

**Agreement  
between  
Nye County Management Employees Association  
and  
Nye County**

**February 6, 2018 through June 30, 2019**

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### **Article 1 – Preamble**

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This Agreement is made and entered into this 6th day of February 2018, by and between the Nye County Management Employees Association (hereinafter referred to as the "Association") and the County of Nye, Nevada (hereinafter referred to as the "County").

As used in this Agreement, the term "County" shall mean the County of Nye and its Board of Commissioners, its facilities, and/or the County Manager or his/her designee; and the term "Association" shall mean the Nye County Management Employees Association or NCMEA and/or its Board of Directors or designated representatives.

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### **Article 2 – Purpose & Intent**

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WHEREAS, the State of Nevada has enacted the Local Government Employee Management Relations Act, cited as Nevada Revised Statutes Chapter 288, providing for collective bargaining between public employers and their employees; and

WHEREAS, it is the intent of the County and the Association to comply with said law, through a system of employee-employer cooperation, to foster and improve the well-being of employees, and to maintain high standards of work performance on behalf of the public; and

WHEREAS, it is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of the County expressly provided for by federal law, state statutes, and local ordinances, except as expressly limited herein; and

WHEREAS, the employees in the bargaining unit covered by the Agreement have, by majority vote, stated their desire to be represented in their employment relations with the County by the Association, and the Association has been certified by the County Commissioners in accordance with the laws and rules of the State of Nevada as the representative of said employees.

NOW, THEREFORE, the County and the Association, in consideration of the mutual covenants set forth and intending to be bound by this Contract and Agreement, agree as follows:

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### **Article 3 – Recognition**

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1. The County hereby recognizes the Association as the sole and exclusive collective bargaining representative of the employees assigned to the classifications listed in Section 4 below, who are eligible to be represented by the Association except as limited by Section 3 of this Article. Any proposed additions or deletions to these classifications shall be furnished to the Association for review and comment prior to any formal action by the County. Both parties recognize that the Association retains its right to appeal under the provisions of NRS 288.170.
2. When a new job classification is established or an existing one is changed, the County will provide a description, in writing, with proposed wage and bargaining unit assignment, to the Association within ten (10) working days prior to implementation. Any unresolved differences of opinion between the parties in regard to wage or bargaining unit assignment will be subject to the grievance/arbitration procedures; provided, however, that any appeal by the Association will not stay the implementation of the new job classification.

3. County employees who are excluded from the bargaining unit are as follows:
  - (a) Those employees certified to another bargaining unit under the provisions of NRS Chapter 288.
  - (b) Confidential employees.
  - (c) Temporary employees. For purposes of this Section, the term "temporary employee" shall mean an individual employed in a position established for a specific period of time (normally less than sixty [60] days) or for the duration of a specific project or group of assignments, but not to exceed one hundred eighty (180) days under any circumstances.
  - (d) Volunteers.
  - (e) Students, residents, and interns.
  - (f) Probationary employees.
  - (g) Part-time employees. For purposes of this Section, the term "part-time employee" shall mean an employee who is regularly scheduled to work less than twenty (20) hours per week.
  
4. The classifications to be included in the Nye County Management Employees unit are as follows:
  - (a) Assistant Planning Director
  - (b) Database Manager
  - (c) Director, Emergency Management Services
  - (d) Director, Management Information System
  - (e) Director, NWRPO
  - (f) Director, Planning
  - (g) Director, Public Works
  - (h) Director, Human Services
  - (i) Engineer (In Training)
  - (j) Geoscience Manager
  - (k) Geoscientist I
  - (l) Geoscientist II
  - (m) Geoscientist III
  - (n) Geotechnical Representative
  - (o) Manager, Facility Operations
  - (p) Manager, Human Services
  - (q) Network Engineer
  - (r) Principal Planner
  - (s) Public Information Officer
  - (t) Road Superintendent
  - (u) Utilities Superintendent

The County shall provide monthly to the Association the name, date of hire, wage rate, classification, and department of each new hire who would be eligible for inclusion in the unit. All information is furnished for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved.

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#### **Article 4 – Management Rights**

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The County and the Association agree that the management officials of the County possess the sole right to operate the County without negotiation as set forth in the Local Government Employee-Management Relations Act and that all rights conferred under the Local Government Employee-Management Relations Act remain with the officials of the County except as expressly modified by this Agreement.

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#### **Article 5 – Employee Rights**

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1. The employee and the employee's representative who has written authorization from the employee shall have access to the employee's personnel file, with the exception of confidential letters of reference and investigative reports of governmental agencies obtained in connection with the initial employment of the employee, or any other documents to which by law the employee cannot have access. The employee may receive a photocopy of the documents in his/her file to which s/he is entitled access. It is understood that such files shall be made available to employees during normal business hours, and that a nominal fee may be charged for copying.
2. Each employee shall be given the opportunity to read and receive a copy of any formal performance evaluation, written warning, documentation of an oral warning, or any other material of a disciplinary or derogatory nature, before such material is placed in his/her personnel file. The employee may sign and date such material as proof of receipt. Refusal to sign and/or date such material does not preclude management from placing the material at issue into the employee's personnel file. The employee shall have the right to respond, in writing, within ten (10) working days of the date such material is placed in the employee's personnel file and to have such response placed in the file.
3. When a merit adjustment in an employee's salary is dependent upon the completion of a performance evaluation, that performance evaluation will be completed and a copy provided to the employee within thirty (30) calendar days after the employee's anniversary date. Any increase in pay created as a result will be effective on the employee's anniversary date.
4. An -employee may meet with an Association representative on County work premises for the purpose of preparing for a grievance meeting during the employee's work hours, providing reasonable prior notice is given to the employee's supervisor and such meeting does not substantially interfere with County business operations.

