

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 1

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding budget review, contracts, financial update and other matters properly relating thereto.

Public comment.

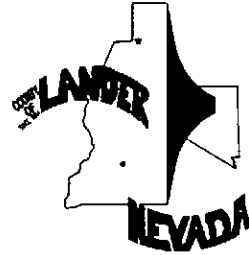
Background:

Lander County Finance Director Rogene Hill will give an update to the Commission on the close-out of the Fiscal Year 2011-2012 Budget, contracts, general financial operations of the County and other fiscal issues.

Recommended Action:

No specific action is necessary on this agenda item.

Rogene Hill
Lander County Finance Director



Memorandum

To: Lander County Commissioners

Date: July 26, 2012

Re: COUNTY CONTRACTS

FYI

This is to inform you that the following contracts are **past due for renewal**:

STATUS:

1. Bank of America/ATM Rental Agreement
Contract was approved by the Commission on November 17, 2011 (Agenda Item #6).
No response back from Bank of America. Bank of America continues to pay \$350 per month.

Expiration Date:

1. AT&T Emergency
2. B.M. General Hospital/Clinic Rental

06/30/2012
10/31/2012

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of Resolution No. 2012-13, a resolution directing apportionment of net proceeds received on June 8, 2012 and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-13, a resolution directing apportionment of the Net Proceeds of Minerals taxes received on June 8, 2012, is presented for Commission consideration.

Lander County received a distribution of Net Proceeds of Minerals taxes on June 8, 2012 in the total amount of \$15,141.28. This Resolution provides for Commission authorization and direction to apportion the total of Net Proceeds tax receipts among the entities within Lander County according to the ad valorem (property) tax rate for each entity.

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2012-13, a resolution directing apportionment of the Net Proceeds of Minerals taxes received on June 8, 2012, in the total amount of \$15,141.28.

DOC # 0264494

07/12/2012

02:17 PM

Official Record

Recording requested By
LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 3

RPTT: Recorded By: TO

Book- 634 Page- 0792



0264494

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

RESOLUTION NO. 2012-13 DIRECTING APPORTIONMENT OF NET PROCEEDS

RECEIVED IN THE MONTH OF JUNE 2012

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.

This cover page must be typed or printed.

**RESOLUTION NO. 2012-13****Of the Board of Lander County Commissioners****A RESOLUTION DIRECTING APPORTIONMENT OF NET PROCEEDS
RECEIVED IN THE MONTH OF JUNE 2012**

WHEREAS, on June 8th, 2012, the Lander County Treasurer received \$15,141.28 in Net Proceeds:
and

WHEREAS, it is the desire of the Lander County Board of Commissioners to appropriate the Net
Proceeds as follows:

MANDATED:	AMOUNTS:	FUNDS:
Commission Fees/General Fund 3%	\$ 454.24	001-000-38045
Assessor Tech Fees 2%	\$ 302.83	300-000-32223
China Springs	\$ 4.28	001-000-38040
State Medical Indigency	\$ 311.36	004-000-38040
State Indigent (NACO)	\$ 71.30	004-000-38041
Capital Acquisition	\$ 142.61	031-000-38040
Landfill	\$ 452.07	011-000-38040
Hospital	\$ 2,307.20	060-000-38040
School District	\$ 3,386.97	070-000-38040
TOTAL	\$ 7,432.86	

DISCRETIONARY:	AMOUNTS:	FUNDS:
CCP	\$ 7,708.42	055-000-38040
TOTAL	\$ 7,708.42	

WHEREAS, the Lander County Board of Commissioners desires to use Discretionary Net
Proceeds to fund CCP.

BE IT FURTHER RESOLVED, that the Finance Director and the Treasurer are directed to
distribute the payment for Net Proceeds according to the schedule:



PASSED AND ADOPTED this 12TH day of July 2012.

THOSE VOTING AYE:

Commissioner Stienmetz

Commissioner Mason

Commissioner Williams

Commissioner Bullock

Commissioner _____

THOSE VOTING NAY:

Commissioner _____

THOSE ABSENT:

Commissioner Earner

Dean Bullock

DEAN BULLOCK, Chair

Lander County Board of Commissioners

ATTEST:

Sadie Sullivan

SADIE SULLIVAN

Lander County Clerk

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of Resolution No. 2012-14, a resolution directing apportionment of net proceeds received on June 26, 2012 and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-14, a resolution directing apportionment of the Net Proceeds of Minerals taxes received on June 26, 2012, is presented for Commission consideration.

Lander County received a distribution of Net Proceeds of Minerals taxes on June 26, 2012 in the total amount of \$52,975,474.48. This Resolution provides for Commission authorization and direction to apportion the total of Net Proceeds tax receipts among the entities within Lander County according to the ad valorem (property) tax rate for each entity.

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2012-14, a resolution directing apportionment of the Net Proceeds of Minerals taxes received on June 26, 2012, in the total amount of \$52,975,474.48.

DOC # 0264495

07/12/2012

02:18 PM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 3

RPTT: Recorded By: TO

Book- 634 Page- 0795



0264495

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**RESOLUTION NO. 2012-14 DIRECTING APPORTIONMENT OF NET PROCEEDS
RECEIVED IN THE MONTH OF JUNE 2012**

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.

This cover page must be typed or printed.

**RESOLUTION NO. 2012-14****Of the Board of Lander County Commissioners****A RESOLUTION DIRECTING APPORTIONMENT OF NET PROCEEDS
RECEIVED IN THE MONTH OF JUNE 2012**

WHEREAS, on June 26th, 2012, the Lander County Treasurer received \$52,975,474.48 in Net Proceeds: and

WHEREAS, it is the desire of the Lander County Board of Commissioners to appropriate the Net Proceeds as follows:

MANDATED:	AMOUNTS:	FUNDS:
Commission Fees/General Fund 3%	\$ 1,589,264.23	001-000-38045
Assessor Tech Fees 2%	\$ 1,059,509.49	300-000-32223
China Springs	\$ 14,968.57	001-000-38040
State Medical Indigency	\$ 1,089,380.13	004-000-38040
State Indigent (NACO)	\$ 249,476.36	004-000-38041
Capital Acquisition	\$ 498,952.73	031-000-38040
Landfill	\$ 1,581,680.15	011-000-38040
Hospital	\$ 8,072,306.74	060-000-38040
School District	\$11,850,127.33	070-000-38040
TOTAL	\$ 26,005,665.73	

DISCRETIONARY:	AMOUNTS:	FUNDS:
CCP	\$ 18,964,808.75	055-000-38040
Bldg. & Equipment	\$ 3,000,000.00	029-000-38040
Culture & Recreation	\$ 5,000.00	052-000-38040
Emergency Maintenance	\$ 2,000,000.00	056-000-38040
Airport	\$ 500,000.00	012-000-38040
Airport Capital	\$ 2,500,000.00	380-000-38040
TOTAL	\$ 26,969,808.75	

WHEREAS, the Lander County Board of Commissioners desires to use Discretionary Net Proceeds to fund the Cemetery Project for \$5,000, \$500,000 to the Airport Fund for runway maintenance which is mandated by FAA, additional funding for Airport Capital, additional funding for Emergency Maintenance and the remaining apportionment for Buildings and Equipment and CCP.

BE IT FURTHER RESOLVED, that the Finance Director and the Treasurer are directed to distribute the payment for Net Proceeds according to the schedule:



PASSED AND ADOPTED this 12th day of July 2012.

THOSE VOTING AYE: Commissioner Bullock
 Commissioner Stenmetz
 Commissioner Mason
 Commissioner Williams
 Commissioner _____

THOSE VOTING NAY: Commissioner _____

THOSE ABSENT: Commissioner Garner

Dean Bullock
DEAN BULLOCK, Chair
Lander County Board of Commissioners

ATTEST: Sadie Sullivan
SADIE SULLIVAN
Lander County Clerk

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the draft Lander County Policies and Procedures and other matters properly related thereto.

Public comment.

Background:

The draft Lander County Policies and Procedures are presented for Commission consideration.

Lander County Human Resources Director Soveida Robinson and NPAIP/PACT Human Resources General Manager Jeannie Greene will present the draft Lander County Policies and Procedures to the Commission. The draft Policies and Procedures have been reviewed by NPAIP and the Lander County District Attorney's Office staff.

Recommended Action:

It is recommended that, through consensus, the Commission make any recommendations for corrections and/or revisions to the Lander County Policies and Procedures and direct staff to put the item on the July 26, 2012 regular meeting agenda for final consideration; **OR**, there being no recommendations for correction and/or revisions to the draft Lander County Policies and Procedures, as presented, **approve and adopt the Lander County Policies and Procedures effective July 12, 2012.**

DRAFT
PERSONNEL POLICIES
LANDER COUNTY

Draft Version 20111124

DRAFT

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*These are the newly adopted policies for Lander County, identified as **employer** from this point forward throughout each document.*

1. GENERAL PROVISIONS

1.1. Purpose

These policies are established to carry out the **employer's** personnel resolution, or personnel ordinance, or intent of the governing board to adopt uniform personnel policies that will enable each employee to make his/her fullest contribution to the programs and services of the **employer**.

1.2. Scope/CBA Conflicts

In cases where the application of these policies would conflict with a collective bargaining agreement that is in effect between a recognized employee organization and the employer, the provisions of the collective bargaining agreement shall govern. In all other cases, these policies shall govern. Nothing in these policies is intended to supersede applicable state or federal laws or administrative regulations related to personnel matters.

1.3. Computing Time for Notices (calendar versus work day)

For the purpose of determining the length of time periods for processing an action in these policies, days shall be counted beginning with the calendar day following mailing or delivery of notice and concluding at 5:00 p.m., on the last day to be counted. If the last day to be counted falls on a weekend or holiday, the period will end at 5:00 p.m., on the first business day following the last counted day.

1.4. Administration

The **employer** reserves the right to change these personnel policies at any time. Nothing contained in these policies is intended to confer any property right in continued employment or imply a contract of employment.

All employees of the **employer** are expected to read and familiarize themselves with the contents of these policies. After receiving and reviewing these policies, each employee is expected to sign an acknowledgement form. The employee should return the signed acknowledgement form to the Human Resources Director for inclusion into his/her personnel file. Employees who fail to comply with these policies may be subject to disciplinary action, up to and including termination.

All changes, revisions, additions, and notices of deletions to these policies will be made available to all employees.

1.5. Administrative Directive

The Executive Director shall have the authority and the duty to develop and promulgate administrative directives, interpretive memoranda, and other administrative procedures to execute these policies, and to implement the **employer's** personnel program on a consistent basis.

1.6. Change of Address

It is the responsibility of each employee to keep the **employer** informed, in writing, of current address, telephone number, change of name, and any other information relating to employment status.

1.7. Failure to Receive Notices

Written communications to employees considered to be routine in nature shall be delivered by regular mail to the current address on record or via email. Written communications to employees identified as significant, important and/or time-sensitive shall be hand-delivered or sent by certified mail, return receipt required, to the current address on record or via email utilizing the read receipt function. All written communications to applicants shall be hand-delivered or sent by U.S. mail to the address shown on the application for employment or sent via email as shown on the application. The **employer** is not responsible if the event mail is not received. It is the employee's responsibility to respond to all **employer** communications, including those mailed and/or emailed to the address on record, and the responsibility of the applicant to comply with all phases of the selection process within the specified time. Failure to respond for any reason, including failure to receive written notice, may have an adverse effect on an individual's employment status and/or result in disqualification from the selection and hiring process.

1.8. Personnel Files

1.8.1. Guidelines (Contents of Personnel File)

The contents of each employee's personnel file may include, at a minimum, the following:

- Job description
- Position's exempt/non-exempt status
- Job application/resume
- Job offer letter
- Employment contract/any agreement between the employee and the employer
- Signed acknowledgments including receipt of employer's policies and procedures, handbook, new employee orientation checklist, and related documents
- Enrollment documentation for **employer**-sponsored benefits
- Credit card, long distance calling card, and related agreements
- Emergency contact information
- Authorizations for release of information signed by employee
- Salary history record including rates of pay and other forms of compensation
- Employment history of positions held including promotion(s), demotion(s), transfer(s), layoff(s), and termination(s)
- Training/education records including college transcripts
- Performance evaluations
- Performance improvement plan, letters of instruction, and reports of coaching/counseling session

- Documentation of oral reprimand(s), written reprimand(s), disciplinary notice(s) and document(s)
- Letters of recognition(s), commendation(s), congratulation(s)
- Separation checklists
- COBRA notice
- Exit interview (unless confidentiality was guaranteed)

The personnel file should NOT include any of the following:

- Grievances or the responses thereto
- I-9 immigration form and supporting documents
- General correspondence
- Any document which describes a medical or psychological condition of the employee or any other individual. (Medical and related documents must be kept in a separate, locked file to which access is strictly limited to those in a business "need-to-know" position.)
- Investigation reports and supporting documents
- Employment examination results (written and/or oral testing)
- Employment interview questionnaires and supporting materials (including documentation of remarks by oral examiners)

1.8.2. Maintenance of Personnel Files

The **employer** shall maintain a master personnel file for each employee. An employee's supervisor or manager may elect to maintain a duplicate copy of the documents; however, this does not supersede or eliminate the **employer's** need to maintain the master personnel file for each employee. At the time of hire, each new employee will complete all government-required documentation, all **employer**-required documentation, and when applicable, documentation pertaining to such matters as benefit plan enrollment and beneficiary designations. Where required, the employee is responsible for providing a copy of his/her driver's license or other required license or certificate. Additionally, an employee must notify his/her supervisor or manager of any suspension, restriction, or revocation of his/her driver's license, permit, or other license or certification required for the performance of his/her assigned job.

The Sheriff is responsible for maintaining his/her employees' personnel master files. The Sheriff's master files shall be maintained in accordance with Nevada Revised Statutes and Nevada Administrative Codes governing the maintenance and release of information of law enforcement personnel.

1.8.3. Employee Access

An employee may view the contents of his/her personnel file upon request as provided in *Section 1.9.2*. All inspections must be conducted in the presence of Human Resources Director. An employee may request copies of any or all documents in his/her file, but may not remove any documents from the file. The **employer** will provide only one set of copies to the employee without charge per year. If the employee needs additional copies, s/he will be required to pay for them.

1.8.4. Negative Information

The **employer** shall not put negative or derogatory material in an employee's file unless the employee has had a reasonable opportunity to review the material beforehand. The **employer** will require the employee to sign such material to acknowledge they have reviewed and not necessarily agree. If the employee refuses to sign such material, the **employer** may place it in the employee's file with a dated notation that the employee refused to sign such material after having been given an opportunity to do so. Whenever possible, another supervisor or manager should be used as a witness to the employee's refusal, and should co-sign the entry along with the originating supervisor.

1.8.5. Employee Information Submitted

Statements by an employee submitted in rebuttal to adverse material placed in his/her personnel file will be included in the employee's personnel file. The **employer** may place other information submitted by the employee in the personnel file if the **employer** finds that such information is relevant to the employee's work history with the **employer**.

1.9. Confidential Information

1.9.1. Identification of Confidential Information

The following types of personnel information and employment records concerning current employees, former employees, and applicants for employment that the **employer** maintains are confidential, as follows:

All information related to an employment application including, but not limited to, letters of reference, résumés, or his/her status as an applicant for employment.

Information that the employer received or compiled concerning the qualifications of an applicant or an employee including, but not limited to, reports by employers, law enforcement officials, or other individuals concerning the hiring, promotion, performance, conduct, or background of applicants or employees.

3. Ratings, rankings, scoring sheets, or remarks by members of an evaluation board or individual interviewer, concerning an applicant or results from any testing or employment screening process.
4. Materials used in employment examinations including answers, rating guides, score sheets, etc., on any written exam or rating criteria for interviews.
5. Information in an employee's file or record of employment which relates to his/her:
 - a. Performance;
 - b. Conduct, including any proposed or imposed disciplinary action taken;
 - c. Race, color, religion, ethnic identity or affiliation, age, gender, marital status, pregnancy, number and names of dependents,

- military/veteran status, living arrangements, membership in any organization, sexual orientation, domestic partnership, national origin, ancestry, genetic information, disability, gender identity or expression, political affiliation, date of birth, membership in the Nevada National Guard, or social security number;
- d. Past or present home address, telephone number, post office box, or relatives; and
 - e. All information concerning the voluntary or involuntary termination of an employee, other than the dates of actual employment.
6. The name of an employee's/ former employee's designated beneficiary.
7. All medical information concerning an employee or applicant including, but not limited to:
- a. Pre-employment and post-employment medical and psychological examination;
 - b. Disability and documentation relating to reasonable accommodation requested or granted;
 - c. Drug and alcohol testing;
 - d. Genetic information;
 - e. Pregnancy, doctor's certification and other communication; and
 - f. Any other medical information that an employee or applicant has voluntarily provided or the employer has requested.
8. All confidential medical information shall be kept in files segregated from other personnel and employment records. Access to such files shall be strictly limited to those with a demonstrable business need-to-know. This would include:
- a. Supervisors and managers, regarding necessary restrictions and accommodations in the employee's duties;
 - b. First-aid and safety personnel;
 - c. Government officials investigating compliance with applicable laws, on request;
 - d. State workers' compensation office officials; and
 - e. Insurance company employees when the company requires a medical examination to provide health or life insurance (29 C.F.R. §1630.14(c)(1)).
9. Notations on attendance sheets that an employee took sick leave are not a confidential record.
10. The employer shall keep all information and documents pertaining to an investigation separate from other personnel and employment records ensuring privacy of all employees, witnesses, and other individuals involved. Access is limited to only those individuals with a demonstrable business need-to-know.

11. Grievance files that include notices, notes, and decisions of appeal will be maintained in a separate file with limited access to only those individuals with a demonstrable business need-to-know.

1.9.2. Access to Confidential Information

Access to confidential records is restricted to the following unless specifically provided in a separate policy:

1. The names of members of an evaluation panel shall not be released, nor shall tests that are governed by confidentiality agreements be released. Access to the materials for an examination and information relating to an applicant that is relevant to a decision to hire that person (e.g., information described in items 1-4 of Section 1.9.1) is limited to:
 - a. Employees with a business need-to-know in order to fulfill the responsibilities assigned by employer;
 - b. The employer's manager/administrator, human resources director/manager, or his/her designee;
 - c. Persons authorized pursuant to any state or federal law or court order (i.e., governmental/legal/auditing/investigating agencies);
 - d. Counsel retained by or on behalf of the employer; and
 - e. Any other parties with whom the employer has a contractual relationship in order to enable the employer to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the employer.
2. Access to an employee's personnel-related confidential file containing those items listed above in Section 1.9.1., items 5 – 9 is limited to:
 - a. The employee;
 - b. The employee's representative when s/he presents a current signed authorization from the employee;
 - c. The employee's manager/supervisor, with a need-to-know, or as needed for a reasonable accommodation and human resources;
 - d. Persons authorized pursuant to any state or federal law or court order;
 - e. Counsel retained by or on behalf of the employer;
 - f. Employer's workers' compensation carrier in order to address a claim filed for workers' compensation; and
 - g. Any other parties with whom the employer has a contractual relationship in order to enable the employer to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the employer.

3. Access to an employee's personnel-related confidential file containing those items listed above in Section 1.9.1., item 10 is limited to:
 - a. The employee's manager/administrator, human resources director/manager, or his/her designee;
 - b. Persons authorized pursuant to any state or federal law or court order;
 - c. Counsel retained by or on behalf of the **employer**; and
 - d. Any other parties with whom the **employer** has a contractual relationship in order to enable the **employer** to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the **employer**.

1.9.3. Disposal of Personal Records

1. NRS 239B.030 states that government agencies shall ensure that personal information, defined as social security numbers, driver's license numbers, bank account numbers, required to be maintained by state or federal statute and received after January 1, 2007, be maintained in a confidential manner.
2. If the agency has records containing personal information which is not required by specific state or federal statute and the information was received prior to January 1, 2007, the information must be **obliterated or removed** from documents and computer systems **on or before January 1, 2011**.

In compliance with the Fair and Accurate Credit Transactions (FACT) Act Disposal Rule, the employer shall dispose of sensitive information derived from consumer reports to ensure there will be no unauthorized access to – or use of – any confidential information. "Consumer Reports" are defined as reports which contain information from a consumer reporting company, such as reports obtained from third party agencies who conduct employment background checks on behalf of the employer.

4. Sensitive information includes any and all documents containing employee information, which can include:
 - a. Employee name
 - b. Social security number
 - c. Driver's license number
 - d. Phone number
 - e. Physical address
 - f. Email address
 - g. Any other personal identifiers

In addition, any identifying personal information, such as that described above and listed under item 3, which is stored on electronic files, shall be destroyed or erased so that the information cannot be read or reconstructed.

5. Method of disposal. The **employer** shall dispose of sensitive information by shredding or burning any and all documents which contain personal information. Although the law specifically applies to consumer reports and the information derived from consumer reports, the **employer** shall, in accordance with good personnel practices, properly dispose of any records containing employee personal or financial information. An electronic record must be destroyed in accordance with the applicable schedule in a manner that ensures the information cannot be retrieved or reconstructed, including, without limitation, overwriting, degaussing and the physical destruction of the storage media.

1.10. Related Forms

- Employer Personnel Policies – Acknowledgment and Receipt

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2. EMPLOYEE RELATIONS

2.1. Fair Employment Practices

2.1.1. Policy

The **employer** recognizes the fundamental rights of applicants and employees to be assessed on the basis of merit. Recognition of seniority and current employment with the **employer** may also be considered. Therefore, it is the policy of the **employer** to provide equal employment opportunity for all applicants and employees. The **employer** does not sanction or tolerate discrimination in the form of race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard.

The **employer** will:

1. Recruit, hire, train, and promote for all job classifications without regard to race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, **employer**-sponsored training, social, and recreational programs will be administered in conformance with the **employer's** policy.
2. Comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, as amended, the Genetic Information Nondiscrimination Act of 2008, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613), Nevada Revised Statutes regarding National Guard service (NRS 412.139/.1395), and any other applicable federal, state, and local statutory provisions.
3. Provide reasonable accommodation wherever the need for such is known by the employer, and/or the applicant or employee indicates a need for such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of him/herself or others.

Hold all managers and supervisors responsible for ensuring that personnel policies, guidelines, practices, procedures, and activities are in compliance with federal and state fair employment practices, statutes, rules, and regulations.

2.1.2. Scope

This policy applies to all persons involved in the operation of the **employer** and prohibits harassment, discrimination, and retaliation by any employee, including supervisors and coworkers, volunteers, customers or clients of the **employer**, and any vendor or other service provider with whom the **employer** has a business relationship. The **employer** will not tolerate instances of harassment, discrimination, or retaliation, whether or not such behavior meets the threshold of unlawful conduct. While single incidents of alleged harassment, discrimination, or retaliation may not be sufficiently severe or pervasive to rise to the level of being a violation of the law, the **employer** nevertheless prohibits such conduct and may impose appropriate disciplinary action against any employee engaging in such.

2.1.3. Equal Employment Opportunity Officer Designated

The primary responsibilities for ensuring fair employment practices for the **employer** are promoted and adhered to and assigned to the **employer's** designated Equal Employment Opportunity (EEO) Officer. The **employer's** designated EEO Officer will also serve as the Americans with Disabilities (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating the **employer's** compliance with federal and state disability laws. The EEO Officer is the Executive Director. The name and work telephone number of the designated individual will be posted on bulletin boards at **employer** work sites. In the event the designated EEO Officer is unavailable, Human Resources Director is designated as the alternate EEO Officer.

2.2. Anti-Harassment

2.2.1. Policy

The **employer** promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard, or any other basis that is inappropriate or offensive.

2.2.2. Prohibited Conduct/Behavior(s)

The **employer** will not tolerate any form of harassment, including any conduct/behavior(s) on the part of employees, volunteers, clients, customers, vendors, contractors, etc., that impairs an employee's ability to perform his/her duties. Examples of prohibited conduct/behavior(s) include, but are not limited to:

1. Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments.

2. Offensive written communication including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means.
3. Offensive gestures, expressions and graphics including leering, obscene hand, finger, or body gestures, sexually explicit drawings, derogatory posters, photographs, cartoons, drawings, or displaying sexually suggestive objects or pictures.
4. Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement.
5. Expectations, requests, demands, or pressure for sexual favors.

2.3. Dealing w/Allegations of Discrimination and/or Prohibited Conduct/Behavior(s)

2.3.1. Process

Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior(s) as described in this policy by another (e.g. employee, client, customer, vendor, volunteer, contractor, etc.) based on their race, color, religion, age, gender, pregnancy, sexual orientation, ethnicity, origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard, as well as those who believe they have witnessed another employee, client or member of the public being subjected to prohibited conduct/behavior(s), have an affirmative duty to bring the situation to the attention of the employer. Employees covered by a collective bargaining agreement may opt to use the process described in this policy or in an applicable grievance procedure delineated by their collective bargaining agreement, but may not use both.

2. Employee Responsibilities

Employees who believe they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these behaviors, should immediately:

1. Identify the offensive conduct/behavior(s) to the alleged harasser and request that the behavior cease.

Note: An employee is **NOT** required to talk directly to the alleged harasser or to the employee's supervisor. It is **critical**, however, that the employee contact one of the individuals listed in sections 2 or 3 below if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behaviors(s) directed to or committed by another employee(s), client(s), customer(s), vendor(s), volunteer(s), contractor(s), etc.

2. If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the prohibited

conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to any supervisor /manager, **employer's** designated EEO Officer, or the HR Representative.

3. Employees who believe the EEO Officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the alternate EEO Officer or to the Commission Chair. The Commission Chair will designate an objective person to conduct an investigation of such allegations. Employees may also report the conduct/behavior(s) to the District Attorney.
4. An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by another immediate supervisor is required to report the incident to the EEO Officer or HR Representative.
5. Applicants who have concern regarding violations of this policy are encouraged to contact the designated EEO Officer or the alternate.

2.3.3. Supervisor/Manager Responsibility

1. Regardless of whether the employee involved is in the supervisor's or manager's department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all supervisors and managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the EEO Officer, HR Representative, Department Head, or immediate supervisor. The information reported must include:

- The persons(s) involved, including all witnesses;
- A written record of specific conversations held with the accused and any witnesses; and
- All pertinent facts, including date(s), time(s), and locations(s).

A supervisor's/manager's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination.

2.3.4. Investigation

Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the **employer** will ensure that such allegations or complaints are investigated promptly. The **employer** treats all allegations or complaints seriously and expects all employees to be candid and truthful during the investigation process.

The **employer** will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be strongly advised to refrain from discussing the subject content with others, particularly while the investigation is in progress. Employees may be required to provide information to regulatory agencies and/or the employee's union representative or attorney. The **employer** will release information obtained only to those individuals involved in the

investigation and the administration of the complaint with a business need-to-know, or as required by law.

The **employer** will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, whether the allegations of policy violations were substantiated or not.

If evidence arises that a participant in the investigation made intentionally false statements, that employee will be disciplined, up to and including termination.

If it is determined that a violation of this policy has occurred, the **employer** will take remedial action against the violator commensurate with the severity of the offense. Such remedial action may include, but is not limited to, counseling, verbal warning, written reprimand, transfer, demotion, suspension without pay, or termination. The **employer** will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

With regard to disability-related complaints, the EEO Officer (when appropriate, working with the Human Resource Director and/or the complainant) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the **employer** determines that such a reasonable accommodation can be provided by the **employer**.

2.4. Genetic Information Nondiscrimination Act (GINA)

2.4.1 Policy

Employers with 15 or more employees must comply with the federal regulations associated with the Genetic Information Nondiscrimination Act (GINA). When requiring employees or applicants to see a health care provider for work-related medical exams, pre-employment physicals, ADA accommodations, fitness-for-duty exams, or similar work-related medical exams, the **employer** must state to the applicant, employee, AND the health care provider that no genetic information is sought or to be relayed to the employer under Title II provisions of GINA.

2.5. Training

The **employer** will provide training every two years to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. New employees will participate in training on the prevention of discrimination and prohibited conduct/behavior(s) within 30 days of hire. A copy of this policy will be made available to applicants upon request.

2.6. Prohibition Against Retaliation

Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace. The **employer** will not tolerate any

retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been harassed, retaliated, or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or the alternate. The **employer** will promptly investigate and deal appropriately with any allegation of retaliation.

2.7. Employee Dating

2.7.1. Policy

The **employer** recognizes that an environment where employees maintain clear boundaries between personal and workplace interactions is most effective for conducting business. This policy does not prevent the development of friendships or romantic relationships between employees. However, employees in supervisory/managerial positions are precluded from having a romantic relationship with any subordinate employee.

2.7.2. Employee Responsibilities

1. Employees are prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on **employer** property, whether or not such physical contact occurs during work hours.
2. Violation of this policy could result in disciplinary action up to and including termination.

2.7.3. Supervisor/Manager Responsibilities

Employees employed in supervisory/managerial positions are prohibited from engaging in a romantic relationship with a subordinate employee. Employees employed in supervisory/managerial positions need to be cognizant of their status as role models, their access to sensitive information, and their ability to influence others.

2. Violation of this policy could result in disciplinary action up to and including termination.

2.8. Employee Bullying

2.8.1. Definition

The **employer** defines bullying as repeated mistreatment of one or more persons by one or more perpetrators that takes one of the following forms:

1. Verbal abuse;
2. Offensive conduct/behaviors (including nonverbal, physical, and cyberbullying) which are threatening, humiliating, or intimidating, or
3. Work interferences, such as sabotage, which prevents work from getting done.

2.8.2. *Purpose*

The purpose of this policy is to communicate to all employees, including supervisors and managers, that the **employer** will not tolerate bullying behavior. Employees found in violation of this policy may be subject to disciplinary action.

2.8.3. *Prohibited Conduct*

The **employer** considers the following types of behavior examples of bullying (this list is not all-inclusive):

1. *Verbal Bullying:* Slandering, ridiculing or maligning an employee or his/her family; consistent name calling which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions or constant criticism.
2. *Physical Bullying:* Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to an employee's work area or property.
3. *Nonverbal Bullying:* Nonverbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.
4. *Cyberbullying:* Repeatedly commenting, threatening, harassing, humiliating, or harassing, or otherwise targeting an employee using email, instant messaging, text messaging, or any other type of digital technology.

Workplace Interference: Sabotaging which prevents work from getting done; deliberately tampering with a person's work area or property; assigning menial tasks outside of a person's normal job duties.

2.8.4. *Handling with Allegations of Bullying*

1. Process

Employees or applicants who believe they are being bullied by another (e.g. employee, customer, vendor, contractor, etc.), as well as those who believe they have witnessed another employee, client or member of the public being subjected to bullying behavior, have an affirmative duty to bring the situation to the attention of the **employer**.

2. Supervisor/Manager Responsibilities

A supervisor/manager is required to report this information to his/her EEO Officer, Department Head, or immediate supervisor immediately.

3. Investigation

Upon being made aware of allegations or complaints of bullying, the **employer** will ensure that such allegations or complaints are investigated promptly.

The **employer** will make efforts to ensure that all investigations are kept as confidential as reasonably possible. The **employer** will release information obtained only to those individuals necessarily involved in

the investigation and the administration of the complaint, or as required by law.

The individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware of the final determination by the **employer**.

If it is determined that bullying has occurred, the **employer** will take appropriate action.

2.8.5. Prohibition Against Retaliation

The **employer** will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes he has been retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or the alternate. The **employer** will promptly investigate and deal appropriately with any allegation of retaliation.

2.9. Employment Disabilities

2.9.1. Purpose of Policy

The **employer** recognizes that the preceding sections of its personnel policy relating to employment practices encompass its commitment to fair and equitable treatment of all employees and applicants, including those with disabilities. The **employer** also recognizes that there are specific issues relating to individuals with disabilities that must be individually addressed. The **employer** acknowledges its responsibility to ensure that individuals in the workplace can efficiently and safely perform the essential functions of their jobs without posing a direct threat to themselves and others.

2.9.2. Policy

It is the **employer's** policy to comply proactively with the applicable employment provisions of disability laws, including the Americans with Disabilities Act (ADA), as amended. The **employer** does not tolerate discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and prohibits any type of harassment or discrimination based on the physical or mental disability, history of disability, or perceived disability of an individual holding or seeking employment with the **employer**.

The **employer** is committed to provide *reasonable* accommodation wherever the need for such is known to the **employer** or whenever the employee or applicant indicates a need for *reasonable* accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose an obvious threat to the safety of him/herself or others.

2.9.3. Determination of Disability

In determining whether an employee or an applicant has a disability under the law, the employee/applicant must have a physical or mental impairment that substantially limits one or more life activities, have a record of such an impairment, or being regarded as having an impairment. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, concentrating, thinking, communicating, reading, sitting, reaching, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, genitourinary, cardiovascular, hemic, lymphatic, musculoskeletal, respiratory, circulatory, endocrine, and reproductive functions.

2.9.4. Disability-Related Inquiries

The **employer** shall adhere to the provisions of applicable laws regarding an **employer's** limitations on making disability-related inquiries or requiring medical examinations.

The **employer's** restrictions regarding disability-related inquiries and medical examinations apply to all employees/applicants, whether or not they have disabilities. A disability-related question to an applicant may be a violation of law, even though the applicant may not have a disability.

The **employer** may require an employee to provide a fitness-for-duty certification from an appropriate medical provider whenever the **employer** has reason to believe the employee may be unable to perform the essential functions of his/her job or pose a direct threat to him/herself or others. Reference: Section 2.4. Genetic Information Non-Discrimination Act (GINA)).

2.9.5. Confidentiality of Medical Records

The **employer** shall treat any medical information or genetic information obtained from a disability-related inquiry or medical exam, as well as any medical information voluntarily disclosed by an employee, as a confidential medical record. Confidential medical records also include medical information from voluntary health or wellness programs.

2.9.6. Accommodation

1. Accommodation for Applicants

Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with the **employer**. The **employer's** ADA Coordinator shall determine whether the request for accommodation for a covered disability is reasonable or if another type of accommodation can be provided. In making the determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose an undue hardship on the **employer**.

2. Accommodation for Employees

When the **employer** has some objective reason to believe an employee may need some type of accommodation to perform his/her essential job functions, the **employer** must initiate an interactive process with the employee to find out what accommodation the employee might need. Also, whenever an employee approaches his/her supervisor, the **employer's** ADA Coordinator, or any other manager within the **employer** requesting some type of accommodation, the **employer** will initiate the interactive process. Whenever a manager or supervisor becomes aware that an employee has requested or may require some type of accommodation, the manager/supervisor should promptly notify the ADA Coordinator. Upon learning of the employee's request for accommodation, the ADA Coordinator shall arrange to meet with the supervisor and the employee to discuss the accommodation request, the need for any reasonable documentation of the disability and the associated functional limitations, and the impact of the proposed accommodation on the **employer**. Review of an employee's particular situation by a medical review officer will assist the organization in determining appropriate accommodation.

2.9.7. Requirements of Other Laws

The **employer** may make disability-related inquiries and require medical exams that are required or necessitated by applicable laws or regulations; e.g., federal regulations, OSHA requirements, etc.

2.10. Drug and Alcohol-Free Workplace

2.10.1. Policy

The **employer** recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills.

1. The **employer** is committed to:
 - a. Maintaining a safe and healthy workplace for all employees;
 - b. Assisting employees who recognize they have a problem with drugs or alcohol and providing appropriate treatment;
 - c. Periodically providing employees with information about the dangers of workplace drug abuse; and
 - d. When appropriate, taking disciplinary action for failure to comply with this policy.
2. The **employer** strictly prohibits the following behavior:
 - a. The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs by an employee at any time and in any amount. This prohibition includes the use or possession of prescription medicines for which the individual does not have a valid prescription and the inappropriate use of prescribed medicines for which the employee has a valid

prescription. In addition, the employer prohibits employees from possessing open containers of alcoholic beverages while on the employer's premises and/or while on duty and from working with a blood-alcohol level of .02 or more at any time.

- b. Bringing alcohol, illegal drugs, and other substances which may impair the safety or welfare of employees or the public onto the premises controlled by the **employer** or placing in vehicles or equipment operated on behalf of the **employer**.
- c. Driving an organizational vehicle while on or off duty with a blood alcohol level of .02 or more or under the influence of an illegal drug, regardless of the amount.
- d. Law enforcement personnel performing job-related functions which require possession and transportation of such substances are exempt from this section.

3. Reporting Requirements

- a. A supervisor who receives information or is a witness to any use of drugs or alcohol by an employee which violates **employer's** policies or the law, is required to report this information to his/her Department Head or Human Resource Director immediately. The information reported must include:

- The persons(s) involved, including all witnesses;
- The information gathered, such as actual observation of drug/alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;
- A written record of specific conversations held with the accused and any witnesses;
- All pertinent facts, including date(s), time(s), and location(s).

An employee who witnesses or obtains information regarding drug/alcohol use by his/her immediate supervisor is required to report the incident to that individual's supervisor.

4. Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law.
5. A positive test result for alcohol or drugs will be grounds for disciplinary action, up to and including termination.
6. Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399), as well as the **employer's** Drug and Alcohol-Free Workplace Policy.

2.10.2. Employee Responsibilities

1. Each employee is responsible for reviewing and complying with the **employer's** Drug- and Alcohol-Free Workplace Policy.

2. Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.
3. Employees shall not report to work under the influence of alcohol, illegal drugs, or misused prescription or over-the-counter drugs.
4. Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from the employer's Employee Assistance Program (EAP) provider, substance abuse professional, or other treatment provider. The employer's medical insurance policy may provide for payment of some or all of the treatment costs.
5. It is the employee's responsibility and obligation to determine, by consulting a physician if necessary, whether or not a legal drug s/he is taking may/or will affect his/her ability to safely and efficiently perform his/her job duties. An employee whose impairment may affect job performance must contact his/her supervisor and attempt to find an appropriate alternative assignment. If none is available, the employee may take sick leave or be placed on medical leave of absence (if available and the employee otherwise qualifies) or take other steps consistent with the advice of a physician. If an employee reports to work under the influence of prescription medication and, as a result, endangers him/herself or others, the employee may be disciplined, up to and including termination.
6. Each employee must report the facts and circumstances of any criminal drug or alcohol conviction that occurred while on duty or which may impact the employee's ability to perform the duties of his/her job. If duties involve driving a vehicle, the employee must report to his/her supervisor a conviction for driving under the influence (DUI) and/or revocation or suspension of the driver's license pending adjudication. Notification to employer must occur before resuming work duties or immediately after the conviction or revocation/suspension. Failure to notify employer will result in disciplinary action, up to and including termination.
7. Employees in safety-sensitive positions identified by the employer are subject to random drug and/or alcohol testing as provided in this policy.
8. Employees must act as responsible representatives of the employer and as law-abiding citizens. It is every employee's responsibility to report violations of this policy to his/her Department Head, Human Resource Director or immediate supervisor. Such reporting is critical in preventing serious injuries or damage to the employer's property.
9. Employees who are required to submit to a drug/alcohol test must complete and sign a consent form.

