meanings ascribed to them in this section. All positions shall be filled according to this agreement and County policy.

1. “Anniversary Date” means the date on which the employee starts work as indicated in writing in an offer of employment, is reclassified or promoted to a new job classification, or a less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills maybe best utilized to their own or the organization’s benefit, or where they are better able to perform the job in accordance with required standards, is not an Anniversary Date.
2. “Confidential Employee” means an employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the Personnel Director with concurrence of the County Manager. In addition, it includes any employee occupying the County Manager’s Office and Human Resources. Confidential employees are not covered by this Agreement.
3. “Department Head” means an appointed or elected official directly responsible to the County Manager and his/her designee, or the electorate for the overall administration of a department.
4. “Supervisor” means an employee who is responsible for directing the work of other employees. The immediate supervisor is the person to whom the employee directly reports and from which is provided direction regarding work.
5. “Regular Full-Time Employee” means an employee who has been retained in a regular position after completion of the probationary period, and whose regular workweek consists of at least 40 hours and whose work year includes at least 2,080 hours in a 12 month period. This definition shall be construed throughout the contract to mean that a full-time workweek consists of at least 40 hours.
6. “Regular Part-Time Employee” means an employee in a position which is considered half-time or more (i.e., 1040 - 2079 hours in a fiscal year period) according to the full-time work schedule of the employer. Employees who work 1,039 hours or less in a year are “Casual Employees” and are not subject to this agreement.
7. New Hired and Promoted Employee Evaluation Periods

“Probationary Employee” means an employee who is undergoing a working evaluation period during which s/he is required to demonstrate his/her ability to carry out the duties of the position to which hired.

- a. The new hire probation period pursuant to this agreement is 12 months
- b. Newly hired probationary employees are eligible to join the union upon hire, they will remain employed “at-will” and are excluded from the coverage of this agreement for the duration of their new hire probationary period. They may be laid-off or discharged from employment during this period for any reason with or without cause. After successfully completing the new hire probationary period, the employee shall be deemed to be a regular employee and subject to this agreement, and shall acquire seniority from his/her first date of hire.
- c. A probationary employee who transfers laterally within the same classification (e.g., Admin. II in one department to Admin. II in another department) must serve the remainder of the new-hire probationary period assigned to him/her upon hire.
- d. A regular employee who is promoted to a position in a higher classification shall

serve a “trial period” of 12 months in the new position. A probationary employee who is promoted to a position in a higher classification shall serve a “trial period” of 12 months in the new position and must concurrently complete the remainder of his/her new hire probation period. During the “trial period”, the regular employee is not considered probationary; however, regular employees and probationary employees completing the remainder of their probation period must demonstrate satisfactory ability to carry out the duties of the position to which promoted. Unless the promoted employee is dismissed from employment for cause, the employee who failed the “trial period” in the new position will be restored to his/her previous classification or an equivalent classification if the previously held position is unavailable.

- e. An employee who is demoted to a lower classification is not required to serve a “trial period” for that position.
  - f. An employee who changes from working regular part-time to regular full-time within the same classification shall have his/her new hire probationary period adjusted to credit actual hours worked over the past 12 months with Storey County in said classification, up to a maximum of 1,040 hours (6 months), toward completion of the new hire probation period.
8. Temporary, Intermittent, Casual, and Seasonal positions are excluded from the coverage of this Agreement.
  9. “Base Rate of Pay” means the amount of pay the employee is designated to receive within the pay range for the employee’s classification, excluding any additional types of pay, as demonstrated in Appendix A.
  10. “Regular Rate of Pay” means the employee’s base rate of pay plus other additional pay for which the employee’s specific assignment may entitle him/her.
  11. “Regularly Scheduled Shift” means the shift created by the department that is the same schedule for at least 30 days.
  12. “Recall” means the procedure under the provisions of Article 40 of this agreement for the return of employees who have been laid-off from employment.
  13. “Reinstatement” means restoring of a permanent employee to his/her previous position under the provisions of Article 40 of this agreement.
  14. “Work Week” means 7 consecutive periods of 24 hours which may begin on any day and at any hour of the day. “Working Week” shall have the same meaning.
  15. “Work Day” means a period of 24 consecutive hours which begins when the employee begins work. “Working Day” shall have the same meaning.

#### **ARTICLE 4. ELIGIBILITY FOR BENEFITS**

The rights and benefits provided herein shall be accorded to all Regular Full-Time Employees and Regular Part-Time Employees. Regular Part-Time Employees shall receive prorated Annual Leave, Sick Leave and Merit salary increase benefits according to the number of hours worked. The term of any probationary period shall be credited for the purposes of determining Annual Leave, Sick Leave, Merit salary increases, promotional rights, and insurance eligibility.

## **ARTICLE 5. RIGHT TO ORGANIZE**

Employees shall have the right to form, organize, join and administer an Employee organization and to designate their representatives for purposes of collective bargaining, The Employer shall not restrain, coerce, discriminate against or otherwise interfere with an Employee in the exercise of these rights.

## **ARTICLE 6. INFORMATION REQUEST**

The Union may request, in writing, reasonable information concerning any subject matter included in the scope of mandatory bargaining necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. Within 5 business days, the Employer will provide the union available documents applicable to its request or a written statement explaining why the records are unavailable or when they will be available and provided to the union.

## **ARTICLE 7. UNION BUSINESS**

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on County property, provided that this shall not disrupt normal work. Union business may only be conducted during non-work time, such as before work and after work, during breaks and/or lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communications concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. County email may be used internally to conduct Union business, but shall be limited to all parties to this Agreement and subject to established County policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

## **ARTICLE 8. UNION USE OF BUILDINGS**

The Union may use the County's buildings, excluding District Court, for meetings if such use does not interfere with the County's operations. The permission of the County Manager or his/her designee must be obtained before any meeting, but such permission may not be unreasonably withheld. Subject to scheduling conflicts, the Employer agrees to allow the Union to use Employer buildings, excluding District Court, for Union meetings.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of County buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of County buildings for Union meetings.

## **ARTICLE 9. NOTIFICATION TO THE UNION OF NEW EMPLOYEES & CHANGES TO COUNTY CODES/ADMINISTRATIVE POLICIES**

1. The Employer shall notify the Union of the name, classification and starting grade and step for each new Employee within thirty (30) days of the new Employee's starting date.
2. The Employer shall provide each new Employee an Orientation pursuant to Storey County Administrative Policies and Procedures.
  - a. Employees in a position eligible for AFSCME rights and benefits shall be provided the name and email contact information for the current Comstock Chapter President or other designated representative, as well as access to the Storey website or a designated location(s) where the current Agreement can be viewed in its entirety.
3. The Employer shall provide to the current Comstock Chapter President or other designated representative a copy of all new and amended County Codes and County Administrative Policies, as well as written notice of all repealed County Codes and County Administrative Policies, within thirty (30) days of approval thereof.

## **ARTICLE 10. ESTABLISHMENT OF NEW CLASSIFICATION**

In the event the employer creates a new job classification that will be placed in the bargaining unit or amends the job requirements of an existing job classification within the bargaining unit, the employer shall notify the union as to its intended action. Where the proposed change(s) impact matters within the scope of mandatory bargaining as specified in NRS 288 and this agreement, upon written request from the union, the employer will enter into negotiations to the extent required by law or this agreement.

## **ARTICLE 11. RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEES**

Release time for negotiations, grievances, and union business will comply with NRS 288.

## **ARTICLE 12. EXCLUSIVE RIGHTS OF THE UNION**

The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the Employees in the bargaining unit.

## **ARTICLE 13. PAYROLL DEDUCTIONS**

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually authorize in writing that such deductions be made. The election of payment of dues by payroll deduction cannot be changed or revoked by the Employee without written permission from the Treasurer of the Union, except as provided in subsection 2 of this Article. The Employer will not honor any blanket request by the Union for payroll deductions.

2. The written authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement and shall clearly state the following terms and conditions under which it may be revoked:
  - a. The individual Employees may revoke a request that dues be deducted by submitting written notice to the Union and Payroll Processing. The revocation is effective on a date determined by Payroll Processing, but not later than thirty (30) days after the date upon which Payroll Processing receives written notice from the Employee.
  - b. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by check via U.S. Mail as soon as reasonably possible after the end of each biweekly pay period. The Employer will provide a list either by hard copy or disc of the names of the individual Employees for whom dues are remitted.
  - c. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. All other legal and required deductions have priority over Union dues.
  - d. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, and all other forms of liability which might arise out of or by reason of any action taken or not taken by the Employer pursuant to the provisions of this Article.
3. Monthly Dues for the AFSCME Local 4041 are as follows:
  - a. Probationary employees dues shall be .5% of base pay each pay period.
  - b. Regular full-time employees shall be 1% of base pay for each pay period.

#### **ARTICLE 14. MANAGEMENT RIGHTS**

1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Employer without negotiation include the following:
  - a. The right to hire, direct, assign, or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.
  - b. The right to reduce in force or lay-off any Employee because of lack of work or lack of money, subject to NRS 288.
  - c. The right to determine:
    1. Appropriate staffing levels and work performance standards, except for safety considerations;



2. The content of the workday, including without limitation workload factors, except for safety considerations;
  3. The quality and quantity of services to be offered to the public; and
  4. The means and methods of offering those services.
- d. The right to require each employee to demonstrate positive attitude and progressive action through the display of professionalism, courtesy, tact, punctuality, attendance, and discretion in all interactions with coworkers, supervisors, and the public; use common sense and discretion; remain safe, socially moral, lawful, affective, adaptive, and efficient while performing the duties of his/her job.
- e. Safety of the public.
2. Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Those actions may include the suspension of this Agreement for the duration of the emergency. Any actions taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.
  3. The Employer shall have the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, taxpayers, and Employees.
  4. The Employer may discuss but is not required to negotiate subject matters enumerated in subsection (1) of this Article which are outside the scope of mandatory bargaining.
  5. The retention of these rights does not preclude any Employee from filing a grievance or seeking a review of the exercise of these rights.

## **ARTICLE 15. AUTOMATIC PAYROLL DEPOSIT PROGRAM**

The Employer agrees to provide an automatic payroll check deposit program. All bargaining unit Employees shall have direct deposit with an approved financial institution. The Union holds the Employer harmless if the bargaining unit Employee is not in compliance with the direct deposit program as outlined by the Employer pursuant to this Agreement.

## **ARTICLE 16. NON-DISCRIMINATION**

Employer agrees to comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; the Equal Employment Opportunity Act of 1972; the Immigration Reform and Control Act of 1986; the Americans with Disabilities Act of 1990, as amended; the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613); the right of an Employee to join or refrain from joining an Employee organization (NRS 288); and any other applicable federal, state, and local statutory provisions.