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### **Article 6 – Association Rights**

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1. Two (2) association representatives will be designated by the Association.
2. Non-employee representatives of the Association shall be admitted to the premises of the County at reasonable times. Such visitations shall be for the reasons of the administration of this Agreement. The Association agrees that such activities shall not interfere with the normal work duties of employees and that any contact with individual employees or groups of employees, unless mutually agreed otherwise, shall take place during the employee's non-work time.
3. An Association representative shall be relieved of duty for purposes of carrying out the provisions of this Agreement, unless operational demands prohibit. Use of representative time shall not be abused by the employee and/or Association representatives and use of said time will not be unreasonably withheld by the County Manager.
4. Association business shall include the investigation of grievances, representation of employees at any step of the grievance procedure, demotion/suspension/termination hearings, and attendance at Labor/Management meetings.
5. Three (3) members of the Association negotiating committee shall be granted leave from duty with full pay for all meetings held for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time when such members are scheduled to be on duty.

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### **Article 7 – Employee Deductions**

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1. The County shall deduct from the wages of those employees who are members of the Association and pay over to the proper officers of the Association monies which the Association advises may be due it from such members, provided that the employee who is a member of the Association has individually and voluntarily authorized such deductions to be made. The form of authorization shall be approved by the County and the Association.
2. The Association agrees to indemnify, defend, and hold the County harmless against any and all claims or suits that may arise out of or by reason of action taken by the County in reliance upon authorization cards submitted by the Association. The Association agrees to refund to the County any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.
3. The Association will certify to the County Payroll Department, in writing, the current rate of membership dues. The County will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
4. The County will not be required to honor for any month's deduction any authorizations that are delivered to it later than seven (7) days prior to the second (2nd) payday of the month.

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## Article 8 – Grievance Procedures

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### 1. DEFINITIONS:

- (a) **Grievance:** An act, omission, application, or interpretation alleged to be in violation of the terms or provisions of this Agreement, which may include but is not limited to wages, hours, and other terms and conditions of employment. All disciplinary disputes will follow the procedure outlined in Article 9.
- (b) **Grievant:** The Association or a County employee or group of employees who are covered by the provisions of this Agreement and who believes him/herself/itself to be adversely affected by the matter being grieved.
- (c) **Working Day:** A working day shall be any day that the County is open for business exclusive of Saturdays, Sundays, and observed holidays.

### 2. PROCEDURES:

- (a) **STEP ONE - INFORMAL RESOLUTION:** Within ten (10) working days from the event creating the grievance or from the date that the grievant(s) could have reasonably been expected to have had knowledge of such event, the grievant(s) shall meet and discuss the grievance with the County Manager or his/her designee. Within ten (10) working days following the meeting, the County Manager or his/her designee shall provide the grievant(s) with a response to the grievance.
- (b) **STEP TWO - FORMAL GRIEVANCE:** If the grievant(s) is not satisfied with the response provided pursuant to subsection (a) above, within five (5) working days after receiving the response, the grievant(s) may submit a formal, written grievance to the County Manager. When the Association is not the grievant, the County shall immediately furnish a copy of the grievance to the Association. Within ten (10) working days from the date the County Manager receives the written grievance, the County Manager or his/her designee will hold a meeting to review and discuss the grievance. If the employee desires a representative to be present at this meeting, the County Manager or his/her designee shall make a reasonable effort to schedule the meeting at a time and place, consistent with the timelines contained herein, to permit the employee's representative to be present. Within ten (10) working days following completion of this meeting, the County Manager or his/her designee will give a written response to the grievant(s)(with a copy to the Association when applicable). Following receipt of the response, if the grievance is not timely advanced to Arbitration pursuant to Article 10, it shall be considered settled on the basis of the decision last made by the County Manager, but such settlement shall not constitute a precedent in any other case.
  - i. **Required Documentation:** A written grievance must include a statement fully setting forth the facts surrounding the grievance, detail the specific provision of this Agreement alleged to have been violated and identify the remedy sought and must be signed and dated by the grievant(s). At the time a grievance is submitted, the grievant(s) shall furnish the County

Manager with copies of any and all written statements, reports, documents, or other information, in whatever form, relied on by the grievant(s) in bringing, or in support of the grievance. For the purpose of attempting to resolve grievances prior to arbitration, the parties shall make full disclosure to each other of all facts and evidence known to them that bear on the grievance.

3. TIME LIMITS:

The time limits and other provisions set forth in this Article cannot be extended or waived unless mutually agreed in writing, and failure on the part of the Association to comply with the time period set out above shall result in the grievance being considered waived or abandoned. The County may raise the issue of the timeliness or waiver up to and including at arbitration and its failure to raise the issue previously will not be deemed to invalidate the defense. If the County fails to respond within the time limitations outlined herein, the Association may proceed to the next step of the grievance process and shall not be deemed a waiver.

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**Article 9 – Discipline & Discharge**

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1. The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, , suspension without pay, or discharge.
2. The employees subject to this Agreement are professional level employees and, as such, are ultimately responsible for the effective and efficient operation of their departments or offices. The scope of “cause” for purposes of this Article shall include a proven failure to successfully manage all aspects of his/her department’s or office’s operations in the best interests of the County. “Cause” shall not be limited to instances of wrongdoing, but may include general failure or inability to assure department or office performance up to the standards set by the County Manager and/or the Board of Commissioners. Any charge brought alleging “failure to perform to County standards” will require a showing that such standards were communicated to the affected employee, in writing, in sufficient form and time to reasonably allow satisfactory compliance. Such communication shall not be required when such standards are in a job description, applicable law or regulation, or professional standard which applies to the programs, services, or operations which the employee manages for the County.
3. The level of severity of the discipline is dependent on the nature of the act and the circumstances. When an infraction does not warrant discharge, the disciplinary action will be based on the severity of the infraction and take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension without pay; or (4) discharge. One or more actions of 1 through 3 may occur prior to discharge; however, the County reserves the right to omit any progressive discipline step and/or to discharge without progressive discipline, depending upon the nature and severity of the act.



