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NO. 91.099

Agreement between Douglas County

and the

Douglas County Employees' Association

for

1991-94

'91 SEP 16 P4:29

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BY *L. Lynch* DEPUTY

ARTICLE 1. PARTIES

This agreement is entered into this 12th day of September, 1991, by and between the County of Douglas (hereinafter referred to as "Employer"), and the Douglas County Employees' Association (hereinafter referred to as "Association").

ARTICLE 2. AUTHORIZED AGENTS

For the purpose of official notification to the Parties under this agreement, the following agents have been designated:

A. Employer's principal authorized agent shall be:

County Manager
DOUGLAS COUNTY
County Administrative Offices
P.O. Box 218
Minden, Nevada 89423

B. Association's principal authorized agent shall be:

President
DOUGLAS COUNTY EMPLOYEES ASSOCIATION
P.O. Box 1265
Minden, Nevada 89423

ARTICLE 3. RECOGNITION

The Employer recognizes the Association as the sole and exclusive collective bargaining agent for all permanent employees of the Employer within those job classifications covered by this Agreement as listed in Appendix A who are presently employed and subsequently hired by the Employer at its location in Nevada. Except as provided in and subject to the provisions of NRS 288, listed classifications shall not be added to, changed to another unit or deleted from this unit without prior written notification to and discussion with the Association.

ARTICLE 4. DEFINITIONS

- A. Appointing Authority. The Department Head, County Manager, or Board of County Commissioners having full authority to hire an employee for the County.
- B. Day. Calendar day unless otherwise stated.
- C. Year. Calendar year unless otherwise stated.
- D. Year of Service. Twenty-six (26) complete payroll periods of continuous service with the Employer. For the purpose of this provision, the following shall not be considered as breaks in service:
 - 1. Authorized Military Leave for active service, providing that the person is reinstated within ninety (90) calendar days following honorable discharge from military service;
 - 2. Authorized Military Leave for training duty not to exceed fifteen (15) working days in any one calendar year;
 - 3. Authorized leave with pay deemed to be beneficial to the public service;
 - 4. Authorized leave without pay for thirty (30) working days or less in any calendar year; and
 - 5. Authorized leave without pay of more than thirty (30) days deemed beneficial to the public service.

ARTICLE 5. ASSOCIATION RIGHTS

- A. Bulletin Boards. The Employer will furnish bulletin board space where currently available. The Association may provide additional bulletin boards for placement in areas where employer-provided space is not available. Placement shall be decided by mutual agreement. Bulletin boards shall only be used for the following notices:
 - 1. Scheduled Association meetings, agenda, and minutes.
 - 2. Information on Association elections and the results.
 - 3. Information regarding Association social, recreational, and related news bulletins.
 - 4. Reports of official business of the Association, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not include the Employer or its relations with its employees. All notices to be posted must be dated and signed by an authorized representative of Association. Employer equipment, materials, supplies, or interdepartmental mail systems shall

not be used for the preparation, reproduction, or distribution of notices, except as specifically allowed below, nor shall such notices be prepared by employees during their regular working time.

- B. Use of Employer Facilities. Meeting room facilities of the Employer may be made available upon timely application for use by employees and the Association.
- C. Interdepartmental Mail System. Employer agrees to allow the Association limited lawful use of the Employer's interdepartmental mail system. Such use shall not include materials unsuitable for posting under Section A above, nor shall the mail system be used in violation of the recent U.S. Supreme court decision interpreting the postal laws as they apply to employee organization usage of private mail systems.
- D. Use of Employer Copying Machines. Employer agrees the Association may use copying machines providing the following conditions are met:
 - 1. All Association usage will be through an Auditron device or designated code.
 - 2. Association will reimburse Employer for cost of usage.
 - 3. All copying would be done off Employer time.
 - 4. No Association use of copying facilities shall interfere with use of such facilities for Employer business.
 - 5. Until a machine at the County Library is equipped with an Auditron, use of that machine shall be allowed on a strict cost reimbursement method.
- E. Association Representatives. The Employer recognizes and agrees to deal with accredited representatives of the Association on matters covered by this Agreement.
 - 1. Selection. Selection of Association representatives is the responsibility of Association; provided, however, that the total number of accredited Association representatives shall not exceed nine (9) including the Association President, and one per facility.
 - 2. List of Representatives. Association shall provide the Employer with a list of accredited Association representatives and shall advise the Employer, in writing, of any changes as soon as practicable.
 - 3. Release Time. Paid release time for an employee Association representative shall be limited to:
 - (a) attendance by the Association President or his/her designee at County Commission meetings which have a direct impact upon Association,
 - (b) meetings with County management upon the request of either party, and

- (c) attending meetings with management as a representative in the grievance or disciplinary procedures.
 - 4. Authorization Required to Leave Work Site. Prior authorization from his/her supervisor shall be received by the Association Representative before leaving his/her work site. Approval of requests for authorized released time under this Article shall not be unreasonably withheld.
 - 5. Non-Employee Representatives. Representatives of the Association or attorneys who are not employees shall have reasonable access to the Employer's facilities to participate in any meetings or hearings relating to grievances, arbitrations, disciplinary matters, meetings with management relating to Association business, or for Association Meetings or activities.
- F. Dues Deductions. The parties agree that the Employer will provide payroll deduction to the Association on the following terms:
- 1. Authorization. The Employer shall deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on at least a monthly basis. Provided, however, no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any Association restrictions on the employee's right to terminate his dues deduction authorization. No stated restriction shall require the employee to remain a member beyond the end of the calendar month of the employee's action to terminate such status.
 - 2. Amount of Dues. The Association shall certify to the Employer in writing the current rate of membership dues. The Association will notify the Employer of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.
 - 3. Indemnification. The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suits and all other forms of liability which shall arise out of or by reason of action taken or not taken by the Employer at the request of the Association under the provisions of Section F. of this Article or through the proper execution of this Section.
- G. New Hire Notification. When a bargaining unit position is filled, the Employer will notify the Association monthly, in writing, of the new employee's name, date of hire, classification and rate of pay.

ARTICLE 6. EMPLOYER RIGHTS AND RESPONSIBILITIES

The Employer retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement or NRS 288.150.3. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Employer and not abridged herein, include, but are not limited to, the

following:

- A. To manage and direct its business and personnel;
- B. To manage, control, and determine the mission of its departments, building facilities, and operations;
- C. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
- D. To direct the work force; to increase or decrease the work force and determine the number of employees needed;
- E. To hire, transfer (except for disciplinary purposes), promote, and maintain the discipline and efficiency of its employees;
- F. To establish work standards, schedules of operation and reasonable work load;
- G. To specify or assign work requirements and require overtime;
- H. To schedule working hours and shifts;
- I. To adopt rules of conduct;
- J. To determine the type and scope of work to be performed by its employees and the services to be provided;
- K. To classify positions;
- L. To establish initial salaries of new classifications;
- M. To determine the methods, processes, means, and places of providing services, and
- N. To take whatever action necessary to prepare for and operate in an emergency.