## **ARTICLE 17: JOB CLASSIFICATIONS and PAY PRACTICES**

## 1. Pay Practices

The job classes and corresponding rates of pay shown in Appendix A have been established by adoption of this Agreement.

The rate of pay for each class that is a non-exempt position under the Federal Fair Labor Standards Act (FLSA) shall be a biweekly rate of pay which is a step in the range assigned to the job classification. Any change in the job classification or rates of pay for job classification shall be subject to negotiations.

When payment is to be made for a period of less than a two week time period, the bi-weekly rate of pay shall be converted to an hourly rate and the amount of compensation due to the Employee shall be computed based on the number of hours worked using the hourly rate. The hourly rate for Regular Full-Time Employees is based on a forty (40) hour workweek. Regular Part-Time Employees will be paid the same hourly rate of pay established for the same job classification established for Regular Full-Time Employees on a prorated basis based on actual hour worked. The results shall be rounded up to the nearest penny.

Pay periods for Employees are paid on a bi-weekly basis. The standard established workweek for Employees begins at 12:01 a.m. on Monday and ends at 12:00 midnight on the following Sunday. Alternate pay periods may be established by mutual agreement of the Employee and the department head, and with the approval of the Personnel Director and notification to the Payroll office.

Payday is on Friday of every other week. If payday falls on a holiday, Employees are paid on the preceding workday. In the event that the Employee detects an error, the Employee will notify the Supervisor and supply proper backup supporting his/her claim. The Supervisor will then advise the Payroll office and the Employee will receive the adjusted amount on the next paycheck.

## 2. Time Reporting

Recording of hours worked and/or Leave time taken by Employees is necessary to provide an accurate basis for preparing paychecks, to ensure compliance with the federal and state laws, and to maintain an effective and efficient cost accounting system. All Employees are responsible for accurately completing their own daily time sheets. All Employees will record all hours worked and all hours off on Leave; Sick, Vacation, or other Leave approved. The Employee and the Employee's Supervisor or his/her designee must sign the time sheet before being submitted to the Payroll office. Supervisors shall not alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes that the employee has completed his/her timesheet in error, the supervisor shall discuss the matter with the employee and may make explanatory notations on the timesheet.

## 3. Incentive Pay

Incentive pay is provided for specified extra duties performed by employees. Incentive pay is subject to approval of the department head and the HR Director, and it may be denied or revoked anytime, with documentation, when the department head finds that the employee is not fulfilling the duties and functions applicable to the incentive pay roles.

- a. **Bilingual Pay.** Upon recommendation of the department head and approval by the HR Director, employees are eligible to receive bilingual pay in the amount of 2.5 percent of their base pay provided that the following criteria in this subsection are met. The employee may make the request directly to the HR Director if s/he demonstrates valid evidence that such request was made to the department head. The decision to provide bilingual pay is subject to approval of the HR Director, including with recommendation by the department head.
  - i. The employee's assigned duties must require them to communicate in a second language at least approximately 15 percent of their work time; and
  - ii. As a prerequisite to receiving bilingual pay, the employees must demonstrate written and verbal fluency in the second language. If there is uncertainty as to whether the employee is fluent in the second language, the employer may, at the discretion of the Personnel Director, require an employee to demonstrate fluency in the second language by successfully passing a qualified bilingual proficiency exam. The examination chosen will be as mutually agreed by the employer and union.
- b. **TAC Differential.** A union eligible employee who is assigned as the Terminal Agency Coordinator (TAC) will receive 2.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the TAC. No more than one employee in any department may receive TAC differential at any given time. In the event the TAC position is not assigned to a union eligible employee, and ATAC (Assistant Terminal Agency Coordinator) positions are assigned, up to two (2) union eligible employees will receive 1.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the ATAC.
- c. **Field Training Officer (FTO) Pay.** An employees in the Communications Series, and no other employees, who is designated by his/her supervisor to perform the duties of a field training officer (FTO) shall receive an additional 5 percent base pay for all hours actually spent functioning as an FTO. The employee is determined to be functioning as an FTO when s/he is assigned to and actively engaged in training another employee to perform specific duties applicable to the job and is recording the progress of that trainee for reporting to the department head (e.g., completion of a "Daily Observation Report [DOR]" for the Communications series). Subject to approval of the Personnel Director, the department head shall have the discretion to make the FTO assignment and to remove someone from such assignment.
- d. **Commercial Driver License (CDL) Public Works.** Public Works employees in the buildings and grounds and water and sewer classifications who possess and maintain a Commercial Driver License, and who regularly upon call-to-duty drive commercial vehicles for the Public Works Department (including snow plows and other CDL-related equipment) shall receive additional 5 percent base pay for all regular hours worked in the workweek.

- e. **Commercial Driver License (CDL) VCTC.** Virginia City Tourism Commission (VCTC) employees who possess and maintain a Commercial Driver License “B” Endorsement (passenger vehicles), and who regularly upon call-to-duty drive commercial passenger vehicles for the VCTC shall receive additional 5 percent base pay for all regular hours worked in the workweek.
- f. **Water and Sewer Treatment Certification.** Public Works employees in the buildings and grounds and service classifications who possess and maintain a Treatment I certification, and in the roads classification who possess and maintain a Treatment II certification for water/sewer treatment, and who regularly respond to duty including after regular hours (e.g., engage in on-call weekend rotation water and sewer plant duties) shall receive additional 5 percent base pay for all regular hours worked in the workweek.

## **ARTICLE 18. ACTING PAY**

Employees may be required to temporarily assume the majority of the duties of a higher level class. This is a short-term remedy when temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position, such as during extended absence, or when there is a vacant position in a higher class requiring the temporary assignment of duties prior to filling the position. The employee will be provided acting pay when the duration of the assignment is 3 consecutive work days or longer, whether the consecutive days worked is regularly scheduled, not regularly scheduled, or includes overtime worked.

The amount of acting pay is 5 percent of the acting employee’s base rate of pay, and the acting pay applies to the entire duration of the assignment including the initial 3-day period above. Acting pay will be paid retroactively to the first day of the assignment, provided that the conditions listed in this article are met.

The employee may not be assigned to the higher level class duties for more than 6 consecutive months unless specifically approved by the Personnel Director and/or Administrative Officer, who may extend the assignment for not more than an additional 6 months.

The foregoing is subject to approval of the Personnel Director with concurrence by the County Manager.

## **ARTICLE 19. MERIT INCREASE**

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay. There are 10 steps in the salary range for each job classification. Performance review procedures are pursuant to Performance Review Policy for Storey County Peer- and self-evaluations shall not be considered in evaluating an Employee’s performance for purposes of this Article. All merit increases are subject to the final approval of the Personnel Director.

1. Upon each successive employee anniversary date, on the recommendation of the appointing authority, annual merit increases shall be granted to the employee in

recognition of receiving the following overall performance ratings of duties assigned to his/her position:

- a. An overall Below Expectation performance rating shall not be granted a step advancement;
  - b. A three and one-half percent 3.5 percent one-step pay increase in recognition of an overall Meets or Exceeds Expectations performance rating for a maximum of 10 merit steps.
2. Merit increases not granted: If a merit increase is not granted at time of eligibility, the supervisor shall inform the employee in writing and state the reason(s) upon which the decision was based, and provided a prescribed remedy in-writing to improve the employee's performance. If within 6 months the employee has corrected the deficiency as evidenced by a formal employee evaluation form, the merit salary increase will be granted and paid from that date. The employee's anniversary date will not change. At the employee's request, at least 2 meetings involving the employee, department head, personnel director, and a representative of the employee's choosing will be held prior to the expiration of the 6-month period. The intervals will be as agreed in-writing by the employee and the personnel director.
  3. If an employee has not been evaluated within 30 days following his/her anniversary date, a merit increase will be granted retroactive to the anniversary date.
  4. Parties to this agreement shall re-open this Article during the course of this agreement to negotiate incorporating language to adjust the performance evaluation and merit increase processes explained herein.

## **ARTICLE 20. RECLASSIFICATION**

Reclassification means the allocation of a position to a different class which results from changes and duties of the position, but not necessarily the position's incumbent employee. The reclassification may be to a newly created class or an existing class in the classification plan. The following apply to reclassifications.

1. When a department head believes that the duties of an existing position have changed to the extent they no longer fit within its assigned class or no longer conform to changes of the organization (or department), the duties of the position will be reviewed and, if appropriate, the position may be reclassified to the appropriate class.

Reclassification of a position shall not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary or wages in the absence of a significant change in assigned duties and responsibilities.

2. An employee may submit a written request to the department head requesting a reclassification study of a position if s/he believes that the position's specifications, duties, and responsibilities have changed, both in number and variety, as to cause a significant and permanent workload increase. The department head shall submit the request to the Personnel Director for review. In the event that the department head fails or

refuses to submit the employee's request to the Personnel Director within 30 days of receipt, the employee may submit the written request directly to the Personnel Director.

3. The Personnel Director will determine if the position requested to be studied will be reclassified to a new class.
4. A change in a position's class does not constitute the sole basis for determining whether the employee in the reclassified position will also be assigned to the new position.
  - a. The decision to reclassify a position shall be made by the Personnel Director with the concurrence of the County Manager.
  - b. The decision to place the current employee in the new class of the position shall be based upon the qualifications and job performance of the employee.

The employee will be assigned to the class whenever a position is reallocated to a higher class and the employee has satisfied the following requirements:

- i. Completes the trial period for the position as previously allocated;
  - ii. Demonstrates acceptable or better job performance; and
  - iii. Possesses the knowledge, skills, and abilities required for the higher class.
- c. Whenever a position is reclassified to a lower level class, the employee will be placed in the lower level class effective the first day of the pay period which follows the approval of the reclassification.
- d. Responsibility pay shall be paid back to the date on which the formal request for reclassification was received by the Personnel Director, unless the request specifies a different date for it to become effective.

## **ARTICLE 21. COST OF LIVING ADJUSTMENT**

Each union eligible employee shall receive a Cost-of-Living Adjustment (COLA) increase equal to:

- 3% for the first year of this contract, 2022-23;
- 2% for the second year of this contract, 2023-24; and
- 2% for the third year of this contract, 2024-25.

These increases will be effective on the first day of the first full pay period in July.

If there is a PERS increase during the term of this contract said increase will be shared equally between union eligible employees in accordance with NRS 286.421 (3) (a) (1). The union eligible employee's portion will be covered by reducing agreed upon COLA increase by 50% of the PERS increase.

## **ARTICLE 22. HOURS OF WORK**

### **A. Regularly Scheduled Shift**

1. As defined in Article 3 Definitions, a work week means 7 consecutive periods of 24 hours which may be on any day and at any hour of the day.

