

AGREEMENT BETWEEN

PERSHING COUNTY  
AND THE  
PERSHING COUNTY EMPLOYEES'  
ASSOCIATION

July 1, 2019 – June 30, 2022

## Table of Contents

ARTICLE 1. PARTIES .....	1
ARTICLE 2. AUTHORIZED AGENTS .....	1
ARTICLE 3. RECOGNITION .....	1
ARTICLE 4. DEFINITIONS.....	2
ARTICLE 5. ASSOCIATION RIGHTS .....	2
A.    Bulletin Boards.....	2
B.    Use of County Facilities.....	3
C.    Informal interdepartmental Mail System.....	3
D.    Copy Machines.....	3
E.    Association Representatives.....	3
F.    Dues deductions.....	4
G.    List of Bargaining Unit Employees.....	4
ARTICLE 6. COUNTY RIGHTS AND RESPONSIBILITIES.....	5
ARTICLE 7. EMPLOYMENT STATUS OF EMPLOYEES.....	5
A.    Status of Employees.....	5
B.    Probationary Period.....	6
C.    Probation Upon Voluntary Transfer or Promotion.....	6
D.    Appointment to Split Level Classification.....	6
ARTICLE 8. WAGES .....	7
A.    Wage Adjustments.....	7
B.    Merit Step Increases.....	7
C.    Review Date.....	8
D.    Extended Service Recognition (ESR).....	8
E.    Special Handling of Persons Paid above Step 10 as of July 1998.....	8
F.    Step Placement on Reclassification.....	8
G.    Standby Pay.....	8
H.    Call Back.....	9
I.    Shift Differential.....	9
ARTICLE 9. MEDICAL INSURANCE AND PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) .....	10

A.	Joint Insurance Committee. ....	10
B.	Health Insurance Eligibility. ....	10
C.	County Contribution. ....	10
D.	Public Employees Retirement System (PERS). ....	11
E.	Worker’s Compensation Benefits.....	12
ARTICLE 10.	HOURS.....	12
A.	Work Hours. ....	12
B.	Rest Period. ....	12
ARTICLE 11.	OVERTIME.....	13
A.	Defined. ....	13
B.	Overtime Compensation. ....	13
C.	Compensatory Time Off.....	13
D.	Budgetary Constraints.....	13
ARTICLE 12.	LEGAL HOLIDAYS.....	13
A.	Defined. ....	13
B.	Work on Holiday.....	14
C.	Personal Leave. ....	14
D.	Holiday on Leave. ....	14
ARTICLE 13.	ANNUAL LEAVE .....	14
A.	Accrual. ....	14
B.	Schedule of Accrual of Annual Leave: .....	15
C.	Accrual during first Six Months. ....	15
D.	Payment on Separation. ....	15
E.	Payment on Death. ....	15
F.	Maximum Accrual.....	15
G.	Approval for Use of Annual Leave. ....	15
ARTICLE 14.	SICK LEAVE.....	16
A.	Entitlement. ....	16
B.	Sick Leave Accrual.....	16
C.	Maximum Accrual.....	16
D.	Authorization for Usage. ....	16
E.	Payment for Sick Leave Upon Termination. ....	17
F.	Catastrophic Leave. ....	17
G.	Bereavement/Funeral Leave.....	18

ARTICLE 15. LEAVE OF ABSENCE.....	19
A.    Eligibility. ....	19
B.    Procedure for Short-term LWOP.....	19
C.    Long-term LWOP. ....	19
D.    Family and Medical Leave. ....	19
ARTICLE 16. GRIEVANCE PROCEDURE .....	20
A.    Definitions.....	20
B.    Process. ....	20
C.    General Provisions.....	21
ARTICLE 17. REDUCTION IN FORCE .....	22
A.    Positions to be Eliminated.....	22
B.    Order of Layoff. ....	22
C.    Layoff Appeal Procedure. ....	23
D.    Recall Rights. ....	23
ARTICLE 18. EXTERNAL HEARING OFFICER .....	25
A.    Designation. ....	25
B.    Costs. ....	25
C.    Effect of Decision. ....	25
D.    Authority of EHO. ....	25
E.    Matters Not Subject to EHO Procedure.....	25
F.    Rules of Evidence. ....	26
ARTICLE 19. EMPLOYEE DISCIPLINE.....	26
A.    Basis for Disciplinary Action.....	26
B.    Types of Discipline. ....	26
C.    Types of Disciplinary Actions. ....	26
D.    Minor Disciplinary Actions.....	27
E.    Severe Disciplinary Actions. ....	28
F.    Appeal of Severe Disciplinary Actions. ....	30
G.    Removal of Disciplinary Actions.....	30
ARTICLE 20. PROMOTIONAL CONSIDERATION.....	31
ARTICLE 21. PEACEFUL PERFORMANCE .....	31
ARTICLE 22. FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	31

A.	Full Understanding .....	31
B.	Modification. ....	32
C.	Waiver. ....	32
ARTICLE 23.	SAVINGS PROVISION .....	32
ARTICLE 24.	NON-DISCRIMINATION .....	32
ARTICLE 25.	TERM OF AGREEMENT AND REOPENERS .....	33
APPENDIX A – CLASSIFICATIONS AND SALARY RANGES OF REPRESENTED EMPLOYEES.....		35
APPENDIX B – CONSANGUINITY/AFFINITY CHART .....		37

AGREEMENT  
Between  
PERSHING COUNTY  
and the  
PERSHING COUNTY EMPLOYEES' ASSOCIATION

July 1, 2019 – June 30, 2022

**ARTICLE 1. PARTIES**

This Agreement is entered into by and between the County of Pershing, a political subdivision of the State of Nevada, (hereinafter referred to as "COUNTY"), and the Pershing County Employees' Association (hereinafter referred to as "ASSOCIATION" or "PCEA").

**ARTICLE 2. AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Agreement, the following agents have been designated:

- A. The County's principal authorized agent shall be:  
Larry Rackley  
Chairman, County Commissioners of Pershing County  
Drawer E  
Lovelock, Nevada 89419
  
- B. The Association's principal authorized agent shall be:  
Rachel King  
President  
Pershing County Employees' Association  
PO Box 648  
Lovelock, Nevada 89419  
and  
Phillip Herring  
Business Representative  
Local 3, Operating Engineers  
1290 Corporate Blvd., Reno NV 89502

**ARTICLE 3. RECOGNITION**

The Employer recognizes the Association as the sole collective bargaining agent for all regular employees of the Employer within job classification titles covered by this Agreement as listed in Appendix "A" who are presently employed and subsequently hired by the Employer at its location in Nevada. Both parties agree

not to discriminate against any unit employee because of membership or non-membership in the Association.

#### **ARTICLE 4. DEFINITIONS**

- A “*Appointing Authority*”. As used in this agreement, the Appointing Authority shall be the County Board of Commissioners, an Elected Official or the Elected Official’s designee, a Department Head or the Department Head’s designee.
- B “*Day*”. Calendar day unless otherwise stated.
- C “*Year*”. Calendar year unless otherwise stated.
- D “*Year of Service*”. Twenty-six (26) complete payroll periods of paid, unbroken employment with the County.