ARTICLE 7. SALARIES AND PAY PRACTICES

- A. Salaries. Salaries adjustments for positions in this unit are detailed in Appendix A.
 - 1. Appendix A reflects a two percent (2.0%) general increase above salaries in effect during the final pay period of the 1990-91 fiscal year. Such increase shall be effective the first pay period of Fiscal Year 1991 (beginning July 6, 1991).
 - 2. Appendix B reflects a two and one-half percent (2.5%) general increase above salary levels created by the implementation of Appendix A for covered classifications. Such increase shall be effective at the beginning of the fourteenth (14th) pay period of fiscal year 1991-92.

3. Appendix C (when attached) will reflect a two percent (2.0%) general increase above salary levels created by the implementation of Appendix B for covered classifications. Such increase shall be effective at the beginning of the first (1st) pay period of Fiscal Year 1992-93.
4. Appendix D (when attached) will reflect a two percent (2.0%) general increase above salary levels created by the implementation of Appendix C for covered classifications. Such increase shall be effective at the beginning of the fourteenth (14th) pay period of fiscal year 1992-93.
5. Appendix E (when attached) will reflect a two percent (2.0%) general increase above salary levels created by the implementation of Appendix D for covered classifications. Such increase shall be effective at the beginning of the first (1st) pay period of Fiscal Year 1993-94.
6. Appendix F (when attached) will reflect a two and one-half percent (2.5%) general increase above salary levels created by the implementation of Appendix E for covered classifications. Such increase shall be effective at the beginning of the fourteenth (14th) pay period of fiscal year 1993-94.

B. Standby Pay.

1. Standby duty is defined as that circumstance which requires the employee so assigned to:
 - a. Be ready to respond in a reasonable time to calls for her/his service,
 - b. Be readily available at all hours by telephone, or other communication devices, and
 - c. Refrain from activities which might impair her/his assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the following rates for the time periods indicated:
 - a. For the remainder of fiscal year 1991-92 beginning with the pay period subsequent to ratification of this agreement, \$.60 per hour.
 - b. For fiscal year 1992-93, \$.70 per hour.
 - c. For fiscal year 1993-94, \$.80 per hour.
3. An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.

- C. **Working Above Classification.** Except for training purposes, when an employee is assigned in writing on a temporary basis to perform the full range of duties of a higher classification for more than twelve (12) consecutive working days, s/he shall receive two and one-half percent (2 1/2%) above his/her normal base hourly pay for all hours worked continuously thereafter. Temporary assignments to a designated supervisory position meeting all of the above requirements shall receive a five percent (5%) increase for all hours worked continuously after the qualifying period. When such an assignment is made the supervisor shall confirm the dates and length of the assignment to the employee in writing.

Beginning with Fiscal year 1992-93, the number of days to qualify shall be lowered to ten (10) consecutive days (from twelve) and an employee who qualifies shall be paid the differential retroactively to the beginning of the qualifying assignment.

- D. **Merit Increases.** Bargaining unit employees shall be eligible for merit increases on an annual basis on the employee's anniversary date. Employees who maintain a performance evaluation of standard or better are to receive a merit increase in the form of a pay raise, not to exceed five percent (5%) or the top of the range.
- E. **Outstanding Performance Pay.** The Employer retains the right to develop and implement a plan to reward employees who exhibit truly exceptional or outstanding performance over a specific period of time as determined by the Employer. Prior to implementation of such a plan, the parties agree to meet and negotiate an amount(s) to be attached to such meritorious levels of work.
- F. **Field Training Officer.** The Sheriff's Department may designate qualified individuals as Field Training Officers (FTO) or Designated Instructors (DI). Upon assignment to train an individual or group, the FTO or DI shall receive an additional \$.50 per hour for each hour actually spent in one of those capacities. The Sheriff or his designee shall have full discretion to make such assignment or remove someone from such assignment. Removal from such assignment in and of itself shall not be considered a disciplinary action.
- G. **Special One-time Compensation.** Effective as soon as practicable after ratification date of this agreement, persons who would reach their 10th, 15th, 20th or 25th anniversary of consecutive service as a Douglas County employee during the period from ratification of this agreement through June 30, 1994, shall receive a one-time payment in the amount of \$500, \$750, \$1,000, or \$1,250, respectively. Such payment shall be by separate check. The parties agree that this payment shall be in-lieu of any longevity pay and shall signify the end of the longevity pay program.

ARTICLE 8. MEDICAL AND DENTAL INSURANCE

- A. **Joint Insurance Committee.** The Employer agrees to continue a committee composed of at least one member of this unit, together with other non-represented employees including top management to review the options available to the Employer for Health Insurance, develop cost

containment avenues, and make such recommendations as are appropriate to the Board regarding carrier selection and other matters relating to the Employer's health insurance program.

B. Employer Contributions.

1. **Employee Coverage.** The Employer agrees to contribute the full amount for employee health coverage for an eligible employee during Fiscal Years 1991-92, 1992-93, and 1993-94. To be eligible for group insurance through the County's plans, the employee must have successfully completed three (3) months of continuous employment with the County and continue in County service thereafter.
2. **Dependent Coverage.** An eligible employee may include his/her dependents under the Employer's group health insurance by arranging for the appropriate payroll deduction to provide coverage. Beginning with the first full month's premiums collected after ratification of the agreement, the Employer agrees to contribute \$125 per month toward premiums for dependent coverage. Beginning with Fiscal Year 1993-94, the Employer's contribution shall be \$140 per month.

- C. HMO.** Employer agrees to offer a qualified HMO medical option so long as one is available to County residents.

ARTICLE 9. HOURS

- A. Work Hours.** Except in emergencies, the workweek of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch hour. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Alternate work schedules may be adopted by individual department heads with approval of the County Manager after prior discussion with the Association, if requested.
- B. Rest Periods.** Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half work shift of four hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.
- C. Call Back Defined.** An employee who is unexpectedly called back to work after the work shift or work week has ended and the employee has left the work location shall be deemed called back to work for purposes of this Article.
- D. Call Back Minimum.** When it is necessary to call-back any off duty employee, s/he shall be paid on an overtime basis for a minimum of two (2) hours, even if s/he actually worked less than two (2) hours. If a call-back exceeds two (2) hours, the employee shall be paid for the time actually worked. It is further agreed that there will be no overlapping of

premiums in that if an employee works less than two (2) hours on the initial call-back and then is called back a second time during the initial two hour period, s/he will not be entitled to additional overtime pay unless the total time worked for both call-backs exceeds two (2) hours. In such cases, the employee shall be paid for the total hours worked.