4. Any record of disciplinary action, excluding oral warnings and reprimands, in order to remain effective, must be placed in the employee's official personnel file.
5. Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.
6. Upon written request of the employee to the County Manager, any written warnings and/or reprimands that were issued more than thirty-six (36) months prior to the request shall be removed from the employee's personnel file and shall not be used in future disciplinary matters, provided that no intervening discipline has occurred. If ensuing discipline occurs, a new period of thirty-six (36) months shall commence from the latest disciplinary action.
7. At the time the employee's supervisor issues a written reprimand, it shall also provide a copy of the reprimand to the Association President. In the event of an oral or written reprimand, the decision of the employee's supervisor is final.
8. In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the County or substantially disrupt County operation, the County may immediately suspend the employee up to ten (10) days. Following removal of the employee from the workplace, notice will be given to the Association of the action taken and the basis for such action.
9. Except as otherwise permitted in Section 8 above, the employee's supervisor shall notify the Association of his/her intent to suspend an employee without pay. When suspension without pay is contemplated, the employee shall be entitled to a meeting with the employee's supervisor at which time the employee and the Association must be informed of the allegations and given the opportunity to respond.
10. Within ten (10) days from the date that a suspension without pay is implemented, the Association may appeal said suspension to the County Manager. The appeal must be in writing and state the basis of appeal. In the event the suspension was issued by the County Manager, the Association shall not appeal to the County Manager but may appeal to arbitration following the procedures set forth in Article 10.
11. Within ten (10) days of receipt of a timely filed appeal of a suspension without pay, the County Manager shall reply in writing. Within ten (10) days from receipt of the County Manager's reply, the Association may appeal suspension following the procedures set forth in Article 10.
12. Except as otherwise permitted in Section 8 above, the County may not discharge an employee for cause without first giving the employee and the Association written notice of a minimum of ten (10) working days prior to the action being taken. The employee shall be placed on administrative leave with pay during this period.

The written notice shall include the following:

- (a) A statement that discharge is proposed and the specific charges.

- (b) Copies of any material or documents upon which the proposed action is based.
- (c) A statement that the employee has ten (10) working days to meet with the County to discuss the proposed discharge.

If the employee chooses to meet with the County to discuss the proposed discharge, the employee and an Association representative shall meet with the employee's supervisor and the County Manager, if the County Manager is not the employee's supervisor, within ten (10) working days of the notice of intent to discharge. An extension beyond the ten (10) working days may be requested and granted at the County's option and in such event, the additional days will be without pay. At the meeting, the parties will review the charges and be given an opportunity to state their positions as to whether they are true and reasonable grounds for the proposed action. The County may postpone the discharge to allow for consideration of evidence the employee produced or for further investigation of the employee's response and in such event, the employee will remain on administrative leave with pay until the County issues its decision.

- 13. Within ten (10) days from the date that a discharge is implemented, the Association may appeal said discharge following the procedures set forth in Article 10.
- 14. All correspondence generated by the parties related to events associated with acts of discipline; i.e., notices of proposed or imposed discipline; responses to or from either party; documents being copied to personnel files and records of appeal or grievances shall, during the course of transference or transmission, be sealed and marked "confidential."

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#### **Article 10 – Arbitration**

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- 1. Grievances which are not settled pursuant to Article 8 (Grievance Procedures) or Article 9 (Discipline and Discharge), and which the Association desires to contest further, shall be submitted to arbitration as provided in this Article, but only if the Association gives written notice to the County of its desire to appeal the decision to an arbitrator within ten (10) working days after the County's final decision on the subject grievance or disciplinary suspension or after disciplinary discharge has been implemented.
- 2. Upon the receipt of a timely filed appeal, the County and the Association shall jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS). The selection shall be accomplished by the Association first and the County next, each striking one (1) name from the list in turn until only one (1) name remains.
- 3. Employees called as witnesses shall be released from regularly scheduled duties without loss of pay while they are testifying.
- 4. The decision of the arbitrator, within the limits herein prescribed, shall be final and binding upon the parties to the dispute.
- 5. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other. The function and

purpose of the arbitrator are to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall consider it a function to decide any issue not submitted, or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of the Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because, in his/her opinion, such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before the effective date of this Agreement. The arbitrator shall retain jurisdiction on any matter before him/her until his/her award is finally affected. If the arbitrator finds that the County has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the County.

6. In the appeal of disciplinary action, where the Arbitrator grants the full remedy requested by the party asserting the grievance or sustains the disciplinary action that was imposed by the County, the losing party shall pay all fees and expenses of the Arbitrator and court reporter. In all other cases, all fees and expenses of the arbitrator shall be shared equally by the Association and the County. In all instances, each party shall bear the expense of the presentation of its own case. In the event of a determined undue delay in the scheduling or processing of a request for arbitration, the arbitrator may reduce the amount of back pay to be awarded and require the offending party to pay all costs and fees related to the delay incurred by the complaining party as a result of the delay. The arbitrator may hear and determine only one (1) grievance at a time, unless they are necessarily related or the parties expressly agree otherwise.
7. Prior to the scheduled arbitration hearing, the parties may participate in a pre-arbitration conference with a mediator from the FMCS to attempt to resolve the dispute.

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#### **Article 11 – Probationary Period**

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1. All new full-time employees shall fulfill a probationary period of twelve (12) months. During the probationary period following an original appointment and any extension of such period, employment may be terminated at will.
2. A probationary employee shall accrue benefit credit from his/her hire date.
  - a. An employee shall become eligible to use sick leave upon completion of thirty (30) days of service.
  - b. An employee shall become eligible to use annual leave upon completion of six (6) months of service.