Employees are expected to be available and ready for work at the beginning of their assigned shifts and at the end of their scheduled rest and meal periods. Preparation for rest and meal periods as well as the end of the workday is work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

Except as may be otherwise provided, an employee who occupies a regular full-time position shall normally work 40 hours exclusive of meal breaks in each week. Nothing contained herein shall be construed as limiting or preventing the county from establishing other work shifts as need arises. Workweeks are as follows:

- a. Employees working a 5-day, 40-hour week (designated 5/40) shall work 8 hours per shift for 5 shifts within the workweek, and shall receive 2 consecutive 24-hour periods off.
  - b. The department head may authorize employees to work 4-day, 40-hour weeks (designated 4/40). Employees working 4-day, 40-hour weeks (designated 4/40) shall work 10 hours per shift for 4 shifts within the workweek, and shall receive 3, 24-hour periods off, of which 2, 24-hour periods must be consecutive.
  - c. The department head may schedule employees an alternative work schedule and workweek when appropriate and in accordance with NRS 281. If the department head chooses to schedule employees to an alternative work schedule, the affected employees must sign an alternative work schedule agreement. Each regular part-time employee is assigned a regular schedule by the department head. All schedules are subject to the approval of the Personnel Director.
2. Any changes to an Employee's permanent regularly scheduled workweek shall require a 30 day written notice to the Employee, with the exception of a drastic change in workload or if the change in schedule is mutually agreed upon by both the Employee and the department head.
  3. Subject to the provisions of NRS 288.150, nothing herein shall be construed to limit the authority of the county to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.

## **B. Shift Differential Pay**

Employees who work swing shift and/or graveyard shift earn shift differential pay as set forth in this section.

1. Swing shift begins at 6:00 p.m. and ends at 11:59 p.m.
2. Graveyard shift begins at 12:00 a.m. and ends at 5:59 a.m.
3. Shift differential pay is calculated from the employee's base rate of pay.
4. Overtime worked within the shift differential period counts as time worked for determining eligibility for shift differential pay.
5. Non-Communications series employees receive shift differential pay for all regularly

scheduled hours worked when 50 percent or more of those hours fall on swing shift or graveyard shift.

6. Communications series employees receive shift differential pay as follows:
  - a. Swing Shift – 3 percent shift differential pay for all hours worked on swing shift;
  - b. Graveyard Shift – 5 percent shift differential pay for all hours worked on the employee’s entire shift, not just those on graveyard, when 50 percent or more of those hours fall on this shift;
  - c. Hours in the (a) and (b) categories above need not be regularly scheduled hours.

No shift differential pay is provided during times the employee is absent from work while taking sick or annual leave, holiday (not worked) leave, or other leave with pay or without pay, even though the employee during those times may be assigned to a shift that qualifies for the differential. No shift differential will be paid for standby hours.

## **B. Rest and Meal Periods**

Regular employees, except Communications series employees, shall receive one 15 minute paid rest period near the midpoint of each half of the workday. No employee shall work more than 4 consecutive hours without either a rest period or a meal period. Communications series and Virginia City Tourism Commission employees shall be provided short breaks as needed, such as restroom breaks, up to 15 cumulative minutes throughout the first half of the shift (or 6 hours) and 15 cumulative minutes throughout the second half of the shift (or 6 hours); however, the employees shall at all times be responsible to ensure zero disruption/gap to dispatch service, including when s/he is the only person on-shift. Rest periods may not be delayed to the end of the workday to enable an employee to leave work early.

Employees, except Communications series employees, who work more than 4 consecutive hours, including a rest period, shall be given a minimum of 30 minute meal period before beginning the sixth hour of work. Employees, except Communications series employees, working an alternate work schedule will take a minimum 30 minute meal period near the midpoint of the workday and a 10 minute rest period per each 3 ½ hours of work. The meal period for employees in the Public Works Department shall be 30 minutes near the midpoint of the workday. Meal periods will be uninterrupted and unpaid, during which no work is performed.

Meal periods, but not break periods, may be waived if an employee signs a waiver with the department head’s approval waiving his/her meal period. Meal period waivers shall apply to each individual employee who signs the waiver. Each employee may individually choose not to sign a meal period waiver, and thus be allowed to take his/her meal period in accordance with this Article. The department head may deny any and all meal period waiver requests. The department head may adjust the employee’s schedule to accommodate the meal period waiver, or may be subject to overtime pay requirements.

Work shall be scheduled in a manner which allows employees, except Communications series employees, rest periods and meal periods. The department head, in a manner which allows maximum public access to county services, shall schedule rest and meal periods. Provided employees receive the rest periods and lunch periods to which they are entitled, schedules and lengths of rest and meal periods may be adjusted from time to time to meet the needs of



individual employees and to respond to changes in department workload. All schedules are subject to the approval of the Personnel Director.

Employees working in the Communication series and who have signed a waiver of lunch breaks are excluded from this Article as it pertains to meal periods unless stated otherwise.

### **ARTICLE 23. OVERTIME COMPENSATION**

Employees shall earn overtime compensation for hours worked in excess of 8 hours in 1 day unless they have a regularly scheduled workweek of 4, 10-hour days, or a variation between 5, 8-hour days (5/8s) and 4, 10-hour days (4/10s). However, if employees sign and are approved by the Personnel Director for a variable workweek as allowed by NRS 281.100, employees will earn overtime compensation only for hours worked in excess of 40 in the workweek (see also Article 22 Hours of Work). If a variable workweek agreement has not been signed by the employees and approved by the Personnel Director, daily overtime compensation will be paid.

If an employee receives a duty related telephone call during non-duty hours from a supervisor, or at the request of a supervisor, at the start of the 6<sup>th</sup> minute, the employee shall receive a minimum of 15 minutes of paid work time. If the time worked extends beyond 15 minutes, the paid work time shall be rounded to the nearest 15-minute increment. This provision is intended to apply to a situation where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as requests to work overtime, or directives given to the employee to report to work, or other reporting instructions.

Overtime will be earned in increments of one-quarter (1/4) hours of time worked. Overtime shall be paid for hours worked, except as provided by under call back pay.

All overtime hours must be authorized in advance by the department head. Overtime will be compensated at the rate of time and one-half of the employee's regular rate of pay. The regular rate of pay includes all monetary payments made to the employee, including shift differential, hazardous duty, incentive, and longevity pay.

Annual leave, sick leave, and worked/unworked holidays in Articles 26 Vacation/Annual Leave and 33 Holiday Pay, respectively, are included as time worked.

#### **Compensatory Time for Scheduled Overtime:**

Regular scheduled overtime is not eligible to be converted to compensatory time ("comp-time"). An example of regular scheduled overtime is a regularly scheduled 84-hour work period (14 days) resulting in 4 hours of overtime for the work period (14 days). Overtime earned as shift coverage is eligible to be converted to compensatory time.

#### **Non-Communications Series Employees:**

Overtime work shall be offered to eligible and qualified employees in the classification involved, in order of their seniority. If an employee declines the offer of overtime work, such overtime work shall be offered to the next employee in the classification involved, in descending order of seniority. Such rotation shall be on a continuous basis; that is, the employee next in line of seniority to the employee who was offered the immediately preceding period of overtime work shall be first offered the current overtime work.

#### **Communications Series Employees:**

For the purposes of overtime to fill vacancies and/or prescheduled leave, an overtime list

will be posted in each department monthly. The list will include all eligible and qualified bargaining unit members who desire to work overtime during staffing absences and all shifts available for coverage. A rotation procedure will be incorporated into the list. The initial list will be established beginning with the eligible and qualified employee having the most full-time continuous service with the employer with other eligible and qualified employees listed in descending order based on seniority. The employer reserves the right to mandate an employee to work overtime when no other eligible and qualified employee is available on the rotation eligibility list. This does not include immediate need for shift coverage.

### **Compensatory Time**

Alternatively, overtime may be compensated at the rate of 1.5 hours of compensatory-time-off (“comp-time”) for each hour of overtime worked. Employees may not accrue more than 120 hours of comp-time in a year, which will run from December 1, through November 30. Comp-time balance shall be paid-out at the rate it was earned as a check payment on the first full payroll period in December of each year. The employee must give at least 14 days of notice to the department head before taking comp-time off work. Time taken off from work is subject to approval of the department head.

## **ARTICLE 24. CALL BACK**

When required, the department head may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to any designated work site for duty after the employee has completed his/her shift, departed from the work site, and is off duty for a period of time, and then is required to return to the work site with less than 12 hours of notice, except for any employee who is called into work while on standby status.

Any employee who is required to return to work by the department head in accordance with NRS 281 shall receive a minimum of 2 hours pay at overtime regular rate of pay. Time worked in addition to the initial 2 hours shall be compensated at overtime regular rate of pay for all time actually worked. Call back pay shall only be paid for hours worked outside of the employee’s regularly scheduled shift. An employee’s regularly scheduled shift shall not be changed to accommodate a call back. Call back will be reported to PERS in accordance with the Official Policies of PERS.

## **ARTICLE 25. STANDBY**

Due to staff limitations, it may be necessary for the department head to issue written assignments to employees to be on standby, to handle overtime work which may arise during other than normal working hours. Standby is defined as time by which an employee is required, as demonstrated in-writing or corresponding documentation, to be prepared to accept notice to return to work via telephone, electronic device, or other means, and remain within 40 minutes of drive time to the work site.

Standby status for employees may only be approved by the department head of the Communications Department, Building Department, Planning Department, and Public Works Department. All other employee standby status requires prior approval of the County Manager or Personnel Director.

An Employee shall receive of \$4.25 for every hour s/he is in standby status or \$6.00 for every hour s/he is in standby status on a holiday.

When an employee commences performance of his/her regular duties after receiving notice to return to work, s/he ceases to be on standby status and qualifies for straight-time or overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to standby status for the remainder of the time s/he is directed to be available to work as described in the first paragraph of this Article.

An employee in standby status is required to abide by any and all applicable laws, statutes, ordinances, rules, regulations, policies, and procedures governing on-duty conduct.

## **ARTICLE 26. VACATION (ANNUAL LEAVE)**

### **1. Annual Leave Accrual**

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued annual leave time off after 6 months of employment. The eligible employees will be credited with an equivalent of 6 months of earned annual leave at the appropriate accrual rate at the end of 6 months of employment. Exceptions to this section are included in Article 40 Layoffs and Recall. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.
- b. Regular employees continually scheduled to work an average of 20 hours or more per week will accrue annual leave.
- c. Employees do not accrue annual leave for overtime hours worked.
- d. Regular part-time employees will accrue annual leave on a pro-rated basis.
- e. Accrual of annual leave for eligible employees is as follows:

<b>Years of Service</b>	<b>Hours Earned</b>	<b>Maximum Hours/Year</b>
Less than 5 years	0.0577 / hr.	120
5 years but less than 10 years.	0.0769 / hr.	160
10 years and more.	0.0865 / hr.	180

Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for every regularly scheduled hour worked on paid leave. Annual leave is not accrued for any other hours. Annual leave is accumulated to the employee on a biweekly basis coinciding with pay periods.

