

THE OPERATING ENGINEERS
LOCAL UNION NO. 3

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EFFECTIVE JANUARY 1, 2017

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF LANDER, NEVADA
AND
THE OPERATING ENGINEERS LOCAL UNION NO. 3**

The parties agree that Article 8 of the contract between the County of Lander, Nevada and the Operating Engineers Local Union No. 3 be amended and understood as follows:

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Effective January 1, 2017

A. All bargaining unit employees shall be entitled to annual leave with pay at the following rates:

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned	Accrual Rate Annual	Maximum
Less than one (1) year	80 hours	6.67 hrs/month	240 hours
One (1) through two (2)	96 hours	8 hrs/month	240 hours
Three (3) but less than seven (7) ..	120 hours	10 hrs/month	240 hours
Seven (7) but less than ten (10) ..	144 hours	12 hrs/month	240 hours
Ten (10) or more	168 hours	14 hrs/month	240 hours
Fifteen (15) or more	192 hours	16 hrs/month	240 hours
Twenty five or more	200 hours	16.67	240 hours

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Note: All employees hired prior to January 1, 2017 who have a lower accrual rate shall begin accruing at the new applicable rate on January 1, 2017. All employees hired prior to January 1, 2017 who are currently at a higher accrual rate than the new rates shall maintain their current rate until they reach the next applicable step that meets or exceeds their current rate.

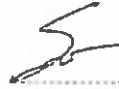
All other language in Article 8 not addressed in this MOU shall remain in place.

Dated: _____

Sean Bakker, Chairman
Lander County Commission

Russell Burns, Business Manager
Operating Engineers Local #3

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Scott Fullerton, Business
Agent Operating Engineers
Local #3

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF LANDER, NEVADA
AND
THE OPERATING ENGINEERS LOCAL UNION NO. 3**

~~The parties agree that Article 8 of the contract between the County of Lander, Nevada and the Operating Engineers Local Union No. 3 be amended and understood as follows:~~

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- A. ~~All appointed employees of Lander County shall be entitled to sick and disability leave with pay at the following rates for each month of service in the employment of Lander County:~~

~~Less than 10 years ——— 10 Hours per month
10 years or more ——— 12 Hours per month~~

~~These may be cumulative from year to year, not to exceed 720 hours, subject to the following conditions: An employee is entitled to use sick leave and disability leave only when incapacitated to perform the duties of his/her position due to sickness or injury, when quarantined or when receiving medical or dental service or examination. Sick or disability leave exceeding more than three (3) consecutive days shall require written confirmation by the physician or dentist unless otherwise approved by the Board. In the event of a serious illness in an employee's family requiring his attendance, as verified in writing by the treating physician, an employee may use sick leave not to exceed four (4) consecutive days, provided the family member is within the employee's immediate family. Immediate family consists of spouse, children and parents or other relatives where the employee is appointed legal guardian and residing in the household.~~

~~All other language in Article 11 not addressed in this MOU shall remain in place.~~

~~Dated:~~

~~Sean Bakker, Chairman
Lander County Commission~~ ~~Russell Burns, Business Manager
Operating Engineers Local #3~~

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Scott Fullerton, Business
Agent Operating Engineers
Local #3

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AGREEMENT

THE COUNTY OF LANDER, NEVADA

And

OPERATING ENGINEERS, LOCAL 3

of

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

AFL-CIO

July 1, 201~~96~~ to June 30, ~~2019~~2022

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PREAMBLE

The County is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the County;

Both the County and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services;

Both parties recognize this mutual responsibility. They have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the County and its employees, and with the intention and desire to foster and promote the responsibility of sound, stable and peaceful labor relations between the County and its employees;

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Nevada;

The parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in the Agreement.

ARTICLE 1: RECOGNITION

Lander County, hereafter called County, recognizes the Operating Engineers Local 3, hereafter called Union, as the exclusive representative of all regular employees employed by Lander County, as certified under the provisions of Nevada Revised Statutes, Chapter 288. The following positions will be excluded from the bargaining unit:

Assistant District Attorney

Directors

Probationary Employees

Seasonal Employees

Part Time Employees (working less than 20 hours per week)

Supervisors

Administrative Assistant

Department Heads

Administrative Assistant to the County Manager

Immediate Assistant to each Department Head/Elected Official

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ARTICLE 2: DEFINITIONS

A. TYPES OF COUNTY EMPLOYMENT

1. Temporary: A temporary employee is one-an employee who is hired for a period not to exceed six (6) months. If a temporary employee's status is changed to probationary, his or her probationary period shall be retroactive to the date of employment.
2. Regular Intermittent: A regular intermittent employee is one-an employee who is filling a budgeted position. The hours the employee is required to work are at the discretion of his or her department head.
3. Probationary: A probationary employee is one-an employee who is hired to fill a budgeted position. Such employees will remain in this-probationary status for (6) six months of continuous employment and may be terminated at the discretion of the supervisor. The County may extend an employee's probationary period for up to sixty (60) calendar days with-by issuing prior written notification to the employee and the Union prior to the end of the six (6) month probationary period. Such terminations shall not be for the purpose of keeping jobs filled with probationary employees.
4. Regular: Except as conditions above, a regular employee is one who has completed a six (6) month probationary period. The term "employee" as used in this Agreement applies to those persons having a regular appointment to the work force of the County, as listed in Appendix A.

B. TRANSFER

Is defined to mean any movement of an employee from one position to another position in the same class or related class with the same salary grade, or the movement of the employee with his or her position or classification to another location.

ARTICLE 3: NONDISCRIMINATION

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, physical or visual handicap, national origin, sexual orientation or because of political or personal reasons or affiliations. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

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ARTICLE 4: MANAGEMENT RIGHTS

The County retains the sole right to manage its affairs and direct its work force within the existing framework of the Nevada Revised Statutes, but not limited to the right to plan, direct and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees including qualifications under the layoff procedure; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of mundane order, safety and/or effective operations of its facilities; and to require compliance therewith by employees; to discipline and discharge employees for cause. The County shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject to express restrictions on such rights, if any, as are provided in the Agreement or N.R.S. 288.

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ARTICLE 5: DISCHARGE AND DISCIPLINARY ACTION

A. The right to maintain discipline and efficiency of employees is vested exclusively in the County. All disciplinary action or measures taken by the County shall be for just cause and may include the following: oral reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion, or discharge. Only the following disciplinary actions may be grieved to step 3 (arbitration): suspension without pay exceeding three (3) days, involuntary demotion, or discharge may be grieved to step 3 (arbitration). Grievances do not postpone disciplinary action.

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B. The County shall have the right to discharge or discipline any employee for cause, but in determining discipline, the County shall not transfer or reassign any employee for disciplinary purposes.

B- The term "cause" shall include, but not be limited to the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, time cards, or any other records or reports; recording on another employee's time card; failure to properly record time; performance of work below required standards; suspension or revocation of a driver's license when possession of a valid driver's license is a condition of employment; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; theft; destroying or willfully damaging the property of another employee or the County; acceptance of a bribe from citizens, vendors, suppliers or others; misuse of County funds; the use or being under the influence of drugs or alcoholic beverages, on the job, during working hours; carrying or possessing firearms while on the job; excessive tardiness or absenteeism; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication with false or defamatory oral or written statements directed against a fellow employee, the County or management or the County Commission; sleeping on the job, or failure to comply with County

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safety rules; loss or suspension of license or certification that are a condition of employment; harassment and sexual harassment of other employees or the general public.

C. As determined by the County, the level of severity of the discipline is dependent on the nature of the act and circumstances. When a complaint against an employee does not warrant discharge, the disciplinary action will be based on the severity of the complaint and take the form of: (1) oral reprimand; (2) written reprimand; (3) suspension with pay; (4) suspension without pay; or (5) involuntary demotion. One or more of the actions 1 through 5 may occur prior to discharge. The County shall notify the Union within ten (10) working days after the issuance of a written reprimand, however, this notification shall not extend the time for filing a grievance.

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D. The County shall notify the Union of its intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting where the employee and the Union Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

E. The County may not discharge employees covered by this contract for cause without first giving the employee and the Union written notice prior to the action being taken.

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The written notice shall include the following:

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1. A statement that discharge is proposed and the specific charges.
2. Copies of any material or documents upon which the proposed action is based.
3. A statement that the employee has a right to meet with the County to discuss the proposed action.
4. The date, time and location of the pre-termination meeting.

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The employee and Union representative shall meet with the County to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for the consideration of evidence the employee produced or further investigation of the employee's response. Failure of the employee to attend these scheduled pre-termination meetings constitutes a waiver of the pre-termination meeting.

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G. F. In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the County or substantially disrupt County operation, the County may immediately place the employee on Administrative leave with pay upon giving the appropriate notice in Sections D and E.

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~~H.G.~~ Any record of disciplinary action, excluding oral warnings, ~~in order to~~ remain effective, must be placed in the employee's official personnel file.

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~~I.H.~~ Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

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~~J.I.~~ Involuntary demotions shall be limited to instances of documented substandard performance during and after completion of the probationary period.

~~K.J.~~ Any time limits contained in this Article may be extended by written mutual agreement of the Employee or Union and the County.

~~L.K.~~ For the purposes of this Article, "County" includes the County Manager, Elected Official, Department Heads and County Commissioners.