- c. An employee shall be eligible to use his/her group insurance benefits at such time as is provided by the insurance plan then in effect and/or chosen by the employee.
- 3. New probationary employees shall not constitute a part of the bargaining unit. They may, however, join the Association.
- 4. Probationary employees shall receive a written performance evaluation at the completion of their third, sixth, and eleventh month of their probationary period, when applicable.

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**Article 12 – Temporary Transfers**

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- 1. An employee who is temporarily assigned, in writing, and accepts the full responsibilities of a position of a higher classification shall be paid for the actual hours worked, at a rate equal to ten percent (10%) above his/her regular hourly rate or the minimum rate of the classification in which the employee temporarily is working, whichever is greater.
- 2. All acting pay must be approved by the County Manager or the Board of Commissioners in the absence of the County Manager.
- 3. Any employee receiving appointment to a position from which s/he has been serving in an acting capacity shall be credited with all time served towards completion of the twelve (12) month probationary period for regular service.

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**Article 13 – Hours of Work**

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- 1. The Association recognizes that the employees who are subject to this Agreement are professionals and, as such, are compensated on the basis of performing all tasks and other duties required to assure the full, efficient, and effective operation of their offices or departments, not on the number of hours worked. The Association further recognizes that the salary schedules by which the employees are paid have been developed in a manner intended to reflect the broad scope of the employees' responsibility and the fact that the employees' ordinary work day and work week will or may consist of more than eight (8) or forty (40) hours, respectively.
- 2. Except as reflected below, employees shall not be entitled to overtime compensation or compensatory time for hours worked in excess of eight (8), ten (10) or twelve (12) hours in a work day or in excess of forty (40) hours in a work week.
  - (a) Except when necessary to address exigent circumstances, problems, or issues, the County will not schedule staff meetings, in-house training, or orientation outside of regular business hours; nor shall an employee be required to work on a holiday, except in an emergency.
  - (b) An employee who is required to work any amount of time on a holiday shall be awarded twelve (12) hours of personal leave time. If the accrued leave time cannot reasonable be used within ninety (90) days following its accrual, the County shall pay the affected employee in cash at straight time his/her hourly rate of pay.

- (c) An employee who consistently must work more than forty (40) hours per week, due to the demands of his/her responsibilities, or who works an extraordinary number of hours during a limited period of time due to emergent or periodic projects or issues, may be awarded personal leave time of not more than fifteen (15) days per calendar year.
  - i. An employee who believes s/he is eligible for an award under this Sub-section shall submit a personal leave award request to the employee's supervisor.
  - ii. The request will be granted unless there is a preponderance of substantive evidence showing the requesting employee has failed to satisfy the qualifications noted above.
- (d) Personal leave time awarded pursuant to Sub-sections (c) above shall not be annual leave or compensatory time; shall be used within ninety (90) days of award or it will be lost; and shall not be paid out in cash if the employee resigns, retires, or otherwise leaves the employ of the County before using the leave time.

- 3. When an employee is on approved leave, s/he will not be required to carry a pager, a cell phone, or respond to calls or messages provided s/he notices the employee's supervisor of a telephone number at which s/he may be reached in the event of an urgent need requiring immediate response and the employee notifies their supervisor, in writing, of the person assigned to "act" in his/her stead.

In the event the employee's leave is interrupted by the employee's supervisor as a result of circumstances contemplated by this Section, for each such event of interruption, the employee shall be reimbursed the amount of time actually affected but, in no event, less than one quarter of a working day.

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**Article 14 – Employee Education Programs**

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- 1. The County is committed to encourage and assist its employees in increasing and broadening their skills and knowledge through continued education in areas that will contribute to their job performance. To this end, and to the extent permitted by the available resources of the County, as determined by the County Manager and/or the Board of Commissioners, the County agrees to establish education and training programs and policies that will support this commitment.
- 2. Except when prevented by the operational needs of the County or the employee's department or office, once an employee is approved for a training program, s/he shall be allowed to take and conclude such training without interruption.

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**Article 15 – Miscellaneous Leaves**

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- 2. **Military Leave:** Military leave shall be granted in accordance with applicable state and federal laws.
- 3. **Jury Duty:** An employee who serves on a jury or appears in court on behalf of the County for any purpose, causing a loss of regularly scheduled work, shall receive regular pay for

the time lost. Any compensation received by the employee for serving on a jury or appearing as a witness on behalf of the County immediately shall be submitted to the County Treasurer.

4. **Leave Without Pay:** Upon advance written application to the County Manager, an employee may be granted a leave of absence without pay for a period not to exceed thirty (30) calendar days, without prejudice to his/her status.
  - (a) Unpaid leaves of absence will be extended beyond thirty (30) calendar days only when prior to the expiration of the initial leave period, an employee requests, in writing, an extension of the leave period. The County Manager may require supporting documentation as s/he may deem necessary. Extensions shall be at the sole discretion of the County Manager.
  - (b) Employees shall not be required to use any paid leave prior to being granted unpaid leave.
  - (c) The employee will pay all insurance premiums during his/her unpaid leave, after the first thirty (30) days.
  
5. **Voluntary Emergency Services:** Pursuant to the provisions of the law, any employee member of a volunteer emergency service called to duty during his/her regular hours of work shall be released for all hours required without loss of usual pay or benefits.
  - (a) Where the emergency service of which the employee is a part operates on a voluntarily established and preset schedule for "on-call" (i.e., carrying a beeper or otherwise being designated as first to be called out on an emergency), that employee shall not volunteer or otherwise allow him/herself to be scheduled as "on-call" for such volunteer emergency service during his/her normal working hour, without the approval of the County Manager.
  - (b) If the employee is a part of a general nonscheduled pool of volunteer emergency service personnel and is called out, or if the employee is not "on-call" for a scheduled service but nonetheless is called out by that service due to unforeseen circumstances, the employee shall be released for all hours required without loss of usual pay or benefits.