ARTICLE 10. OVERTIME

- A. Defined. Overtime is that time actually worked as authorized and directed by management which exceeds forty (40) hours in the work week. For purposes of this Article, Holidays and Annual Leave taken by an employee shall be considered as time actually worked.
- B. Overtime Compensation. Employees who have worked over time during a pay period shall receive pay at the rate of one and one-half (1 1/2) times the normal base hourly rate.
- C. Budgetary Constraints. Nothing in this Article shall prohibit or limit a department's ability to schedule or reschedule an employee's work hours in order to operate within the confines of budgetary constraints. No change shall be made for the sole reason of avoiding the County's obligations under the Fair Labor Standards Act.
- D. Compliance with FLSA. For such time as the FLSA (Fair Labor Standards Act) applies to members of this unit, management may take such action as necessary in order to fully comply with the law and any implementing regulations; however, in taking this action, the Association will be given timely notice of the proposed changes and consulted regarding the changes. Such compliance may be accomplished without further negotiations with the Association.
- E. Compensating Time Off (CTO).
 - 1. Accumulation. In lieu of overtime pay, if offered by management, an employee may elect to receive compensating time off (CTO) at the rate of time and one-half for such overtime hours worked. A maximum of sixteen (16) hours may be banked at any one time.
 - 2. Use of CTO. An employee may use CTO by requesting such time off and having it approved in advance. A department may require an employee to utilize any CTO bank before granting the use of annual leave.
 - 3. Pay off of CTO Bank. The County may pay off an employees CTO bank at any time at the employee's current straight time rate of pay.

ARTICLE 11. LEGAL HOLIDAYS

- A. Defined. New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Nevada Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving and Christmas Day shall be paid holidays for County employees. However, if New Year's, Christmas, July 4th, Veteran's or Nevada Day fall on a

Saturday/Sunday, the preceding/ following weekday will be considered a paid holiday.

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

- B. Holiday on Leave. If a holiday falls during an employee's leave, it shall not be charged as leave.
- C. Sheriff's Department Employees. Employees of the Sheriff's Department who are assigned to twenty-four (24) hour coverage shall be governed by the provisions which govern Holiday benefits for Deputy Sheriffs on the same shift assignment.

ARTICLE 12. ANNUAL LEAVE

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

Only regular hours paid shall affect annual leave accrual.

1. Fiscal Year 1991-92 Schedule of Accrual of Annual Leave:

<u>CONTINUOUS SERVICE</u>	<u>HRS EARNED/HR PAID</u>	<u>MAX HRS/YR</u>
1st through 4th years	.0385	80
5th through 15th years	.0577	120
16th year	.0616	128
17th year	.0654	136
18th year	.0692	144
19th year	.0731	152
20th year and after	.0769	160

2. Fiscal Year 1992-93 Schedule of Accrual of Annual Leave:

<u>CONTINUOUS SERVICE</u>	<u>HRS EARNED/HR PAID</u>	<u>MAX HRS/YR</u>
1st through 4th years	.0385	80
5th through 9th years	.0577	120
10th through 18th year	.0692	144
19th year	.0731	152
20th year and after	.0769	160

3. Fiscal Year 1993-94 Schedule of Accrual of Annual Leave:

<u>CONTINUOUS SERVICE</u>	<u>HRS EARNED/HR PAID</u>	<u>MAX HRS/YR</u>
1st through 4th years	.0385	80
5th through 9th years	.0577	120
10th through 14th year	.0692	144
15th year and after	.0769	160

- B. Accrual during Probation. Each employee shall accrue annual leave during his/her probationary period but shall not be granted annual leave during said period until he/she has been employed continuously for at least six months.
- C. Payment on Separation. Employees who have completed at least six months of continuous service and leave the County service shall be paid for accrued annual leave.
- D. Payment on Death. If an employee dies who was entitled to accumulated annual leave under the provisions of this Article, the heirs of such deceased employee shall be paid an amount of money equal to the number of hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.
- E. Carry-over of Annual Leave to Following Year. A total of no more than one hundred sixty (160) hours annual leave may be carried into the subsequent calendar year. All annual leave in excess of one hundred sixty (160) hours not taken by December 31, will be forfeited at the end of the last biweekly pay period which includes the end of the calendar year. A ninety (90) day extension may be granted by the County Manager solely for reasons of County convenience.
- F. Approval for Use of Annual Leave. All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor.

ARTICLE 13. SICK LEAVE

- A. Entitlement. All unit employees who are employed on a continuous full-time basis shall be credited with sick leave according to the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn sick leave credits on a prorated basis, based on hours worked in the pay period. Employees working less than twenty (20) hours per week will not accrue sick leave credits.
- B. Sick Leave Accrual. Eligible employees shall accrue sick leave at the rate of .0385 hours for each hour paid up to a maximum of 80 hours per year. Only regular hours paid shall effect sick leave accrual.
- C. Maximum Accrual. A total of no more than 720 hours of regular sick leave may be credited to an employee. Sick leave earned in excess of 720 hours will be placed in a special sick leave account to be used by an employee under the following conditions:
 - 1. The employee may withdraw sick leave credits from the special account to maintain a regular sick leave balance of not more than 720 hours; or the employee is suffering from a long term or chronic illness. A long term or chronic illness is defined as a disease or ailment that is of lasting condition for a period of months or years, and cannot easily be corrected within a short period of time. Long term or chronic illnesses are generally not of a temporary disabling, or incapacitating nature; and

2. The employee has used all sick leave otherwise available to him; and
 3. Withdrawal of sick leave credits from the special account is approved by the Board of County Commissioners of Douglas County.
- D. Authorization for Usage. Employees are entitled to use sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental treatment, or in the event of an illness or death in the immediate family. However, up to eight (8) hours of accrued sick leave may be used each fiscal year for family medical/dental preventive care appointments. The sick leave authorized by this section shall not be in excess of three (3) consecutive working days without written approval of the applicable appointing authority who upon authorizing the period of sick leave pursuant to this section greater than three (3) days shall so notify the Personnel Office in writing.
1. Family Defined. Immediate family is defined as parents, children, stepchildren or foster children residing with the employee, brothers, sisters and grandparents of the employee or the employee's spouse. In the case of any other relative of the employee, the applicable appointing authority may authorize such sick leave and shall so notify the Personnel Office in writing.
 2. Evidence of Authorized Usage. The appointing authority shall approve sick leave only after having ascertained that the absence was for an authorized reason, and the employee may be required to provide substantiating evidence.
- E. Sick Leave Payoff. Employees shall be compensated at the rate of thirty-five percent (35%) of the normal hourly rate for all hours of accrued sick leave upon termination from the employment of the County. No employee shall be entitled to receive the compensation provided for by this section for accrued sick leave until s/he shall have served a minimum of ten years in County employment.