#### **ARTICLE 5. ASSOCIATION RIGHTS**

##### *A. Bulletin Boards.*

The County will allow space on County bulletin boards for use by the Association. Reasonable areas may be designated by the Appointing Authority for posting of notices on County bulletin boards shared by the Association. Bulletin boards shall only be used for the following notices:

1. Scheduled PCEA meetings, agenda, and minutes.
2. Information on PCEA elections and the results.
3. Information regarding PCEA social, recreational and related news bulletins.
4. Reports of official business of PCEA, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not include the County in its relations with County employees. All notices to be posted must be dated and signed by an authorized representative of PCEA. Notices shall not be posted for more than thirty (30) days. County equipment, materials, supplies, or informal inter-departmental mail systems shall not be used for the preparation, reproduction, or distribution of notices, except as specifically allowed below, nor shall such notices be prepared by County employees during their regular working time.

*B. Use of County Facilities.*

County meeting room facilities will be made available upon timely request for use by the Association.

*C. Informal interdepartmental Mail System.*

The County agrees to allow limited use of the County's informal interdepartmental mail system by the Association. Such use shall not include materials unsuitable for posting under Section A of this Article.

*D. Copy Machines.*

The County agrees that the Association may use County copy machines provided the following conditions are met:

1. All PCEA usage will be accounted for through the County Clerk's office.
2. PCEA will reimburse the County for the cost of usage, on a strictly cost reimbursement method.
3. All copying will be done off County time.
4. No PCEA use of copying facilities shall interfere with use of such facilities for County business.

*E. Association Representatives.*

The County recognizes and agrees to deal with accredited employee representatives of the PCEA on matters covered by this Agreement.

1. Selection. Selection of Association representatives is the responsibility of PCEA: provided, however, that the total number of accredited representatives shall not exceed four (4).
2. List of Representatives. PCEA shall provide the County with a list of accredited Association representatives and maintain its currency.
3. Paid Release Time. Release time for an Association representative shall be limited to:
  - (a) Meetings with the County Commissioners which have a direct impact on PCEA;
  - (b) Meetings with County management upon its request;

- (c) Attending meetings with management as an employee representative in the grievance or disciplinary procedures; and,
  - (d) Meetings held pursuant to re-openers of this agreement or for the negotiations of a subsequent agreement.
  - (e) The Association shall forgo the one percent (1%) FY 2016/2017 increase as an offset to any current and future costs in relation to an employee's time regarding Association Leave.
4. Authorization Required to Leave Worksite. Prior authorization from the employee's supervisor shall be received by the Association representative before leaving the worksite. Approval of requests for authorized released time under this Article shall not be unreasonably withheld.

*F. Dues deductions.*

The parties agree that for good consideration, the County will provide payroll deduction to the Association on the following terms:

1. *Authorization.* The County shall deduct dues from the salaries of Association members and remit the total deduction to the designated Association officer(s) on a monthly basis. No deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee. No stated restriction shall require the employee to remain a member or continue dues deduction beyond the end of the calendar month of the employee's action to terminate such status.
2. *Amount of Dues.* The Association shall certify to the County in writing the current rate of membership dues. The Association will notify the County of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.
3. *Indemnification.* The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and all other forms of liability which shall arise out of or by reason of action taken or not taken by the County at the request of the Association under the provisions of this Article or through the proper execution of this Article.

*G. List of Bargaining Unit Employees.*

County to provide the Association a list of all Association bargaining unit employees once a year upon request

## **ARTICLE 6. COUNTY RIGHTS AND RESPONSIBILITIES**

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, buildings, facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the service to be provided; to classify positions; to establish initial salaries of new classifications subject to the right of the Association to be notified of such salaries and have ten (10) days within which to request negotiations; to determine the methods, processes, means and places of providing services; and to take whatever action necessary to prepare for and operate in an emergency.

## **ARTICLE 7. EMPLOYMENT STATUS OF EMPLOYEES**

### *A. Status of Employees.*

The following categories of Pershing County employment are:

1. *Regular Full-Time Employees.* Regular full-time employees are employees who are employed to work forty (40) hours or more a week on a regular basis.
2. *Regular Part-Time Employees.* Regular part-time employees are employees who are regularly assigned to twenty (20) hours or more per week but less than forty (40) hours per week.
3. *Part-Time Employees – Less Than 20 Hours.* The County may employ individuals on a part-time basis who are regularly assigned to less than twenty (20) hours per week. Individuals employed less than twenty (20) hours per week are not covered by this agreement and are not eligible for benefits hereunder.
4. *Temporary Employees.* Those individuals employed by the County for a specific time period or for the duration of a specific project or group

*of assignments, but not to exceed one hundred eighty (180) days under any circumstances. Temporary Employees are not covered by this agreement and are not eligible for benefits hereunder.*

- 5. Probationary Employees. The probationary period for employees who are employed as regular full-time employees shall be twenty-six (26) pay periods as shown in Appendix A of this Agreement.*
- 6. Seasonal and Temporary Employees. Seasonal and temporary employees are not covered under this contract and are to be considered at-will employees.*

*B. Probationary Period.*

All newly hired employees of Pershing County who are either regular full-time employees or regular part-time employees will be placed on probation for the equivalent of twenty-six (26) pay periods of full-time service from the date of their hire. Any employee on probationary status may be terminated without cause at any time within the probationary periods. Upon successful completion of the probationary periods, the employee shall go from probationary status to either regular full-time status or regular part-time status. Any employee who has fulfilled the probationary period of time and becomes either a regular full-time employee or a regular part-time employee is entitled to the grievance procedure as provided under this contract. Regular employees whose employment has terminated for other than just cause and return within one year to the same job classification and department will be placed on probation for three (3) months.

*C. Probation Upon Voluntary Transfer or Promotion.*

An employee voluntarily transferring from one position to another or promoting to a higher position shall serve a six (6) month probationary period. Accrued benefits including annual leave, compensatory time off and sick leave, shall not be affected and may be used by the employee at the discretion of the Appointing Authority. Persons who are involuntarily transferred shall not serve a probationary period.

*D. Appointment to Split Level Classification.*

It is recognized that the County requires flexibility in hiring and promoting employees for those class series consisting of two or more levels. The distinction between levels is based upon the degree of responsibility and proficiency that an employee is actually expected to demonstrate rather than the types of duties assigned. Positions may be filled at Level I when they become vacant or by a candidate immediately able to assume the responsibilities of Level II or higher. Promotion from Level I to Level II or higher is based upon

certification from the Department Head that the employee is qualified to perform at that level. The determination that a position is at Level II or higher is vested with the Appointing Authority and is not automatic. Even though an employee may be qualified to assume duties of a higher level class, the Department may not have positions budgeted at the higher class or the County may not have enough higher level work to take advantage of the employee's qualifications.

