



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

11/1/2016 ~ 9:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

All items include discussion and possible action to approve, modify, deny, or continue unless marked otherwise.

1. **CLOSED SESSION:**

Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees Association/ AFSCME 4041 Comstock Chapter. This meeting will commence at 9:00 a.m. immediately preceding the regular commission meeting.

2. **CALL TO ORDER REGULAR MEETING AT 10:00 A.M.**

3. **PLEDGE OF ALLEGIANCE**

4. **DISCUSSION/POSSIBLE ACTION:**

Approval of Agenda for November 1, 2016.

5. **DISCUSSION/POSSIBLE ACTION:**

Approval of Minutes for October 4, 2016.

6. **CONSENT AGENDA**

I For possible action: Approval of claims for Accounts Payable dated 10/4/2016 (not including check 86922 see item 13) for \$1,605,434.56 and \$4,800.86 and dated 10/7/2016 for \$7,425.00. Payroll Checks dated 10/21/2016 for \$372,753.88.

II For possible action approval of Business Licenses First Readings:

A. JB HENDERSON CONSTRUCTION CO - Contractor / PO Box 53176 ~ Albuquerque (contractor)

B. FD THOMAS, INC. - Contractor / 217 Bateman Dr ~ Central Point, OR (contractor)

C. CODALE ELECTRIC SUPPLY, INC. - Contractor / 390 East 7th St ~ Reno (electrical supply)

D. YEE CHON HON dba RCY International, LLC - General / 115 East Moana ~ Reno (Asian food delivery)

E. PANASONIC PROCUREMENT CORP OF AMERICA - General / Electric Avenue TES

F. INTERTEK TESTING SERVICES NA, INC. - Contractor / 3933 US Route 11 ~ Cortland, NY (testing)

G. MSZ DESIGN, INC. - Contractor / 1052 Fleetwood Drive ~ San Jose, CA (Software installation)

H. ATLAS MECHANICAL, INC. - Contractor / 8260 Camino Santa Fe ~ San Diego (contractor)

I. MORITA MIYATA CORPORATION - Contractor / Shiba Square Building 8F ~ Tokyo JAPAN

J. KJK WASTE MANAGEMENT, LLC dba Desert Disposal - General / 4307 Margoree Lane ~ Fallon (portable potties)

K. EXPONENT, INC. - Professional / 149 Commonwealth Drive ~ Menlo Park, CA (Engineer)

L. SILVER STATE HEATING & AIR, LLC - Contractor / 80 Coney Island Drive ~ Sparks (contractor)

M. LACO, INC. - Contractor / 2603 Camino Ramon ~ San Ramon, CA (wiring contractor)

N. REED ELECTRIC & FIELD SVC. - Contractor / 5375 Louie Lane ~ Reno (motor repair)

O. THE CARPENTER GROUP dba Carpenter Crane Hoist – Contractor / 112 Baglay ~ Vallejo (supplier)

P. FINNCO SERVICE, INC. – Contractor / 8241 Beech Ave ~ Fontana, CA (elevator contractor)

Q. SSI NEVADA, LLC dba Schnitzer Steel Products – Contractor / 490 Valley Road ~ Reno (scrap pick-up)

R. CRITICALARC – Professional / 6188 Paseo Tienda ~ Carlsbad, CA (project management)

S. CENTRAL SIERRA CONSTRUCTION, INC. – Contractor / 2551 Precision Dr ~ Minden (contractor)

T. SPECIAL PRECISION – Professional / 1095 Reese Way ~ Reno (consultant)

U. VALIN CORPORATION – Contractor / 1941 Ringwood Ave ~ San Jose, CA (contractor)

V. SAFE T PROFESSIONALS, LLC – Professional / 794 East Kaibab Dr ~ Chandler, AZ (consultant)

W. FLEXLINK SYSTEMS, INC. – Contractor / 6580 Snowdrift Rd ~ Allentown, PA (conveyor contractor)

X. REIS ROBOTICS USA, INC. dba KUKA Industries – Professional / 6600 Center ~ Sterling Heights, MI (project management)

Y. M. ARTHUR GENSLER JR & ASSOC, INC. – Professional / 2 Harrison St ~ San Francisco (architect)

Z. HP COMPUTING AND PRINTING, INC. – Professional / 1501 Page Mill Rd ~ Palo Alto, CA (IT cons)

AA. CSSC – General / 8863 Greenback Lane ~ Orangevale, CA (commercial cleaning)

BB. OBEX CO – Contractor / 610 SW Broadway ~ Portland, OR (contractor)

CC. JOHN A SURWILLO – Contractor / 2699 Spearpoint Drive ~ Reno (machinery repair)

DD. MORGAN INDUSTRIAL, INC. – Contractor / 23810 NW Huffman ~ Hillsboro, OR (machinery)

EE. JPR SYSTEMS, INC. – Professional / 305 North Berry ~ Brea, CA (consulting)

FF. CLEANRITE, INC. – Contractor / 121 Woodland Ave ~ Reno (contractor)

GG. INLAND MARINE INDUSTRIES, INC. – Contractor / 3245 Depot Rd ~ Hayward, CA (metal fab.)

HH. SSR MANUFACTURING CORP – Contractor / 1834 Ferguson Lane ~ Austin, TX (automation equip)

II. COMMERCIAL JANITORIAL OF RENO – General / 145 Thomas Ave ~ Reno (janitorial)

JJ. WGD NEVADA, LLC – Professional / 1025 Connecticut Ave ~ Washington, DC (consulting)

KK. NORTHSTAR GROUP SVCS – Contractor / 4795 Quality Court ~ Las Vegas (asbestos abatement)

LL. ALL COMSTOCK, LLC ~ Home Business / 174 N C Street ~ Virginia City (consulting)

7. DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports

8. **BOARD COMMENT (No Action - No Public Comment)**

9. **DISCUSSION/POSSIBLE ACTION:**

Review and Possible Approval of Tahoe Reno Industrial Center (TRIC) Audit of Project Revenue and Net Revenue of the TRI Public-Private Partnership for the Year Ended June 30, 2015.

10. **DISCUSSION/POSSIBLE ACTION:**

Notice of Intent to file a loan/ grant application with USDA-Rural Development utilities programs, for the purpose of financing the Virginia City Waterline Projects to meet the present and future needs of the Virginia City Water System demands for the Virginia City/Gold Hill communities.

11. **DISCUSSION/POSSIBLE ACTION:**

Approval of modification and extension of Collective Bargaining Agreement Between Storey County (Employer) and the Storey County Employees Association AFSCME Local 4041 Comstock Chapter (Union).

12. **DISCUSSION/POSSIBLE ACTION:**

Approval of Resolution 16-449, a resolution to direct the County Assessor to prepare a list of all the taxpayers on the secured roll in the County pursuant to NRS 361.300 (3).

13. **DISCUSSION/POSSIBLE ACTION:**

Approval of check 86922 for \$4,500.00 to the Bucket of Blood Saloon for the paved lot.

14. **DISCUSSION/POSSIBLE ACTION:**

Approve Business Licenses Second Readings:

A. LEGACY FIRE SERVICES, LLC. – Contractor / 1380 Greg Street ~ Sparks (fire protection contractor)

B. MORROW EQUIPMENT COMPANY, LLC – Contractor / 3218 Pringle Rd ~ Salem, OR (cranes/hoists)

C. SWFL, INC., dba Filament – Contractor / 100 North Arlington ~ Reno (wireless sensor network)

D. BOMBARD ELECTRIC, LLC – Contractor / 3570 W. Post Rd ~ Las Vegas (electrical contractor)

E. MUNDIAL GROUP, INC. – Contractor / 81 Bairn ~ Silverlake, WA (quality control)

F. RENOWN REGIONAL MEDICAL CENTER – Nonprofit / 1155 Mill Street ~ Reno (home care)

G. BEAR COMMUNICATIONS, INC., dba Bearcom – Contractor / 5720 Arville St ~ Las Vegas (telecomm)

H. ERICSSON, INC. – Contractor / 6300 Legacy Dr ~ Plano, TX (telecomm)
 I. PINWIDDIE-HINES CONSTRUCTION, INC dba DH of Nevada – Contractor / 1105 Freeport ~ Sparks (general contractor)
 J. AECOM TECHNICAL SERVICES, INC. – Professional / 1 East 1st St ~ Reno (engineering consultant)
 K. M2 TRANSPORT – General / 1230 Westfield ~ Reno (transportation)
 L. FIGUEROA’S CLEANING dba Figueroa’s Cleaning – General / 5945 W Vanger Rd ~ Reno (cleaning)
 M. ENVIRONMENTAL SPRAY SYSTEMS, INC. – Contractor / 7114 Convoy Ct ~ San Diego (equipment)
 N. B&J, INC. – Contractor / 599 E Nugget Ave ~ Sparks (machine shop)
 O. D. W. NICHOLSON CORP – Contractor / 24747 Clawiter Rd ~ Hayward, CA (equipment)
 P. ARELLANO HEATING & AIR CONDITIONING LLC – Contractor / 32 S. Main ~ Yerington (cont.)
 Q. G&G BUILDING SERVICES, INC. – Contractor / PO Box 20851 ~ Greenfield, WI (equipment)
 R. DPR CONSTRUCTION, A GENERAL PARTNERSHIP – Professional / 1450 Veterans Blvd ~ Redwood City, CA (consulting)
 S. HORIZON COMMUNICATIONS TECHNOLOGIES – Contractor / 30 Fairbanks ~ Irvine, CA (low voltage contractor)
 T. CHEWY, INC. – General / 385 Milan (ecommerce, fulfillment) TRI
 U. SSUSA WEST, LLC – General / 470 East Sydney (steam sterilization of herbs/spices) TRI
 V. AQUA METALS RENO, INC. – General / 2500 Peru Drive (battery recycling facility) TRI

15. **PUBLIC COMMENT (No Action)**

16. **ADJOURNMENT**

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from

discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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 Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 10/26/2016; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Van Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/01/16

Estimate of time required: 60 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐ (**x Closed Session**)

1. **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees Association/AFSCME 4041 Comstock Chapter. This meeting will commence at 9:00 a.m. immediately preceding the regular commission meeting.

2. **Recommended motion.** No action

3. **Prepared by:** Austin Osborne

Department: Human Resources

Telephone: 775.847.0968

4. **Staff summary:** Pursuant to NRS 288 and Article 54 of the Bargaining Agreement between the Employer and the Union, the existing 2013-2016 Agreement is proposed by management to the Board of Commissioners be modified as tentatively agreed between the parties.

5. **Supporting materials:** See agenda packet for this item in regular meeting including enclosures: (a) Clean modified CBA; (b) strike-out text modified CBA; (c) added text modified CBA; (d) fringe benefits fiscal analysis; (e) wages benefits fiscal analysis; (f) position and grade change.

6. **Fiscal impact:**

Funds Available: n/a Fund: _____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

___@___ Department Head

Department Name: Commissioner's Office

___ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 1



Storey County Board of County Commissioners Agenda Action Report

Meeting date:		Estimate of Time Required: 0 -5	
Agenda: Consent ☒	Regular agenda ☐	Public hearing required ☐	

1. **Title:** Approval of Minutes for October 4, 2016.
2. **Recommended motion:** Approve minutes as submitted for October 4, 2016.
3. **Prepared by:** VANESSA

Department: Clerk **Telephone:** 847-0969
4. **Staff Summary:** Minutes of the County Commission Meeting held October 4, 2016.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** None
7. **Legal review required:** No
8. **Reviewed by:**

VB Department Head

Department Name: Clerk

_____ County Manager

Other Agency Review: _____

9. **Board Action:**

☐ Approved	☐ Approved with Modification
☐ Denied	☐ Continued

#5



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, OCTOBER 4, 2016 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman Gilman, Commissioner McGuffey, County Manager Pat Whitten, Fire Chief Gary Hames, District Attorney Anne Langer, Clerk & Treasurer Vanessa Stephens, Comptroller Hugh Gallagher, Deputy District Attorney Keith Loomis, Community Outreach Director Cherie Nevin, Public Works Director Mike Nevin, Recorder Jen Chapman, Planning Director/ Administrative Officer Austin Osborne, Planner Jason VanHavel

1. CALL TO ORDER REGULAR MEETING AT 10:00 A.M.

Meeting was called to order by the Chair at 10:01am

2. PLEDGE OF ALLEGIANCE

The Chair led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for September 20, 2016

Motion: Approve Agenda for October 4, 2016, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for September 6, 2016

Motion: Approve Minutes for September 6, 2016, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

5. CONSENT AGENDA:

- I For possible action: Approval of Assessor's recommended coorections to the 2016-17 Secured Tax Roll for Exemptions.
- II For possible action: Approval of the Assessor's Log of Changes made to the 2016-17 Secured Roll pursuant to NRS 361.310.
- III For possible approval Payroll checks dated 09/23/2016 for \$370,318.89. Accounts Payable checks dated 09/14/2016 for \$1,351,775.72.
- IV For possible action: Approval of Assessor's recommended corrections to the 2016-17 Secured Tax Roll for Clerical Error.
- V For possible action: Approval of licensing board first reading for Bonanza Saloon, General Cabaret License. A local business to operate out of 27 N C St., Virginia City, Nevada. Tina Perkins, Applicant.
- VI For possible action: Approval of licensing board first readings:
 - A. LEGACY FIRE SERVICES, LLC. - Contractor/1380 Greg Street-Sparks (fire protection contractor)
 - B. MORROW EQUIPMENT COMPANY, LLC - Contractor/3218 Pringle Rd-Salem, OR (cranes/hoists)
 - C. SWFL, INC., dba Filament-Contractor/100 North Arlington-Reno (wireless sensor network)
 - D. BOMBARD ELECTRIC, LLC - Contractor/3570 W. Post Rd-Las Vegas (electrical contractor)
 - E. MUNDIAL GROUP, INC. - Contractor/81 Bairn-Silverlake, WA (quality control)
 - F. RENOWN REGIONAL MEDICAL CENTER - Nonprofit/1155 Mill Street-Reno (home care)
 - G. BEAR COMMUNICATIONS, INC., dba Bearcom - Contractor/5720 Arville St. - Las Vegas (telecomm)
 - H. ERICSSON, INC. - Contractor/6300 Legacy Dr-Plano, TX (telecom)
 - I. PINWIDDIE-HINES CONSTRUCTION, INC. dba DH of Nevada - Contractor/1105 Freeport - Sparks (general contractor)
 - J. AECOM TECHNICAL SERVICES, INC. - Professional/1 East 1st St-Reno (engineering consultant)
 - K. M2 TRANSPORT - General/ 1230 Westfield- Reno (transportation)
 - L. FIGUEROA'S CLEANING dba Figueroa's Cleaning - General/5945 W. Vanger Rd.-Reno (cleaning)
 - M. ENVIRONMENTAL SPRAY SYSTEMS, INC. - Contractor/7114 Convoy Ct.-San Diego (equipment)
 - N. B&J, INC. - Contractor/599 E Nugget Ave- Sparks (machine shop)
 - O. D.W. NICHOLSON CORP - Contractor/24747 Clawiter Rd-Hayward, CA (equipment)
 - P. ARELLANO HEATING & AIR CONDITIONING LLC - Contractor/32 S. Main-Yerington (cont.)

- Q. G&G BUILDING SERVICES, INC.- Contractor/P.O. Box 20851-Greenfield, WI (equipment)
- R. DPR CONSTRUCTION, A GENERAL PARTNERSHIP - Professional/1450 Veterans Blvd-Redwood City, CA (consulting)
- S. HORIZON COMMUNICATIONS TECHNOLOGIES - Contractor/30 Fairbanks - Irvine, CA (low voltage contractor)

END OF CONSENT AGENDA

Chairman McBride and Vice Chairman Gilman disclosed they are business owners on C Street with general and cabaret licensing.

Motion: Approve Consent Calendar for October 4 2016, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

6. DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports

Community Outreach Director, Cherie Nevin:

- Mark Twain Community Center is hosting a Health Fair on October 8th, from 9AM to 3:30PM. The Nevada Health Center Mammovan will be present along with other health care and welfare vendors. Flu shots will also be available.
- Suggestions for CDBG projects need to be submitted by October 5, 2016.

Nicole Barde, Senior Citizen Center:

- Stacy Gilbert has been hired as the new Director of the Senior Center.

Merilee Miller, Lockwood Community Center:

- Ms. Miller presented the Board with copies of the Lockwood 100 year anniversary photo album.
- Committee members have picked out kitchen cabinets for the Community Center. The cabinets will be ordered as soon as measurements are done.

Jason VanHavel, Planner:

- The NDOT funded bike plan for Storey County is in the final stages and will be presented to the Board at an up-coming meeting.
- The solid-waste management plan for the County is being updated and will be presented when complete.

Public Works Director, Mike Nevin:

- Cape slurry seal project started in Lockwood and will begin in the Highlands tomorrow. Reader boards have been posted with the dates. This work will be done on Six Mile Canyon Thursday and Friday, with Mark Twain Estates to follow.

- The park project is behind due to unforeseen problems with utilities. The playground equipment will be erected by end of next week and then the pavers will be installed.

Planning Director/Administrative Officer Austin Osborne:

- The Lands Bill is moving forward – the transfer of land from the BLM to the County, and then to the homeowners is proceeding. After meeting with BLM State Director, it is apparent that BLM is continuing consistent dialogue to get this done.
- The next Planning Commission meeting will be Thursday, October 6th - 6PM, at the Courthouse.
- Mr. Osborne rebutted a September 23rd *Comstock Chronicle* article entitled “Oops. VC Leaks, again?” falsely alleging that the County did not respond to the newspaper’s public information inquiries, and a second article in the same edition of the *Chronicle* describing Storey County as a rotting fish. The rebuttal explained that the County provided the *Chronicle* its requested information, including copies of policies and an explanation of investigatory action being taken regarding alleged release of confidential information by one or more persons, and that the County responded within a timeframe stated as acceptable to the newspaper, but that the newspaper falsely reported that the County failed to respond to its requests.

Comptroller, Hugh Gallagher:

- The first quarter budget review will be presented at the next meeting.
- The certified audit is going very well and is 90% complete. As explained at the previous Commission meeting, there are a couple of GASB (Government Accounting Standards Board) items that need to be completed. In addition there is a review of retiree services that needs to be completed.