- f. Annual leave credits are accrued for each pay period the employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Annual leave is not accrued during leave of absence without pay.
- g. No employee may accrue more than 240 hours of annual leave in a calendar year.

## **1. Annual Leave Use and Payout**

- a. Annual leave hours taken are subject to staffing requirements. An employee will be paid at his/her regular hourly rate for each hour of annual leave time taken. Annual leave taken during a biweekly period is charged before annual leave earned during that pay period is credited.
- b. Holidays as defined by Article 33 Holiday Pay occurring within the annual leave period will not be counted against annual leave hours.
- c. Annual leave preferences will be granted in order of seniority. For purposes of this section, seniority is determined by Article 39 Seniority.

Employees shall request annual leave by providing a minimum of 14 calendar days of notice to the department head. An exception to this 14 day requirement may be granted by the department head after considering the circumstances that warrant such exception and the convenience and conventionality of the department.

- d. If an employee on or before October 15 requests annual leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for any annual leave accrued in excess of 240 hours that s/he requested to take and which s/he would otherwise forfeit as the result of the denial of his/her request. The payment for the employee's unused annual leave is capped at 60 hours per calendar year and must be made to him/her no later than January 31 of the following year. If at any time the denial of this requested annual leave is reversed and the employee is allowed to take the annual leave time off between October 15 and December 31, the employee shall not receive the payment for annual leave in excess of 240 hours described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.
- e. An employee becoming ill while on annual leave shall have leave taken while ill charged to sick leave upon request and upon presentation of proper documentation.

## **2. Annual Leave Compensation at and After Termination**

- a. Employees voluntarily separated from employment shall lose all rights for computing prior service upon re-employment by the employer.
- b. Upon termination from employment, other than for cause, the employee shall be compensated at their base hourly rate for the total number of annual leave hours accrued (up to 240 hours).

## **ARTICLE 27. SICK LEAVE & BEREAVEMENT LEAVE**

### **A. Accrual and Use of Sick Leave**

#### **1. Accrual of Sick Leave**

The employer expects each employee to be available for work on a regular and reliable basis. The employer will monitor attendance and leave use whether or not the employee has accumulated leave balances remaining in his/her sick leave account.

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees will accrue sick leave at the rate of 0.0577 hours per each regularly scheduled hour worked or on paid status. Sick leave is not accrued for any other hours.
- b. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued sick leave time off after 60 days of employment. The eligible employees will be credited with the equivalent of 60 days of earned sick leave at the appropriate accrued rate at the end of 60 days of employment. Exceptions to this section in Article 40 Layoffs and Recall after Layoff apply. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.
- c. Sick leave hours are earned and credited to the employee on a biweekly basis, coinciding with pay periods.
- d. Sick leave shall be charged on the basis of actual time used to the nearest one-quarter (1/4) hours.
- e. Unused sick leave will be credited to the employee's sick leave balance to a maximum accrual of 960 hours. Sick leave accrual will cease when the employee's total year-end (calendar year) balance reaches 960 hours, until the balance falls below 960 hours.
- f. Holidays occurring during sick leave periods shall be counted as holidays, not sick leave.

## **2. Use of Sick Leave**

Sick leave is for use in situations in which the employee must be absent from work due to:

- a. His/her own physical illness or injury;
- b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements;
- c. The need to care for an ill or injured dependent child, spouse or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support;
- d. Medical or dental appointments for the employee, dependent child, spouse, or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;
- e. Any disability;
- f. Death of the employee's spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependents; however, the automatic granting of sick leave for this situation shall be limited to five working days, which may be extended upon the recommendation of the department head and approval of the Personnel Director.

Employees who are absent from work due to sick leave shall be at their residence, a medical facility, their doctor's office, or shall notify the department head of their whereabouts when using sick leave.

No employee may be entitled to sick leave while absent from duty because of disability arising from an injury purposely caused by willful or gross negligent misconduct.

### **3. Abuse of sick leave**

Use of sick leave for purposes other than those listed in this Article is considered abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination. If the employer suspects abuse, it may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

### **4. Illness during Annual Leave**

If an employee on annual leave suffers an illness or injury which requires medical treatment from a licensed physician or health practitioner, s/he may elect to charge that time to his/her accumulated sick leave provided that the employee furnishes the employer with a certificate issued by the licensed physician or health practitioner providing treatment.

### **5. Placing an employee on Sick Leave**

An employer may place an employee on sick leave if s/he has an illness that appears to be contagious, or due to a known or suspected illness or injury the employee is not able to perform the essential functions of their position with or without reasonable accommodation.

### **6. Return to work**

An employee on sick leave shall notify the department head as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible.

- a. The Personnel Director may require a statement from a licensed physician or health practitioner certifying the employee's fitness to return to work (fit-for-duty) when an employee has been absent from work for three contiguous work days or longer.
- b. An employee requesting sick leave lasting longer than three contiguous work days may be required to provide the department head with acceptable evidence to substantiate the request.

### **7. Sick Leave alternative**

If an employee does not have adequate accrued sick leave time, the employee may be granted the use of annual leave or other accrued leave time for this purpose. In no case, however, may sick leave time be used or granted for use as annual leave or vacation time.

### **8. Donation of accrued Sick Leave**

Employees may donate their accrued sick leave to those employees that do not have adequate accrued sick leave as provided for in Article 28 Catastrophic Sick Leave.

### **9. Sick Leave at separation**

Upon termination of employment, other than for just cause, an employee who has accrued a minimum of 360 hours of sick leave shall be compensated for his/her total accrued sick leave hours at the rates shown in the following table up to a maximum amount of \$5,000.00.

<b>Years of service</b>	<b>Rate of Pay</b>
5 but less than 10	12.5 cents on the dollar
10 but less than 15	25 cents on the dollar
15 but less than 20	40 cents on the dollar
20 + years	60 cents on the dollar

## **B. Procedure**

### **1. Leave Approval**

An employee shall submit a request for leave to the department head as soon as the need is known. The department head shall determine whether to approve the use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

### **2. Notification**

Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than 15 minutes following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor daily, or at appropriate intervals agreed on by the supervisor, of his/her condition. The employer may deny sick leave requests which are not in compliance with this agreement.

### **3. Doctor's Certification**

The employer may require an employee to provide a physician's certification that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work (fit-for-duty). A physician's statement is required when specifically requested by the supervisor or department head and may be required when the employee has been on sick leave for three or more days in a 30 day period.

### **4. FMLA Leave**

FMLA leave is not considered sick leave. Refer to Policy 605 for all qualified leave under the Family and Medical Leave Act (FMLA).

### **5. Bereavement Leave**

Bereavement leave shall be granted to any regular full-time or regular part-time employee who must be absent from work upon the death of and/or to attend the funeral of a family member within the third degree of consanguinity or affinity, up to a maximum of 3 scheduled shifts of bereavement leave per each occurrence, and shall not be charged to the employee's accumulated sick leave or other accrued leave. Bereavement leave in excess of 3 scheduled shifts may be

charged to accumulated sick leave upon the recommendation of the department head and Personnel Director. The employee may use annual leave after accrued sick leave is exhausted.

## **ARTICLE 28. CATASTROPHIC SICK LEAVE**

### 1. Key Definitions

- a. “Catastrophe” means the employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or injury which is life threatening, which requires in-patient care at a medical facility, or which renders an employee bedridden at home in lengthy convalescence. The illness or injury cannot be a result of the employee’s gross criminal conduct.
- b. “Bedridden” means limiting an individual’s ambulatory state to home allowing attention to in-home personal care needs, attend physicians’ appointments, and receiving necessary medical treatment related to their catastrophic illness.
- c. “Life Threatening” means a condition which is diagnosed by a physician as creating a substantial risk of death.
- d. “Lengthy Convalescence” means a period of disability which the attending physician determines will exceed six (6) weeks.

### 2. Request for Catastrophic Leave

- a. Catastrophic Leave may not be used when the subject of the catastrophe is a member of the employee’s family. Catastrophic leave is limited to catastrophes which befall the employee.
- b. An employee may not receive any leave from the Catastrophic Leave account until s/he has used all his/her accrued annual, sick, and other paid leave.
- c. An employee who is himself/herself affected by a catastrophe as defined in subsection (1) may request in writing that a specified number of hours of catastrophic leave be granted.
- d. The request form will be made available at the Human Resources office and must be completed by the employee, except in cases where an employee is unable to do so.
- e. The maximum number of hours that may be granted to an employee shall be four hundred and eighty (480) hours per rolling calendar year. Any requests for an exception to this limit must be reviewed and approved by the County Manager, the Personnel Director, and the Union President if the employee is a represented member of the Union.
- f. An employee may not receive any hours from the catastrophic leave account until s/he has worked for the County for at least two (2) years and has made the



minimum annual contribution to the catastrophic leave account.

- g. An employee who receives donated hours is entitled to payment for the leave at a rate no greater than his/her own rate of pay.
  - h. A request for catastrophic leave, inclusive of exceptions to the aforementioned, must be approved by the personnel director and the union president if the employee is a represented member of the union.
3. The minimum annual contribution to the catastrophic leave account shall be eight (8) hours per rolling calendar year. An employee must have a combined balance of at least two hundred and forty (240) hours of sick and annual leave on the books to contribute to the account.
  4. Any hours of annual or sick leave that have been transferred from an employee's account to the catastrophic leave account may not be returned or restored to that employee. This section does not prevent the employee from receiving leave pursuant to section (2) of this Article.
  5. All employees of the county who are eligible to use sick leave, whether or not the positions they occupy are part of the Storey County Employee's Association, AFSCME, may use the leave from the catastrophic leave account and/or donate to this account, subject to the remaining requirements set forth in this Article, unless such employees are covered by another bargaining unit's collective bargaining agreement.
  6. Donated time will be converted to a dollar amount based upon the donating employee's current base hourly rate of pay. When an employee is granted use of catastrophic leave, employee's current base hourly rate of pay by the total number of hours granted.
  7. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used:
    - a. The personnel director or his/her designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists, based on appropriate medical documentation.
    - b. The personnel director or his/her designee shall not grant any hours of leave from the catastrophic leave account after the catastrophe ceases to exist, or the employee who is receiving the leave resigns or his/her employment with the county is terminated.
    - c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.
  8. Maintenance of Records on Catastrophic Leave. Records will be maintained by the Payroll Department under the direction of the Comptroller. The Union may request in writing information concerning the use of the catastrophic leave account provided that

any request for medical information be accompanied by a written release signed by the affected employee(s).