## **ARTICLE 8. WAGES**

### *A. Wage Adjustments.*

1. FY 2020: Beginning with the first pay period in July 2019, the County's General Wage Schedules shall be increased by One and One-half Percent (1 1/2%) from the schedule in effect as of June 15, 2019.
2. FY 2021: Beginning with the first pay period in July 2020, the County's General Wage Schedules shall be increased by One and One-half Percent (1 1/2%) from the schedule in effect as of June 15, 2020.
3. FY 2022: Beginning with the first pay period in July 2021, the County's General Wage Schedule shall be increased by One and One-half Percent (1 1/2%) from the schedule in effect as of June 15, 2021.

*Should County revenues increase by five percent (5%) or more during FY 2020 or FY 2021, the parties agree to open Article 8(A) for the limited purpose of negotiating increases to the wage scale for the following fiscal year.*

### *B. Merit Step Increases.*

It is specifically understood that the range and step table attached and incorporated as Appendix "A", is to be used to determine merit increases. Eligibility for a merit increase will be determined by each Department Head. The merit increase will be given based on a performance rating of "meets standards" or better and in accordance with the schedule of annual review. The Department Head will complete a review of the work performance of each employee thirty (30) days prior to the employee's anniversary or merit review date and make a recommendation to the Pershing County Personnel Officer regarding the employee's eligibility for a merit increase. These recommendations must be received by the Personnel Officer prior to the employee's review date. Thereafter the Personnel Officer shall determine whether such employee is to receive the merit increase. Should the Personnel Officer not take action on the recommendation until after the review date, any merit increase will be effective on the employee's review date.

*C. Review Date.*

For purposes of this Article, an employee's review date shall be either the employee's anniversary date or the annual date of the last personnel action resulting in a change of classification or pay range for the employee.

*D. Extended Service Recognition (ESR).*

Employees are eligible for Extended Service Recognition for each year of continuous service with the County of Pershing after reaching the final step, Step 10, in their classification's assigned pay range. Extended Service Recognition shall be the equivalent of two percent (2%) above their current pay level. An employee may receive the ESR increase a maximum of 20 years. The ESR increase will be given based on a performance rating of "meets standards" or better and in accordance with the schedule of annual review.

*E. Special Handling of Persons Paid above Step 10 as of July 1998.*

Employees who were on a step for their classification beyond Step 10 shall have further wage movement limited to any general increases applied to their classification's range and one-percent (1%) Extended Service Recognition for each year thereafter on their normal anniversary date of their service (could be beyond ESR Step J).

*F. Step Placement on Reclassification.*

An employee who is in a position that is reclassified to a class with a higher salary range than his/her previous class and who remains in that position shall be moved to the nearest step to their current wage in the higher range and receive a new salary anniversary date if the increase is more than 2.5%.

*G. Standby Pay.*

When an employee is placed on formal standby, he/she shall be paid \$1.50 for each hour so served. If an employee is called back to work while on standby, the employee shall be paid for time worked in lieu of standby pay.

In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by the Department Head requiring the employee to:

1. Review the projected standby assignment schedule within the deadlines established by the applicable department;

2. Wear a County-provided pager, or be available by telephone during standby assignment;
3. Contact the department/dispatch and respond to the callback location within the time period established by the Department Head;
4. Respond promptly to callbacks during scheduled standby time unless the employee has notified the department of the name of another qualified employee who will respond;
5. Refrain from activities that impair the employee's ability to perform assigned duties;
6. Accept the applicable standby pay as referred to above as full consideration for any inconvenience the standby assignment may pose.

*H. Call Back.*

When an employee is off duty, has left the employer's premises and is unexpectedly called back to duty, whether on standby or not, the employee shall be eligible to receive a minimum of two (2) hours pay at the appropriate rate or the actual hours worked, whichever is greater. However, no more than two minimum call backs shall be paid during any daily standby period. Employees called in to work within two hours of their normal starting time shall not be eligible for a minimum call back but shall be credited with actual hours worked as a continuation of their norm workday. Sheriff's Department employees shall continue to receive a three (3) hour minimum call back.

*I. Shift Differential.*

A Sheriff's Dispatch employee is entitled to receive a Shift Differential of one dollar (\$1.00) per hour if he or she works more than one-half (1/2) of his or her shift, including any overtime hours worked, between the hours of 1800 hours (6 p.m.) and 0600 hours (6 a.m.). Where an employee is entitled to receive a Shift Differential, the Shift Differential shall only be applied to the regularly scheduled hours worked, including regularly scheduled overtime, by the employee during his or her shift. A Shift Differential shall not be added to any unscheduled overtime hours worked, nor shall it apply to hours paid but not worked by the employee.

**ARTICLE 9. MEDICAL INSURANCE AND PUBLIC EMPLOYEES  
RETIREMENT SYSTEM (PERS)**

*A. Joint Insurance Committee.*

The Association agrees to participate in a committee comprised of two representatives of the Association, two representatives of other employee organizations and two County representatives to review health insurance issues. From time to time the Committee, upon unanimous vote, may make recommendations to the Board of Commissioners for changes in the benefit plans or vendors. Thereafter, the Board of Commissioners may adopt, modify or reject the recommendations of the Committee.

*B. Health Insurance Eligibility.*

Employees shall be eligible for contribution toward health insurance premiums beginning with the first day of the month following completion of thirty (30) days of employment. For insurance purposes, all persons working for the County are required under the County's policy to be regularly employed in order for the employee to be insured. Eligibility for County health insurance benefits is only provided to employees that are regularly employed by the County for not fewer than twenty (20) hours per week and who have made application and have been issued a Certificate of Insurance.

*C. County Contribution.*

1. *Regular Full-Time Employees.* The County may offer regular full-time employees a choice for enrollment in a County sponsored health care plan. If offered a choice, each employee may choose to enroll in either of the following health care plans offered by the County: (a) County regular health care plan, or (b) County high deductible health care plan.

For FY 2019-2020, the County agrees to contribute a maximum of \$740.00 of the amount due per month towards a full-time employee's health care plan coverage for FY 2019-2020. Any amount required beyond the \$740.00 per month per employee shall be paid by the employee through payroll deduction. Alternatively, should an employee choose to enroll in the County's high deductible health care plan, to the extent that his/her monthly premium is less than \$740.00, the difference between the employee's monthly premium and the County's \$740.00 contribution amount shall be placed in a Health Savings Account for the employee, up to the limit established by the Internal Revenue Service. The employee may include his/her dependents under the County's group health insurance by arranging

for the appropriate payroll deduction to provide coverage. Said contributions and coverage shall be subject to policy restrictions.

For FY 2020-2021 and FY 2021-2022, the County agrees to contribute a maximum of \$740.00 of the amount due per month towards a full time employee's health care plan coverage. If, for FY 2020-2021 or FY 2021-2022, there is an increase in the cost of the healthcare plan(s) offered by the County, the County agrees to contribute an additional ten dollars (\$10), a total maximum contribution of \$750.00, to the amount due per month towards a full-time employee's health care plan coverage for FY 2020-2021 and/or FY 2021-2022. Any amount required beyond the \$740.00 per month per employee, or \$750.00 per month per employee in a fiscal year where there is an increase, shall be paid by the employee through payroll deduction. Alternatively, should an employee choose to enroll in the County's high deductible health care plan, to the extent that his/her monthly premium is less than \$740.00, or \$750.00 if there is an increase, the difference between the employee's monthly premium and the County's \$740.00 or \$750.00 contribution amount shall be placed in a Health Savings Account for the employee, up to the limit established by the Internal Revenue Service. The employee may include his/her dependents under the County's group health insurance by arranging for the appropriate payroll deduction to provide coverage. Said contributions and coverage shall be subject to policy restrictions.