ARTICLE 14. INJURY ON DUTY LEAVE

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

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

- B. Rights Protected. Nothing in this Article shall abrogate an employee's rights under the industrial injury provisions of State Law.

ARTICLE 15. LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

1. Eligibility. Leave without pay may be granted only to an employee who desires to return therefrom to the Employer's service.
2. Short-term Leave. Leave without pay of less than thirty (30) days may be granted for the good of the public service by the appointing authority. When such leave is granted, the appointing authority shall notify the Personnel Department.
3. Long-term Leave. For a period of thirty (30) days or more leave without pay may be granted by the County Commissioners. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave.

B. Leaves of Absence With Pay. Leaves with pay for an appropriate period may be granted by:

1. The County Commissioners upon written petition by an employee; or
2. The appointing authority under the following conditions:
 - (a) When an employee serves on a jury or as a witness in court, provided the jury and witness fees earned on an employee's regular workday are reimbursed to the Employer.
 - (b) When it is impractical for a registered voter to vote before or after his/her normal working hours.
 - (c) When an employee acts as a volunteer fireman or similar service for protection of life or property.
 - (d) For authorized military training duties which shall comply with the provisions of the Nevada Revised Statutes.

C. Other Leaves. All other leaves for which bargaining unit employees are eligible under the provisions of the County Personnel Code and Regulations.

ARTICLE 16. GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance.** A grievance is a claimed violation misapplication, misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
2. **Grievant.** A grievant is an employee or group of employees in the unit who file a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
3. **Day.** For the purpose of this Article "Day" shall mean a day in which the Employer's main administrative office is open for business.

B. Process

1. **Informal Resolution.** Within five (5) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have three (3) days to give an answer to the employee.

2. **Formal Levels**

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within five (5) days of receipt of the answer file a formal written grievance with his/her supervisor on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The supervisor (or designee) shall, within five (5) days have a meeting with the grievant and within five (5) days thereafter give a written answer to the grievant on the form provided.

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

Level 3: If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days from the receipt of the answer, file a written appeal to the County Manager. Within ten (10) days of receipt of the written appeal, the County Manager or his/her designee shall investigate the grievance which shall include a meeting with the concerned parties, and give a written answer to the grievant/appellant, which answer shall be final and binding unless within five (5) days of receipt of the answer,

the grievant/appellant through the Association notifies the County Manager of his/her intention to appeal to the External Hearing Officer (EHO) by filing a Notice of Intent to Arbitrate with the County's Personnel Officer. Appeals of suspensions for five (5) working days or less shall not be eligible for appeal to the External Hearing Officer.

C. General Provisions

1. If a grievant/appellant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by certified mail or personal service.
6. If the grievant is not represented by a representative of the Association, the Association shall be notified of the intended settlement of any Formal Level grievance prior to the settlement being finalized for the purpose of allowing Association input into its terms. If the Association does not provide a written response within five (5) days after notification, such opportunity to respond shall be considered waived and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the Employer's representative shall give full consideration to the Association's input prior to settlement of the grievance. If on the basis of the Association's input, the grievant/appellant desires to exercise further remaining avenues of appeal, such appeal shall be considered timely if filed within five (5) days of the date of a meeting between the Employer, Association and the grievant/appellant during which the Association's reservations regarding the settlement were fully stated.

ARTICLE 17. EXTERNAL HEARING OFFICER

- A. Designation. The External Hearing Officer (EHO) shall be designated by the parties by either party requesting a list of seven (7) names of qualified neutrals from the American Arbitration Association (AAA). The request will be made within five (5) days of receipt by the Personnel Officer of the Association's valid Notice to Arbitrate. If unable to mutually agree on one of the names submitted, the parties shall follow the AAA procedure for selection of the neutral. The resulting selection shall be designated as the

External Hearing Officer.

- B. **Costs.** The fees and expenses of obtaining and employing the External Hearing Officer and of a court reporter, if used, shall be shared equally by the Association and the Employer. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.
- C. **Timely Hearings and Decisions.** The External Hearing Officer shall set the matter for hearing in a timely manner. The EHO's decision shall be rendered within thirty days from the date of hearing and shall include his/her findings of facts on the issue(s) submitted.
- D. **Effect of Decision.** Decisions of an External Hearing Officer on grievances properly before him/her shall be advisory to the County Board of Commissioners. The Board shall make the final decision which in its discretion it deems proper after review of the hearing officer's report or conducting further investigation as it sees fit. If the Board has taken no action after having been in receipt of the EHO's decision for thirty (30) days, the decision of the EHO shall become final. Decisions of the External Hearing Officer on disciplinary appeals properly before him/her shall be binding on both parties.
- E. **Authority of EHO.** No External Hearing Officer shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this represented unit and unless 1) such dispute falls within the definition of a grievance as set forth in Section A.1. of Article XVI., Grievance Procedure, or 2) unless such dispute involves disciplinary action of suspension without pay of six (6) working days or longer, demotion, or discharge as set forth in Article XIX., Employee Disciplinary Procedures and has been processed in accordance with all provisions thereof and herein.

No External Hearing Officer shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment. The External Hearing Officer's authority shall be limited only to the application and interpretation of the provisions of this negotiated agreement which questions arise during its stated term.
- F. **Matters Subject to EHO Procedure.** Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be grievable nor submitted to an External Hearing Officer and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of Employer Rights shall be submitted to this procedure.
- G. **Rules of Evidence.** Strict rules of evidence shall not apply. However, rules of evidence and procedures for conduct of hearings shall be guided by the standards in the American Arbitration Association's voluntary arbitration rules.