9. Substantiation of Catastrophe. The Personnel Director or his/her designee may require written substantiation of the catastrophe and expected duration by a physician of his/her choosing. The physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the employer. Visits to the physician shall be on county time.

#### **10. Employee to Employee Donations:**

- a. An employee who fails to qualify for catastrophic leave pursuant to the requirements set forth in subsection (f) above may receive Catastrophic Leave if eligible employees independently contribute a designated number of hours in eight (8) hour increments to the non-qualifying employee's specific Catastrophic event. The receipt of such Catastrophic Leave shall be subject to the remaining requirements set forth in this Article.
- b. Annual and Sick Leave will be transferred at the rate of one (1) hour for one (1) hour credit donated consistent with the provisions of NRS 245.

### **ARTICLE 29. LEAVES OF ABSENCE**

Leaves of Absence are available to accommodate the compelling needs of Employees when other forms of allowable absence are not available.

1. In all cases, the County's Family and Medical Leave Act (FMLA) shall apply as a minimum, if applicable.
2. Leaves of Absence with pay may be granted for medical purposes. Use of accrued Sick Leave (Leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) days duration, it becomes a Medical Leave of Absence and must meet criteria for Leave of Absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a Medical Leave without pay.
3. The department head, for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons, may grant a Leave of Absence without pay. Policies regarding each are as follows:
  - a. Medical Leaves of Absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability Leaves of Absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of one hundred and eighty (180) calendar days.

4. Personal Leaves of Absence without pay for purposes other than medical/disability may be granted at the discretion of the department head, and are subject to approval by the Personnel Director.
  - a. An Employee who requests a Leave of Absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid Leave of Absence of more than 5 work days. An Employee who requests a Leave of Absence for personal emergency or similar purposes is not required to exhaust Vacation time prior to the Leave. Whether the reason for the Leave of Absence requires prior use of accrued Vacation shall be at the discretion of the department head. However, in all cases where a Leave in excess of 90 calendar days is requested, Vacation accrual must first be exhausted.
  - b. Personal Leaves of Absence without pay may be granted for a maximum of 6 months.
5. Effect of Leave of Absence without Pay on Employee Benefits.
  - a. Time spent on an unpaid Leave of Absence of over 30 calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.
  - b. An Employee on an unpaid Leave of Absence of over 30 calendar days will not accrue Vacation or Sick Leave during the Leave of Absence.
  - c. An Employee on an unpaid Leave of Absence of over 30 calendar days shall not be entitled to receive Employer-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.
  - d. Upon notifying the Employer of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
  - e. Upon return from any unpaid Leave of Absence over 30 calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.
6. Procedures and Responsibilities.
  - a. Employees seeking Leave of Absence are required to:
    1. Notify the department head in-writing as far as possible in advance of the need for a Leave of Absence.
    2. Obtain and complete an Absence Request form and submit it for approval to the department head.
    3. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc., if applicable.

4. If approved during the Leave, maintain contact with the department head regarding prognosis and/or possible return date. Notify the department head at earliest possible date of intended date of return.
  5. If an extension of Leave of Absence becomes necessary, a written request must be submitted to the department head prior to the expiration of the Leave of Absence.
- b. The department head will review the absence request and forward it to the Personnel Director for approval.
1. The department head will review and act upon a request for Leave of Absence in consideration of the following factors:
    - a. The purpose for which the Leave is requested;
    - b. The length of time the Employee will be away; and
    - c. The effect that Leave will have on the ability of the department to carry out its responsibilities.
  2. The department head will ensure that a properly coded time sheet is submitted biweekly to the payroll department during the duration of the approved Leave.
  3. The department head may approve up to 24 hours of Leave to an Employee for emergency Leave, without loss of any accrued time.

### **ARTICLE 30. SERVICE CONNECTED DISABILITY**

All eligible members shall be covered by a workers compensation program of the county's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the county which would cause the total amount received by the employee from the service-connected disability and the county to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the county.
2. It is the intent of the county to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the County Treasurer.

3. If an employee who is entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the county as provided by NRS 281.390. If the employee is receiving no compensation for time missed from work through the workers' compensation program, the employee must use leave benefits to fully account for any absence.
4. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work through the workers' compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the employee's sick and annual leave, provided that the employee has so elected to use his/her annual leave as sick leave, the employee's compensation will be limited to that provided by NRS 617 or 617 and the employee will be placed in a leave without pay status. However, through written justification to the Personnel Director, exceptions to this Article may be approved by the county manager.
5. As a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to his/her regular county job within a 12-month period, the county may require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 45 Grievance Procedures.

### **ARTICLE 31. LEAVE FOR CIVIC DUTIES**

Paid leave, not requiring use of accrued leave, will be provided to the employee during the time that s/he is:

- a. Voting in a national and/or state election;
- b. Required to appear in court or administrative proceedings for reason arising out of the employee's employment with the county;
- c. Required to serve jury duty. In accordance with NRS 6.190, a person summoned to appear for jury duty, the employer and employee, agent, or officer of the employer, shall not, as a consequence of the person's service as a juror or prospective juror: require the person to use sick or annual leave; or require the person to work:
  - i. Within 8 hours before the time at which the person is to appear to jury duty; or
  - ii. If the employee's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

The employee may use accrued annual leave, or the employee may take leave without pay, when s/he must take leave for the reasons shown in sections (a) and (b) below. Under these circumstances, the employee is not required to provide notice of intended leave per the subject articles, but the employee must provide notice of leave to the department head within 2 work days of knowing about the upcoming leave.

- a. Required to appear in court or legal administrative proceedings for personal reasons or any reason not arising out of the employee's employment with the county;

- b. A court case or legal proceedings in which the employee has a pecuniary interest, including, but not limited to, a civil case that s/he has against the county or agent thereof.

Also see Article 32 Military Leave for leave for selective services.

Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the county, including when the employee is personally sued in connection with this/her employment with the county, and which appearances occur outside his/her regularly scheduled shift shall be paid 1.5 his/her regular rate of pay for the time spent at such appearances. This provision does not apply to any case in which the employee has a pecuniary interest such as when the employee may be a beneficiary to any ruling or settlement arising out of court action or settlement with the county.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of such appearance and pay such fees, except mileage, to the County Treasurer within 5 work days of receipt, to be deposited by the applicable fund of the county.

The department head may not deny leave taken for the reasons in this Article.

## **ARTICLE 32. MILITARY LEAVE**

Any Employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994.

Employees may choose to use accrued annual leave before taking leave without pay. The Employer cannot require that annual leave or other personal leave be used. Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. This includes, for example, merit step and seniority. The Employer shall count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave and to determine the rate of pay if the rates are based on seniority. Employees do not accrue Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

This Article recognizes that the USERRA and NRS 281.145 governing paid military leave provide hours to the Employee equivalent to 15 working days of paid military leave in a 12-month period beginning January 1 and ending December 31 of each year (i.e., the calendar year). This Article recognizes that 15 days means 15 regularly scheduled shifts regardless of the number of hours in a regular shift. The Employer recognizes that the applicable regulations intend to provide “hours” equivalent to 15 “workdays” and, therefore, fractions of days taken are deducted in hour increments. An employee whose work schedule includes Saturday or Sunday is entitled to the number of hours equivalent to twenty-four (24) working days in a twelve-month period.

For example, Employees working regular 12-hour shifts are entitled to an equivalent of 15 working days of paid military leave, and this equates to 180 hours of leave within a 12-month period. Employees working regular 8-hour shifts are also entitled to an equivalent of 15 working days of paid military leave, and this equates to 120 hours of leave in the same period. Military leave is granted and calculated in days or one-quarter fractions thereof. Partial day calculations will be calculated to the closest one-quarter of a day using the employee’s current regularly scheduled hours.

The employee must provide the department head call-to-duty orders documentation within one week of receipt of the order, unless the order calls the employee to duty in less than that time.

Bargaining unit members may donate accrued annual leave to any military member who is at the time on active duty and who has exhausted his/her allotted military time under the USERRA and NRS 281.145.

### **ARTICLE 33. HOLIDAY PAY**

1. For the purposes of this Article, holiday pay shall be defined as a premium paid to eligible employees related to holidays in accordance with NRS 236:

New Year's Day (January 1st)

Martin Luther King's Day (Third Monday in January)

President's Day (Third Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19)

Independence Day (July 4th)

Labor Day (First Monday in September)

Nevada Day (Last Friday in October)

Veterans Day (November 11th)

Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving (Friday following the Fourth Thursday in November)

Christmas Day (December 25th)

Any day appointed by the President of the United States as a recognized federal holiday, except Columbus Day.

- a. If a holiday falls on a Saturday, the preceding Friday becomes the observed holiday.
- b. If a holiday falls on a Sunday, the following Monday becomes the observed holiday.
- c. For departments that work 24/7 schedules (Communications, VCTC, Pipers) all holidays will be observed on the actual holiday.

One floating holiday per calendar year to be pre-approved by the department head.

2. Holiday compensation for days worked.

Each regular full-time employee shall receive holiday compensation. The holiday compensation shall be equivalent to the employee's regularly scheduled shift – 8, 10, or variation between 8- and 10-hour shifts. If the employee is scheduled for 3, 12 hour shifts followed by 1, 4 hour shift during the regular workweek, the holiday compensation will be 12 hours. (See Articles 22 Hours Worked and 23 Overtime Compensation for explanation of allowed shifts and required overtime compensation.)

- a. Holidays worked during regular shift. An employee required to work his/her

regularly scheduled shift during a recognized holiday shall receive their regular pay PLUS additional payment of holiday compensation computed at 1.5 the base-rate for the regularly scheduled shift, the combined total being 2.5 compensation.

- b. Holidays worked while on overtime. An employee required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of regular rate of pay for the overtime worked pursuant to Article 23 Overtime Compensation, PLUS holiday pay at 1.0 times the base rate, the combined total being 2.5 compensation.
  - c. Employees in the Communications series and VCTC shall receive holiday pay and/or overtime holiday pay, as applicable, for hours worked on the actual holiday, regardless of the day of the week the holiday is observed.
3. Holiday compensation for days not worked.
    - a. Employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one (1) regularly scheduled shift.
  4. Compensation for regular part-time employees. Regular part-time employees shall receive holiday compensation as provided in this Article based on their regularly scheduled shift.
  5. Pay status. In order to receive holiday compensation, an employee must be in pay status immediately before and after the holiday.
  6. Holiday bank time pursuant to subsection 3 of this Article will be paid to an employee upon separation for any reason except for a reduction in force with less than two weeks of notice.