Note: Law enforcement employees and applicants for law enforcement positions are also subject to the Law Enforcement Department's Drug Policy.

2.10.3. Department Head Responsibilities

The department head or his/her designee is responsible for:

1. Authorizing the testing of employees.
2. Coordinating drug and/or alcohol testing.
3. Requesting completion of a consent form.
4. Notifying employees of positive test results and their right to a retest of the same sample.
5. Implementing disciplinary action against employees who fail to comply with provisions outlined in this policy.
6. Notifying the employer's attorney of an employee's conviction of a federal or state criminal drug and/or alcohol statute violation.
7. Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information.
8. Identifying safety-sensitive positions.
9. Notifying employees in department safety-sensitive positions that they are subject to random drug and/or alcohol testing.
10. Ensuring notices relative to this policy and the list of positions designated as safety-sensitive, if any, are prominently displayed at all departmental facilities housing employees.

2.10.4. Supervisor Responsibilities

Supervisors are responsible for:

1. Determining if reasonable suspicion exists to warrant drug and/or alcohol testing and detailing, in writing, the specific facts, behaviors, or observations that are the basis for the reasonable suspicion.
2. Submitting the documentation to the department head or designee.
3. Complying with the appropriate provisions outlined in this policy that apply to supervisory personnel.

2.10.5. Employer Responsibilities

Employers are responsible for:

1. Providing communication and training on this policy to include a training program to assist supervisors to recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and/or alcohol use by employees and how to effectively intervene.
2. Receiving and maintaining employee drug and alcohol testing records and files from all sources and assuring that they are kept confidential.
3. Making drug and/or alcohol testing and notice forms available.

4. Notifying appropriate department heads of positive results of drug and alcohol tests.
5. Administering the contract with a third party to provide drug and alcohol testing services.
6. Overseeing the administration of the **employer's** Drug- and Alcohol-Free Workplace Policy.
7. Certifying safety-sensitive positions in consultation with the requesting department head and legal counsel.
8. Notifying department heads of test employees randomly selected for drug and/or alcohol testing.
9. Ensuring the administration of all pre-employment drug testing.

2.10.6. Drug and Alcohol Program Coordinator Responsibilities

1. Receives random test selectees from **employer** Human Resources Director.
2. Coordinates notification of test selectees with **employer** and Department Head.
3. Facilitates the testing process.
4. Generates monthly reports to the **employer** Human Resources Director as required.
5. Instructs and trains alcohol testing administrators.

2.10.7. Employee Education

The **employer** maintains information relating to the hazards of and treatment for drug- and alcohol-related problems. Proactive training and information shall be sponsored by the **employer** periodically. Any employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with this policy.

2.10.8. Employee Assistance and Voluntary Referral

1. The **employer** strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs or alcohol under this policy and prior to any other violation of this policy, including a criminal conviction of that individual for a drug- or alcohol-related offense. A decision to participate in the employee assistance or other treatment program will not be a protection or defense from discipline.
2. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is being treated for substance abuse in a recognized

rehabilitation program may, if the Americans with Disabilities Act applies, be entitled to reasonable accommodation so long as the employee is conforming to the requirements of the program and is abstaining from the use of controlled substances and/or alcohol.

3. The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and/or the employee's insurance provider. All information regarding an employee's participation in treatment will be held in strict confidence. Only information that is necessary for the performance of business will be shared by the **employer's** management.

2.10.9. Reasonable Suspicion Testing

1. When any supervisor has reasonable suspicion that an employee may be under the influence of alcohol or drugs, the employee in question will be directed by the department head or designee or the **employer's** Drug and Alcohol Coordinator to submit to drug and/or alcohol testing.
2. The supervisor shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. When possible, the documentation will be forwarded to the department head or designee to authorize the drug and/or alcohol test of an employee.
3. The employer representative, department head or designee or the **employer's** Drug and Alcohol Coordinator shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of this policy. The employee will be suspended with pay pending results of the test.
4. Certain factors which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - a. Information provided either by reliable and credible sources or independently corroborated.
 - b. The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the department head that an employee is violating the **employer's** policy.
 - c. Direct observation of drug or alcohol use.
 - d. The first line supervisor or another supervisor/manager directly observes an employee using drugs or alcohol while an employee is on duty.
 - e. Employee admits using drugs or alcohol prior to reporting to work or while at work.
 - f. Drug or alcohol paraphernalia possibly used in connection with illicit drugs or alcohol found on the employee's person or at or near the employee's work area.

- g. Evidence that the employee has tampered with a previous drug and/or alcohol test.
5. The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a drug and/or alcohol test:

- a. A pattern of abnormal or erratic behavior.

This includes, but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or greatly differing from acceptable behavior in the workplace.

- b. Presence of physical symptoms of drug and/or alcohol use.

The supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, slow or poor reflex response, different from what is usually displayed by the employee or normally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.

- c. Violent or threatening behavior.

First incident: If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the department head may request that the employee submit to drug and/or alcohol testing.

Second incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the department head will request that the employee undergo drug and/or alcohol testing.

Absenteeism and/or tardiness.

If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

An employee who is required to submit to reasonable suspicion testing will be provided transportation by the **employer** to the location of the test. After the employee submits to the test or if the employee refuses to be tested, the **employer** will provide transportation for the employee to his/her home.

2.10.10. Post-Accident Testing

- 1. Each employee involved in either an OSHA-recordable accident or the driver of any motor vehicle involved in an accident will be

tested for drugs and/or alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. OSHA-recordable accidents are those accidents that result in:

- a. Death;
- b. Days away from work;
- c. Diagnosis by a physician or other licensed health care professional as a significant injury or illness;
- d. Medical treatment other than first aid treatment;
- e. Loss of consciousness; or
- f. Restricted work or transfer to another job.

Additionally, any accident in which there is property damage estimated to be valued at or in excess of five hundred dollars (\$500.00) will trigger a post-accident test. An employee may be suspended with pay pending the results of the test and with or without pay pending any subsequent investigation. An employee who is required to submit to post-accident testing will be provided transportation by the employer to the location of the test.

2. A motor vehicle accident occurs when a vehicle collides with another vehicle, pedestrian, animal, road debris, or other stationary obstruction such as a tree or utility pole. Traffic collisions may result in injury, death and property damage.
3. In the event an employee is so seriously injured that s/he cannot provide a blood, breath, or urine specimen at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the employer to obtain hospital records or other documents that indicate whether there were drugs or alcohol in the employee's system when the accident occurred.
4. In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to sign a release allowing the employer to obtain the test results from such officials.
5. In the event testing was unable to be performed in a timely manner due to medical necessary treatment and the medical provider obtained such tests for the treatment of the employee, the employee will be required to sign a release allowing the employer to obtain the test results from such officials.
6. An employee who is subject to a post-accident test must remain readily available for testing. An employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test. Further, the employee, subject to a post-accident test, shall refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first.

2.10.11. Safety-Sensitive Positions

1. The **employer** may conduct pre-employment testing and random testing for drugs and alcohol for positions identified as safety-sensitive by the **employer**. Successfully passing these tests is a condition of future or continued employment.
2. Safety-sensitive positions mean positions which may, in the normal course of business:
 - a. Require the employee to operate the **employer's** vehicles or heavy equipment or private vehicles on company business on a regular and recurring basis; and/or
 - b. Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment, performance of job duties at heights; use of dangerous chemicals; or carrying firearms in the performance of job duties.
3. The **employer** shall maintain a list entitled "List of Positions Designated as Safety-Sensitive." The list shall be a public record. Before a position is included on this list, the **employer** shall post and/or transmit notice in a conspicuous location accessible to employees at the site affected that a position is to be included as safety-sensitive for purposes of pre-employment drug testing and random drug and alcohol testing. The notice will afford an opportunity for comment within a 20-calendar day period.

Note: The final determination to place a position on the list shall be made by the **employer's** governing board. Human resources will maintain a master list of safety-sensitive positions subject to random testing.

2.10.12. Random Testing

1. All employees in positions identified as safety-sensitive by the **employer** shall be subject to random drug and alcohol testing.
2. The **employer** will drug test, at a minimum, 50% of the average number of employee positions designated as safety-sensitive each calendar year. The **employer** will alcohol test, at a minimum, 50% of the average number of employee positions designated as safety-sensitive each calendar year. The selection of employees for random testing shall be on a non-discriminatory basis and made from a computer-based random number generator or third party selection provider that is matched with the employee's payroll number. Random testing will be unannounced and the dates for administering the tests will be spread reasonably throughout the year. Random testing will be performed at any time while the employee is at work.

3. An employee selected for random testing shall proceed immediately to the test site. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.
4. Employees selected for a random test but absent due to vacation, sick leave, other leave, or on urgent employer business approved by their department head will not be notified to take the random test until the first day they return to work after random selection. Random selection may result in some employees being tested more than once each year; some may not be tested at all.

2.10.13. Return-to-Work Testing/Follow-Up Testing

1. If the **employer** agrees to continue employment, an employee who violates this policy and undergoes rehabilitation for drugs or alcohol will, as a condition of returning to work, be required to agree to follow-up testing as established by the **employer**. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The **employer** will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such conditions for continued employment shall be given to the employee in writing. The **employer** may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.
2. Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

2.10.14. Consequence of Refusal to Submit to Testing/Adulterated Specimen

1. An employee who refuses to submit to testing for drugs and/or alcohol will be subject to disciplinary action, up to and including termination. An employee who consents to a drug or alcohol test but fails to appear timely at the collection site, or who fails to give a proper urine sample after reasonable opportunity to do so, will be treated as a refusal to submit to a drug or alcohol test.
2. Submission of an altered or adulterated specimen or substitution of a specimen by a specimen donor will be considered a refusal to comply with this policy and subject the employee to disciplinary action, up to and including termination.

2.10.15. Testing Guidelines

1. The **employer** will test for the following types of substances:
 - Marijuana (THC)
 - Cocaine, including crack
 - Opiates, including heroin, codeine, and morphine
 - Amphetamines, including methamphetamines
 - Phencyclidine (PCP)

2. In addition to testing for the above substances, CDL holders are subject to testing for the following substances:
 - 6-Acetylmorphine
 - MDMA (Ecstasy)
3. Other drugs may be added to this list. Where applicable, the **employer** will follow federal testing procedures for drugs and alcohol set forth by the Federal Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.

2.10.16. Option for Drug Retest

1. No later than 72 hours after receipt of a positive drug test, an employee who tests positive may request a confirmatory retest of the same sample at his/her expense at a certified laboratory of his/her choice. The request must be made in writing to the Human Resource Director or Drug and Alcohol Program Coordinator.
2. Upon request, the medical review officer will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing.
3. The employee will be required to authorize the laboratory to provide the **employer** with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis.

2.10.17. Searches

1. If the **employer** suspects that an employee or on-site contractor is in possession of illegal drugs, alcohol, or contraband in violation of this policy, the **employer** may search **employer** vehicles, lockers, desks, and work areas. By entering into or being present at a job site while on **employer** time or representing the **employer** in any way, an individual is deemed to have consented to such searches. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. The **employer** may take whatever legal means are necessary to determine whether alcohol or illegal drugs are located or being used on **employer** property. The **employer** may call upon law enforcement authorities to conduct an investigation if deemed necessary.
2. Searches will be conducted by management personnel or law enforcement authorities and may or may not be conducted in the presence of the person whose work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the **employer's** representative conducting the search.

2.10.18. Discipline Related to Abuse

1. Employees in violation of the provisions of this policy will be subject to disciplinary action, up to and including termination.
2. An employee may be found to have violated this policy on the basis of any appropriate evidence including, but not limited to:
 - a. Direct observation of illegal use of drugs, prohibited use of alcohol, or possession of illegal drugs or alcohol or related contraband;
 - b. Evidence obtained from a motor vehicle citation, an arrest, or a criminal conviction for use or possession of illegal drugs or for the use, or being under the influence, of alcohol on the job;
 - c. A verified positive test result; or
 - d. An employee's voluntary admission.
3. Prior to determining its course of action, the **employer** may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional. The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment.
4. If an evaluation is conducted which results in a recommendation for treatment, continued employment is, but is not required, to be allowed if the recommended treatment is immediately begun and successfully completed. A treatment program may include, but is not limited to, rehabilitation, counseling, and after-care to prevent future substance use/abuse problems. The treatment program will not be at the **employer's** expense; however, employees may use benefits provided by applicable insurance coverage. Failure by the employee to enroll in the recommended treatment program, to consistently comply with the program's requirements, to complete it successfully, and/or to complete any continuing care program shall be grounds for immediate termination from employment. Employees are limited to substance abuse treatment one time only under this policy.
5. When an employee is required to undergo treatment under this policy, the employee may be required to comply with the following as a condition of continued employment:
 - a. Monitoring of the treatment program and the employee's participation by the **employer**;
 - b. Submission to return-to-work testing as required under this policy and continuing follow-up testing as provided in the *Return-to-Work Testing/Follow-Up Testing, section 2.19.12*; and
 - c. Any other reasonable condition that the **employer** deems necessary to maintain a safe and healthy workplace for all employees.

6. Failure by the employee to enroll in a required treatment program, to consistently comply with the program requirements, to successfully complete the program, and/or to complete any continuing care program will be grounds for immediate termination of employment.
7. Disciplinary action will also be taken for any job performance or behavior that would otherwise be cause for disciplinary action.

2.10.19. Confidentiality

All medical and rehabilitation records are confidential and may not be disclosed without the prior written consent of the patient, authorizing court order, or otherwise as permitted by state and federal law. Positive test results may only be disclosed to the employee; the appropriate medical and substance abuse treatment providers; the employer's attorney; an employer representative necessary to respond to an alleged violation of this policy; individuals within the employer who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal in any adverse personnel action.

2.11. Prohibition of Workplace Violence

2.11.1. Policy

The employer is committed to providing for the safety and security of all employees, customers, visitors, and property.

2.11.2. Scope

This policy applies to all employees, including regular, part-time temporary, casual/temporary/seasonal, provisional, and elected officials, volunteers, as well as contract and temporary workers and anyone else on the employer's property.

2.11.3. Implementation of Policy

1. The employer will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the employer or which occur on property owned or controlled by the employer or during the course of the employer's business. Examples of workplace violence include, but are not limited to, the following:
 - a. All threats (including direct, conditional, or veiled) or acts of violence occurring on premises owned or controlled by the employer, regardless of the relationship between the employer and the parties involved in the incident.
 - b. All threats of any type or acts of violence occurring off the employer's premises involving someone who is acting in the capacity of a representative of the employer.
 - c. All threats of any type or acts of violence occurring off the employer's premises involving an employee of the employer,

if the threats or acts affect the legitimate interests of the **employer**.

- d. Any acts or threats resulting in a criminal conviction of an employee or agent of the **employer** or of an individual performing services for the **employer** on a contract or temporary basis which adversely affect the legitimate interests and goals of the **employer**.
2. Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:
 - a. Hitting, shoving, or otherwise assaulting an individual;
 - b. Direct, conditional, or veiled threats of harm directed to an individual or his/her family, friends, associates, or property;
 - c. The intentional or malicious destruction or threat of destruction of the **employer's** property or property of another employee;
 - d. Harassing or threatening phone calls, text messages, notes, letters, computer messages or other forms of communication;
 - e. Harassing surveillance or stalking;
 - f. Unauthorized possession or inappropriate use of firearms, weapons, hazardous biological or chemical substances, or explosives while on **employer's** business.
3. The **employer** desires to detect and deter real, potential, or threatened violence. Every employee is required to report immediately any acts of violence or any threat of violence against any coworker, supervisor, manager, elected official, visitor, volunteer, or other individual. Supervisory and managerial personnel who witness or become aware of any acts or threats of violence must notify their superior immediately. Every other person on **employer** property is encouraged to report incidents of threats or acts of violence of which s/he is aware. Threats or acts of violence may include:
 - a. Discussing weapons or bringing them to the workplace.
 - b. Displaying overt signs of extreme stress, resentment, hostility, or anger.
 - c. Making intimidating, abusive, or threatening remarks.
 - d. Sudden or significant deterioration of performance.
 - e. Displaying irrational or inappropriate behavior.
4. Reports of violence or threatening behavior should be made to the Human Resources Department, an employee's immediate supervisor or manager, or any other supervisory or management employee. The **employer** is committed to ensuring that employees reporting real or perceived threats in good faith will not be subject to harassment or retaliation. Nothing in this policy alters any other reporting obligation established in the **employer's** policies or in state, federal, or other applicable law.

2.11.4. Violations

1. Violations of this policy by any employee will lead to disciplinary action, up to and including termination and/or appropriate legal action. The **employer** may also take appropriate disciplinary action against any employee who intentionally makes a false or malicious statement about coworkers or others.
2. Actions of law enforcement personnel which are necessary in the performance of their duties and are consistent with policies or sound law enforcement procedures shall not be considered to violate this policy. In addition, actions necessary for bona fide self-defense or protection of employees of the **employer** or of **employer** property shall not be considered to violate this policy.

2.11.5. Temporary Restraining Orders

1. The **employer** may apply for an order for protection against harassment in the workplace under the terms of NRS 33.200 – 33.360 when it has reason to believe that:
 - a. A person knowingly threatens to cause or commits an act that causes:
 - Bodily injury to himself or to another person;
 - Damage to the property of another person; or
 - Substantial harm to the physical or mental health or safety of another person.
 - b. The threat is made or an act is committed against the **employer**, any employee of the **employer** while performing employment duties, or against a person present at the **employer's** workplace; and
 - c. The threat would cause a reasonable person to fear that the threat will be carried out, or the act would cause a reasonable person to feel terrorized, frightened, intimidated, or harassed.
2. Such order of protection against harassment in the workplace may:
 - a. Enjoin the alleged harasser from contacting the **employer**, an employee of the **employer** while performing his/her duties, and any person while the person is present at the **employer's** workplace;
 - b. Order the alleged harasser to stay away from the workplace; and
 - c. Order such other relief as the court deems necessary to protect the **employer**, the workplace of the **employer**, the **employer's** employees while performing their employment duties, and any other persons who are present at the workplace.

2.12. Employment of Relatives

Pursuant to the provisions of NRS 281.210, no officer or appointing authority of the **employer** may employ in any capacity on behalf of the **employer** any relative of such person who is within the third degree of consanguinity or affinity. Existing employees may continue in their current position following the election of their relative to an appointing authority position.

In addition, no person shall be employed in a position if such employment would require supervision by a relative who is within the third degree of consanguinity or affinity. For purposes of this paragraph, supervision includes second or higher levels of supervision.

(**Example:** An employee reports to an immediate supervisor, who reports to a division manager, who reports to a department head. The employee may not be related within the third degree of consanguinity or affinity to the division manager or department head.)

2.13. Code of Ethical Standards

The elected and appointed officers and employees of employer recognize that holding public office and/or employment is a public trust. To preserve that trust, we demand the highest code of conduct and ethical standards. The purpose of this policy is to define and establish the standards of ethical conduct that are required of public officials and employees so as to ensure their professional integrity in the performance of their duties.

The officers and employees of employer shall comply with the following provisions. This list is not all-inclusive, but simply provides the basic level of conduct expected.

- All elected and appointed officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
- They will act with care and diligence in the course of their employment.
- They will treat everyone, including coworkers, subordinates, supervisors, constituents and the public with the utmost respect and courtesy.
- They will comply with all applicable federal, state, and local laws.
- They will comply with any lawful and reasonable direction given by someone in the employer's agency who has authority to give the direction.
- They will maintain appropriate confidentiality.
- They will disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with their employment.
- They will use employer resources in a proper manner.
- They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment.
- They will, at all times, act in a way that upholds the values and the integrity and good reputation of employer.
- They will comply with any other conduct requirement that is prescribed by the employer.

In addition, consistent with the provisions of NRS 281A.400 and NRS 281.230, the employer's officials and employees are required to comply with the following:

- No official or employee shall seek or accept any gift, service, favor, employment, engagement, perquisite, gratuity, or economic opportunity or advantage which would tend improperly to influence a reasonable person in his/her position to depart from the faithful and impartial discharge of his/her public duties.

- No official or employee shall use his/her position with the **employer** to secure or grant unwarranted privileges, preferences, exemptions, or advantages for him/herself, any member of his/her household, any business entity in which s/he has a significant pecuniary interest, or any other person.
- No official or employee shall participate as an agent of government in the negotiation or execution of a contract between the governmental entity and any private business in which s/he has a significant pecuniary interest.
- No official or employee shall accept any salary, retainer, augmentation, expense allowance, or other compensation from any private source for the performance of his/her duties as an official or employee.
- If an official or employee acquires, through his/her public duties or relationships, any information which by better practice is not at the time available to the public generally, s/he shall not use such information to further his/her own current or future pecuniary interests or the current or future pecuniary interests of any other person or business entity.
- No official or employee shall suppress any governmental report or other document or information because the release of such report or information has the potential to impact his/her own pecuniary interests or those with whom s/he has a business or personal relationship.
- No official or employee shall use governmental time, property (including monies or funds), equipment, or other facility to benefit his/her personal or financial interests.
- No official or employee shall attempt to benefit his/her personal or financial interest(s) by influencing or consolidating a subordinate.
- No official or employee shall accept other employment or contracts through the use of his/her official position or the influence associated thereto.
- No official or employee shall not, in any manner, directly or indirectly, receive any commission, personal profit, or compensation of any kind resulting from any contract or other transaction in which the **employer** is in any way interested or affected except:

A member of any board, commission, or similar body who is engaged in the profession, occupation, or business regulated by the board, commission, or body may, in the ordinary course of his/her business, bid on or enter into a contract with any governmental agency, except the board or commission of which s/he is a member, if s/he has not taken part in developing the contract plans or specifications and s/he will not be personally involved in opening, considering, or accepting offers.

2. A public officer or employee, other than an officer or employee described in a. above, may bid on or enter into a contract with a governmental agency if the contracting process is controlled by rules of open competitive bidding, the sources of supply are limited, s/he has not taken part in developing the contract plans or specifications, and s/he will not be personally involved in opening, considering, or accepting offers.

Violations of any of the above provisions may result in disciplinary action, up to and including termination.

2.14. Political Activity

Employees shall not engage in political activity of any kind during working hours. This includes, but is not limited to: soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or the nomination or election of any person to public office. Wearing or displaying of apparel, buttons, insignia, or other items which advocate for or against a political candidate or a political cause is also an example of prohibited political activity during work hours. Furthermore, no person shall attempt to coerce, command, or require a person holding or applying for any position, office, or employment, including a citizen requesting service supplied by **employer**, to influence or to give money, service, or other valuable thing to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or election of any person to public office.

Employees may not participate in any of the above-listed activities off duty while wearing a uniform, name tag, or any other item identifying them as a representative of the **employer**.

Employees are expressly forbidden to use any **employer** resources including but not limited to: interoffice mail, email, telephone, fax machines, the internet, or copy machines to engage in any political activity outside the approved scope of the employees' official duties.

2.14.1. Running for or Holding, Political Office

While employees are encouraged to participate in the political process, they must understand that **employer** also has an obligation to provide service to the public.

Employees who are seeking, or who have been elected or appointed to public office, shall not conduct any business related to these activities while on duty. This includes all the items listed in the previous section, (i.e. political activity).

If the activities conflict with, or the activities hinder the performance of the duties with **employer**, the employee will comply with one of the following: (final approval is at the **employer's** sole discretion)

- The employee will be expected to resign their position;
- The employee may apply and seek approval for use of accrued leave time, or;
- The employee may request unpaid leave.

The maximum duration of paid or unpaid leave time approved will be twelve calendar weeks. **Employers** leave policies addressing continuation of health insurance, retirement benefits, accrual of additional leave time, and job and seniority status will be applied in this situation.

2.15. Solicitation Prohibited

2.15.1: Employee Activities

Distribution of literature by employees in work areas or solicitation by employees during work time on behalf of any club, society, labor union, religious organization, political party, philanthropic or similar

organization, or for any purpose whatsoever is strictly prohibited. Distribution of information and correspondence related to the administration of a collective bargaining agreement by officers, consultants, and business representatives of a recognized employee organization may be allowed pursuant to the terms of a collective bargaining agreement.

2.15.2. Non-Employee Activities

Non-employees will not be allowed on the premises for the purpose of distribution of literature to employees or solicitation of employees at any time whatsoever, except as specifically provided below.

1. Consultants and business representatives of recognized employee organizations are allowed access to employees as allowed by the specific terms of a current collective bargaining agreement.
2. Representatives of employee benefit programs (e.g., supplemental insurance or deferred compensation) specifically approved by the **employer** for payment through payroll deduction may meet with employees during designated break time at designated places or on **employer** property and may be approved by the appropriate **employer** representative.

2.16. Work Stoppage Prohibited

No employee will instigate, promote, encourage, sponsor, or engage in any strike, picketing, slowdown, concerted work stoppage, sick out, or any other intentional interruption of work. Any employee who violates the provisions of this section will be subject to disciplinary action, up to and including termination.

2.17. Use of Employer Property and Premises

Employees will use the **employer's** property and equipment including, but not limited to, phones and radios, communication equipment, vehicles, tools, equipment, and facilities only for work-related purposes as directed or approved by management. When using **employer** property and equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions as well as comply with safety standards and guidelines. Employees will not mislead, destroy, or otherwise use in an improper or unsafe manner any property of the **employer**. Employees are prohibited from making unauthorized copies, any other unauthorized use of, or allowing or facilitating the unauthorized possession by others of **employer** keys or other access devices. Employees are prohibited from transporting family members in the **employer's** vehicles unless specifically authorized to do so by their supervisor.

The **employer** may authorize the examination of lockers, desks, vehicles, and all other property and spaces owned or controlled by the **employer** to check for the presence of any unauthorized material, weapons of any type, or controlled substances including, but not limited to, alcohol and illegal drugs. Prior notice to employees that **employer**-owned property or space is to be searched is not required, entrance onto or use of **employer** property is deemed consent. A search may be conducted either in or outside the employee's presence.

2.18. Phone Policy

The **employer's** policy covers phone usage while at work, including the use of cell phones while operating motor vehicles.

2.18.1. Sheriff's Office Provision

This policy does not apply to employees of the sheriff's office. The Sheriff will enact and maintain such policy. Refer to departmental policy or applicable collective bargaining agreement.

2.18.2. Personal Calls & Texts

1. Personal phone calls, messages or texting, audio/video recording, and other features of your personal cell phone or the **employer's** equipment, are restricted to authorized break periods, except under obvious emergency situations. Excessive personal communication can result in lost productivity and distract workers. **Employer-**issued cell phones are to be used only for official business reasons.
2. If an emergency situation arises and the **employer-**issued cell phone must be used for a personal call and the employee is not able to obtain prior authorization from a supervisor, the employee is required to notify the supervisor as soon as is practicable. The employee is required to furnish the reason for the call and, if requested, the number called. Violation of this policy may result in the employee being responsible for reimbursing any costs incurred.
3. Employees are expected to protect the **employer-**issued mobile equipment from loss, damage, or theft.

2.18.3. Cell Phone Use in Vehicles

1. Employees are neither required nor expected to use a cell phone while the vehicle is in motion. Safety must come before all other concerns.
2. All employees are expected to follow applicable state and federal laws regarding the use of cell phones, PDAs, or other hand-held devices at all times.
3. Except as otherwise provided in this policy, a person shall not, while operating a motor vehicle on a highway:
 - a. Manually type or enter text into a cellular telephone or other handheld wireless communications device, or send or read data using any such device to access or search the Internet or to engage in non-voice communications with another person, including, without limitation, texting, electronic messaging and instant messaging.
 - b. Use a cellular telephone or other handheld wireless communications device to engage in voice communications with another person, unless the device is used with an accessory which allows the person to communicate without using his or her hands, other than to activate, deactivate or initiate a feature or function on the device.

4. Employees shall safely pull off the road and safely stop before placing or accepting calls, texting, checking and responding to messages, or using hands-free operations/devices.
5. This policy does not include passenger use of cell phones.
6. This prohibition is in effect regardless if the cell phone is issued by the **employer** or is privately owned by the employee.
7. Exceptions to this rule are:
 - a. Legitimate use of cell phones by specific departments and for specific reasons as established by each department and under NRS 484B, section 1. For example the police, fire, ambulance, and EMT departments may operate vehicles while using cell phones only in direct response to emergency calls, but must always keep safety paramount.
 - b. A person who is reporting a medical emergency, a safety hazard or criminal activity or who is requesting assistance relating to a medical emergency, a safety hazard or criminal activity.
 - c. A person who is responding to a situation requiring immediate action to protect the health, welfare or safety of the driver or another person and stopping the vehicle would be inadvisable, impractical or dangerous.
 - d. A person who is licensed by the Federal Communications Commission as an amateur radio operator and who is providing a communication service in connection with an actual or impending disaster or emergency, participating in a drill, test, or other exercise in preparation for a disaster or emergency or otherwise communicating public information.

2.18.3 Phone Use in Business Meetings

Phone use during meetings, to include texting, unless specifically requested and authorized by management, is forbidden. Cell phones must be turned off and/or calls forwarded to the message feature.

2.19. Information Technology

2.19.1 Policy

The **employer** requires employees to use information technology (computer systems, telecommunication and other devices, and electronic information/communication) responsibly and in a manner which is not detrimental to the mission and purpose of **employer**. To maintain a level of professionalism, any publication through any means (electronic or otherwise) which is potentially adverse to the operation, morale, or efficiency of **employer** will be deemed a violation of this policy.

The Sheriff may enact additional restrictions, requirements and limitations in addition to any such restrictions, requirements and limitations in this policy. Additionally, through sheriff's office policy,

the Sheriff may exclude any restriction, requirement or limitation of this policy that is specifically allowed by law.

2.19.2. Privacy

Employees should not expect privacy with respect to any of their activities when using the **employer's** computer and/or electronic and telecommunication property, systems, or services. Use of passwords or account numbers by employees does not create a reasonable expectation of privacy and confidentiality of information being maintained or transmitted. The **employer** reserves the right to review, retrieve, read, and disclose any files, messages, or communications that are created, sent, received, or stored on the **employer's** computer systems and/or equipment. The **employer's** right to review, also called monitoring, is for the purpose of ensuring the security and protection of business records, preventing unlawful and/or inappropriate conduct, and creating and maintaining a productive work environment.

2.19.3. Use

1. The computers, associated hardware and software, including, but not limited to electronic mail (e-mail or instant messaging "IM") and access to other services, as well as voice mail, pagers, smart phones (e.g., Blackberry, I-phones) and faxes, belong to the **employer** and, as such, are provided for business use. Very limited or incidental use by employees for personal, non-business purposes is acceptable as long as it is:
 - a. Conducted on personal time (i.e., during designated breaks or meal periods);
 - b. Does not consume system resources or storage capacity;
 - c. Does not involve any prohibited uses; or
 - d. Does not reference **employer** or themselves as an employee without prior approval. This includes, but is not limited to:
 - i. Text which identifies **employer**.
 - ii. Photos which display **employer** logos, patches, badges, or other identifying symbols of **employer**.
 - iii. Information of events which occurs involving **employer** without prior approval.
 - iv. Any other material, text, audio, video, photograph, or image which would identify **employer**.
2. Employees loading, importing, or downloading files from sources outside the **employer's** system, including files from the Internet, World Wide Web, social media sites, and any computer disk, must ensure the files and disks are scanned with the **employer's** current virus detection software before installation and execution. Compliance to copyright or trademark laws prior to downloading files or software must be adhered to explicitly.

3. Employees may use information technology, including the Internet, World Wide Web, and social media sites during work hours on job-related matters to gather and disseminate information, maintain their currency in a field of knowledge, participate in professional associations, and communicate with colleagues in other organizations regarding business issues.
4. An employee's use of the **employer's** computer systems, telecommunication equipment and systems, and other devices or the employee's use of personally-owned electronic devices to gain access to **employer's** files or other work-related materials maintained by **employer** constitutes the employee's acceptance of this policy and its requirements.

2.19.4. Prohibited Use

Prohibited use includes, but is not limited to, the following:

1. Sending, receiving, or storing messages or images that a "reasonable person" would consider to be offensive, disruptive, harassing, threatening, derogatory, defamatory, pornographic, indicative of illegal activity, or any that contain belittling comments, slurs, or images based on race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity, expression, political affiliation, or membership in the Nevada National Guard.
2. Sending, receiving, or storing chain letters.
Subscriptions to newsletters, advertising, "clubs," or other periodic email which is not necessary for the performance of the employee's assigned duties.
3. Sending, receiving, or storing solicitations on behalf of any club, society, philanthropic or similar organization.
4. Sending, receiving, or storing union-related solicitations.
5. Engaging in political activities including, but not limited to, solicitation or fund raising.
6. Engaging in religious activities including, but not limited to, proselytizing or soliciting contributions.
7. Conducting outside employment in any manner.
8. Engaging in illegal, fraudulent, defamatory, or malicious conduct.
9. Writing or participating in blogs that injure, disparage, and/or defame the **employer**, members of the public, and/or its employees' reputations by name or implication.
10. Downloading, uploading, or otherwise transmitting without authorization:
 - a. Confidential or proprietary information or material
 - b. Copyrighted material

- c. Illegal information or material
 - d. Sexually explicit material
12. Obtaining unauthorized access to other systems.
 13. Using another person's password or account number without explicit authorization by the **employer**.
 14. Improperly accessing, reading, copying, misappropriating, altering, misusing, or intentionally destroying the information/files of the **employer** and other users.
 15. Loading unauthorized software or software not purchased or licensed by the **employer**.
 16. Breaching or attempting to breach any security systems or otherwise maliciously tampering with any of the **employer's** electronic systems including, but not limited to, introducing viruses.
 17. Using the **employer's** information technology for personal, non-business purposes other than a very limited or incidental way.

2.20. Social Networking Policy

2.20.1. Policy

The **employer** takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of the **employer** to protect itself and its employees from unauthorized disclosure of information. The **employer's** social networking policy includes rules, guidelines, and best practices for **employer**-authorized social networking and personal social networking. This policy applies to all board members, management, and employees.

The Sheriff may enact additional restrictions, requirements and limitations in addition to any such restrictions, requirements and limitations in this policy. Additionally, through sheriff's office policy, the Sheriff may exclude any restriction, requirement or limitation of this policy for the furtherance of justice.

2.20.2. General Provisions

Blogging or other forms of social media or technology include, but are not limited, to video or wiki posting, sites such as Facebook and Twitter, chat rooms, personal blogs, or other similar forms of online journals, diaries, or personal newsletters not affiliated with the **employer**.

Unless specifically instructed, employees are not authorized and, therefore, restricted to speak on behalf of the **employer**. Employees are expected to protect the privacy of the **employer** and its employees. Employees are prohibited from disclosing personal employee and non-employee information and any other proprietary and non-public information to which employees have access.

2.20.3. Employer Monitoring

Employees are cautioned that they should have no expectation of privacy while using the Internet, **employer** equipment or facilities for any purpose, including authorized blogging. Employee's posting can be viewed by anyone, including the **employer**. The **employer** reserves the right to monitor comments or discussions about the **employer** or its employees posted on the Internet by anyone, including employees and non-employees. The **employer** may use search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

The **employer** reserves the right to use content management tools to monitor, review, or block content on **employer** blogs that violate the **employer's** blogging rules, guidelines, and best practices.

2.20.4. Reporting Violations

The **employer** requests and strongly urges employees to report any violations or possible or perceived violations to their immediate supervisor, manager, human resource, or Executive Director. Violations include discussions of the **employer** and its employees, discussion of proprietary and non-public information, and any unlawful activity related to blogging or social networking.

2.20.5. Discipline for Violations

The **employer** will investigate and respond to all reports of violations of the social networking policy and other related policies. Violation of the **employer's** social networking policy will result in disciplinary action up to and including termination. Discipline will be determined based on the nature and factors of any blog or social networking post. The **employer** reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

2.20.6. Authorized Social Networking

The goal of authorized social networking and blogging is to become a part of the industry conversation and promote web-based sharing of ideas and exchange of information. Authorized social networking and blogging is used to convey information about **employer** operations and services; promote and raise awareness of the **employer** culture; search for potential new equipment and training tools; communicate with other employees, customers, and interested parties; issue or respond to breaking news or negative publicity; and discuss business-specific activities and events.

When social networking, blogging, or using other forms of web-based forums, the **employer** must ensure that use of these communication paths maintain integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

2.20.7. Rules and Guidelines

The following rules and guidelines apply to social networking and blogging when authorized by the **employer**. The rules and guidelines

apply to all **employer**-related blogs and social networking entries, including **employer** subsidiaries or affiliates.

Only authorized employees can prepare and modify content for the **employer's** blog and/or the social networking entries located on any **employer**-related website. Content must be relevant, add value, and meet at least one of the specified goals or purposes developed by the **employer**. If uncertain about any information, material, or conversation, employee will contact immediate supervisor, manager, human resources, or Executive Director to discuss the content.

All employees must identify themselves as employees of the **employer** when posting comments or responses on the **employer's** blog and/or social networking site.

Any copyrighted information where written content information has not been obtained in advance cannot be posted on the **employer's** blog.

All employees of the **employer** are responsible for ensuring all blogging and social networking information complies with the **employer's** written policies. Management is authorized to remove any content that does not meet the rules and guidelines of this policy or that may be illegal or offensive. Removal of such content will be done without permission of the blogger or advance warning.

The **employer** expects all guest bloggers to abide by all rules and guidelines of this policy. The **employer** reserves the right to remove, without advance notice or permission, all guest bloggers' content considered inaccurate or offensive. The **employer** also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.

9.8. Personal Blogs and Social Networking Sites

The **employer** respects the right of employees to write blogs and use social networking sites and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the **employer**.