Deputy District Attorney, Keith Loomis:

- Update on the Malfitano case - appeal of denial of the application for liquor and general business licenses for the Bonanza Saloon and the liquor license for the Delta:
 1. The County’s response to the opening brief has been completed;
 2. Malfitano has approximately 30 days to file a reply brief, which will be reviewed by the Nevada Supreme Court staff to decide whether or not to schedule oral argument or to proceed without.

County Manager Pat Whitten:

- During the recent Governor’s Economic Development Conference, Mr. Whitten conducted a tour of TRI. The tour participants included regional and governmental leaders from around the State, as well as the private sector.
- The process continues for a new Public Works Director. There is approximately 90 days before the current Director, Mike Nevin, retires.

7. BOARD COMMENT: (No Action – No Public Comment)

Commissioner McGuffey:

- The last NACO meeting covered a wide range of topics including:
 1. The Fuel Indexing Bill – which all counties are required to put on the ballot;

2. The Navy's proposal for expansion north and south of Fallon. A lot of areas will be closed to the public that are now open;
3. NACO approved joining the National Wild Horse and Burro Rangeland Coalition as a general member to insure the public has a voice.

Chairman McBride:

- Street Vibrations was held two weeks ago and was a great celebration - the biggest one day event of the year, with thousands of people in town. Many visitors remarked on the hospitality of the town. Hats off to the Sheriff's Department which received many compliments about the Department's interaction with participants and visitors.
- The Outhouse Races and Undie Run last weekend drew a record number of participants and was enjoyed by many who were in town for the event. This is one of Virginia City's premier events.

8. DISCUSSION/POSSIBLE ACTION: Storey County to become a signatory to the Carson Water Subconservancy District (CWSD) FEMA Risk Charter that already exists between the CWSD, Federal Emergency Management Agency (FEMA) Region IX ["9"], U. S. Army Corps of Engineers (USACE), U. S. Geological Survey (USGS), U.S. Department of the Interior Bureau of Reclamation (USBR), State NFIP Coordinator, State Hazard Mitigation Office, and other partners to identify, assess, communicate, and plan for flood risks within the Carson River Watershed including portions within Storey County including, but not limited to, Virginia City, Gold Hill, American Flat, and Mark Twain, in addition to other jurisdictions already participating in the charter including portions of Douglas, Carson City, Lyon, and Churchill Counties in Nevada and Alpine County in California.

Ed James, Director of CWSD, discussed the mechanics of this Charter and its history:

- The CWSD has been working with its entities in dealing with flooding - a huge issue in this area.
- There have been concerns with studies provided by FEMA. CWSD feels it is more appropriate to deal with issues at a local level as the counties know what is needed.
- CWSD discussed this issue with FEMA and said CWSD would meet FEMA goals, but it would be done on a local level with local input.
- CWSD had been doing this for years when FEMA came up with the charter concept.
- This (charter) is an opportunity to bring up issues locally and then to FEMA as a partner. Flooding does not follow county lines, so this is a regional process.
- CWSD is a cooperative, technical partner with FEMA and can go after grants. Once a year the participants of the charter get together to discuss what programs to pursue under the next year's funding. A grant request is then submitted to FEMA. There have been seven successful requests in a row giving an opportunity to deal with flooding.
- By signing the charter, it shows cooperation and will dictate more what the County would like to pursue in the future.
- The goal is to reduce flood risk in the communities.
- There is nothing in the charter that dictates the County must follow any of the Federal programs.

Chairman McBride: Is there any financial impact to the County?

Mr. James: Not unless the County wants to put funds in to the program. The County will be dictating this. If the CWSD goes after a grant, there may be some things that the County would like which may include some staff time committed if the County feels it would be important to the community.

Mr. Osborne: Has worked on the CWSD Board for 8 years and is very impressed with the staff and the Board.

- CWSD is truly concerned with how to make the Carson River work for farmers, agriculture, and non-agriculture uses and to establish a cohesive relationship between all of the counties that are involved in this watershed.
- This is a non-regulatory Board with the purpose not to regulate but to improve and create collaboration.
- Through this charter, the Federal Government will allow a district like this – through regional cooperation - to say that they know the regulations are coming and also allow the local agencies to make decisions in mapping, mitigation, planning, and items they want to see happen. As long as the FEMA other agencies criteria are met, these decisions and items will be accepted – as opposed to agencies in other parts of the country trying to do flood planning and mitigation in this area when they have no idea what they're doing but it matches computer models.
- This charter is also an engaging mechanism that will allow the County to deal with flooding issues in Mark Twain and put mitigation in place where the County will be able to tie in to CWSD resources, including funding availability. This will enable the County to actually get a plan and start building in that area in the next five year period.
- If the County does not like the charter, there are escape clauses that can be utilized.

Public Comment:

None

Motion: In accordance with the recommendation by staff, I, Lance Gilman, hereby motion for Storey County to become a signatory to the FEMA Risk Charter of the Carson Water Subconservancy District (CWSD) now existing between the CWSD, Federal Emergency Management Agency (FEMA) Region IX ["9"], U. S. Army Corps of Engineers (USACE), U. S. Geological Survey (USGS), U.S. Department of the Interior Bureau of Reclamation (USBR), State NFIP Coordinator, State Hazard Mitigation Office, and other partners listed in the Charter to identify, assess, communicate, and plan for flood risks within the Carson River Watershed including portions within Storey County including, but not limited to, Virginia City, Gold Hill, American Flat, and Mark Twain,

Action: Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

9. DISCUSSION ONLY/NO ACTION: Water quality in Lockwood, requested by Larry Huddleson.

Lockwood resident, Larry Huddleson, gave a presentation regarding concerns about safe drinking water in the Lockwood Community.

Mr. Huddleson reviewed a timeline that he prepared and presented it to the Commissioners:

- In June there was a report of brown water.

- Subsequently a homeowner was diagnosed with a bacterial infection caused by bad water. UNR took water samples from the homeowner's residence.
- Canyon GID suggested if there was brown water residents should run all faucets to flush it out and there would be no charges for monthly over water uses. Everyone was still charged.
- There were facebook posts indicating someone came out and accused a resident of capping the water, turning faucets on and then letting it go – which caused brown water.
- On August 21st, residents were informed that the problems were solved.
- EPA reps attended a Canyon GID meeting and were unaware of the previous report. After reviewing this report, they (EPA) issued a document to the GID stating there were significant deficiencies and requested certain things be done and dates to be completed.
- At a candidate forum, a GID candidate stated that it would be a waste of water to flush the system.
- Other residents are concerned that if they complain, the GID will shut off water.
- Mr. Huddleson is asking for help from the Commission to make sure Lockwood has healthy water. He just learned of a report that says the water is great – it should be broadcast to the community – it is a secret.
- Mr. Huddleson discussed the level of arsenic in the water which is near the edge. Help is needed to insure the water is safe.

Chairman McBride: Mr. Huddleson says that some of the water levels are elevated. Has it been said that the water levels are unacceptable or dangerous? At that point, wouldn't a "boil order" be issued?

Mr. Huddleson: Doesn't know. All Mr. Huddleson knows is that there is a fear factor that if "I complain they are going to shut my water off". And residents can't be convinced other than that. There was a water problem, they refused to acknowledge it was there. When it was acknowledged and the person did the process that was supposed to be done, that person was accused of doing it intentionally. Something is not right.

County Manager Whitten: Was given the letter this morning so it is no longer a secret. It will be presented to the County Clerk as a matter of record, as well as to the Commissioners, and the District Attorney.

Mr. Huddleson: The other concern is the EPA knew nothing of my letter/ testing, yet the GID had that report. It appears neither the EPA nor Lockwood are getting all of information. Mr. Huddleson's test results were given to the EPA and the GID at the meeting. The EPA had no record of it until given to them at that time.

Chairman McBride: What would be the reason they wouldn't have it until you gave it to them?

Mr. Huddleson: There may not be a reason. If I were a company who wanted someone to defend me, I would at least want to have all the information so as not to be blindsided.

Vice Chairman Gilman: Is it probable there was a follow up letter from NDEP which basically certified the water is potable and safe? Is there a recent document?

Mr. Huddleson: Does not know. He would have to ask for it – it does not come out everywhere. If the GID got it, where is it? The date of the NDEP letter was August 26th.

Commissioner McGuffey: Have you called to ask for any other information since then?

Mr. Huddleson: No. It was hoped they (NDEP) would be here to discuss this. Is there a way to sit down and review test results with someone?

Mr. Whitten: Suggests that Mr. Huddleson meet with Commissioner Gilman and Mr. Whitten to review this situation and will follow Mr. Huddleson's lead as to whether or not a GID representative should be included.

Mitch Andrini, Manager of Canyon GID: This district is responsible for water, sewer, streets, and storm drains.

- If the water was unsafe in Canyon GID, the NDEP and Bureau of Safe Drinking Water would be all over it. These organizations regulate the GID.
- The GID is under requirement to do a lot of testing – which is being done monthly at this time.
- If there was an issue with any results, the GID would be told to boil the water.
- Iron and manganese in the water are not considered contaminants or a health hazard for human consumption.
- It is not denied that there was an issue with rust-colored water.
- The GID cannot shut off anyone's water.
- Mr. Huddleston did not give Mr. Andrini any results, nor talked to Mr. Andrini about it.
- Natural occurring iron and manganese is treated.
- The GID has a "state of the art" water plant.
- The water is almost drinkable right out of the ground. Chlorine requirements are fulfilled. A by-product of the treatment for iron and manganese is treatment of arsenic, if there is any.
- Bacteria samples are done.
- The GID has been taking 15 or 20 results covering everything the water offers and had no issues. The GID is not denying that something happened and is under the assumption it was due to a fire hydrant opening when fires were being fought and it only affected a small portion of the community.
- The water plant is a looped system. If there was an issue, everyone would have it.
- Rust colored water is a common occurrence. Usually after ½ hour of flushing the water, it goes away. Mr. Andrini commented he would not want to drink it either and the concerns are understood. This is why the notice was sent out. It was not deliberate that there was rust colored water in the system.
- Mr. Huddleson does not have a report that water was unsafe. Ten residents called and each received a response. Outside water is tested, and if it comes out clear, that is all that can be done.
- Not everything is published, but all is on record. If someone calls with an issue, the GID is happy to share results.
- Tests are usually conducted quarterly but now due to the manganese, tests are being conducted monthly.
- Once a flushing program is done, iron and manganese is reintroduced into the system again as it builds up in the pipes over the years. The GID does not rush into a flushing program – it has to be engineered.

- The Fire Chief is on board with the GID to get a flushing program going.
- There is no way the GID can shut off people's water.

Vice Chairman Gilman: Is water quality tested at the well head where the water is received or at the consumer's faucet?

Mr. Andrini: Both. These sites are all approved by the NDEP. There are two addresses in the neighborhood.

Vice Chair Gilman: Are you familiar with the letter that came out about August 26th from NDEP with recommendations or suggestions for the GID?

Mr. Andrini: Yes. And the GID responded. Since this time the sanitary survey has been done - the NDEP checks all of the facilities and make recommendations. Several items are usually found such as need for a new valve or tank lid, along with standard items such as updates of emergency response and water samplings.

Chair McBride: Has the GID ever been threatened with a "show cause" hearing by NDEP?

Mr. Andrini: No. It is understood that NDEP is not the enemy, but is here to make sure the GID is doing its job and the water is safe.

Vice Chair Gilman: In the interest of the community - Flint, Michigan found out what it's like to make a mistake and set a precedent - it seems this could be easily resolved if a meeting is held with Mr. Huddleson, Mr. Whitten, Mr. Gilman, and the GID to look at the information collected by Mr. Huddleson versus what the GID has.

Mr. Whitten: Would be happy to coordinate that meeting. Most likely the Public Works Director and Water Treatment supervisor would also be included.

Commissioner McGuffey: At a meeting in Lockwood last night, only one person and one hesitant person - out of about 50 - raised hands when asked who actually had dirty water at this time. About one-half of the attendees indicated they have had dirty water at some time. Why would only two people have dirty water?

Mr. Andrini: At that meeting, residents were asked to please call the office if affected by dirty water. Zero calls were received. There are several things that could cause dirty water - a defective water heater, a dirty filtration system, dirty or broken pipes.

Public Comment:
None

10. DISCUSSION/POSSIBLE ACTION: Approve an award of the contract for improvements to the courthouse parking lot project (Project No. ST-2015-197) to the bidder submitting the most qualified bid.

Deputy District Attorney Keith Loomis presented this item. Also present: Chuck Reno from Farr West Engineering.

Mr. Reno discussed the background of this project.

- A mandatory, pre-bid meeting was held on September 13th.
- This project is for the improvement of the parking lot including 75 parking stalls, electrical, landscaping, and a perimeter block wall.
- The bid opening was held on September 27th at the Farr West office with seven bidders present.
- The base bid amount, for the construction, averaged \$360,000. The alternate bid average, for the paving portion, was around \$118,000.
- References were verified for the lowest, responsible bidder – Peek Brothers, as well as for the second lowest bidder, MKD Construction. Results were good.
- A recommendation award was made to Peek Brothers for the base bid, plus alternate, in the amount of \$439,196.
- Farr West Engineering recommends award to Peek Brothers, the lowest, responsible, responsive bidder.

Mr. Loomis: An issue during the process was that the MKD Construction bid was within five percent of the Peek Brothers bid, meaning that if MKD could receive a preference for the bid it would potentially be considered better than Peek Brothers. MKD sought a Nevada employment preference requiring an affidavit stating compliance with the preference requirements within two hours of the bid opening. Twenty-four hours later, the attorney for MKD submitted the affidavit, acknowledging that it was late, stating that it was a diminimus problem and the bid should be accepted.

In response, Mr. Loomis commented that argument from Peek Brothers would state that MKD didn't get the affidavit in on time and the Peek bid would be the best if not for the preference that would be given to MKD. Mr. Loomis prefers the Peek Brothers argument as MKD did not comply with the statutory time for filing the affidavit.

Mr. Loomis supports the recommendation of Farr West Engineering.

Public Comment:

None

Motion: In accordance with the applicable federal, state, and county regulations , and the recommendation for approval by staff, I, Commissioner Lance Gilman, motion to approve an award of the contract for improvements to the courthouse parking lot project (Project No. ST-2015-197) to Peek Brothers, submitting the most qualified bid, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

The Chair called for recess at 11:30AM

Meeting reconvened at 11:48AM

11. DISCUSSION/POSSIBLE ACTION: Consideration and possible action on application for a business license for a medical marijuana dispensary for MM R&D LLC on C Street in Virginia City, Nevada.

Deputy District Attorney, Keith Loomis, presented this item:

- The County has been sued by MM R&D LLC for not granting a medical marijuana dispensary license to them. The suit was referred to the "Pool", who in turn referred it to attorney Hardy of Marquis Aurbach, in Las Vegas, to provide representation in this matter. Mr. Hardy is very experienced in medical marijuana establishment issues.
- After filing the lawsuit, MM R&D was told to file for a business license. The decision of whether or not to issue the license is before the Commission today.
- The address referenced in the application is 208 N C Street. The State has authorized provisional licensure for an address at 226 N C Street. The agenda item is not specific as to where this dispensary would be located.
- The staff recommendation is to deny the business license for the reason that the County has a zoning ordinance, 17.12.100 (b) stating: uses involving the sale, display, cultivation, or use of marijuana or illegal drugs or paraphernalia commonly used or associated with the use of marijuana or any illegal drug is prohibited.
- Based on this zoning ordinance prohibiting the use of marijuana, the District Attorney's office and staff recommendation is to deny the business license for the medical marijuana dispensary today.

Eva Segerbloom, attorney for MM R&D LLC, introduced owner Stephen McNeal, and Julie Montero, a registered nurse involved in the operation:

- Nevada citizens voted overwhelmingly in support of making medical marijuana constitutional.
- The language of the zoning regulation discussed by Mr. Loomis specifically talks about illegal drugs – not medical marijuana.
- Medical marijuana is different than marijuana and illegal drugs – because it is constitutional.
- The address is 208 N C Street and falls within the 5 mile rule.
- Surveys have been done, and this (request) complies with the Constitution and the State's regulatory scheme. This includes the 5 mile rule stating that if a provisional license is granted for one location you're allowed to move within 5 miles of that location provided it meets all requirements – far enough away from schools, community centers, etc. The survey is attached to the business license application.
- For patients from Storey County that could benefit from medical marijuana usage, this is the only medical marijuana establishment approved for Storey County. By law, only one dispensary would be allowed for Storey County. If this one does not open, there will not be another one, and patients will have to travel further. Weather makes it difficult if people have to travel outside of the county.
- This is a very rigorous, statutory scheme with a lot of safeguards in place. The most well-regulated scheme in the entire country – in terms of security and what patients have to do to get a card to be allowed in.

- The Commissioners are urged to consider the taxes from medical marijuana that could benefit citizens, as well as the implications of Question 2.
- If Question 2 passes with the State allowing adult usage, medical marijuana establishments will be “grandfathered in” for that adult usage. If this happens and there is no dispensary in Storey County, the County will lose out on potential tax income which could benefit the residents.
- Taxes will go directly to education. Under Question 2, it is a 15% tax on top of 10%.
- Recently, Ms. Segerbloom and representatives of MM R&D have talked with residents of Storey County finding a lot of people in support.

Stephen McNeal, Owner of MM R&D LLC:

- Received the permit two years ago, along with one in Fallon.
- (Patients) have to go to a medical doctor, apply with the State, and then can come into the store – through a locked door, where medical marijuana is kept. It is legal.
- The benefits of marijuana are incredible.

Julie Montero, Registered Nurse:

- Has worked many years in hospitals in southern Nevada.
- There has been a medical marijuana program in Nevada since 2001.
- Marijuana is a natural, very healing plant.
- As a medical provider, Ms. Montero has educated constituents and talked with Commissioners and Council members in Las Vegas.
- Many members of this community are patients and want a natural answer to a treatment plan.
- You (Storey County) have the opportunity for the police, the fire department, educational system to have more funds, and will have the choice where the funds go.
- It is an opportunity and, understood, an option for the County. These are big decisions.
- Ms. Montero educates the state and has a publication “Cannibis Nurses Magazines.com” and challenges everyone to educate themselves.

Public Comment:

Edith Andreas, Virginia City Resident: Lives within a couple of blocks of both of the proposed addresses for this pharmacy.