#### **ARTICLE 34. RESERVED**

This article intentionally left blank.

#### **ARTICLE 35. BENEFITS INSURANCE**

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
2. Full-time employee premiums. The employer agrees to pay 100 percent of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for regular full-time employees.
3. Regular part-time employee premiums. The employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for regular part-time employees working an average of at least 20 hours but less than 40 hours per workweek hired on or after July 1, 2005.



4. Employer agrees to pay \$30,000 in Life and Accidental Death and Dismemberment (AD&D) for regular full-time employee for the term of this agreement.
5. Dependent and spouse premiums.

**Fiscal Year 2022-2023 (first of the month after signing of contract)**

For regular full-time employees hired before July 1, 2014, the employer agrees to pay 85 percent of the monthly premiums for health insurance for the employee's dependents (up to age 26) and 85 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage.

For employees hired on, or after, July 1, 2014 the employer will pay 60 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 60 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage.

**Beginning July 1, 2023**

For regular full-time employees the employer agrees to pay 70 percent of the monthly premiums for health insurance for the employee's dependents (up to age 26) and 70 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage.

Effective May 1, 2012, if the employee's spouse is eligible for any other health insurance coverage, the employee may choose to cover his/her spouse on employer's plan for a charge equal to 50 percent of the cost of the spouse's coverage.

Each employee shall provide on a county-provided affidavit to the Personnel Office annual certification stating whether his/her spouses is eligible for any other health insurance coverage.

6. Sick Leave HSA/Premium Contribution – Employees may utilize up to 40 hours of his/her accrued sick leave to be utilized as an HSA contribution or toward their monthly insurance premium provided that the employee has 240 hours of sick leave in their bank at the time of contribution. This election takes place twice annually in the second full pay period in June and December. Signed requests must be submitted with the employee's timecard. Total annual contributions cannot exceed the limits outlined in law.
7. In the event that the bargaining unit of the Storey County Sheriff's Office, and/or any other collective bargaining unit recognized by the employer, negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the union under this agreement will negotiate this Article. The Storey County Fire Protection District is a separate local government, is not recognized by Storey County for this reason, and therefore is not subject to this article.
8. As allowed by law and without federal penalties to the employer, an employee may opt out of employer-paid health insurance coverage and accordingly may receive 50 percent of the

premium that the employer would have paid for employee only coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. Employee opt-out may only be done once per year during the open-enrollment period. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act.

9. The employer shall allow one representative from the union to communicate with the employer and participate in a representative advisory role with the employer in decision making pertaining to changes to employee health benefits, including medical, dental, and vision.
10. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate

## **ARTICLE 36. RETIREMENT**

1. Retirement contributions. The Employer will pay retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of NRS Chapter 286 in respect to "Early Retirement."
2. Health insurance subsidy. The employer shall offer retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the employer regardless of the insurance provider elected by the retiree to provide coverage. However, the employer's responsibility for payment shall be capped at the amount that the employer would be required to pay if the retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP).

Retirees not electing coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP) shall be responsible for the payment of any excess difference in cost for the coverage elected.

## **ARTICLE 37. PAY & EXPENSES FOR EDUCATION, TRAINING, AND LICENSING**

The following apply to expenses and reimbursements paid by the employer for education, training, certifications, and licenses related to the job.

1. Required Education.
  - a. Training and education which is required for the employee to maintain his/her licenses, certifications, credentials, and qualifications for his/her current job classification, and/or which are necessary to advance through his/her current job-classification series shall be paid for by the employer and shall not be subject to the following subsections of this Article. All training and education shall be subject to approval of the department head. Expenses paid by the employer shall include textbooks and other materials required for the training and education. The employee shall receive the regular rate of pay during training and education which

takes place during the 40-hour workweek period and otherwise as required by the federal Fair Labor Standards Act (FLSA).

## 2. Discretionary Education.

Upon mutual agreement of the employee and employer, the employee, subject to prior approval of the department head and the Personnel Director, may pursue additional education benefits under this agreement. All mutual agreements that contain compensation and reimbursements must be in-writing. The following shall apply:

- a. The training must be related to the required skill or education for the employee's current position or to a logical career path related to the employee's current position or department with the employer.
- b. Only a regular full-time employee after his/her probation period is eligible for reimbursement under this article. Further eligibility may be determined by the department head and the Personnel Director.
- c. The employer may provide up to three thousand dollars (\$3,000) education assistance to the employee for each fiscal year. There will be no reimbursement if the costs are assumed by any other institution, scholarship, or grant-in-aid. The employee is responsible for providing proof that s/he completed the course with a minimum grade of "B" eighty percent (80%). If the course is of a nature such that no grade is given (i.e., pass or fail), the employee must provide to the employer a certificate of completion or other official documentation showing satisfactory passage of the course.
- d. Education assistance shall include tuition, course fees, and required textbooks. Other items such as required calculators and lab tools may also be reimbursed in accordance with this section when approved by the department head. While courses must normally be taken on the employee's own personal time, exceptions may be granted by the department head when the employee's absence from work will cause no adverse impacts to his/her duties and other employees in the workplace. The decision of the department head shall be subject to approval by the Personnel Director and County Manager.
- e. Employees who do not complete the course with a notice of "satisfactory", or grade of "B" eighty percent (80%) or better must reimburse the Employer for the full amount of the assistance provided for that course.
- f. Employees who voluntarily terminate their employment with the employer will be required to pay back the employer for all discretionary education assistance under this subsection exceeding one thousand dollars (\$1,000) provided by the employer within the past five (5) years of employment. The amount owed will be deducted from funds owed to the employee for sick leave and other extra pay reimbursement at termination. Funds owed will not be deducted from remaining payroll funds owed to the employee. If there are insufficient funds to cover the required reimbursement, the employee will be required to pay the employer the

remaining amount owed within thirty (30) days of the date of termination.

- g. Each Employee receiving education assistance shall complete and sign an Education Reimbursement Agreement that complies with the provisions of this Article.
- h. If mutually agreed upon between the Employee, Department Head, Personnel Director, and the County Manager, additional education assistance may be provided.

## **ARTICLE 38. UNIFORM & EQUIPMENT ALLOWANCE**

1. **Uniform Reimbursement.** The Employer shall reimburse Employees the cost of required uniform clothing when purchased with prior approval from the department head. This shall include, but not be limited to, required shirts, jackets, and other clothing containing County logos, insignias, related lettering, etc. The cost for reimbursement shall be borne by the Department requiring the purchase or wearing of uniform clothing. Reimbursement shall be subject to receipts or other proof of purchase documentation.
2. **Specialized PPE.** The Employer will furnish such specialized personal protective equipment (PPE) (e.g., safety glasses and goggles, shoes/boots for special purposes, rubber boots and gloves, HAZMAT suits and equipment, and all other equipment necessary to protect Employees from industrial injury and health hazards). Regular reinforced toe and similar shoes/boots are covered in section (4) below. The Employer will replace all PPE on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated. All Safety equipment will conform to all current safety standards such as, but not limited to, OSHA, MSHA, etc.
3. **Clothing.** The Employer shall provide all Regular Full-Time Employees in classified positions in Public Works roads, buildings and grounds, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) annually.
4. **Footwear.** Where steel-toed/reinforced toed or safety footwear is required for County duty, including requirements by OSHA or MSHA, the Employer will provide a footwear reimbursement to the Employee of up to \$187.50 every year based upon receipts or other documentation. The period will be calculated from the date of the Employee last received a footwear reimbursement of the full \$187.50 or received that amount cumulatively; provided that the Employee will receive up to the full reimbursement at any time his/her steel-toed/reinforced-toed or safety footwear is damaged by work-related duty so as to render the footwear unserviceable (excluding normal wear and tear as determined by the Department Head). The Department Head shall identify the positions which are eligible for reimbursement. Footwear purchased under this Section must comply with applicable safety standards established by the County or with OSHA or MSHA standards.
5. **Eyewear.** Upon approval by the department head, the Employer shall reimburse a Regular Full-Time Employee in a classified position in Public Works roads, water, or

sewer, for the costs of repairing or replacing watches or prescription eye glasses/contact lenses which are lost, damaged, or stolen while the Employee is in the performance of his/her duties, provided that there is notification to the department head within 7 business days. Reimbursement amounts shall be limited to the actual replacement value for prescription eyewear, and fifty dollars (\$50.00) per claim for watches. An Employee may only make a claim up to one hundred seventy five dollars (\$175.00) for each fiscal year.

6. **Tools.** The employer shall reimburse a regular full-time employee in the Service classification (equipment mechanics) up to \$600 annually for the cost of purchasing necessary tools for the position provided that the employee receives written pre-approval from the department head for the specific tool to be purchased and the specific tool is not an item already provided for by the department.
7. **Payment Method.** The employee receiving reimbursement for purchase must provide the department head a receipt or other valid documentation of the purchase and the receipt must show that the purchase occurred during the term of this agreement. An allowance does not require a receipt or other documentation.
  - a. Allowances will be paid in 2 equal lump sums, one on the first pay period in June of each year and the second on the first pay period of December of each year. Required receipts must be provided to the department head for submittal to the Comptroller's office within 5 business days of these deadlines.
  - b. Reimbursements will be paid as incurred according to stipulations within the specific item above. Requests should be attached to the following timecard with official proof of department head approval and a valid receipt to be processed in a timely manner on the subsequent payday.

## **ARTICLE 39. SENIORITY**

1. **County Seniority.** County seniority shall be calculated on the basis of calendar days of continuous service since the date of hire for Employees hired on or before June 30, 2005. County seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of hire for Employees hired on or after July 1, 2005.
2. **Job classification seniority.** Job classification seniority shall be calculated on the basis of calendar days of continuous service since the date of appointment to the job classification for Employees hired on or before June 30, 2005. Job classification seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of appointment to the job classification for Employees hired on or after July 1, 2005.
3. **Break in service.** Occurs when an Employee resigns, is discharged for cause or retires. However, County seniority accrued prior to layoff shall be continued upon recall and reemployment. Job classification seniority may be continued provided the Employee is rehired into the same job classification. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into County service. Approved Leaves of Absence shall not be considered as breaks in service. Less than 90

calendar days shall not be considered a break in continuous full-time service for seniority purposes only, but shall not count toward full-time service.