2. *Regular Part-Time Employees.* The County shall contribute to health insurance premiums on a pro-rata basis for those covered employees who are regularly assigned to twenty (20) hours or more per week but less than full-time (40 hours per week).
3. *Continued Coverage.* The County agrees to continue offering employee health insurance coverage. In the event of change to another plan, the benefits to the employee shall not, in any way, be decreased.
4. *Health Care Committee.* The Association may include two (2) of its members on the County Joint Insurance Committee.

*D. Public Employees Retirement System (PERS).*

The County agrees to pay the PERS contribution, including the employer's portion and the employee's portion, in full, for all employees of the bargaining unit. The County agrees to pay any future increases required to be paid by the County as determined by the Legislature or the PERS Board.

*E. Worker's Compensation Benefits.*

All employees are covered by PACT insurance for on-the-job accidents and occupational diseases. Requirements of applicable laws governing Worker's Compensation benefits shall be followed.

**ARTICLE 10. HOURS**

*A. Work Hours.*

Except in emergencies, the workweek of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch hour. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. If such schedules are to be changed, employees shall be given no less than Five (5) days prior written notice of the changes being made.

*Alternate Work Schedules (AWS).* Alternate work schedules may be adopted by individual Department Heads with approval of the County Commissioners.

If the majority of employees in a department propose an alternate work schedule to their Department Head, the Department Head will review the details of the proposal and, within 30 days, meet with the employees to discuss the issue. If the Department Head finds the proposal acceptable, he/she shall propose it to be approved by the County Commissioners. The Commissioners shall retain final authority to approve or deny such a change on either a temporary (trial) or regular basis.

At any time, the Department Head or the County Commissioners may withdraw their approval of the schedule and, may either revise the schedule, or return to the standard work hours.

Employees on AWS shall not receive any advantage in leave accrual or usage as compared to the normal work schedule.

*B. Rest Period.*

Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half work shift of four hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

Breaks shall be scheduled to insure that no office shall have more than one employee on a rest break at the same time.

## **ARTICLE 11. OVERTIME**

### *A. Defined.*

Overtime is that time actually worked as authorized and directed by management which exceeds forty (40) hours per week. For purposes of this Article, Holidays and Annual Leave taken by an employee shall be considered as time actually worked.

### *B. Overtime Compensation.*

Employees who have worked overtime during a pay period shall receive pay at the rate of one and one-half (1 1/2) times the normal base hourly rate.

### *C. Compensatory Time Off.*

If approved by a supervisor, overtime compensation can be taken as compensatory time off. Compensatory time should be used as soon as possible. No employee can accumulate more than 90 hours of compensatory time. If an employee has reached the maximum accumulation of compensatory time and is required to work more overtime, such additional overtime shall be paid at the rate of time and a half.

### *D. Budgetary Constraints.*

Nothing in this Article shall prohibit or limit a department's ability to schedule or reschedule an employee's work hours in order to operate within the confines of budgetary constraints, however, in no event may an employee be rescheduled solely to avoid the payment of overtime.

## **ARTICLE 12. LEGAL HOLIDAYS**

### *A. Defined.*

New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, Family Day and Christmas Day shall be paid holidays for County employees. However if New Year's Day, Christmas, Independence Day, Veterans' Day or Nevada Day falls on a Saturday/Sunday, the preceding/following weekday will be considered a paid holiday for those who work an assigned work schedule of Monday through Friday.

For an employee whose normally assigned work schedule is other than Monday through Friday, the holiday shall be paid/observed on the actual holiday.

In addition to the above paid holidays, any other day that may be appointed by the President of the United States and/or the Governor of the State of Nevada or the Board of County Commissioners shall be a paid holiday for County employees. Each holiday shall be a maximum of eight (8) hours.

*B. Work on Holiday.*

If an employee is required to work on a legal holiday listed above, the employee will be paid eight (8) hours of holiday pay, plus an additional payment computed at the employee's overtime rate for the hours actually worked. Hours worked in excess of regularly scheduled hours on a holiday shall be compensated at the overtime rate of pay.

*C. Personal Leave.*

Regular full-time and part-time employees (20 hours/week or more) shall earn eight (8) hours of personal leave (prorated to Four (4) hours for half-time and six (6) hours for three-quarter time employees) one personal holiday (prorated up to 8 hours) per year which may be used as a whole day or by the whole hour upon request to and with prior approval from their Department Head. Such requests shall not be unreasonably withheld. If not used during the calendar year, the Personal Holiday shall not be carried forward to the succeeding calendar year nor shall any pay be made in lieu thereof.

*D. Holiday on Leave.*

If an holiday falls during an employee's leave, it shall not be charged as leave.

**ARTICLE 13. ANNUAL LEAVE**

*A. Accrual.*

All unit employees who are employed on a continuous full-time basis shall accrue annual leave credits on the basis of the schedule below. Regular part-time employees who work at least twenty (20) hours per week shall earn annual leave on a pro-rated basis, based on the number of hours worked in the pay period. Regular employees who have terminated employment for other than just cause and return to employment in the same classification within six (6) months, shall have their accrual rates restored to their previous levels upon completion of probation.

*B. Schedule of Accrual of Annual Leave:*

Continuous Service	Hours Earned / Hours Paid	Max Hours / Year
1st – 5th year	.0385	80
6th – 10th year	.0577	120
11th year	.0615	128
12th year	.0654	136
13th year	.0692	144
14th year	.0731	152
15th year, and after	.0769	160

Only regular hours paid shall affect annual leave accrual.

*C. Accrual during first Six Months.*

During the first six (6) months of employment, an employee shall accrue, but may not use, annual leave.

*D. Payment on Separation.*

Employees who have completed at least seven months of continuous service and leave the County service shall be paid for unused accrued leave.

*E. Payment on Death.*

If an employee dies who was entitled to accumulated annual leave under the provisions of this Article, the heirs of such deceased employee shall be paid an amount of money equal to the number of hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.

*F. Maximum Accrual.*

The maximum number of hours of vacation any employee may have in his/her accrual bank at any time is two hundred and forty (240) hours.

*G. Approval for Use of Annual Leave.*

All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor. Where an employee is granted annual leave, any rescission of the granted leave by an employee's supervisor may be appealed to the County's Human Resources Representative for a final and binding decision. Such appeal must be issued in writing to the Human Resources Representative within five (5) calendar days of the supervisor's decision to rescind the employee's granted leave. The Human Resources Representative must issue

his/her decision in writing within five (5) calendar days of his/her receipt of the employee's appeal. The decision of the County's Human Resources Representative is final and binding and is not subject to the Grievance Procedure of Article 16 of this Collective Bargaining Agreement.