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~~M.L.~~ Probationary employees are not covered by this article.

ARTICLE 6: PROCEDURE FOR FILLING VACANCIES

A. All bargaining unit position vacancy announcements shall contain all necessary information regarding the position and shall first be posted on at least one bulletin board in each County courthouse for at least five (5) working days prior to the deadline for applications contained on the vacancy announcement.

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B. The Union Steward, designated by the Union and working in the Battle Mountain Courthouse and in Austin shall receive a copy of the announcement.

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C. Employees interested in being considered for the position shall submit an application to the County Clerk.

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D. All employee applicants for positions shall be considered in ~~determining~~ determining who is best qualified for the position. Factors to be considered in making the selection will include County service, appropriate education, training, experience, past performance and the result of an oral interview, if necessary. All other factors being equal, the length of service and the training received within the County will be the deciding factors, and the result of an oral interview with the Department Head, Elected Official, or selection team if necessary.

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E. All employee applicants will be advised of the outcome of their applications. The rejection of an applicant shall not be ~~grievable~~ subject to grievance under the grievance procedure.

F. Intra-departmental promotions shall not be governed by the provision herein as to the announcement of vacancies.

G. All County employees that have been promoted or transferred will serve a thirty (30) calendar ~~(30)~~ day probationary period.

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H. Employees that fail to perform the new job requirements to the satisfaction of the County or as determined by the employee may return to the employee's previously held position within fifteen (15) working days after any promotion or transfer pursuant to this article, otherwise the employee will be placed on a County wide recall list as provided by the seniority article of this agreement. Employees filling such previously held positions by initial probationary appointment, promotion or transfer may be automatically demoted, transferred or terminated at the County's sole discretion if the promoted or transferred employee returns to the previously held position pursuant to this section.

I. If a new hire probationary employee resigns or is terminated within six (6) months of initial hire, the County may use the last of eligible applicants to fill the vacancy prior to reposting the vacancy pursuant to paragraph A.

I.J. Once a month the County will provide the Union Business Representative with a list of new employees hired by the County into the positions listed in Appendix A.

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ARTICLE 7: ACCIDENT LEAVE

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When an employee is absent from employment by reason of an accident for which benefits are payable and received under County /Self Insured and the employee so elects, the County of Lander shall pay to such appointed employee, during the period of disability, full sick leave benefits and further, at the election of said appointed employee, full annual leave benefits may be drawn during said continuing period of disability, but shall be drawn only to the extent of the difference between his or her salary and ~~SITS-SHS/workers compensation~~ benefits. The employee may decline use of any part of said sick and annual leave benefits normally payable to him or her while receiving benefits under the State Industrial Insurance System. During such period of time, any employee electing not to receive sick or annual leave benefits shall be considered to be on leave of absence without pay.

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ARTICLE 8: ANNUAL LEAVE

A. All bargaining unit employees shall be entitled to annual leave with pay at the following rates" ~~All bargaining unit employees shall be entitled to annual leave with pay at the following~~

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Years of Service	Vacation Accrual	Maximum
Accrual	8	240 hours
0 – completion of 5 years	10	240 hours

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned	Accrual Rate	Maximum Accrual
Less than one (1) year.....	80 hours	6.67 hrs/month	240 hours
One (1) Date of hire through two (2)	96 hours	8 hrs/month	240 hours
Three (3) but less than seven (7)	120 hours	10 hrs/month	240 hours
Seven (7) but less than ten (10)	144 hours	12 hrs/month	240 hours
Ten (10) or more.....	168 hours	14 hrs/month	240 hours
Fifteen (15) or more.....	192 hours	16 hrs/month	240 hours
Twenty-five or more.....	200 hours	16.67 hrs/month	240 hours

*Historical Note:

All employees hired prior to January 1, 2017, who had a lower accrual rate prior to January 1, 2017, began accruing at the new applicable rate as set out herein on January 1, 2017. All employees hired prior to January 1, 2017 who are currently at a higher accrual rate than the new rates shall maintain their current rate until they reach the next applicable step that meets or exceeds their current rate.

Total County service, even though interrupted, will be counted if a person returns to County service within two (2) years of his/her date of separation and has worked three (3) continuous years subsequent to reemployment.

An employee will not be allowed to carry more than 240 hours annual leave at any time. The employee will be required to take any leave amount over the maximum accrual within thirty (30) days. If an employee falls sick during approved annual leave, the time he or she is sick cannot be charged to sick leave without a doctor's certificate and the e

approval of the Board of County Commissioners. Annual leave benefits shall be

considered only to be time off with pay. Payment for time accrued in lieu of annual

leave will be not allowed, except as provided below. Leave year is to be construed the

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same as the calendar year (January 1 through December 31).

- B. The Commissioners shall have the authority to grant leaves of absence to any employee without prejudice to status, but no vacation or sick leave credits shall accrue during such leave period.
- C. Employees shall be entitled to compensation not to exceed a maximum of 240 hours for accrued annual leave upon the termination of employment, such compensation to be equal to the number of accrued hours of annual leave multiplied by the hourly wage of such employee at the time of ~~termination~~. ~~However, the termination of his or her employment, this paragraph shall not apply to employees of the County who have been in the employment of the County for less than six (6) consecutive months.~~
- D. If an employee is nearing maximum accrual, (240 hours) and requests annual leave to avoid losing the overage, and such leave is denied by their supervisor, the supervisor will be required to submit written notification of the denied leave hours to the Board of County Commissioners for payment approval for the requested leave hours. Upon approval by the Board of County Commissioners, such employee shall be paid for the requested leave hours on his or her next paycheck.
- E. During, the first six (6) months of employment of any employee, annual leave shall accrue, but no annual leave shall be taken during such period.
- F. No employee shall be absent from employment on annual leave without first obtaining approval from his or her department head.
- G. If the employee has filed a written designation of beneficiary, the final payment of compensation due a deceased employee of any county, city, town, township, district or any other political subdivision of the State of Nevada, is not his or her property or that of his or her estate, but shall be released to the designated beneficiary upon the written request of such beneficiary. If the deceased employee has not filed such a designation with his or her employing public entity, the final payment is part of the employee's personal estate. As used in this section, "final payment" means the net amount due the employee after the deduction of all lawfully withheld sums from the employee's gross compensation.
- H. Employees intending to retire shall provide written notice to the Human Resources Director upon submission of paperwork to the Public Employees Retirement System, or at a minimum, sixty (60) calendar days prior to their intended retirement date, whichever is greater.
- I. Employees shall not be granted annual or compensatory leave within sixty (60) calendar days of retirement or Resignation/termination.

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~~All appointed employees of Lander County shall be entitled to sick and disability leave with pay at the following rates for each month of service in the employment of Lander County:~~

~~Less than 10 years 10 Hours per month
10 years or more 12 Hours per month~~

~~I. These may be cumulative from year to year, not to exceed 720 hours subject to the following conditions: An employee is entitled to use sick leave and disability leave only when incapacitated to perform the duties of his/her position due to sickness or injury, when quarantined or when receiving medical or dental service or examination. Sick or disability leave exceeding more than three (3) consecutive days shall require written confirmation by the physician or dentist unless otherwise approved by the Board. In the event of a serious illness in an employee's family requiring his attendance, as verified in writing by the treating physician, an employee may use sick leave not to exceed four (4) consecutive days, provided the family member is within the employee's immediate family. Immediate family consists of spouse, children and parents or other relatives where the employee is appointed legal guardian and residing in the household.~~

ARTICLE 9: BEREAVEMENT LEAVE

- A. ~~When a death occurs in the immediate family of an employee, said employee shall be entitled to leave of absence of up to two (2) consecutive workdays with pay. The employee shall be entitled to an additional five-eight (85) days to be chargeable against sick leave to attend the funeral. Employees absent from work, due to the death of a person not related as immediate family, shall have said day charged against the employee's annual leave.~~
- B. When taking Bereavement Leave, the employee shall notify his/her department head or the designee as soon as possible.
- C. Verification may be required by the County in order to receive this benefit.
- D. Significant other shall be defined as; a person (not necessarily a spouse) with whom an employee cohabits and shares a long-term sexual relationship (greater than one (1)

continuous year). The Executive Director may require documentable proof of cohabitation.

- E. Immediate family shall be defined as; an employee's spouse, parents (including step), in-laws, grandparents, grandchildren, children (including step), brothers, sisters, aunts, uncles, nieces, nephews, children's spouse or corresponding relation by affinity, significant other and, if living in the employee's household, includes foster children and foster parents.

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ARTICLE 10: MILITARY LEAVE

In the event that an employee is absent due to being called to duty into the military service of the United States or the State of Nevada, he/she will be allowed time off as required by law.

ARTICLE 11: SICK AND MATERNITY LEAVE

- A. All employees ~~of Lander County~~ shall be entitled to sick ~~and disability~~ leave with pay at the following rates for each month of service in the employment of Lander County:

Less than 10 years	10 Hours per month
10 years or more	12 Hours per month

~~These, which~~ may be cumulative from year to year, not to exceed seven hundred and twenty (720) hours, subject to the following conditions: An employee is entitled to use sick leave ~~and disability leave~~ only when incapacitated to perform the duties of his/her position due to sickness or injury, when quarantined or when receiving medical or dental service or examination. Sick ~~or disability~~ leave exceeding more than three (3) consecutive days shall require written confirmation by the physician or dentist unless otherwise approved by the Board. In the event of a serious illness in an employee's family requiring his attendance, as verified in writing by the treating physician, an employee may use sick leave not to exceed four (4) consecutive days, provided the family member is within the employee's immediate family. Immediate family consists of spouse, children and parents or other relatives where the employee is appointed legal guardian and residing in the household.