The **employer** respects the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes.

Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party; not just the **employer**.

Employees cannot use **employer** equipment, including computers, licensed software or other electronic equipment, nor facilities or on-duty time to conduct personal blogging or social networking activities.

Employees cannot use blogs or social networking sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the **employer**.

If employee chooses to identify him/herself as an **employer** employee, please note that some readers may view him/her as a spokesperson for the **employer**. Because of this possibility, employee is required to state that his/her views expressed in the blog and/or social networking area is employee's own and not those of the **employer** or of any person or organization affiliated or doing business with the **employer**.

Employees cannot post on personal blogs or other sites the name, trademark, or logo of the **employer** or any business with a connection to the **employer**. Employees cannot post **employer**-privileged information, including copyrighted information or **employer** issued documents.

Employees cannot post on personal blogs or social networking sites photographs of other employees, volunteers, clients, vendors, suppliers, patients, nor can employees post photographs of persons engaged in **employer** business without prior authorization by immediate supervisor, manager, human resources, or Executive Director.

Employees cannot post on personal blogs or social networking sites any advertisements or photographs of **employer** products, nor use the **employer** in advertisements.

Employees cannot link from a personal blog or social networking site to the **employer's** internal or external websites.

If contacted by the media, press, or any other public news source about employees' post that relates to **employer** business, employees are required to obtain written approval from the immediate supervisor, manager, human resources, or Executive Director prior to responding, explaining the details of the request and who requested the information.

2.26 Use of Tobacco

2.26.1 Policy

The **employer** is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As required by NRS 202.2483 (Nevada Clean Indoor Act) and also motivated by the employer's desire to provide a healthy work environment for all employees, the use of tobacco products is prohibited within any building owned, leased, contracted for and utilized by the employer. This prohibition extends to anywhere within work areas, restrooms, hallways, employee lounges, cafeterias, conference and meeting rooms, lobbies, and reception areas. The employer may designate an outdoor smoking area for its employees. The employer shall not allow the use of tobacco products during staff and training meetings. Further, the employer bans smoking and the use of tobacco products in all vehicles it owns or uses.

2.22. Outside Employment

2.22.1. Policy

In order to maintain a work force that is fit and available to provide proper services and carry out functions of the **employer**, employees are prohibited from engaging in outside employment which presents real or potential conflict with or negatively impacts their employment with the **employer**.

2.22.2. Conflicting Employment

Outside employment may be classified as in conflict with the **employer's** interests if it:

1. Interferes with or negatively impacts the employee's ability to perform his/her assigned job.
2. Prevents the employee's availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.
3. Is conducted during the employee's work hours.
4. Requires the services of other employees during their normally scheduled work hours.
5. Makes use of the **employer's** telephones, computers, supplies, or any other resources, facilities, or equipment.
6. Is represented as an activity of the **employer** or an activity endorsed, sanctioned, or recommended by the **employer**.

Takes advantage of the employee's employment with the **employer**, except to the extent that the work with the **employer** may demonstrate expertise or qualification to perform the outside employment.

7. Requires the employee to schedule time off at specific times that could disrupt the operation of the **employer**.
8. Requires employment with a firm that has contracts or does business with the **employer**. Exceptions to this policy have been identified in Section 2.12., Items 10.a. and b., Code of Ethical Standards.

2.22. Procedure

1. Each employee will determine whether s/he believes the proposed outside employment may conflict with his/her employment with the **employer**.
2. An employee must notify his/her supervisor or manager of the outside employment if such outside employment may be reasonably perceived to be in conflict with his/her employment, or if the employee is unsure about a perceived conflict.
3. In order to determine if there is a conflict with the employee's duties, the supervisor or manager may request information, such as:

- a. The outside employer's name;
 - b. Hours of proposed employment;
 - c. Job location; and
 - d. Duties to be performed. If the supervisor or manager turns down the request, the employee may request and the **employer** will grant a review by another person at a management level.
4. If there is a conflict with the employee's employment, the supervisor or manager will inform the employee, in writing, that the outside employment is not allowed and a copy placed in the employee's personnel file.
 5. The supervisor or manager will advise the Human Resources Director of conflicts or perceived conflicts caused by an employee's outside employment.
 6. The employee must terminate the outside employment if s/he wishes to remain an employee of the **employer**.
 7. Employees who engage in outside employment which is prohibited by this policy are subject to discipline, up to and including termination.
 8. Provisions of policies and procedures of the Sheriff's Office may provide additional restrictions or conditions for approval of outside employment and will remain in effect as they are currently written or as they may be modified.

2.23. Personal Appearance

2.23.1. Policy

1. Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, and neat appearance. An employee unsure whether attire or grooming is appropriate should consult with his/her supervisor or manager.
2. Employees working in office areas should dress professionally. The appropriate level and style of dress will be determined by the elected official or department head with jurisdiction over that work area.
3. For those employees who do not have direct contact with the public, dress should still be neat and clean and pose no safety hazard to themselves or others.
4. Under no circumstances may employees wear halter tops, strapless tops, spaghetti straps, tank tops, cropped tops, clothing with offensive wording (sexually-related references or foul language) or that promotes the use of illegal drugs, clothing that shows undergarments (sheer), torn clothing, clothing with holes in it, or tight-fitting, revealing, or oversized clothing. All clothing must be clean, neat, and fit properly. Safe, neat, and clean shoes should be worn at all times.

5. For all employees, professional appearance means that the **employer** expects employees to maintain good hygiene and grooming while working. Facial hair is permitted as long as it is neat and well trimmed. Rings through the nose, eyebrow, tongue, or body parts other than the ear lobe that are visible to the public may not be worn while working. All tattoos must be small in size or covered at all times and may not be offensive in nature (sexually-related references, foul language, and the promotion of illegal drugs is prohibited). Employees are expected to be conservative in the wearing of makeup, scented products, and hairstyles.
6. If an employee requires a reasonable accommodation regarding his/her dress for bona fide legitimate reasons, s/he should contact his/her supervisor or manager to discuss an exception to the personal appearance guidelines. Unless it would constitute an undue hardship or safety hazard, **employer** will accommodate such requests.

2.23.2. Enforcement

1. All employees should practice common sense rules of neatness, good taste, and common sense. Provocative clothing is prohibited. **Employer** reserves the right to determine appropriate dress at all times and in all circumstances.
2. When the **employer** believes an employee's dress or grooming does not comply with the personal appearance guidelines, the immediate supervisor will discuss the issue with the employee. If continued counseling fails to result in the desired response, the supervisor may initiate disciplinary action.
3. **Employer** may send employees home to change clothes should it be determined the dress is not appropriate.
4. If an employee feels aggrieved by the personal appearance guidelines, s/he may use the dispute resolution process provided in the **employer's** personnel policies.

2.23.3 Sheriff's Office Provisions

Provisions of policies and procedures of the Sheriff's Office may provide additional restrictions or conditions for personal appearance and will remain in effect as they are currently written or as they may be modified.

2.24. Children in the Workplace

To avoid disruptions to the employee and coworkers, potential distractions in serving members of the community and to reduce personal and property liability, employees are forbidden to bring children to the workplace. This policy is intended to address the presence of children while the employee is on duty and does not include official functions or activities promoted by **employer**.

Supervisors may use discretion in granting a temporary exception to this rule to accommodate the employee. If an exception is granted, it is the responsibility of the

employee to supervise and control the movements of the child. It is not acceptable to request an accommodation to bring sick children into the workplace.

2.25. Reporting Convictions

2.25.1. Policy

All employees are required to immediately report convictions, guilty or nolo contendere plea, or deferred adjudications for felony, misdemeanor (excluding juvenile adjudication) or any lesser crime other than a minor traffic infraction. Convictions shall not automatically impact the employees' employment.

The employer will make an assessment of the effect of the conviction to the essential duties of the position the employee holds.

2.25.2. Sheriff's Office Provisions

Provisions of policies and procedures of the Sheriff's Office may provide additional restrictions or conditions for reporting convictions and law enforcement contact and will remain in effect as they are currently written or as they may be modified.

2.26. Whistleblower Protection

2.26.1. Purpose

The purpose of this policy is to establish "whistleblower protection" for employees of the employer who report improper governmental action, per NRS 281.611-671.

2.26.2. Definitions

"Improper governmental action" is defined as action taken by an officer or employee in the performance of official duties which is:

- In violation of state law or regulation;
- A violation of county code, ordinance, or regulation adopted by the employer;
- An abuse of authority;
- Of substantial and specific danger to the public health or safety; or
- A gross waste of public money.

2.26.3. Filing an Appeal (Required to be adopted by Ordinance per NRS 281.645)

An officer or employee who claims that a reprisal or retaliatory action was taken against the officer or employee for disclosing information concerning improper governmental action as defined above may file a written appeal with the human resources manager or appropriate authority.

"Reprisal or retaliatory action" includes:

- The denial of adequate personnel to perform duties;
- Frequent replacement of members of the staff;
- Frequent and undesirable changes in the office location;

- Refusal to assign meaningful work;
- Issuance of letters of reprimand or evaluations of poor performance;
- Demotion;
- Reduction in pay;
- Denial of a promotion;
- Suspension;
- Dismissal;
- Transfer;
- Frequent changes in working hours or work days; or
- If the employee is licensed or certified by an occupational licensing board, the filing with that board, by or on behalf of the **employer**, of a complaint concerning the employee, if such action is taken in whole or in part, because the officer or employee disclosed information concerning improper governmental action.

A written appeal must be filed by the officer or employee within 60 days after the date the alleged reprisal or retaliatory action took place. The reprisal or retaliatory action must have occurred within two years after the date the officer or employee disclosed information concerning improper governmental action. The appeal must be filed with the human resources manager or appropriate authority on a form provided by the **employer**. The appeal must contain a statement that sets forth with particularity:

- The facts and circumstances under which the disclosure of improper governmental action was made; and
- The reprisal or retaliatory action that is alleged to have been taken against the officer or employee.

2.26.4. Appointment of Hearing Officers

As set forth by ordinance, hearing officers shall be appointed by the employee's governing board upon the recommendation of the appropriate authority. The qualifications of the hearing officers require a combination of education and experience in resolving disputes, adjudicating issues through the interpretation of statutes, rules or regulations, or serving as a hearing officer with the state.

2.26.5. Appeal Hearings

A hearing officer may reject an appeal form that is incomplete or otherwise insufficient to commence an appeal.

When an officer or employee alleging reprisal or retaliatory action requests an appeal hearing, s/he may represent themselves at the hearing or be represented by an attorney or other person of the employee's or officer's choosing. All testimony given at the hearing is under oath. The officer or employee alleging reprisal or retaliatory action presents his/her case first and must establish:

- That the officer or employee was an officer or employee on the date of the alleged reprisal or retaliatory action;
- That the officer or employee disclosed information concerning improper governmental action; and

- The alleged reprisal or retaliatory action was taken against him/her within two years after the date s/he disclosed the information concerning improper governmental action.

The **employer** then presents its case and must show that the **employer** did not engage in the alleged reprisal or retaliatory action, or that the action was taken for legitimate business purposes and was not the result of the disclosure of information regarding improper governmental action by the officer or employee. The employee or officer making the allegation must then show that the stated business purpose for the action was a pretext for the reprisal or retaliatory action.

If the hearing officer finds that the action taken was a reprisal or retaliatory action, the hearing officer must issue an order directing the person to desist and refrain from engaging in such action.

2.26.6. Prohibition of Threats or Coercion

An officer or employee shall not directly or indirectly use or attempt to use the officer's or employee's official authority or influence to intimidate, threaten, coerce, command, influence, or attempt to intimidate, threaten, coerce, command, or influence another officer or employee in an effort to interfere with or prevent the disclosure of information concerning improper governmental action. The provisions of this policy shall not be used to harass another officer or employee.

2.26.7. Disclosure of Untruthful Information

This policy does not prevent the **employer** from initiating proper disciplinary action against an individual who discloses untruthful information concerning improper governmental action.

2.26.8. Annual Summary

As required by NRS 241.661, a summary of this policy will be provided to employees on an annual basis.

2.27. Telecommuting

2.27.1. Purpose

The purpose of this policy is to define the telecommuting program of the **employer** and the guidelines under which it will operate.

Telecommuting is defined as working at an alternate worksite that is away from the main or primary worksite typically used by the **employer**. Telecommuting is a mutually agreed upon alternative work location between the telecommuting employee and **employer**.

Telecommunicating is not an employee benefit, but rather a work alternative based upon the job content, satisfactory work performance, and work requirements of the department and **employer**.

2.27.2. Scope

The policy applies to all employees, supervisors, and managers who are approved to telecommute as a work alternative. All supervisors,

managers, and department heads must be familiar with the contents of this policy.

2.27.3. Requesting Permission to Telecommute

An employee who wishes to request a telecommuting arrangement shall submit a written request for approval to his/her supervisor. The form shall be approved by the appropriate department head before employee may telecommute.

2.27.4. Employee Rights and Responsibilities

Except as specified in this policy or agreed to in the individual telecommuting agreement signed by the employee, employee rights and responsibilities are not affected by participating in telecommuting. An employee's compensation, benefits, and expected total number of hours worked will not change regardless of work location.

No benefits provided by employer are enhanced or abridged by the implementation of telecommuting agreement. All forms of telecommuting imply employee-employer relationship. The employee is expected to adhere to all of the same policies, regulations, and performance expectations established for all employees of employer.

Telecommuting employees must keep their supervisor informed of progress on assignments worked on at the alternative worksite, including any problems they may experience while telecommuting. The employee must generate a synopsis of activities and accomplishments for the workday in a prescribed format. Methods of planning and monitoring the work shall be at the discretion of the supervisor, department head, and/or employer.

Office needs will take precedence over telecommute days. An employee must forgo telecommuting if needed in the office on the regularly scheduled telecommute day.

The employee is responsible for providing an appropriate workspace, including all necessary equipment to perform their normal job functions unless otherwise stated in the written agreement. Equipment supplied by employer is to be used for business purposes only. Any additional financial burden resulting from the telecommuting arrangement is solely the responsibility of the employee.

Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults, in need of primary care, are in the alternate work location during employees' work hours, some other individual must be present to provide care.

2.27.5. Employer Rights and Responsibilities

Participation in a telecommuting agreement is at the sole discretion of the employer. Except as specified in this policy or agreed to in the individual telecommuting agreement, employer rights are not affected by an employee's participation in telecommuting.

The employer will determine the methods of planning, monitoring, receiving, and reporting the employee's activity and accomplishment.

Employer must manage the work of employees in their area of responsibility and assure that employees receive the assistance they need to accomplish their responsibilities.

The employees will be given as much advance notice as possible if they will be needed in the office on the regularly scheduled telecommute day.

Each telecommuting agreement will be discussed and renewed at least annually, or whenever there is a major job change. Because telecommuting is selected as a feasible work option based on a combination of job characteristics, employee performance, and **employer** needs, a change in any one of these elements may require a review of the telecommuting agreement.

Employer may, upon request, inspect the employee's alternate workspace for safety and workers' compensation concerns.

2.27.6. Termination of Telecommuting Agreement

Employer and/or employee may terminate the telecommuting agreement for any reason, at any time. Whenever feasible, written notice will be provided, but this is not a requirement.

The opportunity to participate in a telecommuting agreement is offered only with the understanding that it is the responsibility of the employee to ensure a proper work environment is maintained, dependent care arrangements must not interfere with work and personal disruptions such as non-business telephone calls and visitors must be kept to a minimum. Employees must notify their supervisor of any changes to their standard workweek (i.e. sickness, doctor visits, vacation). Failure to maintain a proper work environment, as determined by **employer**, provides cause for discipline and the termination of the employee's telecommuting agreement.

Approval for any telecommuting request is based upon **employer** and department requirements as determined by **employer**. Employees previously participating in a telecommuting agreement are not assured a telecommuting agreement in the future.

2.28. Related Forms

- ADA Reasonable Accommodation Checklist
- ADA Employee Request for Accommodation
- ADA Accommodation Request--Employee Release
- ADA Accommodation Request--Health Care Provider Information
- ADA Accommodation Approval Letter
- ADA Accommodation Denial Letter
- Documentation for Reasonable Suspicion Drug/Alcohol Testing
- Alcohol Test Informed Consent: Applicants
- Drug/Alcohol Test Informed Consent: Current Employees
- Drug Test Informed Consent: Applicants
- Investigation Checklist
- Investigation Interview Format
- Investigation Report Template

- Nevada Consanguinity/Affinity Chart
- Notice – Designation of Equal Employment Opportunity Officer
- Request for Hearing Under the provisions of NRS 281-645 (“Whistleblower Law”)
- Suggested Steps for Reasonable Suspicion Drug-Alcohol Testing
- Telecommuting Request Form

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3. EMPLOYMENT

THIS SECTION COVERS HIRING FOR REGULAR FULL AND PART-TIME POSITIONS, AND FOR CASUAL/TEMPORARY/SEASONAL POSITIONS.

3.1. Sheriff's Office Provision

This policy does not apply to employees of the sheriff's office. The Sheriff will enact and maintain such policy. Refer to departmental policy or applicable collective bargaining agreement.

3.2. Scope

It is recognized that the role of the department is critical in the hiring process and that utilizing the subject matter expertise of those in the hiring department will help ensure the selection of the most appropriately qualified candidate for each position. Therefore, the **employer** will involve department management in the recruitment, examination, and selection process.

3.3. Source of Applicant

Regular positions may be filled by applicants selected from existing eligible lists. If no eligible list exists, the **employer** may initiate a recruitment (open or promotional) to create an eligible list. Applications from present employees may be considered for open positions before non-employee applicants are considered. For open recruitments, the position vacancy announcement will be posted internally and externally.

Promotional recruitments limit consideration of applicants to qualified employees currently working within a single department of the **employer** (departmental promotions) or to qualified employees currently working within the **employer** (employer-wide/promotional). Departmental/promotional recruitments shall be limited to employees in regular or introductory status who have completed at least six months of service. Employer-wide/promotional recruitments are limited to regular or introductory employees of the **employer** with at least six months of service.

When deciding what type of recruitment to initiate, the **employer** will consider such factors as the impact of the decision on the **employer's** efforts to have a workforce which is representative of:

1. The local population;
2. The qualifications and level of responsibility required by the position;
3. The extent to which the knowledge and skills required for the position can readily be acquired on the job;
4. The qualifications of employees potentially available for placement on a promotional list;
5. The effects on retention of present employees; and
6. The likelihood of attracting well-qualified outside applicants.

After an employer has determined how they will announce the vacancy, they will develop a recruitment plan by determining the applicant pool they wish to target and in what geographic region they will advertise; determining what types of media

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(e.g., internet, newspapers, trade journals) will be used to advertise and ensuring outreach efforts reach diverse applicant groups.

3.4. Job Announcements

Prior to initiating recruitment, the **employer** should verify the essential job functions; identify knowledge, skills, and abilities needed, and determine what education, experience, and credentials will provide the desired knowledge, skills, and abilities.

3.4.1. Open Recruitments

The **employer** will announce all vacancies for regular positions. An announcement may be for the purpose of filling a single vacancy or to establish an eligible list for one or more vacancies in the same job class. Position vacancies will be publicized to allow potentially qualified and interested individuals to learn of employment opportunities and to encourage qualified applicants from diverse backgrounds to apply. Recruitment announcements will always be posted at the Lander County Courthouse and in such other places as normally subject to public notice postings. The announcement will normally include:

1. Title and pay range of the class of the vacancy;
2. Nature of the work to be performed, including the essential job functions;
3. Minimum, as well as any preferred qualifications, including education and/or experience, knowledge, skills, and abilities, or other special criteria associated with the position;
4. License or certifications required;
5. Manner of applying (where, how and deadlines); and
6. Declaration that the **employer** is an Equal Employment Opportunity (EEO) employer, and Americans with Disabilities (ADA) accommodations are available.

Regular employees will be released from work, on paid status, to take an examination and participate in an interview held during their scheduled work time. Casual (intermittent) workers will not be paid for time taken to participate in an examination or interview.

3.4.2. Promotional Recruitments

Notice of promotional recruitments will be posted in the **employer's** work locations as appropriate. When an eligible list is to be established as a result of a promotional recruitment and used to fill more than the current vacancy, the announcement will state the time period during which the list will be used and state that only the most appropriately qualified applicants will be placed on the list. The announcement will include the criteria outlined above in sub-section 3.3.1, items 1-6.

Regular employees will be released from work, on paid status, to take a promotional examination and participate in an interview held during their scheduled work time. Casual/temporary/seasonal workers will not be

paid for time taken to participate in a promotional examination or interview.

3.5. General Requirements for Filing of Applications

3.5.1. Application Forms

Applications for employment must be made in writing on prescribed forms. Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise. The **employer** may also require resumes, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications. Applications submitted become the property of the **employer**.

3.5.2. Signatures

Applications must be signed by the applicant. An electronic signature is acceptable.

3.6. Application Filing Periods

Recruitment announcements will specify an application filing period. Applications must be received by the date specified. The filing period may end on a specific date and/or may allow acceptance of applications until a sufficient number of appropriately qualified applicants have applied. The employer, consulting with department management, will determine when sufficient applications have been received.

Application periods will end at the close of the business day or at the specific time stated on the recruitment announcement. A job announcement may be closed at any time and for any reason as determined by the employer.

3.7. Eligibility of Applicants

An applicant may be disqualified from further participation in the recruitment process and removed from placement on an eligible list by the **employer** for material reasons, including, but not limited to, those listed below:

1. The application does not indicate the applicant possesses the qualifications required for the position.
2. The application is not fully and/or truthfully completed.
3. The applicant has prior convictions that relate to the position for which s/he is being considered. Prior conviction shall not automatically disqualify an applicant from employment; however, an applicant's prior conviction of a crime may be considered in the employment decision. An applicant may be denied employment if s/he is convicted of a crime which relates to the position sought. The employer will consider job-related misdemeanor convictions, but such convictions shall not constitute a sole basis for disqualification from employment.
4. The applicant has been discharged from or resigned in lieu of dismissal from any prior employment for any cause which would constitute a reason for dismissal from employment with the **employer**.
5. The applicant does not appear at the time and place designated for an examination or interview.

6. The applicant is a former employee of the employer who, absent a compelling reason, quit without notice.
7. Applicant's failure to possess a valid Nevada State Driver License, professional or trade license, certificate, permit, etc as may be required for the position. If a prospective applicant for a position cannot obtain any required license, certificate, permit, or certification required for the job, s/he will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.
8. The applicant is a former employee whose performance evaluations indicated below acceptable performance and/or behavioral problems, such as insubordination, leave abuse, or excessive tardiness.
9. The applicant has a documented history of violence in the workplace.

3.8. Limitation of Applicant Pool to Most Qualified

The **employer** may determine at any point in the recruitment process that only those applicants who are deemed most qualified for the vacancy being filled will continue to be considered.

3.9. Examination Process

3.9.1. Administration of Examination

All examinations for employment, whether formal or informal, are conducted under the direction of the employer. Examinations shall be conducted when there is a need to establish an eligible list or in any circumstances the employer deems appropriate.

3.9.2. Factors Evaluated

Examinations will be used to evaluate applicants' qualifications and suitability for the position. Factors evaluated through the examination process may include, but are not limited to, the knowledge, ability, skill, aptitude, physical and mental fitness, and job-related personal characteristics such as customer service skills.

3.9.3. Types of Examinations

The techniques used in the examination process shall be consistent, impartial and practical, and shall relate to the qualifications and suitability of applicants to perform the job duties and responsibilities of the position. Examinations may include any or a combination of the following selection techniques:

1. Evaluation of employment applications;
2. Assessment of experience, training, and/or education;
3. Written tests;
4. Personal and group interviews;
5. Performance tests;
6. Physical ability tests;
7. Evaluation of work performance and work samples;
8. Medical and psychological evaluations; and

9. Other assessment methods as deemed appropriate for the class/position.

Certificates of one or more medical and psychological practitioners, references, background investigations, and fingerprint checks may be a part of any selection process if such are deemed relevant to the specific job requirements by the employer.

3.9.4. *Minimum Standards*

In any examination, the employer may include qualifying and/or competitive components and may establish minimum standards or scores for each component and/or the examination as a whole.

3.10. **Eligible Lists**

The employer may maintain eligible lists consisting of the names of applicants eligible for hire based on the recruitment process. While generally used to fill a single position, eligible lists may be used to fill additional positions which occur within six months of the establishment of the list or until a position expiration date, whichever occurs first.

An applicant will be removed from an eligible list if the applicant submits a written request to be removed, or if the applicant fails to respond within an allotted time period to instructions regarding participation in an examination or selection interview mailed to the eligible applicant. An eligible applicant who refuses an offer of employment will be removed from an eligible list unless the specific circumstances of the refusal warrant otherwise as determined by the employer.

3.11. **Interviewing Applicants**

Selecting the most appropriately qualified applicant for the position will reduce turnover, reduce the costs associated with training, and improve the effectiveness of the organization.

Once applications have been evaluated and a determination has been made regarding which applicants are selected for an interview vs. those who will not be interviewed based on applicants' education, experience, and other job-related qualifications, all applicants should be notified as to their status. The interviewing portion of the selection process is critical for determining which applicants are best qualified to do the job.

Prior to conducting an employment interview, managers should:

1. Review the job descriptions.
2. Create job-related questions to ask each applicant to help ensure consistency. Ask open-ended, job-related questions about past work experiences to identify skills and strengths.
3. Prepare a Applicant Interview Evaluation Form to measure strengths and weaknesses.
4. Convene an interview team of approximately three members who are representative of both genders and ethnically diverse.

Each applicant applying for the same position should be asked the same, job-related questions on the question guide and rated using the same evaluation form. The evaluation form will help the evaluator measure the extent to which each applicant

possesses the necessary knowledge, skills, and abilities required for the position. Whenever necessary, ask follow-up questions to clarify the response of the applicant. Avoid asking questions which are unlawful or on inappropriate subjects. Refer all panelists to the reference guides Prohibited Topics: "Questions Which Cannot Be Asked" and the "Potential Rating Errors and Problems" for review prior to the actual interview.

3.12. Selection

Employment decisions must be based solely on merit. Consistent with applicable federal, state, and local laws and regulations employment decisions may not be influenced by race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard. The hiring authority has ultimate responsibility for selection of the applicant for hire; however, s/he should take into consideration the input of the other members of the interview team. The Human Resource Director is responsible for ensuring the selected applicant meets the required level of education, experience, certification, license, etc. The Human Resource Director will document the basis of their decision to select a particular applicant; i.e., why s/he is the most qualified and the best fit for the position. The Human Resource Director should also document why the other applicants were not selected. The Applicant Interview Evaluation Form is the best tool for this. The hiring authority will submit the documentation regarding why the selected applicant was chosen and notify Human Resource Director of the selection.

3.13. Correction of Administrative Errors

If the employer should discover any administrative error regarding the process of filling a vacancy, the employer will correct the error at any time during the duration of the eligible list. No such correction shall affect an appointment.

3.14. Reference Checks

Requiring and providing accurate employment references is an important component of recruiting, retaining, and providing relevant information concerning employees. Therefore, the employer is committed to adhering to the following procedure whenever conducting a background/reference check for an applicant for employment or when responding to inquiries from others for information regarding a current or former employee.

3.14.1. Acquiring References

Reference and background checks are conducted to assist the employer in assessing an applicant's fitness for employment with the employer. Only those employees designated by the hiring authority may acquire employment references. Any authorized employee of the employer who attempts to acquire reference information on an applicant must comply with the following:

1. Obtain an employer employment application that is signed and dated by the applicant. The applicant must have completed all relevant sections of the application.

2. Obtain authorization from the applicant by means of his/her signature directly on the application and/or separate release form for the release of information from former employers, military, educational institutions, other institutions, personal references, and other individuals listed on the application. Authorization for release of such information by the applicant shall include a release from liability of any company, institution, or individual providing such information. If an applicant refuses to sign such a release, s/he will be eliminated from further consideration for employment with the employer.
3. Inform the applicant that the employer will conduct a background/reference check and that evaluating the applicant's suitability for employment includes contacting employment and other references, educational institutions, and personal and professional associates to verify information provided.
4. Develop questions that are related to the essential functions of the position and are non-discriminatory. Questions related to an applicant's training, knowledge, skills, production, timeliness, quality of work, and ability to work with others are examples of appropriate inquiries. Discriminatory or non-work related questions such as family or marital status, disabilities, age, and related issues are not appropriate.

Note: For safety-sensitive positions as defined by 42 CFR Part 382 and U.S. Department of Transportation regulations, the employer shall obtain, pursuant to an applicant's written consent, information on his/her alcohol tests with a concentration result of .04 or greater, verified positive controlled substance test results, and refusals to be tested within the preceding two years from date of application which are maintained by previous employers.

5. Interview the appropriate individual(s) to question regarding the applicant's work performance, knowledge, skills, and abilities related to the essential functions of the position.
6. Adequately document the conversation and record refusals to provide information.
7. Maintain strict confidentiality of all background/reference information. Only employees, supervisors, or management officials of the employer who have a demonstrable work-related need-to-know should be accorded access to such information.

3.14.2. Providing References

All requests for employment information shall be referred to the hiring authority. Only those personnel designated by the employer are authorized to release employment information to third parties.

The employer has a neutral reference policy as well as a confidential information policy. Only the following personnel information and employment records that the employer maintains concerning current and

former employees shall be provided upon request to the Human Resources Director:

1. Name
2. Class/Job Title
3. Dates of Employment
4. Salary
5. Information regarding an employee terminated for violent actions in the workplace or who may have demonstrated dangerous behavior in the workplace will be provided only after consultation with **employer's** legal counsel.
6. Employment information and documented incidents regarding the character, honesty, and potential for violence of the **employer's** employees may be provided to governmental employers, including, but not limited to any federal, state, county, municipality or city employers, or other private (non-governmental) **employer** where the employee's character, honesty, sexual misconduct, and potential for violence are relevant issues. Examples include, but are not limited to, jobs which involve public safety, entrustment for the care or safety of children, the elderly or health care patients, or positions involving access to money and/or valuables. The **employer** must provide information requested by law enforcement agencies in accordance with NRS 239B.
7. Records which are required for employees in safety-sensitive positions, as defined in 42 CFR Part 382 and U.S. Department of Transportation regulations, shall be made available to subsequent employers upon receipt of written request from the employee or former employee.
8. In accordance with NRS 239.012, a public officer or employees who act in good faith in disclosing or refusing to disclose information, and his/her employer are immune from liability for damages, either to the requester or to the person whom the information concerns.

3.15. Applicant/Employee Investigations

The **employer** desires to maintain a productive, efficient, effective, healthy, and safe work environment and, as a result, will conduct pre-employment background checks of applicants and current employees as necessary. If these background checks are conducted by external third parties (also called "consumer reporting agencies"), they will be governed by relevant provisions of the Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act (FACT). FCRA and FACT cover background checks and other investigations for prospective employees, and current employees in certain situations, such as a promotion to positions requiring additional information. FCRA and FACT specifically exclude misconduct investigations, such as unlawful harassment charges.

3.15.1. Reports

The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to: credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. These reports or checks are also called "consumer reports." The information contained in these reports may be obtained by a consumer reporting agency from public record sources or through personal interviews with the applicant's or employee's coworkers, neighbors, friends, associates, current or former employers, or other personal acquaintances. These are sometimes referred to as "investigative consumer reports." Any information contained in such reports may be taken into consideration in evaluating an applicant's or employee's suitability for employment, promotion, reassignment, or retention.

3.15.2. Requirements

In order to meet the requirements of the FCRA, effective the date of this policy:

1. Applicants for employment may be required to complete a notice and authorization form concerning consumer and investigative consumer reports. In the event of an external third party investigation, existing employees will be required to complete a notice and authorization form concerning consumer and investigative consumer reports, provided the employee has not previously completed such form.
2. The **employer** will certify to the consumer reporting agency that:
 - a. The notice and authorization requirement has been met;
 - b. The information received is only used for employment purposes;
 - c. The information will not be used to violate any Equal Employment Opportunity (EEO) legislation;
 - d. Pre-adverse action requirements will be followed;
 - e. Any additional investigative consumer report disclosures, if applicable, have or will be issued within three days; and
 - f. Upon request from the applicant or employee, the **employer** will comply with applicable additional disclosure requests including, but not limited to, information as to the nature and scope of an investigative consumer report.
3. The **employer** will provide a copy of the consumer report and a summary of the individual's rights under the FCRA to the applicant or employee prior to making a final adverse or negative employment decision that, in whole or in part, is influenced by a consumer report or an investigative consumer report.
4. After the **employer** has complied with item 3 above and waited a "reasonable" period of time, the **employer** may take the adverse or negative action. After taking such action, the **employer** must provide to the applicant or employee a notice of adverse action which also contains the following:

- a. The name, address, and telephone number of the consumer reporting agency;
- b. A statement that the consumer reporting agency did not make the adverse action decisions and will be unable to inform the applicant or employee of the specific reason(s) for the adverse action;
- c. A statement that the applicant or employee is entitled to obtain an additional free copy of the "consumer report"; and
- d. A statement that the applicant or employee has a right to dispute the accuracy or completeness of any information in the report.

3.16. Offers of Employment

3.16.1. Job Offer Letters

After an applicant has been selected for employment or promotion, the hiring authority will notify the Human Resource Director who will extend (when applicable) the following:

1. A "notification of background check" if non-medical checks are required (i.e., background, criminal, DMV, consumer reporting, drug test).
2. A "bona fide conditional offer letter" (if medical exam is required). Once non-medical checks and tests have been successfully passed, this letter will condition the offer on passing required medical examination.

A "formal job offer letter" once all applicable non-medical and medical checks and exams have been passed; this letter will include the terms and conditions of employment.

Before notification letters being extended, the hiring authority may contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made, but must state that only a notification in writing can be considered an official job offer.

Note: All non-medical checks must be completed before applicant is subject to medical exams.

3.16.2. Pre-employment Drug Screening for Safety-Sensitive Positions

1. The **employer** may require successful applicants for safety-sensitive positions to consent to a pre-employment drug screen. The **employer** will advise the applicant that the presence of one or more drug metabolites may be cause for rejection from further consideration for employment, and that offers of employment are contingent upon a negative drug test result. The applicant may be asked to authorize the **employer**, as a condition of employment, to conduct through the **employer's** designated laboratory testing facility, a drug screen test. Refusal to authorize and participate in a drug screen shall eliminate the applicant from further consideration for the position.

2. The **employer** may direct applicants to an appropriate collection facility. The drug test must be undertaken as soon after notification as possible, and in no circumstances later than 48 hours after notice to the applicant.
3. The **employer** will advise applicants of the opportunity to submit medical documentation to support a legitimate use for a specific drug. Such information will be reviewed only by medical consultants determining whether the applicant is lawfully using an otherwise illegal drug.
4. The **employer** will not extend a final offer of employment to any applicant with a verified positive test result, and such applicant will not be considered for any vacancy with the **employer** for a period of 12 months. The **employer** shall disqualify the applicant on the basis of failure to pass the applicable test.

3.16.3. Other Conditions

All offers of initial and continuing employment are contingent upon the applicant furnishing satisfactory evidence of identity and legal authority to work in the United States. Each applicant must attest to his/her identity and legal authority to work in the United States in accordance with the applicable federal statute by completing and signing INS Form I-9 (Employment Eligibility Verification). The hiring supervisor or manager will notify all unsuccessful applicants that they have not been selected, either verbally or in writing. The hiring supervisor will document any verbal notification.

3.17. Orientation

The **employer** recognizes that an appropriate and timely orientation program can aid in the assimilation of new staff members. The hiring supervisor or manager will be responsible for the orientation of each new employee. Orientation may include, but is not limited to, a review of the organization and services of the **employer**, work rules, standards of performance, and personnel policies and procedures including the policies relating to fair employment practices, prohibited conduct, behavior, workplace violence, alcohol and drug abuse, and workplace safety. Additionally, the supervisor or manager will ensure that the new employee:

1. Has completed all new hire paperwork including payroll and benefit forms;
2. Will receive or be provided access to the **employer's** personnel policies;
3. Has been introduced to other employees; and
4. Has had the opportunity to have questions addressed.

3.17.1. Introductory Period

All new and rehired employees, except elected officials and those identified as "at-will," will serve a six month introductory period beginning with the day the employee initially reports for work. Current employees who are promoted or transferred will also be required to serve a 30 day introductory period. During this "introductory period," the employee and the **employer** have the opportunity to evaluate one another and determine whether the employee is a good fit for the position. At its sole discretion, the **employer** may extend this introductory period up to

90 days when the **employer** has had insufficient opportunity to assess the employee's ability to perform the job functions or such extension is determined appropriate. The employment relationship can be terminated by the employee or by the **employer** at any time during the introductory period or during the extension of the introductory period, with or without cause or advance notice.

Prior to completion of the introductory period, the supervisor will conduct at least one performance evaluation to ascertain the advisability of continued employment. *When an employee has successfully completed the introductory period, s/he will be notified in writing.*

3.18. Failure to Appear for Work

If a selected applicant fails to report for work within the time period prescribed by the **employer**, that applicant may be deemed to have declined the position and be removed from the eligible list.

3.19. Transfers

A transfer is a lateral move to a job in the same pay range as the employee's present position. An employee who wants to transfer to another available position must be qualified for the identified position, as determined by the job description. If the transfer is to another department, the employee may make his/her interest known by submitting a transfer form or contacting the hiring supervisor or manager, who will consider the transfer request by conducting discussions with the employee and appropriate supervisors or managers with knowledge of the employee's job performance. The hiring supervisor will also consider the employee's past performance, qualifications, abilities, and job experience as key factors in evaluating transfer requests. Approval of the transfer is at the sole discretion of the **employer**.

3.20. Promotions

The **employer** encourages employees to apply for promotional opportunities for which they are qualified. Promotions will be based on the ability, qualifications, and potential of the applicants for the positions. Employees interested in announced positions must follow the application instructions outlined in the job announcement.

3.21. Rehire

Regular employees, or employees serving an introductory period following promotion who subsequently resign, may be rehired without undergoing any recruitment within two years of the effective date of their resignation. The rehire must be to a position in the same class or a class comparable to the one in which the employee formerly served as a regular employee.

The decision to rehire shall be at the complete discretion of the **employer** and no former employee shall have any right to or expectation of such rehire.