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#### **Article 16 – Retirement Contributions**

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1. The County and the Association agree that all eligible employees shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.
2. The County will pay the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS 286. Any increase in the percentage rate of the retirement contribution above the rate set forth in NRS 286 on May 19, 1975, shall be borne equally by the County and the employee except as otherwise provided herein and shall be paid in the manner provided by NRS 286. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half of the percentage decrease. Any such

increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.

3. In the event that the retiree is eligible for Medicare benefits and is also eligible to receive continued health, dental and vision coverage from Nye County through retirement benefits, the County may opt to provide that coverage through an alternative benefit plan provided and administered through the County's insurance carrier at the time. At no time will the coverage provided through the alternative plan be less than that of the plan offered County employees at the time.
4. The term "retirement contribution" does not include any payment for the purchase of previous credit service on behalf of any employee.
5. Upon retirement from service with Nye County, and as defined by PERS, the County shall pay all or part of the health insurance premium, including dental and vision care, at the percentage amounts prescribed below, based upon years of service and date of hire. The County shall not provide life insurance benefits for employees who retire on or after July 1, 2007.
  - a. For employees whose date of hire into regular positions with Nye County is before April 20, 1999, and who has completed seven (7) years of service without a break in service of more than two (2) years since his/her most recent date of hire to regular County employment, the County shall pay 100% of the amount paid by the County for "employee only" health insurance premium, as that amount may change from time to time.
  - b. For employees whose most recent date of hire into regular positions with Nye County is on or after April 20, 1999, the County will pay the percentage of the "employee only" insurance plan provided by the County indicated below for employees who have completed the years of service indicated.

<u>Minimum Years of Service Completed</u>	<u>% of Premium Paid by the County</u>
Fifteen	50%
Twenty	75%
Twenty-five	100%

- c. In order to maintain eligibility for continued health care coverage with Nye County, Medicare eligible retirees & spouses of the same are required to elect Medicare Part A and enroll in Medicare Part B. Coverage for Medicare eligible retirees will be with a Medicare Supplement plan offered by the carrier at the time.

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**Article 17 – Service Connected Disability**

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1. All eligible employees shall be covered by a workers' compensation program of the County's choice that conforms to the provisions of the Nevada Industrial Act (NRS 616), the Nevada Occupational Diseases Act (NRS 617), and the Public Agency Compensation Trust (PACT).
2. In the event that an employee is injured and has applied for benefits under the PACT, the employee must use accrued sick leave during the qualifying waiting period. If the employee does qualify for benefits after the waiting period, the sick leave days used will be returned and credited to the employee. If the employee does not qualify, then the employee must continue to use sick leave while absent from work.
3. In the event an employee is absent due to a job-related injury or illness which has been approved by the PACT, the employee may receive compensation as determined by the PACT plus that amount from the County which would cause the total amount received by the employee from both the PACT and the County to equal his/her salary at the time of his/her injury, for a period not to exceed sixty (60) working days. During this period, the employee shall not be charged with the use of sick leave or state retirement benefits.
4. It is the intent of the County to pay the on-the-job injured/ill employee the difference between his/her full bi-weekly base salary and that provided by PACT. Therefore, the employee shall return to the County all temporary total disability payments made by the PACT for the sixty (60) day period listed in Section 3 of this Article. No supplemental benefit provided for in Section 3 shall be given until after the employee has deposited his/her lost time benefit check with the County. Upon expiration of the sixty (60) working days, if the employee is still unable to work, s/he may elect to use accrued sick leave.
5. When accrued sick leave has expired, and the injured/ill employee is still unable to return to work, s/he will then be permitted to use accrued vacation leave. Subsequent to the expiration of both the employee's sick and vacation leave, the employee shall receive compensation checks directly from the PACT, and s/he shall be considered to be on a leave of absence without pay from the County.
6. All paid leave will accrue during injury leave only to the extent that the employee is on any form of paid leave.

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**Article 18 – Alternate Income Investment Plans**

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The County agrees to make available a tax sheltered annuity program and/or a deferred compensation plan for the employees as provided for in the Internal Revenue Code. Contributions shall be paid solely by the employees and the County shall not be responsible for any outcome from such investments.

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**Article 19 – Health & Safety**

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1. The County will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with all laws and regulations applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the County.



- (a) Any medical reports, dental reports, or examination the County requires of an employee beyond those normally provided to the employee by the employee's usual medical or dental provider shall be paid by the County.

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#### **Article 20 – Sick Leave**

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1. Employees are entitled to sick leave with pay. Sick leave shall accrue at the rate of ten (10) hours for each month of service for full-time employees. Unused sick leave shall continue to be carried over and added to the next accumulation, without a maximum total accrual amount.
2. Prior to the use of sick leave, an employee who is ill or unable to work for any reason shall notify his/her supervisor, or the County Manager or his/her designee. In the case of a continuing illness, the employee shall continue to notify his/her supervisor, or the County Manager or his/her designee, on a daily basis of his/her inability to report to work.
3. Sick leave with pay may be used by employees who:
  - a. Are incapacitated by illness or injury from the performance of their duties or whose attendance is prevented by public health requirements; or
  - b. Are required to absent themselves from work to attend to the death of a family member who is within the third degree of consanguinity or affinity; or
  - c. Are required to absent themselves from work to personally care for a member of their family who are listed as a: spouse, child, father, mother, father-in-law, mother-in-law, foster child, stepchild, brother, sister, or grandparents.
4. An employee who has completed at least five (5) years creditable longevity service shall be compensated for a percentage of his/her accrued sick and disability leave upon separation from service due to resignation, retirement, disability, or death. If the separation is due to death of the employee, the compensation due will be paid to the beneficiary(ies) designated by the employee. The compensation shall be equal to the number of hours of accrued sick and disability leave, up to a maximum of 1,000 hours, multiplied by the appropriate percentage of accrued sick and disability leave which is eligible for compensation (see table below), multiplied by the employee's hourly salary at the time of separation from service.

