

2016-2018 AGREEMENT
between the
COUNTY OF HUMBOLDT
and the
HUMBOLDT COUNTY EMPLOYEES ASSOCIATION

1. PARTIES AND THEIR AUTHORIZED AGENTS

1.1 *Parties.* This agreement is entered into, June 20, 2016 by and between the County of Humboldt (hereinafter referred to as “County”), and the Humboldt County Employees Association (hereinafter referred to as “Association” or “HCEA”). Provisions of this Agreement that require changes in terms and conditions of employment shall be effective July 1, 2016 except where another date is identified. Changes in payroll items shall be effective at the beginning of a payroll period.

1.2 *Authorized Agents.* For the purpose of administering the terms and provisions of this agreement, the following agents have been designated:

County’s principal authorized agent shall be:

County Administrator
HUMBOLDT COUNTY
County Courthouse, Room 205
Winnemucca, NV 89445

Association’s principal authorized agent shall be:

President
HUMBOLDT COUNTY EMPLOYEES ASSOCIATION
50 West 5th Street
Winnemucca, NV 89445

2. ASSOCIATION RECOGNITION AND DUES DEDUCTION

2.1 *Exclusive Representation.* The Employer recognizes the Association as the sole collective bargaining agent for all full-time employees and regular part-time employees of the County within job classifications covered by this Agreement who are presently employed and subsequently hired by the Employer at its location in Nevada.

2.2 *Bargaining Unit Defined.* The classifications included in the bargaining unit are listed in the attached Appendix “A” and, by reference, incorporated herein and made a part of this Agreement unless designated confidential under NRS 288.170.

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

2.4 *Authorization.* The County shall deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s)

- on a biweekly basis, provided, however, no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any Association restrictions on the employee's right to terminate his/her dues deduction authorization. No stated restriction shall require the employee to remain a member beyond the end of the calendar month of the employee's action to terminate such status.
- 2.5 *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.
- 2.6 *Indemnification.* The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and all other forms of liability or costs 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.
- 2.7 *Stewards.*
- 2.7.1 *Stewards.* The Association may select up to four (4) stewards from among members of the Association. The function of the stewards shall be to report to their Association President grievances or alleged infractions of the Agreement and represent employees who request representation. The Association shall notify the County in writing of the employees selected to serve as stewards.
- 2.7.2 *Association Representatives Role.* Authorized Association representatives shall be granted reasonable access at reasonable times to those areas of County premises where employees represented by the Association are employed when such visits are necessary for the administration of this Agreement. If the Association business is of a nature which requires that it be conducted during the representative's work time, the representative shall notify his/her supervisor before leaving his/her work assignment of the estimated length of time which will be required and provide a statement that the nature of the business requires immediate attention. It is agreed that such representatives will conduct their business as expeditiously as possible and in a manner that will minimize interference with the County's business. Before an Association representative enters the work area, the representative shall notify the supervisor responsible for the area and receive permission to enter. Such permission shall not be unreasonably denied. The Association representative who may be authorized entry shall be the stewards and the business representative, as certified in written form by the Association to the County.
- 2.8 *Bulletin Board.* The Association may add its own Bulletin Boards (3' x3') at the following locations for communications with their members: Road Department, Library, Convention Center, in addition to the one already hanging in the Courthouse. No postings shall be political, defamatory or negative toward any County official or employee.

- 2.9 *Meetings.* The Association, upon proper notification to and approval from the County Administrator, will be allowed to hold Association meetings on County property to conduct Association business.
- 2.10 *Unit Membership.* County agrees to provide the HCEA with a list of unit employees in July and a list of changes every three (3) months thereafter during the contract period. The list shall include Employee Name, Department and Job Classification.

3. NON-DISCRIMINATION

- 3.1 *Non-Discrimination.* The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, disability, national origin or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.
- 3.2 *Appeal of Alleged Violations.* Alleged violations of these provisions shall not be appealable to any outside third party using the grievance procedure of this Agreement. Any appeal beyond the County Administrator's level shall be to the body empowered by Federal or State statute for the purpose of resolving such disputes.

4. EMPLOYER RIGHTS

Employer 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 Employer 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, building facilities, and operations; to assign, repair, inspect, and retrieve Employer property and space; to create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; upon reasonable suspicion of impaired ability on the job, to require employee physical examinations and tests endorsed by a physician and paid for by the Employer; to hire, transfer, promote, and maintain the discipline and efficiency of its employees (but excluding the right to assign or transfer as a form of discipline); 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 new or changed rules of conduct and penalties for violation thereof after negotiating same with the Association in accordance with NRS 288.150; to determine the type and scope of work to be performed by employees and the services to be provided; to take action deemed necessary to provide for the safety of employees and clients;

to classify positions; to establish initial salaries of new classifications after notification to the Association; 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.

5. PROCEDURE FOR FILLING VACANCIES

- 5.1 *Posting.* The County shall post all County employment vacancies for a period of not fewer than five (5) working days in order to afford interested employees the opportunity of applying for a lateral transfer or promotion, as appropriate. Such postings shall list the desired classification for the position involved, the geographic location of the initial assignment and the working hours if different from the normal work week.
- 5.2 *Association Copy.* The County shall provide the Association with a copy of job vacancy announcements.
- 5.3 *Applications.* Employees interested in being considered for the position shall submit an application to the department head responsible for filling the vacancy.
- 5.4 *Consideration.* All employee applicants for positions shall be considered in determining the best-qualified candidate. Factors to be considered in making the selection will include:
- Performance on written, oral and practical examinations
 - County Service
 - Appropriate education and knowledge
 - Relevant training
 - Past performance
 - Work habits including attendance and punctuality
 - Other job-related factors

6. PROBATIONARY PERIOD

- 6.1 *Probationary Status.* All unit employees shall serve a probationary period of one full year from actual date of hire, during which time they may be released without notice, reason or right of appeal. The length of initial probation period shall be equivalent to one year of full-time service.
- 6.2 *Review During Probationary Period.* The performance of an employee serving a twelve month probationary period shall normally be reviewed no later than Five (5) months after initial hire and eleven (11) months after hire. During the final month of the probationary period, the employee's department head shall make a written recommendation for retention of the employee beyond the probationary period. If no such recommendation is received by the appointing authority prior to the end of the employee's probationary period, the employee shall be released from County service.

- 6.3 *Probationary Period Upon Promotion or Transfer.* All employees promoted to a position of higher responsibility or transferred to another position shall serve a probationary period of twelve (12) months in the new position. During the probationary period, the employee shall normally be reviewed no later than five (5) months after promotion or transfer and at eleven (11) months after promotion or transfer. Regular employees who have transferred or promoted to another County position who fail to successfully complete their probationary period will be placed in lay-off status and may exercise recall rights under the Layoff Article 23 of this Agreement.
- 6.4 *Voluntary Request to Return from Promotion.* An employee who has accepted a promotion and then, within 30 working days of appointment to the new position, requests to return to his/her old position, shall be returned to the position formerly held at the first opportunity when the position is vacant and to be filled, provided such vacancy occurs within one year of the employee's request to return to his/her former position.