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ARTICLE 18. EMPLOYEE DISCIPLINARY PROCEDURES

- A. **Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Code, be based upon any of the following grounds: failure to fully perform required duties, disability, insubordination, abuse of Employer policies or rules, unexcused absences, misuse or abuse of Employer property or equipment, substandard job performance, commission of a felony or other crime involving moral turpitude, and commission of other acts which are incompatible with service to the public.
- B. **Types of Discipline.** The following procedure shall apply when, in the judgment of the employee's supervisor, an employee has committed an act or omission which justifies a written reprimand, demotion, discharge or suspension without pay. Disciplinary action shall progress from the least to the most severe. However, nothing herein shall require such progression in cases where more severe disciplinary action is appropriate.
- C. **Notice of Proposed Disciplinary Action for Demotions, Suspensions and Discharges.** A management representative shall be designated by the department head. The management representative shall advise the employee in writing of the proposed action. The written statement shall contain:
1. A description of the events which necessitated the proposed demotion, suspension or discharge;
 2. A statement of the charges and the date of the proposed action;
 3. Notification that the employee may review or make copies of available materials leading to the demotion, suspension or discharge;
 4. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action no later than the fifth working day following receipt of the notice. Under extreme circumstances and by mutual written agreement, the time limit may be extended.
 5. Notice that if no response is received by the designated management representative from the Employee and/or his/her representative within the time period allowed, the County may impose the discipline as proposed and the employee waives all rights to appeal, and
 6. Notice that the employee has a right to be represented by the Association.
- D. **Employee's Response.** An employee's opportunity to respond to the designated management representative although essential to the process

is not intended to be an adversary hearing. However, the employee may:

1. Present witnesses in support of his/her opposition to the proposed demotion, suspension, or discharge; and
2. Be accompanied and represented by a person of his/her choice during this procedure.

The limited nature of this response does not preclude management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.

E. **Employer Action.** Following his/her review of a proposed disciplinary action, the designated management representative shall issue a signed statement indicating his/her decision based on the employee's response.

1. If the proposed action is to be implemented, the specific charges against the employee and the effective date of the action will also be included.
2. Such statement shall be mailed by certified mail or be personally delivered to the employee no later than five (5) working days after the meeting with the employee or receipt of his/her response, whichever is later.
3. This statement shall clearly inform the employee that he/she has the right to request an appeal hearing, if a request for such hearing is made in writing within five (5) working days after receipt of this notice.

F. **Appeal Procedure.** The appeal procedure described herein shall apply to cases of demotion, discharge and suspension without pay.

1. If, within the five-day appeal period, the employee does not file said appeal, the action of the management representative shall be considered conclusive.
2. If, within the five-day appeal period, the employee files such notice of appeal with the County Manager (with copy to the Director of Personnel), the matter shall be referred to Level 3 of the Grievance Procedure.

G. **Appeals from Written Reprimand.** An employee who receives a written reprimand shall be afforded the right to have his/her written response attached to the reprimand and placed into his/her Personnel File. Such response must be submitted before the end of the tenth (10th) day following receipt of the reprimand by the employee. This shall be the only avenue of appeal for a written reprimand.

ARTICLE 19. REDUCTION IN FORCE

A. **Procedure.** If, due to lack of funds, lack of work, lack of work for enhanced efficiency, or curtailment of operations it is necessary to reduce

the Employer workforce, the appointing authority will determine the classes and number to be reduced. Layoffs within the class will be determined by considering both performance and seniority, with all non-permanent employees of the department being laid off before any permanent employees.

- B. Notice. All permanent employees due to be laid off because of lack of work or funds shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.
- C. Temporary Demotion. In lieu of being laid off, an employee may elect demotion temporarily to any class of a lower maximum salary within the same class series if such demotion is deemed feasible by the Employer.
- D. Reemployment. The names of permanent and probationary employees laid off shall be placed on the reemployment list within the department which laid off the employee for the class or position involved in reverse order of termination.
- E. Restoration of Benefits. Employees who are reemployed within one calendar year after they are laid off will be entitled to reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff. Such employees shall resume the accumulation of continuous service credit, losing only such time as they were in the laid off status.

ARTICLE 20. CLASSIFICATIONS AND EMPLOYEE STATUS

- A. New and Changed Classifications. The Employer shall notify the Association, in writing, of any proposed new or changed job classifications as well as any reclassification actions impacting Appendices A at least thirty (30) days following receipt of the notice from the Employer to require discussion between the parties.
- B. Reclassification Request. When there has been a change in the duties and/or responsibilities of a position, the affected employee may, at any time, request a job audit of the Department Head. The employee must be notified of any action to be taken by the Employer, including the job audit, within thirty (30) days of the employee's request.
- C. Transfers. When an employee is transferred to another position in the same or related class at the same grade level, the employee shall continue at his/her current rate.
- D. Promotions. When a current employee is promoted to a higher class than his/her current class, said employee shall be entitled to the step in the higher range that provides at least the base salary rate last received. Should the promotion occur concurrently with the employee's eligibility for a merit salary increase, the merit salary increase should be included in the base salary before promotion. Special salary adjustments should not be included in the base rate.
- E. Demotions. When a current employee is demoted, the employee's anniversary date shall remain the same, and s/he shall be paid at a step in the lower class that equals or is less than his/her current rate of pay.

However, an employee who is demoted for disciplinary reasons shall be given a new anniversary date and be paid at the step in the new range which is approximately five percent (5%) below his/her rate prior to demotion.

F. **Reclassifications.** If a position is reclassified to a lower class through no fault of the incumbent, the incumbent shall continue to be paid at said incumbent's last rate of pay until such time as the salary at which the employee was frozen comes within the range of pay for the new class. The above provision shall be applied only under the following conditions:

1. The employee has adequately performed during the preceding year; and
2. The employee was in a higher class at least six months preceding the reclassification, and
3. The reclassification is a result of a legitimate reason over which the employee has no control.

In other cases, the Personnel Director shall determine the appropriate placement.

G. **Probationary Period**

1. **Initial Probation.** Upon initial appointment all unit employees shall serve the equivalent of twelve months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.
2. **Promotional Probation.** Upon promotion to a classification with a higher salary schedule, a unit employee shall serve the equivalent of thirteen (13) complete biweekly pay periods of full-time service as a probationary period. If an employee voluntarily demotes before the end of the seventh (7th) pay period of his/her qualifying period to the position and salary previously held, he/she may return without penalty.
 - a. Employees who had regular status in previous position. An employee who fails to pass probation but who had status as a regular non-probationary employee in a previous classification shall have a right to return to a position in that classification if available. Such removal from the higher classification shall be without cause or right of appeal.
 - b. Employees who do not have regular status in a previous position. An employee who fails to pass probation and has no regular employment status in another classification in the County, shall be dismissed from employment without cause or right of appeal. An employee who has not successfully completed an initial probationary period in his/her previous classification shall not have a right to return to that previous classification.