#### **ARTICLE 14. SICK LEAVE**

*A. Entitlement.*

All unit employees who are employed on a continuous full-time basis shall be credited with sick leave according to the schedule below. Regular part-time employees who work at least twenty (20) hours per week shall earn sick leave credits on a pro-rated basis, based on hours worked in the pay period.

*B. Sick Leave Accrual.*

Eligible employees shall accrue sick leave at a rate of .0462 hours for each regular hour paid up to a maximum of one hundred and twenty (120) hours per year.

*C. Maximum Accrual.*

A total of no more than 1040 hours of regular sick leave may be credited to an employee.

*D. Authorization for Usage.*

Employees are entitled to use sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness in the immediate family. Accrued sick leave may be used each fiscal year for family medical/dental preventive care appointments. The use of employee sick leave for family illness is limited to three (3) days per occurrence. Under circumstances causing an unusual hardship, and at the discretion of the department head, sick leave may be extended beyond the three day maximum. Evidence in the form of a physician's certificate or certificate of illness executed by the employee may be required by the Department Head.

1. *Family defined.* Immediate family is defined as spouse, parents, children, brothers, sisters and grandparents of the employee or the employee's spouse, or relative living in the employee's household. In the case of any other relative of the employee, the Appointing Authority may authorize such sick leave.
2. *Evidence of Authorized Usage.* The Appointing Authority shall approve sick leave only after having ascertained that the absence was for an

authorized reason, and the employee may be required to provide substantiating evidence.

*E. Payment for Sick Leave Upon Termination.*

Upon any termination except for cause after five years of continuous County employment, accrued sick leave up to a maximum of five hundred (500) hours, shall be compensated at a rate of twenty-five (25%) percent of the regular salary or hourly rate. Any regular employee who returns to work in the same classification within six (6) months of separation, except for separation involving just cause, shall have any unused and uncompensated sick leave restored to previous levels.

*F. Catastrophic Leave.*

An employee who has more than 200 hours of sick leave accrued may donate accumulated sick leave beyond that minimum to an employee or employees who are on sick leave for catastrophic illness or injury. Catastrophic illness or injury is one from which recovery is prolonged or unlikely. Prolonged recovery would include periods of six months or longer but not necessarily consecutive, involving illness or injury related to the same incident. Such a donation may only be given pursuant to the following restrictions:

1. The donation must be totally voluntary by the donor.
2. The employee receiving the sick leave must have exhausted all of his/her available paid leave including all sick leave, annual leave, and compensatory time off.
3. The employee giving the sick leave must do so in writing and in blocks of eight (8) hours each on a form provided by the County.
4. The grant of sick leave must be irrevocable.
5. The employee receiving sick leave may not be on leave for an on-the-job injury covered by Workers' Compensation Insurance.
6. Employees may withdraw leave from the Catastrophic Leave Bank under the following circumstances:

The individual has successfully completed probation with the County after initial appointment.

- (a) 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.
  - (b) The medical condition necessitating the leave is life threatening, chronic but rehabilitative, or requires a lengthy convalescent period.
  - (c) The maximum amount of time an employee may draw from the leave pool is six (6) months (1040 hours) per event. For these purposes an "event" shall be defined to mean any separate instance of illness or injury from the point of incapacitation to recovery sufficient to return to work.
  - (d) The denial of access to the Catastrophic Leave Bank for any of the foregoing reasons may be appealed to the County's personnel officer and the Association's professional representative who shall jointly make the final decision.
7. If a donation is made by an employee at a different pay rate than the receiving employee, pursuant to N.R.S. 245.210.4, the donated time shall be converted into money at the hourly rate of the donor and the money shall then be converted into sick leave using the hourly rate of the recipient.
8. The total hours donated to an employee shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts his/her paid leave pursuant to subsection 2 and either the employee's return to work.

*G. Bereavement/Funeral Leave.*

Employees may use accrued Sick Leave, Annual Leave, or Compensatory Time Off for Bereavement or Funeral attendance purposes on the following basis: up to seven (7) days on the death of those relatives listed in the Consanguinity/Affinity Chart (Appendix B) in the 1st degree as well as a person who was currently living in the employee's household; up to five (5) days on the death of those relatives listed in the 2nd degree; and up to four (4) days on the death of those relatives listed in the 3rd and 4th degree. Additional time off charged to Sick Leave, Annual Leave, Compensatory Time Off, or Leave Without Pay for Bereavement Leave purposes may be allowed by the Department Head. Where an employee has not accrued sufficient Sick Leave, Annual Leave, or Compensatory Time Off, or a combination thereof, to take the above specified allotments of Bereavement/Funeral Leave for Bereavement or Funeral attendance purposes, that employee may seek approval from the Department

Head to take an unpaid leave of absence for the above specified time allotments of Bereavement/Funeral Leave for Bereavement or Funeral attendance.

## **ARTICLE 15. LEAVE OF ABSENCE**

### *A. Eligibility.*

Leave without pay (LWOP) may be granted only to an employee who desires to return therefrom to County service.

### *B. Procedure for Short-term LWOP.*

Leave without pay of thirty (30) days or less may be granted for the good of the public service by the County Commissioners.

### *C. Long-term LWOP.*

For a period of more than thirty (30) days, leave without pay may be granted by the County Commissioners. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave. Long-term LWOP shall not exceed twenty-six (26) consecutive pay periods. Any employee who fails to return from a leave of absence on the first work day following the final approved date of the leave, shall be considered to have voluntarily resigned his/her employment from the County.

### *D. Family and Medical Leave.*

1. Family and medical leave for employees shall be governed by the provisions of the federal Family and Medical Leave Act (FMLA), as may be amended from time to time. Nothing in this section is intended to extend to County employees' rights or benefits not extended in this law. Where there is a conflict between this section and the FMLA, the FMLA governs.
2. Male and female employees who have one year (fifty-two (52) weeks) of service and have worked at least 1,250 hours in the past year, are eligible to take up to twelve (12) weeks during any twelve (12) month period of family or medical leave as defined in the FMLA. Family members are those persons who are so defined in the FMLA.
3. The employee must provide reasonable advance notice if the need for the leave is foreseeable. The Department Head shall not deny leave to any eligible employee who requests family or medical leave pursuant to the provisions of the FMLA. The employee has the right to reinstatement to the same or a comparable position unless the

employee is exempted from such right under the provisions of the FMLA.

4. The employee shall exhaust accrued sick leave when the leave is due to the health condition of the employee. The employee shall exhaust accrued family sick leave when leave is taken to care for a child, spouse or parent with a health condition.
5. The County shall maintain coverage under any group health plan for the duration of the leave at the level and under conditions that would have been provided had the employee been working. However, the County shall only maintain such group health plan coverage for such employee for up to twelve (12) weeks within a twelve (12) month period commencing with the start of the FMLA leave.