7. WAGES AND MONETARY BENEFITS

- 7.1 *Wages.* Wages for unit positions shall be as shown in Appendix B.
- 7.1.1 Effective with the beginning of the pay period containing July 1, 2016, the County agrees to increase the amounts listed in the unit's general salary schedule by 2.0% Cost of Living Adjustment (COLA) . All percentages are approximate and will be conformed to an hourly wage schedule.
- 7.1.2 Effective with the beginning of the pay period containing July 1, 2017, the County agrees to increase the amounts listed in the unit's general salary schedule by 1.5%. This percentage includes 0.5% to cover the employee's share of the 2017 PERS increase which shall be a gross amount with 1.0% as the net amount. All percentages are approximate and will be conformed to an hourly wage schedule.
- 7.1.3 Merit pay will be at the 2.5% step rate.
- 7.2 *Longevity Steps.* Each person who has served in step ten (10) of his/her assigned range for at least one (1) year shall be eligible to receive a one (1) percent step increase though Range L10 of the attached wage chart for standard or above performance on each successive anniversary date.
- 7.3 *Pay Days.* The County will continue the current bi-weekly pay period system. Payroll periods end at midnight every other Sunday. Paydays will be the Friday following the end of the payroll period. Should a payday fall on a holiday, paydays will be the day preceding the holiday.
- 7.4 *Annual Merit Review.*
- 7.4.1 *Merit Steps.* Employees who achieve "meets standard" in their overall annual performance ratings will be eligible for advancement to the next higher step of the range or longevity steps.
- 7.4.2 *Eligibility.* Each employee is eligible for an annual merit salary step after the completion of twenty-six (26) complete payroll periods of employment if the employee has demonstrated standard or above standard job performance as contemplated in 7.4.1 and as determined by the

employee's supervisor and department head or his/her designee. The merit increase shall be granted upon completion of an approved performance appraisal form by the supervisor recommending approval by the County Administrator and receipt of that approval. When approved, the increase shall be effective on the first of the pay period following the employee's anniversary date of current position. If performance appraisals are completed post appraisal date recommending approval, the merit increase will be retroactive to first pay period following the employee's anniversary date at current position. Performance appraisals will ordinarily be completed within thirty (30) days prior to the completion of twenty-six (26) payroll periods. The content of a performance appraisal and any decisions based upon such content may be appealed only through the grievance procedure to the County Administrator level. The decision of the County Administrator shall be final and binding.

- 7.4.3 *Merit Review Date.* If an employee is promoted or demoted to a new position that results in a salary increase or decrease of five percent (5%) or more, then a new anniversary date for current position will be established.
- 7.5 *Date of Hire.* The term "date of hire" is defined as the actual date an employee first renders paid service in a regular position. The salary anniversary date is adjusted for leaves of absences without pay in excess of thirty (30) days and for breaks in regular County service.
- 7.6 *Call Back*
- 7.6.1 Any unscheduled work required of an employee for which an employee is unexpectedly required by his/her department head or department head's designee to return to his or her place of employment shall be at least two (2) hours in duration at the earned rate of pay for the purpose of compensation.
- 7.6.2 Employees required to report for work within one (1) hour before their regular reporting time shall be compensated in accordance with the Overtime Compensation Article of this Agreement.
- 7.6.3 Premium Pay for any additional hours worked during any call back shall be paid in accordance with the eligibility provisions of the Overtime Compensation, Article 15, of this Agreement.
- 7.7 *Education Incentive.* The County will reimburse each employee for the cost of registration and books for job-related class work which is part of the requirement for completion of a major for an Associates or Bachelor college degree which is directly related to the employee's current County employment or if not in pursuit of a degree, classes directly related to the employee's current County employment, provided all of the following conditions are met:
- 7.7.1 The employee must request and receive approval for reimbursement prior to beginning the class. Requests shall be submitted to the County Administrator and shall be considered for approval subject to the conditions of this section.
- 7.7.2 Class work will be completed on the employee's own time.

- 7.7.3 The total reimbursement paid by the County to all employees for education under this section in any fiscal year shall not exceed ten thousand dollars (\$10,000.00), nor shall any employee be reimbursed more than one thousand five hundred dollars (\$1,500.00) in any fiscal year. Classes will be approved for reimbursement on a first come first paid basis, based on the date of initial application for approval, until funds are exhausted.
- 7.7.4 Reimbursement shall be for actual cost of tuition and registration for a class in an amount not to exceed two hundred fifty dollars (\$250.00) per class. Employees shall present evidence of completion of the course with a grade of "B" or better. Non-graded classes are not eligible for book reimbursement.
- 7.7.5 An employee who completes two (2) successive college level Spanish or Sign language courses may be reimbursed for the registration, tuition and book costs directly related to the courses upon completion of the second (intermediate level) course, provided that each of the conditions listed above are met.
- 7.8 *Shift Differential.* Shift differential pay shall be paid to Sheriff's Office Dispatchers and Central Control Employees beginning with the pay period containing July 1, 2016 at the rate of \$2.00 for all hours worked between 6:00 p.m. and 6:00 a.m. on a regularly scheduled shift in which at least four hours of the shift worked fall between those hours.
- 7.9 *Dispatcher Training Pay.*
- 7.9.1 Employees below the rank of Dispatch Supervisor are eligible to receive training pay when all of the following conditions are met:
- A. The employee assigned a training dispatcher must be certified by the Sheriff to have met standards for training dispatcher formally established by the Sheriff; and
 - B. The Sheriff has formally established standards which the employee receiving training must meet during the training period; and
 - C. The employee has been assigned by the Sheriff or his/her designee to serve as a training dispatcher for a particular employee and is actually performing training duties.
- 7.9.2 Those employees assigned in writing by the Sheriff as training dispatchers who are eligible for training pay will be paid an additional one dollar fifty (\$1.50) per hour for each eligible hour.
- 7.9.2.1 This section shall not be interpreted to restrict the Sheriff's authority to make any training assignment for which compensation is not required by this section.
- 7.10 *Working Above Classification.* When an employee is ordered in writing to fill a higher classification outside the employee's assigned series because of the absence or incapacitation of the incumbent of the higher classified position, the employee shall be entitled to an increase of five percent (5%) in salary for the time performing under such order under the following conditions:

- 7.10.1 When the employee has worked in the higher classified job for a minimum of eleven (11) consecutive working days, in which case the increase in salary shall take effect on the twelfth (12th) consecutive day, or
- 7.10.2 When an employee has not qualified under Section 7.10.1 above, but accumulates over fifteen (15) work days in an authorized acting capacity within the same fiscal year, in which case the increase in salary shall take effect on the first day of the payroll period in which the sixteenth (16th) day of such assignment occurs.
- 7.10.3 Such above classification assignment must have the prior approval of the Department and the County Administrator.
- 7.11 *Requests for Consideration of Reclassification.* Each year during November, the County will accept written requests for reclassification from a unit employee who believes s/he is inappropriately classified with regard to the duties he/she is normally required to perform. Such request shall include a description of the normal duties being performed by that employee that are significantly different from those of the employee's current classification and at a higher level in the case of an request to be reclassified to a higher class. An individual employee may only make such a request once every three years.
 - 7.11.1 Requests for Reclassification shall be forwarded to the County Administrator's office with a copy to the Department Head.
 - 7.11.2 The County Administrator shall review the request and consider the budgetary implications of the requested change and discuss the merits of the requested action with the employee's Department Head. Should the Administrator and the Department Head be convinced that the request merits further review, the Administrator will arrange for an appropriate audit of that and any other affected positions. The employee must be notified of any action to be taken by the employer, including the job audit, within a reasonable period of time, not to exceed one hundred twenty (120) days of the employee's request. If the audit recommends a change in classification and such recommendation is approved by the Commission, such reclass shall be effective no later than the beginning of the following budget year.
 - 7.11.3 Should the request be denied at any stage, the employee shall be eligible to submit another reclassification request after two years from date of submission. No other recourse shall be available to the employee or the Association.

8. HEALTH AND WELFARE BENEFITS

- 8.1 *County Contribution to Cost of Health and Accident Insurance.* The County will contribute up to eight hundred eighty eight (\$888.00) per month toward a full-time eligible employee's group health benefits for FY 2016-2017. The County will contribute up to one thousand twenty two dollars (\$1022.00) per month toward a full-time eligible employee's group health benefits for FY 2017-2018. Any increase above the stated amounts both parties will meet and negotiate regarding the increase. Any amount beyond the County's contribution shall be paid by the employee.

- 8.1.1 *County Contribution to membership in Care Flight's Flight Plan.* The County will pay the \$30.00 per household annual membership rate. If more than one employee lives in the same household only 1 membership will be paid.
- 8.2 *Eligibility for Health Insurance Programs.* 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 unit employees that are regularly employed by the County thirty (30) hours or more per week and who have made application and have been issued a Certificate of Insurance.
- 8.3 *Insurance Benefits Review Committee.*
- 8.3.1 The parties agree to continue the Insurance Benefits Review Committee, which will meet annually to consider alternatives to the current coverage and insurance providers offered by the County. The Committee shall include representatives of all County employees and of County management. The Association shall be entitled up to four representatives on the Committee. The options to be considered by the committee shall be limited to changes which are within the per employee payments for health insurance provided by the County in this agreement and the "125" plan.
- 8.3.2 The Committee will review each of the types and levels of coverage currently paid for by the County including medical/hospitalization, vision and dental insurance.
- 8.3.3 The Committee will recommend by consensus what available insurance will be purchased within the available negotiated monthly contribution made by the County. The Committee may recommend continuation or change in any coverage or provider except those to which the County is committed by contract. The Committee will determine the extent to which the money available will be used to purchase additional insurance for employees only or to contribute to the cost of dependent health coverage. Amounts recommended for contribution toward the cost of dependent coverage may include money, which would not otherwise be spent during the fiscal year because some employees are not eligible for dependent coverage.
- 8.4 *Detention Facility Benefits.* County will pay for needed hepatitis inoculations and tuberculosis tests for all employees working in the Detention Center facility.
- 8.5 *Dependent Coverage.* An eligible employee may include his/her dependents under the County's group health insurance by arranging for the appropriate payroll deduction to provide coverage. The County will contribute any portion of the monthly contribution not required for employee coverage toward the cost of dependent health insurance coverage. The County will also provide a "125 Plan" through which employees may pay dependent insurance premiums not covered by County contributions.

- 8.6 *Workers' Compensation Insurance.* All employees are automatically covered by approved Worker's Compensation insurance for on-the-job accidents and occupational diseases. Requirements of applicable laws governing Workers' Compensation benefits shall be followed. See Article 11 for details.
- 8.7 *Unemployment Compensation.* Public employees are covered by Nevada Unemployment Insurance Program.
- 8.8 *Retirement.* All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286. Any increases or decreases in the contribution rate required pursuant to NRS 286 shall be divided equally between employee and County or as otherwise required.
- 8.9 *Commercial Drivers Licenses Physical Examinations.* Employees who are required by their employment to maintain a commercial driver's license, shall have the required physical examination performed by a physician designated and paid for by the County.

9. ANNUAL LEAVE

- 9.1 *Accrual.* All unit employees who are employed on a continuous full-time basis shall accrue annual leave credits on the basis on the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn annual leave on a prorated basis based on the number of hours worked in the pay period.
- 9.2 *Schedule of Accrual of Annual Leave.*

Years of Continuous Service	Hours Earned Per Hours Paid	Max. Hours Per Year	Max. Hours Carryover
1st thru 2nd	.0385	80	192
3rd thru 5th	.0462	96	240
6th thru 10th	.0577	120	240
11th thru 15th	.0769	160	240
16th thru 20th	.0846	176	240
21st and more	.0923	192	240

Only regular hours paid shall effect annual leave accrual. Carryover of annual leave shall be judged as of the end of the pay period that includes December 31st of each year. New accrual rate will take affect the start of the pay period following the anniversary date.

- 9.3 *Accrual During Probation.* Each employee shall accrue annual leave during his/her probationary period, but shall not be allowed to use annual leave until the employee has been employed continuously for at least six (6) months.
- 9.4 *Accrual of Leave While on Leave.* Annual leave will continue to be credited to all persons while regularly employed by the County when an employee is on

annual leave. However, accrual of annual leave will cease upon termination or when an employee is placed on leave without pay.

- 9.5 *Approval for Use of Annual Leave.* All annual leave will be taken at a time as approved by the employee's department head. Annual leave requests will be submitted by seniority for each calendar year and must be in by January 31st of that year. Rescheduling of prescheduled leave shall be approved by the Department Head when the new schedule can be accommodated without undue disruption of department services subject to 9.5.1 below.
- 9.5.1 *Annual Leave Conflicts.* Conflicts between annual leave requests submitted in accordance with this section shall be resolved by the department head, approving those leaves that were submitted first in chronological order.
- 9.6 *Carry-over of Annual Leave to Following Year.* All annual leave not taken in excess of the applicable maximum carryover hours will be forfeited at the end of the pay period which includes December 31st of each year. A ninety (90) day extension may be granted by the County Administrator solely for reasons of County convenience and if no violation of NRS 245.210 are foreseeable. Any request for an extension must be submitted and approved prior to December 31. Should any employee be prevented by the County from using the leave for which the extension was granted, the County would pay off such leave.
- 9.7 *Payment on Separation.* Employees who have completed at least six (6) months of continuous service and leave the County service shall be paid for accrued, but unused annual leave.
- 9.8 *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 unused hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.
- 9.9 *Part-time employees.* A regular part-time employee is defined as an employee working on a regular schedule less than forty (40) hours per week. Regular part-time employees accumulate or earn length of service credit for annual leave purposes based on actual number of years of continuous and uninterrupted service, whether such service is entirely part-time or mixed part-time and full-time during any year or portion of a year. For purposes of this section, a regular part-time employee beginning service on May 1 of a year is considered to have one (1) year of service beginning May 1 of the next succeeding year, two (2) years of service beginning May 1 of the next succeeding year, etc., even though the employee only works on a part-time basis and accrues the benefits on a pro-rated basis.
- 9.10 *Interrupted Service.* Any individual with five (5) consecutive years of employment with the County who terminates and then is re-employed by the County within one (1) year from date of termination shall receive credit for prior years service in determining the appropriate category for annual leave benefits. Notwithstanding the foregoing, such an individual is subject to the probationary status requirements.