ARTICLE 21. EFFECTS OF SUBCONTRACTING

Employer agrees to notify Association prior to subcontracting work currently performed by unit members which subcontracting will cause the layoff of those unit employees. Upon written request from the Association, the Employer agrees to meet and negotiate the impact and effects of such planned subcontracting on the affected unit members.

ARTICLE 22. LABOR-MANAGEMENT COMMITTEE

- A. A committee of two (2) representatives of the Employer and two (2) representatives of the Association shall meet monthly or more frequently when necessary. The meetings will be held at mutually agreed times and places and shall be for the purpose of:
1. Discussing the administration of this Agreement;
 2. Exchange of general information of interest to both parties;
 3. Giving the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
 4. Improving County services; and
 5. Increasing efficiency and effectiveness of County operations.
- B. Any issues to be discussed shall be advanced by the requesting party to the other at least seventy-two (72) hours prior to the scheduled meeting.
- C. Any conclusions or mutual recommendations of this Committee shall be reduced to writing.
- D. The Labor Management Committee shall be advisory only and shall not engage in collective bargaining or reach any agreements to amend the contract.
- E. The initial Chairperson shall be an Association representative and thereafter the Chair shall rotate at six-month intervals between the two sides.
- F. Additional persons may attend the Labor-Management meetings at the request of either party to present information to the committee members.

ARTICLE 23. UNIFORM ALLOWANCE

- A. The County will provide uniforms or a uniform allowance to those required to wear uniforms by their Appointing Authority. A list of authorized positions to be provided uniforms shall be kept by the Personnel Director.
- B. Sheriff's personnel shall be provided with an annual clothing allowance of \$300, payable in two payments (semi-annually). In Fiscal Year 1993-94, if

management has not exercised its option to provide uniforms, the annual allowance shall be increased to \$350.

- C. Management has the option of providing uniforms or the designated allowances, any changes will be made at the beginning or middle of the fiscal year.

ARTICLE 24. TUITION REIMBURSEMENT

Employees who enroll in job-related courses offered by accredited institutions of higher learning are eligible for tuition reimbursement as follows:

- A. Prior to taking a course, the employee must complete an application for tuition reimbursement. The course must be job-related as determined by the department head. "Job-related" is defined as increasing the employee's abilities, knowledge and skills to directly improve performance in their present job or jobs in their immediate line of progression.
- B. The employee shall be notified if the department head approves or disapproves the application.
- C. Final approval for Tuition Reimbursement must be received from the Personnel Director.
- D. The employee must arrange to attend the course outside of their work hours or receive approval to use annual leave.
- E. Tuition for job-related courses shall be reimbursed for those employees receiving a grade of C or better. The employee must present a grade transcript and a receipt for tuition to the Personnel Director in order to be reimbursed for each approved course.

ARTICLE 25. PEACEFUL PERFORMANCE

- A. The parties to this Agreement recognize and acknowledge that the services performed by the employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Douglas. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any

1. strike,
2. sit-down,
3. stay-in,
4. sick-out,
5. slow-down or
6. picketing in connection with a labor dispute

(hereinafter collectively referred to as a work-stoppage) in any office or department of the County, nor to

7. curtail any work or
 8. restrict any production, or
 9. interfere with any operation of the Employer.
- B. In the event of any such work-stoppage by any member of the bargaining unit, the Employer shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.
- C. In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing to the Employer's Authorized Agent that such work-stoppage is in violation of this Agreement and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the Employer. In the event of any work-stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the Employer shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the Employer shall have the right to seek full legal redress, including damages, as against any such employee.
- D. The Employer agrees not to lock out during the term of this Agreement.

ARTICLE 26. ENTIRE AGREEMENT, MODIFICATION AND WAIVER

- A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.

Those topics in the County's Personnel Code pertaining to members of this unit, which are not superseded hereby and which are specifically stated as covered within the mandatory scope of bargaining as listed in NRS 288.150.2 shall not be changed without prior discussion and negotiation with the Association.

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

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

- C. Any agreement, alteration, understanding, waiver or modification of any of

the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Board of Commissioners.

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

ARTICLE 27. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or an administrative agency with applicable binding legal authority over operations of the Employer, such provisions will be made to conform to the law or determination and otherwise this Agreement shall continue in full force and effect.

It is agreed that in the event a provision of this Agreement is so judged to be invalid or unlawful, the Employer and the Association will meet within thirty (30) days thereafter or at a mutually agreeable time for the purpose of negotiating a potential replacement for the invalidated provision(s) only.

ARTICLE 28. TERM OF AGREEMENT

The Employer and the Association agree that the term of this Agreement shall commence at 12:01 a.m., July 1, 1991 and expire at midnight on June 30, 1994; provided, however that this agreement shall automatically be renewed from year to year unless either party makes written notification to the other to amend it or terminate it in its entirety within the time frame as provided under NRS 288.180.

FOR THE EMPLOYER:

Gene Bell
Gene Bell, Chief Negotiator

Yvonne Keenan
Member, Negotiating Team

A. Joseph Bruggio
Member, Negotiating Team

Karen Lee Sadler
Member, Negotiating Team

Michael P. [Signature]
Chairman,
Douglas County Commissioners

Dated 9-12-91

FOR THE ASSOCIATION:

John Kidwell
John Kidwell, Chief Negotiator

Lawrence Patterson
Member, Negotiating Team

Bill Woodward
Member, Negotiating Team

David Rasmussen
Member, Negotiating Team

Member, Negotiating Team

Karen Lee Sadler
President, Douglas County
Employees Association

Dated September 12, 1991

ATTACHMENT A

DCEA-LISTING OF PAY RANGES
EFFECTIVE DATE: JULY 6, 1991

CLASS CODE	CLASS TITLE	MINIMUM	MAXIMUM
1006	TAHOE GENERAL SERVICES CLK	\$8.88	\$10.82
1010	PLANNING SECRETARY	\$9.57	\$11.66
1030	SECRETARY	\$9.10	\$11.09
1049	CLERK	\$8.08	\$9.84
1050	CLERK	\$8.08	\$9.84
1051	ASSESSOR'S CLERK	\$8.25	\$10.05
1052	INTERMEDIATE ASSESSOR'S CLERK	\$8.68	\$10.57
1071	DEPUTY CLERK/MARRIAGE LICENSE	\$7.86	\$9.58
1400	SECRETARY TO SHERIFF	\$10.32	\$12.58
1405	SECRETARY-SHERIFF'S OFFICE	\$9.10	\$11.09
1414	INTERMEDIATE RECORDS CLERK	\$10.32	\$12.58
1415	RECORDS CLERK	\$8.25	\$10.05
1420	CLERK WORK CARDS	\$8.08	\$9.84
3021	ASSOC CIVIL ENGINEER - #L	\$15.31	\$18.64
3022	ASSOC CIVIL ENGINEER - #F	\$18.12	\$22.08
3024	ASSOC CIVIL ENGINEER - EROSION	\$18.12	\$22.08
3040	CONSTRUCTION INSPECTOR	\$11.40	\$13.89
3050	SENIOR ENGINEERING TECHNICIAN	\$11.68	\$14.23
3055	ENGINEERING TECHNICIAN	\$10.07	\$12.27
4028	ACCOUNTING TECHNICIAN	\$10.97	\$13.36
4030	SENIOR ACCOUNT CLERK	\$8.68	\$10.57
4031	SENIOR ACCOUNT CLERK(P.T)	\$8.68	\$10.57
4035	ACCOUNT CLERK	\$7.86	\$9.58
4036	ACCOUNT CLERK (PT)	\$7.86	\$9.58
4120	RECORDS SPECIALIST	\$8.68	\$10.57
4121	MICROFILM CLERK	\$7.49	\$9.12
4125	RECORDING CLERK	\$9.10	\$11.09
4126	RECORDING CLERK/SECRETARY	\$9.10	\$11.09
4130	RECORDS/MICROFILM CLERK	\$8.25	\$10.05
4325	SENIOR DEPUTY TREASURER	\$11.40	\$13.89
4340	DEPUTY TREASURER	\$9.32	\$11.36
4435	REAL PROPERTY APPRAISER	\$12.57	\$15.32
4436	PERSONAL PROP APPRAISER/CLERK	\$10.40	\$12.68
5031	SENIOR JUST COURT CLERK	\$11.68	\$14.23
5032	INTERMEDIATE JUST COURT CLERK	\$10.61	\$12.92
5033	JUSTICE COURT CLERK II	\$9.63	\$11.73
5034	JUSTICE COURT CLERK I	\$8.75	\$10.67
5051	SENIOR DIST COURT CLERK	\$12.26	\$14.94
5052	INTERMEDIATE DIST COURT CLERK	\$11.14	\$13.57
5053	DISTRICT COURT CLERK II	\$10.11	\$12.31
5054	DISTRICT COURT CLERK I	\$9.18	\$11.19
5060	DEPUTY CLERK	\$8.25	\$10.05
5430	LIBRARIAN	\$11.68	\$14.23
5435	CHILDREN'S LIBRARIAN	\$11.68	\$14.23
5440	LIBRARY TECHNICIAN III	\$10.85	\$13.23
5444	LIBRARY TECHNICIAN II	\$8.47	\$10.31
5448	LIBRARY TECHNICIAN I	\$7.29	\$8.88
6020	SENIOR PLANNER	\$16.48	\$20.07
6025	ASSOCIATE PLANNER	\$13.88	\$16.94
6030	ASSISTANT PLANNER	\$11.96	\$14.58

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ATTACHMENT A

DCEA-LISTING OF PAY RANGES
EFFECTIVE DATE: JULY 6, 1991

CLASS CODE	CLASS TITLE	MINIMUM	MAXIMUM
6040	PLANNING TECHNICIAN	\$10.32	\$12.58
6465	ANIMAL CONTROL OFFICER	\$9.32	\$11.36
6466	KENNEL MAINTENANCE WORKER	\$8.39	\$10.23
6470	JAIL COOK	\$8.37	\$10.21
6540	PUBLIC SAFETY DISPATCHER III	\$11.33	\$13.80
6541	PUBLIC SAFETY DISPATCHER II	\$10.32	\$12.58
6542	PUBLIC SAFETY DISPATCHER I	\$9.37	\$11.42
7020	SENIOR BUILDING INSPECTOR	\$16.08	\$19.57
7025	CODE ENFORCEMENT OFFICER	\$12.39	\$15.10
7030	BUILDING PLAN CHECKER	\$14.59	\$17.81
7040	BUILDING INSPECTOR	\$12.25	\$14.93
7044	BUILDING INSPECTIONS-INFO TECH	\$12.25	\$14.93
8020	BUYER	\$11.11	\$13.54
8025	STOREKEEPER	\$8.25	\$10.05
8030	SENIOR CADASTRAL DRAFTING TECH	\$11.96	\$14.58
8130	SOCIAL SERVICES WORKER	\$11.11	\$13.54
8131	SOCIAL SERVICES WORKER (PT)	\$11.11	\$13.54
8140	HOMEMAKER	\$5.76	\$7.02
8150	LICENSED PRACTICAL NURSE	\$10.74	\$13.09
9030	BUILDING MAINT TECHNICIAN	\$11.40	\$13.89
9231	SENIOR EQUIPMENT MECHANIC	\$13.19	\$16.08
9232	EQUIPMENT MECHANIC/WELDER	\$11.96	\$14.58
9233	EQUIPMENT MECHANIC	\$10.83	\$13.21
9235	INTERMEDIATE EQUIP MECHANIC	\$11.96	\$14.58
9430	PARK RANGER III	\$11.40	\$13.89
9435	PARK RANGER II	\$9.82	\$11.97
9436	TOPAZ PARK RANGER	\$9.32	\$11.36
9438	PARK RANGER I	\$8.28	\$10.09
9451	WEED CONTROL WORKER	\$11.41	\$13.90
9511	AIRPORT OPERATIONS WORKER	\$11.40	\$13.89
9620	SIGNAL LIGHT MAINT WORKER	\$11.96	\$14.58
9630	LEAD ROAD MAINTENANCE WORKER	\$12.57	\$15.32
9635	ROAD MAINTENANCE WORKER	\$9.82	\$11.97
9636	INTERMEDIATE ROAD MAINT WORKER	\$11.96	\$14.58
9920	COUNTY EXTENSION AGENT	\$10.32	\$12.58