- B. ~~C.B.~~ County employees that have accrued in excess of seven hundred twenty (720) hours of sick leave shall, in recognition of budget economy through keeping sick leave requests to a minimum, receive an additional twenty-four (24) hours of annual leave for each multiple of forty (40) hours in excess of the seven hundred twenty (720) hours maximum. For example, if an employee has accrued seven hundred sixty (760) hours sick leave, that employee shall receive twenty-four (24) hours additional annual leave or vacation leave. However, his/her allowed maximum for sick leave shall be reduced to seven hundred twenty (720) hours. Hours will automatically convert at seven hundred sixty (760) hours.
- ~~D.C.~~ The time off work due to pregnancy of an appointed female employee shall be chargeable against sick leave. All sick leave and annual leave must be used before a leave of absence may be granted by the Board of Commissioners.

- D. Accrued sick leave will be deducted from any requested and approved FMLA leave.

- E. Nevada Public Employment Retirement System (PERS) options

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Upon Nevada Public Employment Retirement System (PERS) retirement, or written notice of intent to retire from the Nevada PERS retirement, by an employee that has served a minimum of fifteen (15) years of ~~continuous~~ service with Lander County, and has been employed by the County for a minimum of five (5) continuous years before he or she seeks to retire, the employee may apply for one (1) of the below benefit options. Notice of retirement documentation must be provided to the satisfaction of the County, including approval by Nevada PERS prior to the County processing any benefit application.

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1. Purchase of Public Employee Retirement System credit;

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The employee may request the County make a payment to Nevada PERS towards their Public Employee Retirement System retirement credit subject to the requirements under Nevada law and Nevada PERS Policy including but not limited to Section 6.11 (as amended) requirements and limitations.

The employee's Sick Leave hours will be converted at the employee's regular hourly rate for every hour accrued in the employee's Sick Leave bank up to a maximum calculated payment of sixteen thousand eight hundred dollars (\$16,800). The County will purchase Nevada PERS service credit for the retiree subject to the requirements of Nevada Law, Nevada PERS Policy and approval of Nevada PERS.

The employee shall provide a minimum of sixty (60) days written notice prior to retirement in order for the County to process the request and make payment to Nevada PERS on behalf of the retiree. Any disapproval by Nevada PERS eliminates this benefit option.

2. Establishment of Retirement Insurance Fund.

The employee may request the County establish a retirement ~~medical~~ insurance fund, held and managed by the County.

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Subject to an approved Nevada PERS retirement, the employee's Sick Leave hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Sick Leave bank up to a maximum calculated credit of sixteen thousand eight hundred dollars (\$16,800).

The purpose of the limited fund is to provide the employee with a limited timeframe of EMPLOYEE ONLY medical coverage or EMPLOYEE ONLY supplemental medical coverage after the employee retires from employment with Lander County. The employee may elect to remain on the County's Insurance plan, or seek outside insurance coverage.

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If the employee elects to remain on the County insurance plan, the corresponding payment for such plan shall be deducted from the established fund on a monthly basis.

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If the employee elects to obtain outside insurance coverage, the County will reimburse the retiree for the monthly premium. The retiree must submit documentation, to the County's satisfaction, of a paid in full monthly premium prior to reimbursement by the County. The County will not make direct payments outside their selected insurance carrier.

Once the retiree's calculated credit in the fund is expended, the retiree's fund account will be closed and no further payment will be provided. Any funds not expended at the time of the retiree's death or upon the fifteenth (15) year after the employee's retirement from Lander County will revert to the County General Fund. The retiree's account will be closed and the benefit will no longer be available.

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3. Leave buyout

The employee may request a leave buyout.

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Subject to an approved Nevada PERS retirement, the employee's Sick Leave hours will be converted at the employee's current hourly rate for every hour accrued in the employee's Sick Leave bank up to a maximum calculated credit of five thousand dollars (\$5000). The retiree shall receive the leave buyout check within 15 days following their last date worked with Lander County and verification of retirement in the Nevada PERS System. Under any of this option, the employee/retiree remains solely liable for any required taxes or deductions. This option is not subject to the provisions of Section 4.

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- ~~4.~~ 4. Under either option 1 or 2, the employee/retiree remains solely liable for any required taxes or deductions. In the event the employee/retiree or Nevada PERS rescinds the employee's/retiree's retirement and/or the employee/retiree remains employed with Lander County or any other Nevada public employer, or re-enters the Nevada Public Employee Retirement System, for any reason, the employee/retiree must repay any amount the County paid based on this section, and the employee/retiree is no longer eligible for the benefits of this section. Any unused funds revert to the County's General Fund. If Lander County is required to commence litigation to recover said monies, then the employee/retiree agrees that any judgment shall also include reasonable attorney's fees and costs incurred by Lander County.

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ARTICLE 12: UNION BUSINESS LEAVE

- A. Three (3) members of the Union Negotiation committee may be granted ~~unpaid or annual leave~~paid union leave from duty for all meetings between the County and the Union for the purpose of negotiating the terms of this contract, when such meetings take place at a time during which such members are scheduled to be on duty. After conclusion of all such meetings, the Union Steward will be required to return to duty within their assigned work schedule. ~~Unpaid or annual leave~~Paid union leave granted under this section includes any required travel time from the employee's assigned work location to the location of the meeting between the Union and County. Not more than one (1) member of the Union negotiation committee shall be from a work location outside of Battle Mountain, Nevada.
- B. One (1) Union Steward may be granted ~~unpaid or annual~~paid union leave from duty for all meetings between the County and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. No employee shall be required to take leave from a regularly scheduled shift for the purposes of processing a grievance or representing an employee for a disciplinary hearing.
- C. Whenever conditions permit, two (2) Union Stewards may be granted ~~unpaid or annual~~paid union leave from duty for any reasonable and just cause as may be determined and granted by the County Commissioners. Approval for such leave by the County Commissioners shall not be unreasonably denied.
- D. The Union shall notify the County of the designated business representative, who shall be authorized to meet and confer with County employees and department heads concerning the enforcement of the provisions and terms of this Agreement and other working conditions.
- E. Not more than one person from a single department may leave, either for the negotiation meetings or for steward business.
- F. Union stewards may be allowed reasonable time to contact their non-employee union representative by phone while on duty regarding requests for representation or grievances which require an immediate response. Such contacts must have prior Department Head or designee approval, which will not be withheld unless the contact will have an adverse impact on the operational requirements of the affected County Department.
- G. Employees may take ~~unpaid leave or annual~~paid union leave to attend to Union Business under this article if they choose. No employee shall be required to take annual leave to process a grievances, attend negotiations or other business. All Union business shall be handled outside working hours or during breaks. Employees who are the subject of discipline are not subject to the requirement of using unpaid or annual leave.
- H. The County shall allow the posting of Union information in the County Administration Building employee break room and other County break rooms and

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other locations authorized by the Executive Director which authorization will not be unreasonably withheld regarding meetings or events which shall not include any derogatory information.

- I. Paid union leave will not be granted, and member time will not be compensated by the County, for time spent related to union business when a member of the negotiation committee is not regularly scheduled to work.

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ARTICLE 13: MEETING ROOMS AND BULLETIN BOARDS

- A. It is the privilege of the Union to use provided space on the County bulletin boards for the posting of information or notices concerning Union business. In addition the County shall allow the Union to post one meeting notice per County bulletin board. A copy of all material to be posted will be sent to the County Commissioners and/or their representatives when posted.
- B. Upon prior approval and subject to availability, the County may provide space for Union meetings.

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ARTICLE 14: JURY DUTY/COURT APPEARANCE

- A. Any employee requested to appear in any court or before the Grand Jury as a juror or witness in a criminal case or a civil case with purpose of giving testimony for the County, shall receive full compensation as though he or she were actually on the job during the time.
- B. The employee shall claim any jury, witness, or other fee, except mileage or meals, to which he or she may be entitled by reason of appearance and pay the fee(s) over to the County Treasurer.
- C. Employees appearing in court for the above stated reasons on scheduled days off shall retain the use of compensation as may be authorized for that appearance.
- D. The employee shall return to work or remain at work as much as possible.
- E. Employees will be given time off to dress and/or clean up prior to appearance as necessary.

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ARTICLE 15: EDUCATIONAL COURSES

- A. It is the policy of the County that tuition fees for approved job related educational and training courses for County employees may be approved, subject to acceptance by the Board of Commissioners.

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F.B. Any employee attending an approved course at the request of the County shall not lose any wages or benefits.