10. SICK LEAVE

- 10.1 *Entitlement.* All unit employees who are employed on a continuous full-time basis shall be credited with sick leave according to the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn sick leave credits on a prorated basis, based on hours worked in the pay period. Employees working fewer than twenty (20) hours per week will not accrue sick leave credits.
- 10.2 *Sick Leave Accrual.* Effective July 1, 2016, eligible employees shall accrue sick leave at the rate of .0577 hours for each hour worked up to a maximum accrual of 120 hours per year. Only regular hours worked shall affect sick leave accrual. Maximum accrual shall not exceed 980 hours. Employees with more than 980 hours accrued shall not accrue sick leave until their balance drops below 980 hours.
- 10.3 *Authorization for Usage.* Employees are entitled to use sick leave only when incapacitated due to sickness, injury or when receiving necessary medical, dental, or vision treatment, or in the event of an illness in the immediate family.
- 10.3.1 *Immediate Family Defined.* Immediate family shall mean persons related by blood, whether whole or half, marriage or adoption in the following relationships: spouse, child, grandchild, parent, grandparent, or sibling, or relative living in the employee's household. In the case of any other relative of the employee, the applicable department head or his/her designee may authorize such sick leave and shall so notify the Administrative Office in writing.
- 10.4 *Evidence of Authorized Usage.* The department head or his/her designee 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 at any time. Malingering or proven abuse of sick leave privileges shall be grounds for termination from County employment. A doctor's certificate of illness may be required at any time, but must be presented to the department head or his/her designee for any absence over three (3) consecutive working days when reason exists to suspect that abuse has occurred or when there is need to verify fitness to return to work.
- 10.5 *Sick Leave Payoff.* Employees with accrued, unused sick leave may, at the time of separation, select **one** of the following options for reimbursement:
- A. Cash payment upon separation of service:
1. Less than 10 years of service – 35% of accrued, unused sick leave @\$10.00 per day – Maximum payout \$500.00. (# of hours x .35 / 8 = # of eligible days x \$10.00 = payout (not to exceed \$500.00).
 2. 10 – 20 years of service – 45% of accrued, unused sick leave @\$15.00 per day – Maximum payout \$1,000. (# of hours x .45 / 8 = # of eligible days x \$15.00 = payout (not to exceed \$1,000.00).
 3. Over 20 years of service – 60% of accrued, unused sick leave @ \$20.00 per day – Maximum payout \$2,000.00. (# of hours x .60 / 8 = # of eligible days x \$20.00 = payout (not to exceed \$2,000.00).
- B. Conversion to Retirement credit upon separation:

In lieu of (A) above, an employee who is eligible to purchase retirement service credit under the Public Employees Retirement System (PERS) may convert a maximum of 980 hours of accrued, unused sick leave into service credit. (# of hours (max 980) x hourly rate = amount). Upon receipt of check, PERS will calculate service credit. *Note: 1 hour of sick leave may not equal 1 hour of service credit.*

10.5.1 *Conversion to Retirement credit prior to retirement:* An employee who is eligible to purchase retirement service credit under the Public Employees Retirement System (PERS) may convert a maximum of 400 hours of accrued, unused sick leave into retirement credit prior to retirement under the following conditions only:

1. Must have at least 400 hours of accrued, unused sick leave.
2. Can only convert hours **in excess** of 400 (in increments of 8 hours).
3. Maximum hours allowed to convert is 400.
4. Effective July 1, 2016, may only use this option five (5) times during employment. Employees who have already exercised this option three times by December 31, 2010 shall be “grandfathered.”
5. PERS will convert dollars into service credit. *Note: 1 hour of sick leave may not equal 1 hour of service credit.*
6. Must submit a written request to the County Administrator on or before December 1.
7. If the employee meets all the conditions set forth in this section, then the County will deduct the designated amount of sick leave from the employees account and proceed to purchase retirement service credit from PERS.

10.6 *Accrual of Leave While on Leave.* Sick leave will continue to be credited to all persons while regularly employed by the County regardless of whether an employee is on sick or annual leave. However, accrual of sick leave will cease upon termination or when an employee is placed on leave without pay.

10.7 *Accrual During Probation.* Each employee shall accrue sick leave during his/her probationary period but shall not be allowed to use sick leave until the employee has been employed continuously for at least three (3) months.

10.8 *Leave Sharing.* An employee who has more than 200 hours of sick leave accrued may donate sick leave to an employee or employees who are on sick leave for catastrophic illness pursuant to the following restrictions:

10.8.1 The employee receiving the sick leave must have exhausted all of his/her available paid leave including all sick leave and annual leave.

10.8.2 The employee receiving the sick leave may not be on leave for an on-the-job injury covered by Workers’ Compensation Insurance.

10.8.3 The employee giving the sick leave must do so in writing and in blocks of eight (8) hours and shall not exceed 120 hours in any fiscal year. The sick

leave being given shall be indicated be on a form provided by the County.
(Appendix C.)

- 10.8.4 The grant of sick leave must be irrevocable to the employee that donated the leave. If the leave is not used for the purpose donated it shall be donated to the catastrophic leave bank.
- 10.8.5 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 at the hourly rate of salary of the recipient.
- 10.8.6 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 10.8.1 and either the employee's return to work or the employee's eligibility for disability insurance.
- 10.8.7 Last Resort Bank. Retiring employees may donate unpaid sick leave hours to the catastrophic sick leave bank so long as the donation does not cause the bank to exceed 1000 hours. Such leave will be available in amounts and for catastrophic purposes as determined by the County Administrator.
 - 10.8.7.1 "Catastrophe" means: (1) The employee is unable to perform the duties of his/her position because of a serious illness or accident which is life threatening or which will require a lengthy convalescence; (2) There is a serious illness or accident which is life threatening or which will require a lengthy convalescence in the employee's immediate family.
- 10.8.8 The final decision as to whether any leave sharing will be allowed will rest with the County Administrator or his/her designee who will review the type of illness/injury to insure it is catastrophic, prior leave usage by the employee requesting leave, and other matters as may be pertinent. The decision of the County Administrator or his/her designee is final.