Upon rehire, the employee shall be required to successfully complete an introductory period. No credit for former employment shall be granted in determining eligibility for leave or other benefits.

Note: Limitations exist for rehiring retired public employees (NRS 286.523).

3.22. Casual/Temporary/Seasonal Employment

3.22.1. Purpose

Because some of the **employer's** work is indefinite and/or irregular with regard to schedule and duration, the **employer** may need to employ casual/temporary/seasonal workers at all levels of responsibility from time to time on an as-needed basis or to work for limited periods of time at the discretion of the **employer**.

3.22.2. Authorization to Hire Casual/Temporary/Seasonal Workers

In general, a casual/temporary/seasonal worker may be hired for work which will require fewer than 20 hours per week or fewer than 120 consecutive working days to complete, if the **employer** has appropriated sufficient funds in the budget to pay the worker. Work requiring more hours to complete will usually require the establishment of a regular position. The **employer** will not hire casual/temporary/seasonal workers to avoid establishing a regular position when the work to be performed is ongoing. However, the **employer** may, from time to time, find that its best interests are served by assigning work to a casual/temporary/seasonal worker for longer than 120 days or more than 19 hours per week.

3.22.3. Duration of Casual/Temporary/Seasonal Employment

A casual/temporary/seasonal worker has no right to or expectation of continued employment or any property right regarding employment. A casual/temporary/seasonal worker may be terminated at any time, with or without cause, with or without notice, and shall have no right to appeal.

3.22.4. Employment in a Regular Position

The **employer** may hire a casual/temporary/seasonal worker into a regular position only after the applicant has been found to be qualified as a result of completing an authorized recruitment and selection process for that position. The employee's service date will be determined according to the date of hire in the regular position with no credit given toward completion of an introductory period or the accrual of benefits for the time an employee was hired for casual/temporary/seasonal work.

3.23. License/Occupational Certification

3.23.1. Purpose

The **employer** mandates that, if required by the current job, all employees obtain and maintain a valid license, certificate, permit, or other occupational certification issued by the state, county, city, or other applicable authority.

3.23.2. Employee Responsibilities

1. All employees who must possess a valid license, including a driver's license, certificate, permit, or other occupational certification as required by their position, must adhere to the provisions of Chapter 425 of the Nevada Revised Statutes including

those provisions relating to paternity determination and child support.

2. In the event the employee receives notice of revocation or non-renewal of a license, certificate, permit, or occupational certification as a result of a violation of NRS 425, s/he shall immediately notify his/her supervisor. The employee shall not perform any task for which the license, certificate, permit, or other occupational certification is required after the license, certificate, permit, or occupational certification has been non-renewed or revoked. By statute, the employee has 30 days to satisfy one of the items listed below:

- a. Comply with the court order, subpoena, or warrant;
- b. Satisfy any arrears payments due;
- c. Submit to the District Attorney or other public agency a written request for a hearing.

Failure to satisfy one of the above items will result in the license, certificate, permit, or occupational certification being revoked or suspended by the issuing agency.

If the employee has been notified and does not satisfy any noted deficiency within 30 days from receipt of notice, his/her renewal license, certificate, permit, or occupational certification, by statute, will not be approved and will be revoked or suspended by the issuing agency. This action will remain in effect until s/he satisfies the deficiency. If the District Attorney schedules a hearing to review the case, the employee's license, certificate, permit, or other occupational certification will remain pending the results of the hearing.

3. In the event the employee does not have a valid license, certificate, permit, or occupational certification, s/he does not meet the job requirements. Failure to meet the job requirements will result in termination.

3.3. Applicant's Failure to Possess a Valid License, Certificate, Permit, etc.

If a prospective applicant for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, s/he will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.

3.4. Driving Records

The **employer** will conduct a review of drivers license records annually for those employees required to hold a CDL as part of their duties.

The **employer** may conduct a review of drivers license records annually for those employees required to drive as a part of their duties.

3.24. Volunteer Program

3.24.1. Purpose

The **employer** recognizes that there are benefits to members of the community to become involved in the delivery of the **employer's** programs and services on a volunteer basis. Individuals have an interest in assisting public agencies by applying their knowledge, skills, and experience to a worthwhile endeavor. Also, the community and the **employer** receive enhanced services because of the individual's specialized skills and commitment. Using volunteers is a true win-win situation for those willing to volunteer for the **employer** and for the community.

3.24.2. Scope

This policy covers the essential elements of an effective volunteer program which is compliant with applicable state and federal regulations pertaining to the **employer's** volunteers. As this policy is broad in scope, individual departments should establish additional specific requirements consistent with this policy to guide the use of volunteers within the specific program areas.

3.24.3. Planning

Prior to implementing a volunteer program, a department will develop a plan for utilizing volunteers.

1. The plan may include:

- a. Job assignment descriptions for each volunteer.
- b. A statement describing how and by whom volunteers are overseen.

The plan must include:

- a. A needs assessment and a statement outlining how volunteers will be used to meet these needs;
- b. A budget for any personnel costs, operating costs, and direct and indirect costs
- c. (Optional) A program to recognize and reward volunteer services.

3.24.4. Recruiting, Screening, Interviewing, and Selecting Volunteers

As with employees, the **employer's** ability to meet its goals and objectives is directly related to the skill and ability of volunteers selected. Criteria for selecting volunteers will be developed in the same manner as used for selecting new employees.

The **employer** prohibits discrimination, harassment, or retaliation directed at volunteers on the basis of their race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard.

The recruitment, screening, and interviewing process should be planned and sufficiently thorough to result in selecting the best volunteer possible for departmental needs.

Volunteer applicants engaged in activities for the **employer** shall complete the **employer's** volunteer application, including an acknowledgment that the function to be performed is not a paid position and the person is truly volunteering his/her services.

The **employer** will solve problems associated with the volunteer's performance or behavior. However, if problems cannot be corrected, the services of the volunteer should discontinue.

Specific requirements that apply to employees in certain occupations such as fingerprinting, detailed background checks, and screening for drug use apply to volunteers performing similar occupations.

3.24.5. Managing Volunteers

Volunteers must be covered by the **employer's** workers' compensation policy per NRS 616A.130. Volunteers shall receive appropriate oversight for the function performed including orientation to the **employer's** policies and procedures, departmental operating procedures, safety practices, and other relevant information.

Day-to-day oversight of volunteers shall be conducted as with employees. Adequate equipment and supplies, as well as a safe working environment, will be provided for volunteers.

The **employer** will maintain detailed and accurate records of volunteer activities including a roster of active volunteers. The date, time, and duration of each volunteer activity session must be recorded, along with the work performed. The **employer** will remove volunteers from the roster whenever volunteers are inactive for more than thirty (30) days.

Volunteers may be reimbursed for expenses incurred. In addition, the **employer** may provide limited and reasonable benefits and/or nominal remuneration to volunteers. The benefits provided cannot be in an amount or of a type that implies that the volunteer is being paid a wage or salary for time spent as a volunteer, or for the quantity or quality of the work performed. All such benefits must be approved, in advance, by the Board of Commissioners.

Annual performance evaluations may also be completed on volunteers.

Volunteers serve at the pleasure of the **employer** and are subject to dismissal at any time with or without cause.

3.25. Related Forms

- Adverse Action Notice
- A Summary of Your Rights Under the Fair Credit Reporting Act
- Authorization to Conduct Employment Investigations
- Bona Fide Conditional Offer Letter
- Applicant Interview Evaluation Form
- Disclosure to Employee or Applicant of Request for Third Party Investigative Report
- Formal Job Offer Letter
- New Employee Orientation Checklist

- Notice and Authorization for Requesting Consumer and Investigative Consumer Reports
- Notification of Background Check
- Potential Rating Errors and Problems
- Prohibited Topics "Questions Which Cannot Be Asked"
- Pre-Adverse Action Notice
- Employment Application
- Reference Check Data Collection Form
- Reference Check Data Collection Form For Public Safety Agencies
- Transfer/Reassignment Request Form

Volunteer Related Forms

- Authorization to Conduct Volunteer Investigation
- Volunteer Application Form
- Volunteer Agreement, Consents and Releases, and Confidentiality

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4. POSITION CLASSIFICATION PLAN

4.1. Policy

4.1.1. *Classification Plan*

The **employer** will develop and maintain a classification plan for all positions. Classification plans categorize positions into similar duties, qualifications, and responsibilities called "classes." Each class is defined in a class specification/job description form. The class specification/job description will include: title; definition and/or distinguishing characteristics; essential functions; qualifications for employment including knowledge, ability, experience and/or training required to perform the job; physical and mental requirements and working conditions; and Fair Labor Standards Act (FLSA) status – exempt/non-exempt.

4.1.2. *Classification*

1. Each position shall be classified consistent with this policy and in accordance with the nature and relative complexity of the duties, responsibilities, and authority of the position. Classification of a position shall be effective when approved by Board of Commissioners.
2. Positions will be allocated to the same class when the following conditions exist:
 - a. The same descriptive title may be used to designate the position;
 - b. Substantially the same level of education, experience, knowledge, ability, and other qualifications are required to perform the duties;
 - c. Similar tests may be used to select employees for the positions; andThe same level of compensation is appropriate for the positions.
3. Classes will be allocated to a pay grade based on comparison to other **employer** classes and salaries paid by comparable **employers** for comparable work.

4.1.3. *Maintenance and Revision*

The **employer** will periodically review the classification plan and recommend to the Board of Commissioners the revision, addition, or abolishment of classes.

4.1.4. *New Positions*

When a new position is to be created, the Elected Official or Department Head will recommend to the Board of Commissioners an appropriate class for the new position. When preparing a request for a new position, the requesting party shall consult the Human Resource Director to

determine the appropriate classification for the duties to be assigned to the new position.

4.1.5. Reclassification

1. When a Elected Official or Department Head believes the duties of a position have changed to the extent they no longer fit within the current class, the duties will be reviewed and, if appropriate, the position reclassified to the appropriate class. Reclassification will not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.
2. Reclassification must be confirmed by the Board of Commissioners and will become effective no earlier than the first day of the next pay period following the approval.
3. A change in a position's classification does not constitute the sole basis for determining whether the employee in the position will also be assigned to the new position.
 - a. The decision as to reclassification of a position shall be made by the Board of Commissioners. The decision to place the current employee in the new class shall be based upon the qualifications and job performance of the employee. The employee will be assigned to the class whenever a position is reallocated to a higher level class and the employee has satisfied the following requirements:
 - i. Completes the probationary period for the position as previously allocated;
 - ii. Demonstrates acceptable or better job performance; and
 - iii. Possesses the knowledge, skills, and ability required for the higher class.
 - b. Whenever a position is reclassified to a lower level class, the employee will be placed in the lower level class effective the first day of the pay period which follows the approval of the reclassification. (See also *Y-Rate, Section 5.11.*)
 - c. At the discretion of the **employer**, out-of-class pay may be paid back to the date on which a formal reclassification request was made if the reclassification is *subsequently* approved.

4.1.6. Reallocation

A class may be reallocated to a higher pay grade or to a lower pay grade based on a change in duties and responsibilities for all positions in the class, or based upon salaries paid by other comparable employers. Whenever a class is reallocated to a different grade level, the employees affected will be placed at an appropriate step in the new grade effective the first day of the pay period following the date that the reallocation is approved by the **employer** (refer to *Section 5.6.4., item 3*).

4.2. Procedure

4.2.1. Requests for Classification Review

1. Submission Process

- a. Requests for classification review are made by the Elected Official or Department Head to the Board of Commissioners. An employee may request that the Elected Official or Department Head submit a request for classification review to the Human Resource Director. The Human Resource Director will review the request and, if appropriate, send it with a written memorandum explaining the reasons the request meets the criteria for a classification review to the Executive Director. At a minimum, the request shall include the specific duty and responsibility changes, and a verification that the changes are to be permanent. The Executive Director will review the request and indicate whether or not s/he will conduct or cause to be conducted a study.
- b. An employee may request the classification review be forwarded to the Board of Commissioners even if the Executive Director does not concur. The employee will notify the Executive Director in writing s/he wants the Board of Commissioners to review a denied request. The reasons for disagreeing with the employee's request shall accompany any request forwarded to the Board of Commissioners.

Criteria for Determining the Need for Classification Review

- a. The Elected Official or Department Head may authorize a classification review when, in his/her judgment, permanent and substantial changes in the duties assigned to a position have occurred.
- b. The duties must be clearly defined and assigned before a review is begun.

The Elected Official or Department Head may include in any classification review any positions which are in the same work unit, have related duties, or are in the same class series as the position for which classification review is requested.

4.2.2. Effective Date

The effective date of a reclassification or a class reallocation shall be the first day of the pay period following the **employer's** approval of the action. The anniversary date for future step increases shall be established as the first day of the pay period following 12 months in the new classification, and will not include the period for which retroactive pay is granted, if any. (See also *Work Out-of-Class, Section 5.12.*)

In the event of a reclassification to a lower paid class, the action will be effective the first day of the pay period following the **employer's** approval of the reclassification. In the event of a reclassification to a lower paid class, salary may be set at a Y-Rate (see *Section 5.11.*) on

approval of the **employer**, with concurrence of the bargaining unit representative, if applicable.

4.3. Related Forms: NONE

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5. COMPENSATION PLAN

5.1. Pay Periods and Paydays

Employees are paid biweekly on Friday. If a payday falls on a holiday, employees are paid on the preceding work day.

5.2. Workweek Defined

Workweek shall be defined by the Elected Official or Department Head within the requirements of State and Federal law.

5.3. Work Time

5.3.1. Attendance

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

5.3.2. Work Schedules

The Elected Official or Department Head shall schedule work hours according to the needs of the employer.

1. Employees working a five-day, 40-hour week (designated 5/40) shall work eight hours per day for five days in any workweek and shall receive two days off.
2. Employees working a four-day, 40-hour week (designated 4/40) shall work 10 hours per day for four days in any workweek and shall receive three days off.

Employees will be granted one 15-minute break or rest period during each work period of four or more hours. Employees may not take rest periods at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods. This policy does not apply to employees of the sheriff's office. The Sheriff will enact and maintain such policy. Refer to departmental policy or applicable collective bargaining agreement.

5.3.3. Meal Periods

Employees who work six or more hours in a work day are allowed an uninterrupted, unpaid meal period of 30 minutes or longer at or about mid-point of their work day. Supervisors or managers will be responsible to ensure that wherever and whenever possible, employees will be permitted the half-hour meal period uninterrupted by work-related duties. If an employee's meal period is interrupted by a work-related matter, the employee will be paid for the meal period. (This policy does not apply to firefighters, public safety dispatchers, and law enforcement personnel. Refer to departmental policy or applicable bargaining agreement.)

5.3.4. Work Assignments

Work should be scheduled in a manner which allows employees rest periods and meal periods. Rest and meal periods shall be scheduled in a manner which allows maximum public access to the **employer's** services. The **employer** may adjust rest and meal periods from time to time to meet the needs of individual employees and/or to respond to changes in department workload. Nothing herein should be considered to limit or restrict the authority of the **employer** to make temporary assignments to different or additional locations, shifts, hours of work, or duties as needed to meet the **employer's** needs or to respond to unforeseen or emergency situations.

5.4. Time Reporting

5.4.1. Purpose of Time Reporting

Recording of hours worked and/or leave time taken by employees is necessary to provide an accurate basis for preparing pay checks, to assure compliance with federal and state law, and to maintain an effective and efficient cost accounting system. (For payroll purposes, non-exempt employees covered by the Fair Labor Standards Act (FLSA) must report all time spent performing work.)

5.4.2. Hours Worked

Non-exempt employees will be paid for all hours worked. Hours worked include, but are not limited to:

1. Time worked before or after the normally assigned shift, or any other irregular hours, **even if the employee volunteers his/her time.** **GUIDELINE:** Periods of six minutes or less are not considered overtime unless they occur regularly.

2. Periods of 10 minutes or less.

Travel time that occurs during an employee's normally scheduled work hours, including regular days off, holidays, etc.

4. Hours spent at lectures and training activities, unless attendance is completely voluntary.
5. Hours spent serving as volunteer ambulance, fire, or law enforcement personnel for an emergency response during normally scheduled work hours.

5.4.3. Position Designations - Exempt or Non-Exempt

All positions are designated as "exempt" or "non-exempt" according to federal and state laws and regulations. For cost accounting and billing purposes, the **employer** requires exempt employees in certain positions, regardless of exempt or non-exempt status, to account for hours worked.

5.4.4. Responsibility for Exempt or Non-Exempt Designation

The Human Resource Director will examine and evaluate position descriptions and duties performed for all positions to determine the designation of the position as exempt or non-exempt. Departments will

notify the Human Resource Director when the duties of a position have substantially changed in order to ensure an accurate designation.

5.4.5. Responsibility for Time Reporting

Employees are responsible for accurately completing their own timesheets. Supervisors shall **not** alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes the employee has completed his/her timesheet in error, the supervisor shall discuss the issue with the employee. (This policy does not apply to firefighters, public safety dispatchers, and law enforcement personnel. Refer to departmental policy or applicable bargaining agreement.)

1. All non-exempt employees will record **all hours worked** and **all leave time** taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.
2. All exempt employees in positions which require an accounting of hours worked will enter their hours worked for each project. They shall record all leave taken in whole day increments on the timesheet.
3. Exempt employees in positions not required to account for hours worked will record only those hours off for sick leave or annual leave in whole day increments. As permitted by the Family and Medical Leave Act (i.e., intermittent leave), exempt employees may not be charged with absences of less than whole day increments.

5.5. Overtime

5.5.1. Non-Exempt Employees

1. Employees in positions designated as "non-exempt" will be eligible for overtime compensation for hours worked in excess of ten hours in any one workday or hours worked over 40 in one workweek, if the employee has requested and been approved for variable workday as provided in NRS 281.100, 3b(2).
2. Per NRS 281.100 and the Fair Labor Standards Act (FLSA), employees working as firefighters, police officers, jailers, sheriff's deputies, or nurses, with a formalized policy or agreement with the **employer**, may work longer workweeks or workdays.
 - a. Employers of police officers, jailers, or sheriff's deputies may establish a work period of 171 hours within a 28-day period.
 - b. For police, jailers, and sheriff's deputies, these work periods must be established as regularly occurring and by an affirmative statement by the **employer** that such a work period is being established.
 - c. If the work period for police, jailers or sheriff's deputies is not established, these employees are then subject to overtime after ten hours in a workday, per NRS 281.100, or 40 hours in a workweek per NRS 281.100 and the Fair Labor Standards Act (FLSA).

3. All overtime hours must be specifically authorized in advance by the employee's supervisor/manager. Overtime will be compensated at one and one-half times the employee's regular rate of pay. An employee's regular rate includes all payments made by the employer to the employee. Examples of payments to be included are on-call pay, shift differential, hazard duty pay, and longevity pay.
4. Lander County does not have Compensatory Time in lieu of paid overtime.
5. Time paid but not worked, such as sick leave, holidays, and annual leave, does not count toward hours worked for the purpose of computing overtime hours.
6. Law enforcement personnel are governed by different overtime requirements. Refer to departmental policy, applicable collective bargaining agreement, and the Fair Labor Standards Act (FLSA).

5.5.2. *Exempt Employees*

Generally, exempt employees are hired with the understanding that they are responsible for accomplishing the duties required for their assigned position. It is our policy to comply with all aspects of the FLSA including the salary-basis requirements. Therefore, making any deductions from the salaries of exempt employees which are not allowed by law is prohibited.

Consistent with the FLSA and IRS, employees in exempt positions are not required to be paid for overtime.

Exempt employees utilizing intermittent leave under the Family Medical Leave Act (FMLA) may have their pay deducted, including from sick or annual leave balances, for partial day or day-by-hour absences.

Subject to certain exceptions set forth in the FLSA regulations and FMLA as provided above, if an organization does not have a bona fide vacation and sick leave policy, an exempt employee must be paid the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees will not need to be paid for any work week in which they perform no work, unless the employee is on approved paid leave. FLSA provides that deductions may be made when the employee absents him/herself from work for a day or more for personal reasons, other than sickness or accident.

3. Employers that have a bona fide vacation and sick leave policy may make deductions from pay when an exempt employee does not have or use paid leave and is absent from work for personal reasons, for one or more full days. Deductions from sick or annual leave balances may be made in full day increments.
4. Deductions will also be made to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good

faith for workplace conduct rule infractions. **Employer** will prorate an employee's salary based upon the days worked during the initial and terminal pay period of employment.

5. Exempt employees are generally expected to be available to perform their job duties during normal business hours (usually 8:00 a.m. to 5:00 p.m., Monday through Friday). It is expected that in order for exempt employees to complete their assigned work from time to time, it will be necessary that they work beyond the normal work days and business hours of the employer. If, however, an exempt employee is working well beyond a 40-hour workweek on a regular recurring basis, the employer may examine staffing levels and the employee's work habits and procedures.
6. The employer may choose to recognize an exempt employee for hours worked beyond normal business hours.
 - a. In recognition of instances when an employee has completed an extraordinary work assignment and spent substantially more than a typical work week to accomplish the job, managers may allow an exempt employee to take limited periods of time off without using accrued paid leave.
 - b. The employer may grant an exempt employee up to 7 days of time off in any calendar month in recognition of extraordinary work assignments completed. The Executive Director shall approve such time off. The decision to grant such leave is at the sole discretion of the employer. Such leave is not charged against accrued leave and, therefore, is not recorded on the employee's timesheet.
 - c. The limited periods of time off do not constitute additional compensation to exempt employees on an hour-for-hour basis for hours worked in excess of 40 hours per week. Accordingly, exempt employees will not "accrue a balance" of compensatory leave hours.
 - d. An exempt employee may be paid overtime and not void their otherwise exempt status as specifically provided under the FLSA.

5.5.3. "Safe Harbor"

Employer will classify employees as exempt or non-exempt, in accordance with the provisions of the Fair Labor Standards Act (FLSA) and applicable state law. If an employee feels s/he is improperly classified, s/he should request a review of the classification from Human Resources Director. An investigation will be conducted on a timely basis and employer will act to correct any errors as soon as practicable. The employer will not make improper deductions of pay from any employee, regardless of exempt or non-exempt status. Improper deductions should be reported to Human Resources Director. The complaint will be investigated and employer will act to reimburse the employee if an error is found. **Employer** will continuously make a good faith commitment to comply with all provisions of FLSA and state laws and intends this

policy of correction to satisfy the "safe harbor" provisions of the FLSA regulations, as amended effective August 23, 2004.

If a non-exempt employee feels s/he has been improperly paid for overtime under the FLSA or state law, it is the responsibility of the employee to seek correction by reporting any error to their immediate supervisor. An investigation will be conducted on a timely basis and employer will act to correct any errors as soon as practicable.

5.6. Rates of Pay

5.6.1. Compensation Plan

Each regular position will be assigned to a class and pay grade in the compensation plan. Assignment to a pay grade will be based on the relative level and complexity of the duties, responsibilities, and authority of the job. The employer shall determine the salary ranges based on these considerations:

1. Rates paid by the employer for comparable work;
2. Internal relationships of other job classes in the same or similar occupation;
3. Rates paid by other local government employers for comparable work;
4. Other financial commitments of the employer; and
5. Funds available to the employer for salaries.

The employer may adjust the minimum and maximum for each salary range periodically as changes in any of the factors listed above occur or to recruit and retain qualified employees for each job.

5.6.2. Hiring Rate of Pay

The normal hiring rate is the first step of the pay range for the position's classification. The employer may authorize advanced step appointments.

5.6.3. Salary on Promotion

1. Except as may otherwise be provided by a collective bargaining agreement, a regular employee who is promoted to a new classification will move to that step in the range for the new class which provides at least an approximate 4% pay increase, not to exceed the top step in the range for the new class. A promoted employee's salary shall not be less than the starting pay of the salary range for the new position.
2. Reclassification to a class with a higher salary range is a promotion.
3. Reallocation of an existing class:
 - a. To a higher salary range is NOT a promotion. An employee in a class that is reallocated to a higher salary range shall be placed at a step closest to his/her current salary that does not provide a decrease.

- b. To a lower salary range shall be placed at the step closest to the employee's current salary that does not provide a decrease. If the employee's salary exceeds the top salary of the lower pay range (refer to *Section 5.11. Y-Rate*).

5.7. Flat Rate Salaries

Certain job classes may be assigned to flat rates of pay in the compensation plan.

5.8. Casual/Temporary/Seasonal Worker Compensation

5.8.1. Rates of Pay

The **employer** will pay casual workers the rate of pay established for the same work when performed by regular employees, or as appropriate for the type of work performed. Students receiving school credit for work may be paid at a rate established by the **employer** for student interns.

The **employer** may adjust the rates of pay annually consistent with general salary increases granted regular employees.

5.8.2. Implementing Pay Increases

To authorize a pay increase, the Budget Official or Department Head will certify that a casual/temporary/seasonal worker's performance is acceptable and request the increase in a memorandum to the Human Resource Director for approval by the Board of Commissioners.

Pay increases that are approved by the Board of Commissioners will take effect the first full pay period following the board's approval.

5.9. Work Out-of-Class

5.9.1. Policy

Employees may occasionally be asked to perform duties beyond the scope of their normal position or asked to temporarily assume the duties of a higher level budgeted position for a short period. In the event that such work extends beyond a short-term assignment, the **employer** establishes criteria for paying employees for temporarily performing work beyond the assigned duties of their current job class, and for employees temporarily assigned the duties of a management or administrative position.

5.9.2. Assignments

1. Employees may be temporarily assigned the duties and responsibilities of a budgeted, higher level position provided the position is currently vacant, or the employee normally filling the position is on authorized leave, or has been temporarily relieved of all regular duties to complete a special project approved by the **employer**, or because of temporarily increased workload requirements.
2. The same employee shall not be assigned to the higher level duties for more than six consecutive months unless specifically approved

by the Board of Commissioners who may extend the assignment for not more than an additional six months.

5.9.3. Employee Eligibility

1. Employees must be formally assigned and actually performing the duties of the higher job class.
2. The salary range for the higher paid class must be at least 4% above the range for the employee's current job class.
3. Beginning on the eleventh (11th) consecutive work day of performing the duties of the higher level position, employees will be paid at a rate 4% above their current rate of pay, or at the entry rate of the higher job class, whichever is greater, but not to exceed the top step of the higher classification.
4. The provisions of this section shall not be used to authorize additional pay for any of the following:
 - a. To provide additional compensation per section on a request for reclassification of a position or approval of a recommendation to reclassify a position.
 - b. To reward employees either for outstanding service, nor for any purpose other than those stated.

5.10. Related Forms

- Request for Variable Workday Schedule

6. LEAVE PLANS

6.1. Holidays

6.1.1. *Holidays Designated*

The following holidays are recognized by the **employer** (NRS 236.015):

New Year's Day – January 1

Martin Luther King, Jr.'s Birthday – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day – Last Friday in October

Veterans Day – November 11

Thanksgiving Day – Fourth Thursday in November

Family Day – Friday following the fourth Thursday in November

Christmas Day – December 25

Any day declared a legal holiday by the President of the United States or Governor of the State of Nevada will be observed in accordance with the presidential or gubernatorial proclamation. The **employer** will observe a holiday, which occurs on a Saturday or a Sunday, on the day before or after the holiday.

6.1.2. *Holiday Pay*

1. Recognized holidays are typically non-work days. Each regular, full-time, non-exempt employee who is on paid status on his/her regularly scheduled work day before and after a holiday will be paid eight hours of pay at his/her rate of pay for each recognized holiday.
2. Employees who work a 4/10 schedule, as stated in Section 5.3.2., may use annual leave time or compensatory time off in order to receive 10 total hours of holiday pay.

6.1.3. *Weekend Holidays*

For employees regularly assigned to work Mondays and/or Fridays, if a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. If a holiday falls on a Sunday, the Monday following will be observed as the holiday. When a holiday falls on Saturday or Sunday for an employee regularly scheduled to work on the Saturday or Sunday, the employee will observe the holiday on the Saturday or Sunday, unless an alternative is authorized by the **employer**. If the holiday falls on a regularly scheduled day off, the employee will observe the holiday on the

next regularly scheduled work day, unless an alternative is authorized by the **employer**.

6.1.4. Work on Holidays

Non-exempt employees who work on a designated holiday shall be paid for the holiday plus one and one-half times their regular rate of pay for any time worked on a holiday. Bargaining unit employees who work on a holiday shall be paid overtime as provided in the collective bargaining agreement.

6.2. Annual Leave

6.2.1. Annual Leave Accrual

1. All regular full-time employees will earn annual leave beginning from their initial date of hire as follows (Regular part-time employees who regularly work 20 hours or more per week will earn annual leave on a pro-rata basis):

From the Beginning of the Pay Period Following Completion of:	Through the Pay Period During Which the Employee Completes:	Hours Accrued for Each Completed Month on Paid Status:
Six months of eligible employment	Five consecutive years of eligible employment	8
Five consecutive years of eligible employment	Ten years of eligible employment	10
More than ten consecutive years of eligible employment		13.33

Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Annual leave is not accrued for any other hours.

3. Annual leave is earned and credited to the employee on a monthly basis coinciding with the first full pay period of the month. The amount of annual leave accrual is based upon years of service adjusted, as specified, for leaves of absence without pay.

6.2.2. Eligibility Maximum Accrual

1. Accrued annual leave may not exceed 240 hours unless it is determined that the employee requested and was denied leave because of the **employer's** business requirements. When allowing accrual above the maximum, the **employer** will establish with the employee a specific schedule for use of the excess leave or may authorize cash payment for accrued annual leave, subject to funds being available in an approved budget.

6.2.3. Use of Annual Leave

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees may not use annual leave before it is accrued.

6.2.4. Annual Leave Pay at Termination

Upon termination, an employee with more than six months of continuous employment will be paid for all accrued annual leave at the employee's last regular rate of pay.

6.3. Sick Leave/Short Term Disability

6.3.1. Policy

1. Accrual

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

- a. Regular employees will accrue short term disability leave at the rate of 10 hours per each completed month on paid status. Short term disability leave is not accrued for any other hours.
- b. Short term disability leave hours are earned and credited to the employee on a monthly basis coinciding with the first full pay period of the month.
- c. Unused short term disability leave will be credited to the employee's short term disability leave balance to a maximum accrual of 720 hours.
- d. Short term disability accrual reaching 760 hours will be converted to 24 hours of annual leave with the sick leave accrual balance adjusted to 720 hours.
- e. Employees may use a maximum of five (5) work periods each month period (July 1 – December 31 & January 1 – June 30) of sick leave from their short term disability leave accrual. These five (5) work periods of sick leave do not carry forward or accumulate from period to period.

2. Use of Sick Leave

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

- a. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
- b. When quarantined;
- c. When receiving required medical or dental service or examination;
- d. For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency or private adoption agency requires the employee to remain at home with the child; or;

- e. Upon illness in the employee's immediate family where such illness requires his/her attendance.
- f. Short term disability leave shall be debited in accordance with paragraph 6.3.1(3).

Employees who are absent from work due to sick leave shall be at their residence or shall notify their supervisor of their whereabouts when using sick leave.

3. Use of Short Term Disability Leave

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

- a. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
 - 1. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods; or,
 - 2. In excess of three (3) consecutive work periods; or,
 - 3. When quarantined;
 - 4. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods; or,
 - 5. In excess of three (3) consecutive work periods; or,
- b. When receiving required medical or dental service or examination;
 - 1. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment, regardless of the number of missed work periods; or,
 - 2. In excess of three (3) consecutive work periods; or,
 - 3. When the required medical or dental treatment requires the employee to travel a distance greater than 100 miles in any one direction. Travel distance and attendance certification is required using a County provided form.
- c. For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency or private agency requires the employee to remain at home with the child;
 - 1. When the employee provides written confirmation from the public agency of required attendance, regardless of the number of missed work periods; or,
 - 2. In excess of three (3) consecutive work periods; or,

- d. Upon illness in the employee's immediate family where such illness requires his/her attendance;
 1. When the employee provides written confirmation from the provider of required medical or dental examination and/or treatment of the immediate family member, regardless of the number of missed work periods; or,
 2. In excess of three (3) consecutive work periods; or,
- e. When the required medical or dental treatment requires the employee to travel a distance greater than 100 miles in any one direction. Travel distance and attendance certification is required using a County provided form.

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

4. Abuse of Sick Leave/Short Term Disability

Use of sick leave/short term disability for purposes other than those listed above is evidence of abuse of sick leave/short term disability leave. Abuse of sick leave/short term disability leave is cause for disciplinary action, up to and including termination. If the **employer** who suspects abuse, they may require substantiating evidence which may include, but is not limited to, a certification from a health care provider.

5. Illness During Annual Leave

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

6. Placing an Employee on Sick Leave/Short Term Disability

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

7. Return to Work

An employee on sick leave/short term disability leave shall notify his/her elected official or department head as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. The **employer** may also require a statement from a licensed physician or health practitioner certifying the employee's fitness to return to work.

8. Sick Leave at Separation

Upon separation from employment due to resignation, retirement, disability, or death, an eligible employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in the employee's sick leave account. The amount to be paid out is not to exceed \$_____ or _____% of accrued leave, provided that the employee has at least 10 years of service. If the separation is due to the death of the employee, the compensation due will be paid to the beneficiary(s) designated by the employee.

6.3.2. Procedure

1. Leave Approval

An employee shall complete an appropriate leave request form as soon as the need for a leave is known. The employer shall determine whether to approve use of accrued sick leave/short term disability leave and shall approve such a request whenever it is deemed reasonable.

2. Notification

Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than 60 minutes following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor daily or at appropriate intervals agreed on by the supervisor of his/her condition. The employer may deny sick leave/short term disability leave requests which are not in compliance with this policy.

3. Employer's Certification

The employer may require an employee to provide a medical doctor's certification that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work. A medical doctor's statement is required when specifically requested by the supervisor or manager. Whenever an employee qualifies for FMLA leave, the employee is required to submit to the employer the "Certification of Physician" form referenced in the FMLA policy.

6.4. Family and Medical Leave

6.4.1. Policy

Public employers are covered under the Family and Medical Leave Act (FMLA), and will comply with the requirements of the FMLA and advise employees if they meet all the FMLA eligibility requirements. Employer must provide employees *Form WHD-1420 Employee Rights and Responsibilities Under the Family and Medical Leave Act* and are also required to post and keep posted this notice in a conspicuous place, even if no employees are eligible.

1. Eligibility

Employees who have been employed by the **employer** for at least one year and worked for the **employer** at least 1,250 hours during the preceding 12-month period and are employed at a work site where 50 or more employees work for the **employer** within 75 surface miles of that work site are eligible for FMLA leave. When the 1,250 hours are calculated, the hours an employee was on vacation or on leave, even if that vacation or leave was paid, do not count toward the 1,250 hours worked. However, an employee who has a National Guard or Reserve military service obligation must be credited with the hours of service that would have been performed, but for the period of military service. The required one year of employment does not have to be consecutive. There may be a break in service as long as it does not exceed seven years. There is an exception to the seven-year condition for National Guard and Reservists and written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status.

2. Compensation During Leave

FMLA leave will be unpaid **unless** the employee has accrued paid leave and is otherwise eligible to use the leave. If an employee requests leave for the employee's own serious health condition or for the serious health condition of the employee's spouse, child, or parent, the employee **must** use all of his/her accrued paid annual leave, sick leave, compensatory time leave, and personal time off as part of the FMLA leave. (See the applicable contract or bargaining agreement for alternate provisions which may apply.) If leave is requested for any of the other reasons identified below, an employee **must** use all of his/her accrued paid annual leave, compensatory time leave, and personal time off as part of the FMLA leave. The remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, compensatory time, and personal leave as appropriate, in the rights and responsibilities notice Form WH-1420.

3. Intermittent or Reduced Schedule Leave

When medically necessary (as distinguished from voluntary treatments and procedures), leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by the employer. Employees needing intermittent leave or reduced schedule leave must attempt to schedule their leave so as not to disrupt the employer's operations. The employer may require an employee on intermittent leave or reduced schedule leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the 12-week entitlement only by the actual time used. An employee who has been

transferred under this section has reinstatement rights to his/her former position until the end of the 12-month FMLA leave year.

6.4.2. Duration of and Reasons for Leave

Any eligible employee, as defined above, may be granted a total of 12 weeks of unpaid FMLA leave (which shall run concurrent with paid leave) during a 12-month period (see exception for Military Caregiver Leave as provided in section 6.4.3 below). This period is measured backward from the date an employee uses any FMLA leave. A “week” is defined as a calendar week, regardless of the number of days the employee normally works. Twelve-calendar weeks does not entitle a part-time employee working three days a week to 60 leave days, but rather 12 weeks. FMLA may be granted for the following reasons:

1. The birth of the employee's child and in order to care for the newborn child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. An employee's serious health condition that prevents the employee from performing the functions of his/her job. Serious health conditions include conditions resulting from job-related injuries and/or illness; or
5. Due to a qualifying exigency arising when an employee's spouse, son, daughter, or parent is a military member on covered active duty or has been notified of an impending call to covered active duty.

Emergency leave may be taken for:

Short-term active deployment

- Military events and activities
- Child care and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation
- Post-deployment activities
- Additional activities arising out of active duty that the **employer** and employee agree upon.

Covered Active Duty means:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

A serious health condition is an illness, injury, impairment, or physical or mental condition of incapacity or treatment that involves:

- Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.
- Continuing treatment by (or under the supervision of) a health care provider for a period of incapacity of more than three consecutive full calendar days, combined with at least two visits to a health care provider within 30 days of the first day of incapacity or one visit to a health care provider requiring a regimen of continuing treatment, i.e., prescription medication.

Unpaid FMLA leave will run concurrently with paid vacation, sick, compensatory time, and/or personal leave, unless otherwise prohibited by any relevant collective bargaining agreement. Unpaid FMLA leave will also run concurrently with workers' compensation leave or other benefits.

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

Employees may not take more than a combined total of 12 weeks for all FMLA qualifying reasons listed above.

6.4.3. Military Caregiver Leave

Any eligible employee as defined in 6.4.1.1. above, may be granted a total of 26 weeks of unpaid FMLA leave (which shall run concurrent with paid leave) during a 12-month period to provide caregiver leave for a seriously injured or ill covered servicemember or veteran who is the employee's spouse, son, daughter, parent, or nearest blood relative. The covered servicemember must be a member of the Armed Forces who suffered an injury or illness while in the line of duty, on active duty, that rendered the person medically unfit to perform his/her duties; or in the case of a veteran, the illness or injury manifests itself before or after s/he became a veteran. This period is measured forward from the date an employee takes FMLA leave to care for the covered servicemember or veteran and ends 12 months after that date.