## **ARTICLE 16. GRIEVANCE PROCEDURE**

### *A. Definitions.*

1. *Grievance.* A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
2. *Grievant.* A proper grievant is an employee or the association who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant. The Association may not appeal individual actions of discipline without the authorization of the affected employee.
3. *Day.* "Day" shall mean a work day. When counting days, however, days on which an employee or supervisor are on pre-approved leave shall not be counted.

### *B. Process.*

1. *Informal Resolution.* Within seven (7) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor identifying the discussion as a grievance. A supervisor shall have five (5) days to give an answer to the employee.

2. *Formal Levels.*

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within seven (7) days of receipt of such answer, file a formal written grievance with his/her Department Head on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or designee) shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter, give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the County Commissioners. Within twenty-one (21) days of receipt of the written appeal, the County Commissioners or their designee shall investigate the grievance which may include a meeting with the concerned parties, and thereafter, give written answer to the grievant within seven (7) days, which answer shall be final and binding unless, within seven (7) days, the grievant notifies the County Commissioners of his/her intention to appeal to the External Hearing Officer (EHO). Minor disciplinary actions shall not be appealable to the External Hearing Officer.

C. *General Provisions.*

1. If a 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.
2. If a supervisor or manager fails to respond with an answer within the given time period, non-monetary grievances shall be considered settled, without precedent and with prejudice, in favor of the grievant, with all other grievances the grievant may appeal his/her grievance to the next higher level.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.

5. Proof of service shall be accomplished by certified mail or personal service.

## **ARTICLE 17. REDUCTION IN FORCE**

### *A. Positions to be Eliminated.*

If the County determines the need for a reduction in its work force, written notice of not less than two (2) weeks shall be provided to regular employees to be laid off. The County will determine the positions to be eliminated and the employees to be laid off within each affected job class. The County's determination shall be based on consideration of both seniority within the job class within the affected department and the qualifications and performance of the employees in the affected job class.

### *B. Order of Layoff.*

1. Initially the County shall consider employees for layoff in the order of seniority within the job class and department.
2. When selecting which employee will be laid off, the County will review the qualifications of the employee with the least seniority in the affected job class. If the County finds:
  - (a) The employee has qualifications not possessed by an employee with the next greater seniority, and
  - (b) The qualifications are needed by the department, then the County may layoff the employee with the next higher seniority. Not more than one employee within any class or department may be retained out of seniority order, except when a less senior employee is required to perform an essential function which the more senior employees are not currently qualified to perform.
3. Qualifications to be considered in determining exceptions to seniority order shall include knowledge, skill, ability, licenses, and certificates required for job functions to be assigned to the remaining staff, as well as previous experience in performing the essential functions and job performance. Job performance shall be determined on the basis of the employee's record of job performance as documented in the employee's personnel file.

C. *Layoff Appeal Procedure.*

1. *Notice of Appeal.* In the event that an employee who has been laid off out of seniority order believes the decision based upon qualifications is incorrect, the employee may request that the Association appeal the County's determination. If the Association finds there is reason to believe that the County has erred in its decision, it may appeal through the process set forth in this Article. Such appeal shall be filed with the County Clerk within five (5) working days of delivery of the layoff notice to the employee.
2. *Appeal Review Committee.* When an appeal is filed, the Association shall appoint two persons to serve on a review committee at the time of the appeal. The County shall then appoint two persons to the committee. Each of the persons appointed to the committee shall, to the extent possible, be familiar with either the work of the department or of the job class from which layoff is to be made. The committee shall meet within five (5) days of delivery of the notice of appeal to the County. It shall review the basis for the County's layoff decision and the reasons the employee believes the decision is in error. The committee shall then by majority vote determine whether the County decision was reasonable and on that basis either confirm or reject the County's decision.

If the committee cannot reach agreement regarding the County's decision regarding order of layoff, it shall within three (3) days of its initial meeting, request the participation of a federal or other mutually acceptable mediator. The services of the mediator will be jointly requested by the County and the Association on an urgent basis. The mediator will seek to achieve a consensus decision among the committee members. If no decision is reached the mediator shall become a voting member of the committee.

The determination of the committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.

D. *Recall Rights.*

Laid off employees will have a right to return to a vacancy in the same class and department from which they were laid off providing they meet all requirements for that vacancy. Recall shall be in inverse order of layoff. No probationary period shall be required.

1. *Recall List.* Employees shall remain on a recall list for two years following the date of layoff provided, however, laid off employees shall be removed from the recall list if:
  - (a) They accept recall to a position in a class at the same salary range as the position from which they were laid off, or
  - (b) They decline appointment to a position in the same department and in a class at the same salary range as the position from which their layoff occurred, or
  - (c) They fail to report for duty within fifteen (15) days of mailing of notice of recall to County employment.
2. *Recall Notice.* Notice of recall or available position may be made in person or by U.S. Mail, return receipt requested. It is the responsibility of each laid off employee to notify the County Clerk's Office of his/her current address.
3. *Recall to Other Vacant Positions.* When there is no one on a recall list for the department and class in which a vacancy exists, those on the recall list shall be considered for the vacancy before any other applicant is considered under the following circumstances:
  - (a) *Temporary work within the job class for which the laid off employee is qualified* - Work shall be offered to the laid off employee with the most relevant experience.
  - (b) Vacant position at the same or lower range and in the same department from which the employee was laid off and for which the laid off employee is qualified. Position shall be offered to the laid off employee with the most relevant experience, subject to completion of a probationary period; and
  - (c) Vacant position at the same or lower range but in a different department from which the employee was laid of and for which the laid off employee is qualified. - Employee shall be considered for the position and may be offered the position, subject to completion of a probationary period.
4. *Failure to Succeed in Recall Position.* An employee who fails to meet the probationary period prescribed by this section of the Agreement will be returned to layoff status.

## **ARTICLE 18. EXTERNAL HEARING OFFICER**

### *A. Designation.*

The External Hearing Officer (EHO) shall be chosen by mutual consent of the County Commissioners or their designee and the Association. If the parties fail to agree on an EHO, a list of seven (7) shall be requested from the Federal Mediation and Conciliation Service. The parties shall alternately strike names of potential hearing officers, with the Association striking first.

### *B. Costs.*

The fees and expenses of the EHO and of a court reporter, if used, shall be shared equally by the employee or his/her representative organization and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.

### *C. Effect of Decision.*

Decisions of an EHO on matters properly before the EHO, shall be advisory to the County Board of Commissioners; however, if the Commission overturns or fails to adopt the decision of the EHO as written, the County shall pay the costs and fees designated as "shared equally" in subsection "B" above. The Board shall make the final decision which in its discretion it deems proper after review of the EHO's report or conducting further investigation as it sees fit. If the Board has taken no action after having been in receipt of the EHO's decision for thirty (30) days, the decision of the EHO shall become final.

### *D. Authority of EHO.*

No EHO shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the definition of a grievance as set forth in Section A.1. of Article 15, Grievance Procedure, and has been processed in accordance with all provisions thereof and herein. No EHO shall have the power to amend or modify this agreement or addenda supplementary thereto or to establish any new terms or conditions of employment. The EHO's authority shall be limited only to the application and interpretation of the provisions of this negotiated Agreement.