ARTICLE 16: SALARIES

A. SALARY DURING TERM OF AGREEMENT

- a. ~~Increase current starting wage levels in effect June 30, 2016 by 2.0% effective first full pay period following July 1, 2016. See attached Appendix A-1.~~
Sala ~~Increase current starting wage levels in effect June 30, 2017 by 2.0% effective first full pay period following July 1, 2017. See attached Appendix A-2.~~
ry ~~Increase current starting wage levels in effect June 30, 2018 by 2.0% effective first full pay period following July 1, 2018. See attached Appendix A-3.~~

a. Salary

- o FY 2020 (July 1, 2019 – June 30, 2020) Increase the current wage levels in effect on June 30, 2019 by 2.0%.
- o FY 2021 (July 1, 2020 – June 30, 2021) Increase the current wage levels in effect on June 30, 2020 by 2.5%.
- o FY 2022 (July 1, 2020 – June 30, 2022) Increase the current wage levels in effect on June 30, 20192021 by 2.0%.

b. Merit Increase for the term of the Contract

- Employees will remain eligible to achieve promotion during the term of the contract.
- Employees who receive a promotion or grade increase during a contract year are ineligible to receive a merit increase in the contract year in which they receive the promotion or grade increase. When the employee receives a promotion or grade increase the employee begins at the entry hourly rate for the promotion or grade increase.
- Employees eligible to receive a merit increase during the term of this contract, may receive a merit increase of up to 2.0% per contract year not exceeding the entry of the next higher grade. The amount of the merit increase will be based on the employee's evaluation as determined by the employee's supervisor. The amount of the merit increase will not be subject to grievance. Any merit increases will be

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issued the first full pay period following January 1st of the the employee's evaluation of the contract year in question.

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- Should an employee disagree with his or her evaluation, he or she may request a reconsideration of the evaluation to the employee's supervisory elected official, or his or her designee. The supervisory decision is final and binding, and not subject to grievance. Requests for reconsideration must be issued to the employee's supervisor within five (5) business days of the issuance of the evaluation.

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- Merit increases as set out in this provision will sunset at the expiration of this contract and will be of no force or effect after June 30, 2022.

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~~The above wage increases will also be applied in the same amounts and on the same effective dates to employees who were not paid on the FY 2016 Starting Hourly Wage scale on or before June 30, 2016 and above FY 2017, FY 2018 and FY 2019 Starting Hourly Wage scales due to past effect of Article 16 (F) and/or (G).~~

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B. SALARY RATE UPON INITIAL APPOINTMENT

1. New employees hired into entry level classifications shall be paid at the entry level on Appendix A for each class assigned.

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C. SALARY RATE UPON LATERAL TRANSFER

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

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- D.** The following shall not be considered as breaks in qualifying service for salary adjustment and longevity:

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1. Authorized military leave, provided that the person is reinstated within ninety (90) days following honorable discharge from the military service.

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2. Authorized educational leave.

3. Time during which employee is receiving compensation for injury or disease arising out of, and in the course of, his or her employment.

4. Authorized leaves of absence due to long term illness may be extended beyond ninety (90) days upon written request of the department head and employee to the Board of Commissioners for approval.

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E. NEW JOB CLASSIFICATIONS

The County shall advise the Union of all new job classifications it intends to implement at least ten (10) days prior to said implementation.

F. SALARY RATE ON PROMOTION

Upon promotion to a higher classification the affected employee's wage shall be calculated as follows;

- a. 1. If the employee's pre-promotion wage is lower than the promoted wage, the employee's wage will be increase based on contractual scales.
- b. 2. If the employee's pre-promotion wage is higher than the promoted wage, the employee's pre-promotion wage will be increased 5%.

~~G. Any employee hired or promoted after March 31 shall not receive the contractual wage increase effective the immediate following July 1. This provision shall have no further effect for employees hired or promoted on and after July 1, 2016.~~

ARTICLE 17: UNION DUES

- A. Employees may authorize payroll deductions for the purpose of paying Union dues. Upon written authorization to the County from the employee, the County agrees to deduct, on a monthly basis from the wages of the employee, the amount of the Union dues.
- B. The sums deducted shall be forward to the Union after the deduction has been made.
- C. The Union agrees to indemnify, defend and hold the County harmless against any and all claims or suits that may arise out of or by reason or action taken by the County in reliance upon any authorization cards submitted by the Union to the County. The Union agrees to refund to the County any amounts paid to it in error, on account of the payroll deduction provision, upon presentation of proper evidence of error or mistake.
- D. The County will stop automatic dues deductions any time employee terminates dues deduction in writing.
- E. The Union will certify to the County, in writing, the current rate of membership dues. The County will be notified of any change in the rates of membership dues thirty (30) days prior to the effective date of such change.
- F. Upon ~~te~~termination of any employee, the remaining amount of dues for the time worked will be deducted from the his or her final paycheck.
- G. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate union dues when a member in

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good standing of the Union is in a non-pay status during part of the pay period. In this connection, all other legal and required deductions have priority over union dues.

ARTICLE 18: OVERTIME

- A. All hours of work officially approved by a department head in excess of an employee's basic work week is considered overtime. Overtime hours can be compensated for in one of two ways at the supervisor's discretion:

1. Compensatory time off ("CTO") figured at one and one-half ($1\frac{1}{2}$) times the overtime worked; or
2. Overtime pay will be calculated at one and one-half ($1\frac{1}{2}$) times the employee's base pay.

- B. Overtime is subject to the following conditions:

In general, overtime is allowable only in conditions of documental emergency; the period of overtime was necessary and proper and had been properly authorized, in writing, by the appropriate authority. The employee's workweek has been so scheduled to support peak workloads in order to keep requirements for overtime to a minimum.

- C. _____ No overtime shall accrue until a minimum of forty (40) hours are actually worked within _____

one basic workweek, seven consecutive twenty-four (24) hour periods beginning 12:00 a.m. Monday through 11:59 p.m. on the following Sunday.

The County may engage in alternative work schedules / alternative work weeks (four ten-hour shifts for example). Where the County wishes to institute an alternative work week schedule, the County will provide written notice to impacted employees and the Union at least fourteen (14) days prior to the start of the alternative schedule and will discuss the schedule with employees prior to implementation.

- D. Employees who are not required by the nature of their job to work holidays will be paid overtime for hours worked on holidays when properly authorized and approved, in writing, by the department head.

- E. _____ Overtime and compensatory time shall be recorded on time and attendance sheets. The sheet shall be submitted to the Finance Department. All claims for payment of overtime shall be approved by the department head and shall be paid on the next regularly scheduled paycheck. Compensatory time shall not be allowed to accrue beyond forty (40) hours.

- F. Hours worked for the purposes of computing overtime shall not include vacation, ~~C.T.~~

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CTOO, sick leave or other paid/unpaid time off but shall include unworked holidays listed in Article 23.

- G. Compensatory time off (CeTO) earned must be taken within the next calendar month after calendar month earned. If, for whatever reason, the employee does not take their compensatory time as required, the County shall automatically compensate the employee in the form of straight pay at the next regular payroll for each quarter hour of leave and the number of hours paid shall be deducted from the employee's leave bank.
- H. The County has implemented 9/80 work schedule allowed by the Fair Labor Standards Act as an alternative work schedule to the workweek defined in paragraph C. The work period begins at 12:00 p.m. on Friday and ends at 11:59 a.m. on the following Friday. Overtime is paid for any hours actually worked over 40 hours during the above work period. The Union agrees that use of the 9/80 work schedule on and before June 30, 2011 is not a violation of the prior labor agreement(s).

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ARTICLE 19: CALL BACK

Any unscheduled work required of an employee for which such employee is required by his/her department head or said department head's designee to return to his or her place of employment shall be considered overtime and to be at least two (2) hours in duration for the purpose of compensation not to exceed seven (2) hour increments within a 24 hour period.

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ARTICLE 20: STANDBY PAY

- A. Standby is defined as time in which an employee is required by the County to remain available within thirty (30) minutes or less, at the employee's residence to respond to any calls received. An employee may not consume alcoholic beverages while on standby status. An employee placed on standby status shall be compensated at the rate of Three Dollars (\$3.00) per hour for all time an employee is placed on standby at the employee's residence or within Battle Mountain or Austin residential limits. Standby shall not apply when the employee is required to carry a beeper/radio/electronic pager furnished by the County where movement within Lander County is not restricted. Standby will end when callback begins.
- B. In order to insure equity, standby opportunities shall be rotated among those employees qualified to perform the work.

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ARTICLE 21: WORKING OUT OF CLASSIFICATION

Those employees who are ordered to fill a higher classification, due to the absence or incapacitation of the incumbent of the higher classified position, shall be entitled to an increase

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of 2% of the employee's current hourly rate for the actual time acting in such higher classified position.

ARTICLE 22: SENIORITY.

- A. Seniority is defined as the length of continuous paid employment with the County. Seniority shall be retained, but shall not accrue, during the period of any leave without pay. This section shall refer to regular employees as heretofore defined.
- B. Seniority by department and qualifications shall be a principal consideration in cases of layoffs, demotions and recalls. The County shall give written notice fifteen (15) days prior to an employee's layoff or demotion. A County-wide reemployment list shall be established for employees affected by layoffs and/or demotions. Such a list shall take priority over departmental and other reemployment or employment lists in the event of rehiring. If the employee refuses an offer of reemployment in the same classification, wage and hours, the employee shall be removed from the list. A regular full-time employee that has been offered a part-time position may refuse that offer and remain on the recall list. Employees laid off due to lack of work, lack of funds or reorganization may only bump, i.e. replace, less senior bargaining employees in their department for bargaining unit position(s) for which the laid off employee is qualified. Determination of whether the laid off employee is 'qualified' is made at the sole discretion of the affected Department Head. The County reserves the right at the time it notices the layoff to designate critical or key bargaining unit positions which are not subject to this bumping procedure.
- C. On reemployment from a layoff list, if returned within one (1) year, the employee shall be reinstated to the classification, wage and hours held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, the employee shall be reinstated in the classification, wages, and hours that is most nearly comparable to the employee's original classification and wage as is possible under the circumstances.
- D. Upon reemployment, the salary shall be set pursuant to the Salaries Article of this Agreement.
- E. If a recalled employee is incapable of completing his reemployment from layoff probationary period, the County may extend said employee's probationary period or return said employee to layoff with recall rights status.
- F. Seniority shall be retained and continue to accrue during the period of any leave without pay approved by the Department Head and/or County Commissioners exclusive of any layoff pursuant to this article.