- Rejects the comments of MM R&D that the planned dispensary is local, compassionate care.
- Residents of Virginia City and the immediate area who are patients with a prescription for any medicine need to go to Reno, Carson City, Dayton, or a comparable place to get the prescription filled.
- If MM R&D was seeking to establish a full service pharmacy in Virginia City this effort would be more widely supported and it would be within Storey County’s existing zoning restrictions.
- Why should this community create an exception to the zoning ordinances that all have had to comply with, in order for (MM R&D) to profit from a very narrow spectrum of patients.
- There are concerns about local safety and health. Ms. Andreas did research and believes the County can expect negative consequences. Ms. Andreas reviewed the research.
- A local newspaper wrote that after talking with Mr. McNeal, who had spoken with people of all ages, that everyone – 100% - was in favor of the idea.
- Ms. Andreas was opposed in 2014 and is opposed now. Other residents living a few blocks away from the location, are also opposed. It is not right for the community.

Nicole Barde, Storey County resident: Does not care one way or the other. Ms. Barde understands denying (this request) based on an ordinance, but does not understand why the ordinance cannot be changed. In situations such as the brothel ordinance, ordinances are changed. The brothel ordinance has been changed several times. Why not change the ordinance about marijuana, which is ambiguous –and revise it to be more accommodating?

Mike Nevin, Storey County citizen, taxpayer, and resident: Lives within a quarter block of the proposed location and is adamantly opposed.

Bill Avansino, Virginia City lifetime resident: Lives within the boundaries of the proposed 208 C Street - is also opposed and would not like this near the neighborhood, grandchildren, or any other children going to and from the park or the baseball field.

Mark Joseph Phillips, Virginia City resident: This ordinance was approved at the end of 2012 by two previous Commissioners and it is obsolete.

- In July 2014, the Nevada Association of Counties sent a memorandum stating Storey and Lyon Counties had opted out of the medical marijuana establishment program.
- In September 2014, this Commission passed an ordinance putting a moratorium prohibiting medical marijuana establishments for a year.
- No new ordinance, no discussion since then.
- Reference to marijuana in Title 17 zoning is buried in the definition – it's not clear to the public.

Tamara Merlon, Sparks resident:

- Worked and managed one of the busiest marijuana dispensaries in Nevada - Sparks.
- This is very regulated and professionally run.
- There were very good relations with sheriffs and police.
- If there was break-in next door, the police knew there would be photos and videos of perpetrators due to the sophisticated security systems. It is very safe.
- Patients feel safe.
- Patients take this medicine very seriously. Overwhelmingly, the patients are "baby boomers" – disabled, on limited income, veterans. This is an alternative, natural medicine for those tired of taking chemical medications.
- The medication cannot be opened until the patient gets home and all abide by the regulations.
- It is not a party atmosphere.
- There have been no issues around the premises. It is very professional on the outside, people driving by have no idea it is a dispensary.
- The State of Nevada watched other states to see what was working. Nevada followed Arizona, which is like a doctor's or pharmacy's office model of business.
- Ms. Merlon supports this green pharmacy – patients need access to their medicines.

Sam Toll, Storey County resident:

- Speaking on behalf of the Libertarian Party, Storey County chapter.
- It's counterintuitive to think that providing the opportunity for medicinal marijuana to be available to the public that the public would suffer from safety issues.
- High school kids cannot walk through the door of the dispensary as ID will be checked and you have to go to a doctor first.

- The black market provides opportunities for kids to have access to all kinds of substances.
- Research regarding DUI's from marijuana usage show instances did increase but were statistically minimal.
- This is an opportunity to provide Storey County residents with access to a legal, State authorized and mandated substance.
- Mr. Toll believes Storey County had the opportunity to "opt out" when the State first asked if this was something the County wanted – the County chose to not opt out.
- Mr. McNeal appears to be an up-standing citizen – not a "dope dealer".
- The Libertarian Party of Nevada urges the Commission to go against counsel and approve the license requested.

Stephen McNeal, MM R&D CEO:

- To clarify, when first applying in Storey County, Mr. McNeal read the law that is being talked about – that it's against the law to sell, purchase, or have marijuana.
- What is being talked about is a highly regulated business – medical marijuana.
- The difference is marijuana is illegal, not tested, and can only be bought on the black market.
- Medical marijuana is highly regulated. A State license is required costing \$30,000, with renewal each year at a cost of \$5,000. Stores must have security with cameras and locked doors.
- Mr. McNeal deals with medical marijuana only.
- A recent report indicates that marijuana kills cancer cells.
- The business is set up with three steps: A person must go to the doctor, then to the State, and then to the business. Purchase can be done on the internet where the product is picked up at the State cultivation-production facility and taken to the customer. There is no product in Mr. McNeal's stores. Customers come into the store and can be assisted with on-line purchase.
- Mr. McNeal provides a registered nurse for consultation.

Pierre, Las Vegas resident:

- Has been talking with local residents and understands the concerns.
- The purpose is to provide good medicine to good people and to avoid abuse.
- Pierre has talked to people who indicate that medical cannabis is the only relief for their various medical conditions. This medicine can come with no THC levels; people will not get stoned.
- Pierre discussed other situations where cannabis was a benefit for medical conditions.

Bob Summers, Virginia City foothills resident:

- Supports the "Green Cross Pharmacy" and is a principal member of Nevada Botanical Science, a group of local physicians and health care professionals operating a cultivation, production facility in north Reno. This is a responsible, compassionate, professional business.
- This is medicine. It is often the safest and most effective alternative to conventional medication.
- This is a highly regulated and professional industry.
- These businesses generate revenue, create jobs, help patients, and have a positive impact in the community.

County Manager Whitten:

- The record needs to be clear – there was comment that the last time the zoning ordinance was considered was in 2012. Mr. Whitten believes the zoning ordinance was last considered in 2014, with two of the current Commissioners on the Board.

Commissioner McGuffey: How many patients are there in Virginia City? Looking at this as a business – if there are not enough clients, you cannot be in business.

Cece Stanton, with the Cannabis Network of Nevada:

- These are medical records. Unfortunately that data is not available as it goes against HIPA compliance.

Julie Montero:

- The State of Nevada has constituted reciprocity. This means that every visitor/tourist from another state holding a medical marijuana card will be able to purchase here in a safe environment. The cards will be verified and only a certain amount can be purchased.
- The medicine is not just the flower bud, it is also lotions, capsules, tinctures, patches and salves.
- There are over 22,000 patients in Nevada. Prior to dispensaries, there were 7,000.
- Every tourist cardholder is revenue for the community.

Vice Chairman Gilman: Stated that he maintains drug free businesses and is not in favor of putting this business in this community.

Chairman McBride: The current County code does not allow this type of business in the current zoning ordinance. The Commission could not approve this license today if it wanted to. If the Commission wanted to change the ordinance - that process would have to be done first, and then revisit whatever type of business license regulation there might be. Right now, it is not legal in this county under the current ordinance, and it is staff and legal counsel's recommendation to deny this business license. That said, a motion to that effect is requested – to deny this business license based on these findings.

Motion: Move to deny the business license application for a medical marijuana dispensary because the current zoning ordinance does not authorize the approval of medical marijuana establishments in Storey County, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

12. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD

13. DISCUSSION/POSSIBLE ACTION: Liquor Board First Reading: Bonanza Saloon, Liquor License on & off sale. A local business to operate out of 27 N C St., Virginia City, Nevada. Tina Perkins, Applicant.

Chairman McBride and Vice Chairman Gilman disclosed that they own liquor licenses on C Street.

Sgt. Tony Dosen presented this item providing information regarding the applicant, but will not vote as he does not have the Sheriff's proxy.

Sgt. Dosen: This is the first reading and the matter is still in the background process.

Public Comment:

None

Motion: Approve the Liquor Board First Reading: Bonanza Saloon, Liquor License on & off sale, a local business to operate out of 27 N C St., Virginia City, Nevada. Tina Perkins, Applicant, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=3)**

14. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

15. DISCUSSION/POSSIBLE ACTION: Licensing board second readings:

- A. IAT CO., LTD. – Contractor / Fukushima JAPAN (equipment startup)
- B. TOTAL FACILITY SOLUTIONS, INC. – Contractor / 1001 Klein Road ~ Plano, TX (mech cont)
- C. SOUTHLAND INDUSTRIES – General / 96 Megabyte (hvac, plumbing design) TRI
- D. TKO STAFFING, INC. – General / 10600 University Ave ~ Coon Rapids, MN (staffing)
- E. RUBYCOM ENGINEERING, INC. – Contractor / 488 Fukujima JAPAN (equipment startup)
- F. MITSUTEC CO., LTD – Contractor / 134-1 Nakamura JAPAN (equipment startup)
- G. INTERMOUNTAIN SLURRY SEAL – Contractor / 1120 Terminal Way ~ Reno (pavement preserv.)
- H. TAIYO MACHINERY MFG CO., LTD – Contractor / 1-11-27 Osaka JAPAN (equipment startup)
- I. PERO CORPORATION – Contractor / 900 G River Street ~ Windsor, CT (equipment startup)
- J. ELWOOD STAFFING SVC., INC dba Elwood Staffing and Elwood Tradesmen – General / 4111 Central Ave ~ Columbus, IN (staffing agency)
- K. AM TECHNICAL SOLUTIONS, INC. – Contractor / 2213 RR 620 N #105 ~ Austin, TX (purity
- L. VALDO MAINTENANCE, LLC dba VT Maintenance – General / 88 Megabyte (truck repair)TRI
- M. CHEWY, INC. – General / 385 Milan (ecommerce, fulfillment) TRI
- N. SSUSA WEST, LLC – General / 470 East Sydney (steam sterilization of herbs/spices) TRI
- O. AQUA METALS RENO, INC. – General / 2500 Peru Drive (battery recycling facility) TRI

Mr. Whitten, on behalf of Community Development, recommends continuation of items L., M., N., and O.

Motion: Continue Items L., M., N., and O., **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=3)**

Community Development recommends approval of items A. through K.

Motion: Approve Second Reading of Items A. through K., **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=3)**

16. PUBLIC COMMENT (No Action):

17. ADJOURNMENT

The meeting was adjourned by the Chair at 12:25 AM

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date:		Estimate of Time Required: 0 -5	
Agenda: Consent ☒	Regular agenda ☐	Public hearing required ☐	

1. **Title:** For possible action: Approval of claims for Accounts Payable dated 10/4/2016 (not including check 86922 for \$4,500.00) for \$1,605,434.56 and \$4,800.86 and dated 10/7/2016 for \$7,425.00. Payroll Checks dated 10/21/2016 for \$372,753.88.

2. **Recommended motion:** Approve as part of the Consent Agenda.

3. **Prepared by:** VANESSA

Department: Treasurer

Telephone: 847-0969

4. **Staff Summary:** Attached.

5. **Supporting Materials:** See attached

6. **Fiscal Impact:** Attached.

7. **Legal review required:** No

8. **Reviewed by:**

VB Department Head

Department Name: Treasurer

_____ County Manager

Other Agency Review: _____

9. **Board Action:**

☐ Approved	☐ Approved with Modification
☐ Denied	☐ Continued

#6 I

Report No: PB1315
Run Date : 10/12/16

STORRY COUNTY
CHECK REGISTER 10/14/16

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
86911	ADVANCED DATA SYSTEMS INC	SUPPORT		10/14/16	78442	1,780.00	1,780.00
86912	ALLISON, MACKENZIE, LTD	SERVICES AO		10/14/16	78410	625.00	
86913	ALPINE LOCK INC	JG		10/14/16	78410	6,750.00	7,375.00
86914	ALSCO INC	PW KEYS & REKEY		10/14/16	78416	422.00	422.00
		ST 71 LAUNDRY		10/14/16	78474	10.60	
		ST 72 LAUNDRY		10/14/16	78474	8.77	
		ST 75 LAUNDRY		10/14/16	78474	16.52	
		ST 74 LAUNDRY		10/14/16	78474	11.03	
		SHOP		10/14/16	78377	43.44	
		SHOP		10/14/16	78377	48.54	
		CH		10/14/16	78377	27.32	166.22
86915	APEX SAW WORKS	CUTTING BLADES		10/14/16	78378	407.51	407.51
86916	BEST BUY STORES, L.P.	CAMER CASES FOR DEPUTIES		10/14/16	78406	54.95	54.95
86917	BING CONSTRUCTION CO OF N	COLD MIX 1/2		10/14/16	78380	560.56	
		COLD MIX 1/2		10/14/16	78380	560.56	1,121.12
86918	BLACKPOINT LLC	REMOVAL AND INSTALL RADIO		10/14/16	78409	260.00	260.00
86919	BOARD OF REGENTS (COMPT)	QUARTERLY PROGRAM SUPPORT		10/14/16	78399	6,250.00	6,250.00
86920	BOUND TREE MEDICAL, LLC	EMS SUPPLIES		10/14/16	78475	430.90	430.90
86921	BRANDON, RUSSELL D	PUBLIC ADMINISTRATION		10/14/16	78511	60.00	60.00
86922	BUCKET OF BLOOD SALOON	LOT PAVED		10/14/16	78370	4,500.00	4,500.00
86923	BURRELL, SCOTT LEWIS			10/14/16	78379	86.36	
				10/14/16	78379	72.54	
				10/14/16	78379	39.66	
				10/14/16	78379	17.55	
				10/14/16	78379	112.50	
				10/14/16	78379	36.00	364.61
86924	BUSINESS & PROFESSIONAL	GARNISHMENT DISBURSED		10/14/16	78484	562.19	562.19
86925	CANYON GENERAL IMPROVEMEN	LOCKWOOD WATER & SEWER		10/14/16	78467	46.50	
		LOCKWOOD GARDEN WATER		10/14/16	78393	4.00	50.50
86926	CAPITAL CITY AUTO PARTS	PW 69008 SOLENOID		10/14/16	78404	22.98	
		BRINE		10/14/16	78404	70.78	
		PW56405-CIRCUIT TESTER		10/14/16	78404	22.78	
		TOURISM-IND JACK		10/14/16	78404	39.99	
		SHOP-MLTWTR-ENG ANALYZER		10/14/16	78404	56.99	
		PW 66604- PIN HITCH		10/14/16	78404	4.68	
		FR62657 STR WHL COVER		10/14/16	78404	7.49	
		STOCK-FILTER		10/14/16	78404	13.98	
		STOCK-FILTER		10/14/16	78404	15.96	
		PW53283- CLIP-BEZEL		10/14/16	78404	13.29	
		STOCK-FILTER		10/14/16	78404	37.59	

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86927 CAPITAL SANITATION CO	TRI PLOW-FILTERS TOURISM-AIR FILTER PW 48224- OIL SEAL PW31046- DELO PW48224- SEALS STOCK FILTERS STOCK-FILTERS		10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16	78404 78404 78404 78404 78404 78404	78.08 29.98 12.59 255.78 18.19 47.22 45.68	652.47
86928 CARSON READY MIX INC	ST VIBES ST VIBES		10/14/16 10/14/16	78382 78382	1,826.57 231.60	2,058.17
86929 CARSON SMALL ENGINES	CONCRETE FOR SIGNS LW PARK MOWER LW PARK MOWER		10/14/16 10/14/16 10/14/16	78384 78405 78405	240.40 150.71 59.95	240.40
86930 CASELLE INC	LW PARK MOWER-BELT, SPRING		10/14/16	78405	32.91	243.57
86931 CINTAS CORPORATION NO. 2	SUPPORT 1/2 POOL- FIRST AID POOL- FIRST AID SHOP-FIRST AID		10/14/16 10/14/16 10/14/16 10/14/16	78407 78387 78387 78387	202.00 48.20 22.95 145.82	202.00
86932 CITY OF CARSON TREASURER	STOREY CO COURT FEES		10/14/16	78362	20.00	20.00
86933 COMMUNITY CHEST INC	OCT 2016 PROGRAM SUPPORT		10/14/16	78394	20,583.33	20,583.33
86934 COMSTOCK CEMETERY FOUNDAT	TRAVEL NEVADA CEM TOUR 18 BOTTLES SOLD FREY RNCH		10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16	78383 78383 78383 78383 78383 78383	150.00 18.00 86.36 72.54 39.66 17.55	384.11
86935 COMSTOCK CHRONICLE (VC)	TAX PAYER NOTICE		10/14/16	78491	131.63	131.63
86936 COMSTOCK CIVIL WAR REENAC	STATEHOOD BALL		10/14/16	78385	1,000.00	1,000.00
86937 COMSTOCK COMMUNITY TV INC	10/01-12/31/16 CABLE BUSINESS OFFICE TV		10/14/16 10/14/16	78391 78472	87.00 87.00	174.00
86938 COMSTOCK GOLD MILL LLC	SEPT 22-OCT 5, 2016		10/14/16	78386	40.00	40.00
86939 DAIOHS USA INC	ST 72 WATER ST 71 WATER ST 74 WATER ST 75 WATER ST 75 WATER MAINT CH WATER WATER WATER COOLER LOCKWOOD WATER WATER FILTER EXCHANGE		10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16 10/14/16	78476 78476 78476 78476 78476 78411 78509 78402 78465 78465 78465	73.95 30.95 36.95 30.95 54.95 51.90 25.95 25.95 51.90 30.95 54.95	469.35
86940 DANT-PACIFIC LTD	GARNISHMENT DISBURSE		10/14/16	78477	455.45	