### *E. Matters Not Subject to EHO Procedure.*

Requested remedies to create, add to, or change this written Agreement or addenda supplementary hereto shall not be grievable nor submitted to an EHO and no proposal to modify, amend, or terminate a negotiated agreement, nor any

matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of County Rights shall be submitted to this procedure.

*F. Rules of Evidence.*

Strict rules of evidence shall not apply. However, rules of evidence and procedures for conduct of hearings shall be guided by the standards in the American Arbitration Association arbitration rules.

**ARTICLE 19. EMPLOYEE DISCIPLINE**

*A. Basis for Disciplinary Action.*

The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such reasonable standards shall be considered just cause for appropriate disciplinary action. Disciplinary action shall be for just cause and may be based upon any of the following grounds as reasonably determined: failure to fully perform required duties, insubordination, violation of the employer's written policies or rules, unexcused absences, misuse or abuse of employer property or equipment, substandard job performance, or commission of a felony or other crime involving moral turpitude.

*B. Types of Discipline.*

When, in the judgment of the employee's supervisor, an employee has committed an act or omission which justifies a reprimand, demotion, suspension without pay, or discharge from employment, disciplinary action may be imposed. While the concept of progressive discipline is recognized in the usual case, the Appointing Authority reserves the right to initiate the type of discipline deemed appropriate to the alleged violation based upon the nature and severity of the offense.

*C. Types of Disciplinary Actions.*

1. *Oral Reprimand.* An oral correction addressed to an employee by his/her supervisor as to the propriety of the employee's action(s) or inaction(s).
2. *Written Reprimand.* A written criticism of an employee's conduct, usually concerning an infraction of County rules of conduct, regulations, or performance. The reprimand is to be in written form, signed by the employee and the supervisor. A copy will remain with the supervisor issuing the reprimand, a copy delivered to the offending

employee, with an additional signed copy to the official personnel file in the County. At the request of the employee, a copy shall also be forwarded to the employee's association. Signature by the employee shall not constitute agreement with the reprimand, but only as acknowledgment of the receipt of the reprimand.

3. *Disciplinary Leave or Suspension Without Pay.* Disciplinary leave without pay means a disciplinary measure providing that the offending employee is suspended from work without compensation for one or more work days.
4. *Suspension With Pay.* There are times during an inquiry into alleged misconduct that it would appear to be in the best interest of the County or the employee to relieve the employee from duty pending the outcome of the inquiry. In the event such suspension during a period of review is deemed to be necessary, such suspension shall not cause loss of pay or other privileges attached to the position as an employee of the County unless later converted to a Disciplinary Leave Without Pay. A Suspension With Pay does not comprise a form of discipline in and of itself, unless it has been so designated in a particular case.
5. *Demotion.* A disciplinary demotion is a temporary or permanent reduction of an employee from a higher position or classification to a lower position or classification below that which was held by the employee on a regular basis.
6. *Discharge.* Termination of the services of an employee of Pershing County may be imposed for a gross violation of laws, ordinances, or rules and regulations; or for multiple violations of rules and regulations; or for inability or refusal to properly perform duly assigned tasks; for substance abuse or other actions which constitute cause for discharge. Discharge shall be imposed by the Appointing Authority, and shall be by written notice to the employee. One copy of such notice shall be delivered to the employee and one copy of the notice shall be placed in employee's official personnel file maintained by the County. Upon request of the effected employee, a copy shall also be forwarded to the employee's association.

*D. Minor Disciplinary Actions.*

1. *Defined.* Oral reprimands, written reprimands, and suspensions without pay for less than twenty-five (25) working hours shall be considered minor disciplinary action.

2. *Procedure for Imposing and Appealing Minor Disciplinary Actions:* Minor disciplinary actions may only be appealed by an employee who has successfully completed the initial hire probationary period for the current County employment. The following procedures shall apply exclusively to minor disciplinary actions:

- (a) *Notice of Action.* When a supervisor or manager believes it is necessary to impose a minor disciplinary action on an employee, the supervisor shall notify the employee in writing of his/her decision stating the reason for the action, the regulations or rules which have been violated, the specific action to be taken and the effective date of the action.
- (b) *Appeal of Minor Disciplinary Actions.* Within seven (7) days from receipt of the written notification, an employee who has received a written reprimand, or short suspension without pay, but believes the discipline is unwarranted, may appeal the action to level 3 of the Grievance Procedure of this agreement whereupon the decision received shall be final.
- (c) Upon completion of an Appeal of Minor Discipline and Employee may attach a rebuttal to any document placed in their file within thirty (30) days of the final judgement.

E. *Severe Disciplinary Actions.*

- 1. *Defined.* Demotion, suspensions without pay for twenty-five (25) or more working hours or discharge shall be considered a severe disciplinary action,
- 2. *Procedure for Imposing and Appealing Severe Disciplinary Action.* Severe disciplinary action may only be appealed by an employee who has successfully completed the initial hire probationary period for his/her County employment. The following procedures shall apply exclusively to severe disciplinary actions:

- (a) *Notice of Proposed Action.* Before taking severe disciplinary action, the Department Head or his/her designee shall serve on the employee, either personally or by certified mail, a Notice of Proposed Action, which shall contain the following:
  - 1) A statement of the action proposed to be taken.
  - 2) A copy of the charges, including the acts or omissions and grounds upon which the action is based.

- 3) If it is claimed that the employee has violated a rule or regulation of the County or Department, a copy the rule(s) shall be included with the notice.
- 4) A statement that the employee may review and request copies of materials upon which the proposed action is based.
- 5) A statement that the employee has seven (7) days to respond to the Department Head or his/her designee either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the Department Head or his/her designee.

(b) *Response.* The employee upon whom the Notice of Proposed Action has been served, shall have seven (7) days to respond to the Department Head or his/her designee either orally or in writing before the proposed action may be taken. Upon application and for good cause, the Department Head or his/her designee may extend the time period to respond. If the employee chooses to respond orally, the employee shall be entitled to a personal meeting with the Department Head or his/her designee. At such meeting, the employee may be accompanied by an attorney or association representative.

(c) *Review/Action.* After complying with the applicable requirements of the sections above and having reviewed the employee's response, if any, given pursuant to the "Response" section above, the Department Head or his/her designee may order the severe disciplinary action of the employee. Such order shall be as follows:

The order shall be in writing;

State specifically the cause(s) of action;

*State the effective date of the action.* Except for discharge, the effective date of severe disciplinary action shall not be less than seven (7) calendar days from the date of the order unless a shorter time is mutually agreed to; and

Cause the order to be served on the employee, either personally or by certified mail.