Employees cannot take more than a combined total of 26 weeks for military caregiver leave or because of other FMLA qualifying reasons as provided in 6.4.2. above. A husband and wife both working for the same employer are limited to a combined total of 26 weeks of FMLA military caregiver leave.

Covered Servicemember means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation,

or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious illness or injury; or

- A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious illness or injury and who was a member of the Armed Forces (including National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

6.4.4. Notice of Leave

An employee intending to take FMLA leave because of an expected birth or placement, a planned medical treatment or medical care, or qualifying exigency, must submit an application for such leave at least thirty (30) days before the leave is to begin. If a request for leave will begin in less than 30 days, the employee must give notice to his/her immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the event necessitating the leave is not foreseeable. If an employee gives less than 30 days notice, the employer may require an explanation.

Within five days (barring extenuating circumstances) of receiving notice that 1) an employee requests to take FMLA leave, or 2) an employee requests leave, the employer acquires knowledge that the leave may be FMLA-qualifying, the employer will complete *Form WH-381 Notice of Eligibility and Rights and Responsibilities*. Completion of this form will designate if an employee is eligible for FMLA or if an employee is not eligible, the reason(s) why they are not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. The employer may require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave, even if no formal application for such leave was submitted by the employee, provided notice is given to the employee.

6.4.5 Certification of Leave

Employees requesting FMLA leave for qualifying exigency are required to complete *Form WH-384 Certification of Qualifying Exigency for Military Family Leave* and provide a copy of the military member's active duty orders.

Employees requesting FMLA leave for military caregiver leave are required to complete *Form WH-385 Certification of Serious Injury or Illness of Covered Service member for Military Family Leave* within 15-calendar days, barring extenuating circumstances.

A request for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be supported by completion of *Form WH-380-E -Certification of Health Care Provider for Employee's Serious Health Condition* or *Form WH-380-F - Certification of Health Care Provider for Family Member's Serious Health Condition* completed by the treating health care provider. The certification must state the date on which the health condition

commenced, the probable duration of the condition, and the medical facts regarding the condition.

If the employee is needed to care for a spouse, child, or parent, the certification must so state, along with an estimate of the amount of time the employee will need. If the employee has a serious health condition, the certification must state that the employee cannot perform all the functions of his/her job or any one of the essential functions of his/her job. (Note: Attach the employee's current job description to Form 380-E when it is sent to the employee's health care provider.) The Certification of Health Care Provider Form must be completed and returned by the employee within 15 calendar days, barring extenuating circumstances.

Employer may contact the employee's health care provider for the purpose of clarification or authentication after giving the employee an opportunity to clarify specific discrepancies. Only the Human Resources Director may contact the health care provider.

If the **employer** questions the validity of the certification, the **employer** may require, at its expense, the employee obtain a second opinion from a health care provider designated by the **employer**. If the second opinion conflicts with the original opinion, the **employer** may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the **employer** and the employee. This third opinion will be considered final and binding on both parties.

In instances where diagnoses from medical providers appear to be indefinite or long term, the **employer** may require the employee to recertify that the original medical condition still exists. Such requests can be made no more frequently than once every six months unless the circumstances reported in the original certification have changed significantly, or the **employer** receives information casting doubt upon the stated reason for the absence.

In situations in which the minimum duration of leave anticipated by the original certification is more than 30 days, the **employer** may request recertification if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or the **employer** receives information casting doubt upon the continuing validity of the certification.

The **employer** may require the employee to provide new medical certification, not recertification, for his/her first FMLA-related absence in a new 12-month leave year.

Any employee on FMLA leave must notify **employer** periodically of his/her status and intention to return to work. The **employer** has the authority to determine how often the employee must provide this notification.

Any genetic information obtained from certification or recertification must be maintained in a confidential manner by the employer.

An employee may not accept other employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; i.e., an employee is on FMLA leave due to a back injury and accepts a job requiring heavy lifting.

6.4.6. Designation Notice

Within five business days (barring extenuating circumstances) of receipt of all required information, the **employer** will make a determination if employee's request for leave is for an FMLA-qualifying reason. The **employer** will complete *Form WH-382 - Designation Notice* indicating if leave is approved or not.

If the **employer** cannot make a determination from the information provided, they will use this form to

Indicate the information presented is incomplete or insufficient and provide the employee seven calendar days to provide complete information.

Provide notice to an employee if a second or third medical certification is required.

Employer may also use this form to designate a fitness-for-duty certificate which will be required prior to returning to work.

6.4.7. Benefits Coverage During Leave

During a period of FMLA leave, an employee will be retained on the **employer's** health plan under the same conditions that would apply if the employee was not on FMLA leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If an employee fails to return to work after the expiration of the FMLA leave, the **employer** may be required to reimburse the **employer** for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the employee's control. The definition of "beyond the employee's control" includes a very large variety of situations such as: the employee being subject to layoff, continuation, recurrence, or the onset of an FMLA-qualifying event; or the spouse's unexpected worksite relocation of more than 75 surface miles from the current worksite.

An employee is not entitled to the accrual of any seniority or employment benefits during any unpaid leave. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date the leave began and will be entitled to any cost of living increase granted to all employees during the FMLA leave period.

6.4.8. Restoration to Employment

Upon returning to work, an employee on FMLA leave will be restored to his/her most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The **employer** cannot

guarantee that an employee will be returned to his/her original job. The **employer** will determine whether a position is an "equivalent position."

6.4.9. Return from Leave

If an employee wishes to return to work prior to the expiration of a FMLA leave absence, s/he must notify the supervisor at least five working days prior to the employee's planned return. Employees may be required to provide a fitness-for-duty certification prior to returning to work if the FMLA leave of absence was due to the employee's own serious health condition.

6.4.10. Failure to Return from Leave

Failure of an employee to return to work upon the expiration of an FMLA leave of absence will subject the employee to disciplinary action, up to and including termination, unless the **employer** has granted an extension. (Note: Refer to **employer's** other leave policies.) An employee who requests an extension of FMLA leave due to the continuation of a qualifying exigency, care for a servicemember, continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to the **employer**. This written request should be made as soon as the employee realizes that he will not be able to return at the expiration of the leave period. Any additional time requested beyond the FMLA 12- or 26-week period will not be considered as FMLA. Rather, such time, if approved by the **employer**, will be characterized as either paid or unpaid leave, thereby ending the **employer's** return-to-duty obligations included in Section 6.4.8. (See the applicable collective bargaining agreement for alternate provisions which may apply.) Nothing in this policy limits **employer's** obligations of reasonable accommodation under the Americans with Disabilities Act, as amended.

6.5. Leave of Absence Without Pay

6.5.1. Policy

The **employer** may approve leaves of absence without pay for up to six months. Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the **employer's** needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department. Such leave may be extended for an additional period of up to six months at the sole discretion of the **employer**. The **employer** will require the use of all accrued paid leave prior to granting leave without pay.

6.5.2. Procedure

1. Approval – Less Than 30 Days

Leaves of absence without pay not exceeding 30 days may be granted by the **employer**.

2. Approval – More Than 30 Days

The **employer** may grant a leave in excess of 30 days following written certification by the employee that the leave is consistent with the intent of this section.

3. Purpose

Leaves of absence without pay will not be granted for the purpose of allowing an employee to seek or accept other employment, except when or if the **employer** determines that the granting of such leave is in its best interest.

4. Employer Termination of Leave

The employer may terminate any leave of absence without pay, except those granted pursuant to statute or regulation, prior to its expiration by providing written notice to the employee. The document granting the leave of absence will state the terms of the leave and any reason(s) for terminating such leave. Upon receipt of notice of termination of the leave, the employee is required to return to work within five calendar days or by a later-approved alternate date. In the event the **employer** terminates a leave of absence, the employee will be returned to the same class or position s/he occupied when the leave of absence was granted.

5. Insurance

Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.

6. Return from Leave

Employees on approved leave of absence without pay are required to return to work on the first work day following the end of leave. An employee who does not return from a leave of absence without pay on the first work day following the end of a leave will be considered to have resigned.

7. Introductory Period

If an employee is granted unpaid leave during his/her introductory period, the introductory period will be extended by the number of days of leave taken by the employee during his/her introductory period.

8. Medical Leaves

The **employer** may require a physician's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay.

9. Anniversary Date

An employee's anniversary date will be adjusted by the number of days off work for all unpaid leaves of absence in excess of 15 days during any 12-month period. (See special provisions for Military Leave in *Section 6.8* below.)

10. Benefit Accrual

If an employee is on unpaid leave for more than one-half of his/her regularly scheduled work hours in any pay period, no leave benefits shall be accrued for that period, nor shall the **employer** contribute toward the cost of insurance benefits.

6.6. Court Leave

6.6.1. When Granted

The **employer** will grant court leave to all employees to serve as juror or a witness in a court proceeding provided that neither employee nor the employee's collective bargaining representative is a party to the action. Employees shall provide their supervisor with relevant documents verifying the need for court leave as soon as the need becomes known.

6.6.2. Compensation

Subject to the following conditions, eligible employees shall receive their regular base rate of pay for those hours spent in court and traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work. Non-regular employees will be granted time off without pay. Law enforcement personnel appearing in court as part of their duties are not affected by this policy.

1. The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.
2. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the **employer** upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the **employer** has reimbursed the employee for such expenses or such expenses were paid by the **employer**.
3. An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the **employer**. However, the employee may choose to use his/her annual leave.

6.6.3. Late Start/Early Release

An employee who is not required to report to court until the middle of his/her scheduled work day or who is released from court/jury duty before the end of his/her scheduled work day shall report to work for the hours which are not required for court duty or for related travel time.

6.7. Bereavement Leave

A regular, full-time or part-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of 24 hours of bereavement leave per each occurrence. Bereavement leave longer than 24 hours may be charged to accumulated sick leave, up to a maximum of 16 additional hours, with the advance approval of the **employer**. Employees who are not regular full-time or part-time employees may take up to 3 days or 24 hours of bereavement absence without pay. Supervisors or managers may require evidence of attendance at the funeral.

6.8. Military Leave

6.8.1. Policy

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

6.8.2. Notice and Notification

1. The **employer** must provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where the **employer** customarily places notices for employees.
2. The **employer** may require written (orders) or verbal notice of service obligation, but must waive the requirement if notice is impossible or unreasonable.

6.8.3. Salary and Benefits

1. Leave Without Pay
 - a. The **employer** will treat the employee the same as any other employee on leave without pay.
 - b. The employee is entitled to 15-working days of leave with pay in one calendar year (NRS 281.145).
 - c. The **employer** is not required to pay the employee's salary after 15-working days.
 - d. The employee may choose to use annual leave and compensatory time, if any, before going on leave without pay.
2. Health Insurance

There is no impact to the employee's insurance coverage, including life insurance inclusive of the health insurance package. The **employer** and employee premium payments or obligations, if any, remain unchanged for 30 days. Employee may then continue

coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either 24 months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is less (see *Reemployment, Section 6.8.4.* below). The **employer** must reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods. An employee who takes up to 90 days after leaving the military before commencing his/her reemployment may stay on the military health insurance; however, it is the employee's responsibility to verify the continuation, scope, and duration of coverage.

3. Seniority

An employee is entitled to the seniority (and rights and benefits governed by seniority) s/he had accrued at the commencement of military leave, plus any additional seniority rights and benefits that s/he would have attained if s/he had remained continuously employed (the "escalator principle"). However, if an introductory period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of introduction upon reemployment. The **employer** must count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, the **employer** must count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The **employer** is not required to accumulate annual or sick leave for an employee during his/her absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests and to merit pay increases.

4. Retirement

Time served will be counted as work time for purposes of retirement. The **employer** must make contribution payments to the retirement plan as if the employee had not left, provided the employee returns to work. The **employer** contribution will be based on the rate of pay the employee would have been paid had s/he not been called to military service (e.g., a grade-and-step pay system). An exception to this requirement is when the higher pay is based on additional knowledge, skill, or ability that can only be gained by work experience.

5. Death or Disability

If an employee does not return to work due to death or disability, the survivor or disability benefit is treated as if the employee had been working until the date of the death or disability. The **employer** must make the retirement contribution up to the date of the death or disability.

6. Other Leave

The **employer** must count time served in the military when calculating the employee's Family Medical Leave Act eligibility.

6.8.4. Reemployment

1. An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly reemployed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:
 - a. Service of one to 30 days: The beginning of the next regularly-scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.
 - b. Service of 31 to 180 days: Application for reinstatement must be submitted not later than 14 days after completion of military duty.
 - c. Service of 181 or more days: Application for reinstatement must be submitted not later than 90 days after completion of military duty.
2. The deadline for reinstatement may be extended for up to two years for persons who are incapacitated due to a disability incurred or aggravated during military service, and the **employer** must make reasonable accommodations for the impairment.
3. Reemployment rules apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same **employer**. Time spent in National Guard and reservist training does not count towards the five-year period.

6.8.5. Discharge

If time served is greater than 30 days, but less than 181 days, an employee may not be discharged within 180 days of reemployment, except for just cause. If time served is greater than 180 days, an employee may not be discharged for one year, except for just cause.

6.9. Emergency Conditions/Disaster Leave

6.9.1. Emergency Volunteer Service

An employee who is a participant in any volunteer emergency service (e.g., fire protection, ambulance service, or search and rescue) shall not schedule him/herself for on-call duty during work hours. In the event an employee is required to respond to an emergency during normal working hours, s/he shall remain in full employment status and shall receive total regular compensation while performing the volunteer service for the period that s/he would have been working for the **employer**.

6.9.2. Emergency Road Conditions

1. Any non-exempt employee who is unable to report to work due to road closures or hazardous road conditions caused by ice, snow, floodwaters, washouts, or slides shall not receive regular salary. Employees are advised to use their best judgment in making a

decision of whether or not to report to work under such conditions. Should an employee decide to remain at his/her residence, all reasonable attempts should be made to notify his/her immediate supervisor. Any employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued annual leave or accrued compensatory leave time.

2. Any non-exempt employee who reports to work late due to road closures or hazardous road conditions will be compensated only for the actual hours worked. In the event the employee wishes to receive a full day's pay, s/he may use annual leave or accrued compensatory leave time to complete the normal work period.
3. Any employee who elects not to report to work due to hazardous road conditions or reports to work late under such conditions shall not be subject to discipline. In the event a supervisor is in doubt of the employee's reasoning, the final decision shall be made by the **employer** on the basis of documentation or confirmation of the hazardous conditions by either a law enforcement agency or the appropriate public works agency having jurisdiction over the roadways in question.

6.9.3. Disaster Area Declaration

1. "Disaster Area" is defined as a designated area affected by an event declared to be a disaster by a state or federal governmental agency duly authorized to make such designation. Employees who are unable to report to work due to a disaster may use accrued annual leave or compensatory leave time as compensation for scheduled time not worked.
2. Employees shall make every effort to report to work as soon as is reasonable under such conditions provided the **employer's** operation is open and functioning. An employee who has made such an effort, yet fails to report to work under such declared "disaster" conditions, shall not be subject to discipline. Employees shall make every effort to report their circumstances to their immediate supervisor.

6.10. Blood Donor Leave

6.10.1. Policy

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in an **employer-sponsored** blood donation. All such absences shall be scheduled with the employee's supervisor. In no event shall an employee be eligible for overtime as a result of donating blood.

6.11. Leave for Parents of Children Enrolled in School

6.11.1. Policy

Employees who are parents of children enrolled in public or private school (Pre-K thru 12) are entitled to four hours of unpaid leave, per

school year, for each child enrolled in school. The employee may use the entitled leave time to:

1. Attend parent-teacher conferences;
2. Attend school-related activities during regular school hours;
3. Volunteer or otherwise be involved at the school in which the child is enrolled during regular school hours; and
4. Attend school-sponsored events.

The time for the leave must be mutually agreed upon by the employee and the **employer**. The employee must request the leave in writing at least five school days prior to the date which the leave is to be taken. The employee may also be required to furnish documentation demonstrating that s/he was present at the school activity for which the leave was provided.

6.11.2. Retaliation

An employee shall not be retaliated against for utilizing the leave described in this section. Any employee who believes s/he has been retaliated against as a result of having taken leave under this section may file a claim with the Nevada Labor Commissioner. The **employer** shall provide the employee with all of the forms necessary for the claim filing.

6.12. Leave for Nursing Mothers

6.12.1. Policy

As required by federal law, the **employer** will provide unpaid "reasonable" breaks each time an employee needs to express breast milk for a nursing infant who is up to one-year old. Employees may elect to use their paid break times for this purpose. The **employer** will furnish a private space, other than a bathroom, for that activity. The space will be shielded from view and free from interruption.

6.13. Required Forms (Revised 6/10)

- Certification of Health Care Provider for Employee's Serious Health Condition (FMLA Form WH-380-E)
- Certification of Health Care Provider for Family Member's Serious Health Condition (FMLA Form WH-380-F)
- Certification of Qualifying Exigency for Military Family Leave (FMLA Form WH-384)
- Certification of Serious Injury or Illness of Covered Service member for Military Family Leave (FMLA Form WH-385)
- Designation Notice (FMLA Form WH-382)
- Employee Rights and Responsibilities under the Family and Medical Leave Act (FMLA Form WH 1420)
- Leave of Absence Authorization Form
- Nevada Consanguinity/Affinity Chart (Rev. 9/09)
- Notice of Eligibility and Rights & Responsibilities (FMLA Form WH-381)
- Notice of Intent to Return to Work After Leave of Absence (Non-Medical)

- Notice of Intent to Return to Work After Medical Leave of Absence

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7. BENEFITS

7.1. Health Insurance Coverage

7.1.1. Eligibility

Full-time regular employees and part-time regular employees who are regularly scheduled to work at least an average of 20 hours per week are eligible to enroll in a group health insurance plan effective the first of the month following 90 days of employment.

An employee with a change in status that makes them eligible to enroll in a group health insurance plan will be required to wait 90 days from the eligibility status change.

Employees, who are regularly scheduled to work at least an average of 20 hours per week, but less than full-time, who elect to enroll in group health insurance, will be responsible for 75% of the cost of the plan.

Dependents of employees as defined in the current plan booklet, are also eligible for coverage under the insurance plan at the employee's expense. Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

7.1.2. Benefits

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, and prescription drug insurance issued by the insurance company.

7.1.3. Plan Changes

The employer will, from time to time, evaluate the health coverage plan that is offered and make adjustments, as the employer deems appropriate, in the level of coverage and the amount of premium cost to be paid by the employer.

7.2. Life Insurance Coverage

7.2.1. Eligibility

Full-time regular and those part-time regular employees who are regularly scheduled to work at least 20 hours per week are covered by an employer-paid term life insurance and accidental death and dismemberment insurance plan effective the first of the month following 90 days of employment.

7.2.2. Policy

The specific terms and conditions of coverage are specified in the plan document issued by the insurance company and are available from the Human Resources Director.

7.2.3. Coverage

Eligible employees are covered by a standard life insurance policy in the amount provided in the negotiated plan. Dependent life insurance is available on an employee-paid basis.

7.3. Retirement

As defined in NRS 286, the **employer** is considered a public employer and employees in positions considered to be half-time or more, according to the full-time work schedule for at least 120 consecutive work days, are covered by the Public Employees Retirement System (PERS). Details are available in Chapter 286 of the NRS.

Eligibility for membership in PERS for elected officials is covered in NRS 286.293.

Eligibility for membership in PERS for district judges, justices of the peace, and municipal judges is covered in NRS 1A.

7.4. Workers' Compensation

Employees are insured under the provisions of the State Workers' Compensation Act for injuries received while at work for the **employer**. Employees are required to report all on-the-job accidents, injuries, or illness to their immediate supervisor as soon as reasonably possible or within 24 hours of the accident, injury, or illness.

The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 201.010.

1. When an employee is eligible at the same time for benefits for temporary total disability under chapters 616A to 616D, inclusive, or 617 of the NRS, and for an short term disability leave benefit s/he may, by giving notice to the supervisor or manager, elect to continue to receive his/her normal salary instead of the benefits under those chapters until his/her accrued short term disability leave time is exhausted. The **employer** will notify the Workers' Compensation Administrator of the election. The **employer** will continue to pay the employee 100% of his/her normal salary, but charge against the employee's accrued short term disability leave time as taken during the pay period an amount which represents the difference between his/her normal salary and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under chapters 616A to 616D, inclusive, or 617 of the NRS for that pay period.
2. When the employee's accrued short term disability leave time is exhausted, payment of his/her normal salary under subsection 1 must be discontinued and the **employer** will promptly notify the Workers' Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.
3. An employee who declines to make the election provided in subsection 1 may use all or any part of the short term disability leave benefit normally payable to him/her while directly receiving benefits for temporary total disability under chapters 616A to 616D, inclusive, or 617 of the NRS, but the amount of short term disability leave benefit paid to the employee for any pay period must not exceed the difference between his/her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under those chapters for that pay period.

4. If the amount of the employee's short term disability leave benefit is reduced, pursuant to subsection 3, below the amount normally payable, the amount of short term disability leave time charged against the employee as taken during that pay period must be reduced in the same proportion.
5. An employee may decline to use any part of the short term disability leave benefit normally payable to him/her while receiving benefits under chapters 616A to 616D, inclusive, or 617 of the NRS. During that period of time, the employee will be considered on leave of absence without pay.

7.5. Transitional Duty

7.5.1. Policy

The **employer** is committed to providing work, when possible, for regular full-time employees who have been restricted by a treating physician due to a work-related injury or illness. Such work will be provided at the **employer's** discretion and subject to availability. Work will be assigned according to the nature of the injury or illness and the limitations set forth by the treating physician. Every effort will be made to place employees in positions within their own departments. If necessary, an employee will be placed wherever an appropriate position is available.

7.5.2. Salary

While on transitional duty, employees will continue to receive their regular rate of pay. Employees who are placed outside their department will continue to have their salary charged to their regular department.

7.5.3. Duration and Conditions of Transitional Duty

An employee on transitional duty must furnish a written update of his/her medical condition to his/her department manager from the treating physician after each visit in order to remain in the reassigned job. Transitional assignments are limited to a period of 90 days, subject to review.

7.6. Deferred Compensation

Employees may defer a portion of their taxable income by participation in a deferred compensation plan as provided for in NRS 287.

Initial enrollment may be made at any time during the year for earnings beginning the first of the month following enrollment. Changes in contribution are governed by the terms and conditions of the particular plan.

Only income earned after the effective date of initial or increased participation can be deferred.

Prior to retirement, participants may withdraw the balance of their deferred compensation account only upon termination of employment. In the event of an unforeseeable emergency, the employee may withdraw a portion of the account needed to pay for the emergency. The IRS defines the conditions for and requires employer approval of early withdrawal on a hardship basis. The Executive Director must review and approve all requests for early withdrawal.

7.7. Educational Assistance

The **employer**, subject to availability of budgeted funds, may provide educational assistance for tuition and/or fees, other than books, for career-related education. The following qualifications must be met:

1. Employees must be in a regular full-time status.
2. The course must be taken from an accredited institution of higher learning or an **employer**-approved adult education class.
3. The course must be job-related or be required for a degree that is job-related. An employee must request approval for educational assistance from his/her elected official or department head. Upon approval by the elected official or department head, the request is forwarded for review and approval by the Executive Director. If approved by the Executive Director, the request for payment will be forwarded to the finance department for final approval. Such approval may be conditioned upon meeting commitments for continuing employment and/or job-related conditions. Employees who do not complete the course with a notice of "satisfactory" or grade of "C" or better, or who voluntarily terminate their employment within six months of receiving educational assistance must reimburse the **employer** for the full amount of the assistance provided.

7.8. Related Forms:

- Transitional Duty Notice

8. TRAVEL EXPENSES

8.1. Policy

1. Employees will be reimbursed for reasonable travel expenses which are required for the performance of their assigned duties and which are appropriately authorized.
2. To obtain reimbursement, employees must submit an expense report on a proper claim form and substantiate the amounts claimed as required below.
3. Reimbursement shall be made only for expenses actually incurred, paid, and authorized under this policy and procedure.

8.2. Allowances

8.2.1. Mileage

The employer will attempt to make a vehicle available to employees to use for official travel. If the employee requests to use their personal vehicle when an employer vehicle is available, the employer may, at its sole discretion, provide no reimbursement, provide mileage reimbursement or provide an employer issued gas card.

If there are no employer vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the per mile rate set by the Internal Revenue Service (IRS). At the employee's approval, the use of an employer issued gas card may be used in lieu of mileage reimbursement.

When an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare.

Employees using a personal vehicle for official travel must have proof of current registration and insurance for that vehicle.

8.2.2. Lodging

Modest cost lodging should be pre-arranged at a location nearest to the meeting/training site as possible. Reimbursement will be based on the cost of a single room if available. A receipt is required for reimbursement of incurred lodging expenses.

8.2.3. Meals

1. The cost of meals shall be reimbursed as follows, in an amount not to exceed meal per diem rates established by the State of Nevada.
2. If the cost of meals purchased exceeds these allowances, the employee may apply to the elected official or department head for a variance on the allowances by submitting such request with the original receipts and an explanation for the expenditures.
3. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of breakfast only if s/he is required to leave his/her normal work location prior to 6:00 a.m., and return to such location after 10:00 a.m.

4. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of lunch only if s/he is required to leave his/her normal work location prior to 10:00 a.m., and return to such location after 3:00 p.m.
5. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of dinner only if s/he is required to leave his/her normal work location prior to 4:00 p.m., and return to such location after 8:00 p.m.
6. No reimbursement shall be allowed for a meal which is provided or made available to an employee as part of the cost of a meeting, class, or other function, regardless of whether the employee partakes of the provided meal or purchases his/her meal elsewhere.

8.2.4. Same Day Travel

Same day travel meals may be reimbursed at levels stated in 8.2.3. Reimbursement must be requested through use of a travel expense report. Any approved reimbursement will be paid at the employee's next regular payroll following appropriate approvals.

8.2.5. Other Expenses

Necessary business telephone calls, parking charges, and/or ground transportation will be reimbursed.

8.2.6. Unallowable Expenses

1. The employer does not reimburse for fines and parking tickets, towing or impounding fees, traffic violations, alcoholic beverages, personal entertainment, tobacco, or expenses unrelated to the business purpose of the travel as determined by the elected official or department head.
2. The employer discourages combining personal travel with business travel to protect the public's perception regarding use of employer funds. Employees must clearly disclose any personal travel and/or vacation time to be taken in conjunction with employer travel. An employee's family may accompany the employee on employer business, provided travel is not in an employer vehicle. The employer will not, however, pay any additional expenses so incurred.

8.3. Processing

8.3.1. Claims

All claims with required receipts for travel expenses are to be submitted to the elected official or department head for approval by the employer within 5 working days following the trip.

8.3.2. Advances

Employees may request an advance to cover anticipated expenses of at least \$50.00. This request must be made not more than three weeks nor less than one week before departure. When advanced funds have been

provided, all unused funds must be returned with a claim form submitted to the Finance Department within five working days following any trip.

8.4. Related Forms: Travel expense form

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9. EMPLOYEE SEPARATION

9.1. Resignation

9.1.1. Notice

Employees are requested to provide at least two weeks' notice, in writing, to their Elected Official or Department Head of their intent to resign their employment. At the sole discretion of the **employer**, an employee may withdraw a resignation at any time prior to its effective date. An employee's failure to give appropriate notice when resigning may constitute cause for denying re-employment with the **employer**.

9.1.2. Return of Employer Property

When resigning or being terminated, an employee must return all **employer** property including clothing, keys, credit cards, employee ID, tools, equipment, and other items of value prior to the last day of employment.

9.1.3. Job Abandonment

The **employer** may consider employees who are absent from work without approved leave for a period of three consecutive work days to have abandoned their position and, thus, to have resigned. The employer is required to follow due process procedures for termination if the employee has completed their introductory period.

9.1.4. Final Paycheck

The **employer** shall issue a paycheck by the next payday following the effective date of resignation if sufficient notice was given by the employee and may issue a paycheck sooner when the employee resigns in good standing. Whenever an **employer** discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable on the next regular payday. (If the employer is private, they are governed by NRS 608 which requires payment to be made immediately.)

9.2. Layoff

The **employer** may lay off employees because of lack of work, lack of funds, material change in duties or organization; or in the interests of economy, efficiency; or for other appropriate causes, as determined by the **employer**.

An employee hired for a project of limited duration (e.g., grant funded) will not be afforded rights relative to layoff at the end of the funding period unless, at the time of hire, the **employer** elected to grant layoff rights to the employee.

The order of layoff among employees in the same class within a department will be as follows: employees serving an introductory period will be considered first, and then all other employees will be considered.

9.2.1. Alternatives to Layoff

Whenever a layoff is anticipated, the **employer** will notify employees whose jobs may be affected by the situation and explain all available

options to them. The **employer** will make reasonable efforts to integrate affected employees into other available positions. The **employer** may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay.

9.2.2. Order of Layoffs

In deciding which employees shall be laid off and which retained, the **employer** shall consider job-related factors such as job knowledge, skill, and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the layoff; attendance, safety, and disciplinary records; performance evaluations with the **employer**; and efficiency of operations. Where two employees are equally qualified based on the application of these factors, the **employer** shall retain the employee with the most time served since the current hire date.

9.2.3. Designation of Employees to be Laid Off

In the event of a layoff, an Elected Official or Department Head shall provide the Human Resource Director with a list designating the class, position, and names of employees to be laid off. The Elected Official or Department Head shall be responsible for providing the rationale for selecting particular employees within the same job class for layoff. The Human Resource Director shall review the list for conformance to **employer** policy.

9.2.4. Layoff Notice

Upon confirmation of the layoff list, the Human Resource Director shall provide each affected employee with a written notice of layoff. Such written notice of the layoff shall either be delivered in person or mailed to the affected employees at least 14 days prior to the expected date of layoff.

9.2.5. Reinstatement

Persons who have been laid off shall be placed on one or more reinstatement lists. All employees laid off from positions in the same class shall be placed on a single reinstatement list without regard to department. A laid-off employee may request and receive placement on a reinstatement list for any job class in which s/he previously held post-introductory status. When a vacancy occurs in the same job class for which a reinstatement list exists, the Elected Official or Department Head shall fill the vacancy using the appropriate reinstatement list.

9.2.6. Reinstatement Process

The most recently laid-off employee on the applicable reinstatement list who is qualified for the position and is willing to accept employment in the class and department where a vacancy exists shall be reinstated. The Elected Official or Department Head may select the most appropriately qualified employee based upon the same considerations described under *Section 9.2.2., Order of Layoffs*. An employee reinstated to a position in the same class and department as held prior to the layoff will not be

required to serve an additional introductory period, provided the required introductory period had been served prior to layoff.

9.2.7. *Duration of Reinstatement List*

The names of persons laid off shall be maintained on a reinstatement list for one year from the date of layoff. Persons on this list who are hired in positions in the same or (should they apply for and be selected for a vacancy) higher class from which they were laid off shall, upon such hire, be removed from the reinstatement list. An employee who refuses reinstatement to the same position from which the layoff occurred shall be removed from the reinstatement list. Persons reinstated to a position in a lower class from which they were laid off or called to work as a casual worker shall remain on the reinstatement list for the designated period of time the reinstatement is active.

9.3. *Related Forms:*

- Employee Separation Check

10. PERFORMANCE MANAGEMENT

10.1. Sheriff's Office Provision

This policy does not apply to employees of the sheriff's office. The Sheriff will enact and maintain such policy. Refer to departmental policy or applicable collective bargaining agreement.

10.2. Statement

The **employer's** performance management system is designed to be a formal, objective, consistent, and ongoing process to assess the on-the-job effectiveness of each employee by communicating to the employee his/her status and the objectives and standards of performance which s/he is expected to achieve. The **employer** views performance management as an ongoing process that focuses on the future and continued improvement.

10.2.1. Purpose

The performance management process exists to ensure timely and periodic two-way communication between employees and supervisors regarding job performance. The process is designed to:

1. Clarify the **employer's** goals and link them to performance expectations.
2. Assist employees in reaching their full potential by identifying training needs and developing specific plans for continual improvement.
3. Identify and document performance achievements and deficiencies.
4. Provide ongoing opportunities for supervisors to coach and encourage personal development and improved job performance.

10.2.2. Ongoing Communication Regarding Performance

It is the policy of the **employer** and the responsibility of each supervisor to routinely provide employees with accurate, constructive feedback regarding job performance expectations, accomplishments, deficiencies, and opportunities for growth. Recognizing that periodic formal performance evaluations cannot take the place of ongoing communication and feedback, the **employer** encourages frequent, ongoing discussions of job performance and expectations between employees and supervisors. Performance evaluations, whether formal or informal, do not create a contract or other right to continued employment.

10.2.3. Frequency of Performance Evaluations

Formal performance evaluations are to be conducted a minimum of once a year. Additionally, Elected Official, Department Head or Supervisors may conduct formal evaluations at the following times:

1. For new employees, no later than five (5) months after initial hire and at 11 months after hire.
2. Six months following transfer to a new position within the same class.

3. When there is a significant change (either improvement or deterioration) in performance or behavior affecting the job.
4. Within three months following an evaluation documenting that the employee's performance needs substantial improvement. (The employer encourages frequent, ongoing meetings between the employee and supervisor.)
5. At any other more frequent interval as the supervisor deems appropriate. In addition, informal performance communications (feedback) should occur routinely and regularly throughout an evaluation cycle.

10.2.4. Written Record

Performance evaluations should not be considered as discipline. Elected Official, Department Head or Supervisors will conduct evaluations in a private meeting with the employee. Formal evaluations will be in writing, utilizing the approved performance evaluation form. All information on the form shall be consistent with information communicated verbally during the performance evaluation meeting with the employee. Employees will be allowed an opportunity to comment on the evaluation, sign the form, and receive a copy. A copy of the evaluation, along with any written comments by the employee, will be placed in the employee's personnel file.

10.2.5. Personnel Actions Resulting from Performance Evaluations

Personnel actions, whether positive or adverse, are based on an assessment of the overall performance and behavior of the employee, rather than on a single performance evaluation.

Substandard performance or violation of a policy or procedure which necessitates disciplinary action is not part of the performance evaluation process and will be addressed as provided in *Section 11 Disciplinary Actions and Appeals* of these policies.

10.2.6. Employee Involvement

The employer strongly encourages employee participation in the performance evaluation process. Opportunities for participation include the following:

1. Elected Official, Department Head or Supervisors providing employees with an opportunity to present a self-evaluation which the supervisor may then consider prior to and discuss during the evaluation meeting.
2. Discussions between the Elected Official, Department Head or Supervisors and the employee for the purpose of establishing performance expectations or goals for the next evaluation period.
3. If requested by the employee, a discussion with the next level supervisor to review any disagreements over a performance evaluation.

10.3. Procedure

10.3.1. Steps in the Performance Evaluation Process

As part of the performance evaluation process, Elected Official, Department Head or Supervisors will:

1. Establish and communicate a written performance plan at the beginning of the evaluation period which states expectations the employee must meet.
2. Review notes taken on the employee's performance since the last formal evaluation and the employee's self-evaluation, if provided.
3. Complete a performance evaluation form comparing the employee's actual performance with the established performance expectations and standards.
4. Schedule a meeting with the employee.
5. During the evaluation meeting:
 - a. Use specific examples to provide a candid, objective, constructive, and complete description of how the employee performed during the evaluation period. Discuss both the "what's" and "how's" of the employee's performance, strategies for improvement, and the employee's own goals for personal growth.
 - b. Jointly establish new performance expectations and goals for the next performance evaluation period.
 - c. Obtain appropriate signatures and employee comments.
 - d. Review any areas of disagreement. If the employee does not agree with all or part of the performance evaluation, s/he should be referred to the next level manager or to the process in their collective bargaining agreement.

Continue to monitor performance, providing feedback, as well as coaching and counseling, throughout the evaluation cycle.

10.3.2. Documentation of Performance Evaluations

Elected Official, Department Head or Supervisors must use the employer's approved performance evaluation form and ensure that the completed and signed form becomes a permanent record in the employee's personnel file.

10.4. Related Forms

- Employee Performance Review E-Form
- Let's T.A.L.K. Preparation Form
- SMART Goals Form

11. DISCIPLINARY ACTIONS AND APPEALS

11.1. Sheriff's Office Provision

This policy does not apply to employees of the sheriff's office. The Sheriff will enact and maintain such policy. Refer to departmental policy or applicable collective bargaining agreement.

11.2. Discipline and Appeal

11.2.1. Justification for Discipline

Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

1. Conduct unbecoming an employee in the **employer's** service, or discourteous treatment of members of the public or a fellow employee, or any other act of omission or commission that impacts negatively on the public's perception of the integrity or credibility of the **employer** or erodes the public confidence in the **employer**.
2. Falsification of or making a material omission on forms, records, or reports including applications, time cards, and other **employer** records.
3. Absence from work without permission or without notification to an appropriate supervisor, i.e., regular, habitual absence or tardiness, or misuse of sick leave.
4. Unauthorized possession, removal, or use of the **employer's** property including, but not limited to, funds, records, keys, confidential information of any kind, equipment, supplies, or any other materials.
5. Insubordination, refusing to follow directions, or other disrespectful conduct directed toward a supervisor/manager.
6. Sexual harassment or other prohibited behavior directed toward another employee, member of the public, vendor, or anyone doing business with the **employer**, or anyone present on premises owned or controlled by the **employer**.
7. Actual or threatened physical violence including, but not limited to, intimidation, overt or subtle threats, harassment, stalking, or any form of coercion, except as may be required of a peace officer in the course of his/her duties.
8. Possession or inappropriate use of drugs or alcohol on property owned or controlled by the **employer** or while on duty or during an on-call status.
9. Possession, bringing, or aiding others in bringing unauthorized firearms, weapons, hazardous biological material or chemicals, or other dangerous substances onto property owned or controlled by the **employer**.

10. Violation of safety or health policies or practices, or engaging in conduct that creates a safety or health hazard to other employees, the public, vendors, or him/herself.
11. Dishonesty, including intentionally or negligently providing false information, intentionally falsifying records, employment applications, or other documents.
12. Willfully or intentionally violating or failing to comply with the **employer's** policies, rules, regulations, and/or procedures.
13. Unsatisfactory work performance.