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86941 ELLIOTT AUTO SUPPLY INC	GARNISHMENT DISBURSE		10/14/16	78477	155.62	611.07
	SO STOCK PADS		10/14/16	78412	49.68	
	S056168 EXT WEAR		10/14/16	78412	49.68	
	IT CREDIT		10/14/16	78412	174.03	
	VC PARKS MOWER		10/14/16	78412	50.75	
	PW53283 BRAKE SHOES		10/14/16	78412	39.02	
	S056306 MOTOR ASY		10/14/16	78412	54.36	
	SHOP- WIPER BLADES		10/14/16	78412	20.04	
	BRUSH75 DEL 31		10/14/16	78412	350.07	439.57
86942 FARR WEST ENGINEERING	SIX MILE #14 CAPE SEAL		10/14/16	78414	805.31	
	VC STORM DRAIN TASK#10		10/14/16	78414	183.75	
	VC STORM DRAIN TASK #10		10/14/16	78414	180.00	
	MT #14 CAPE SEAL		10/14/16	78414	457.57	
	VCH #14 CAPE SEAL		10/14/16	78414	567.38	
	CH RETAINING WALL		10/14/16	78381	3,366.23	
	GH DEPOT		10/14/16	78381	1,374.10	
	SIX MILE CANYON DRAINAGE		10/14/16	78392	462.50	
	GIS SERVICES		10/14/16	78381	5,859.81	13,256.65
86943 FASTENAL COMPANY	CAMERA BATTERIES		10/14/16	78417	29.33	29.33
86944 FERGUSON ENTERPRISES INC	SWR GSKT		10/14/16	78415	418.37	418.37
86945 FERRELLGAS LP	IT TRAINING		10/14/16	78495	26.75	
	PROPANE - JAIL		10/14/16	78468	228.15	254.90
86946 GALLS INC	J.SIMONS HOLSTER		10/14/16	78466	103.94	103.94
86947 GET LOCAL SEARCH MKGING	FINAL PAYMENT SURVEILLANC		10/14/16	78419	16,157.95	16,157.95
86948 GLADDING, EDWARD A.	SCDA ADMIN		10/14/16	78508	1,680.00	
	16137CR BLACK		10/14/16	78568	6,204.00	7,884.00
86949 GOLDEN GATE/SET PETROLEUM	LW- UNL & DSL		10/14/16	78420	538.00	538.00
86950 GRANSBERRY, TOM	7.5 X45.00		10/14/16	78364	337.50	
			10/14/16	78364	630.00	967.50
86951 GTP INVESTMENTS LLC	POND PEAK QUAD COUNTY		10/14/16	78498	584.93	
	POND PK RENT		10/14/16	78367	324.14	
	UTILITIES		10/14/16	78367	40.00	949.07
86952 HARPER, LYNDA			10/14/16	78503	300.00	300.00
86953 HAYES + ASSOCIATES, INC	BIOMECHANIC'S REVIEW		10/14/16	78514	1,069.54	1,069.54
86954 HD SUPPLY FACIL MAINT LTD	DECAL-SODIUM		10/14/16	78448	12.12	12.12
86955 HISTORIC FOURTH WARD SCHO			10/14/16	78388	86.36	
			10/14/16	78388	72.54	
			10/14/16	78388	39.66	
			10/14/16	78388	17.55	
	QUARTERLY PROGRAM SUPPORT		10/14/16	78397	23,750.00	
	SEPT 22-OCT 5, 2016		10/14/16	78388	140.00	

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86956	HOMETOWN HEALTH	16010132-00056		10/14/16	78388	10.00	24,116.11
86957	INTERCEPT INC	16010132-00056		10/14/16	78376	552.36	
				10/14/16	78376	8,828.55	9,380.91
86958	IRON MOUNTAIN INFO MGT IN			10/14/16	78502	240.00	240.00
86959	ITI SOURCE LLC	NT147 STOREY OCT 16		10/14/16	78493	250.75	250.75
		SHIPPING		10/14/16	78497	15.00	
86960	JAMES C MCLENNAN MDPC	MONITOR ARM TIM DESK		10/14/16	78497	158.56	173.56
86961	KIECHLER, CHRISTIAN A	OCT 2016 HEALTH OFFICER		10/14/16	78395	500.00	500.00
		SEPT 22-OCT 5, 2016		10/14/16	78389	36.00	
86962	L N CURTIS & SONS			10/14/16	78389	135.00	171.00
		VFD SAFER GRANT PPE		10/14/16	78479	358.00	
		AFG GRANT PPE EXPENSE		10/14/16	78479	26,700.00	
		AFG GRANT EXPENSE		10/14/16	78479	60,355.00	
		VFD SAFER GRANT PPE		10/14/16	78479	170.00	
		HELMET SHIELDS		10/14/16	78479	375.00	
86963	LIBERTY ENGINE CO NO 1	AFG GRANT EXPENSE		10/14/16	78479	318.00	88,276.00
				10/14/16	78430	86.36	
				10/14/16	78430	72.54	
				10/14/16	78430	39.66	
				10/14/16	78430	17.55	
		QUARTERLY PROGRAM SUPPORT		10/14/16	78400	2,500.00	2,716.11
86964	LIFE-ASSIST INC			10/14/16	78480	441.14	441.14
86965	LYON CO COMPTROLLER	EMS SUPPLIES		10/14/16	78375	1,694.15	
		BALANCE WNYC		10/14/16	78375	6,930.50	8,624.65
86966	MACKAY MANSION MUSEUM			10/14/16	78429	86.36	
				10/14/16	78429	72.54	
				10/14/16	78429	39.66	
				10/14/16	78429	17.55	
				10/14/16	78429	2.00	
86967	MADISON, SCOTT & LISA	SEPT 22-OCT 5, 2016		10/14/16	78429	250.00	468.11
		100X100 FIBER		10/14/16	78499	2,348.47	2,348.47
86968	MARK TWAIN COMMUNITY CTR	OCT 2016 PROGRAM SUPPORT		10/14/16	78396	1,666.67	1,666.67
86969	METRO OFFICE SOLUTIONS IN			10/14/16	78504	107.20	
		OFFICE SUPPLIES		10/14/16	78490	67.79	
		BUILDING CLN SUPPLIES		10/14/16	78365	67.25	
		LABELS, PENS, CLIPS, WHITE		10/14/16	78365	124.84	
		URN		10/14/16	78365	54.62	
		WHITE OUT, PPR FLAGS, HIGH		10/14/16	78366	34.89	
		CALC PAPER, CLIPS, STAPLES		10/14/16	78366	12.27	
		PENS, BUS DIARY		10/14/16	78365	66.44	
		VACUUM BAGS		10/14/16	78365	102.04	
		WRLESS MOUSE		10/14/16	78365	120.88	

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86970	MORRIS, ROBERT T	BILL FOR SEPT 2016		10/14/16	78510	2,800.00	2,800.00
86971	MOUND HOUSE TRUE VALUE	PW 57772 S HOOKS SUPPLIES		10/14/16	78418	1.99	
86972	MUSTANG RANCH RETAILER			10/14/16	78478	14.76	16.75
				10/14/16	78431	86.36	
				10/14/16	78431	72.54	
				10/14/16	78431	39.66	
				10/14/16	78431	17.55	
		SEPT 8-21, 2016 \$0 10/5		10/14/16	78431	8.00	224.11
86973	NEV ADMIN BLDG & GROUNDS	SEPTEMBER WATER PURCHASE		10/14/16	78422	8,355.64	8,355.64
86974	NEV COMPTROLLER	DIST COURT ADMIN ASSESS POPULATION FEES		10/14/16	78357	640.07	
86975	NEV COMPTROLLER			10/14/16	78359	395,621.28	396,261.35
				10/14/16	78505	150.00	
				10/14/16	78505	160.00	
				10/14/16	78505	321.00	
		FEES		10/14/16	78505	450.00	
				10/14/16	78505	2,792.00	3,873.00
86976	NEV DEPT HUMAN RESOURCES	AUG COUNTY MATCH		10/14/16	78421	3,549.62	3,549.62
86977	NEV DEPT OF CONSERVATION			10/14/16	78450	86.36	
				10/14/16	78450	72.54	
				10/14/16	78450	39.66	
				10/14/16	78450	17.55	216.11
86978	NEV DEPT OF PUBLIC SAFETY	FINGERPRINTS & BACKGROUND		10/14/16	78471	573.75	573.75
86979	NEV DEPT TAXATION	SAMANTHA		10/14/16	78494	25.00	25.00
86980	NEV DEPT TAXATION	VIRGINIA CITY TOURISM		10/14/16	78390	61.58	61.58
86981	NEV DIV OF HEALTH BUREAU	OP# 01837		10/14/16	78423	30.00	
		OP# 01837		10/14/16	78423	30.00	60.00
86982	NEV DIV OF MINERALS	MINING CLAIM FEE/STOREY		10/14/16	78496	3,910.00	3,910.00
86983	NEV DIV OF HEALTH-HUMAN	CONSUMER HEALTH PROTECT		10/14/16	78373	5,753.70	5,753.70
86984	NEV HUMAN RESOURCES	SFY17-RCW-SC-Q2		10/14/16	78374	6,369.00	6,369.00
86985	NEV TREASURER			10/14/16	78506	25.00	25.00
86986	NEVADA LEGAL SERVICE INC	FEES COLLECTED		10/14/16	78363	32.93	32.93
86987	NEXTEL OF CALIFORNIA INC	PLANNING COMMISSION		10/14/16	78368	1,557.82	1,557.82
86988	OFFICE DEPOT INC	RETURN ADDRESS STAMPS		10/14/16	78408	43.98	43.98
86989	OFFSITE DATA DEPOT, LLC	CLERK OFFICE		10/14/16	78444	269.98	269.98
86990	ON THE SIDE GRAPHICS & SI	OUTHOUSE/HAUNTOBER		10/14/16	78432	80.00	

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86991	OSBORNE, JOAN	BILL FOR SEPT 2016		10/14/16	78513	2,250.00	2,250.00
86992	OUTFRONT MEDIA LLC	10/17/16-11/13/16		10/14/16	78433	621.18	621.18
86993	PDM STEEL SERVICE CENTER	BRINE-ANGLE		10/14/16	78426	146.94	146.94
86994	PETRINI, ANGELO D			10/14/16	78434	86.36	
				10/14/16	78434	72.54	
				10/14/16	78434	39.66	
				10/14/16	78434	17.55	
				10/14/16	78434	136.00	352.11
86995	PHYSIO CONTROL INC	SEPT 22-OCT 5, 2016		10/14/16	78481	1,233.34	1,233.34
86996	PIERSON, JANET	LIFEPAK BATTERIES		10/14/16	78435	281.00	281.00
86997	PROTECTION DEVICES INC			10/14/16	78425	62.50	
		MONITORING OCT-JAN		10/14/16	78425	12.50	75.00
86998	PUBLIC AGENCY COMPENSATIO	MONITORING OCT-JAN		10/14/16	78372	50,503.08	
86999	PUBLIC EMPLOY RETIREMENT	JULY-SEP 2016		10/14/16	78372	74,348.68	124,851.76
87000	PURCELL TIRE & RUBBER CO	JULY-SEP 2016		10/14/16	78369	2,574.16	2,574.16
87001	RAD STRATEGIES INC	AFRICA, T		10/14/16	78427	374.68	
		FIRE T-9 TIRES		10/14/16	78427	490.64	865.32
		TOURISM-TIRES		10/14/16	78358	500.00	
		GIN PUB RELATIONS/MKTG		10/14/16	78358	375.00	
		DATABASE		10/14/16	78358	2,000.00	
		RELATIONS/MARKETING		10/14/16	78358	2,000.00	4,875.00
		CONSULTATION		10/14/16	78424	945.00	945.00
87002	RADAR SHOP INC-THE	RADAR RECERTIFICATION		10/14/16	78428	141.60	
87003	RAPID SPACE LLC	RESTROOM RENTAL VCH		10/14/16	78428	141.60	283.20
87004	RAY MORGAN CO INC (CA)	RESTROOM RENTAL MT		10/14/16	78500	453.00	
		COPIER-COMM C STREET		10/14/16	78500	395.82	848.82
87005	REFUSE, INC	GIS PLOTTER CN2676-01		10/14/16	78438	146.73	146.73
87006	RENO GREEN LANDSCAPING IN	WWTP- SLUDGE		10/14/16	78439	373.00	373.00
87007	RENO TYOGRAPHERS, INC	1705 PERU MAINT.		10/14/16	78436	175.00	175.00
87008	REPORTING SYSTEMS, INC	BUSINESS CARDS DD KD VC		10/14/16	78482	564.00	564.00
87009	RESERVE ACCOUNT	FIRE/EMS REPORTING SYSTEM		10/14/16	78512	100.00	100.00
87010	RUPPCO INC	RESERVE ACCT 45839842		10/14/16	78483	233.10	233.10
87011	SAFEGUARD WEB & GRAPHICS	EMS SUPPLIES		10/14/16	78437	168.00	168.00
87012	SAINT MARYS ARTCENTER INC	GIFT SHOP MERCHANDISE		10/14/16	78451	86.36	

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87013 SANI-HUT COMPANY INC	\$0 OCT 7 FBF-CLOSED		10/14/16	78451	72.54	
	SEPT 8-22, 2016		10/14/16	78451	17.55	
	QUARTERLY PROGRAM SUPPORT		10/14/16	78398	8.00	10,184.45
87014 SBC GLOBAL SERVICES IN LD	ST. VIBES/DELTA PRKING LT		10/14/16	78453	264.00	264.00
	COMMUNITY DEVELOPMENT		10/14/16	78507	.09	
	FIRE/TRI		10/14/16	78507	6.04	
	CLERK		10/14/16	78507	3.45	
	RECORDER		10/14/16	78507	1.43	
	FIRE (VC)		10/14/16	78507	6.48	
	PUBLIC WORKS		10/14/16	78507	1.25	
	SHERIFF		10/14/16	78507	.89	
	JP		10/14/16	78507	1.38	
	SHERIFF		10/14/16	78507	4.60	
	COMPTROLLER/ADMIN		10/14/16	78507	.50	
	FIRE/LOCKWOOD		10/14/16	78507	1.12	
	FIRE (VC)		10/14/16	78507	9.77	
	COMMUNITY DEVELOPMENT		10/14/16	78507	.84	
	ASSESSOR		10/14/16	78507	4.16	
	CENTRAL DISPATCH		10/14/16	78507	11.72	
	COMMISSIONER		10/14/16	78507	6.58	
	FIRE (VC)		10/14/16	78507	1.43	
	IT		10/14/16	78507	2.04	
	PLANNING		10/14/16	78507	.77	
	VCTC		10/14/16	78507	25.73	90.27
87015 SBC GLOBAL SERVICES INC	847-7500 VCTC		10/14/16	78515	79.38	
	252-6412-COMMUNICATIONS		10/14/16	78515	3,929.35	
	847-0962 JOP		10/14/16	78515	65.39	4,074.12
87016 SHOAF, BRIAN ALLEN	SEPT 22-OCT 5, 2016		10/14/16	78454	3.00	
	SEPT 8-21, 2016		10/14/16	78454	9.00	12.00
87017 SIERRA PEST CONTROL INC	PEST CONTROL		10/14/16	78470	150.00	
	PEST CONTROL		10/14/16	78470	150.00	450.00
	PEST CONTROL		10/14/16	78470	150.00	
87018 SOUTHERN GLAZERS WINE & S	CEM GIN		10/14/16	78455	825.40	825.40
87019 SPALLONE, DOMINIC J III	STATION SUPPLIES		10/14/16	78485	666.00	666.00
87020 SPB UTILITY SERVICES INC	OPERATOR SUPPORT SEPT		10/14/16	78440	547.49	547.49
87021 ST CO SCHOOL DISTRICT			10/14/16	78456	86.36	
			10/14/16	78456	72.54	
			10/14/16	78456	17.55	
			10/14/16	78360	743,814.88	
			10/14/16	78456	4.00	743,995.33
87022 ST CO TREASURER	CLOSED FOR OCT 7 FBF \$0		10/14/16	78492	317.77	
	PROPERTY TAX RECEIVED		10/14/16	78492	579.47	897.24
	SEPT 8-21, 2016		10/14/16	78441	128.59	
	CORELOGIC PAMENT		10/14/16	78457	164.83	
	CORELOGIC PAYMENT		10/14/16	78457	164.83	
87023 ST CO WATER SYSTEM	VCTC		10/14/16	78457	164.83	

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87024	ST.MARYS IN THE MOUNTAINS	372 C ST		10/14/16	78441	146.71	3,349.70
				10/14/16	78441	140.67	
				10/14/16	78441	128.59	
				10/14/16	78441	128.59	
				10/14/16	78441	146.76	
				10/14/16	78441	182.95	
				10/14/16	78441	134.63	
				10/14/16	78441	651.19	
				10/14/16	78441	128.59	
				10/14/16	78441	74.62	
87025	STOREY COUNTY JEEP POSSE	GH DEPOT		10/14/16	78441	441.22	216.11
				10/14/16	78441	117.52	
				10/14/16	78441	297.71	
				10/14/16	78441	128.59	
				10/14/16	78441	66.82	
				10/14/16	78441	62.92	
				10/14/16	78457	78.20	
				10/14/16	78452	86.36	
				10/14/16	78452	72.54	
				10/14/16	78452	39.66	
87026	SUN PEAK ENTERPRISES	SEPT 22-OCT 5, 2016		10/14/16	78459	12.00	2,500.00
				10/14/16	78459	1,032.00	
				10/14/16	78459	46.00	
				10/14/16	78458	250.43	
				10/14/16	78469	123.66	
				10/14/16	78501	25.00	
				10/14/16	78501	25.00	
				10/14/16	78460	250.00	
				10/14/16	78461	36.00	
				10/14/16	78461	400.00	
87030	THE ANTOS AGENCY	CEM GIN T-SHRT DESIGN		10/14/16	78443	2,387.04	4,460.18
				10/14/16	78443	190.03	
				10/14/16	78443	1,226.22	
				10/14/16	78443	656.89	
				10/14/16	78445	196.67	
				10/14/16	78445	268.81	
				10/14/16	78487	190.15	
				10/14/16	78488	687.45	
				10/14/16	78473	298.45	
				10/14/16	78462	513.75	
87032	THOMAS PETROLEUM LLC	SEPT 22, OCT 5, 2016		10/14/16	78443	2,387.04	465.48
				10/14/16	78443	190.03	
				10/14/16	78443	1,226.22	
				10/14/16	78443	656.89	
				10/14/16	78445	196.67	
				10/14/16	78445	268.81	
				10/14/16	78487	190.15	
				10/14/16	78488	687.45	
				10/14/16	78473	298.45	
				10/14/16	78462	513.75	
87033	TRI GENERAL IMPROVEMENT	PW-REG & DSL VCH- DSL PW-REG & DSL VCH- REG & DSL 1705 PERU -W/S 1705 PERU -IRR		10/14/16	78443	2,387.04	465.48
				10/14/16	78443	190.03	
				10/14/16	78443	1,226.22	
				10/14/16	78443	656.89	
				10/14/16	78445	196.67	
				10/14/16	78445	268.81	
				10/14/16	78487	190.15	
				10/14/16	78488	687.45	
				10/14/16	78473	298.45	
				10/14/16	78462	513.75	
87034	TRUCKEE MEADOWS WATER SYS	ST 72 WATER SYST MAINT		10/14/16	78443	2,387.04	465.48
				10/14/16	78443	190.03	
				10/14/16	78443	1,226.22	
				10/14/16	78443	656.89	
				10/14/16	78445	196.67	
				10/14/16	78445	268.81	
				10/14/16	78487	190.15	
				10/14/16	78488	687.45	
				10/14/16	78473	298.45	
				10/14/16	78462	513.75	
87035	UNIFORMITY OF NEVADA LLC	HONOR GUARD UNI - KECKLEY WRIGHT UNIFORMS		10/14/16	78443	2,387.04	465.48
				10/14/16	78443	190.03	
				10/14/16	78443	1,226.22	
				10/14/16	78443	656.89	
				10/14/16	78445	196.67	
				10/14/16	78445	268.81	
				10/14/16	78487	190.15	
				10/14/16	78488	687.45	
				10/14/16	78473	298.45	
				10/14/16	78462	513.75	
87036	UNIVERSITY OF CHICAGO	BOOKS FOR GIFT SHOP		10/14/16	78443	2,387.04	465.48
				10/14/16	78443	190.03	
				10/14/16	78443	1,226.22	
				10/14/16	78443	656.89	
				10/14/16	78445	196.67	
				10/14/16	78445	268.81	
				10/14/16	78487	190.15	
				10/14/16	78488	687.45	
				10/14/16	78473	298.45	
				10/14/16	78462	513.75	
87037	VIRGINIA & TRUCKEE RR CO	BOOKS FOR GIFT SHOP		10/14/16	78443	2,387.04	465.48
				10/14/16	78443	190.03	
				10/14/16	78443	1,226.22	
				10/14/16	78443	656.89	
				10/14/16	78445	196.67	
				10/14/16	78445	268.81	
				10/14/16	78487	190.15	
				10/14/16	78488	687.45	
				10/14/16	78473	298.45	
				10/14/16	78462	513.75	