*F. Appeal of Severe Disciplinary Actions.*

1. Within ten (10) days after the receipt of the written order, the employee may file with the County Clerk a request in writing for a hearing before the Board of County Commissioners to determine the reasonableness of the action. Failure of the employee to request in writing a hearing before the Board of County Commissioners, within the time specified, shall be deemed a waiver of any appeal process.
2. The Board of County Commissioners shall grant the disciplined employee a hearing within fifteen (15) days after receipt of the written request for such hearing. The hearing may be private; however, the hearing must be open to the public if so requested by the employee. Each party shall have the right to be represented by legal counsel or other person of his/her choice.
3. The County Commissioners, by majority vote, shall sustain, reject or modify the disciplinary action. If the Commissioners reject or modify the disciplinary action, they may order back pay, promotion or reinstatement and/or any necessary personnel record changes.
4. Within ten (10) days after the receipt of a decision of the Board of Commissioners sustaining a Severe Disciplinary Action, the employee may file with the County Clerk, a request in writing for a hearing before an External Hearing Officer under Article 18 of this Agreement. Failure of the employee to request in writing a hearing before an External Hearing Officer, within the time specified, shall be deemed a waiver of any appeal process.

*G. Removal of Disciplinary Actions*

1. *Minor Disciplinary Actions.* All minor disciplines shall be removed from an employees file after one (1) year if no other violation of a similar offense occur. The county shall provide a letter notifying the employee that the offense has been removed.
2. *Severe Disciplinary Actions.* All severe disciplinary actions shall be removed from an employee's file after four (4) years, if no other violation or similar offense occurs during that period. The County shall provide a letter notifying the employee that the offense has been removed.

## **ARTICLE 20. PROMOTIONAL CONSIDERATION**

If two (2) finalists for a vacant position possess equal knowledge, skills, abilities, and experience as determined by the Appointing Authority, preference shall be given to the current regular County employee over an outside candidate.

## **ARTICLE 21. PEACEFUL PERFORMANCE**

- A. The parties to this Agreement recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residence of the County of Pershing. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing in connection with a labor dispute (hereinafter collectively referred to as work-stoppage) by any member of the bargaining unit. The County shall not be required to negotiate on the merits of any disputes which may have given rise to such work-stoppage until said work-stoppage has ceased.
- B. In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association, by its officers, shall immediately declare in writing to the County Commissioners that such work-stoppage is in violation of this Agreement and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage, the Association promptly and in good faith performs the obligations of this paragraph, the Association shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any work-stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.
- C. The County agrees not to lock out during the term of this Agreement.

## **ARTICLE 22. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

- A. *Full Understanding.*

It is intended that this Agreement set forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore, any other prior or existing understanding or agreement

by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety. The preceding reference to “matters superseded or terminated...” shall specifically not apply to those topics in the County’s Personnel Code not addressed herein and pertaining to members of this unit, which topics are specifically stated as covered within the mandatory scope of bargaining as listed in N.R.S. 288.150.2.

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

*B. Modification.*

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Board of County Commissioners.

*C. Waiver.*

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE 23. SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provision will continue in full force and effect.

**ARTICLE 24. NON-DISCRIMINATION**

It is mutually agreed that neither party to this Agreement nor those represented by either party shall discriminate against any person covered under this Agreement on the basis of race, color religion, sex, age physical or visual handicap, national origin or because of political or personal reasons or affiliations.

**ARTICLE 25. TERM OF AGREEMENT AND REOPENERS**

1. The County and the Association agree that the term of this Agreement shall commence at 12:01 A.M. on July 1, 2019, and expire at Midnight on June 30, 2022.
2. The County may reopen this contract for fiscal emergencies in accordance with NRS 288.150(4).
3. The parties agree that except as specifically designated within this agreement, the effective date of changes in terms and conditions shall become effective upon ratification by the Association and adoption by the Board of Commissioners.

The Parties hereby indicate their approval of the negotiated terms and conditions of this Agreement by their representatives' signatures below:

---

S. Jordan Walsh,  
Chief Negotiator  
Pershing County

---

Phillip Herring,  
Chief Negotiator  
Pershing County Employees  
Association

---

Karen Wesner,  
Negotiating Team Member  
Pershing County

---

Rachel King,  
Negotiating Team Member  
Pershing County Employees  
Association

---

Rene Childs,  
Negotiating Team Member  
Pershing County

---

Leslie Steward,  
Negotiating Team Member  
Pershing County Employees  
Association

---

Lacey Donaldson,  
Negotiating Team Member  
Pershing County

---

Bruce Medeiros,  
Negotiating Team Member  
Pershing County Employees

---

Larry Rackley,  
Commission Chairman,  
Pershing County Board of County  
Commissioners

\_\_\_\_\_  
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**For Operating Engineers, Local Union #3:**

\_\_\_\_\_  
Russ Burns, Business Manager

\_\_\_\_\_  
Jim Sullivan, Recording Secretary

\_\_\_\_\_  
Scott Fullerton, District Representative, District 11

\_\_\_\_\_  
Tim Neep, Public Employee Director

\_\_\_\_\_  
Phillip Herring, Business Representative

## APPENDIX A

### Classifications and Salary Ranges of Represented Employees

CLASSIFICATION	SALARY RANGE
Administrative Clerk I	23
Administrative Clerk II	26
Administrative Specialist	31
Appraiser I	29
Appraiser II	32
Building Inspector I	29
Building Inspector II	32
Buildings & Grounds Maintenance Worker I	23
Buildings & Grounds Maintenance Worker II	24
Senior Buildings & Grounds Maintenance Worker	29
Child Support Case Worker I	31
Child Support Case Worker II	32
Child Support Case Worker III	34
Cook I	17
Cook II	20
Head Cook	26
Court Clerk I	27
Court Clerk II	30
Senior Court Clerk	31
Custodial Worker	22
Dispatcher I	26
Dispatcher II	27
Dispatch Supervisor	31
Landfill Operator	24
Head Landfill Operator	32
Legal Secretary I	27
Legal Secretary II	30
Legal Office Supervisor	31
Library Specialist I	27
Library Specialist II	30
Library Specialist III	33
Library Technician I	23
Library Technician II	26
Planning and Building Technician	30
Road Equipment Service Worker	29
Road Equipment Mechanic I	33
Road Equipment Mechanic II	35

Road Maintenance Worker I	27
Road Maintenance Worker II	30
Road Maintenance Worker III	31

**APPENDIX B**

**CONSANGUINITY/AFFINITY CHART**

**CONSANGUINITY**

4th Degree	Great Great Grand Parent Great Aunt/Uncle First Cousin Grand Nephew/Niece	4 Days*
3rd Degree	Great Grand Parent Aunt/Uncle Niece/Nephew Great Grandchild	4 Days*
2nd Degree	Grandparent Brother/Sister Grandchild	5 Days*
1st Degree	Parent/ Child	7 Days*
	<b>YOU</b>	

**AFFINITY**

1st Degree	Spouse	7 Days*
2nd Degree	Parent-in-Law Daughter/Son-in-Law	5 Days*
3rd Degree	Grandparent-in-Law Brother/Sister-in-Law Grandchild-in-Law	4 Days*
4th Degree	Great Grandparent-in-Law Aunt/Uncle-in-Law First Cousin-in-Law Niece/Nephew-in-Law Great Grandchild-in-Law	4 Days*
	<b>YOU</b>	

\* Days which may be charged to Employee's Sick Leave for Bereavement or Attendance at Funeral12531306\_v1