#### **ARTICLE 40. LAYOFF & RECALL AFTER LAYOFF**

The employer shall determine the department that will be affected by layoff. The employer shall determine reductions in staff levels that will have the least detrimental effect on department operations and will specify layoffs accordingly. County seniority will be the determining factor when identifying which employee(s) are to be laid-off.

##### Layoff

1. Notice to Union. Whenever it is determined that a layoff of employee(s) may occur because of lack of work or funds, the Personnel Director shall give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period, to the union at least 7 calendar days prior to the effective date of notification to employees.
2. Notice to Employee(s). Employees to be laid-off shall be given written notice of such layoff at least 30 calendar days prior to the effective date.
3. Sequence of layoff. Within the job classification(s) selected for layoff within the departments, the following sequence of layoff shall occur:
  - a. Temporary and probationary employees within the job classification selected for layoff shall be laid-off first.
  - b. Thereafter, the employee(s) with the least county seniority in the job classification(s) selected for layoff shall be laid off next.
  - c. Regular employees shall be laid-off only after those layoffs within subsection (a) of this subsection have been exhausted.
4. Bumping rights shall be exercised in the following sequence of steps:
  - a. The employee may replace an employee in the same job classification, in another department, if the employee has more county seniority than the employee to be displaced.
  - b. If the employee is unable to exercise bumping rights at step (a), the employee may replace an employee in a lower job classification within the same job series in the same department, if the employee has more county seniority than the employee to be displaced.
  - c. If the employee is unable to exercise bumping rights at step (b), the employee may replace an employee in a lower job classification within another job series in the same or other department, if s/he has more county seniority than the employee to be displaced and meets the minimum qualifications for the other position.
    - i. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped and the step closest to the bumping employee's existing salary at the time of the layoff.
    - ii. Any employee who is bumped shall have the right to exercise bumping

rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within 7 calendar days of notification.

- iii. Whenever it is determined that a layoff of employees shall occur, the employer agrees to supply current county seniority lists and job classification seniority lists to the union president for the jobs being affected.

#### Recall After Layoff

1. The name of an employee who has been laid-off shall be placed on the re-employment list and shall be recalled in the inverse order in which the employee was laid-off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the employee is qualified and no new employee will be hired until all qualified employees on layoff status desiring to return to work shall have been offered the position. The employee must provide the employer with any address change while waiting for recall.
2. Notice of recall will be made in-writing by certified mail to the employee's address of record.
3. An employee who is sent notice of recall must respond within 10 working days of the receipt of the notice of recall.
4. An employee recalled to his former or equated job classification must report for reemployment on the date established by the department head or be considered to have abandoned his recall rights so long as said date is beyond 10 working days from the date of receipt of the notice of recall.
5. An employee recalled to a job classification with a lower rate of pay than his/her previous job classification may refuse such position and remain eligible for recalled. In the event that an employee accepts such a position, the employee's name will be removed from the reemployment list.
6. An employee on layoff accrues no additional sick leave or annual leave. When an employee is recalled from layoff and re-employed, s/he is considered to have continuous service credit for computation of future earned annual leave. Sick leave will be reinstated in an amount equal to that as of the date of employee's layoff provided; however, sick leave will not be reinstated if the employee has been previously compensated for accrued, unused leave upon layoff, unless the employee fully reimburses the employer for the buy-out.
7. Employees on a re-employment list shall retain eligibility for recall for a period of 18 months from the date their name was placed on the list.
8. Upon returning to his/her original job classification, an employee shall retain his/her accrued time for merit increase and longevity if rehired within 18 months.

#### **ARTICLE 41. FILLING OF VACANCIES**

All vacancies and/or promotional vacancies shall be filled by candidates who meet the minimum requirements of the position, as established by the Employer prior to the opening. Notice of all vacancies and/or promotional vacancies within the bargaining unit shall be given to all Employees of the County by posting such notice on bulletin boards and via email and/or fax

within the County departments for a period of not less than 15 calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information:

1. Title and job description of the position;
2. All eligibility requirements including education, employment, training or experience criteria, and whether equivalent factors will be recognized;
3. Whether preference or priority will be given to County Employees;
4. Whether County or other seniority or length of service will be considered a factor, and if so, what weight will be given to such consideration in measuring or rating applicants;
5. Whether there will be competitive testing, and if so, the date, time and place of the test; the nature and scope of the test subject matter, and any reference material or sources upon which the test is based.
6. Whether the test will consist of written, oral and or physical demonstration components.

#### **ARTICLE 42. INVOLUNTARY TRANSFERS**

No Employee may be transferred for purposes of harassment or discipline. An Employee who believes s/he has been transferred for the purpose of harassment or discipline may file a grievance in accordance with Article 45 Grievance Procedure of this Agreement.

#### **ARTICLE 43. PERSONNEL RECORDS**

The Employer will maintain a personnel file on each Employee. The Employer shall maintain only one set of files on each Employee; the personnel office shall maintain said files. Any Employee has the right to review his/her personnel file upon request to the Personnel Office. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file. However, an Employee may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the personnel office, which form shall be developed by the Personnel Office. Except as provided above, only those people working in the Personnel Office, and the department head, shall have access to an Employee's files. In addition, the Employer's authorized attorney(s) shall have the right to access an Employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.

Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for denial shall be provided to the Employee in writing.

Any materials placed in an Employee's file shall be copied to the Employee. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.



Any Employee under this policy, upon reviewing his/her personnel file who finds inaccurate or misleading material, may prepare and present to the department head and Personnel Director a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file. Consultation with and approval from the department head or Personnel Director is required prior to any action to remove material from a personnel file.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. No information from any Employee personnel file may be given to a business without written permission of the Employee.

Any person accessing an Employee's file shall sign a file entry roster unless the access is the normal day-to-day access made by Employees working in the personnel office.

## **ARTICLE 44. DISCIPLINE & DISCHARGE**

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline; however, in the case of a serious offense, an Employee may be summarily dismissed in the absence of a sequence of lesser discipline. No discipline shall be imposed except for just cause. Just cause may include, but not be limited to: inefficiency, incompetence, insubordination, moral turpitude, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leave, withholding services, and violation of established work rules, policies, or procedures.

### **1. Personal Reprimand**

Notification administered by a department head regarding a potential corrective action.

### **2. Verbal Warning**

May be a documented corrective action per county policy. The documentation may remain in the Employee's personnel file for a period of no longer than twelve (12) months, after which time the Employee may request in writing to the Personnel Director that it be removed, provided that no other corrective action has been taken.

### **3. Written Reprimand**

Written corrective or disciplinary action that maybe administered by a department head and shall document the cause for such action, in what manner the Employee's conduct was improper, the necessary corrective action, and that further disciplinary action may be taken if the Employee's conduct or performance is not corrected.

The department head shall provide a copy of the warning letter to the Employee and ensure that the Employee signs one copy of the warning letter which shall be retained in the Employee's service record. The employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the reprimand. A warning letter shall remain in the Employee's service record for a minimum period of eighteen (18) months, after which point the warning letter may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director.

### **4. Suspension**

In the event of the commission of a serious offense, the offending Employee may be

suspended without pay for a period not to exceed 30 calendar days, in accordance with the gravity of the offense and the previous record of the Employee. The Employer shall furnish the Employee with a written statement of the reasons and grounds for the suspension utilizing the Specificity of Charges. A suspension shall remain in the Employee's service record for a minimum period of twenty-four (24) months, after which the suspension may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director. Suspensions imposed for violations of Title VII or for violations of safety rules, regulations, laws, and/or procedures shall not be removed from the Employee's service record.

**5. Demotion or Discharge**

The Employer shall furnish the Employee with a written statement of the reasons and grounds for the demotion or discharge utilizing the Specificity of Charges.

**6. Specificity of Charges**

All disciplinary actions imposing suspension, demotion or discharge shall be furnished to the Employee in writing and shall state the nature of the offense, the cause for such action, in what manner the Employee's conduct was improper, and the specific rule, regulation, ordinance, law or policy violated.

The department head shall provide a copy of the Specificity of Charges to the Employee and ensure that the Employee signs one copy of the Specificity of Charges which shall be retained in the Employee's service record. The Employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the charge. If the Employee refuses to sign, a witness signature must be obtained.

**7. Dispute over Discipline or Discharge.**

In the event that a dispute arises between the Employer and the Employee regarding the existence of good cause for the suspension of the Employee, or the demotion or discharge of the Employee, such dispute shall be adjudicated in accordance with Article 45 Grievance Procedure of this Agreement.

Suspension in excess of ten (10) working days, demotion, or discharge shall be effective upon the date stated in the Specificity of Charges and shall not be stayed by the filing of a grievance discipline unless the discipline is ultimately reversed. Reversal of a suspension in excess of ten (10) working days, demotion, or discharge shall result in reinstatement and an award of back pay to and including the effective date of discipline.

**ARTICLE 45. GRIEVANCE PROCEDURE**

**1. Definitions**

- a. **Grievance:** A grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.
- b. **Grievant:** A grievant is an employee or group of employees who are covered by the provisions of this agreement and who believe they have been adversely affected by an act or formal decision of the employer occasioning the grievance, and who file a

grievance. The union may be the grievant if an act or formal decision of the employer which is alleged to be a grievance directly relates to a union activity or privilege addressed in this agreement.

- c. **Working Day:** “Working days” for the purpose of a grievance or an appeal shall mean a weekday, Monday through Friday, excluding holidays.
- d. **Grievance Board:** The “Grievance Board” shall be composed of 2 grievance board members appointed by the employer and 2 grievance board members appointed by the union. The grievance board members serving on the grievance board must not have an evident conflict of interest such as being a party to or otherwise directly involved in the matter of the grievance, and they must be employees of Storey County.
- e. **Grievance Screening Committee:** The “Grievance Screening Committee” shall consist of any 3 current members of the Board of Directors of the Comstock Chapter.

## **2. Rights of Representation**

With the consent of the aggrieved employee(s), one union representative may be present for any meeting, hearing, appeal, or other proceeding between the employer and the grievant relating to a grievance that has been filed pursuant to this article. If, in the judgment of the union, a grievance affects a group of employees or the union, the union may initiate and file such grievance with the Personnel Director and the processing of such grievance shall commence at Level II. The union may process such a grievance through all levels of the procedure.

## **3. Individual Rights**

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with the appropriate supervisor(s), and to have the matter resolved without the intervention of the union, as long as the union has had, at the request of the Employee, the opportunity to be present at such discussions.

## **4. Informal Resolution**

Within 10 work days from the event giving rise to a grievance or from the date the employee(s) could reasonably have been expected to have had knowledge of such event, the employee shall orally discuss the grievance with his/her immediate supervisor. The immediate supervisor shall have 5 work days to provide a decision to the employee. If the supervisor is the subject of the grievance, the employee will discuss the matter with the department head. If the department head is or is also the subject of the grievance, the employee may proceed directly to the grievance screening committee.