Report No: PB1315
Run Date : 10/12/16

STOREY COUNTY
CHECK REGISTER 10/14/16

Page 9

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
87038	VIRGINIA CITY TOURS INC	SEPT 22-OCT 5, 2016		10/14/16	78463	63.00	
				10/14/16	78463	2,097.00	2,160.00
		SEPT 22-OCT 5, 2016		10/14/16	78464	72.00	
		REFUND OVER SALE		10/14/16	78464	16.00	
				10/14/16	78464	1,180.00	
				10/14/16	78464	16.00	1,252.00
87039	VIRGINIA HIGHLANDS VFD	VFD SUPPORT		10/14/16	78486	1,250.00	
		CHIEF/BC UNIFORMS		10/14/16	78486	236.75	1,486.75
87040	WA STATE DEPT OF CORRECT	INMATE FOOD		10/14/16	78413	4,769.76	
		FREIGHT FOR INV#F151146		10/14/16	78413	1,426.67	6,196.43
87041	WASHOE COUNTY, NEVADA	DNA TESTING NRS 176.0915		10/14/16	78361	24.00	24.00
87042	WELHOUSE, RICHARD R			10/14/16	78447	4,060.00	4,060.00
87043	WESTERN ENVIRONMENTAL LAB	TTL COLIFORM		10/14/16	78449	20.00	
		HALO ACIDS, TTL TRIHALO		10/14/16	78449	750.00	770.00
87044	WORLDAPP, INC	INSPECTION APP SUBSCRIPT		10/14/16	78401	7,450.00	7,450.00
87045	3D CONCRETE INC	AGG BASE FOR PLAYGROUND		10/14/16	78446	281.03	281.03
						CHECKS TOTAL	1,609,934.56

PC NUMBER	VENDOR	FUND-DEPT	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CARD TOTAL
91	WELLS ONE COMMERCIAL CARD							
		PAYMENT						
		ADKINS BATTERIES +		EQUIPMENT MAINT	10/14/16	907	37.00	
		AMMON FOR BAILIFF			10/14/16	912	104.15	
		ANTINORO-2016NVSCA		SHERIFFS AND CHIEFS	10/14/16	906	250.00	
		AO SHRM STORE ONLINE		TRAINING	10/14/16	904	190.00	
		BAILIFF UNIFORMS			10/14/16	912	88.93	
		BUCCIANERI AT&T		INTERNET FOR IPADS	10/14/16	1482	108.84	
		BUCCIANERI NND&		NND& BREAKFAST	10/14/16	1482	100.00	
		C.NEVIN- ATT		INTERNET- 372 S C STRE	10/14/16	898	70.00	
		C.NEVIN- ATT		INTERNET- LOCKWOOD CEN	10/14/16	898	80.00	
		C.NEVIN- 4IMPRINT		NOTEPADS 2016 HEALTHFA	10/14/16	898	203.23	
		CW AMAZON MKTPLACE P		VC GUEST EXPERIENCE	10/14/16	908	15.00	
		CW EDITH PALMERS		RODEO EXPENSE	10/14/16	908	349.80	
		CW FRANKLINCOVEYPROD		PLANNERS FOR DD & KD	10/14/16	908	56.81	
		DD SQ THE ROASTING H		MEETING W/?	10/14/16	908	19.37	
		DIXON S DMV		REGISTRATION	10/14/16	907	36.25	
		DOSEN-116597		SHOTGUN SLING AND HAND	10/14/16	906	50.34	
		DUFRESNE FIRE PROT		VFD SAFER TRAINING	10/14/16	907	857.25	
		DUFRESNE HOME DEPOT		OPERATING SUPPLIES	10/14/16	907	23.95	
		DUFRESNE HOME DEPOT		ST 72/172 MAINT	10/14/16	907	135.42	
		INV #...4115418		SHIMS / REC OFFICE	10/14/16	909	9.05	
		JEFFH-HOME DEPOT		CH SLAMMER-MATERIALS	10/14/16	905	174.42	
		JEFFH-HOME DEPOT		SHOP-PAINT,TP HOLDER	10/14/16	905	14.25	
		JF BULLY'S THANK YOU		TO COUNTY MUSEUM VOLUN	10/14/16	904	100.00	
		JF NV SEC OF STATE		NOTARY PUBLIC BEDFORD	10/14/16	904	45.00	
		JF UNR EXTENDED STDY		MEDIA RELATIONS AO	10/14/16	904	225.00	
		JF UNR EXTENDED STUD		MEDIA RELATIONS TRAINI	10/14/16	904	225.00	
		KECKLEY DISTANCECME		PARAMEDIC REFRESHER	10/14/16	907	399.00	
		MARSHAL & SWIFT		ONLINE ESTIM FOR TESTI	10/14/16	910	22.00	
		MCDONALDS BREAKFAST		TRAVEL DAY FROM ASSES	10/14/16	910	7.69	
		MK TANNER FASTENERS		SLAMMER/MUSEUM	10/14/16	904	30.68	
		PRIORITY POSTAGE		16137CR BLACK	10/14/16	913	13.45	
		PW UNR EXTENDED STD		MEDIA RELATIONS TRAINI	10/14/16	904	225.00	
		PW VC JERKY COMPANY		VCTC CHAIR UPDATE	10/14/16	904	22.25	
		RUSSELL FASTRAK		COLD FIRE TOLL VIOLATI	10/14/16	907	30.00	
		RUSSELL USPS 092316		POSTAGE	10/14/16	907	6.45	
		RUSSELL USPS 100516		POSTAGE	10/14/16	907	12.90	
		RUSSELL USPS 100616		POSTAGE	10/14/16	907	9.14	
		SNYDER CUSTOM GLASS		CHIEF GILLENWATER GIFT	10/14/16	907	39.00	
		WALMART RECIEPT		SUPPLIES FRO TRN CLASS	10/14/16	903	51.15	
		062403		TONER CHECK PRINT CLER	10/14/16	911	175.99	
		150452869		LOCKWOOD DSL	10/14/16	911	85.76	
		7758470991291		JAMES BACK LINE	10/14/16	911	101.34	

Card Total

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

By Joe H. Gallagher 10.12.16
COMPTROLLER

TYPED CHECKS TOTAL 7,425.00

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

STOREY COUNTY PAYROLL SYSTEM
Check Register

Rept: PR0510A
Run: 10/18/16 11:38:06

Payroll Type: Regular Check Date: 10/21/16 Period-end Date: 10/16/16
Payroll Groups: 1 2 3 4 5 6 7 8 9

Check/ DD #	Emp #/ Ded #	Payee	Amount
----------------	-----------------	-------	--------

Total User Transfer for EFTPS:			60,520.08
Total Deductor Checks:			11,281.08
Total Employee Checks:			1,012.82
Total Employee Direct Deposit:			284,887.58
Total Employee Deds Xferd on Dir Dep File:			10,784.26
Total User Transfer to Deductor:			4,268.06
Total Disbursed:			372,753.88

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
_____	_____	_____
COMPTROLLER		

TREASURER		



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11-1-16

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Business License First Readings

2. **Recommended motion:** None required (if approved as part of the Consent Agenda)
I move to approve all first readings (if removed from consent agenda by request)

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioners' meeting for approval.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** None
____ District Attorney

8. **Reviewed by:**
 x Department Head
____ County Manager

Department Name: Community Development

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 6 II

Storey County Community Development

Business Licensing



P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • buslic@storeycounty.org

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

October 24, 2016
Via email

Fr: Stacey Bucchianeri

Please add the following item(s) to the **November 1, 2016**, COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. **JB HENDERSON CONSTRUCTION CO** – Contractor / PO Box 53176 ~ Albuquerque (contractor)
- B. **FD THOMAS, INC.** – Contractor / 217 Bateman Dr ~ Central Point, OR (contractor)
- C. **CODALE ELECTRIC SUPPLY, INC.** – Contractor / 390 East 7th St ~ Reno (electrical supply)
- D. **YEE CHON HON dba RCY International, LLC** – General / 115 East Moana ~ Reno (Asian food delivery)
- E. **PANASONIC PROCUREMENT CORP OF AMERICA – General / Electric Avenue** **TES**
- F. **INTERTEK TESTING SERVICES NA, INC.** – Contractor / 3933 US Route 11 ~ Cortland, NY (testing)
- G. **MSZ DESIGN, INC.** – Contractor / 1052 Fleetwood Drive ~ San Jose, CA (Software installation)
- H. **ATLAS MECHANICAL, INC.** – Contractor / 8260 Camino Santa Fe ~ San Diego (contractor)
- I. **MORITA MIYATA CORPORATION** – Contractor / Shiba Square Building 8F ~ Tokyo JAPAN
- J. **KJK WASTE MANAGEMENT, LLC dba Desert Disposal** – General / 4307 Margoree Lane ~ Fallon (portable potties)
- K. **EXPONENT, INC.** – Professional / 149 Commonwealth Drive ~ Menlo Park, CA (Engineer)
- L. **SILVER STATE HEATING & AIR, LLC** – Contractor / 80 Coney Island Drive ~ Sparks (contractor)
- M. **LACO, INC.** – Contractor / 2603 Camino Ramon ~ San Ramon, CA (wiring contractor)
- N. **REED ELECTRIC & FIELD SVC.** – Contractor / 5375 Louie Lane ~ Reno (motor repair)
- O. **THE CARPENTER GROUP dba Carpenter Crane Hoist** – Contractor / 112 Baglay ~ Vallejo (supplier)
- P. **FINNCO SERVICE, INC.** – Contractor / 8241 Beech Ave ~ Fontana, CA (elevator contractor)
- Q. **SSI NEVADA, LLC dba Schnitzer Steel Products** – Contractor / 490 Valley Road ~ Reno (scrap pick-up)
- R. **CRITICALARC** – Professional / 6188 Paseo Tienda ~ Carlsbad, CA (project management)
- S. **CENTRAL SIERRA CONSTRUCTION, INC.** – Contractor / 2551 Precision Dr ~ Minden (contractor)
- T. **SPECIAL PRECISION** – Professional / 1095 Reese Way ~ Reno (consultant)
- U. **VALIN CORPORATION** – Contractor / 1941 Ringwood Ave ~ San Jose, CA (contractor)
- V. **SAFE T PROFESSIONALS, LLC** – Professional / 794 East Kaibab Dr ~ Chandler, AZ (consultant)
- W. **FLEXLINK SYSTEMS, INC.** – Contractor / 6580 Snowdrift Rd ~ Allentown, PA (conveyor contractor)
- X. **REIS ROBOTICS USA, INC. dba KUKA Industries** – Professional / 6600 Center ~ Sterling Heights, MI (project management)
- Y. **M. ARTHUR GENSLER JR & ASSOC, INC.** – Professional / 2 Harrison St ~ San Francisco (architect)
- Z. **HP COMPUTING AND PRINTING, INC.** – Professional / 1501 Page Mill Rd ~ Palo Alto, CA (IT cons)
- AA. **CSSC** – General / 8863 Greenback Lane ~ Orangevale, CA (commercial cleaning)

Storey County Community Development

Business Licensing



P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • buslic@storeycounty.org

- BB. OBEX CO** – Contractor / 610 SW Broadway ~ Portland, OR (contractor)
- CC. JOHN A SURWILLO** – Contractor / 2699 Spearpoint Drive ~ Reno (machinery repair)
- DD. MORGAN INDUSTRIAL, INC.** – Contractor / 23810 NW Huffman ~ Hillsboro, OR (machinery)
- EE. JPR SYSTEMS, INC.** – Professional / 305 North Berry ~ Brea, CA (consulting)
- FF. CLEANRITE, INC.** – Contractor / 121 Woodland Ave ~ Reno (contractor)
- GG. INLAND MARINE INDUSTRIES, INC.** – Contractor / 3245 Depot Rd ~ Hayward, CA (metal fab.)
- HH. SSR MANUFACTURING CORP** – Contractor / 1834 Ferguson Lane ~ Austin, TX (automation equip)
- II. COMMERCIAL JANITORIAL OF RENO** – General / 145 Thomas Ave ~ Reno (janitorial)
- JJ. WGD NEVADA, LLC** – Professional / 1025 Connecticut Ave ~ Washington, DC (consulting)
- KK. NORTHSTAR GROUP SVCS** – Contractor / 4795 Quality Court ~ Las Vegas (asbestos abatement)
- LL. ALL COMSTOCK, LLC** ~ Home Business / 174 N C Street ~ Virginia City (consulting)

Inspection Required

ec: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Comm Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Fritz Klingler, Fire Dept.

Sheriff's Office
Assessor's Office
Commissioners' Office

Storey County Board of County Commissioners

Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent [] Regular agenda [x] Public hearing required [x]

1. **Title:** Review and Possible Approval of Tahoe Regional Industrial Park (TRI) Audit of Project Revenue and Net Revenue of the TRI Public-Private Partnership for the Year Ended June 30, 2015.

2. Recommended motion

I hereby approve the Audit of Project Revenue in the amount of \$4,878,208 and Net Revenue of \$2,486,137 representing the TRI Public-Private Partnership for the Year Ended June 30, 2015.

3. Prepared by: Hugh Gallagher

Department: Comptroller

Telephone: 847-1006

4. Staff summary:

Per the TRI Public-Private Partnership developer agreement dated February 1, 2000 an annual of audit of Project Revenues and Project Costs as noted in a Stipulation Regarding TRI Reportable Costs Dated February 1, 2011 is performed to determine the Net Revenue for that Audit Year of which 35% is due the TRI Public-Private Partnership.

5. Supporting materials: June 30, 2015 Annual Audit as reported by Kohn and Company.

6. Fiscal impact:

Funds Available: Yes

Fund:

x Comptroller

7. Legal review required:

District Attorney

8. Reviewed by:

Department Head

Department Name: Commissioner's Office

County Manager

Other agency review: _____

9. Board action:

[] Approved

[] Approved with Modifications

[]	Denied
-----	--------

Continued

#9

TRI PUBLIC-PRIVATE PARTNERSHIP
SCHEDULE OF PROJECT REVENUE
AND NET REVENUE
AND
SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2015

TRI PUBLIC-PRIVATE PARTNERSHIP
TABLE OF CONTENTS
JUNE 30, 2015

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INDEPENDENT AUDITORS' REPORT	1-2
SCHEDULE OF PROJECT REVENUE AND NET PROJECT REVENUE	3
NOTES TO SCHEDULE	4-6
SUPPLEMENTARY INFORMATION	7
Schedule of Net Revenue Reimbursement	8
Schedule of Project Vouchers	9
Schedule of Reimbursement Limits	10

INDEPENDENT AUDITORS' REPORT

To the Members
Tahoe-Reno Industrial Center, LLC and
to the Commissioners of Storey County, Nevada

We have audited the accompanying schedule of project revenue and net revenue (Schedule) of the TRI Public-Private Partnership (Project) for the year ended June 30, 2015, and the related notes to the schedule. The prior year summarized comparative information has been derived from the Project's 2014 schedule of project revenue and net revenue and, in our report dated March 17, 2015, we expressed an unqualified opinion on that schedule.

Management's Responsibility for the Schedule

Storey County is responsible for the preparation and fair presentation of this schedule in accordance with the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC (TRI) dated February 1, 2000, as amended. Storey County is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of project revenue and net revenue is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the schedule of project revenue and net revenue referred to above presents fairly, in all material respects, the project revenue and net revenue of the TRI Public-Private Partnership for the year ended June 30, 2015, in accordance with the financial reporting provisions of the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC, as amended.

Basis of Accounting

We draw attention to Note 1 of the Schedule, which describes the basis of accounting. The Schedule is prepared by Storey County on the basis of the financial reporting provisions of the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC, as amended, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the financial reporting provisions of the contract referred to above. Our opinion is not modified with respect to this matter.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the schedule of project revenue and net revenue of the TRI Private-Public Partnership as a whole. The supplementary information included in pages 8 through 10 is presented for purposes of additional analysis and is not a required part of the schedule of project revenue and net revenue. Such information is the responsibility of Storey County and was derived from and related directly to the underlying accounting and other records used to prepare the schedule of project revenue and net revenue. Except for the information marked, "unaudited," the supplementary information has been subjected to the auditing procedures applied in the audit of the schedule of project revenue and net revenue and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the schedule of project revenue and net revenue or to the schedule of project revenue and net revenue itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, except for the information marked, "unaudited," the supplementary information is fairly stated in all material respects to the schedule of project revenue and net revenue as a whole. The information marked "unaudited" has not been subjected to the auditing procedures applied in the audit of the schedule of project revenue and net revenue and, accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

Our report is intended solely for the information and use of the members and management of the Tahoe-Reno Industrial Center, LLC and the Commissioners and management of Storey County, Nevada, and is not intended to be and should not be used by anyone other than these specified parties.