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ARTICLE 23: HOLIDAYS

A. The County and the Union agree that, for the purposes of this Article, holidays are to be recognized as follows:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King's Birthday)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4th (Independence Day)
- First Monday in September (Labor Day)
- Last Friday in October (Nevada Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving)
- The day after Thanksgiving (Family Day)
- December 25, (Christmas Day)

Any other day declared a legal holiday or day of mourning by the President of the United States, Governor of the State of Nevada or the Lander County Commissioners.

B. If January 1, July 4, November 11 or December 25 fall upon a:

1. Sunday, the Monday following must be observed.
2. Saturday, the Friday preceding must be observed.

C. All employees who, by nature of their job, are either required, directed or scheduled by their department heads to work on holidays, in addition to holiday pay, shall be compensated at the time and one half rate of pay for all hours performed on such days.

D. Employees not scheduled or required to work on a holiday will be compensated for said holiday by the County as outlined in section F.

E. In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled work day before and the scheduled work day after the holiday.

F. Employees not assigned to work the holiday will receive compensation based on a ten (10) hour day if the holiday falls on a day during which the employee is assigned to work a ten (10) hour shift.

G. For purposes of this Article, "holiday pay" shall be defined as an increment of pay equal

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to the hours of the employee's regularly assigned shift at an employee's regular, straight time hourly rate.

ARTICLE 24: HEALTH AND WELFARE

1A. Employees hired prior to July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Health and Welfare Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee and 50% of eligible dependent coverage in same plan. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

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2B. Employees hired after July 1, 2006:

Effective July 1, 2007 the County and Association agree that County contributions to the Health and Welfare Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee. Dependent coverage will be paid at 100% by employee. Full time employees are required to pay the excess monthly premium biweekly via automatic payroll deduction.

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3C. FY 2020 – FY 2022 Insurance Benefit

Effective July 1, 2019, and continuing through the term of this Agreement, the County and Association agree that County contributions to the Medical Insurance Plan for full time employees hired to work 35 or more hours per week will be paid at 100% of employee only premium amount for medical plan chosen by employee. An employee who is eligible to purchase dependent coverage and elects to participate in dependent coverage will be required to pay the first one hundred and twenty dollars (\$120.00) of the dependent coverage monthly premium. This payment will be made on a biweekly basis via automatic payroll deduction. For employee's participating in dependent coverage, the County will contribute the remaining premium amount for eligible dependents on a monthly basis.

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4D. Article 24(3) shall be effective July 1, 2019 and shall expire on June 30, 2022.

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5E. Part Time Employees

Part time employees working 20-35 hours per week will have monthly insurance premiums paid at 75%.

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September 7, 2000 agreement regarding 30-hour employees: Amend September 7, 2000 Agreement to add Gail Utter. All other requirements of September 7, 2000 Agreement remains in full force and effect.

~~A.~~ F. An employee on unpaid leave of absence may continue to carry County health insurance by making the full premium payments by the first day of each month.

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~~B.~~ G. The County and the Union agree that the County will continue to pay the premium cost of the employee's life insurance policy, as outlined in Section A above, such policy providing an amount of \$20,000 life and \$20,000 accidental death.

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~~C.~~ H. In the event it becomes necessary for the County to obtain a different provider for insurance, it shall attempt to maintain the present level of coverage.

ARTICLE 25: RETIREMENT

A. Subject to statutory requirement, the employer agrees to continue making the total employee contributions to the Nevada State Retirement System on behalf of its employees. Increases in PERS contribution rates during the term of this Agreement will be paid in accordance with the requirements of NRS 286.421.

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ARTICLE 26: PERSONNEL FILE

A. Each employee shall have the right, upon written request and at any time, to review the material in his or her own personnel file. Under no circumstances may personnel files be removed or taken from the County premises.

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B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.

~~C.~~ Personnel materials shall be released for the purpose of processing grievances and for County legal documentation and otherwise when written consent is given by the employee or by court order.

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D. Derogatory material in the file shall be signed by the employee, the source of material identified and dated. The signing by an employee of derogatory material only verifies the individual has read the material and is not an admission of guilt. Any employee may rebut any derogatory material placed in his/her file.

E. An employee will, on written request to the County, receive copies of all material in his/her personnel file at the prevailing rate charged for copying.

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F. Commendations shall be placed into the personnel file and a copy presented to the employee.

G. Copies of written reprimands shall be removed from the employee's personnel file and shall be returned to the employee at the end of 2 years following the date of the written reprimand if the intervening service has been satisfactory as determined by the employee's annual performance evaluation.

H. An employee who has received discipline involving suspension of 2 days or less may request in writing to the County Administrator after 24 months verification that the issue has been corrected or that no other violations of similar nature have occurred. The response shall be attached to the violation.

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ARTICLE 27: GRIEVANCE PROCEDURE

A. DEFINITION

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

The term "days" when used in the Article shall, except where otherwise indicated, mean working days rather than calendar days.

Both parties agree that these proceedings shall be kept confidential.

All hearings held by the arbitrator shall be closed sessions and no news releases shall be released during sessions without mutual written consent.

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B. TIME LIMITS

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered to. A violation of prescribed time limitation of this Article of the Agreement by the Union will mean the grievance is forfeited by the Union. A violation of prescribed time limitation of this Article of the Agreement by the County shall cause that, in the event of arbitration, the arbitrator will be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties to this Agreement may grant an extension to the requesting party, if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of extension being requested.

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C. PROCEDURES FOR FILING

All grievances will be processed in the following manner:

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SSSTEP 1

Within ten (10) working days of the event giving rise to a grievance or knowledge thereof, the grievated employee will present the grievance to his/her department head or designee for review in writing on the grievance form (Appendix B).

The grievated employee may request representation by a steward, business representative or Union representative at this hearing. The department head shall make a reasonable effort to review the grievance and, within five (5) working days of hearing said grievance, render a decision.

SSSTEP 2

Should the grievant be dissatisfied with the Step 1 formal response of the department head, the grievance shall be forwarded, in writing, within ten (10) working days of the Step 1 response to the County Commissioners or their designated representative, by the grievated employee or the Union's designated representative. Grievance hearings shall be conducted in closed session pursuant to NRS 288.220 (contractual disputes) or 241 (personnel matters) depending on the subject matter of the grievance. The County Commissioners or their designated representative shall respond, in writing, to the grievance within fifteen (15) working days of the date said County representative received the grievance. For the purpose of this Step of the grievance procedure, the County will keep the Union notified, in writing, of its designated representative.

STEP 3

The Union may request arbitration of an unresolved grievance. The Union shall notify the County, in writing, of such intent within ten (10) working days of receipt of the Step 2 written response. The parties shall attempt to reach an agreement on an arbitrator. In the event the parties fail to reach an agreement, the parties or Union shall request from the Federal Mediation and Conciliation Services a list of seven (7) arbitrators or, if both parties agree, the Union may request streamlined arbitration from the Nevada Arbitration Association or the American Arbitration Association. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The Union shall strike the first name from the list.

D. ARBITRATORS AUTHORITY

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the ~~terms~~ terms of this Agreement or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

E. EXPENSES

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The fees of the Arbitrator shall be borne equally by the parties. Should either party request the services of a court reporter, that party shall be responsible for all associated costs and shall provide a copy of said transcript to the other party. Each party shall be responsible for its own legal, witness and/or preparation fees. The Arbitrator shall not order a court reporter.

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F. **COMPLIANCE**

The parties agree to respond to the Arbitrator's decision within five (5) working days of receipt of said decision. The Arbitrator shall endeavor to render a discharge-related decision within fourteen (14) calendar days of the hearing, all other decisions within thirty (30) calendar days.

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G. **EXCLUSIVE REMEDY**

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure prior to taking any other action.

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ARTICLE 28: STRIKES

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A. The Union agrees that there shall be no strikes against the County under any circumstances and that all County employees shall continue to work under all circumstances.

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B. For the purpose of this Agreement, the meaning of the word "strike" shall include, but not be limited to, any concerted stoppage of work, slowdown, and interruption of the operations of the County by the Union and/or its members.

ARTICLE 29: ASSIGNMENTS REQUIRING MOTOR VEHICLES

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A. Whenever it is necessary for an employee to use a motor vehicle in the performance of assigned duties, such vehicle shall be furnished or employee shall be compensated for the use of said employee's personal vehicle at the standard mileage reimbursement rate for which a deduction is allowed for the purposes of Federal income tax that is in effect at the time of the use of the employee's personal vehicle [NRS 281.160 (3)].