Completed Years of Creditable Longevity Service	Percentage of Accrued Sick Leave Eligible for Compensation
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%
11	52.5%
12	55%
13	57.5%
14	60%
15	62.5%
16	65%
17	67.5%
18	70%
19	72.5%
20 or more	75%

If an employee so chooses, immediately preceding retirement directly from County employment into the PERS system, he/she may elect to convert all of his/her accrued sick leave compensation provided for within the credit schedule listed above into service credit with Nye County, consistent with the procedures and regulations of the Public Employees Retirement System.

5. If an employee uses forty (40) hours or less of sick leave from the first pay period in January through the last pay period in December, the employee shall be entitled to exchange twenty-four (24) hours of sick leave for (24) hours of additional annual leave. For purposes of this provision, the first sixteen (16) hours of sick leave per each occurrence used for attendance at a funeral shall not be counted.
6. Pursuant to the provisions of Public Law 103.3, effective August 5, 1993, family and medical leaves are defined and will be granted as follows:
  - a. Family leave is a period of paid and/or unpaid leave up to twelve (12) weeks during a "rolling" twelve-month period measured backward from the date an employee uses any federal Family and Medical Leave Act (FMLA) leave. FMLA leave will be granted for the birth of, adoption of, assuming foster care of, or in some other legal fashion becoming the guardian of a child generally under the age of eighteen (18) years.
  - b. Medical leave is a period of paid and/or unpaid leave up to twelve (12) work weeks during any twelve-month period required to medically care for a spouse, son, daughter, parent, or oneself.

7. Catastrophic Leave Pool: Employees may contribute unused sick leave to a pool for use by other eligible employees in the bargaining unit under the following circumstances:
  - (a) The employee making the donation must have five (5) years of service with the County and must have two hundred forty (240) hours of accrued sick leave in his/her own sick leave account after the donation has been made.
  - (b) An employee must donate a minimum of eight (8) hours and may not donate more than eighty (80) hours in any year.
  - (c) An employee cannot make more than two (2) donations in any year.
  - (d) All donations must be made in writing.
  - (e) All donations go into a pool for use by any eligible employee.
8. All donations placed into the pool will be converted to a money value based upon the current base hourly salary of the employee making the donation. All withdrawals will be charged to the pool based upon the base hourly salary of the employee withdrawing leave from the pool.
9. Employees may withdraw leave from the pool for use under the following circumstances:
  - (a) The individual has at least one (1) year of service as a regular employee and is eligible to use sick leave for the absence.
  - (b) The employee has used all available paid leave time for which s/he is eligible (including sick leave, vacation, paid holiday time, and compensatory time off).
  - (c) The absence is not the result of an on-the-job injury or occupational disease.
  - (d) The employee presents a doctor's certification that s/he cannot perform the regular duties of his/her job or a set of modified duties offered by the County.
  - (e) The medical condition necessitating the leave is life threatening and requires a lengthy convalescent period.

The maximum amount of time for which an employee may draw leave from the pool is six (6) months.

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#### **Article 21 – Holidays**

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1. The County and the Association agree that the following legal holidays will be observed:
  - New Year's Day: January 1
  - Martin Luther King Day: Third Monday in January
  - President's Day: Third Monday in February
  - Memorial Day: Last Monday in May
  - Independence Day: July 4
  - Labor Day: First Monday in September
  - Nevada Day: Last Friday of October
  - Veteran's Day: November 11
  - Thanksgiving Day: Fourth Thursday in November

- Family Day: Friday following the Fourth Thursday in November
- Christmas: December 25

- (a) Any day that may be declared as a legal national holiday by the President of the United States.
- (b) Any day that may be declared a legal holiday by the governor of the State of Nevada.

2. If any of the above holidays fall on Sunday, the following Monday shall be considered as the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday.
3. An employee, in order to be entitled to a legal holiday as provided, shall be on pay status on his/her scheduled work day immediately preceding and immediately following such holiday.

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**Article 22 – Annual Leave**

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1. The County and the Association agree that annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.
2. An employee shall be eligible to take annual leave after six (6) months on the job and thereafter with the approval of his/her supervisor.
3. The maximum annual leave accrual allowed on December 31 of each year is two hundred forty (240) hours. If operational demands prohibit the taking of accrued annual leave, effective on December 31 of each year, a maximum of one hundred twenty (120) hours of annual leave accrued that exceeds two hundred forty (240) hours will be converted to cash at the affected employee's hourly rate and paid to such employee by separate check on the second pay day of the first pay period of the calendar year. Any hours of annual leave in excess of two hundred forty (240) hours which have not been used by the end of the day December 31 of any year and that exceed 360 hours shall be forfeited by the accruing employee. Only two hundred forty (240) hours of accrued annual leave shall be carried over into any new calendar year.
4. Upon approval by the County Manager, advanced annual leave may be granted. In no case shall more than forty (40) hours of advanced annual leave be granted to an employee. If an employee terminates employment with the County prior to repaying the unearned advanced leave, the amount of the remaining unearned advanced leave shall be deducted from the employee's final paycheck.
5. Full-time employees shall accrue annual leave monthly, as follows:

<u>Length of Service</u>	<u>Hours Accrued</u>
Hire date to 5th anniversary date	10
5th anniversary date to 10th anniversary date	12
After the 10th anniversary date	14

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**Article 23 – Longevity**

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1. An employee hired prior to July 3, 1985 who has completed four (4) years of continuous creditable employment with the County shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed twenty percent (20%).
2. An employee hired after July 3, 1985 who has completed four (4) years of continuous creditable employment with the County shall receive longevity pay at the rate of one percent (1%) per annum of his/her base salary, not to exceed ten percent (10%).
3. An employee hired after April 20, 1993 who has completed six (6) years of continuous creditable employment with the County shall receive longevity pay at the rate of one-half of one percent ( $\frac{1}{2}$  of 1%) per annum of his/her base salary, not to exceed ten percent (10%).
4. An employee hired after April 20, 1999 who completes eight (8) years of continuous employment shall receive longevity pay. Upon completion of eight (8) years of continuous service, the employee shall receive an additional four percent (4%) of his/her bi-weekly base salary. For each year of continuous service thereafter, the employee shall receive an additional one-half of one percent ( $\frac{1}{2}$  of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached.