11. INJURY ON DUTY LEAVE

- 11.1 *Injury on Duty.* Any unit employee who suffers an injury while working during the course of his/her employment for the County shall be entitled to injury leave until said employee is able to return to work or is terminated in any manner and subject to any limitations imposed by this Article or State Law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial members. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the employer shall be deemed not to have arisen out of or in the course of employment unless the employee received remuneration for participating in such event. For purposes of this Article, coronary thrombosis, coronary occlusion, or any other ailment or disorder of the heart, and any death or disability ensuing there from, shall not be deemed to be an injury by accident sustained arising out of and in the course of the employment.

- 11.2 *Coordination of Benefits.* When an employee is eligible at the same time for benefits under Chapter 616 or 617 of the Nevada Revised Statutes and for sick leave or injury leave benefit, the amount of sick leave or injury leave benefit paid to said employee shall not exceed the differences between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under Chapter 616 or 617 of the Nevada Revised Statutes for that pay period. Any usage of such sick leave shall be deducted from the employee's sick leave balance.

12. OTHER LEAVES

- 12.1 *Bereavement Leave.* A regular, full-time or part-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of five (5) days or forty (40) hours of bereavement leave per each occurrence. Bereavement leave longer than five (5) days or forty (40) hours may be charged to accumulated annual leave, up to a maximum of two (2) additional days or sixteen (16) additional hours, with the advance approval of the Department Head. Employees who are not regular full-time or part-time employees may take up to five (5) days or forty (40) hours of bereavement absence without pay. Supervisors or managers may require evidence of attendance at the funeral. (Appendix B is a chart, which defines the degree of consanguinity and affinity.)
- 12.2 *Maternity/Paternity Leave.* An employee is entitled to use, as appropriate, accumulated sick leave, accumulated annual leave, or leave without pay for adoption purposes or as maternity/paternity leave (regardless of the type of delivery or results of pregnancy) if the provisions below are met.
- 12.2.1 Maternity leave may be taken prior to the expected birth date of the child.
- 12.2.2 To utilize sick leave the employee must be incapacitated and unable to work because of illness or her pregnant condition. After birth or adoption sick leave may be utilized if the child is ill under the provisions of 10.3 above.
- 12.2.3 If, after exhausting accumulated sick leave, an employee needs additional time off from work because she is incapacitated, accrued annual leave shall be granted. If additional time is required, leave without pay may be granted by the statutory appointing authority.
- 12.2.4 Pregnancy shall not jeopardize an employee's job or seniority, except for leave without pay limitations. The employee shall be responsible for reporting the pregnancy as soon as it is an established fact so that steps may be taken to protect the employee's health or modify her working conditions and in order that any necessary staffing adjustments may be planned.
- 12.3 *Interruption of Service.* Leave benefits which may be lost by an employee due to termination or interruption of County employment may be restored (repurchased) upon request by the department head and authorization by the County Commissioners.

12.4 *Military Leave.* Employees who are members of the uniformed services are entitled to military leave and to re-employment rights as provided in 38 USC, sections 2021-2024, and 4302 et.seq. and the relevant sections of the Nevada Revised Statutes. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or national emergency. The Army National Guard and Air National Guard are also covered.

12.5 *Leave of Absence Without Pay.* Any unit employee, upon written application to his/her department head or his/her designee, may be granted leave of absence without pay, subject to approval as stated below. Such leave shall not exceed one (1) year.

12.5.1 *Approval – Less Than 30 Days* Leaves of absence without pay not exceeding 30 days may be granted by the department head.

12.5.2 *Approval – More Than 30 Days* For leaves of absence without pay in excess of thirty (30) days, the employee must obtain the approval of the County Administrator. Humboldt County may grant a leave in excess of thirty (30) days following written certification by the employee to Humboldt County that the leave is consistent with the intent of this section. Humboldt County reserves the right to not require the use of all accrued paid leave credits, depending upon the nature and type of leave without pay taken by the employee.

12.6 *Family and Medical Leave Act Compliance.*

12.6.1 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 Article is intended to expand employee rights or benefits not extended in this law. Where there is a conflict between this Article and the FMLA, the requirements of the FMLA governs.

12.6.2 *Eligibility –* Employees who have been employed by Humboldt County for a total of 12 months and worked for Humboldt County at least 1,250 hours during the preceding 12-month period and are employed at a work site where 50 or more employees work for Humboldt County within 75 surface miles of that work site are eligible for FMLA leave. When the 1,250 hours are calculated, the hours an employee was on vacation or on leave, even if that vacation or leave was paid, do not count toward the 1,250 hours worked. However, an employee who has a military service obligation must be credited with the hours of service that would have been performed, but for the period of military service. The required 12 months

of employment does not have to be consecutive. There may be a break in service as long as it does not exceed seven years. There is an exception to the seven-year condition for USERRA-covered military service or written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status.

12.6.3 Compensation During Leave - FMLA leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. If an employee requests leave for the employee's own serious health condition, for the serious health condition of the employee's spouse, child, or parent, to provide military caregiver leave, or exigency leave, the employee **must** use all of his/her accrued paid annual leave, sick leave (if it qualifies under employers sick leave use requirements), compensatory time leave, and personal time off as part of the FMLA leave. When substituting accrued paid leave, the employee must comply with the Humboldt County procedural requirements, terms, and conditions of the paid leave policy as appropriate; the remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, compensatory time and personal leave as appropriate, in the rights and responsibilities notice Form WH-381: Notice of Eligibility and Rights & Responsibilities.

12.6.4 Intermittent or Reduced Schedule Leave - When medically necessary (as distinguished from voluntary treatments and procedures) or for any qualifying exigency, leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by Humboldt County. Employees needing intermittent leave or reduced schedule leave must make a reasonable effort to schedule their leave so as not to disrupt unduly Humboldt County's operations. If leave is foreseeable, Humboldt County may require an employee on intermittent leave or reduced schedule leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the 12-week entitlement only by the actual time used. When an employee, who was transferred, no longer needs intermittent or reduced scheduled leave, the employee must be placed in the same or equivalent position held prior to when the leave commenced.

12.6.5 FMLA leave will run concurrently with paid sick, vacation and/or personal leave. Unpaid FMLA leave may also run concurrently with Workers' Compensation leave or other benefits. The entitlement to family

and medical leave for the birth or placement of a child for adoption or foster care will expire twelve months from the date of the birth or placement. If both an employee and his/her spouse are employed by the County, their combined time off may not exceed twelve (12) workweeks during any twelve-month period for birth, adoption, or foster care, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full twelve (12) weeks within a twelve-month period to care for a son, daughter, or spouse with a serious health condition.

12.6.6 "See personnel policy for additional FMLA information."

13. HOLIDAYS

13.1 *Holidays Enumerated.* The following days are declared to be legal holidays for County government offices:

New Year's Day	Nevada Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

In addition to the above holidays, any other day that may be appointed by the President of the United States as a National Holiday, the Governor of Nevada and/or the Board of County Commissioners of Humboldt County shall be a paid holiday for County employees.

13.2 *Observance of Legal Holidays.* All County offices close on the above listed legal holidays. If January 1, July 4, November 11, or December 25 falls on a Saturday, the Friday before is observed as the legal holiday. If any of such days falls on a Sunday, the Monday after is observed as the legal holiday.