11.2.2. Forms of Disciplinary Action

Disciplinary action includes, but is not limited to, one or more of the following:

1. Verbal warning (document time, date, and subject)
2. Written reprimand
3. Suspension *(See Below)
4. Pay reduction
5. Demotion
6. Termination (Reference: Section 11.1.4. Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Areas)

Employees' signed copies of the above items 1-6 must be placed in employees' master personnel file, and a copy provided to employees.

*Note: Exempt employees are subject to the following rules regarding disciplinary pay deductions and unpaid suspensions:

a. Pay deductions may only be made in cases of violations of safety rules of major significance, including those rules related to the prevention of serious danger in the workplace or to other employees. An example would be violating a rule that prohibits smoking around flammable material. Deductions can be made in any amount.

b. Unpaid suspensions may be imposed for infractions of workplace conduct rules, such as rules prohibiting sexual harassment, workplace violence, drug or alcohol use, or for violating state or federal laws. The suspension must be for serious misconduct, not for performance issues. Suspensions must be in full-day increments.

c. Suspensions for performance issues must be made in full-week increments and must be imposed pursuant to a written policy applicable to all employees.

11.2.3. Due Process

Prior to taking disciplinary action involving suspension, reduction in pay, demotion, or termination against any regular employee, the **employer** will take action intended to ensure that the employee is afforded due

process. Due process in regard to employment-related disciplinary action includes, among other actions, making certain the employee is provided notice of the reason for the disciplinary action and is given the opportunity to provide a response to the proposed disciplinary action prior to an appropriate supervisor making a final decision regarding the disciplinary action.

1. Written Notice

In situations where the proposed disciplinary action involves a suspension, a reduction in pay, a demotion, and/or termination, written notice of the proposed disciplinary action will be hand-delivered or sent certified mail to the employee. The notice will include the following information:

1. The nature of the disciplinary action proposed;
2. The effective date of the proposed disciplinary action;
3. A statement of the proposed disciplinary action with documentation, statements, and/or other evidence supporting the proposed disciplinary action;
4. A statement advising the employee of his/her right to file a written response, or to submit a written request for a pre-disciplinary conference with the Elected Official or Department Head within five work days of receipt of the notice of proposed disciplinary action; and
5. A statement that the employee's failure to file a written response or request a pre-disciplinary conference in a timely manner, or to appear at the pre-disciplinary conference after requesting such, will constitute a forfeiture of the employee's rights to any further appeal. (Reference: Section 11.1.4. Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns)

2. Employee Review

If the employee requests, s/he will be given the opportunity, as soon as practical, to review the documents or other evidence, if any (except for confidential and privileged documents), on which the proposed disciplinary action is based. If the employee requests, the **employer** will provide a copy of the documents used to support the proposed disciplinary action, including names of witnesses.

3. Conference Prior to Implementation

When the employee requests a conference after receipt of the proposed disciplinary process, but prior to any disciplinary action being imposed, the Elected Official or Department Head will schedule a meeting with the employee and his/her representative (if the employee requests a representative be present) in a timely manner to review the reason for and basis of the proposed disciplinary action. At this conference, the **employer** will also provide the employee with an opportunity to present relevant information which may impact the nature or severity of the proposed disciplinary action.

4. Implementation of Discipline

No later than five work days from receipt of the employee's written response or conclusion of the pre-disciplinary conference, the Elected Official or Department Head will issue a written decision to the affected employee. The written decision will inform the employee that:

1. The proposed disciplinary action will be implemented; or
2. The proposed disciplinary action will be modified, with an explanation; or
3. The proposed disciplinary action is rescinded, with an explanation.

5. Appeal

1. The affected employee may appeal the disciplinary action to the Executive Director by filing a written appeal with the Human Resources Director within five work days of the effective date of the disciplinary action. The written appeal must state the basis of the appeal and contain a specific admission or denial of each of the material statements in the decision. If an employee fails to file a written appeal conforming to these requirements within the prescribed time limit, s/he is deemed to have waived the right to appeal. (Reference: Section 11.1.4. Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns)
2. After an employee has submitted a timely appeal to the Human Resources Director the Executive Director will set a date for a disciplinary appeal hearing. At such hearing, the employee will have the right to be represented by an attorney or other representative retained by the employee, to present evidence and argument in response to the disciplinary action, and to question and cross-examine adverse witnesses. The hearing may be conducted informally without conforming to the formal rules of evidence and such informality of the hearing process shall not invalidate the decision rendered. The Executive Director will issue to the parties a decision following such hearing within five work days.
3. The affected employee may appeal the disciplinary action to the County Board of Commissioners by filing a written appeal with the Human Resources Director within five work days of the effective date of the disciplinary action. The written appeal must state the basis of the appeal and contain a specific admission or denial of each of the material statements in the decision. If an employee fails to file a written appeal conforming to these requirements within the prescribed time limit, s/he is deemed to have waived the right to appeal. (Reference: Section 11.1.4. Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns)

4. After an employee has submitted a timely appeal to the Human Resources Director the Executive Director will set a date for a disciplinary appeal hearing by the Commission. At such hearing, the employee will have the right to be represented by an attorney or other representative retained by the employee, to present evidence and argument in response to the disciplinary action, and to question and cross-examine adverse witnesses. The hearing may be conducted informally without conforming to the formal rules of evidence and such informality of the hearing process shall not invalidate the decision rendered. The Board of Commissioners will issue to the parties a decision following such hearing within five work days.
5. The decision of the Board of Commissioners is final and may only be appealed as provided for in a collective bargaining agreement or as provided under NRS 245.065.

11.2.4. Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns and Unincorporated Towns

NRS 245.065 provide for a public hearing for a dismissed employee who has been employed for 12 months or more. Such dismissed employee is not required to utilize an established pre-disciplinary conference and appeal process before requesting a public hearing. The employee must request in writing a public hearing within 30 days of receipt of written notification of dismissal. The public hearing will occur within 15 days of receipt of such request.

11.2.5 Administrative Leave During Disciplinary Proceeding

By notifying the employee in writing, the employer may place an employee on administrative leave, with or without pay pending an investigation of alleged misconduct or performance deficiencies, prior to opening a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The notice of administrative leave will include a statement that the leave is not a disciplinary action. An employee placed on administrative leave without pay who is later reinstated without disciplinary action being imposed will be reimbursed for any pay lost during the administrative leave.

11.3. Related Forms:

- Intent to Discipline Form
- Verbal Written Warning Form
- Written Reprimand Form
- Sample Last Chance Agreement – Performance and Behavior
- Sample Last Chance Agreement – Drugs and Alcohol

12. DISPUTE RESOLUTION

12.1. Sheriff's Office Provision

This policy does not apply to employees of the sheriff's office. The Sheriff will enact and maintain such policy. Refer to departmental policy or applicable collective bargaining agreement.

12.2. Definition of Dispute

Subject to the exclusions listed below, a dispute is any disagreement between the **employer** and an employee pertaining to the application of the **employer's** personnel policies, or an allegation by an employee that the **employer** has failed to provide a condition of employment established by the **employer's** compensation plan. The term "**dispute**," as used here, shall exclude the following:

1. Disciplinary action.
2. Complaints for which the employer provides an alternate dispute resolution process.
3. Any impasse or dispute in collective bargaining negotiations.
4. Any matter within the scope of representation for employees in a recognized bargaining unit.
5. Any matter which may be or has been governed under an applicable collective bargaining agreement.
6. Termination of an introductory employee.
7. Termination of an at-will employee.

12.3. No Retaliation

The **employer** shall not restrain, coerce, retaliate, interfere with, or discriminate against any employee based on the employee's use of the dispute resolution process.

12.4. Time Limits

The time limits set forth herein are essential to the dispute resolution process and shall be strictly observed. The time limits may be extended by written agreement, signed by the employee and the employer.

2. If, at any stage of the dispute resolution process, the employee is dissatisfied with the decision rendered, the employee shall be responsible for submitting the dispute to the next designated level within the delineated time limits. If the employee fails to submit the dispute to the next designated level within the time limits imposed, the dispute resolution process shall be considered terminated, the dispute shall be considered settled on the basis of the last decision, and the dispute shall not qualify for further appeal or reconsideration.
3. If the appropriate employer representative fails to respond within the time limits specified, the employee has the right to proceed to the next step within the prescribed time limits. Any such failure by an **employer** representative shall not constitute an admission of the validity of the dispute.

12.5. Dispute Resolution Process

12.5.1. Step 1. Discussion with Immediate Supervisor

1. The employee shall first discuss the dispute informally with the immediate supervisor. The discussion shall be held within 10 work days of the action causing the dispute or of the date the action reasonably could have been expected to be known to the employee. In no event shall any dispute be accepted for consideration more than six months from the date of the initial occurrence causing the dispute, regardless of the date the action became known to the employee.
2. The immediate supervisor shall verbally respond to the employee within 10 work days of the informal discussion between the employee and supervisor. Additionally, the immediate supervisor must document the verbal response.

12.5.2. Step 2. Formal Written Notice of Dispute

1. In the event the employee believes the dispute has not been satisfactorily resolved at Step 1, the employee may submit the dispute, in writing, to the Elected Official or Department Head within five work days after receipt of the immediate supervisor's verbal response. The employee shall file one copy with the Elected Official or Department Head and the Human Resources Director. If the written notice of dispute is not presented within the time limits provided herein, it shall be waived. The written notice of dispute shall:
 - a. Fully describe the dispute and how the employee was adversely affected.
 - b. Set forth the section(s) of the written policy or rule allegedly violated and state the specific nature of the violation.
 - c. Indicate the date(s) of the incident(s).
 - d. Specify the remedy or solution to the dispute sought by the employee.
 - e. Identify the employee and be signed by the employee.
 - f. Identify the person, if any, chosen by the employee to be his/her representative.
2. No modifications in the alleged basic violation shall be made subsequent to the filing of a dispute, unless mutually agreed to by both the **employer** and the employee. However, corrections in citations can be made at any time by the employee or the employee's representative.
3. The Elected Official or Department Head and Human Resources Director shall meet with the employee to discuss the dispute and shall deliver a written decision to the employee within ten (10) work days of the meeting outlining the reasons behind the decision.
4. Any dispute resolved at this step shall be subject to the review and confirmation of the Executive Director before the resolution is effective. Such review will occur within fourteen work days and the confirmation shall be final and binding.

12.6. Related Forms: NONE

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13. DEFINITION OF TERMS

The terms used in these policies shall have the meanings defined below:

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Use: The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

Allocation: The assignment of a single position to its proper classification on the basis of the duties performed and responsibility assigned.

Administrative Leave: Authorized leave for administrative purposes, such as for conducting an investigation which may be with or without pay, at the option of the employer.

Anniversary Date: The date the employee is hired as defined below, promoted or reclassified upward or downward. This is the date an employee becomes eligible for consideration for a salary increase. The anniversary date may be adjusted as specifically provided elsewhere in the personnel policies. (Note special provisions regarding military leave.)

Applicant: A person, including a current employee who is applying for any position with the employer. (May also be referred to as the candidate)

At-will: Employment status wherein the employee may be terminated at any time, with or without cause. An employee in an at-will status has neither a property right nor an expectation of continued employment with the employer and is not covered by the provisions of the discipline, layoff, or dispute resolution sections of these personnel policies.

Board: The governing body of the employer.

Casual Worker/Helper: An employee hired on an as-needed basis, either as a replacement for permanent employees who are out on short and long-term absences or to meet employer's additional staffing needs during peak business periods.

Class Series: Two or more classes which are similar as to the fundamental type of work, but which differ as to degree of responsibility and difficulty, and which have been arrayed in a progression of levels of responsibility and complexity of duties.

Class Specification: A description of the essential characteristics of a job class, and the factors and conditions that make it unique from other classes, described in terms of duties, responsibilities, and qualifications.

Contraband: Any item such as illegal drugs, drug paraphernalia, or other related items whose possession is prohibited by this policy.

Conflicting Employment: Outside employment that interferes with the employee's ability to perform his/her assigned job.

Conviction: A finding of guilt, including a plea of no contest or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug or alcohol statutes.

Covered Active Duty:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

Covered Servicemember:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious illness or injury; or
- A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious illness or injury and who was a member of the Armed Forces (including National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Date of Hire/Hire Date: The actual date an employee first renders paid service in a regular position.

Day: Calendar days unless work days are specified.

Demotion: Involuntary movement of an employee from one job class to another job class having a lower maximum base rate of pay, as a result of disciplinary action.

Department Head/Department Manager: An elected official or appointed official who is directly responsible to the Executive Director, the Board of Commissioners or to the electorate, for overall administration of an office or department of the employer.

Disability-Related Inquiry: A question or series of questions likely to elicit information about a disability. Generally, disability-related inquiries are not allowed during the hiring process. Examples of disability-related inquiries not permitted include:

- Asking whether the employee/applicant currently or has ever had a disability, how s/he became disabled, or inquiring about the nature or severity of an employee's/applicant's disability;
- Asking an employee/applicant a broad question about his/her impairments that is likely to elicit information about a disability;
- Asking an employee/applicant whether s/he is currently taking any prescription drugs or medication; and
- Asking about an employee's/applicant's genetic information.
- Asking about an employee's/applicant's prior workers' compensation history.
- Asking an employee's/applicant's coworker, family member, doctor, or other person about the employee's/applicant's disability.

Discharge: Termination, separation, dismissal, or removal from employment for cause.

Discipline: A suspension (generally without pay), involuntary demotion, reduction in pay, discharge, or written reprimand or verbal warning.

Discrimination: Employment decisions or actions which are inappropriately taken because of the applicant's or employee's race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard, or union activity.

Dispute: Unresolved work-related problems identified by an employee or group of employees pertaining to work-related issues. Disputes may not be related to disciplinary action.

Domestic Partner: Persons who are registered as domestic partners with the state of Nevada per NRS 122A.200.

Drug Test: A blood or urine test that includes specimen collection and testing by a Department of Health and Human Services (DHHS)-certified laboratory. Both a screening test and a confirmation test must be used to establish a positive test result.

Eligible List: A list of names of persons who have satisfactorily completed an examination for a position and have qualified; also includes **Reinstatement List** (see below). A list of names of persons who have been laid off and are available for reinstatement.

Employee: A person employed in a budgeted position on a full- or part-time basis. For purposes of those sections of these policies covering discipline, hiring, layoff, and dispute resolution, the term employee **excludes** elected officials, department heads and casual/temporary/seasonal workers.

Regular Full-time Employee: A person who has successfully completed an initial introductory period in a regular budgeted position with a normally scheduled workweek of at least 40 hours.

Regular Part-Time Employee: A person who has successfully completed an initial introductory period in a regular budgeted position which requires at least 20 hours per week, but less than full-time employment.

Introductory Employee: A person who serves in an at-will status for a specified period of time during which s/he is evaluated by the **employer** to ensure that s/he has demonstrated fitness for a position by actually performing the duties of the position.

Exempt Employee: An employee who is exempt from the overtime provisions of the Fair Labor Standards Act. (Such determination is made on the basis of duties and responsibilities performed and the method of pay compensation.)

Non-Exempt Employee: An employee who is subject to the overtime provisions of the Fair Labor Standards Act.

Employer Premises: An employer property and facilities, the surrounding grounds and parking lots, leased space, employer motor-driven equipment/vehicles, offices, desks, cabinets, closets, etc.

Equal Employment Opportunity (EEO) Officer: The staff member assigned the responsibility and authority to receive, investigate, and resolve complaints of alleged discrimination/harassment. This individual also has the responsibility to provide training to the **employer** and assure appropriate notices are posted.

Essential Function: A fundamental job duty of the position held or desired. A function is essential if the job exists to perform that function, a limited number of other employees are available to perform the function, or the function requires special skill or expertise. (Marginal functions associated with any job should not be considered essential functions.)

Examination Test: Any measure, combination of measures, or procedures used as a basis for any employment decision. Examinations include the full range of assessment techniques from traditional paper and pencil tests, performance tests, assessment centers, introductory periods, and evaluation of physical, educational, and work experience qualifications through informal interviews and scored application forms. **Open** examinations are open to all applicants, internal and external. **Promotional** examinations are open only to selected categories of employees of the **employer**.

Full-Time: Work which requires hours of work as established by the **employer** as full-time. A full-time employee is regularly scheduled to work a normal work week of 40 hours. Note: For the purpose of determining eligibility for benefits and layoff, collective bargaining agreements may provide alternate definitions of full-time.

Grade: The designation of a salary range for a class.

Illegal Drugs: Any controlled substance or drug which is illegal to sell, possess, cultivate, transfer, use, purchase, or distribute. Illegal drugs include prescription drugs not legally obtained and/or prescription drugs not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed.

Immediate Family: Shall be defined as; an employee's spouse, parents (including step), 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.

Introductory Period: A trial or working test period which is an integral part of the examination and selection process during which an employee serves in an at-will status and is required to demonstrate fitness for the position for which s/he was hired by actually performing the duties of the position.

Layoff: A separation from the employer's service because of a shortage of funds, lack of work, abolishment of a position, reorganization, or for other reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

Leave Without Pay: Authorized leave in a non-paid status.

Legal Drugs: Prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, combination, and quantity for which they were prescribed or manufactured.

Manager: An employee, or an elected official who has been authorized to select, train, schedule, and evaluate the work of other employees, and make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head.

Medical Examination: A procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual's physical or mental impairments or health. Medical examinations include, but are not limited to:

- Vision tests conducted and analyzed by an ophthalmologist or optometrist;
- Blood, urine, and breath analysis for alcohol use;
- Blood pressure screening and cholesterol testing; nerve conduction tests;
- Range-of-motion tests that measure muscle strength and motor function;
- Pulmonary function tests;
- Psychological tests designed to identify a mental disorder or impairment; and
- Diagnostic procedures such as x-rays, CAT scans, and MRI's.

Personnel Action: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or any other action affecting an employee's employment status.

Position: A group of duties and responsibilities requiring the ongoing services of one or more employees, which is listed in the authorized position list contained in the currently approved employer's budget or established by formal action of the Board of County Commissioners

Positive Drug or Alcohol Test: Any detectable level of drugs or its metabolite (in excess of trace amounts attributable to secondary exposure) in an employee's urine, blood or hair. With respect to alcohol, a blood alcohol concentration of 0.02 or higher constitutes a positive test.

Promotion: The movement of an employee from one class to another class having a higher maximum base rate of pay, usually as a result of some type of examination.

Rate of Pay: An employee's salary as shown in the employer's compensation plan.

Reallocation: A change in the classification and pay grade of a class to a higher or lower pay grade.

Reclassification: The change of a position to a different job class which results from changes in duties and responsibilities.

Reduction in Pay: Disciplinary action by an **employer** moving an employee to a lower pay level in the same class and same pay grade.

Regular Position: An authorized position which appears in the authorized position list contained in the **employer's** budget documents or its amendments approved by the Board of County Commissioners (Normally a regular position consists of duties which must be performed at least 20 hours per week on a regular, year-round basis.)

Reinstatement: The restoration of a laid-off employee or an employee rejected during a promotional introductory period to a position in a class in which the employee formerly served as a regular employee.

Reinstatement List: A list of names of persons who have been laid off and are available for reinstatement (rehire without examination).

Reprimand: A written notice to an employee stating specific performance or behavioral deficiencies and the improvements in behavior and performance which the employee must make, and that further disciplinary action will follow if the employee does not make the required improvements. (A performance evaluation form shall not be considered a reprimand.)

Resignation: A notice by an employee that s/he intends to separate from the **employer's** service. The **employer** may require that resignation be in writing.

Salary Range: The minimum and maximum salary set for each classification, grade, or level as designated by the position compensation plans. (Also see Grade.)

Seasonal Employee: See Casual Worker.

Step: A specific rate of pay within the salary range established for a class. (Also see Rate of Pay.)

Substance Abuse Professional (SAP): A licensed physician, or a licensed or certified psychologist, social worker, case assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

Supervisor: An employee, or an elected official who has been authorized to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head or manager.

Suspension: The temporary separation from service, with or without pay, of an employee for disciplinary reasons or pending investigation of an employee's conduct.

Temporary Employee: See Casual Worker.

Transfer: A lateral change of an employee from one position to another position in the same class or to a different class in the same salary range.

Warning: Verbal notice or counseling of an employee specifying required changes in work performance or on-the-job behavior.

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 5

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding Lander County Master Plan and revisions/updates to the current master plan and other matters properly related thereto.

Public comment.

Background:

Commissioner Dave Mason requested discussion of the Lander County Master Plan be put on the Commission agenda for discussion.

The current Lander County Master Plan was adopted by the Commission during the regular meeting held October 28, 2010, through passage of Resolution 2010-14, A Resolution Amending the Lander County Master Plan by Adopting the 2010 Lander County Master Plan. However, the implementation phase of the adoption process, (which was part of the action taken by the Commission during the October 28, 2010 meeting, Agenda Item #5), was never carried out. The second section of the motion passed to adopt the 2010 Lander County Master Plan stated: "and develop language for a proposed ordinance to implement the Plan as a guideline for long-range planning and address the impact of the Plan on future ordinances and amendment of the Plan through the passage of future ordinances."

Recommended Action:

It is recommended that the Commission direct staff to perfect the motion passed during the October 28, 2010 meeting by carrying out the necessary tasks to fully implement the current (2010) Lander County Master Plan.

LANDER COUNTY COMMISSION MEETING

July 12, 2012

AGENDA ITEM NO. 6

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding execution of a Quitclaim Deed to transfer all of Lander County's interest in the property located in the N2 SW4, Section 6, T32N, R46E, M.D.B.&M. (portion of the Blossom Ranch) to the 26 Ranch, Inc., due to a discrepancy with a tax deed from 1938, and other matters properly related thereto.

Public comment.

Background:

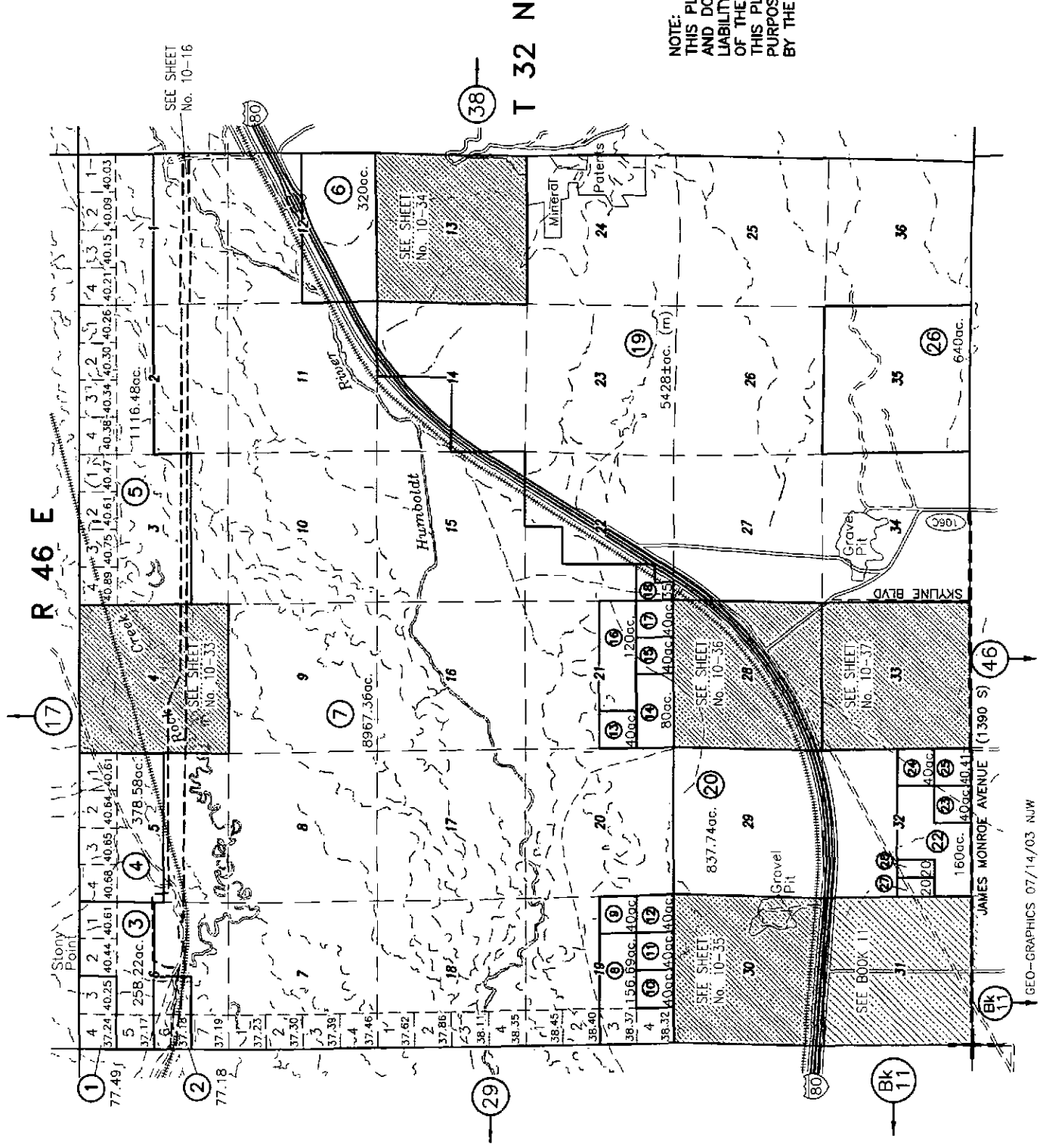
A Quitclaim Deed to transfer all of Lander County's interest in the property located in the N2 SW4, Section 6, T32N, R46E, M.D.B.&M. (portion of the Blossom Ranch) to the 26 Ranch, Inc., due to a discrepancy with a tax deed from 1938, is presented for Commission consideration.

Due to a discrepancy in a tax deed dating back to December 3, 1938, this particular parcel, which is a portion of the Blossom Ranch, is under fractional (3/10) Lander County ownership. The original fractional interest in the property, (2/10 interest), was created by Lander County Treasurer's Tax Deed dated October 16, 1936.

The petitioner, Mr. John E. Marvel, requests that the long-standing discrepancy be addressed and Lander County execute this Quitclaim Deed, transferring the fractional interest in this parcel to 26 Ranch, Inc. 26 Ranch, Inc., or predecessors in interest, have paid all taxes on the property and have been in exclusive possession of the property over the past 70 years.

Recommended Action:

It is recommended that the Commission correct the 1938 tax deed discrepancy by executing a Quitclaim Deed to transfer all of Lander County's interest in the property, located in the N2 SW4, Section 6, T32N, R46E, M.D.B.&M. (portion of the Blossom Ranch) to the 26 Ranch, Inc.



NOTE:
THIS PLAT IS FOR ASSESSMENT USE ONLY,
AND DOES NOT REPRESENT A SURVEY. NO
LIABILITY IS ASSUMED AS TO THE ACCURACY
OF THE DATA DELINEATED HEREON. USE OF
THIS PLAT FOR OTHER THAN ASSESSMENT
PURPOSES IS FORBIDDEN UNLESS APPROVED
BY THE DEPT. OF TAXATION.

MARVEL & KUMP, LTD.

John E. Marvel, Esq.
(775)738-9881

Dustin J. Marvel, Esq.
(775)738-9882

ATTORNEYS AT LAW
217 Idaho Street
P. O. Box 2645
Elko, NV 89803

Jeffrey J. Kump, Esq.
(775)777-1204

Facsimile (775)738-0187

June 19, 2012

Gene Etcheverry, Executive Director
315 South Humboldt Street
Battle Mountain, Nevada 89820

RECEIVED

JUN 21 2012

COUNTY COMMISSION

Re: 26 Ranch Inc. - Lander County, Nevada
Quitclaim Deed

Dear Gene:

In reference to our recent telephone conversation, this letter is in regard to Lander County's fractional property interest in the real property (portion of the Blossom Ranch) held by 26 Ranch Inc., a Colorado corporation. As evidenced by the preliminary title report prepared by Stewart Title Guaranty Company, the pertinent portion of which is enclosed herewith, Lander County holds an interest in the property more particularly described as follows:

TOWNSHIP 32 NORTH, RANGE 46 EAST, M.D.B.&M.

Section 6: N1/2SW1/4

EXCEPTING THEREFROM all those portions of said land conveyed to the Central Pacific Railway Company and the Western Pacific Railway Company, by deeds recorded in Book 50, Pages 5, 8 and 11, in Book 51, Page 557 and 633, Deed Records, Lander County, Nevada.

(hereinafter referred to as the "Property")

Review of the records of the Office of the Recorder of Lander County, Nevada, has revealed that Lander County acquired its fractional interest in the Property by Tax Deed, dated October 16, 1936, which Deed conveyed to Lander County a 2/10 interest in the Property; and, by Treasurer's Deed, dated December 3, 1938, granting a 3/10 interest in the Property.

Notwithstanding the foregoing, 26 Ranch Inc., acquired its interest in the Property as a result of a Special Warranty Deed from Western States Minerals Corporation, a Utah corporation, which Deed was recorded on September 17, 1993, in Book 398, Page 734, in the office of the Recorder of Lander County, Nevada, as File No. 185813. Furthermore, 26 Ranch Inc., and its predecessors in

6

Gene Etcheverry, Executive Director
26 Ranch Inc. - Lander County, Nevada

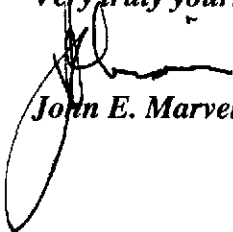
June 19, 2012
Page 2

interest, have paid all taxes of every kind levied or assessed upon the Property, and have been in actual and exclusive possession of the Property for the past seventy (70) years.

Therefore, we are asking that the Board of Commissioners of Lander County favorably consider and approve our request for a transfer of all of Lander County's interest in the subject property and execute, as appropriate, the enclosed Quitclaim Deed. Upon approval and execution of the same, please return the Quitclaim Deed to our office in the self-addressed, stamped envelope enclosed. We will have it properly recorded.

Your time and attention to this matter is greatly appreciated. If you have any questions or concerns whatsoever, please feel free to contact me at any time. Thank you for your assistance.

Very truly yours,


John E. Marvel

JEM/DJM

Enclosures

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, A Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown on Schedule A.

Countersigned by:

A handwritten signature in black ink, appearing to be "Kurt CD", written over a horizontal line.

Authorized Countersignature

Stewart Title of Nevada Holdings, Inc.-
Northeastern Division



A handwritten signature in black ink, appearing to be "Stewart M. ...", written over a horizontal line.

Senior Chairman of the Board

A handwritten signature in black ink, appearing to be "Malcolm Morris", written over a horizontal line.

Chairman of the Board

A handwritten signature in black ink, appearing to be "Michael ...", written over a horizontal line.

President

CONDITIONS

Order Number: 1042884-21

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for any only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No.: 1042884-21

1. Effective Date: at 7:30 a.m.

2. Policy or Policies To Be Issued:
(a) A.L.T.A. Owner's

Amount of Insurance

(b) A.L.T.A. Loan

\$4,500,000.00

Rabo AgriFinance

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A fee

4. Title to said land is at the effective date hereof vested in:

PARCEL 1:

THE UNITED STATES OF AMERICA

PARCEL 2:

JAMES A.BLOSSOM, W. T. JENKINS CO., a Nevada corporation, and LANDER COUNTY, as their respective interests may appear

PARCELS 3 THROUGH 9:

26 RANCH INC., a Colorado corporation

5. The land referred to in this Commitment is described as follows:

The land referred to herein is situated in the State of Nevada, County of Elko, Eureka, Lander and Humboldt, described as follows:

PARCEL 1:

TOWNSHIP 38 NORTH, RANGE 48 EAST, M.D.B.&M. (Elko County)

Section 16: SW1/4NW1/4; NW1/4SW1/4;

ALTA Commitment (6/17/06)

Section 18: SW1/4NW1/4; N1/2SW1/4; S1/2SE1/4;
Section 19: E1/2NE1/4;
Section 20: W1/2NW1/4;

TOWNSHIP 36 NORTH, RANGE 46 EAST, M.D.B.&M. (Elko County)

Section 18: NE1/4NE1/4;

PARCEL 2:)

TOWNSHIP 32 NORTH, RANGE 46 EAST, M.D.B.&M. (Lander County)

Section 6: N1/2SW1/4;

EXCEPTING THEREFROM all those portions of said land conveyed to the Central Pacific Railway Company and the Western Pacific Railway Company, by deeds recorded in Book 50, Pages 5, 8 and 11, in Book 51, Page 557 and 633, Deed Records, Lander County, Nevada.

PARCEL 3:

TOWNSHIP 35 NORTH, RANGE 45 EAST, M.D.B.&M. (Lander County)

Section 10: E1/2SW1/4; SE1/4;

EXCEPTING THEREFROM all the oil and gas lying in and under said lands as reserved in Patent from the United States of America, recorded January 14, 1971, in Book 102, Page 24, Official Records, Lander County, Nevada.

PARCEL 4:

TOWNSHIP 37 NORTH, RANGE 49 EAST, M.D.B.&M. (Elko County)

Section 25: N1/2NE1/4; S1/2SE1/4; NE1/4NW1/4; SE1/4SW1/4;
Section 35: E1/2NE1/4;
Section 36: N1/2NE1/4; NW1/4NW1/4;

TOWNSHIP 37 NORTH, RANGE 50 EAST, M.D.B.&M. (Elko County)

Section 18: SW1/4SE1/4;
Section 19: NE1/4NE1/4;
Section 20: NW1/4NW1/4;
Section 28: N1/2SE1/4; N1/2NW1/4;
Section 29: N1/2N1/2;
Section 30: NW1/4NE1/4; N1/2NW1/4;
Section 31: S1/2N1/2;
Section 32: NW1/4;

EXCEPTING THEREFROM one-half of all oil, gas, gasoline, and other hydro-carbon substances and minerals of every kind and nature lying in and under said land, as reserved in deed from Horseshoe Cattle Company, a Nevada Corporation, recorded September 19, 1955, in Book 68, Page 304, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM one-eighth (1/8) of all oil, gas, gasoline and other hydrocarbon substances and minerals of every kind and nature lying in and under said land

When Recorded Return To:

Marvel & Kump, Ltd.

P.O. Box 2645

Elko, Nevada 89801

Mail Tax Statements To:

26 Ranch, Inc.

1546 Cole Blvd. Suite 270

Lakewood, Colorado 80401

APN: 010-320-02

QUITCLAIM DEED

THIS INDENTURE is made and entered into effective as of this ____ day of _____, 2012, by and between the BOARD OF COMMISSIONERS OF LANDER COUNTY, NEVADA, a political subdivision of the State of Nevada ("GRANTOR"), and 26 RANCH INC., a Colorado corporation ("GRANTEE").

W I T N E S S E T H

That the GRANTOR, for good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does by these presents remise, release and quitclaim forever unto the said GRANTEE and to its successors and assigns forever, all that certain real property situate in the County of Lander, State of Nevada, more particularly described as follows:

TOWNSHIP 32 NORTH, RANGE 46 EAST, M.D.B.&M.

Section 6: N1/2SW1/4

EXCEPTING THEREFROM all those portions of said land conveyed to the Central Pacific Railway Company and the Western Pacific Railway Company, by deeds recorded in Book 50, Pages 5, 8 and 11, in Book 51, Page 557 and 633, Deed Records, Lander County, Nevada.

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights, and rights of way of record.

TOGETHER WITH all improvements situate thereon.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the GRANTEE, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has executed this conveyance the day and year first above written.

GRANTOR:

Board of Commissioners of
Lander County, Nevada.

ATTEST:

By: _____
SADIE SULLIVAN
Lander County Clerk

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____
ANGIE M. ELQUIST, ESQ.
District Attorney

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Presentation and discussion for possible action regarding severe drought conditions and possible measures, management prescriptions and decisions forthcoming from the Bureau of Land Management (BLM), Battle Mountain District and other matters properly related thereto.

Public comment.

Background:

Mr. Doug Furtado, District Manager, Bureau of Land Management (BLM) Battle Mountain District, will make a presentation to the Commission regarding the severe drought conditions in our county and advise of possible measures, management prescriptions and/or decisions that may come forward out of the Battle Mountain District BLM Office to address these conditions.

This presentation is in compliance with the provisions of the Code of Federal Regulations (CFR) and the "Lander County Policy Plan for Federally-Administered Lands" requiring communication and collaboration between the federal land management agencies and the Lander County Board of Commissioners.

Recommended Action:

No specific recommendation for action by the Commission is being made on this item.

Drought and Drought Response Actions by the Battle Mountain District

Regardless of weather or climatic fluctuations, the Bureau of Land Management (BLM) must manage public land resources in a sustainable manner to achieve and maintain long-term productivity and rangeland health. (*NV H-1730-1 RESOURCE MANAGEMENT DURING DROUGHT, 2011*).