**Note:** Under Sections 3 and 4 above, an employee who has completed eight (8) or more years of continuous service will receive the same amount of longevity pay each year. Example: Under Sections 3 and 4, an employee who has completed ten (10) years of continuous service will have five percent (5%) in longevity pay added to his/her base rate of pay.

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**Article 24 – Insurance**

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1. The County and the Association agree that, effective the first month following thirty (30) days of employment, the County will pay the cost of group health, dental, vision, and \$100,000 of term life insurance for each individual employee covered by the provisions of this Agreement. The medical benefit levels will be equivalent to those delineated in and provided by the County's insurance carrier at the time.
2. The County shall pay the following amounts toward the cost of dependent health insurance purchased by the County through the County's group insurance plan by current employee:

For coverage of a spouse only	\$143.75/month
For coverage of a child or children only	\$108.75/month
For coverage of a full family	\$152.50/month
3. The parties acknowledge that the insurance companies may not offer one or both existing plans at the time of renewal. In the event that the current plan becomes unavailable at renewal time, the replacement plan shall provide as close to current benefits as is practical and available.
4. Because of the extensive travel often times associated with access to a doctor's care, employees may utilize up to three (3) days (twenty-four (24) hours for eight (8)-hour shift

personnel and thirty (30) hours for ten (10)-hour shift personnel) per insurance year of sick leave for attendance at a specialist, vision, or dental doctor's office/laboratory outside of the community where the employee lives, when such service is not available in the community within a reasonable period of time, without such days being considered "use" for purposes of Article 21, Section 5 herein.

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#### **Article 25 – Salary Step Adjustment**

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1. Salary step adjustments must be recommended by the employee's supervisor and approved by the County Manager. Salary step adjustments are based on job performance.
2. Employees who meet all of the performance requirements of the position and comply with all of the County rules, regulations, and policies will be eligible for a one-step increase within the salary grade to which their classification has been assigned, upon completion of each year's service as indicated by the employee's service date. Such eligibility will continue until the employee is at the top step of the salary range.

The date on which an employee becomes eligible for consideration for step advancement is known as the anniversary date. When approved in writing, step advancements will become effective at the beginning of the pay period in which the employee's anniversary date occurs.

3. An employee whose performance is considered to be outstanding may be eligible to be considered for advancement of one salary step within the allocated salary grade after completing at least six (6) months in the present step. Any decision by the County Manager to grant an outstanding step adjustment increase must be fully justified in writing. No employee shall receive an outstanding step increase of more than one step within a twelve (12) month period from the date of the award of such increase.
4. In the event and at any time a determination is made and the parties agree that an employee is being paid at a rate that exceeds the top step in the range for his/her class, a meeting will be convened wherein an agreement shall be pursued to decide whether such employee shall be Y-rated (frozen) at his/her current rate of pay until the top step of the salary range for the employee's new class equals the employee's current base rate of pay. Failure to reach an agreement shall result in the pursuit of mediation through the auspices of the Federal Mediation & Conciliation Service to seek an agreement.
5. When a step advancement is delayed solely through administrative delay or clerical error, the proper adjustment shall be made retroactive to the date it was originally due at a point no later than two (2) weeks beyond the scheduled due date. If two (2) weeks following an employee's anniversary date, the County has not completed a formal evaluation of an employee who would otherwise have been eligible for a step increase, the County will move the employee to the next step in the salary range effective the first of the next pay period. If the evaluation is later completed of the employee's performance, and the evaluation shows the employee was not eligible for the step increase, the employee shall be returned to his/her previously-held step in the salary

range. The employee shall not be required to repay the County for the compensation previously paid.

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#### **Article 26 – Wages**

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1. There shall be no COLA (cost of living adjustment) or other across the board wage increase during the term of this contract.
2. The County recognizes that from time to time certain employees may be under an unusually heavy workload on-call schedule. The County Manager may, from time to time, in his or her absolute discretion, designate one or more employees to be in heavy workload or heavy on-call (HWOC) status. The County Manager may also, in his or her absolute discretion remove the HWOC designation from any employee at any time. The County Manager's decision to bestow the HWOC designation or remove the HWOC designation shall not be grievable and shall not be covered by the Grievance and Arbitration Procedures of this Agreement.

For each full pay period while in HWOC status the employee shall receive a payment of \$250.

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#### **Article 27 – Travel**

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Employees shall be reimbursed for necessary living expenses incurred while traveling on County business, as provided for in the County's general travel policy.

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#### **Article 28 – Layoff Procedure**

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1. A layoff is defined as an involuntary separation from employment due to lack of work or lack of funds asserted by the County Board of Commissioners. A layoff does not reflect discredit upon the employee.
2. When the County Board of Commissioners or its designee proposes to eliminate a County-funded position which is currently filled, the following procedures will be implemented:
  - (a) The County shall give written notice to the Association at least twenty (20) calendar days prior to notifying any employee of the proposed effective date of elimination of the position(s).
  - (b) The County shall give written notice to the employee at least ten (10) working days prior to the proposed effective date of elimination of the position, stating the reason(s) for eliminating the position and the employee's rights to accept another position in accordance with this Article.
  - (c) The order of layoffs within a department shall be:
    - i. Temporary employees;
    - ii. Part-time employees;
    - iii. Initial employment probationary employees;
    - iv. Regular employees in the reverse order of their seniority within the classification and within the department in which the layoffs are being made. If a tie in seniority exists between employees, the order of the

layoff shall be determined by time in service with the Department. If a tie continues, the order of layoff shall be determined by the department in such manner as to conserve for the County the services of the most qualified employee. The reasons for the decision shall be based on documents placed in the employees' personnel files at least ninety (90) calendar days before the date of written notice to the Association.