13.3 *Floating Holiday.* In addition to the holidays listed above, employees who have completed one (1) full year of County employment will receive one (1) eight (8) hour floating holiday per calendar year. Such holiday must be used within the calendar year or it will be lost. An employee must schedule the use of the floating holiday with their immediate supervisor in the same manner as annual leave and receive approval prior to its usage.

13.3.1 Upon voluntary termination from County employment, a maximum of eight (8) hours of unused floating holiday time will be paid off at the employee's regular rate of pay.

13.4 *Holiday Pay.* Holiday pay shall be equal to the straight time pay normally received for the employee's regular shift assignment but shall not exceed eight (8) hours per holiday.

13.5 *Holidays Not Worked.* Eligible employees who are not required to work on a recognized holiday shall receive holiday pay for the shift they normally would have worked.

- 13.6 *Holidays Worked.* The employee shall be compensated two and one-half times (2 ½) times the normal rate of pay for the first eight hours worked. Those hours worked in excess of eight hours shall be paid in the normal rate of pay.
- 13.7 *Holiday During Annual Leave.* Should a paid holiday fall during an employee's vacation the employee will receive holiday pay rather than have such day charged against vacation pay.
- 13.8 *Holiday Pay for Part-Time Employees.* Regular part-time employees shall receive holiday pay on a pro-rated basis when they would be normally scheduled and available to work on the holiday in question. When a holiday falls on a part-time employee's regularly scheduled day off, the employee is not eligible for holiday pay.

14. HOURS

- 14.1 *Work Hours.* Except in emergencies, the standard work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch period.
- 14.1.1 *Alternative Work Schedules.* The County may, at its discretion, adopt alternative work schedules for employees at any work site or for any work unit. The County will give the employees and the organization five days notice of a change to alternative work schedule. The parties specifically acknowledge that employee schedules may be changed periodically during the year. Requests for schedule changes from employees shall be considered and a response provided. It is not the intent of this language to change the general scheduling practices of the County.
- 14.1.2 *Starting and Ending Times.* Each employee shall be assigned regular starting and ending times, which shall not be changed without reasonable prior notice; however, Fairgrounds and Convention Center employees are assigned a variable work schedule based upon facilities usage.
- 14.1.3 *Time Reporting.* Employees are responsible for submitting accurate time cards or sheets accounting for time worked and leaves used. Should it be necessary to change an employee's time report, the employee shall be notified of such change.
- 14.2 *Rest Periods.* Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half-work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, ending 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.
- 14.3 *Hours for Sheriff's Dispatchers and Central Control Operators.* The work shift for Dispatchers and Central Control Operators shall include briefing time, a lunch period not to exceed thirty (30) minutes, and up to two fifteen (15) minute rest periods as workload allows.
- 14.4 *Dispatcher and Central Control Operators Shift Preferences.* Two weeks prior to the posting of a new schedule of shift assignments, Dispatchers and Central

Control Operators may request shift assignment based on seniority. All shifts will be open to bid on by seniority. The Sheriff will consider the preferences of staff along with the needs of the Sheriff's Office and the qualifications of individual employees when preparing the new schedule. If a Dispatcher or Central Control Operator is assigned to the same shift for a third or successive shift change, the employee may request that the Sheriff provide reasons for the shift assignment. The Sheriff will respond prior to the implementation of the next shift schedule.

15. OVERTIME COMPENSATION

15.1 *Definitions:*

15.1.1 *Overtime:* That time as authorized and directed by management worked by a non-exempt employee which exceeds forty (40) hours worked in a work week or eighty (80) hours in two (2) weeks if the employee is on an alternative work schedule requiring twelve (12) hour shifts. The Department shall designate a work period for FLSA purposes as necessary.

15.1.2 *Hours Worked:* Those hours during which the employee is actually working, on annual leave, or paid holiday.

15.2 *Overtime Pay.* An employee shall be paid for overtime worked. Pay for overtime worked shall be at one and one half (1-1/2) times the normal hourly rate of the employee.

15.3 *Compliance with FLSA.* Management shall make such changes in this article and any others as well as in practice in order to fully comply with the Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The County shall notify the Association of proposed changes prior to implementation. Upon written request, the County shall meet with Association representatives to negotiate the proposed changes; however, nothing shall preclude the County from implementing changes to achieve compliance during the negotiating period.

15.4 *Travel Time for Training.* Employees who travel to a required training course during work hours shall have those hours counted as time worked. Within a workweek, a department head may adjust the starting and quitting times of an employee on a straight time basis to accommodate any hours accumulated during travel on County business. If this is not possible, the additional hours will be treated as hours worked.

16. MILEAGE AND PER DIEM REIMBURSEMENT

16.1 *Mileage.* Humboldt County will attempt to make a vehicle available for official use to employees when so required. If there are no Humboldt County vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the per mile rate set by the IRS. If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare.

If a county vehicle is available and an employee chooses to use a private vehicle the employee shall be reimbursed at ½ of the mileage rate set by the IRS.

16.2 *Per Diem Payments.* The County will continue to make per diem payments to employees required to travel on County business at the rates established by the Nevada Legislature or County policy, whichever is higher. An employee is eligible for per diem when traveling on County business beyond the boundaries of Humboldt County or as otherwise provided by County policy. Employees are not required to provide receipts specifying how the per diem funds were expended.

17. ROAD DEPARTMENT ASSIGNMENTS

- 17.1 *Reporting Requirements.* A Road Department employee assigned a County vehicle will be required to report to his/her area (Golconda, Paradise Valley, Orovada, Denio, and Winnemucca) at the beginning of the workday and at the end of the workday. The crew or other employees not assigned a County vehicle shall report to the Winnemucca shop at the beginning and end of the workday. However, should an employee be assigned to another area they will be furnished a vehicle and will be required to report to the assigned worksite/location at the beginning of the shift and remain working as directed until the end of the shift. Except in case of emergency, every effort will be made to give 24-hour notice of change in the work area.
- 17.2 *Exceptions.* Occasional changes in location for starting or ending the shift for such activities including, but not limited to, attending meetings, picking up or dropping off materials/equipment at the shop, will not result in a work site change provided that the activities are within the normal shift schedule. For example, should an employee be assigned to report to the yard to begin the workday with a safety meeting and the employee then returns to his/her normal work site for the remainder of the shift, his/her return to Winnemucca at the end of the workday is not considered time worked.
- 17.3 *Camping Assignments.* When the County requires camping for a special project, the affected employee(s) will be paid per diem for non-provided services (e.g., housing, food, etc.) pursuant to 16.2 of this Agreement. All travel at the beginning and end of a camp week will be on County time.