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B. Except where previously approved by the Executive Director or affected Elected Official in writing, County vehicles may only be used, driven or otherwise operated by authorized and properly licensed County employees.

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ARTICLE 30: HEALTH AND SAFETY

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A. It is the intent of the County to be in compliance with federal, state, and local health and safety statutes.

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B. The County agrees to act as soon as possible in order to alleviate any health and safety problems.

C. The County will designate all County buildings and passenger cars as nonsmoking.

ARTICLE 31: SAVINGS CLAUSE

A. In the event that any provision of this Agreement is rendered invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the express intention of the County and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.

B. This Article does not preclude informal discussion between the parties or any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from formal requirements of notice or time schedule.

ARTICLE 32: WARRANT OF AUTHORITY

The County and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent during the term of this Agreement.

ARTICLE 33: EFFECTIVE DATE AND DURATION

A. This Agreement shall be in full force and effect from July 1, 2019 to June 30, 2022.

B. The County may reopen this agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

ARTICLE 34: DRUG & ALCOHOL TESTING POLICY

Automatic reopener during term of Agreement if County adopts new County wide drug and alcohol testing policy other than the policy in effect as of March 2014, to negotiate over impacts and effects of disciplinary procedures contained in said policy.

IN WITNESS WHEREOF, the County and the Association have caused these presents to be duly

executed by their authorized representatives this ___ day of ___, 2019.

LANDER COUNTY

OPERATING ENGINEERS, LOCAL 3 of

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BOARD OF COMMISSIONERS

the International Union of Operating
Engineers - AFL-CIO

Sean Bakker, Chair

Russell Burns, Business Manager

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Doug Mills, Vice Chair

James K. Sullivan, Recording

Corresponding Secretary

Art Clark, Commissioner

Rick Davis, Director,
Public Employees Division

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Steve Steinmetz, Commissioner

Scott Fullerton, Business Representative

Patsy Waits, Commissioner

LANDER COUNTY

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Don Prince, Negotiating Team Member

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Lorie Calkins, Negotiating Team Member

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Marla Sam, Negotiating Team Member

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LANDER COUNTY BOARD OF
COMMISSIONERS

Patsy Waits, Commissioner

Sean Bakker, Commissioner

Art Clark III, Commissioner

Doug Mills, Chair

Judie Allan, Commissioner

OPERATING ENGINEERS, LOCAL 3 of
the International Union of Operating
Engineers AFL-CIO

ENGINEERS – AFL-CIO

Russ Burns, Business Manager

Jim Sullivan, Recording Corresponding
Secretary

Tim Neep, Director, Public Employees
Division

Phillip Herring, Business Representative

LANDER COUNTY

Marla Sam, Negotiating Team Member

John Mauldin, Negotiating Team Member

John Prince, Negotiating Team Member

APPENDIX A1
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2016
LIST OF JOB CLASSIFICATIONS

The parties agree to the addition of the following classifications to the Agreement in Appendix A, the base salaries for these positions will be included later, once the revised hourly wage rates are applied in this Appendix:

- 1. Lifeguard;
- 2. Civil Secretary II;
- 3. Senior Deputy Recorder, DMV;
- 4. Receptionist;
- 5. Mechanic II;
- 6. EMS Coordinator;
- 7. Planning Coordinator;
- 8. Administrative Assistant to Public Works;
- 9. Senior Janitor;
- 10. Janitor, Maintenance;

POSITION

GRADE

Accounting Specialist 1
Accounting Specialist 2
Accounting Specialist 3
Accounting Specialist 4

20
22
23
24

POSITION

GRADE

Admin Asst. to PW 1
Admin Asst. to PW 2
Admin Asst. to PW 3
Admin Asst. to PW 4

20
21
22
24

POSITION

GRADE

Appraiser Tech
Appraiser Trainee
Appraiser 1
Appraiser 2
Appraiser 3
Appraiser 4

17
20
22
24
25
26

POSITION

GRADE

Assistant Site Director 1

17

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Assistant Site Director 2
Assistant Site Director 3
Assistant Site Director 4

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POSITION

GRADE

Assistant Cook 1
Head Cook 1
Head Cook 2
Head Cook 3

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17
18
19

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POSITION

GRADE

Civil Secretary 1
Civil Secretary 2
Civil Secretary 3
Civil Secretary 4

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POSITION

GRADE

Deputy Assessor 1
Deputy Assessor 2
Deputy Assessor 3
Senior Deputy Assessor
Senior Deputy Assessor 2
Senior Deputy Assessor 3

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POSITION

GRADE

Deputy Recorder 1
Deputy Recorder 2
Deputy Recorder 3
Deputy Recorder 4

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21
22
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POSITION

GRADE

Deputy Treasurer 1
Deputy Treasurer 2

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POSITION

GRADE

EMS Coordinator 1

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EMS Coordinator 2

23

EMS Coordinator 3

24

EMS Coordinator 4

26

POSITION

GRADE

DMV Clerk 1

20

DMV Clerk 2

21

DMV Clerk 3

22

DMV Clerk 4

23

Senior Deputy Recorder/DMV Clerk

24

POSITION

GRADE

Executive Secretary Trainee

18

Executive Secretary 1

20

Executive Secretary 2

21

Executive Secretary 3

22

Executive Secretary 4

23

POSITION

GRADE

Gatekeeper 1

18

Gatekeeper 2

19

Gatekeeper 3

20

POSITION

GRADE

Greenskeeper 1

18

Greenskeeper 2

19

Greenskeeper 3

20

POSITION

GRADE

Health Program Assistant 1

20

Health Program Assistant 2

22

Health Program Assistant 3

24

Health Program Assistant 4

25

POSITION

GRADE

Janitor 1

16

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<u>Janitor 2</u>	<u>17</u>
<u>Janitor 3</u>	<u>18</u>
<u>Janitor-Senior</u>	<u>19</u>
<u>Janitor Maintenance</u>	<u>21</u>

POSITION

GRADE

<u>Landfill Equip. Operator 1</u>	<u>21</u>
<u>Landfill Equip. Operator 2</u>	<u>22</u>
<u>Landfill Equip. Operator 3 W/CDL</u>	<u>24</u>

POSITION

GRADE

<u>Leadman 1</u>	<u>26</u>
<u>Leadman 2</u>	<u>27</u>
<u>Leadman 3</u>	<u>28</u>

POSITION

GRADE

<u>Legal Secretary 1</u>	<u>20</u>
<u>Legal Secretary 2</u>	<u>22</u>
<u>Legal Secretary 3</u>	<u>24</u>
<u>Legal Secretary 4</u>	<u>26</u>

POSITION

GRADE

<u>Lifeguard 1</u>	<u>17</u>
<u>Lifeguard 2</u>	<u>18</u>
<u>Lifeguard 3</u>	<u>19</u>
<u>Lead Lifeguard</u>	<u>21</u>

POSITION

GRADE

<u>Maintainer 1</u>	<u>22</u>
<u>Maintainer 2</u>	<u>23</u>
<u>Maintainer 3 W/CDL</u>	<u>25</u>

POSITION

GRADE

<u>Mechanic 1</u>	<u>23</u>
<u>Mechanic 2</u>	<u>24</u>
<u>Mechanic 3</u>	<u>25</u>

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POSITION

Planning Coordinator 1
Planning Coordinator 2
Planning Coordinator 3
Planning Coordinator 4

GRADE

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23
24

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POSITION

Public Works Field Officer 1
Public Works Field Officer 2
Public Works Field Officer 3
Public Works Field Officer 4

GRADE

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23
24

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POSITION

Receptionist 1
Receptionist 2
Receptionist 3
Receptionist 4

GRADE

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POSITION

Receptionist/ARC Instructor 1
Receptionist/ARC Instructor 2
Receptionist/ARC Instructor 3
Receptionist/ARC Instructor 4

GRADE

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POSITION

Secretary

GRADE

17

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POSITION

Van Driver

GRADE

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POSITION

Water & Sewer Lead 1
Water & Sewer Lead 2
Water & Sewer Lead 3

GRADE

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Water & Sewer Lead 4

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POSITION

GRADE

Water and Sewer Tech 1

21

Water and Sewer Tech 2

22

Water and Sewer Tech 3

23

Water and Sewer Tech 4

24

CLASSIFICATIONS	GRADE	STARTING HOURLY WAGE 2016- 2017
JANITOR	14	\$14.44
VAN DRIVER	15	\$15.01
ASSISTANT COOK	16	\$15.62
GATEKEEPER	16	\$15.62
SECRETARY	16	\$15.62
DEPUTY RECORDER	17	\$16.26
APPRAISER TECH	17	\$16.26
ASST. SITE DIRECTOR	17	\$16.26
GREENSKEEPER 1	17	\$16.26
HEAD COOK	17	\$16.26
EXECUTIVE SECRETARY	18	\$16.89
GREENSKEEPER 2	18	\$16.89
DEPUTY RECORDER	19	\$17.57
GREENSKEEPER 3	19	\$17.57
MAINTAINER 1	20	\$18.29
LEGAL SECRETARY 1	20	\$18.29
APPRAISER TRAINEE	20	\$18.29
ACCOUNTING	20	\$18.29
EXECUTIVE SECRETARY	20	\$18.29
HEALTH PROGRAM	20	\$18.29
MECHANIC 1	21	\$19.01
EXECUTIVE SECRETARY	21	\$19.01
WATER AND SEWER	21	\$19.01
DEPUTY RECORDER	22	\$19.78
EXECUTIVE SECRETARY	22	\$19.78
MAINTAINER 2	22	\$19.78
LEGAL SECRETARY 2	22	\$19.78
ACCOUNTING	22	\$19.78
APPRAISER 1	22	\$19.78
WATER AND SEWER	22	\$19.78
LANDFILL EQUIP.	22	\$19.78
ACCOUNTING	23	\$20.54
CIVIL SECRETARY	23	\$20.54
DMV CLERK	23	\$20.54
SENIOR DEPUTY	23	\$20.54
WATER AND SEWER	23	\$20.54
MECHANIC 3	24	\$21.38
MAINTAINER 3 W/CDL	24	\$21.38