3. Each full-time regular employee who is laid off shall have the right to elect a reduction to a position in a classification covered under this Agreement with a lower pay grade in his/her current department. Such reduction shall be to a position which is within the same department and:
  - (a) Is currently filled by the employee with the least seniority; or
  - (b) Is a position which has been authorized and planned to be filled. The employee who wishes to be reduced in classification within their department must have greater seniority in the same series or family of job classifications as the current employee, and must demonstrate s/he currently is qualified to fill the position.
4. An employee's appointment shall not be terminated before the employee has been made a reasonable offer to elect a reduction pursuant to paragraph 3.
5. An employee who is laid off shall be paid for all accrued vacation and compensatory time off at time of his/her layoff.
6. A laid off employee shall be recalled to a position in the same department and same classification from which s/he was laid off within eighteen (18) months, in the reverse order of layoff. Recall shall be used to fill any vacancy for which a recall lists exists.
  - (a) A laid off employee shall be notified by certified mail at his/her last known address when s/he is recalled.
  - (b) A laid off employee may be required to show that s/he remains qualified to perform the essential functions of the position to which s/he is being recalled before being re-employed.
  - (c) A recalled employee must respond within fourteen (14) calendar days of the date of mailing by certified mail or delivery in person of a recall notice that s/he is accepting the offer of re-employment on the date specified in the offer, or s/he shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within fourteen (14) calendar days of mailing, the County may proceed to fill the position with the next eligible person on the recall list.
  - (d) Upon re-employment, a recalled employee shall have the seniority and benefit accrual rates s/he enjoyed at the time of layoff, subject to changes made through collective bargaining.



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### **Article 29 – General Savings Clause**

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1. If any provision of this document or any application of the document to any person or persons covered herein is found to be contrary to federal law or the Nevada Revised Statutes, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in federal law or the Nevada Revised Statutes that would invalidate or supplement any provision of this Agreement, excluding changes in Chapter 288, Nevada Revised Statutes, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.
2. In the event Chapter 288 of the Nevada Revised Statutes is amended, the parties, through a committee of not more than four (4) representatives each, will meet within thirty (30) days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

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### **Article 30 – Moving Expenses**

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If an employee is transferred from Pahrump to Tonopah or from Tonopah to Pahrump, the employee shall have his/her reasonable moving expenses paid to a maximum of \$2,000.00 and living expenses paid by the County for a period not to exceed thirty (30) calendar days if s/he is not given at least thirty (30) calendar days' notice of the change in assignment. The reimbursement shall be made for days worked at the new work site from the date of notice to the employee until thirty (30) calendar days have elapsed. If the employee voluntarily leaves County employment sooner than one (1) year after the date of transfer, the employee shall repay to the County all money which it had paid to the employee to reimburse moving expenses.

As a condition of the moving expense reimbursement, the employee shall be required to execute authorization for the County to withhold the amount of reimbursement (or a portion thereof) from the employee's final paycheck.

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**Article 31 – Term of Agreement**

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1. This Agreement shall be effective February 6, 2018 and shall remain in effect until the last day of June 2019.
2. It is agreed that the County may re-open this Agreement consistent with its rights under **NRS 288.150**. Nothing in this Agreement precludes informal discussions between the parties on any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly executed by their authorized representatives, effective this 6<sup>th</sup> day of February.

Nye County Management  
Employees Association

Nye County, State of Nevada  
Board of Commissioners



By: Darrin Tuck, President



By: John Koenig, Chairman

ATTEST:



Sandra L. Merlino, Nye County Clerk  
and Ex-Officio Clerk of the Board

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**Addendum – Pay Scale**

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**Nye County Management Employees  
Reflects 1.125% PERS reduction effective 7/20/2015**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>15</b>	26.88	28.30	29.79	31.35	32.99	34.72	36.55	38.47
<b>16</b>	28.30	29.79	31.35	32.99	34.72	36.55	38.47	40.49
<b>17</b>	29.79	31.35	32.99	34.72	36.55	38.47	40.49	42.62
<b>18</b>	31.35	32.99	34.72	36.55	38.47	40.49	42.62	44.85
<b>19</b>	32.99	34.72	36.55	38.47	40.49	42.62	44.85	47.21
<b>20</b>	34.72	36.55	38.47	40.49	42.62	44.85	47.21	49.69
<b>21</b>	36.55	38.47	40.49	42.62	44.85	47.21	49.69	52.29
<b>22</b>	38.47	40.49	42.62	44.85	47.21	49.69	52.29	55.03
<b>23</b>	40.49	42.62	44.85	47.21	49.69	52.29	55.03	57.93
<b>24</b>	42.62	44.85	47.21	49.69	52.29	55.03	57.93	60.98
<b>25</b>	44.85	47.21	49.69	52.29	55.03	57.93	60.98	64.18
<b>26</b>	47.21	49.69	52.29	55.03	57.93	60.98	64.18	67.55
<b>27</b>	49.69	52.29	55.03	57.93	60.98	64.18	67.55	71.09
<b>28</b>	52.29	55.03	57.93	60.98	64.18	67.55	71.09	74.82
<b>29</b>	55.03	57.93	60.98	64.18	67.55	71.09	74.82	78.75
<b>30</b>	57.93	60.98	64.18	67.55	71.09	74.82	78.75	82.89
<b>31</b>	60.98	64.18	67.55	71.09	74.82	78.75	82.89	87.25