Drought has been defined as, "(1) A prolonged chronic shortage of water, as compared to the norm, often associated with high temperatures and winds during spring, summer, and fall. (2) A period without precipitation during which the soil water content is reduced to such an extent that plants suffer from lack of water." (Bedell 1998). Specific impacts depend on drought severity but often include:

- Increased death loss of wildlife, wild horses and burros and livestock
- Increased number and severity of fires
- Decreased vigor and production of plants
- Degradation of fish and wildlife habitat
- Lack of forage and drinking water
- Increased wind and water erosion of soils
- Damage to plant species

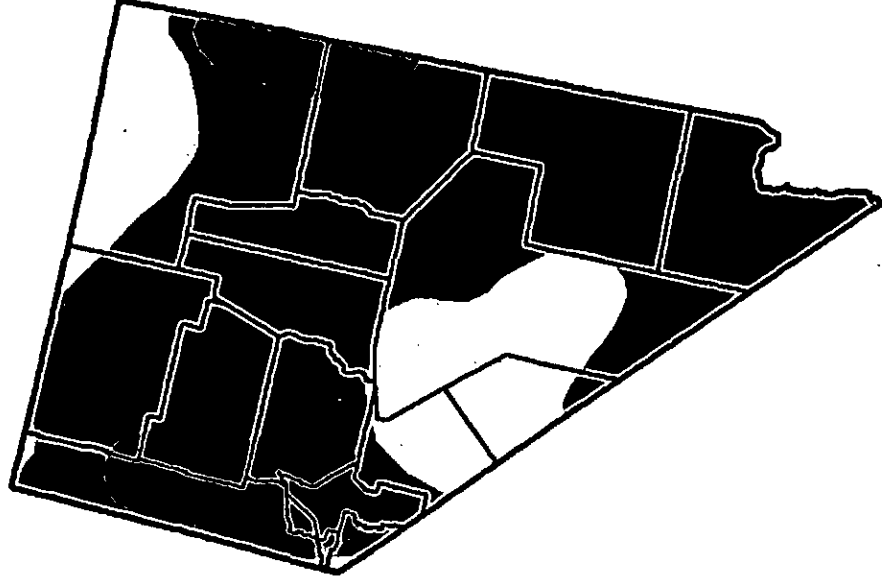
Currently, the entire Battle Mountain District (BMD) is being affected by severe drought conditions. From Battle Mountain to Beatty our specialists and seasonal staff are monitoring upland range conditions, riparian habitats, wild horse and burro (WHB) Herd Management Areas (HMA) and are inventorying/characterizing available water sources specifically in allotments or areas where the US Drought Monitor reports critical drought conditions. What we are finding on-the-ground validates that drought conditions are specifically impacting the health and vigor of upland rangeland vegetation, including understory native grasses/forbs, and the lack of precipitation (rain/snow) is affecting surface water retention in riparian areas and in-turn the health and vigor of scarce riparian vegetation. The priorities established by the District Manager for drought monitoring are 1. HMAs (water, forage and body condition), 2. Riparian and wetland areas within sage grouse preliminary priority habitat/preliminary general habitat (PPH/PGH), 3. Sage grouse habitat in PPH/PGH and 4. Areas where the public or other stakeholders have identified as being severely adversely affected by drought and grazing use.

The BMD anticipated the potential for drought conditions to exist months ago which lead to the initiation and completion of a BMD Drought Management Plan and Environmental Assessment (EA). This EA analyzed the effects of drought conditions and cumulative impacts drought might have on various resources managed by the BMD. In the EA, Drought Response Triggers (Triggers) were identified as the best mechanism to identify thresholds associated with two specific resources, forage and water, that indicate the need for site-specific drought response. The water Trigger is based on the presence or absence of available water for wild horses. Forage Triggers are intended to ensuring proper utilization levels of upland and riparian key species, as described in the Ecological Site Description associated with the a specific range/riparian site. In response to what the Triggers indicate, Drought Response Actions (DRAs affecting livestock or WHB) would be implemented either separately or in combination upon reaching the established thresholds. Due to the differing nature and capabilities for management of livestock and WHB, drought response actions would be selected based on site-specific information. In areas where livestock and WHB use overlaps, both livestock and WHB DRAs would be implemented concurrently, as practicable. DRAs analyzed in the EA for both livestock and WHB include: Temporary Partial Closure of an Allotment(s), Temporary Complete Closure of an Allotment(s), Temporary Partial Reduction in Animal Unit Months (AUMs), Temporary Change in Season of Use, Temporary water hauls, Temporary fencing of critical areas, Wild horse and burro removal (bait or water trapping) to name a few.

U.S. Drought Monitor

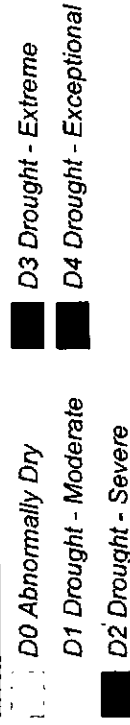
Nevada

July 3, 2012
Valid 7 a.m. EST



	Drought Conditions (Percent Area)					
	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	97.54	78.81	11.98	0.00
Last Week (06/26/2012 map)	0.00	100.00	97.13	78.80	11.98	0.00
3 Months Ago (04/03/2012 map)	0.13	99.87	93.43	51.31	0.00	0.00
Start of Calendar Year (12/27/2011 map)	25.74	74.26	4.90	0.00	0.00	0.00
Start of Water Year (09/27/2011 map)	89.92	10.08	0.00	0.00	0.00	0.00
One Year Ago (06/28/2011 map)	97.61	2.39	0.00	0.00	0.00	0.00

Intensity:

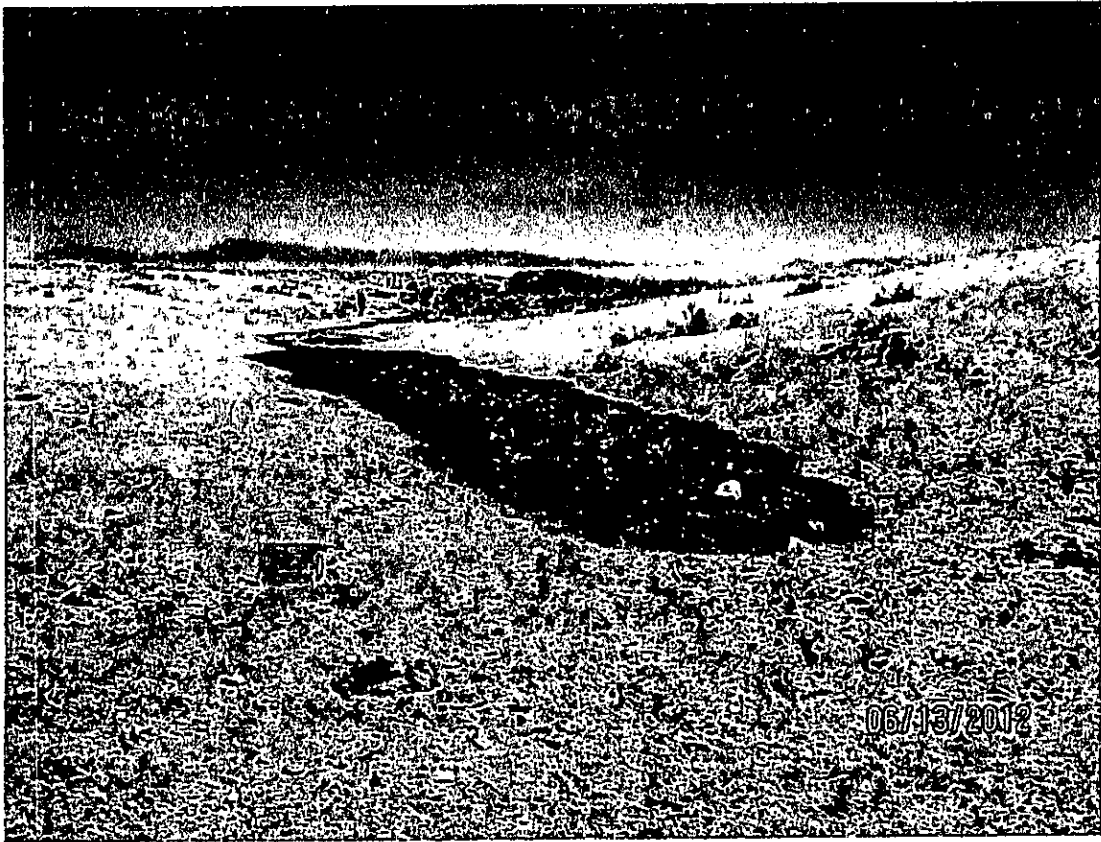


The Drought Monitor focuses on broad-scale conditions.
Local conditions may vary. See accompanying text summary
for forecast statements.

<http://droughtmonitor.unl.edu>



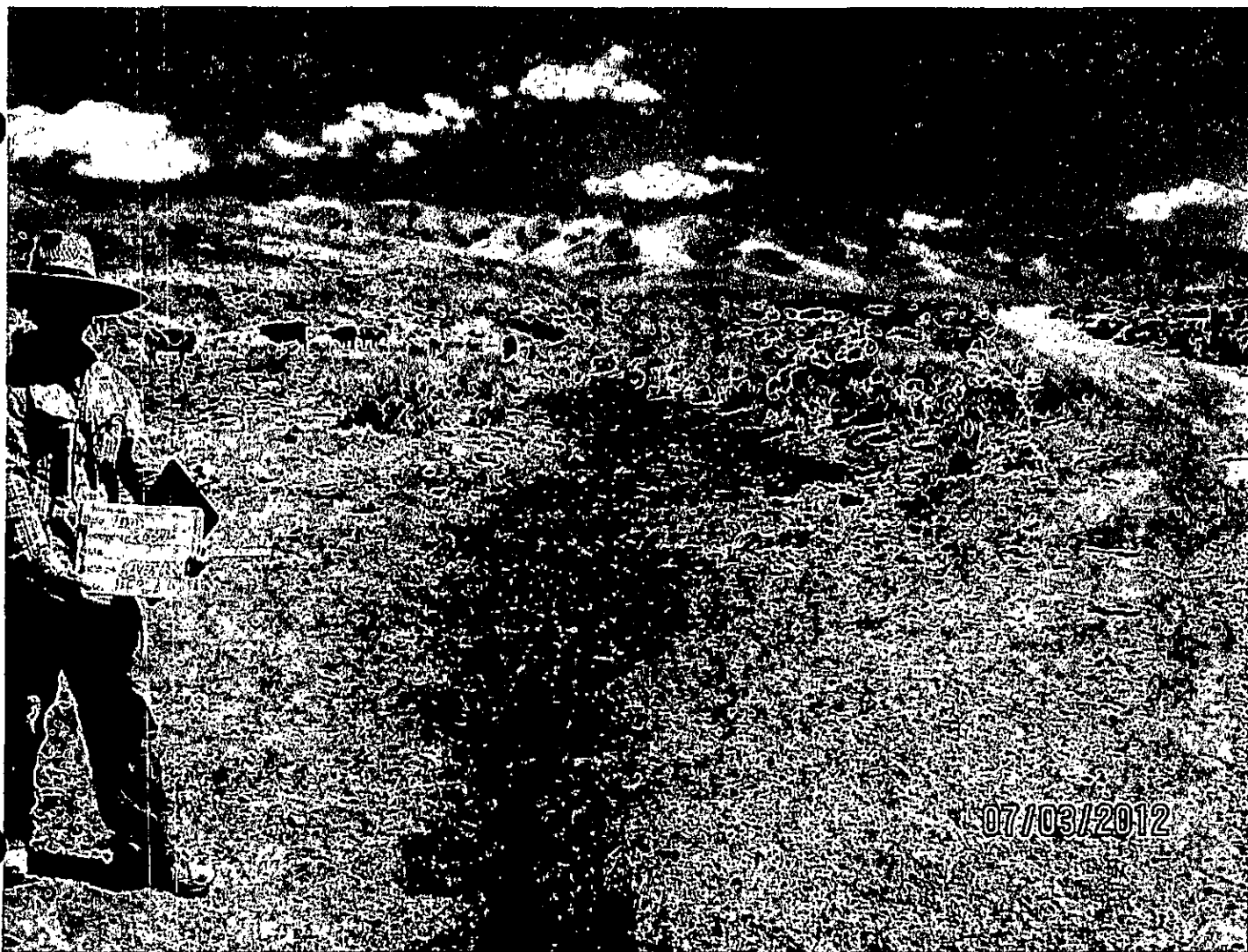
Released Thursday, July 5, 2012
Rich Tinker, Climate Prediction Center/NOAA



Big George Springs: Gilbert Creek Allotment, 30 cattle were seen at site. Dense patch of willows to the right of person is within an enclosure.



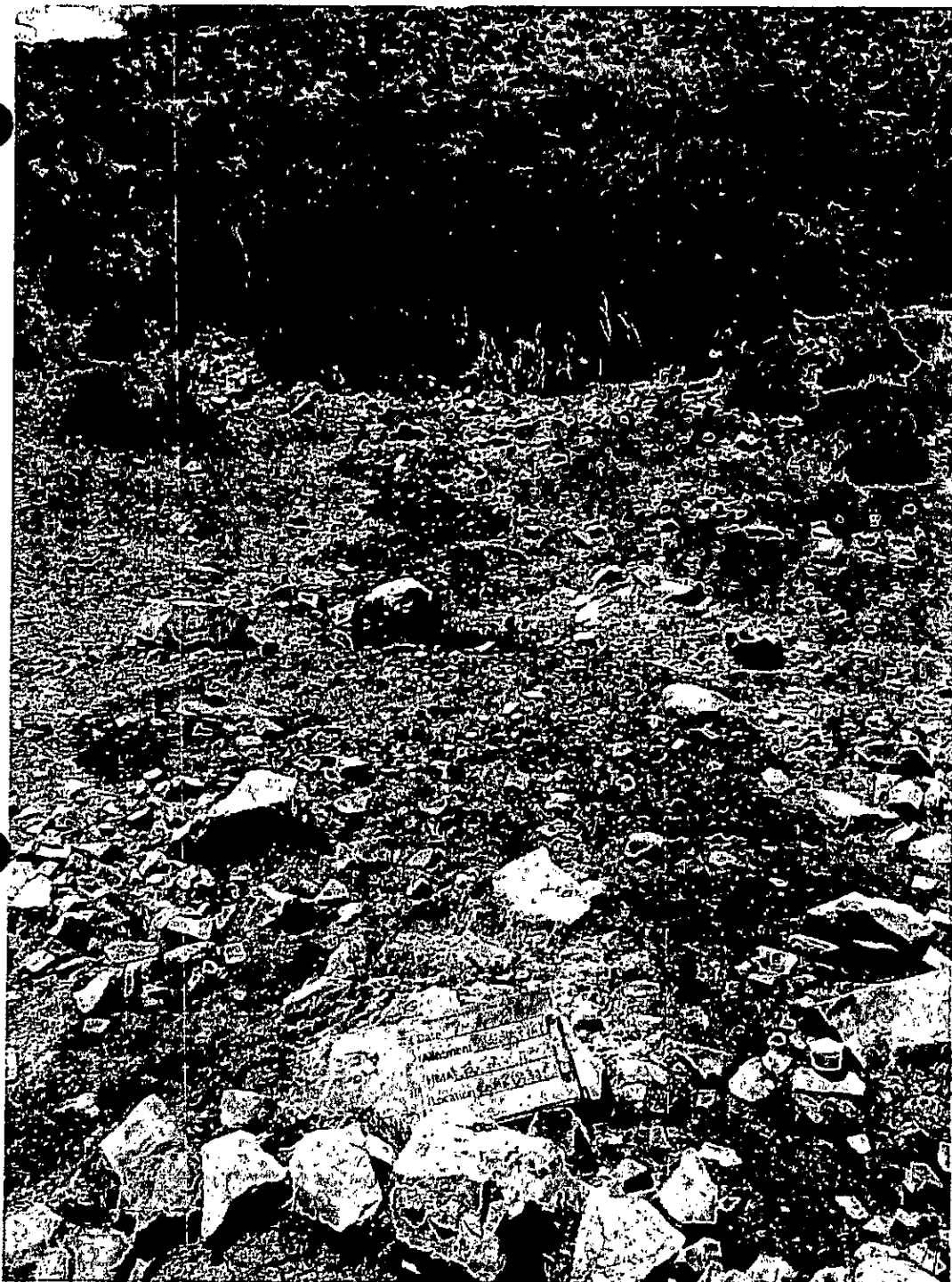
Big George Spring: Dense patch of willows within enclosure. Note veg. vigor within enclosure.



Slaven Creek: Stop 1



Representative Bottlebrush squirreltail. Note the severely stunted growth.



Garden Spring on the East side of Manhattan Mountain. Three wild horses were seen here.



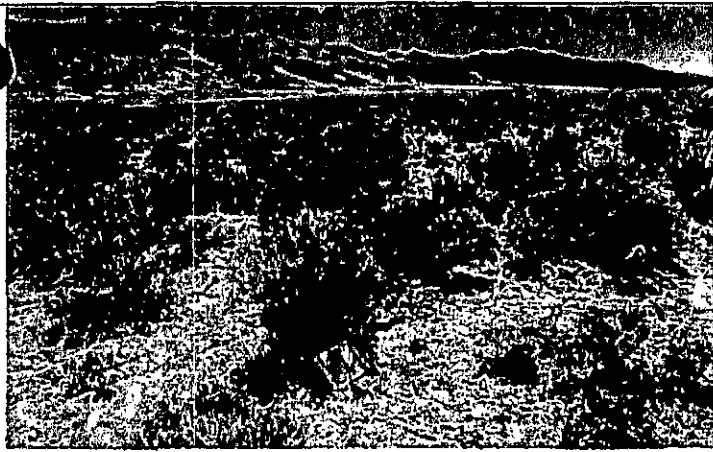
AG-07: A KMA at the mouth of Slaven Canyon. Looking north to the Argenta Rim.



Water haul at the head of Three Mile Canyon(16).



Severe use of Elderberry (17).



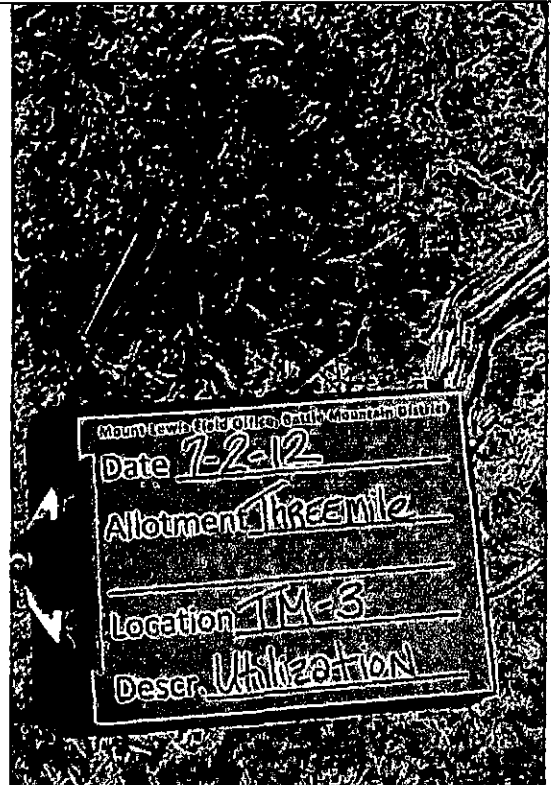
TM-3 Overview



TM-3 Overview



Example of condition and utilization of Indian Ricegrass.
Low production and vigor.

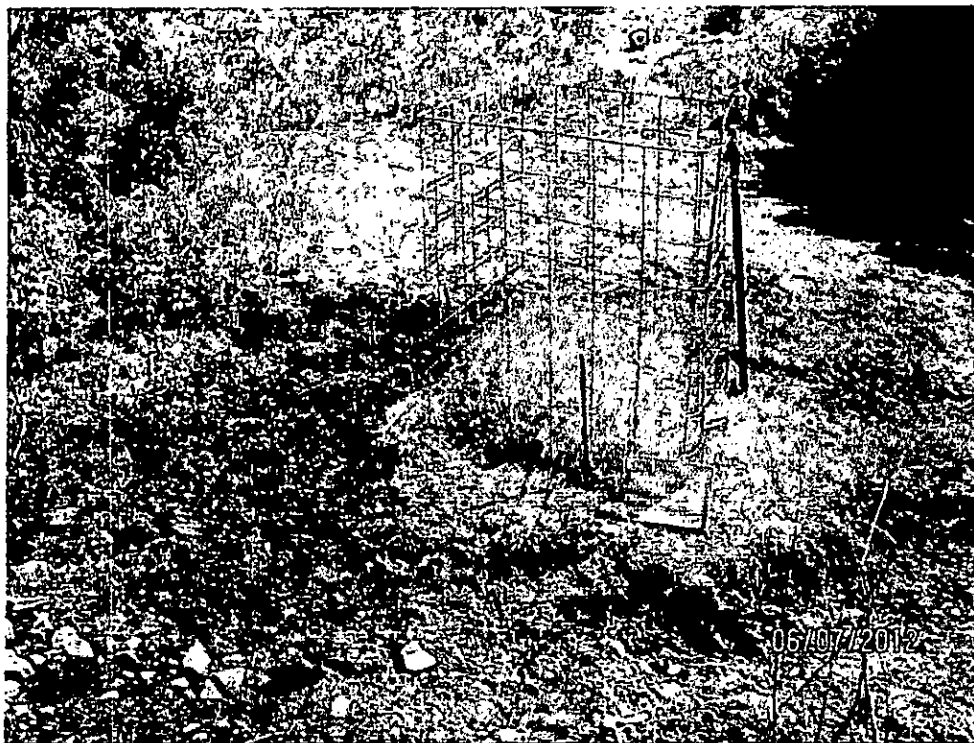


Example of condition and utilization of Indian Ricegrass.
Low production and vigor.

Walters Canyon

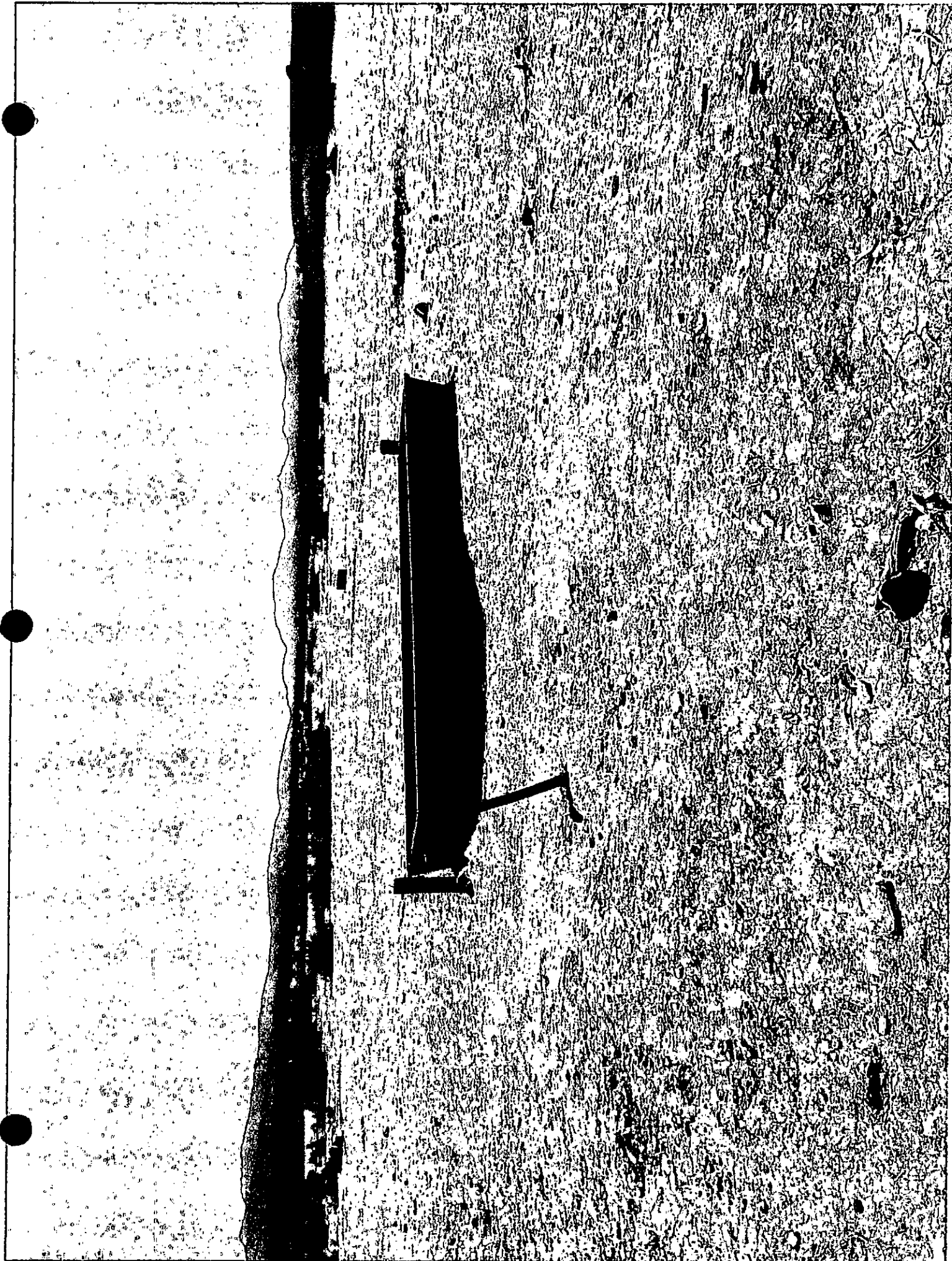


Spring 50- Looking downstream from source with wet meadows to the left and right.



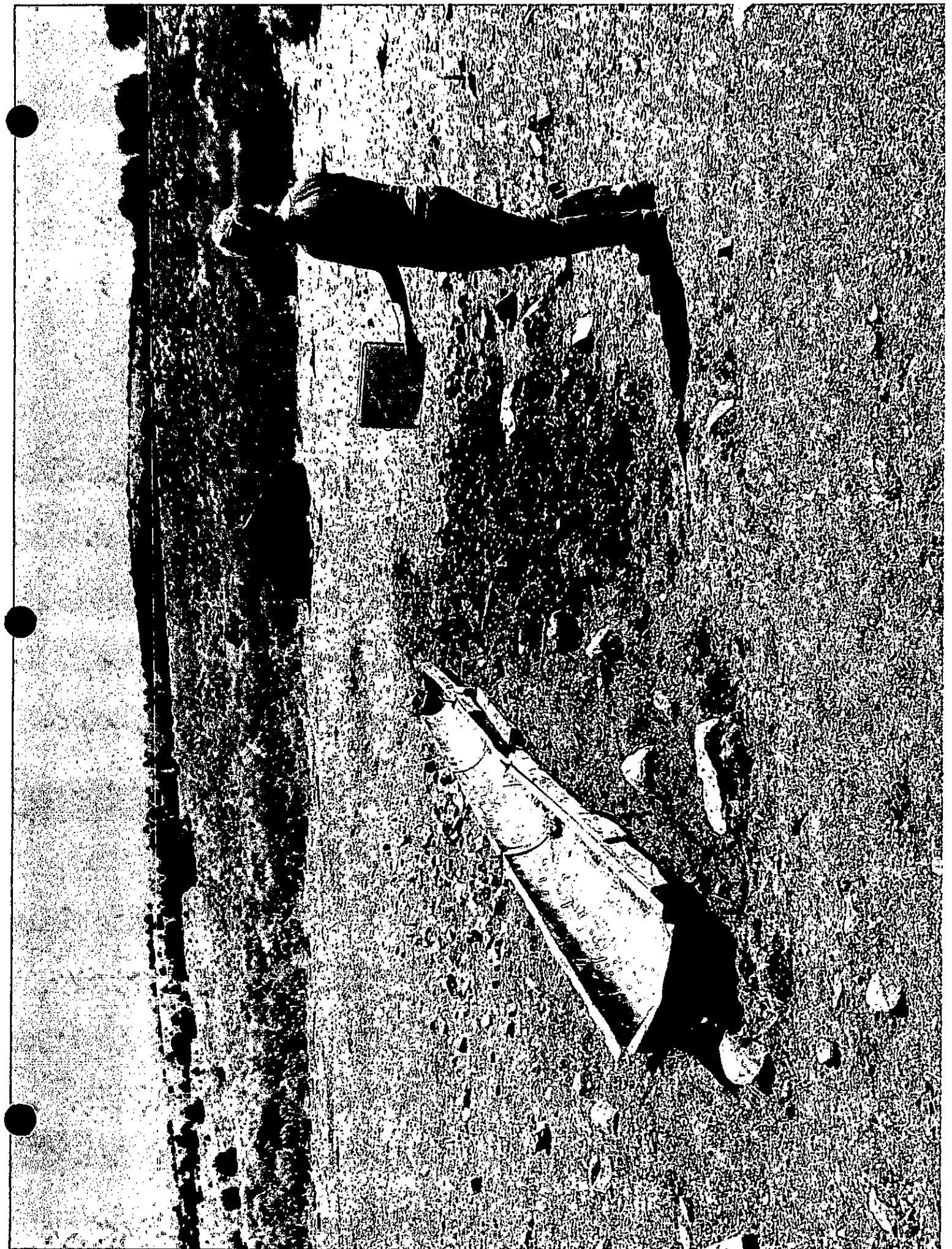
Spring 50- Looking south at wet meadow 50' downstream of source



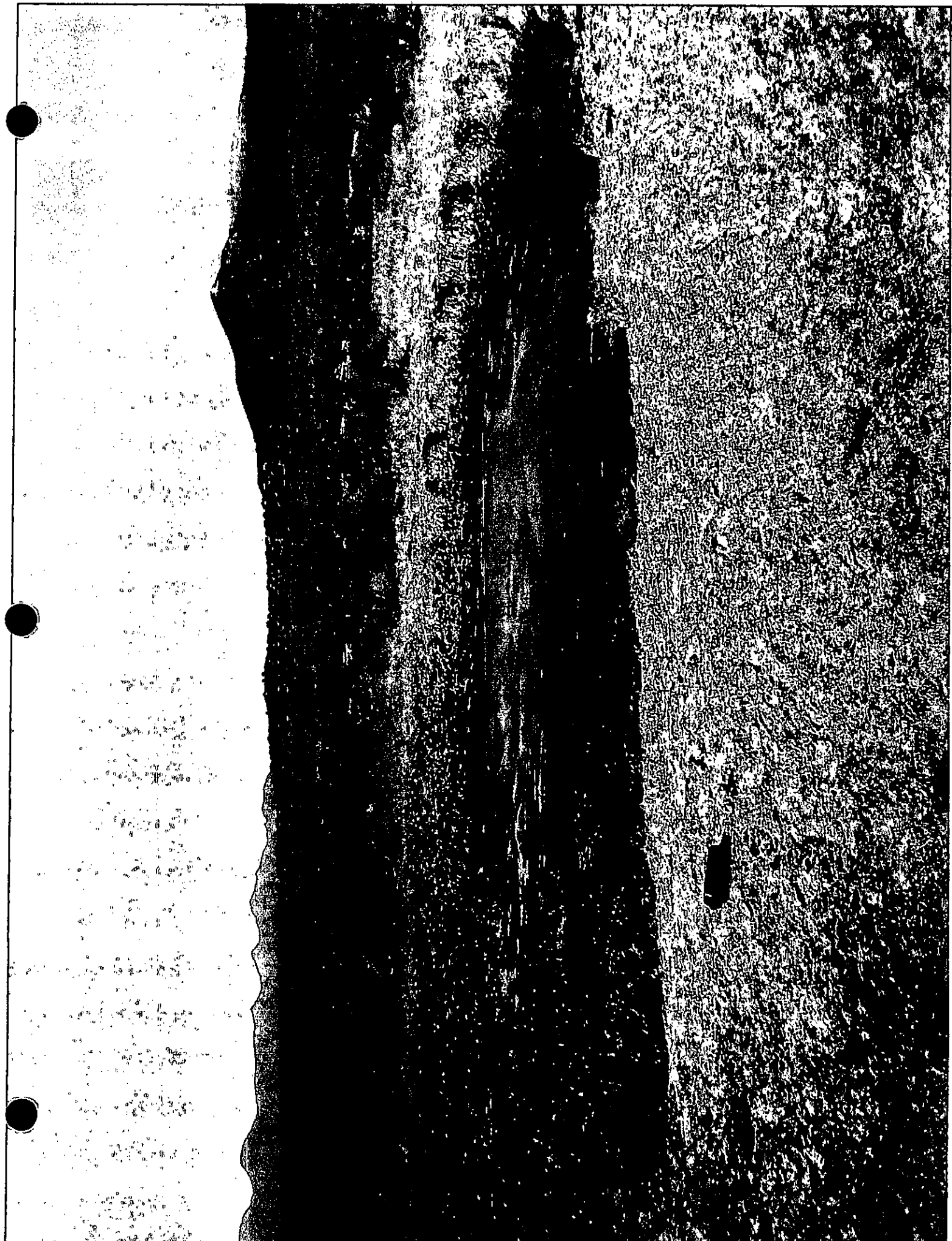


FLINT WATER









LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval of the Public Works Department's job description for the Executive Secretary position and other matters properly related thereto.

Public comment.

Background:

The Public Works Department's job description for the Executive Secretary position is presented for Commission consideration.

Lander County Human Resources Director Soveida Robinson and Lander County Public Works Foreman Jacob Edgar will address the Commission on this issue.

Recommended Action:

It is recommended that the Commission approve the updated Public Works Department job description for the Executive Secretary position.

LANDER COUNTY
Job Description
EXECUTIVE SECRETARY
Office of Water & Sewer Department

Grade: 20
Classification: Executive Secretary
Position: Full Time
Probationary Status: 6 Months
Position Status: FLSA Non-Exempt

DEFINITION: Under direction, performs a variety of secretarial assignments and administrative support services for the Office of the Water & Sewer Department. Will have responsibility for billing, balancing and follow-up of Battle Mountain water and sewer and landfill services.

DISTINGUISHING CHARACTERISTICS: Position is assigned to the Public Works Foreman and performs duties assigned by the Public Works Foreman. Independently plans and carries out work assignments in accordance with established policies and procedures but consults the Public Works Foreman when unusual situations arise, both to seek guidance and to alert him to the situation.

EXAMPLES OF DUTIES: The duties listed below are examples of the work typically assigned/performed by employees in this class. An employee may be assigned duties that are not listed below but which are reasonably related to this classification.

1. Open of office at beginning of work day and close of office at end of work day.
2. Inventory and ordering of office supplies.
3. Generate and mail of monthly water and sewer, ambulance and landfill billings.
4. Balancing of accounts receivable and payable monthly.
5. Answer phone and takes messages.
6. Take customer complaints and directs them to crew or Superintendent.
7. Type letters, memos and other office documents as required.
8. Assist with budget preparation.
9. Proficiency in computer programs; Word and Excel.
10. Work alone with minimal supervision.

ESSENTIAL FUNCTIONS OF THE JOB:

1. Must be knowledgeable of English grammar, spelling, and arithmetic.
2. Must be able to file in a standard five-drawer filing cabinet.
3. Must be able to use a typewriter/computer/10-key calculator.
4. Must have the skill to communicate with employees in other work units and with other people outside the organization.
5. Must be able to understand and carry out oral and written instructions.

6. Must be able to lift, kneel or bend to lift binders of computer paper or large books onto racks above head.
7. Must be able to sit for long periods of time at a desk and computer console.
8. Must be able to lift 50 pounds.

MINIMUM QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability: Knowledge of billing techniques; ordering techniques; office procedures, office machines; file organization, English grammar, spelling, and arithmetic, computer skills with expertise in Word and Excel. Ability to perform tasks with distractions or interference; understand verbal communication given by a supervisor, the public, or other employees; speak clearly communicating with employees, supervisor, members of the public or other organizations; read understand reports, letter or other written material; write a memo, report or letter clearly and concisely; file and locate documents within and alphabetical/numerical filing system; operate office equipment, including computer, copy machine, and typewriter; learn new computer programs with minimal instruction; pass pre-employment physical examination.

Experience and Training: High school diploma or any combination of experience, education, and training that demonstrates possession of required knowledge, skills, and abilities.

License(s)/Certificate(s): Possession of a current Nevada driver's license.

Post Job Offer Physical Examination: A post job offer physical examination is required.

PHYSICAL DEMANDS: Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Dexterity and coordination to handle files and single pieces of paper, occasional lifting of item weighing up to fifty pounds, files stacks of paper, reference and other materials. Moving from place to place within the office, some reaching for items above and below desk level.

WORKING CONDITIONS: Generally clean work environment with limited exposure to conditions of dust. Work is inside with thermo-controlled heating and air conditioning. Could be subject to loud mechanical noises and fumes.

DRUG SCREEN: A pre-employment drug screen is required.

Date Approved/Amended: July 12, 2012

EXECUTIVE SECRETARY

Page 3 of 3

Nothing in this job description creates any contractual relationship between Lander County and Applicant/Employee. Lander County is an equal opportunity employer. Lander County is a drug free work place.

A copy of this job description was received by

this _____ day of _____, 20_____.

Signed:

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding award of bid for the Battle Mountain Racetrack Fencing Project and other matters properly related thereto.

Public comment.

Background:

The Schedule of Bids Received for the Battle Mountain Racetrack Fencing Project is presented for Commission consideration.

Lander County Public Works Foreman Jacob Edgar and Lander County Engineer Steve Brigman will present the Schedule of Bids Received and make the recommendation for award of bid. Bids received ranged from \$221,100.00 to \$140,501.16, with the lowest, responsive and responsible bidder being Tholl Fencing. The County Engineer's recommendation is to award the bid to Tholl Fencing.

Recommended Action:

Public Works Foreman Edgar and County Engineer Brigman will make a recommendation to award the bid for the Battle Mountain Racetrack Fencing Project to Tholl Fencing in the amount of \$140,501.16.



June 28, 2012

Lander County Commissioners
Lander County, Nevada
315 South Humboldt
Battle Mountain, Nevada 89820

RE: Battle Mountain Raceway Fencing Improvement Project
Recommendation of Award

Gentleman:

Shaw Engineering has reviewed the bid proposal submitted by Tholl Fence, Inc. is the apparent low bidder. Their bid amount is \$140,501.16. They have satisfactorily completed the forms associated with the bid proposal package and in the opinion of Shaw Engineering has submitted a responsive and responsible bid. Furthermore, they are qualified to perform the work with regard to licensure and experience.

Shaw Engineering therefore recommends the award of this project to Tholl Fence, Inc.

If you have any questions or comments please feel free to call anytime.