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APPRAISER 2	24	\$2138
WATER AND SEWER	24	\$2138
APPRAISER 3	25	\$23.11
LEAD PERSON	25	\$23.11
WATER AND SEWER	25	\$23.11
WATER AND SEWER	26	\$24.03
WATER AND SEWER	27	\$24.09
WATER AND SEWER	28	\$25.05

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APPENDIX A2

EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2017 JOB CLASSIFICATIONS

SALARY TABLE 2019, 2020 & 2021

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19</u> <u>CPI</u>	<u>Jul-20</u> <u>CPI</u>	<u>Jul-21</u> <u>CPI</u>
Accounting Specialist 1	20	19.41	19.90	20.29
Accounting Specialist 2	22	20.99	21.52	21.95
Accounting Specialist 3	23	21.80	22.34	22.79
Accounting Specialist 4	24	22.68	23.25	23.72

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19</u> <u>CPI</u>	<u>Jul-20</u> <u>CPI</u>	<u>Jul-21</u> <u>CPI</u>
Admin Asst. to PW 1	20	19.41	19.90	20.29
Admin Asst. to PW 2	21	20.18	20.68	21.09
Admin Asst. to PW 3	22	20.99	21.52	21.95
Admin Asst. to PW 4	24	22.68	23.25	23.72

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19</u> <u>CPI</u>	<u>Jul-20</u> <u>CPI</u>	<u>Jul-21</u> <u>CPI</u>
Appraiser Tech	17	17.26	17.69	18.04
Appraiser Trainee	20	19.41	19.90	20.29
Appraiser 1	22	20.99	21.52	21.95
Appraiser 2	24	22.68	23.25	23.72
Appraiser 3	25	24.53	25.14	25.65
Appraiser 4	26	25.50	26.14	26.66

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19</u> <u>CPI</u>	<u>Jul-20</u> <u>CPI</u>	<u>Jul-21</u> <u>CPI</u>
Assistant Site Director 1	17	17.26	17.69	18.04
Assistant Site Director 2	18	17.92	18.37	18.74
Assistant Site Director 3	19	18.65	19.11	19.49
Assistant Site Director 4	20	19.41	19.90	20.29

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19</u> <u>CPI</u>	<u>Jul-20</u> <u>CPI</u>	<u>Jul-21</u> <u>CPI</u>
Assistant Cook 1	16	16.58	16.99	17.33
Head Cook 1	17	17.26	17.69	18.04
Head Cook 2	18	17.92	18.37	18.74
Head Cook 3	19	18.65	19.11	19.49

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<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
<u>Civil Secretary 1</u>	<u>20</u>	<u>19.41</u>	<u>19.90</u>	<u>20.29</u>
<u>Civil Secretary 2</u>	<u>22</u>	<u>20.99</u>	<u>21.52</u>	<u>21.95</u>
<u>Civil Secretary 3</u>	<u>24</u>	<u>22.68</u>	<u>23.25</u>	<u>23.72</u>
<u>Civil Secretary 4</u>	<u>25</u>	<u>24.53</u>	<u>25.14</u>	<u>25.65</u>

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
<u>Deputy Assessor 1</u>	<u>17</u>	<u>17.26</u>	<u>17.69</u>	<u>18.04</u>
<u>Deputy Assessor 2</u>	<u>18</u>	<u>17.92</u>	<u>18.37</u>	<u>18.74</u>
<u>Deputy Assessor 3</u>	<u>20</u>	<u>19.41</u>	<u>19.90</u>	<u>20.29</u>
<u>Senior Deputy Assessor</u>	<u>23</u>	<u>21.80</u>	<u>22.34</u>	<u>22.79</u>
<u>Senior Deputy Assessor 2</u>	<u>24</u>	<u>22.68</u>	<u>23.25</u>	<u>23.72</u>
<u>Senior Deputy Assessor 3</u>	<u>25</u>	<u>24.53</u>	<u>25.14</u>	<u>25.65</u>

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
<u>Deputy Recorder 1</u>	<u>20</u>	<u>19.41</u>	<u>19.90</u>	<u>20.29</u>
<u>Deputy Recorder 2</u>	<u>21</u>	<u>20.18</u>	<u>20.68</u>	<u>21.09</u>
<u>Deputy Recorder 3</u>	<u>22</u>	<u>20.99</u>	<u>21.52</u>	<u>21.95</u>
<u>Deputy Recorder 4</u>	<u>24</u>	<u>21.80</u>	<u>22.34</u>	<u>22.79</u>

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
<u>Deputy Treasurer 1</u>	<u>17</u>	<u>17.26</u>	<u>17.69</u>	<u>18.04</u>
<u>Deputy Treasurer 2</u>	<u>19</u>	<u>18.65</u>	<u>19.11</u>	<u>19.49</u>

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
<u>EMS Coordinator 1</u>	<u>22</u>	<u>20.99</u>	<u>21.52</u>	<u>21.95</u>
<u>EMS Coordinator 2</u>	<u>23</u>	<u>21.80</u>	<u>22.34</u>	<u>22.79</u>
<u>EMS Coordinator 3</u>	<u>24</u>	<u>22.68</u>	<u>23.25</u>	<u>23.72</u>
<u>EMS Coordinator 4</u>	<u>25</u>	<u>25.50</u>	<u>26.14</u>	<u>26.66</u>

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
<u>DMV Clerk 1</u>	<u>20</u>	<u>19.41</u>	<u>19.90</u>	<u>20.29</u>
<u>DMV Clerk 2</u>	<u>21</u>	<u>20.18</u>	<u>20.68</u>	<u>21.09</u>
<u>DMV Clerk 3</u>	<u>22</u>	<u>20.99</u>	<u>21.52</u>	<u>21.95</u>

DMV Clerk 4	23	21.80	22.34	22.79
Senior Deputy Recorder/DMV Clerk	24	22.68	23.25	23.72

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Executive Secretary Trainee	18	17.92	18.37	18.74
Executive Secretary 1	20	19.41	19.90	20.29
Executive Secretary 2	21	20.18	20.68	21.09
Executive Secretary 3	22	20.99	21.52	21.95
Executive Secretary 4	23	21.80	22.34	22.79

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Gatekeeper 1	18	17.92	18.37	18.74
Gatekeeper 2	19	18.65	19.11	19.49
Gatekeeper 3	20	19.41	19.90	20.29

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Greenskeeper 1	18	17.92	18.37	18.74
Greenskeeper 2	19	18.65	19.11	19.49
Greenskeeper 3	20	19.41	19.90	20.29

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Health Program Assistant 1	20	19.41	19.90	20.29
Health Program Assistant 2	22	20.99	21.52	21.95
Health Program Assistant 3	24	22.68	23.25	23.72
Health Program Assistant 4	25	24.53	25.14	25.65

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Janitor 1	16	16.58	16.99	17.33
Janitor 2	17	17.26	17.69	18.04
Janitor 3	18	17.92	18.37	18.74
Janitor-Senior	19	18.65	19.11	19.49
Janitor Maintenance	21	20.18	20.68	21.09

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Landfill Equip. Operator 1	21	20.18	20.68	21.09

Landfill Equip. Operator 2	22	20.99	21.52	21.95
Landfill Equip. Operator 3 W/CDL	24	22.68	23.25	23.72

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Leadman 1	26	25.50	26.14	26.66
Leadman 2	27	26.52	27.18	27.73
Leadman 3	28	27.54	28.23	28.79

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Legal Secretary 1	20	19.41	19.90	20.29
Legal Secretary 2	22	20.99	21.52	21.95
Legal Secretary 3	24	22.68	23.25	23.72
Legal Secretary 4	26	25.50	26.14	26.66

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Lifeguard 1	17	17.26	17.69	18.04
Lifeguard 2	18	17.92	18.37	18.74
Lifeguard 3	19	18.65	19.11	19.49
Lead Lifeguard	21	20.18	20.68	21.09

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Maintainer 1	22	20.99	21.52	21.95
Maintainer 2	23	21.80	22.34	22.79
Maintainer 3 W/CDL	25	24.53	25.14	25.65

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Mechanic 1	23	21.80	22.34	22.79
Mechanic 2	24	22.68	23.25	23.72
Mechanic 3	25	24.53	25.14	25.65

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Planning Coordinator 1	21	20.18	20.68	21.09
Planning Coordinator 2	22	20.99	21.52	21.95
Planning Coordinator 3	23	21.80	22.34	22.79
Planning Coordinator 4	24	22.68	23.25	23.72