18. COURT DUTY

- 18.1 *Jury Duty or Witness.* Employees and officials will receive their regular pay while serving as a juror, or as a witness in any matter directly related to his/her County employment. Annual leave will not be affected while serving as a juror or a witness. If the employee or official receives a fee for such service performed during paid working hours, the fee must be turned over to the County Treasurer. However, the employee or official may retain any travel or expense reimbursement. Unless otherwise authorized by the Department Head, any time not required by court duty and necessary travel, the employee will be at work.
- 18.1.1 Dispatch employees who begins a court appearance in response to a subpoena during non-scheduled work time shall be paid for a minimum of two hours at the applicable rate of pay.
- 18.1.2 Dispatch employees who are scheduled to appear in court during a non-scheduled work time shall receive a minimum of two hours pay if the appearance is canceled after 4:45 p.m. on the weekday preceding the scheduled appearance. It shall be the scheduled employee's responsibility to contact designated Sheriff's Office personnel to receive any notice of cancellation. Payment for canceled appearances shall be made only if the scheduled employee contacts the assigned Sheriff's Office personnel after

4:45 p.m. on the weekday preceding the scheduled appearance to receive notice of any cancellation.

- 18.1.3 This section shall not apply to court appearances scheduled for the hour before or the hour after an employee's work shift.

19. GRIEVANCE PROCEDURE

19.1 Definitions:

- 19.1.1 *Grievance.* A grievance is a claimed violation, misapplication, and misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. The exercise or lack of exercise of Employer Rights (Article 4) shall not be grievable.
- 19.1.2 *Grievant.* A grievant is a unit member or the Association who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated at the discretion of management or the Association as a group grievance and shall thereafter be represented by a single grievant.
- 19.1.3 *Day.* Day shall mean a day in which the County's main administrative office is open for business.

19.2 Process.

- 19.2.1 *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 supervisor. A supervisor shall have five (5) days to give an answer to the employee.

19.2.2 Formal Levels.

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within ten (10) days of such receipt of such answer, file a formal written grievance with his/her supervisor containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The supervisor shall, within ten (10) days, have a meeting with the grievant regarding the information provided.

Level 2: If the grievant is not satisfied with the written answer at Level 1, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the department head. Within ten (10) days of receipt of the written appeal, the department head or his/her designee shall investigate the grievance, which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within ten (10) days.

Level 3: If the grievant is not satisfied with the written answer from Level 2, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the County Administrator. Within fifteen (15) days of receipt of the written appeal, the County Administrator or his/her designee, shall investigate the grievance which may include a meeting

with the concerned parties, and thereafter give written answer to the grievant within five (5) days, which answer shall be final and binding unless, for matters subject to arbitration, within ten (10) days, the Association notifies the County Administrator of its intention to appeal the matter to arbitration.

19.3 *General Provisions.*

19.3.1 *Failure to Carry Forward.* If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn with prejudice.

19.3.2 *Failure to Respond.* If a supervisor, manager, Department Head, County Administrator, or their designee fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day allowed for a management response.

19.3.3 *Representation.* The grievant(s) may have representation at any level of this procedure.

19.3.4 *Waiver of Time Limits.* Time limits and formal levels may be waived by mutual written consent of the parties.

19.3.5 *Service.* Proof of service shall be by certified mail, e-mail or personal service.

19.3.6 *Copy to Association.* The Association shall receive a copy of all grievances filed at the department head's level of this grievance procedure, where such grievance is not being processed by the Association.

19.3.7 *Effect of a Grievance.* The making or filing of a grievance shall not prevent the County, a department head or supervisor or other authorized person from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken even though the action may involve or be a part of the subject matter of the grievance.

19.4 *Advancing to Arbitration.* No grievance may proceed to arbitration without the signature of the President of the Association.

20. DISCIPLINARY ACTION

20.1 *Types of Discipline.* Disciplinary action may be imposed upon an employee for just cause, which includes but is not limited to failing to adequately fulfill his/her responsibilities as an employee and on- or off-duty conduct, which relates to an employee's ability to satisfactorily perform his/her job. Examples of the type of disciplinary action, which may be imposed, include the following:

20.1.1 *Oral Reprimand.* An oral correction addressed to an employee by his supervisor as to the propriety of an employee's action(s) or inaction(s).

20.1.2 *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 such reprimand, a copy delivered to the employee, with an

additional signed copy to the official personnel file in the County Administrator's Office. Upon written 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 criticism but only recognition of the receipt of the written criticism.

- 20.1.3 *Disciplinary Leave Without Pay.* Disciplinary leave without pay means a disciplinary measure providing that the employee receive one or more days off without pay.
- 20.1.4 *Administrative Leave With Pay.* There are times during an inquiry into alleged misconduct that it would appear to be in the best interests of both the County and employee to relieve the employee from duty, pending the outcome of the inquiry. In the event such Administrative Leave during a period of review is thought to be necessary, such Administrative Leave shall not cause loss of pay or other privileges attached to the position as an employee of the County unless later converted to Disciplinary Leave Without Pay. Administrative Leave With Pay does not comprise a form of discipline in and of itself unless it has been so designated in a particular case.
- 20.1.5 *Discharge.* Termination of the services of an employee of Humboldt County for a gross violation of laws, ordinances, or rules and regulations; or for numerous 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 department head, and shall be by written notice to the employee concerned. One copy of such notice shall be delivered to the employee concerned, and one (1) copy of the appropriate form shall be placed in the employee's official personnel file in the County Administrator's Office. Upon written request of the employee, a copy shall also be forwarded to the Employee's Association.
- 20.2 *Classifications of Discipline.* Oral reprimands, written reprimands, suspensions with pay and suspensions without pay for two (2) days or fewer shall be considered **Minor Disciplinary Actions**. Suspensions without pay for three (3) days or longer, disciplinary demotions, and discharges shall be considered **Severe Disciplinary Actions**.
- 20.3 *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 except Oral Reprimands, for which there shall be no appeal:
- 20.3.1 *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.

- 20.3.2 *Appeal of Minor Disciplinary Action.* Within five (5) 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 up to Level 3 of the Grievance Procedure (Article 19) of this Agreement for a final decision.
- 20.4 *Procedure for Imposing and Appealing Severe Disciplinary Actions.* Severe Disciplinary Actions may only be appealed by an employee who has successfully completed the initial hire probationary period for their current County Employment. The following procedures shall apply exclusively to severe disciplinary actions:
- 20.4.1 *Notice of Proposed Action.* Before taking action to discharge, demote, or suspend a non-probationary unit employee without pay for a period of five (5) days or longer, the department head or his/her designee shall serve on the employee and, upon written request of the employee, the Association, either personally or by certified mail, the Notice of Proposed Action, which shall contain the following:
- A. A statement of the action proposed to be taken.
 - B. A copy of the charges, including the acts of omissions and grounds upon which the action is based.
 - C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
 - D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
 - E. A statement that the employee has five (5) working 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.
- 20.4.2 *Response.* The employee upon whom a Notice of Proposed Action has been served shall have five (5) working days to respond or protest 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. Any extensions shall be granted in writing or by e-mail.
- 20.4.3 *Response Meeting.* 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.
- 20.4.4 *Review/Action.* After complying with the applicable requirements of sections above and having reviewed the employee response, if any, given pursuant to the Response section above, the department head or his/her designee may order the discipline or discharge of the employee. Such order shall:
- A. Be in writing.