Kohn + Company CP

Reno, Nevada
June 22, 2016



TRI PUBLIC-PRIVATE PARTNERSHIP
SCHEDULE OF PROJECT REVENUE AND NET REVENUE
FOR THE YEAR ENDED JUNE 30, 2015
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2014)

	2015	2014 (Memorandum Only)
PROJECT REVENUE		
Sales tax	\$ -	\$ -
Real and personal property taxes	3,794,418	3,571,635
Tax settlements	19,084	-
Business licenses and fees	65,254	38,975
Building and special use permits	692,460	581,373
Real property transfer taxes	103,138	28,483
Fire and safety inspection fees	198,127	123,302
Recorder fees	5,727	3,267
Total project revenue	<u>4,878,208</u>	<u>4,347,035</u>
STIPULATED PROJECT COSTS	<u>2,392,071</u>	<u>2,278,163</u>
NET REVENUE	<u>\$ 2,486,137</u>	<u>\$ 2,068,872</u>

See accompanying notes

NOTES TO SCHEDULE

TRI PUBLIC-PRIVATE PARTNERSHIP
NOTES TO THE SCHEDULE OF PROJECT REVENUE AND NET REVENUE
FOR THE YEAR ENDED JUNE 30, 2015

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Tahoe-Reno Industrial Center, LLC (TRI) owns approximately 82,000 acres, of which more than 9,000 acres is zoned for industrial usage within Storey County, Nevada (County). On February 1, 2000, TRI, along with DP Operating Partnership, L.P., entered into a development agreement with the County for the purposes of completing structures, including grading, infrastructure, and all public facilities related to the Tahoe-Reno Industrial Center property. The TRI Public-Private Partnership (Project) represents the commitment between TRI and the County to fund the capital infrastructure costs and local community services required by the development agreement. According to the agreements, TRI is responsible for the construction of the Project public infrastructure, which shall be dedicated to and maintained by the County, such as streets, sidewalks and streetlights; flood control drainage channels, storm drains, basins and other related facilities; and County building complexes (i.e. fire stations, police stations, public works maintenance yards, and administrative offices). TRI is also responsible for the construction of the Project private infrastructure, which shall be dedicated to and maintained by the TRI General Improvement District, such as community water and sewer facilities. The utilities shall be dedicated to the purveyors. The railroad track and related facilities; landscaping of common areas; private trails and parks; and other property not dedicated to the County shall be constructed by TRI and dedicated to the TRI Owners Association. The County is responsible for separately recording certain revenue and expenses directly attributable to the Project, approving reimbursable costs, and determining the annual net revenue reimbursement to TRI, if applicable.

The agreements establish a threshold of \$5,000,000 for the Project net revenue before any reimbursements are made to TRI for Project-related infrastructure costs. This revenue threshold was met during the year ended June 30, 2008. Accordingly, the County is responsible for reimbursing TRI for the outstanding approved Project vouchers up to 35% of the annual net revenue. The County's annual debt is limited to 5% of the Project assessed valuation. See the supplementary schedules on page 10 for the calculation of these limitations.

Reporting Entity

This schedule includes only selected financial activity attributable to the Project as agreed upon by TRI and Storey County. Such information has been extracted from the financial records of Storey County, Nevada.

Basis of Accounting

Basis of accounting refers to when revenue and expenditures are recognized in the accounts and reported in the schedule. For purposes of this schedule, revenue includes only amounts actually received by the County within the fiscal year.

Project Revenue

Project revenue includes certain taxes and fees recorded by the County from Project-related sources. Project revenue does not include portions of any tax which are not specifically identifiable as to origin, actually distributed to the County, or are dedicated revenue for earmarked programs not associated with Project services. In addition, certain revenue sources may not be included in Project revenue based on mutual consent of TRI and the County.

Proceeds from certain tax settlements related to businesses within the Project subject to Nevada Revised Statutes (NRS) Chapter 360.750 must be used by the County only for the purposes authorized by NRS 354.6113 or 354.6115. Accordingly, such amounts are not included in Project revenue.

Stipulated Project Costs

In lieu of allocating actual operations and maintenance costs, capital outlay and overhead, TRI and the County have stipulated to a base total of \$1,700,000 for Project costs for the year ended June 30, 2008 with scheduled annual increases of 5%. Accordingly, the stipulated Project costs for the year ended June 30, 2015 total \$2,392,071.

TRI PUBLIC-PRIVATE PARTNERSHIP
NOTES TO THE SCHEDULE OF PROJECT REVENUE AND NET REVENUE (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2015

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates

The preparation of the schedule of project revenue and net revenue and supplementary schedules includes estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

Subsequent events have been evaluated through June 22, 2016, which represents the date the schedule of project revenue and net revenue was available to be issued. Subsequent events after that date have not been evaluated.

NOTE 2 - VOUCHERS

Through June 30, 2015, the Storey County Board of Commissioners has accepted vouchers totaling \$47,008,953 and approved payments and credits against property taxes owed by TRI totaling \$4,790,870. At June 30, 2015, outstanding approved vouchers totaled \$42,218,083, which includes vouchers totaling \$549,769 that were paid subsequent to year end on August 19, 2015 in the form of a credit against property taxes owed by TRI.

NOTE 3 - SUPPLEMENTAL CITY-COUNTY RELIEF TAX

During the year ended June 30, 2015, the State of Nevada notified the County that sales taxes generated within the County exceeded the Supplemental City-County Relief Tax (SCCRT) thus allowing the County to elect to be removed from its current "guaranteed" status effective July 1, 2015. Under the "guaranteed status," no portion of the SCCRT is allocated to the Project revenue because the amount the County receives is not affected by the existence of the TRI properties. The County elected to be removed from the guaranteed SCCRT and will receive revenue based on actual sales taxes collected from County sources, which may have a significant impact on future Project net revenue. However, it is uncertain at this time how the SCCRT attributable to the Project will be determined as there is no separately identifiable zip code or other mechanism in place to allocate the tax source within the County.

NOTE 4 - CONTINGENCIES AND UNCERTAINTIES

In addition to the SCCRT, the County receives other taxes and fees that have not been allocated to the Project because of the difficulty in determining a reasonable allocation method in the absence of information that specifically identifies the source of the funds. Accordingly, such amounts are not included in the schedule of project revenue and net revenue. In the event that the information necessary to allocate such taxes and fees becomes available or TRI and the County enter into a stipulation agreement to include additional revenue sources, such amounts may have a significant effect on the Project revenue and net revenue. The effect of any additional revenue sources that may be agreed upon in the future cannot be determined at this time.

SUPPLEMENTARY INFORMATION

TRI PUBLIC-PRIVATE PARTNERSHIP
SUPPLEMENTARY INFORMATION
SCHEDULE OF NET PROJECT REVENUE REIMBURSEMENT
FOR THE YEAR ENDED JUNE 30, 2015
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2014)

	2015	2014 (Memorandum Only)
NET PROJECT REVENUE		
For the year ended June 30, 2002	\$ 622,967	\$ 622,967
For the year ended June 30, 2003	281,152	281,152
For the year ended June 30, 2004	620,102	620,102
For the year ended June 30, 2005	599,079	599,079
For the year ended June 30, 2006	1,095,455	1,095,455
For the year ended June 30, 2007	1,537,981	1,537,981
For the year ended June 30, 2008	1,608,939	1,608,939
For the year ended June 30, 2009	1,844,154	1,844,154
For the year ended June 30, 2010	2,467,573	2,467,573
For the year ended June 30, 2011	2,179,714	2,179,714
For the year ended June 30, 2012	1,672,476	1,672,476
For the year ended June 30, 2013	1,559,563	1,559,563
For the year ended June 30, 2014	2,068,872	2,068,872
For the year ended June 30, 2015	2,486,137	-
	<u>20,644,164</u>	<u>18,158,027</u>
Revenue threshold	<u>(5,000,000)</u>	<u>(5,000,000)</u>
Total net project revenue reimbursement	15,644,164	13,158,027
LESS CUMULATIVE REPAYMENTS THROUGH JUNE 30	<u>(4,790,870)</u>	<u>(4,135,893)</u>
Total net project revenue reimbursement over cumulative repayments through June 30	<u>\$ 10,853,294</u>	<u>\$ 9,022,134</u>

See accompanying notes

TRI PUBLIC-PRIVATE PARTNERSHIP
SUPPLEMENTARY INFORMATION
SCHEDULE OF PROJECT VOUCHERS
FOR THE YEAR ENDED JUNE 30, 2015

Location/Costs	Prior to June 30, 2014		During the Year Ended June 30, 2015		June 30, 2015
	Total Approved Vouchers (Unaudited)	Vouchers Paid (Unaudited)	Vouchers Approved (Unaudited)	Vouchers Paid (Unaudited)	Outstanding Approved Vouchers (Unaudited)
Waltham Way Phase I	\$ 751,562	\$ (751,562)	\$ -	\$ -	\$ -
Waltham Way Phase II	3,226	(3,226)	-	-	-
Fire Station -					
Includes Hydrants	3,093,856	(3,093,856)	-	-	-
Britain	510,546	(287,249)	-	(223,297)	-
Denmark	804,327	-	-	(431,680)	372,647
Ireland	318,999	-	-	-	318,999
Italy	285,648	-	-	-	285,648
London	373,299	-	-	-	373,299
Milan	695,025	-	-	-	695,025
Peru	1,980,606	-	-	-	1,980,606
Pittsburgh	202,328	-	-	-	202,328
Portofino	3,685,873	-	-	-	3,685,873
RR Spur	4,918,261	-	-	-	4,918,261
Sydney	589,985	-	-	-	589,985
USA Interchange	10,725,755	-	-	-	10,725,755
USA Parkway	2,484,529	-	-	-	2,484,529
USA Parkway Phase II	8,920,764	-	-	-	8,920,764
USA Parkway Phase III	3,618,053	-	-	-	3,618,053
USA RR Bridge	2,380,905	-	-	-	2,380,905
Venice	507,017	-	-	-	507,017
Infrastructure					
2010-2011 Fiscal Year	120,013	-	-	-	120,013
2011-2012 Fiscal Year	28,482	-	-	-	28,482
2012-2013 Fiscal Year	-	-	9,894	-	9,894
	<u>\$ 46,999,059</u>	<u>\$ (4,135,893)</u>	<u>\$ 9,894</u>	<u>\$ (654,977)</u>	<u>\$ 42,218,083 *</u>

* Total does not reflect the following activities:

- 1) Vouchers totaling \$549,769 that were paid August 19, 2015 in the form of a credit against property taxes owed by TRI.
- 2) Storey County has established the TRI Payback Fund in order to accumulate money for the payback of approved vouchers. At June 30, 2015, the TRI Payback Fund balance totaled \$1,694,708.

See accompanying notes

TRI PUBLIC-PRIVATE PARTNERSHIP
SUPPLEMENTARY INFORMATION
SCHEDULE OF REIMBURSEMENT LIMITS
FOR THE YEAR ENDED JUNE 30, 2015
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2014)

	2015	2014 (Memorandum Only)
ANNUAL DEBT LIMIT CALCULATION		
Project Assessed Valuation (Unaudited)		
Land	\$ 58,020,871	\$ 68,963,210
Improvements	109,146,250	98,161,639
Personal property	51,040,441	46,499,217
	<u>218,207,562</u>	<u>213,624,066</u>
Total net project assessed valuation		
Percentage allowed	5%	5%
	<u>10,910,378</u>	<u>10,681,203</u>
Annual debt limit		
	<u>\$ 10,910,378</u>	<u>\$ 10,681,203</u>
ANNUAL NET REVENUE LIMIT CALCULATION		
Net revenue	\$ 2,486,137	\$ 2,068,872
Percentage allowed	35%	35%
	<u>870,148</u>	<u>724,105</u>
Annual net revenue limit		
	<u>\$ 870,148</u>	<u>\$ 724,105</u>
ANNUAL ELIGIBLE REIMBURSEMENTS BASED ON NET REVENUE LIMITS		
June 30, 2012	\$ -	\$ 182,041
June 30, 2013	-	545,847
June 30, 2014	554,560	724,105
June 30, 2015	870,148	-
	<u>1,424,708</u>	<u>1,451,993</u>
Reimbursed vouchers	(654,977)	(897,433)
Eligible reimbursements based on debt limits at June 30	<u>\$ 769,731</u>	<u>\$ 554,560</u>
SUMMARY OF OUTSTANDING VOUCHERS		
Total outstanding approved vouchers, beginning of year	\$ 42,863,166	\$ 43,732,117
Add new vouchers approved	9,894	28,482
Less reimbursements from Storey County	(654,977)	(897,433)
Approved outstanding vouchers	42,218,083	42,863,166
Approved outstanding vouchers in excess of reimbursement limits	(41,448,352)	(42,308,606)
	<u>769,731</u>	<u>554,560</u>
Approved outstanding vouchers eligible for reimbursement	<u>\$ 769,731</u>	<u>\$ 554,560</u>

See accompanying notes

June 22, 2016

Board of County Commissioners
Storey County, Nevada
Drawer D
Virginia City, Nevada 89440

Tahoe-Reno Industrial Center, LLC
c/o Norman Properties
PO Box 838
Poway, California 92074

We have audited the schedule of project revenue and net revenue of the TRI Public-Private Partnership (Project) for the year ended June 30, 2015, and have issued our report thereon dated June 22, 2016. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letters to you dated November 1, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies related to the Project's net revenue are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2015. Certain amounts have been included and excluded from the schedule of project revenue and net revenue based upon the agreements between the parties.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Issues concerning significant estimates made by management include:

- Management's identification of and process for making significant accounting estimates.
- Risks of material misstatement.
- Indicators of possible management bias.
- Disclosure of estimation uncertainty in the financial statements.

The most significant estimates affecting your schedule of project revenue and net revenue is the base utilized for Project costs based upon the joint agreement between the parties.

We evaluated the key factors and assumptions used to develop estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

A significant portion of Project revenue and the annual debt limit calculation is derived from real and personal property taxes that are based upon assessed values. The assessed values are estimated by the Storey County Assessor's Office and such valuations have not been subjected to any audit procedures.

We considered issues involved, and related judgments made, in formulating sensitive disclosures accompanying the schedule of Project revenue and net revenue and believe they are presented with overall neutrality, consistency, and clarity.

Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We proposed four adjustments that resulted in an increase in net revenue of \$200,229.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the schedule of project revenue and net revenue or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from the responsible parties that are included in the management representation letters dated June 22, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the schedule of project revenue and net revenue or a determination of the type of auditors' opinion that may be expressed on that schedule, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. Tahoe-Reno Industrial Center, LLC (TRI) hired a consultant to evaluate other County revenue sources to determine if amounts could be allocated to the Project. As systems to allocate such revenue sources may not be available or were not in place prior to June 30, 2015, such amounts have not been allocated to the Project and future inclusion is subject to agreement between TRI and the County. Otherwise, to our knowledge, there were no other consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the independent auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Under professional standards, we are required to inform you about transactions we noted that were both significant and unusual, or transactions for which there is a lack of authoritative guidance or consensus. We noted no such transactions reflected in the schedule of project revenue and net revenue.

As noted above, a consultant has questioned potential other sources of revenue that have not been allocated to the Project net revenue.

Other Matters

Supplementary Information

Except for the supplementary information marked, "unaudited," we made certain inquiries of management and evaluated the form, content, and methods of preparing the supplementary information accompanying the schedule of project revenue and net revenue to determine that the information is presented in



accordance with the development agreement between Storey County, Nevada and the Tahoe-Reno Industrial Center LLC, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the schedule of project revenue and net revenue. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the schedule of project revenue and net revenue or to the schedule itself.

This information is intended solely for the information and use of the members and management of the Tahoe-Reno Industrial Center, LLC and Commissioners and management of Storey County, Nevada, and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

KOHN & COMPANY LLP



Connie Christiansen, CPA, CFE, CGMA





Storey County Board of County Commissioners Agenda Action Report

Meeting date: November 1, 2016

Estimate of time required: 10 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Notice of Intent to file a loan/grant application with USDA-Rural Development utilities programs, for the purpose of financing the Virginia City Waterline Projects to meet the present and future needs of the Virginia City Water System demands for the Virginia City/Gold Hill communities.
2. **2. Recommended motion:** I move to approve the filing of an application with USDA-Rural Development Utilities Programs, for the purpose of financing the Virginia City Waterline Projects to meet the present and future needs of the Virginia City Water System and the demands for the Virginia City/Gold Hill communities and upon USDA RD providing a final loan/grant funding package, to authorize the Chairman of the Board to sign the obligating documents for a loan not to exceed \$2.5 million.

3. **Prepared by:** Cherie Nevin
Department: Community Services

Telephone: 847-0986

4. Staff summary:

Storey County, Nevada has filed a loan/grant application with the USDA-Rural Development utilities programs, for the purpose of financing the Virginia City Waterline Projects to meet the present and future needs of the Virginia City Water System demands for the Virginia City/Gold Hill communities. More specifically, the Phase I project will replace two existing water storage tanks with a 1,000,000-gallon storage tank, 4,600 lf of 8-inch water main on "B" St., and 1,500 lf of 10-inch main on Union St. Phase II will replace approximately 14,000 lf of existing transmission main between the 5-mile reservoir and a location 1.3 miles west of the Water Treatment Plant. The pipeline will be 12-inch PVC pipe.

The total cost of the project is approximately \$2.8 million and \$2.07 million for phases I and II, respectively. The projected loan amount is approximately \$2.5 million.

5. Supporting materials: Notice of Intent to File Application

6. Fiscal impact: ~~NONE~~ yes

Funds Available:

Fund:


Comptroller

7. Legal review required:

____ District Attorney

8. Reviewed by:

 Department Head
 County Manager

Department Name: Commissioner's Office

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 10

Public Notification of Intent to File Application

Storey County, Nevada has filed a loan/grant application with the USDA-Rural Development utilities programs, for the purpose of financing the Virginia City Waterline Projects to meet the present and future needs of the Virginia City Water System demands for the Virginia City/Gold Hill communities. More specifically, the Phase I project will replace two existing water storage tanks with a 1,000,000 gallon storage tank, 4,600 lf of 8-inch water main on "B" St., and 1,500 lf of 10-inch main on Union St. Phase II will replace approximately 14,000 lf of existing transmission main between the 5-mile reservoir and a location 1.3 miles west of the Water Treatment Plant. The pipeline will be 12-inch PVC pipe.