Sincerely,

Steve Brigman, P.E.
Project Engineer

20 Vine Street
Reno, Nevada
89503

Telephone:
775.
329.5559

Facsimile:
775.
329.5406

Email:
www.
shawengineering
.com

cc: Gene Etcheverry, Executive Director
Rod Smith, BM Raceway

Attachments: Receipt of Bids
Bid Tabulations

#9

BIDS RECEIVED
BATTLE MOUNTAIN RACEWAY FENCING PROJECT
WEDNESDAY JUNE 27, 2012 @ 11:00 A.M. 11:30

NO	DATE	NAME/BIDDER	BID AMOUNT	BID BOND YES/NO
1	6/24/12	Wholl Fence	140,501.14	Yes
2	6/26/12	Mtn. States Fence Company	158,636.64	Yes
3	6/26/12	Tiberti Fence Company	149,776.00	Yes
4	6/26/12	Artistic Fence Company	158,791.20	Yes
5	6/26/12	Custom Fence Co.	140,528.34	Yes
6	6/27/12	Glacier Construction Inc.	167,919.00	Yes
7	6/27/12	West Coast Contractors	221,100.00	Yes
8	6/27/12	Lamaille Fencing	213,876.08	Yes
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DATE JUNE 27, 2012
 OPENED BY:

Molly Gargely
Craig Rogers

**Butte Mountain Railway
Fencing Improvement Project
Bid Tabulations**

June 28, 2021

Item	Description	Qty	Unit	Thorn Fence 10' x 4'	Custom Fence 8'0" x 10'	Glacier Construction, Inc.	Thorn Fence Co.	Artistic Fence Co.	Mountain States Fence Co.	Lanette Fencing	West Coast Contractors								
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total								
1	4 FT Chain Link Fence	7,396	LF	\$16.69	\$123,439.24	\$16.35	\$120,924.60	\$20.75	\$153,467.00	\$17.00	\$125,732.00	\$19.20	\$142,003.20	\$19.13	\$141,485.48	\$26.54	\$196,289.84	\$27.00	\$199,692.00
2	4 FT Chain Link Fence	732	LF	\$13.00	\$9,554.92	\$13.95	\$10,211.40	\$13.50	\$9,882.00	\$17.00	\$12,444.00	\$14.00	\$10,248.00	\$15.63	\$11,413.16	\$16.82	\$12,312.24	\$22.00	\$16,104.00
3	12 ft x 6 ft Swing Gate	2	EA	\$949.00	\$1,898.00	\$1,133.76	\$2,267.52	\$550.00	\$1,100.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$735.00	\$1,470.00	\$610.00	\$1,220.00	\$577.00	\$1,154.00
4	12 ft x 4 ft Swing Gate	1	EA	\$756.00	\$756.00	\$1,099.58	\$1,099.58	\$450.00	\$450.00	\$1,200.00	\$1,200.00	\$800.00	\$800.00	\$610.00	\$610.00	\$415.00	\$415.00	\$480.00	\$480.00
5	12 ft x 4 ft Slide Gate	1	EA	\$980.00	\$980.00	\$1,268.04	\$1,268.04	\$700.00	\$700.00	\$1,400.00	\$1,400.00	\$850.00	\$850.00	\$750.00	\$750.00	\$831.00	\$831.00	\$970.00	\$970.00
6	10 ft x 6 ft Slide Gate	2	EA	\$1,144.00	\$2,288.00	\$1,675.82	\$3,351.64	\$900.00	\$1,800.00	\$1,500.00	\$3,000.00	\$850.00	\$1,700.00	\$925.00	\$1,850.00	\$960.00	\$1,920.00	\$1,100.00	\$2,200.00
7	4 ft x 6 ft Metal Gate	2	EA	\$790.00	\$1,580.00	\$782.78	\$1,565.56	\$280.00	\$560.00	\$1,500.00	\$3,000.00	\$595.00	\$1,190.00	\$515.00	\$1,030.00	\$444.00	\$888.00	\$150.00	\$300.00
Total bid					\$140,905.16		\$140,528.34		\$167,919.00		\$148,776.00		\$158,791.20		\$158,636.64		\$213,676.08		\$221,190.00

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding award of bid for the Battle Mountain Racetrack Lighting Project and other matters properly related thereto.

Public comment.

Background:

The Schedule of Bids Received for the Battle Mountain Racetrack Lighting Project is presented for Commission consideration.

Lander County Public Works Foreman Jacob Edgar and Lander County Engineer Steve Brigman will present the Schedule of Bids Received and make the recommendation for award of bid. Bids received ranged from \$595,600.00 to \$418,000.00, with the lowest, responsive and responsible bidder being Nelson Electric. The County Engineer's recommendation is to award the bid to Nelson Electric.

Recommended Action:

Public Works Foreman Edgar and County Engineer Brigman will make a recommendation to award the bid for the Battle Mountain Racetrack Lighting Project to Nelson Electric in the amount of \$418,000.00.



June 28, 2012

Lander County Commissioners
Lander County, Nevada
315 South Humboldt
Battle Mountain, Nevada 89820

RE: Battle Mountain Raceway Lighting Improvement Project
Recommendation of Award

Gentleman:

Shaw Engineering has reviewed the bid proposal submitted by Nelson Electric is the apparent low bidder. Their bid amount is \$418,000. They have satisfactorily completed the forms associated with the bid proposal package and in the opinion of Shaw Engineering has submitted a responsive and responsible bid. Furthermore, they are qualified to perform the work with regard to licensure and experience.

Shaw Engineering therefore recommends the award of this project to Nelson Electric.

If you have any questions or comments please feel free to call anytime.

Sincerely,

Steve Brigman, P.E.
Project Engineer

20 Vine Street
Reno, Nevada
89503

Telephone:
775.
329.5559

Facsimile:
775.
329.5406

Email:
www.
shawengineering
.com

cc: Gene Etcheverry, Executive Director
Rod Smith, BM Raceway

Attachments: Receipt of Bids
Bid Tabulations

10

BIDS RECEIVED
BATTLE MOUNTAIN RACEWAY LIGHTING PROJECT
WEDNESDAY JUNE 27, 2012 @ 11:00 A.M.

NO	DATE	NAME/BIDDER	BID AMOUNT	BID BOND YES/NO
1	6/27/12	Pioneer Electric, LTD	513,111.00	yes
2	6/27/12	Mc 4 Construction	595,600.00	yes
3	6/27/12	Mesquite Electric LLC	485,200.00	yes
4*	6/27/12	Mc Fadden Electric LLC	433,400.00	yes
5	6/27/12	Merit Electric Company	499,800.00	yes
6	6/27/12	Par Electrical Contractors Inc.	554,063.00	yes
7*	6/27/12	Neison Electric	418,000.00	yes
8*	6/27/12	West Coast Contractors	423,000.00	yes
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DATE JUNE 27, 2012
OPENED BY:

Molly Bongaly
Cathy Lyons

1. Bidder's Name
 2. Bidder's Address
 3. Bidder's Phone Number
 4. Bidder's Email Address
 5. Bidder's Signature
 6. Bidder's Stamp

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Installation of a new complete ON LIGHTING SYSTEM	1	LS	\$408,000	\$408,000	\$511,111	\$511,111	\$338,800	\$338,800	\$448,200	\$448,200	\$415,900	\$415,900	\$499,800	\$499,800	\$244,000	\$244,000
Total Bid				\$408,000	\$408,000	\$511,111	\$511,111	\$338,800	\$338,800	\$448,200	\$448,200	\$415,900	\$415,900	\$499,800	\$499,800	\$244,000	\$244,000

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of a change order for the Austin/Kingston Paving Project 2012 to facilitate an increased scope of work in an amount not to exceed \$365,000.00 and other matters properly related thereto.

Public comment.

Background:

Change Order #1 for the Austin/Kingston Paving Project 2012 is presented for Commission consideration.

Lander County Road and Bridge Foreman (South) Bartolo Ramos and Lander County Engineer Steve Brigman will present the Change Order to the Commission. Due to excess funding available to undertake and complete the Austin/Kingston Paving Project 2012, the scope of work for the project can be expanded. This increased scope of work will allow for up to \$365,000.00 in additional paving to be added to the current Project.

Recommended Action:

It is recommended that the Commission approve Change Order #1 for the Austin/Kingston Paving Project 2012, to facilitate an increased scope of work, in an amount not to exceed \$365,000.00.

LANDER COUNTY COMMISSION MEETING
July 12, 2012

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Correspondence/reports/potential upcoming agenda items.

Public comment.

Background:

Recommended Action:

A G E N D A

LANDER COUNTY COMMISSIONERS MEETING TOWN BOARD OF BATTLE MOUNTAIN & AUSTIN BOARD OF COUNTY HIGHWAY COMMISSIONERS

JULY 12, 2012

LANDER COUNTY COURTHOUSE
COMMISSIONERS' CHAMBER
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

- 9:00 A.M. ✓ Call to Order
✓ Pledge of Allegiance
✓ *Discussion for possible action regarding approval of Agenda Notice.
✓ *Discussion for possible action regarding approval and acceptance of Minutes of:
JUNE 28, 2012 – REGULAR SESSION

- ✓ Commissioner Reports on meetings, conferences and seminars attended.
✓ Staff Reports on meetings, conferences and seminars attended.
✓ *Discussion for possible action regarding Payment of the Bills.
✓ *Discussion for possible action regarding Payroll Change Requests.

✓ Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Board meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

FINANCE

- ✓ *(1) Discussion for possible action regarding budget review, contracts, financial update and other matters properly relating thereto.

Public comment.

- ✓ *(2) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-13, a resolution directing apportionment of net proceeds received on June 8, 2012 and other matters properly related thereto.

Public comment.

- *(3) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-14, a resolution directing apportionment of net proceeds received on June 26, 2012 and other matters properly related thereto.

Public comment.

COMMISSIONERS

- *(4) Discussion for possible action regarding the draft Lander County Policies and Procedures and other matters properly related thereto.

Public comment.

- *(5) Discussion for possible action regarding Lander County Master Plan and revisions/updates to the current master plan and other matters properly related thereto.

Public comment.

EXECUTIVE DIRECTOR

- *(6) Discussion for possible action regarding execution of a Quitclaim Deed to transfer all of Lander County's interest in the property located in the N2 SW4, Section 6, T32N, R46E, M.D.B.&M. (portion of the Blossom Ranch) to the 26 Ranch, Inc., due to a discrepancy with a tax deed from 1938, and other matters properly related thereto.

Public comment.

- *(7) Presentation and discussion for possible action regarding severe drought conditions and possible measures, management prescriptions and decisions forthcoming from the Bureau of Land Management (BLM), Battle Mountain District and other matters properly related thereto.

Public comment.

PUBLIC WORKS

- *(8) Discussion for possible action regarding approval of the Public Works Department's job description for the Executive Secretary position and other matters properly related thereto.

Public comment.

- *(9) Discussion for possible action regarding award of bid for the Battle Mountain Racetrack Fencing Project and other matters properly related thereto.

Public comment.

- *(10) Discussion for possible action regarding award of bid for the Battle Mountain Racetrack Lighting Project and other matters properly related thereto.

Public comment.

ROAD AND BRIDGE SOUTH

- ~~*(11)~~ Discussion for possible action regarding approval/disapproval of a change order for the Austin/Kingston Paving Project 2012 to facilitate an increased scope of work in an amount not to exceed \$365,000.00 and other matters properly related thereto.

Public comment.

COMMISSIONERS

- ~~*(12)~~ Correspondence/reports/potential upcoming agenda items.

Public comment.

Public Comment – For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Board meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

ADJOURN

*Denotes discussion/action item with information provided at the meeting. Action may be taken according to the "Nevada Open Meeting Law Manual" via a telephone conference call in which a quorum of the Board members is simultaneously linked to one another telephonically.

NOTE: TIMES ARE APPROXIMATE

This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Clerk in writing at the Courthouse, 315 S. Humboldt Street, Battle Mountain, Nevada 89820, or call (775) 635-5738 at least one day in advance of the meeting.

AFFIDAVIT OF POSTING

State of Nevada)
) ss.
County of Lander)

Cathy Myers, Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 6th day of July 2012, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending.

CATHY MYERS, DEPUTY CLERK

Cathy Myers

Subscribed and sworn to before me this 6th day of July 2012.

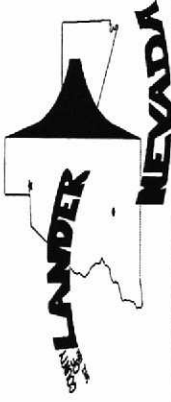
WITNESS

Mary Ann Dwyer

Payment of Bills

July 12, 2012

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Chairman	
Commissioner	
Commissioner	
Commissioner	
Commissioner	

LANDER COUNTY COMMISSION MEETING

July 12, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 160,586.16

From Check #41174 thru #41254

315 South Humboldt Street < > Battle Mountain NV 89820
Phone: (775) 635-2885 < > Fax: (775) 635-5332

Report No: PB1308
Run Date : 07/09/12

LANDER COUNTY
CHECK REGISTER 7/12/12

Page 3

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41193	ANGIE M. ELQUIST	6/26/12/CUPGRNDR/SEWER		7/12/12	70620	243.00	243.00
41194	R SUPPLY #3210	6/28/12/CARSON MTNG		7/12/12	70669	270.84	270.84
41195	GRAINGER	6/28/12/GSK MAT/SEWER		7/12/12	70622	281.40	
		6/28/12/FINISRT/SEWER		7/12/12	70622	159.80	
		6/20/12/SPRKLRTS/GLFCR		7/12/12	70622	292.50	733.70
41196	H & E EQUIPMENT SERVICES	6/21/12/FIRSTAIDKITS/PRTS		7/12/12	70623	296.74	296.74
41197	DEE HELMING	6/25/12/SEAL ASSY/R&B		7/12/12	70676	64.49	64.49
41198	HUMBOLDT PRINTERS, INC.	6/6/12/MTNG BM		7/12/12	70624	99.90	
		6/18/12/TNG BM		7/12/12	70624	99.90	199.80
41199	IN THE SWIM	6/15/12/SMCLMSFORMS/AJC		7/12/12	70625	1,565.90	1,565.90
41200	INLAND SUPPLY CO INC	6/26/12/CHEMICALS/POOL		7/12/12	70626	146.94	
		6/26/12/CHEMICALS/POOL		7/12/12	70626	311.96	458.90
41201	INTAB, INC	6/19/12/TP/PARKS		7/12/12	70627	67.45	
		6/22/12/SUPPLIES/LNDFIL		7/12/12	70627	86.64	
		6/22/12/SUPPLIES/POOL		7/12/12	70627	209.67	
		6/22/12//SUPP/		7/12/12	70627	114.98	
		6/27/12/ SUPPLIES/JUV		7/12/12	70627	136.08	
		6/29/12/SUPPLIES R&B		7/12/12	70627	132.82	747.64
41202	INTERSTATE SAFETY& SUPPLY	6/22/12/SEALS/CLERKS		7/12/12	70628	30.29	30.29
41203	IRON MOUNTAIN	6/21/12/GLOVES/A R&B		7/12/12	70629	305.67	305.67
		6/30/12 SPLIT		7/12/12	70687	37.53	
		6/30/12 SPLIT		7/12/12	70687	37.53	
		6/30/12 SPLIT		7/12/12	70687	37.53	
41204	JOHN DAVIS TRUCKING, INC.	6/28/12/ SAND/PARKS		7/12/12	70630	175.00	150.12
41205	ADOLF KIEFER & ASSOCIATES	6/21/12/LIFEGRDWEAR/POOL		7/12/12	70631	27.85	
		6/26/12/LIFEGRDWEAR/POOL		7/12/12	70631	71.90	
		6/26/12/LIFEGRDWEAR/POOL		7/12/12	70631	412.25	
		6/28/12/LIFEGRDWEAR/POOL		7/12/12	70631	111.40	623.40

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41222	NORCO, INC.	6/30/12/OXY/ BM AMBUL		7/12/12	70675	148.80	3,129.00
41223	NV PUBLIC AGENCY INS POOL	6/28/12/PREMLNDFILCLOS 6/13/12/DEDUCTIBLE/ 6/13/12/DEDUCTIBLE/ 6/13/12/DEDUCTIBLE/ 6/13/12/DEDUCTIBLE/		7/12/12	70680	29,732.00	148.80
41224	NWOP CONSULTING, INC	6/30/12/YUCCA PROJ		7/12/12	70644	1,856.25	33,732.00
41225	PERSHING CO. SCHOOL DIST.	6/29/12/REFUND/JUV		7/12/12	70685	86.87	1,856.25
41226	PITNEY BOWES GLOBAL	7/3/12/RENTAL/DA 6/13/12/ LEASE/TREAS		7/12/12	70691	180.00	86.87
41227	POWERPLAN	6/14/12/FILTERS/ A R&B 6/28/12/VALVE, PRTS/ARB 6/26/12/SWITCH/ AR&B		7/12/12	70646	330.00	510.00
41228	ROBERT QUICK	6/30/12/AMBULRUNS/		7/12/12	70648	15.00	1,788.08
41229	QUILL CORP	6/14/12/SUPPLIES/SPLIT 6/14/12/SUPPLIES/SPLIT 6/14/12/SUPPLIES/SPLIT 6/15/12/SUPP JUV 6/19/12/SUPPLIES/SPLIT 6/19/12/SUPPLIES/SPLIT 6/19/12/SUPPLIES/SPLIT 6/20/12/INK COMM 6/20/12/INK/DOE 6/20/12//SUPP/ASSESSOR 6/20/12//SUPP/ASSESSOR 6/19/12/SUPP/R&B 6/20/12/USBCABLE/ 6/21/12/SUPPLIES/CLRK 6/21/12/SUPPLIES/CLRK 6/21/12/SUPPLIES/CLRK 6/20/12/BINDER/ASSESSOR 6/20/12/USEMINICABLE 6/21/12/SHEDDR/JUV 6/25/12/SUPPLIES/SPLIT 6/25/12/SUPPLIES/SPLIT 6/26/12/SUPPLIES RECORDER 6/26/12/SUPPLIES RECORDER 6/27/12/SUPPLIES JUV		7/12/12	70649	37.98 3.99 3.99 4.00 184.16 32.79 73.77 32.79 32.79 260.08 122.35 764.87 37.22 31.58 34.99 145.80 203.34 174.60 13.30 17.98 949.99 110.69 21.59 104.64 17.09 714.90	15.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41230	RENO GAZETTE-JOURNAL	6/27/12/STAPLERS/CLK		7/12/12	70649	119.95	4,251.22
41231	RESEARCH AND CONSULTING	6/24/12/ADV CMARREQADV		7/12/12	70650	446.00	446.00
41232	RMT EQUIPMENT	PRO SERVC PUB LANDS 7/9/12/ PROF YUCCA		7/12/12 7/12/12	70696 70696	5,000.00 8,198.76	13,198.76
41233	GUY ROCK	6/19/12/BLADES/PRTS/GLFCR 6/18/12/PIPE/HOSE/SEWER		7/12/12 7/12/12	70651 70652	550.00 528.90	1,078.90
41234	RON'S SEED & SUPPLY	JUNE/30/12 INSPECT JUNE/30/12 INSPECT		7/12/12 7/12/12	70693 70693	287.65 13.39	301.04
41235	ROYAL HARDWARE	4/26/12/GRASSSEED/ECT/GLF		7/12/12	70653	841.25	841.25
		6/1/12/ENTRY LOCK/GLF		7/12/12	70654	25.48	
		6/1/12/HOSE/STORBX/POOL		7/12/12	70654	28.36	
		6/1/12/MRKBROOKS/CLMP		7/12/12	70654	27.97	
		6/2/12/GLVS/MOSQCTL		7/12/12	70654	23.60	
		6/4/12/PVC		7/12/12	70654	59.21	
		6/5/12/DRILBITSET/HOOKS		7/12/12	70654	32.46	
		6/5/12/POWERSTRP/POOL		7/12/12	70654	28.48	
		6/5/12/DOWEL/R&B		7/12/12	70654	4.12	
		6/6/12/CLOCK/MARKERS/POOL		7/12/12	70654	36.93	
		6/6/12/PVC PARTS/GLF		7/12/12	70654	79.94	
		6/7/12/TURBOVAC/POOL		7/12/12	70654	149.99	
		6/8/12/PAINT SUPPLIES/PK		7/12/12	70654	33.94	
		6/8/12/RND UP/PRKS		7/12/12	70654	164.99	
		6/8/12/PLANTS/GLF		7/12/12	70654	140.33	
		6/8/12/FAN/SEALER/POOL		7/12/12	70654	60.93	
		6/9/12/GLVS/MOSQCTL		7/12/12	70654	23.60	
		6/12/12/BROOM/STRETCHCORD		7/12/12	70654	19.05	
		6/11/12/RND UP/GLF CRS		7/12/12	70654	164.99	
		6/18/12/BATHMCLNRSUPPLY		7/12/12	70654	78.90	
		6/13/12/PAINT/BRSHS/FRGND		7/12/12	70654	55.25	
		6/14/12/CARR BOLT/R&B		7/12/12	70654	5.00	
		6/15/12/BARK/P/GLF CRS		7/12/12	70654	198.00	
		6/15/12/CLEANER/PRKS		7/12/12	70654	16.45	
		6/16/12/WEED&FEED/POOL		7/12/12	70654	114.26	
		6/16/12/LVS/MOSQCTL		7/12/12	70654	32.00	
		6/16/12/KEYS/MSQCTL		7/12/12	70654	4.13	
		6/18/12/PVC PARTS/SEWER		7/12/12	70654	50.56	
		6/18/12/GLOVES/SEWER		7/12/12	70654	39.96	
		6/18/12/SCREWS/RB		7/12/12	70654	6.44	
		6/19/12/DECKSCWS/R/SEWER		7/12/12	70654	5.43	
		6/19/12/DRAINOPENER/SEWER		7/12/12	70654	19.98	
		6/19/12GLVS/DRILBITS/SEWE		7/12/12	70654	109.08	
		6/19/12/COMET/		7/12/12	70654	7.45	
		6/19/12/SILLCOCK FRGRNDS		7/12/12	70654	2.49	
		6/19/12/HOSEVLVE/FRGRNDS		7/12/12	70654	14.99	

CHECK
TOTAL

CHECK
NUMBER

VENDOR

INVOICE DESCRIPTION

P/O #

DATE

TRANS#

AMOUNT

6/19/12/TAPE, GLUE, SEWER
6/19/12/TAPE/R&B
6/20/12/BLUBS/SEWER
6/21/12/ FLOAT GLFCBS
6/23/12/GLVS TAPE/MSQCTL
6/23/12/BOLT/SEWER
6/25/12/ELECT SUPPLIES
6/25/12/PVC PRTS/SEWER
6/25/12/SCWES/PARKS
6/26/12/OUTLETBX/
6/26/12/WIREROPE/ECT/FRGN
6/26/12/DUPLEX CVR/SEWER
6/27/12/TRIMMERLINE
6/27/12/ELECT SUPPLIES
6/27/12/PVCPRTS/PARKS
6/27/12/COUPLERS/GLF
6/27/12/SAWZALL BLDS/GLF
6/27/12/LOCK BOLTS/
6/27/12/ROMEX/SEWER
6/27/12/BRUSHBLADE/PARK
6/28/12/TWINE/SUPPLIES/SE
6/28/12/GRDN PICK/SUPP/SE
6/29/12/SPADE/GLF CRS
6/29/12 RAKES/GLF CRS
6/29/12/ BATT/SEWER
6/29/12/PNTROLLERS/CEMETE
6/30/12/GLVS TAPE/MSQCTL
6/26/12/KNEPADS/DRILBITS

41236 SHAW ENGINEERING

5/31/12/WELL #9 ARSENIC

41237 BERRY ENTERPRISES

5/31/12/BATTERIES/AVFD

41238 SILVER STATE INTERNAT.

6/14/12/VALVE/A R&B
6/27/12GOV ASSY/A R&B
6/27/12/SEAL/A R&B
6/27/12/BEARNGA R&B
6/27/12/DRYER/A R&B

41239 SMITH FAMILY FUNERAL HOME

6/20/12/ TRANSP/K BURKE

41240 ROBERT W. LAGE DBA

6/7/12/DRG TEST
6/8/12/DRG TEST

41241 SPB UTILITY SERVICE INC

5/31/12/LABS/W &S
5/31/12/LABS/W &S
6/29/12/LABS/W &S
6/29/12/LABS/W &S

41242 ST OF NV

7/12/12 70654 19.75
7/12/12 70654 23.90
7/12/12 70654 9.16
7/12/12 70654 4.49
7/12/12 70654 38.69
7/12/12 70654 3.99
7/12/12 70654 105.40
7/12/12 70654 46.56
7/12/12 70654 11.95
7/12/12 70654 6.99
7/12/12 70654 51.18
7/12/12 70654 21.98
7/12/12 70654 21.99
7/12/12 70654 221.83
7/12/12 70654 9.64
7/12/12 70654 63.00
7/12/12 70654 35.98
7/12/12 70654 14.17
7/12/12 70654 28.98
7/12/12 70654 21.98
7/12/12 70654 35.45
7/12/12 70654 59.92
7/12/12 70654 41.98
7/12/12 70654 50.98
7/12/12 70654 19.98
7/12/12 70654 25.96
7/12/12 70654 26.36
7/12/12 70654 26.98

2,913.96

3,700.00

305.00

883.29

150.00

343.50

7,518.19

3,700.00
305.00
106.72
90.02
30.97
165.04
490.54
150.00
133.00
210.50
1,208.42
1,208.42
2,550.68
2,550.67

Report No: 2B1308
Run Date : 07/09/12

Run Date : 07/09/12

CHECK

**VENDOR
NUMBER**

VENDOR

INVOICE DESCRIPTION

41254 WRR INDUSTRIES

JV CASE REFUND/JUV

LANDER COUNTY

LANDER COUNTY
CHECK REGISTER 7/12/12

P/O

[illegible]

DATE	TRANS#
11/1/78	1
11/2/78	2
11/3/78	3
11/4/78	4
11/5/78	5
11/6/78	6
11/7/78	7
11/8/78	8
11/9/78	9
11/10/78	10
11/11/78	11
11/12/78	12
11/13/78	13
11/14/78	14
11/15/78	15
11/16/78	16
11/17/78	17
11/18/78	18
11/19/78	19
11/20/78	20
11/21/78	21
11/22/78	22
11/23/78	23
11/24/78	24
11/25/78	25
11/26/78	26
11/27/78	27
11/28/78	28
11/29/78	29
11/30/78	30

AMOUNT

7/12/12 70662

145.00

CHECKS TOTAL

145.00

160,586.16

Page 9

CHECK	
TOTAL	

TOTAL

1,281.30

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Rogene Hill

Chairman

7/12/12

Commissioner

Rogene Hill

7/12/12

Commissioner

Rogene Hill

7/12/12

Commissioner

Rogene Hill

7/12/12

Commissioner

Rogene Hill

7/12/12

LANDER COUNTY COMMISSION MEETING

July 12, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 160,586.16

From Check #41174 thru #41254

COUNTY OF LANDER

LAURIE J. RICHARDSON

DBA R-TISTIC

DATE	INVOICE	AMOUNT	REMARKS
06/29/12	446654	4,631.75	FA#32 PAINT SERVICE TRUCK

CHECK NO 41134 \$4,631.75 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041134

94-7074
3212

VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

LAURIE J. RICHARDSON

DATE	CHECK NO.	AMOUNT
06/29/12 **VOID**	41134 **VOID**	\$4,631.75 **VOID**

VOID**4,631DOLLARS AND75CENTS***

LAURIE J. RICHARDSON
805 N. MORRISON

DBA R-TISTIC

GOLCONDA

NV 89814

NON-NEGOTIABLE

COUNTY COMMISSION APPROVAL

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for, have been or will be applied to County, Court or Special District purposes.

Chairman

[Signature]
Authorized Signature

[Signature] 28 June 2012
06-19-2012
Date

<p>RECEIVED JUN 27 2012 For Comptroller's Office Only</p>
--

[Signatures]
Dean Bullock
David R. Mason

AUSTIN POSTMASTER

COUNTY OF LANDER
 166 MAIN STREET

DATE	INVOICE	AMOUNT	REMARKS
06/26/12	BOX RENT #10	100.00	6/14/12/AUST COMM/RENT

CHECK NO 41099 \$100.00 **

COUNTY OF LANDER

 315 SOUTH HUMBOLDT STREET
 BATTLE MOUNTAIN, NV 89820
 (775) 635-2573

PAY TO THE ORDER OF

AUSTIN POSTMASTER

WELLS FARGO BANK
 BATTLE MOUNTAIN, NV 89820
 GENERAL ACCOUNT

No. 041099

94-7074
3212VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
06/28/12 **VOID**	41099 **VOID**	\$100.00 **VOID**

VOID**100DOLLARS AND 00CENTS***

AUSTIN POSTMASTER
166 MAIN STREET

166 MAIN STREET

AUSTIN

NV 89310


NON-NEGOTIABLE

limited. If we have not received your payment by the 10th day after the due date, your PO Box service will be terminated, incoming mail will be returned to the sender, and, in addition to any unpaid monthly PO Box fees, you will be charged a handling fee to reopen your box. To avoid this inconvenience, we encourage you to renew on time.

As a reminder, your account information must be current. If your physical address or other pertinent information has changed since you applied for your PO Box, please ask a Retail Associate at your Post Office to update the filed copy of your PS Form 1093, *Application for Post Office Box Service*.

To update your information for Caller Service, you can ask a Retail Associate to update the PS 1093-C, *Application for Caller Service*.

You are a valued customer and we appreciate your business.

RECEIVED

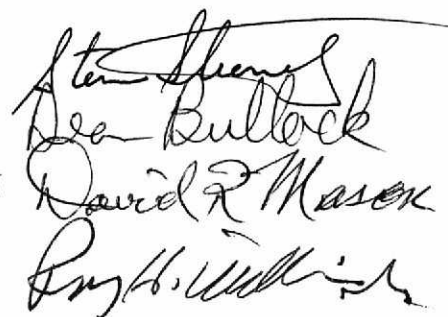
JUN 28 2012

L.C. FINANCE

Thank You,

POSTMASTER, AUSTIN

WEBBATS



COUNTY OF LANDER
CORMANY CONST. CONSULTING

DAVID J. CORMANY

DATE	INVOICE	AMOUNT	REMARKS
06/30/12	JOBL1389	8,412.62	6/23/12/COPPERLEACHPROJ
06/30/12	JOBL1389&1390	11.20	6/25/12/PLS RETURN
06/30/12	JOBL1390	24,356.32	6/24/12/NEWMNTEXTRBLDGPLN

CHECK NO 41158 \$32,780.14 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

PAY TO THE ORDER OF

DAVID J. CORMANY

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041158

94-7074
3212

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
07/03/12 **VOID**	41158 **VOID**	\$32,780.14 **VOID**

VOID**32,780DOLLARS AND14CENTS***

DAVID J. CORMANY
P.O. BOX 737
334 S. B STREET
VIRGINIA CITY

NV 89440

CORMANY CONST. CONSULTING

NON-NEGOTIABLE

001-009-53963

Handwritten signature

Dean Bullock
Steve Shantz
David R. Mason
Ray H. Smith

RECEIVED

JUL 02 2012

L.C. FINANCE

Commissioners' Report

July 12, 2012

CORRESPONDENCE

July 12, 2012

1. Mitsuyo Maser, Nevada Department of Taxation, to Glacier Construction, Inc., letter regarding Application Filing Number: 10-10006G; Project Name: Ormat McGinness Hills Project.

Correspondence #1
7/12/2012



STATE OF NEVADA
DEPARTMENT OF TAXATION
Web Site: <http://tax.state.nv.us>
1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
ROBERT R. BARENGO
Chair, Nevada Tax Commission
CHRISTOPHER G. NIELSEN
Interim Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

June 25, 2012

Taxpayer ID: 1002951453-001

Expiration Date: May 16, 2014

Glacier Construction, Inc.
P.O. Box 1181
Fallon, NV 89407-1181

Dear Taxpayer:

RE: Application Filing Number: 10-10006G
Project Name: Ormat McGinness Hills Project

Your request for the sales/use tax abatement on the purchase of tangible personal property relating to the Ormat McGinness Hills project was approved on May 16, 2011, by the Renewable Energy Commission.

The enclosed exemption letter exempts purchases of tangible personal property from sales/use tax specifically associated with the Ormat McGinness Hills project. In accordance with this agreement, the abatement shall be deemed to have commenced on May 16, 2011. This exemption will expire on May 16, 2014. The period of the exemption letter will not exceed three years from the effective date of this exemption.

To simplify administration of this exemption for retailers, the Department of Taxation is providing retailers with total exemption from collecting Nevada sales tax on qualifying purchases made within the scope of this program. Therefore, Glacier Construction, Inc. is required to self report and pay the non-exempt 2.60 percent portion of tax, in the form of use tax, directly to the Department.

Any purchases of tangible personal property for the Ormat McGinness Hills project must remain with the Ormat McGinness Hills project. Items purchased for this project cannot be used on any other project.

The enclosed Sales/Use Tax Abatement reporting form must be completed and filed with your regular Nevada Sales/Use Tax return. The abatement form must be filed each month, whether or not any purchases of tangible personal property were made during the reporting period.

If upon further or future review by Nevada State Office of Energy or Nevada Energy Commissioner, it is determined the above named organization does not meet or no longer meets the criteria outlined in NRS 701A, this letter of exemption will be revoked.

If you have any further questions, please contact Mitsy Maser at (775) 684-2143.

Sincerely

Mitsuyo Maser, Tax Program Supervisor I
Compliance Division

RECEIVED

JUN 28 2012

COUNTY COMMISSION

cc: Renewable Energy Commission
Nevada State Office of Energy
Lander County



**STATE OF NEVADA
DEPARTMENT OF TAXATION**
Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
ROBERT R. BARENGO
Chair, Nevada Tax Commission
WILLIAM CHISEL
Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

June 25, 2011

Taxpayer Identification Number: 1002951453-001
Application Filing Number: 10-10006G

Glacier Construction, Inc.
P.O. Box 1181
Fallon, NV 89407-1181

EXPIRATION DATE: May 16, 2014

**SPECIAL EXEMPTION LETTER FOR ACCOUNTS CERTIFIED
FOR SALES/USE TAX ABATEMENT FOR RENEWABLE ENERGY**

PROJECT NAME: ORMAT MCGINNESS HILLS PROJECT

Pursuant to NRS 701A provides exemptions when specific criteria are met for those accounts who have qualified and have been certified for sales/use tax abatement for renewable energy projects. Direct purchases of tangible personal property made by GLACIER CONSTRUCTION, INC. FOR THE ORMAT MCGINNESS HILLS PROJECT are exempt from sales/use tax. Fraudulent use of this exemption letter is a violation of Nevada law.

Vendors selling tangible personal property to GLACIER CONSTRUCTION, INC. FOR THE ORMAT MCGINNESS HILLS PROJECT are authorized to sell to them tax exempt. Therefore, the holder of this certificate will be responsible for remitting the appropriate sales/use tax to the Department of Taxation. The vendor shall account for the exempt sale on its sales/use tax return under exemptions. For audit purposes, a vendor must have a copy of this letter in order to document the transaction was tax exempt.

This letter only applies to Nevada sales/use tax and does not provide exemption from any other tax.

This exemption applies only to the above named organization relating to the above project and is not extended to individuals, or contractors or lessors to or for such organizations.

Any vendor having questions concerning the use of this sales/use tax exemption letter may contact the Department.

If upon further or future review by Nevada State Office of Energy or Nevada Energy Commissioner, it is determined the above named organization does not meet or no longer meets the criteria outlined in NRS 701A, this letter of exemption will be revoked.

Sincerely,

Raymond H. Lummus
Tax Manager

cc: Nevada Energy Commissioner
Nevada State Office of Energy
Lander County

NEVADA DEPARTMENT OF TAXATION

TID No: 1002951453 - 001

COMB'D SALES & USE TAX RETURN
RENEWABLE ENERGY ABATEMENT

MAIL ORIGINAL TO:
STATE OF NEVADA - SALES/USE
1550 COLLEGE PKY #115
CARSON CITY NV 89706

Glacier Construction, Inc.
P.O. Box 1181
Fallon, NV 89407-1181
AFN 10-10006G Ormat McGinness Hills Project

For Department Use Only

For MONTH Ending :
Due on or before:
Date paid:

If the name or address as shown is incorrect, if the ownership or business location has changed, or if you are out of business, notify a Nevada Department of Taxation District Office immediately.

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY

A RETURN MUST BE FILED EVEN IF NO TAX LIABILITY EXISTS

SALES TAX						USE TAX		
ENTER AMOUNTS IN COUNTY OF SALES/USE (OR COUNTY OF DELIVERY)	TOTAL SALES	EXEMPT SALES	TAXABLE SALES	TAX RATE	CALCULATED TAX	AMOUNT SUBJECT TO USE TAX	TAX RATE	CALCULATED TAX
TAX CALCULATION FORMULA	COLUMN A	- COLUMN B	= COLUMN C	x COLUMN D	= COLUMN E	COLUMN F	x COLUMN G	= COLUMN H
DO NOT REMIT SALES TAX ON THIS RETURN								
01 CHURCHILL				7.600%			2.600%	
02 CLARK				8.100%			2.600%	
03 DOUGLAS				7.100%			2.600%	
04 ELKO				6.850%			2.600%	
05 ESERALDA				6.850%			2.600%	
06 EUREKA				6.850%			2.600%	
07 HUMBOLDT				6.850%			2.600%	
08 LANDER				7.100%			2.600%	
09 LINCOLN				7.100%			2.600%	
10 LYON				7.100%			2.600%	
11 MINERAL				6.850%			2.600%	
12 NYE				7.100%			2.600%	
13 CARSON CITY				7.475%			2.600%	
14 PERSHING				7.100%			2.600%	
15 STOREY				7.600%			2.600%	
16 WASHOE				7.725%			2.600%	
17 WHITE PINE				7.475%			2.600%	
TOTALS								
18. TOTAL CALCULATED SALES (18a) AND USE (18b) TAX SUM OF COLUMN E → 18a.						SUM OF COLUMN H → 18b.		
19. ENTER COLLECTION ALLOWANCE FOR TIMELY FILING (LINE 18a x 0.50%) 19.						COLLECTION ALLOWANCE IS FOR SALES TAX ONLY THERE IS NO COLLECTION ALLOWANCE FOR USE TAX		
20. NET SALES TAX (LINE 18a - LINE 19) 20.								

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN.

RETURN MUST BE SIGNED

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

TITLE PHONE NUMBER (WITH AREA CODE)

FEDERAL TAX ID NUMBER (EIN OR SSN) DATE

21. NET SALES AND USE TAX (LINE 20 + LINE 18b)
22. PENALTY (LINE 21 x 10%)
23. INTEREST (LINE 21 x .75% x # OF MONTHS PAST DUE)
24. PLUS LIABILITIES ESTABLISHED BY THE DEPARTMENT
25. LESS CREDIT(S) APPROVED BY THE DEPARTMENT
26. TOTAL AMOUNT DUE AND PAYABLE
27. TOTAL AMOUNT REMITTED WITH RETURN

21.	
22.	
23.	
24.	
25.	
26.	
27.	

MAKE CHECKS PAYABLE TO:
NEVADA DEPARTMENT OF TAXATION