## **5. Grievance Screening Committee**

The Grievance Screening Committee shall convene within 10 work days from the date the supervisor must provide a decision to the employee pursuant to Section 45(4) if the employee requests a formal grievance. The screening committee shall determine the validity of the grievance and decide whether or not to proceed to a formal level grievance.

If the grievance screening committee determines that there is no valid cause to proceed to a formal level grievance, the issue is no longer considered a grievance per this agreement and the matter shall not proceed to formal grievance levels.

## 6. Formal Levels

Formal level grievances must include valid evidence that the Grievance Screening Committee authorized the grievance to advance to the formal levels.

- a. **Level I:** If a grievant is not satisfied with the resolution proposed at the informal resolution level, the employee must within 10 work days of the grievance screening committee's authorization to proceed to grievance file a formal written grievance with the department head. If the grievance involves the department head, the grievance will advance to Level II.

The grievance must describe the matter leading to the grievance; the supervisor's decision of the informal resolution; the specific section(s) of this agreement or county rules, regulations, and/or policies allegedly violated; and the remedy requested.

The department head may have a meeting with the grievant, and within 10 work days of receiving the grievance the department head will provide a written decision to the grievant.

If the department head fails to provide a written response to the employee within 10 work days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the department head fails to provide a written response to the employee within 10 work days of receiving the monetary-related grievance, the grievance shall advance to Level II.

- b. **Level II:** If the grievant is not satisfied with the decision rendered at Level I, or the grievance includes a request of monetary-related correction, the grievant may, within 10 work days that the employer is required to provide a decision, file a Level II grievance which is a written appeal to the Personnel Director.

Within 10 work days of receipt of the written Level II request, the Personnel Director shall direct that the Grievance Board be convened at a place agreeable to the parties and at a time not more than 20 work days from the date of the notice directing that the Grievance Board be convened. The procedure for the Grievance Board shall be previously agreed upon by the union and the employer. The majority decision by the Grievance Board is final and binding. If the grievance board is deadlocked, the grievance may be advanced to Level III.

- c. **Level III:** In the event that the grievance board is deadlocked, the grievant may within 10 work days of that decision request to the Personnel Director that the grievance is advanced to Level III, that being mediation. Within 10 working days of the Personnel Director receiving the grievant's request that the matter is advanced to Level III, the parties shall request a mediator through the Federal Mediation and Conciliation Services (FMCS) to hear the grievance. The parties shall attempt to hold the mediation session within 20 days after contact with the FMCS. This timeline shall be extended based on the schedule of the mediator or by mutual consent of the parties.

The grievance shall advance to Level IV if the parties cannot reach a resolution during Level III mediation or if the parties mutually agree to skip Level III mediation.

Nothing occurring in mediation may be referred to or introduced during fact-finding or

arbitration. Level III applies as long as there is no cost for FMCS mediation services. If there is financial cost required to use FMCS mediation services, the grievance shall advance to Level IV immediately following Level II. The parties by mutual consent may skip Level III and advance directly to Level IV.

- d. **Level IV:** In the event that the Grievance Board is deadlocked, the parties do not reach a mediated agreement at Level III, or the parties mutually agreed to skip Level III, the grievance may escalate to Level IV and submitted to arbitration for resolution. The grievant or the union shall exercise the right to arbitration by giving the Personnel Director written notice of intent to arbitrate within 10 work days from the last determination at Level II or Level III as applicable.

Within 10 working days after the Personnel Director receives the written notice of intent to arbitrate, the employer and the grievant or the union will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain a commitment to serve from the agreed-upon arbitrator within the 10 work day period, a request for a list of 7 arbitrators may be made by either party to the Federal Mediation and Conciliation Service (FMCS). Within 5 working days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party to strike first shall be determined by a toss of the coin. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator shall, thereafter, confer promptly with the parties; shall set and hold hearings; and shall issue a written decision setting forth the arbitrator's findings of fact, conclusions of law, and decision within 30 work days from the date of the conclusion of all hearings on the matter arbitrated. The arbitrator's written decision shall be consistent with the law and the terms of this Agreement, and shall be final and binding upon the parties.

The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and any related rules, regulations, and policies of the employer. No arbitrator shall have the power or ability to modify, amend, or alter any terms or conditions of this Agreement.

## **7. Ability to Arbitrate a Grievance**

If any question arises as to the ability to arbitrate the grievance, and the grievant or the Union has decided to proceed, the following apply:

- i. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article not resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, the question regarding the ability to arbitrate the grievance shall first be ruled upon by the arbitrator selected to hear the dispute.
- ii. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, a mediator through the FMCS shall consider the evidence presented by both parties regarding the claimed violation, misapplication, or misinterpretation and make a recommendation that the parties will accept as

final and binding.

## **8. Arbitration Costs**

- a. The fees and expenses of the arbitrator shall be shared equally by the employer and the union. Each party shall bear the costs of its own presentation including, but not limited to, witness fees and expenses, preparation, pre- and post-hearing briefs, and legal fees, if any.
- b. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless the parties mutually agree to share the cost. Any party desiring a copy of the transcription will pay the costs for the copy. If the arbitrator requires a reporter and transcript, the parties will share the cost equally.

## **9. Jurisdiction of the Arbitrator**

The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

## **10. General Provisions**

- a. Unless stated otherwise in this agreement, if the grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. The grievant may be represented by a person of his/her choice at any level of this procedure.
- c. Nothing contained herein shall preclude an employee, with or without representation, from bringing a matter not addressed herein through the chain of command to the Personnel Director.
- d. Proof of service shall be accomplished by certified mail, personal service evidenced by a notarized affidavit of service, or by other valid documentation showing receipt by the addressee.
- e. The Personnel Director or County Manager may disagree with the supervisor or department head's decision at any time during the grievance process and reverse the decision of the supervisor and/or department head. In such a decision adversely impacting the grievant, the grievance shall be allowed to proceed to the next level. The Personnel Director or County Manager may also respond in-lieu of the department head for or against the department head's decision at any appropriate place.

## **11. Exceptions to Time Limits**

The time limits set forth in this Article shall be strictly observed, unless extended by written agreement of the Union and the Employer, or otherwise excused for just cause.

A grievance alleging errors in salary which are ongoing shall be deemed continuing and all subsequent errors shall relate back to and be incorporated within the grievance alleging the errors in the first instance.

Notwithstanding the expiration of this Agreement, any grievance filed prior to expiration may be processed through the grievance procedure to resolution.

#### **ARTICLE 46. POLYGRAPH EXAMINATIONS**

No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an Employee for refusing to submit to a polygraph examination. Testimony regarding whether an Employee refused to submit to a polygraph examination shall be limited to state that, "Storey County does not compel Employees to submit to polygraph examinations." This Article is limited in its application to current Regular Full-Time Employees and current Regular Part-Time Employees as defined in Article 3 Definitions of this Agreement, and is subject to all applicable State and Federal laws.

#### **ARTICLE 47. EMERGENCY CLOSURE**

This article applies when the State of Nevada or County Commission causes an emergency closure of Storey County or a portion thereof due to health, welfare, safety, or disaster.

Employees who are unable to report to work because of emergency closure will during such absence be paid their regular rate of pay for each day or portion thereof for up to 5 work days. Such employees during this time who are taking annual or sick leave (approved in-writing before the emergency closure) will be credited this time back to the applicable accrued leave and by the next pay period. No employee may use or request credit to accrued leave unless there is valid written evidence that the leave was approved before the emergency closure.

Employees who are required to report to work during emergency closures will be paid their regular rate of pay each day or portion thereof, and they will also be provided time off at a later period at the rate of 1 hour for each hour worked during the emergency closure. Employees who are normally off during the emergency closure will be provided the same time off at a later period and the rate of 1 hour for each hour worked during the emergency closure. Employees described in this paragraph may maintain accrual of this leave until December 31 of that year. The request to use the accrued leave will conform to the same procedures in this agreement for annual leave except that if this accrued leave is not used the employee will be paid out the accrued leave at his/her base rate. Any overtime worked during an emergency closure will be compensated in accordance with Article 23 Overtime.

#### **ARTICLE 48. PREVAILING RIGHTS**

All previous benefits including hours, wages, and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this Agreement, will not be diminished without mutual consent of the parties.

There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.

There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

#### **ARTICLE 49. PRIVATIZATION / SUBCONTRACTING**

1. It is agreed that work normally done by bargaining unit Employees shall not be contracted out to non-Employees of the County so as to cause the number of Employees within the bargaining unit to fall below 22 Employees.
2. It is agreed that work normally performed by bargaining unit Employees shall not normally be performed by non-bargaining unit Employees.
3. This Article shall not apply when bargaining unit Employees and/or adequate equipment are not available for work, when an immediate emergency exists, or when the provisions of this Article conflict with the provisions set forth in Article 17 Job Classification and Pay Practices of this Agreement.

#### **ARTICLE 50. DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE**

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, and payment for any reimbursable expenses due the employee shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

#### **ARTICLE 51**

This article intentionally left blank.

#### **ARTICLE 52**

This article intentionally left blank.

#### **ARTICLE 53**

This article intentionally left blank.

#### **ARTICLE 54. SUCCESSOR CLAUSE**

1. Storey County agrees to negotiate with the Union, to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its County services prior to or upon any decision to consolidate, or any other form of placement or transfer. Nothing in this Article will prevent Storey County from making any decisions to consolidate or any other form of placement or transfer to another entity.
2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or



assignment of either party hereto, or by any change of management responsibility, geographically or otherwise, in the location or place of business of either party.

**ARTICLE 55. NO STRIKE / NO LOCKOUT**

Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.

The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE 56. SAVINGS CLAUSE**

This Agreement is the entire Agreement of the parties. Should any provision of this Agreement be found to be in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

**ARTICLE 57. DURATION OF AGREEMENT**

1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, 2022 through June 30, 2025.
2. Pursuant to NRS 288.150 this Agreement or any provision herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency.

**STOREY COUNTY**

**STOREY COUNTY EMPLOYEES' ASSOC.  
AFSCME-COMSTOCK CHAPTER**

\_\_\_\_\_  
Jay Carmona, Chairman  
Storey County Commission

\_\_\_\_\_  
Rachel Ferris, President  
AFSCME Comstock Chapter

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Clay Mitchell, Vice-Chairman  
Storey County Commission

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David Duke, Chief Negotiator  
AFSCME Comstock Chapter

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Lance Gilman, Commissioner  
Storey County Commission

Signed Commissioner Meeting

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APPROVED AS TO FORM:  
Anne Langer, District Attorney