- B. State specifically the causes for the action.
 - C. State the effective date of such action, and
 - D. Be served on the employee and, upon written request of the employee, the Association, either personally or by certified mail.
- 20.5 *Protest.* A non-probationary employee or the Association, on behalf of a non-probationary employee, may protest severe disciplinary action, which protest shall be considered an appeal and processed in accordance with Level 3 of Article 19, Grievance Procedure and, thereafter if necessary, through Article 21, Arbitration.
- 20.6 *Sole Remedy.* The procedures provided herein are in lieu of any remedy provided by NRS 245.065 for appealing and resolving protests of disciplinary action.

21. ARBITRATION

- 21.1 *Designation.* The parties will attempt to agree upon a professional neutral to serve as an Arbitrator. In the event agreement cannot be reached to select an Arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the FMCS and alternately strike names from such list until one (1) name remains or follow the procedure required by the agency supplying the list. That remaining person so selected shall serve as Arbitrator. The party to strike first shall be determined by lot.
- 21.2 *Matters Not Subject to Arbitration Procedure.* Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be grievable nor submitted to an Arbitrator 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.
- 21.3 *Rules of Evidence.* Strict rules of evidence shall not apply.
- 21.4 *Privacy of Hearings.* All hearings held by an arbitrator shall be closed sessions and no news releases shall be made concerning progress of the hearings.
- 21.5 *Authority of Arbitrator.* Decision of an Arbitrator on matters properly before him/her shall be final and binding on the parties. No Arbitrator 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 Article 19, Grievance Procedure, or is an appeal from severe disciplinary action, and has been processed in accordance with all provisions thereof and herein. The Arbitrator's authority shall be limited only to the application and interpretation of the provisions of this negotiated agreement.
- 21.6 *Costs.* The fees and expenses of the Arbitrator and of a court reporter, if used, shall be shared equally by the employee organization or the grievant, if the grievant is not represented by the Association, and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. Provided, however, if either party rejects the Arbitrator's decision as evidenced by overturning it or seeking relief in Court to have it vacated or modified, that party shall assume full responsibility for all jointly incurred costs of the Arbitrator process. For the purposes of this section the parties shall be considered as either: the County and the Employees

Association or, if a grievant is not represented by the Association, the County and the grievant(s). The Association agrees to indemnify and hold the County harmless from any claims, awards and/or judgments resulting from the failure of the Association or any of its principals in meeting and/or satisfying any costs assigned by a responsible third party authority under the terms, rights and obligations of this Article 21.

22. PERSONNEL FILES

- 22.1 *Review and Release of Information.* Each employee shall have the right, upon written request, to review the material in his or her own personnel file during duty hours.
- 22.1.1 A representative chosen by the employee may, at the employee's request, accompany the employee in this review.
- 22.1.2 Materials shall be released only for the purpose of processing grievances and for County legal documentation, except when written consent is given by the employee or when required by law.
- 22.2 *Placing Material in File.* All material in the file must be signed by the source of the material and dated. No anonymous letters or material shall be placed in a personnel file.
- 22.3 *Review of Written Statements by Employee.* No written statement related to the employee's assigned duties or responsibilities shall be placed in the employee's personnel file until after the employee has had an opportunity to review it. The employee will be allowed to attach a written response to any notice of discipline placed in his/her file.
- 22.4 *Copies of Personnel File.* An employee will, on written request to the County Administrator, receive copies of all materials in his/her personnel file. The County may assess a reasonable fee for providing such copies.
- 22.5 *Comments from the Public.* Comments from the public shall be placed in an employee's personnel file only if the comment is an attachment to documentation of performance prepared by a County supervisor or manager.

23. LAYOFF PROCEDURE

- 23.1 *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 performance, qualifications and seniority within the job class within the affected department.
- 23.2 *Order of Layoff.*
- 23.2.1 Initially the County shall consider employees for layoff using the criteria of performance, qualifications and seniority within the job class and department.

- 23.2.2 When selecting which employee will be laid off, the County will review the qualifications of the employees in the affected job class. If the County finds:
- A. The employee has qualifications not possessed by another employee and
 - B. The qualifications are needed by the department, then the County may layoff other employee(s).
- 23.2.3 Qualifications to be considered 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.
- 23.3 *Layoff Appeal Procedure.*
- 23.3.1 *Notice of Appeal.* In the event that an employee who has been laid off out of seniority order believes the decision based upon performance and 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 Administrator within five (5) working days of delivery of the layoff notice to the employee.
- 23.3.2 *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.

- 23.4 *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. Recall shall be in inverse order of layoff. No probationary period shall be required.
- 23.4.1 *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) calendar days of mailing of notice of recall to County employment.
- 23.4.2 *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 Administrator's Office of his/her current address.
- 23.4.3 *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 for appointment when the following conditions exist:
- A. *Temporary work within the job class or for which the laid off employee is qualified -* Work shall be offered to the laid off employee.
 - B. *Vacant position at the same or lower range and in the same department from which the employee was laid off -* Position shall be offered to the laid off employee, subject to completion of a probationary period, if the employee meets the qualifications for hire; and
 - C. *Vacant position at the same or lower range but in a different department from which the employee was laid off -* Employee shall be considered for the position and may be offered the position, subject to completion of a probationary period, if qualified.
 - D. An employee who fails to meet the probationary period prescribed by this section of the Agreement will be returned to layoff status.

24. PEACEFUL PERFORMANCE

- 24.1 *Prohibitions.* 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 residents of the County of Humboldt. 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), in any office or

department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any such 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.

- 24.2 *Responsibilities of Association.* 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 and publicize that such work-stoppage is in violation of law and this Agreement and is unauthorized, and shall 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 and the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work-stoppage, 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.

25. FULL UNDERSTANDING, MODIFICATION AND WAIVER

- 25.1 *Full Understanding.* It is intended that this Agreement sets 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.
- 25.2 *No Interim Bargaining.* 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.
- 25.3 *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 department head and/or the Board of County Commissioners.

25.4 *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.

26. SAVINGS

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

27. TERM OF AGREEMENT

The County and the Association agree that the term of the Agreement shall commence on July 1, 2016 and expire at midnight on June 30, 2018. The County may reopen this agreement to renegotiate during its term to address a “fiscal emergency” in accordance with the requirements of NRS 288.150(4). Unless otherwise noted herein, any changes caused by the approval of this agreement shall be prospective.

FOR THE COUNTY:

FOR THE ASSOCIATION:

Marlene Brissenden,
Chairperson
Board of Commissioners
Humboldt County

Betty Lawrence
President
Humboldt County Employees
Association

Dated: _____

Dated: _____

COLLECTIVE BARGAINING AGREEMENT

**HUMBOLDT COUNTY
and the
HUMBOLDT COUNTY EMPLOYEES ASSOCIATION**

2016-2018

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