The total cost of the project is approximately \$2.8 million and \$2.07 million for phases I and II, respectively. The projected loan amount is approximately \$2.5 million. This matter will be scheduled for public discussion and comments at the November 1, 2016 Storey County Board of County Commissioners Meeting.

Questions concerning the project can be directed to Cherie Nevin, Community Relations Coordinator at 775-847-0986 or via email at cnevin@storeycounty.org



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/01/16

Estimate of time required: 60 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval of modification and extension of Collective Bargaining Agreement Between Storey County (Employer) and the Storey County Employees Association AFSCME Local 4041 Comstock Chapter (Union).
2. **Recommended motion.** In accordance with the recommendation by staff and the tentative agreement between Storey County (Employer) and the Storey County Employees Association AFSCME Local 4041 Comstock Chapter (Union), I [commissioner] hereby motion to approve the 2016-2019 Collective Bargaining Agreement between the parties.
3. **Prepared by:** Austin Osborne

Department: Human Resources **Telephone:** 775.847.0968
4. **Staff summary:** Pursuant to NRS 288 and Article 54 of the Bargaining Agreement between the Employer and the Union, the existing 2013-2016 Agreement is proposed by management to the Board of Commissioners be modified as tentatively agreed between the parties.
5. **Supporting materials:** Enclosures: (a) Clean modified CBA; (b) strike-out text modified CBA; (c) added text modified CBA; (d) fringe benefits fiscal analysis; (e) wages benefits fiscal analysis; (f) position and grade change.

6. **Fiscal impact:**

Funds Available: Fund: _____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

__@__ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 11

AGREEMENT
BETWEEN
STOREY COUNTY, NEVADA
AND
COMSTOCK CHAPTER, AFSCME LOCAL 4041
JULY 1, 2016 – JUNE 30, 2019

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PREAMBLE

This Agreement is made and entered into this *1st* day of July, 2016, at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Board of Commissioners in the County of Storey, Nevada, a County Government, hereinafter referred to as the Employer, and the Storey County Employee's Association AFSCME Local Union Comstock Chapter, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to provide proper standards of wages, hours and other conditions of employment.

ARTICLE 1. RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees in the job classifications listed in Appendix A attached hereto. The union is divided into the following two bargaining units for the purposes of this agreement.

1. Bargaining Unit A (Non-Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40 hr. week) and regular part-time (average 20+ hrs./week) non-supervisory county employees listed as such in Appendix A of this agreement.
2. Bargaining Unit B (Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40-hr. week) and regular part-time (average 20+ hrs./week) supervisory county employees listed in Appendix A of this agreement.

The Employer agrees not to recognize or bargain with any other organization purporting to represent the members of the bargaining unit for as long as the Union remains eligible for recognition as an Employee organization.

ARTICLE 2. SUPERVISOR EXCLUSION

This Agreement complies with NRS 288 by separating supervisory and non-supervisory employees into separate units pursuant to Article 1.

ARTICLE 3. DEFINITIONS

As used herein, unless the context otherwise requires, the words and terms listed below shall have the meanings ascribed to them in this section. All positions shall be filled according to this agreement and County policy.

1. "Anniversary Date" means the date on which the employee starts work as indicated in writing in an offer of employment, is reclassified or promoted to a new job classification, or a less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills maybe best utilized to their own or the organization's benefit, or where they are better able to perform the job in accordance with required standards, is not an Anniversary Date.
2. "Confidential Employee" means an employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the Personnel Director with concurrence of the County Manager. In addition, it includes any employee occupying the County Manager's Office and Human Resources. Confidential employees are not covered by this Agreement.
3. "Department Head" means an appointed or elected official directly responsible to the County Manager and his/her designee, or the electorate for the overall administration of a department.

4. "Supervisor" means the department head or his/her designee who is responsible for directing the work of other employees. The immediate supervisor is the person to whom the employee directly reports and from which is provided direction regarding work. Unless stated otherwise in this agreement, the "supervisor" means the department head or his/her designee.
5. "Regular Full-Time Employee" means an employee who has been retained in a regular position after completion of the probationary period, and whose regular workweek consists of at least 40 hours and whose work year includes at least 2,080 hours in a 12 month period. This definition shall be construed throughout the contract to mean that a full-time workweek consists of at least 40 hours. Current employees considered full-time with a 35-hour workweek shall continue to be considered full-time with a 35-hour workweek until such time as their full-time workweek becomes 40 hours.
6. "Regular Part-Time Employee" means an employee in a position which is considered half-time or more (i.e., 1040 - 2079 hours in a fiscal year period) according to the full-time work schedule of the employer. Employees who work 1,039 hours or less in a year are "Casual Employees" and are not subject to this agreement.
7. New Hired and Promoted Employee Evaluation Periods

"Probationary Employee" means an employee who is undergoing a working evaluation period during which s/he is required to demonstrate his/her ability to carry out the duties of the position to which hired.

- a. The new hire probation period pursuant to this agreement is 12 months.
- b. Newly hired probationary employees are employed "at-will" and are excluded from the coverage of this agreement. They may be laid-off or discharged from employment during this period for any reason with or without cause. After successfully completing the new hire probationary period, the employee shall be deemed to be a regular employee and subject to this agreement, and shall acquire seniority from his/her first date of hire.
- c. A probationary employee who transfers laterally within the same classification (e.g., Admin. II in one department to Admin. II in another department) must serve the remainder of the new-hire probationary period assigned to him/her upon hire.
- d. A regular employee who is promoted to a position in a higher classification shall serve a "trial period" of 12 months in the new position. A probationary employee who is promoted to a position in a higher classification shall serve a "trial period" of 12 months in the new position and must concurrently complete the remainder of his/her new hire probation period. During the "trial period", the regular employee is not considered probationary; however, regular employees and probationary employees completing the remainder of their probation period must demonstrate satisfactory ability to carry out the duties of the position to which promoted. Unless the promoted employee is dismissed from employment for cause, the employee who failed the "trial period" in the new position will be restored to his/her previous classification or an equivalent classification if the previously held position is unavailable.
- e. An employee who is demoted to a lower classification is not required to serve a "trial period" for that position.

- f. An employee who changes from working part-time to regular full-time within the same classification shall have his/her new hire probationary period adjusted to credit actual hours worked over the past 12 months with Storey County in said classification, up to a maximum of 1,040 hours (6 months), toward completion of the new hire probation period.
8. Temporary, Intermittent, Casual, and Seasonal positions are excluded from the coverage of this Agreement. These positions may fill regular or non-regular positions.
9. "Base Rate of Pay" means the amount of pay the employee is designated to receive within the pay range for the employee's classification, excluding any additional types of pay, as demonstrated in Appendix A.
10. "Regular Rate of Pay" means the employee's base rate of pay plus other additional pay for which the employee's specific assignment may entitle him/her.
11. "Regularly Scheduled Shift" means the shift created by the department that is the same schedule for at least 30 days.
12. "Recall" means the procedure under the provisions of Article 40 of this agreement for the return of employees who have been laid-off from employment.
13. "Reinstatement" means restoring of a permanent employee to his/her previous position under the provisions of Article 40 of this agreement.
14. "Work Week" means 7 consecutive periods of 24 hours which may begin on any day and at any hour of the day.
15. "Work Day" means a period of 24 consecutive hours which begins when the employee begins work.

ARTICLE 4. ELIGIBILITY FOR BENEFITS

The rights and benefits provided herein shall be accorded to all Regular Full-Time Employees and Regular Part-Time Employees. Regular Part-Time Employees shall receive prorated Annual Leave, Sick Leave and Merit salary increase benefits according to the number of hours worked. The term of any probationary period shall be credited for the purposes of determining Annual Leave, Sick Leave, Merit salary increases, promotional rights, and insurance eligibility.

ARTICLE 5. RIGHT TO ORGANIZE

Employees shall have the right to form, organize, join and administer an Employee organization and to designate their representatives for purposes of collective bargaining. The Employer shall not restrain, coerce, discriminate against or otherwise interfere with an Employee in the exercise of these rights.

ARTICLE 6. INFORMATION REQUEST

The Union may request, in writing, reasonable information concerning any subject matter included in the scope of mandatory bargaining necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The Employer shall furnish the information requested within a reasonable period of time.

ARTICLE 7. UNION BUSINESS

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on County property, provided that this shall not disrupt normal work. Union business may only be conducted during non-work time, such as before work and after work, during breaks and/or lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communiqués concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. County email may be used internally to conduct Union business, but shall be limited to all parties to this Agreement and subject to established County policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

ARTICLE 8. UNION USE OF BUILDINGS

The Union may use the County's buildings, excluding District Court, for meetings if such use does not interfere with the County's operations. The permission of the County Manager or his/her designee must be obtained before any meeting, but such permission may not be unreasonably withheld. Subject to scheduling conflicts, the Employer agrees to allow the Union to use Employer buildings, excluding District Court, for Union meetings.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of County buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of County buildings for Union meetings.

ARTICLE 9. NOTIFICATION TO THE UNION OF NEW EMPLOYEES & CHANGES TO COUNTY CODES/ADMINISTRATIVE POLICIES

1. The Employer shall notify the Union of the name, classification and starting grade and step for each new Employee within thirty (30) days of the new Employee's starting date.
2. The Employer shall provide each new Employee an Orientation pursuant to Storey County Administrative Policies and Procedures.
 - a. Employees in a position eligible for AFSCME rights and benefits shall be provided the name and email contact information for the current Comstock Chapter President or other designated representative, as well as access to the Storey website or a designated location(s) where the current Agreement can be viewed in its entirety.
3. The Employer shall provide to the current Comstock Chapter President or other designated representative a copy of all new and amended County Codes and County Administrative Policies, as well as written notice of all repealed County Codes and County Administrative Policies, within thirty (30) days of approval thereof.

ARTICLE 10. ESTABLISHMENT OF NEW CLASSIFICATION

In the event the employer creates a new job classification that will be placed in the bargaining unit or amends the job requirements of an existing job classification within the bargaining unit, the employer shall notify the union as to its intended action. Where the proposed change(s) impact matters within the scope of mandatory bargaining as specified in NRS 288 and this agreement, upon written request from the union, the employer will enter into negotiations to the extent required by law or this agreement.

ARTICLE 11. RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEES

Release time for negotiations, grievances, and union business will comply with NRS 288.

ARTICLE 12. EXCLUSIVE RIGHTS OF THE UNION

The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the Employees in the bargaining unit.

ARTICLE 13. PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually authorize in writing that such deductions be made. The election of payment of dues by payroll deduction cannot be changed or revoked by the Employee without written permission from the Treasurer of the Union, except as provided in subsection 2 of this Article. The Employer will not honor any blanket request by the Union for payroll deductions.
2. The written authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement and shall clearly state the following terms and conditions under which it may be revoked:
 - a. The individual Employees may revoke a request that dues be deducted by submitting written notice to the Union and Payroll Processing. The revocation is effective on a date determined by Payroll Processing, but not later than thirty (30) days after the date upon which Payroll Processing receives written notice from the Employee.
 - b. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by check via U.S. Mail as soon as reasonably possible after the end of each biweekly pay period. The Employer will provide a list either by hard copy or disc of the names of the individual Employees for whom dues are remitted.
 - c. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of

the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. All other legal and required deductions have priority over Union dues.

- d. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, and all other forms of liability which might arise out of or by reason of any action taken or not taken by the Employer pursuant to the provisions of this Article.

ARTICLE 14. MANAGEMENT RIGHTS

1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Employer without negotiation include the following:
 - a. The right to hire, direct, assign, or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.
 - b. The right to reduce in force or lay-off any Employee because of lack of work or lack of money, subject to NRS 288.
 - c. The right to determine:
 1. Appropriate staffing levels and work performance standards, except for safety considerations;
 2. The content of the workday, including without limitation workload factors, except for safety considerations;
 3. The quality and quantity of services to be offered to the public; and
 4. The means and methods of offering those services.
 - d. The right to require each employee to demonstrate positive attitude and progressive action through the display of professionalism, courtesy, tact, punctuality, attendance, and discretion in all interactions with coworkers, supervisors, and the public; use common sense and discretion; remain safe, socially moral, lawful, affective, adaptive, and efficient while performing the duties of his/her job.
 - e. Safety of the public.
2. Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Those actions may include the suspension of this Agreement for the duration of the emergency. Any actions taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.
3. The Employer shall have the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, taxpayers, and Employees.
4. The Employer may discuss but is not required to negotiate subject matters enumerated in subsection (1) of this Article which are outside the scope of mandatory bargaining.
5. The retention of these rights does not preclude any Employee from filing a grievance or seeking a review of the exercise of these rights.

ARTICLE 15. AUTOMATIC PAYROLL DEPOSIT PROGRAM

The Employer agrees to provide an automatic payroll check deposit program. All bargaining unit Employees shall have direct deposit with an approved financial institution. The Union holds the Employer harmless if the bargaining unit Employee is not in compliance with the direct deposit program as outlined by the Employer pursuant to this Agreement.

ARTICLE 16. NON-DISCRIMINATION

Employer agrees to 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 of 1990, as amended; the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613); the right of an Employee to join or refrain from joining an Employee organization (NRS 288); and any other applicable federal, state, and local statutory provisions.

ARTICLE 17: JOB CLASSIFICATIONS and PAY PRACTICES**1. Pay Practices**

The job classes and corresponding rates of pay shown in Appendix A have been established by formal action of the Board of County Commissioners effective July 1, 2016. The rate of pay for each class that is a non-exempt position under the Federal Fair Labor Standards Act (FLSA) shall be a biweekly rate of pay which is a step in the range assigned to the job classification. Any change in the job classification or rates of pay for job classification shall be subject to negotiations.

When payment is to be made for a period of less than a two week time period, the bi-weekly rate of pay shall be converted to an hourly rate and the amount of compensation due to the Employee shall be computed based on the number of hours worked using the hourly rate. The hourly rate for Regular Full-Time Employees is based on a forty (40) hour workweek. Regular Part-Time Employees will be paid the same hourly rate of pay established for the same job classification established for Regular Full-Time Employees on a prorated basis based on actual hour worked. The results shall be rounded up to the nearest penny.

Pay periods and paydays for Employees are paid on a bi-weekly basis. The standard established workweek for Employees begins at 12:01 am on Monday and ends at 12:00 midnight on the following Sunday. Alternate pay periods may be established by mutual agreement of the Employee and the department head, and with the approval of the Personnel Director and notification to the Payroll office.

Payday is on Friday of every other week. If payday falls on a holiday, Employees are paid on the preceding workday. In the event that the Employee detects an error the Employee will notify the Supervisor and supply proper backup supporting his/her claim. The Supervisor will then advise the Payroll Department and the Employee will receive the adjusted amount on the next paycheck.

2. Time Reporting

Recording of hours worked and/or Leave time taken by Employees is necessary to provide an accurate basis for preparing paychecks, to ensure compliance with the federal and state laws, and to maintain an effective and efficient cost accounting system. All Employees are responsible for accurately completing their own daily time sheets. All Employees will record all hours worked and all hours off on Leave; Sick, Vacation, or other Leave approved. The Employee and the Employee's Supervisor or his/her designee must sign the time sheet before being submitted to the Payroll office.

3. Incentive Pay

- a. *Bilingual Pay.* Upon recommendation of the department head and approval by the Personnel Director, employees are eligible to receive bilingual pay in the amount of 2.5 percent of their base pay provided that the following criteria in this subsection are met. The employee may make the request directly to the Personnel Director if s/he demonstrates valid evidence that such request was made to the department head. The decision to provide bilingual pay is subject to approval of the Personnel Director, including with recommendation by the department head.
 - i. The employee's assigned duties must require them to communicate in a second language at least approximately 15 percent of their work time; and
 - ii. As a prerequisite to receiving bilingual pay, the employees must demonstrate written and verbal fluency in the second language. If there is uncertainty as to whether the employee is fluent in the second language, the employer may, at the discretion of the Personnel Director, require an employee to demonstrate fluency in the second language by successfully passing a qualified bilingual proficiency exam. The examination chosen will be as mutually agreed by the employer and union.
- b. **TAC Differential.** The parties acknowledge that Terminal Agency Coordination (TAC) may be assigned to a variety of different positions within the County. If the TAC duties are assigned in writing by the department head to an Employee, the Employee so assigned will receive an additional two and one half percent (2.5%) added to their base pay for all hours worked for the duration of the assignment. This differential will be paid for the period of time during which the Employee may be called upon to perform TAC tasks and is not tied to the specific days on which the duties are actually performed. No more than one Employee in each department may receive this differential for TAC duties at any one time.]
- c. **Field Training Officer (FTO) Pay.** An employee in the Communications Series who is designated by his/her supervisor to perform the duties of a field training officer (FTO) shall receive an additional one dollar (\$1.00) per hour for all hours actually spent functioning as an FTO. The employee is determined to be functioning as an FTO when s/he is assigned to and actively engaged in training another employee to perform specific duties applicable to the job and is recording the progress of that trainee for reporting to the department head (e.g., completion

of a "Daily Observation Report [DOR]" for the Communications series). Subject to approval of the Personnel Director, the department head shall have the discretion to make the FTO assignment and to remove someone from such assignment.

ARTICLE 18. ACTING PAY

An Employee who is assigned additional responsibilities in a higher classification recognized within the bargaining unit for a minimum of 10 consecutive working days or more shall be entitled to temporary duty pay in the amount of 5 percent of the Employee's current rate of pay in addition to the Employee's regular rate of pay for the duration of the assignment.

ARTICLE 19. MERIT INCREASE

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay. There are 10 steps in the salary range for each job classification. Performance review procedures are pursuant to Performance Review Policy for Storey County. Peer- and self-evaluations shall not be considered in evaluating an Employee's performance for purposes of this Article. All merit increases are subject to the final approval of the Personnel Director.

1. Upon each successive employee anniversary date, on the recommendation of the appointing authority, annual merit increases shall be granted to the employee in recognition of receiving the following overall performance ratings of duties assigned to his/her position:
 - a. An overall Below Expectation performance rating shall not be granted a step advancement;
 - b. A three and one-half percent 3.5 percent one-step pay increase in recognition of an overall Meets or Exceeds Expectations performance rating for a maximum of 10 merit steps.
2. Merit increases not granted: If a merit increase is not granted at time of eligibility, the supervisor shall inform the employee in writing and state the reason(s) upon which the decision was based, and provided a prescribed remedy to improve the employee's performance. If within 3 months the employee has corrected the deficiency, the merit salary increase will be granted and paid from that date.
3. If an employee has not been evaluated within 30 days following his/her anniversary date, a merit increase will be granted retroactive to the anniversary date. The employee shall notify the Personnel Director in-writing that the evaluation has not been done.
4. Parties to this agreement shall re-open this Article during the course of this agreement to negotiate incorporating language to adjust the performance evaluation and merit increase processes explained herein.