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Public Works Field Officer 1	21	20.18	20.68	21.09
Public Works Field Officer 2	22	20.99	21.52	21.95
Public Works Field Officer 3	23	21.80	22.34	22.79
Public Works Field Officer 4	24	22.68	23.25	23.72

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Receptionist 1	17	17.26	17.69	18.04
Receptionist 2	18	17.92	18.37	18.74
Receptionist 3	19	18.65	19.11	19.49
Receptionist 4	20	19.41	19.90	20.29

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Receptionist/ARC Instructor 1	18	17.92	18.37	18.74
Receptionist/ARC Instructor 2	19	18.65	19.11	19.49
Receptionist/ARC Instructor 3	20	19.41	19.90	20.29
Receptionist/ARC Instructor 4	21	20.18	20.68	21.09

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Secretary	17	17.26	17.69	18.04

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Van Driver	15	15.93	16.33	16.66

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Water & Sewer Lead 1	25	24.53	25.14	25.65
Water & Sewer Lead 2	26	25.50	26.14	26.66
Water & Sewer Lead 3	27	26.52	27.18	27.73
Water & Sewer Lead 4	28	27.54	28.23	28.79

<u>POSITION</u>	<u>GRADE</u>	<u>Jul-19 CPI</u>	<u>Jul-20 CPI</u>	<u>Jul-21 CPI</u>
Water and Sewer Tech 1	21	20.18	20.68	21.09
Water and Sewer Tech 2	22	20.99	21.52	21.95
Water and Sewer Tech 3	23	21.80	22.34	22.79

CLASSIFICATIONS	GRADE	STARTING HOURLY WAGE 2017 2018
JANITOR	14	\$14.73
VAN DRIVER	15	\$15.31
ASSISTANT COOK	16	\$15.93
GATEKEEPER	16	\$15.93
SECRETARY	16	\$15.93
DEPUTY RECORDER	17	\$16.58
APPRAISER TECH	17	\$16.58
ASST. SITE DIRECTOR	17	\$16.58
GREENSKEEPER 1	17	\$16.58
HEAD COOK	17	\$16.58
EXECUTIVE SECRETARY	18	\$17.23
GREENSKEEPER 2	18	\$17.23
DEPUTY RECORDER	19	\$17.93
GREENSKEEPER 3	19	\$17.93
MAINTAINER 1	20	\$18.65
LEGAL SECRETARY 1	20	\$18.65
APPRAISER TRAINEE	20	\$18.65
ACCOUNTING SPECIALIST 1	20	\$18.65
EXECUTIVE SECRETARY 1	20	\$18.65
HEALTH PROGRAM	20	\$18.65
MECHANIC 1	21	\$19.39
EXECUTIVE SECRETARY 2	21	\$19.39
WATER AND SEWER TECH 1	21	\$19.39
DEPUTY RECORDER	22	\$20.17
EXECUTIVE SECRETARY 3	22	\$20.17
MAINTAINER 2	22	\$20.17
LEGAL SECRETARY 2	22	\$20.17
ACCOUNTING SPECIALIST 2	22	\$20.17
APPRAISER 1	22	\$20.17
WATER AND SEWER TECH 2	22	\$20.17
LANDFILL EQUIP. OPER.	22	\$20.17
ACCOUNTING SPECIALIST 3	23	\$20.95
CIVIL SECRETARY	23	\$20.95
DMV CLERK	23	\$20.95
SENIOR DEPUTY	23	\$20.95
WATER AND SEWER TECH 3	23	\$20.95
MECHANIC 3	24	\$21.81
MAINTAINER 3 W/CDL	24	\$21.81
APPRAISER 2	24	\$21.81
WATER AND SEWER TECH 4	24	\$21.81
APPRAISER 3	25	\$23.58
LEAD PERSON	25	\$23.58
WATER & SEWER LEAD 1	25	\$23.58
WATER & SEWER LEAD 2	26	\$24.51
WATER & SEWER LEAD 3	27	\$25.49
WATER & SEWER LEAD 4	28	\$26.47

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APPENDIX A3
EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2018
JOB CLASSIFICATIONS

CLASSIFICATIONS	GRADE	STARTING HOURLY WAGE
JANITOR	14	\$15.03
VAN DRIVER	15	\$15.62
ASSISTANT COOK	16	\$16.25
GATEKEEPER	16	\$16.25
SECRETARY	16	\$16.25
DEPUTY RECORDER	17	\$16.92
APPRAISER TECH	17	\$16.92
ASST. SITE DIRECTOR	17	\$16.92
GREENSKEEPER 1	17	\$16.92
HEAD COOK	17	\$16.92
EXECUTIVE SECRETARY	18	\$17.57
GREENSKEEPER 2	18	\$17.57
DEPUTY RECORDER	19	\$18.28
GREENSKEEPER 3	19	\$18.28
MAINTAINER 1	20	\$19.03
LEGAL SECRETARY 1	20	\$19.03
APPRAISER TRAINEE	20	\$19.03
ACCOUNTING SPECIALIST 1	20	\$19.03
EXECUTIVE SECRETARY 1	20	\$19.03
HEALTH PROGRAM ASSISTANT	20	\$19.03
MECHANIC 1	21	\$19.78
EXECUTIVE SECRETARY 2	21	\$19.78
WATER AND SEWER TECH 1	21	\$19.78
DEPUTY RECORDER	22	\$20.58
EXECUTIVE SECRETARY 3	22	\$20.58
MAINTAINER 2	22	\$20.58
LEGAL SECRETARY 2	22	\$20.58
ACCOUNTING SPECIALIST 2	22	\$20.58
APPRAISER 1	22	\$20.58
WATER AND SEWER TECH 2	22	\$20.58
LANDFILL EQUIP. OPER.	22	\$20.58
ACCOUNTING SPECIALIST 3	23	\$21.37
CIVIL SECRETARY	23	\$21.37
DMV CLERK	23	\$21.37
SENIOR DEPUTY	23	\$21.37
WATER AND SEWER TECH 3	23	\$21.37
MECHANIC 3	24	\$22.24
MAINTAINER 3 W/CDE	24	\$22.24
APPRAISER 2	24	\$22.24
WATER AND SEWER TECH 4	24	\$22.24
APPRAISER 3	25	\$24.05
LEAD PERSON	25	\$24.05
WATER & SEWER LEAD 1	25	\$24.05
WATER & SEWER LEAD 2	26	\$25.00
WATER & SEWER LEAD 3	27	\$26.00
WATER & SEWER LEAD 4	28	\$27.00

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MEMORANDUM OF UNDERSTANDING

**BETWEEN
THE COUNTY OF LANDER, NEVADA
AND**

THE OPERATING ENGINEERS LOCAL UNION NO. 3

The parties agree that Article 8 of the contract between the County of Lander, Nevada and the Operating Engineers Local Union No. 3 be amended and understood as follows:

Effective January 1, 2017

A. All bargaining unit employees shall be entitled to annual leave with pay at the following rates:

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned	Accrual Rate	Maximum Accrual
Less than one (1) year	80 hours	6.67 hrs/month	240 hours
One (1) through two (2)	96 hours	8 hrs/month	240 hours
Three (3) but less than seven (7)	120 hours	10 hrs/month	240 hours
Seven (7) but less than ten (10)	144 hours	12 hrs/month	240 hours
Ten (10) or more	168 hours	14 hrs/month	240 hours
Fifteen (15) or more	192 hours	16 hrs/month	240 hours
Twenty-five or more	200 hours	16.67	240 hours

Note: All employees hired prior to January 1, 2017 who have a lower accrual rate shall begin accruing at the new applicable rate on January 1, 2017. All employees hired prior to January 1, 2017 who are currently at a higher accrual rate than the new rates shall maintain their current rate until they reach the next applicable step that meets or exceeds their current rate. All other language in Article 8 not addressed in this MOU shall remain in place.

Dated: 12-22-16



Sean Bakker, Chairman
Lander County Commission



Russell Burns, Business Manager
Operating Engineers Local #3



Scott Fullerton, Business Agent
Operating Engineers Local #3

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~~Sean Bakker, Chairman~~
~~Lander County Commission~~

~~Russell Burns, Business~~
~~Manager Operating~~
~~Engineers Local #3~~

~~Scott Fullerton, Business~~
~~Agent Operating Engineers~~
~~Local #3~~

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APPENDIX B GRIEVANCE FORM

To be Completed by the Grievant (Please Print or Type) one

Department:	Date:
Grievant Name:	Work Telephone Number:
Classification:	Date of Incident Giving Rise to Grievance:
Explanation of Grievance:	
The above mentioned action(s) violate(s), misinterpret(s) or misrepresent(s) the Agreement between (circle one) Operating Engineers Local 3 and Lander County.	
Specific Violation of Article	
Specific Violation of Article	
Specific Violation of Article	
Remedy Sought:	
Employee Signature:	Date:
Business Representative/Designee Signature:	Date:
TO BE COMPLETED BY THE <u> </u> APPROPRIATE MANAGEMENT REPRESENTATIVE:	
	<div style="display: flex; justify-content: space-around;"> <div>Date Received</div> <div>Date of Meeting</div> <div>Date of Grievance Response</div> </div>
Step 1 (Attach copy of written response)	
Step 2 (Attach copy of written response)	
Step 3 (Attach copy of written response)	

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