ATTACHMENT B

DCEA-LISTING OF PAY RANGES
EFFECTIVE DATE: JANUARY 4, 1992

CLASS CODE	CLASS TITLE	MINIMUM	MAXIMUM
1006	TAHOE GENERAL SERVICES CLK	\$9.11	\$11.09
1010	PLANNING SECRETARY	\$9.81	\$11.95
1030	SECRETARY	\$9.33	\$11.36
1049	CLERK	\$8.28	\$10.09
1050	CLERK	\$8.28	\$10.09
1051	ASSESSOR'S CLERK	\$8.46	\$10.30
1052	INTERMEDIATE ASSESSOR'S CLERK	\$8.90	\$10.83
1071	DEPUTY CLERK/MARRIAGE LICENSE	\$8.06	\$9.82
1400	SECRETARY TO SHERIFF	\$10.58	\$12.89
1405	SECRETARY-SHERIFF'S OFFICE	\$9.33	\$11.36
1414	INTERMEDIATE RECORDS CLERK	\$10.58	\$12.89
1415	RECORDS CLERK	\$8.46	\$10.30
1420	CLERK WORK CARDS	\$8.28	\$10.09
3021	ASSOC CIVIL ENGINEER - #L	\$15.69	\$19.10
3022	ASSOC CIVIL ENGINEER - #F	\$18.57	\$22.64
3024	ASSOC CIVIL ENGINEER - EROSION	\$18.57	\$22.64
3040	CONSTRUCTION INSPECTOR	\$11.69	\$14.24
3050	SENIOR ENGINEERING TECHNICIAN	\$11.97	\$14.58
3055	ENGINEERING TECHNICIAN	\$10.32	\$12.58
4028	ACCOUNTING TECHNICIAN	\$11.24	\$13.70
4030	SENIOR ACCOUNT CLERK	\$8.90	\$10.83
4031	SENIOR ACCOUNT CLERK(P.T)	\$8.90	\$10.83
4035	ACCOUNT CLERK	\$8.06	\$9.82
4036	ACCOUNT CLERK (PT)	\$8.06	\$9.82
4120	RECORDS SPECIALIST	\$8.90	\$10.83
4121	MICROFILM CLERK	\$7.67	\$9.35
4125	RECORDING CLERK	\$9.33	\$11.36
4126	RECORDING CLERK/SECRETARY	\$9.33	\$11.36
4130	RECORDS/MICROFILM CLERK	\$8.46	\$10.30
4325	SENIOR DEPUTY TREASURER	\$11.69	\$14.24
4340	DEPUTY TREASURER	\$9.56	\$11.65
4435	REAL PROPERTY APPRAISER	\$12.88	\$15.70
4436	PERSONAL PROP APPRAISER/CLERK	\$10.66	\$13.00
5031	SENIOR JUST COURT CLERK	\$11.97	\$14.58
5032	INTERMEDIATE JUST COURT CLERK	\$10.87	\$13.25
5033	JUSTICE COURT CLERK II	\$9.87	\$12.02
5034	JUSTICE COURT CLERK I	\$8.97	\$10.94
5051	SENIOR DIST COURT CLERK	\$12.57	\$15.32
5052	INTERMEDIATE DIST COURT CLERK	\$11.42	\$13.91
5053	DISTRICT COURT CLERK II	\$10.36	\$12.62
5054	DISTRICT COURT CLERK I	\$9.41	\$11.47
5060	DEPUTY CLERK	\$8.46	\$10.30
5430	LIBRARIAN	\$11.97	\$14.58
5435	CHILDREN'S LIBRARIAN	\$11.97	\$14.58
5440	LIBRARY TECHNICIAN III	\$11.12	\$13.56
5444	LIBRARY TECHNICIAN II	\$8.68	\$10.57
5448	LIBRARY TECHNICIAN I	\$7.48	\$9.11
6020	SENIOR PLANNER	\$16.90	\$20.58
6025	ASSOCIATE PLANNER	\$14.23	\$17.37
6030	ASSISTANT PLANNER	\$12.26	\$14.94

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DCEA-LISTING OF PAY RANGES
EFFECTIVE DATE: JANUARY 4, 1992

CLASS CODE	CLASS TITLE	MINIMUM	MAXIMUM
6040	PLANNING TECHNICIAN	\$10.58	\$12.89
6465	ANIMAL CONTROL OFFICER	\$9.56	\$11.65
6466	KENNEL MAINTENANCE WORKER	\$8.60	\$10.49
6470	JAIL COOK	\$8.58	\$10.47
6540	PUBLIC SAFETY DISPATCHER III	\$11.62	\$14.15
6541	PUBLIC SAFETY DISPATCHER II	\$10.58	\$12.89
6542	PUBLIC SAFETY DISPATCHER I	\$9.61	\$11.71
7020	SENIOR BUILDING INSPECTOR	\$16.48	\$20.06
7025	CODE ENFORCEMENT OFFICER	\$12.70	\$15.47
7030	BUILDING PLAN CHECKER	\$14.95	\$18.25
7040	BUILDING INSPECTOR	\$12.56	\$15.31
7044	BUILDING INSPECTIONS-INFO TECH	\$12.56	\$15.31
8020	BUYER	\$11.39	\$13.87
8025	STOREKEEPER	\$8.46	\$10.30
8030	SENIOR CADASTRAL DRAFTING TECH	\$12.26	\$14.94
8130	SOCIAL SERVICES WORKER	\$11.39	\$13.87
8131	SOCIAL SERVICES WORKER (PT)	\$11.39	\$13.87
8140	HOMEMAKER	\$5.91	\$7.19
8150	LICENSED PRACTICAL NURSE	\$11.01	\$13.41
9030	BUILDING MAINT TECHNICIAN	\$11.69	\$14.24
9231	SENIOR EQUIPMENT MECHANIC	\$13.52	\$16.48
9232	EQUIPMENT MECHANIC/WELDER	\$12.26	\$14.94
9233	EQUIPMENT MECHANIC	\$11.10	\$13.54
9235	INTERMEDIATE EQUIP MECHANIC	\$12.26	\$14.94
9430	PARK RANGER III	\$11.69	\$14.24
9435	PARK RANGER II	\$10.07	\$12.27
9436	TOPAZ PARK RANGER	\$9.56	\$11.65
9438	PARK RANGER I	\$8.49	\$10.34
9451	WEED CONTROL WORKER	\$11.70	\$14.25
9511	AIRPORT OPERATIONS WORKER	\$11.69	\$14.24
9620	SIGNAL LIGHT MAINT WORKER	\$12.26	\$14.94
9630	LEAD ROAD MAINTENANCE WORKER	\$12.88	\$15.70
9635	ROAD MAINTENANCE WORKER	\$10.07	\$12.27
9636	INTERMEDIATE ROAD MAINT WORKER	\$12.26	\$14.94
9920	COUNTY EXTENSION AGENT	\$10.58	\$12.89

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: September 17, 1991
By: B. Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By: [Signature] Deputy

SEAL

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

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