ARTICLE 20. RECLASSIFICATION

Reclassification means the allocation of a position to a different class which results from changes and duties of the position, but not necessarily the position's incumbent employee. The reclassification may be to a newly created class or an existing class in the classification plan. The following apply to reclassifications.

1. When a department head believes that the duties of an existing position have changed to the extent they no longer fit within its assigned class or no longer conform to changes of the organization (or department), the duties of the position will be reviewed and, if appropriate, the position may be reclassified to the appropriate class.

Reclassification of a position shall not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary or wages in the absence of a significant change in assigned duties and responsibilities.

2. An employee may submit a written request to the department head requesting a reclassification study of a position if s/he believes that the position's specifications, duties, and responsibilities have changed, both in number and variety, as to cause a significant and permanent workload increase. The department head shall submit the request to the Personnel Director for review. In the event that the department head fails or refuses to submit the employee's request to the Personnel Director within 30 days of receipt, the employee may submit the written request directly to the Personnel Director.
3. The Personnel Director will determine if the position requested to be studied will be reclassified to a new class.
4. A change in a position's class does not constitute the sole basis for determining whether the employee in the reclassified position will also be assigned to the new position.
 - a. The decision to reclassify a position shall be made by the Personnel Director with the concurrence of the County Manager.

- b. The decision to place the current employee in the new class of the position 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 class and the employee has satisfied the following requirements:

- i. Completes the trial period for the position as previously allocated;
 - ii. Demonstrates acceptable or better job performance; and
 - iii. Possesses the knowledge, skills, and abilities required for the higher class.
 - c. 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.
 - d. Responsibility pay shall be paid back to the date on which the formal request for reclassification was received by the Personnel Director, unless the request specifies a different date for it to become effective.

ARTICLE 21. COST OF LIVING ADJUSTMENT

1. For years in which a PERS contribution rate increase occurs, each Employee shall receive a Cost of Living increase (*Cost of Living Adjustment COLA*) equal to 50 percent of any PERS increase for that year (see Figure 1).
2. For years in which no PERS contribution rate change occurs (see Figure 1):
 - a. Each Employee who is capped in the ten-step salary schedule shall receive a Cost of Living increase equal to 2 percent for that year;
 - b. Each Employee who is not capped in the ten-step salary schedule shall not be granted a Cost of Living increase for that year.

EMPLOYEE	YEAR A <i>PERS Contribution Rate Increase</i>	YEAR B <i>No PERS Contribution Rate Increase</i>
Capped Employee	50% PERS	2% COLA
Non-Capped Employee	50% PERS	None

Figure 1: The table corresponds to Article 21, Subsections 1 and 2. The contribution rate to the Public Employees' Retirement System (PERS) is revisited during each Legislative session.

ARTICLE 22. HOURS OF WORK

A. Regularly Scheduled Shift

1. As defined in Article 3 Definitions, a work week means 7 consecutive periods of 24 hours which may be on any day and at any hour of the day.

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. Preparation for rest and meal periods as well as the end of the workday is work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

Except as may be otherwise provided, an employee who occupies a regular full-time position shall normally work 40 hours exclusive of meal breaks in each week. Nothing contained herein shall be construed as limiting or preventing the county from establishing other work shifts as need arises. Workweeks are as follows:

- a. Employees working a 5-day, 40-hour week (designated 5/40) shall work 8 hours per shift for 5 shifts within the workweek, and shall receive 2 consecutive 24-hour periods off.
 - b. The department head may authorize employees to work 4-day, 40-hour weeks (designated 4/40). Employees working 4-day, 40-hour weeks (designated 4/40) shall work 10 hours per shift for 4 shifts within the workweek, and shall receive 3, 24-hour periods off, of which 2, 24-hour periods must be consecutive.
 - c. The department head may schedule employees an alternative work schedule and workweek when appropriate and in accordance with NRS 281. If the department head chooses to schedule employees to an alternative work schedule, the affected employees must sign an alternative work schedule agreement. Each regular part-time employee is assigned a regular schedule by the department head. All schedules are subject to the approval of the Personnel Director.
2. Any changes to an Employee's permanent regularly scheduled workweek shall require a 30 day written notice to the Employee, with the exception of a drastic change in workload or if the change in schedule is mutually agreed upon by both the Employee and the department head.
 3. Subject to the provisions of NRS 288.150, nothing herein shall be construed to limit the authority of the county to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.

B. Shift Differential Pay

Shift differential pay is defined as the premium paid to the employee above his/her regular hourly base rate of pay for all hours worked during the shift if 50 percent or more of the regularly schedule shift falls between 1800 hours and 0600 hours. The differential rate shall be 5 percent of the Employee's base pay.

No shift differential pay will be provided during times when the employee is absent from work while taking sick or annual leave, holiday (not worked) leave, or other leave with pay, even though the employee during those times may be assigned to a shift that qualifies for the differential. No shift differential will be paid for standby hours.

1. An employee not in the Communications series shall receive shift differential pay equaling 5 percent of base pay for all regularly scheduled hours worked on a regularly scheduled shift if 50 percent or more of the regularly scheduled hours fall between 1800 and 0600. No shift differential pay will be provided for overtime worked.
2. An employee in the Communications series shall receive differential pay in addition to base pay on all hours worked, including overtime hours worked, in the following manner:
 - a. Swing Shift: Employees in the Communications series who work a shift that includes 1800 hours earns differential rate of 3 percent of the employee's base rate of pay for all hours worked, including overtime hours worked, between 1800 and 0600 hours.
 - b. Graveyard Shift: Employees in the Communications series who work a shift in which 50 percent or more of the shift falls between 2400 hours and 0600 hours earn differential rate of 5 percent of the employee's base rate of pay for all hours worked, including overtime hours worked, on that entire shift.

B. Rest and Meal Periods

Regular employees, except Communications series employees, shall receive one 15 minute paid rest period near the midpoint of each half of the workday. No employee shall work more than 4 consecutive hours without either a rest period or a meal period. Communications series and Virginia City Tourism Commission employees shall be provided short breaks as needed, such as restroom breaks, up to 15 cumulative minutes throughout the first half of the shift (or 6 hours) and 15 cumulative minutes throughout the second half of the shift (or 6 hours); however, the employees shall at all times be responsible to ensure zero disruption/gap to dispatch service, including when s/he is the only person on-shift. Rest periods may not be delayed to the end of the workday to enable an employee to leave work early.

Employees, except Communications series employees, who work more than 4 consecutive hours, including a rest period, shall be given a minimum of 30 minute meal period before beginning the sixth hour of work. Employees, except Communications series employees, working an alternate work schedule will take a minimum 30 minute meal period near the midpoint of the workday and a 10 minute rest period per each 3 ½ hours of work. The meal period for employees in the Public Works Department shall be 30 minutes near the midpoint of the workday. Meal periods will be uninterrupted and unpaid, during which no work is performed.

Meal periods, but not break periods, may be waived if an employee signs a waiver with the department head's approval waiving his/her meal period. Meal period waivers shall apply to each individual employee who signs the waiver. Each employee may individually choose not to sign a meal period waiver, and thus be allowed to take his/her meal period in accordance with this Article. The department head may deny any and all meal period waiver requests. The department

head may adjust the employee's schedule to accommodate the meal period waiver, or may be subject to overtime pay requirements.

Work shall be scheduled in a manner which allows employees, except Communications series employees, rest periods and meal periods. The department head, in a manner which allows maximum public access to county services, shall schedule rest and meal periods. Provided employees receive the rest periods and lunch periods to which they are entitled, schedules and lengths of rest and meal periods may be adjusted from time to time to meet the needs of individual employees and to respond to changes in department workload. All schedules are subject to the approval of the Personnel Director.

Employees working in the Communication series and who have signed a waiver of lunch breaks are excluded from this Article as it pertains to meal periods unless stated otherwise.

ARTICLE 23. OVERTIME COMPENSATION

Employees shall earn overtime compensation for hours worked in excess of 8 hours in 1 day unless they have a regularly scheduled workweek of 4, 10-hour days, or a variation between 5, 8-hour days (5/8s) and 4, 10-hour days (4/10s). However, if employees sign and are approved by the Personnel Director for a variable workweek as allowed by NRS 281.100, employees will earn overtime compensation only for hours worked in excess of 40 in the workweek (see also Article 22 Hours of Work). If a variable workweek agreement has not been signed by the employees and approved by the Personnel Director, daily overtime compensation will be paid.

Overtime will be earned in increments of one-quarter (1/4) hours of time worked. Overtime shall be paid for hours worked, except as provided by under call back pay.

All overtime hours must be authorized in advance by the department head. Overtime will be compensated at the overtime regular rate of pay. The regular rate of pay includes all monetary payments made to the employee, including shift differential, hazardous duty, incentive, and longevity pay.

Annual leave, sick leave, and worked/unworked holidays in Articles 26 Vacation/Annual Leave and 33 Holiday Pay, respectively, are included as time worked.

Overtime work shall be offered to eligible and qualified employees in the classification involved, in order of their seniority. If an employee declines the offer of overtime work, such overtime work shall be offered to the next employee in the classification involved, in descending order of seniority. Such rotation shall be on a continuous basis; that is, the employee next in line of seniority to the employee who was offered the immediately preceding period of overtime work shall be first offered the current overtime work.

Alternatively, overtime may be compensated at the rate of 1.5 hours of compensatory-time-off ("comp-time") for each hour of overtime worked. Employees may not accrue more than 60 hours of comp-time per calendar year. Comp-time balance shall be paid-out at the rate it was earned as a check payment on the first payroll period in December of each year. The employee must give at least 14 days of notice to the department head before taking time off work. Time taken off from work is subject to approval of the department head.

If an employee on or before October 15 requests comp-time leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for the comp-time accrued in accordance with the previous paragraph. If at any time the denial of the requested

annual leave is reversed and the employee is allowed to take the accrued comp-time off between October 15 and December 31, the employee shall not receive the payment described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.

ARTICLE 24. CALL BACK

When required, the department head may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to the work site for duty after the employee has completed his/her shift, departed from the work site, and is off duty for a period of time, and then is required to return to the work site with less than 12 hours of notice, except for any employee who is called into work while on standby status.

Any employee who is required to return to work by the department head in accordance with NRS 286 shall receive a minimum of 2 hours pay at overtime regular rate of pay. Time worked in addition to the initial 2 hours shall be compensated at overtime regular rate of pay for all time actually worked. Call back pay shall only be paid for hours worked outside of the employee's regularly scheduled shift. An employee's regularly scheduled shift shall not be changed to accommodate a call back. Call back will be reported to PERS in accordance with the Official Policies of PERS.

Note: Overtime will be compensated at the overtime regular rate of pay. The regular rate of pay includes all monetary payments made to the employee, including shift differential, hazardous duty, incentive, and longevity pay.

ARTICLE 25. STANDBY

Due to staff limitations, it may be necessary for the department head to issue written assignments to employees to be on standby, to handle overtime work which may arise during other than normal working hours. Standby is defined as time by which an employee is required, as demonstrated in-writing or corresponding documentation, to be prepared to accept notice to return to work via telephone, electronic device, or other means, and remain within 40 minutes of drive time to the work site.

Standby status for employees may only be approved by the department head of the Communications Department, Building Department, Planning Department, and Public Works Department. All other employee standby status requires prior approval of the County Manager or Personnel Director.

An Employee shall receive of \$2.00 for every hour s/he is in standby status or \$3.00 for every hour s/he is in standby status on a holiday.

When an employee commences performance of his/her regular duties after receiving notice to return to work, s/he ceases to be on standby status and qualifies for straight-time or overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to standby status for the remainder of the time s/he is directed to be available to work as described in the first paragraph of this Article.

An employee in standby status is required to abide by any and all applicable laws, statutes, ordinances, rules, regulations, policies, and procedures governing on-duty conduct.

ARTICLE 26. VACATION (ANNUAL LEAVE)**1. Annual Leave Accrual**

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued annual leave time off after 6 months of employment. The eligible employees will be credited with an equivalent of 6 months of earned annual leave at the appropriate accrual rate at the end of 6 months of employment. Exceptions to this section are included in Article 40 Layoffs and Recall. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.
- b. Regular employees continually scheduled to work an average of 20 hours or more per week will accrue annual leave.
- c. Employees do not accrue annual leave for overtime hours worked.
- d. Regular part-time employees will accrue annual leave on a pro-rated basis.
- e. Accrual of annual leave for eligible employees is as follows:

- Date of hire to 5 years = 0.0577 per hour on paid status
- Following 5 years of employment = 0.0769 per hour on paid status

Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for every regularly scheduled hour worked on paid leave. Annual leave is not accrued for any other hours. Annual leave is accumulated to the employee on a biweekly basis coinciding with pay periods.

- f. Annual leave credits are accrued for each pay period the employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Annual leave is not accrued during leave of absence without pay. No employee may accrue more than 240 hours of annual leave in a calendar year.

Annual Leave Use and Payout

- a. Annual leave hours taken are subject to staffing requirements. An employee will be paid at his/her regular hourly rate for each hour of annual leave time taken. Annual leave taken during a biweekly period is charged before annual leave earned during that pay period is credited.
- b. Holidays as defined by Article 33 Holiday Pay occurring within the annual leave period will not be counted against annual leave hours. An employee becoming ill while on annual leave will have leave charged to accrued sick leave upon request and upon presentation of proper documentation.
- c. Annual leave preferences will be granted in order of seniority. For purposes of this section, seniority is determined by Article 39 Seniority.
- d. Employees shall request annual leave by providing a minimum of 14 calendar days of notice to the department head. An exception to this 14 day requirement may be

granted by the department head after considering the circumstances that warrant such exception and the convenience and conventionality of the department.

- e. If an employee on or before October 15 requests annual leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for any annual leave accrued in excess of 240 hours that s/he requested to take and which s/he would otherwise forfeit as the result of the denial of his/her request. The payment for the employee's unused annual leave is capped at 60 hours per calendar year and must be made to him/her no later than January 31 of the following year. If at any time the denial of this requested annual leave is reversed and the employee is allowed to take the annual leave time off between October 15 and December 31, the employee shall not receive the payment for annual leave in excess of 240 hours described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.
- f. An employee becoming ill while on annual leave shall have leave taken while ill charged to sick leave upon request and upon presentation of proper documentation.

Annual Leave Compensation at and After Termination

- a. Employees voluntarily separated from employment shall lose all rights for computing prior service upon re-employment by the employer.
- b. Upon termination from employment, other than for cause, the employee shall be compensated at their base hourly rate for the total number of annual leave hours accrued (up to 240 hours).

ARTICLE 27. SICK LEAVE & BEREAVEMENT LEAVE

A. Accrual and Use of Sick Leave

1. Accrual of Sick Leave

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 sick leave account.

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees will accrue sick leave at the rate of 0.0577 hours per each regularly scheduled hour worked or on paid status. Sick leave is not accrued for any other hours.
- b. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued sick leave time off after 60 days of employment. The eligible employees will be credited with the equivalent of 60 days of earned sick leave at the appropriate accrued rate at the end of 60 days of employment. Exceptions to this section in Article 40 Layoffs and Recall after Layoff apply. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.

- c. Sick leave hours are earned and credited to the employee on a biweekly basis, coinciding with pay periods.
- d. Sick leave shall be charged on the basis of actual time used to the nearest one-quarter (1/4) hours.
- e. Unused sick leave will be credited to the employee's sick leave balance to a maximum accrual of 960 hours. Sick leave accrual will cease when the employee's total year-end (calendar year) balance reaches 960 hours, until the balance falls below 960 hours.
- f. Holidays occurring during sick leave periods shall be counted as holidays, not sick leave.

2. Use of Sick Leave

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

- a. His/her own physical illness or injury;
- b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements;
- c. The need to care for an ill or injured dependent child, spouse or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support;
- d. Medical or dental appointments for the employee, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;
- e. Any disability, including disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth;
- f. Death of the employee's spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependents; however, the automatic granting of sick leave for this situation shall be limited to five working days, which may be extended upon the recommendation of the department head and approval of the Personnel Director.

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

No employee may be entitled to sick leave while absent from duty because of disability arising from an injury purposely caused by willful or gross negligent misconduct.

3. Abuse of sick leave

Use of sick leave for purposes other than those listed in this Article is considered abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination. If the employer suspects abuse, it may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

4. 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 his/her

accumulated sick leave provided that the employee furnishes the employer with a certificate issued by the licensed physician or health practitioner providing treatment.

5. Placing an employee on Sick Leave

An employer may place an employee on sick leave 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.

6. Return to work

An employee on sick leave shall notify the 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.

- a. The Personnel Director may require a statement from a licensed physician or health practitioner certifying the employee's fitness to return to work (fit-for-duty) when an employee has been absent from work for three contiguous work days or longer.
- b. An employee requesting sick leave lasting longer than three contiguous work days may be required to provide the department head with acceptable evidence to substantiate the request.

7. Sick Leave alternative

If an employee does not have adequate accrued sick leave time, the employee may be granted the use of annual leave or other accrued leave time for this purpose. In no case, however, may sick leave time be used or granted for use as annual leave or vacation time.

8. Donation of accrued Sick Leave

Employees may donate their accrued sick leave to those employees that do not have adequate accrued sick leave as provided for in Article 28 Catastrophic Sick Leave.

9. Sick Leave at separation

Upon termination of employment, other than for just cause, an employee who has accrued a minimum of 360 hours of sick leave shall be compensated for his/her total accrued sick leave hours at the rates shown in the following table up to a maximum amount of \$5,000.00.

Years of service	Rate of Pay
5 but less than 10	12.5 cents on the dollar
10 but less than 15	25 cents on the dollar
15 but less than 20	40 cents on the dollar
20 + years	50 cents on the dollar

B. Procedure**1. Leave Approval**

An employee shall submit a request for leave to the department head as soon as the need is known. The department head shall determine whether to approve the use of accrued sick 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 15 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 requests which are not in compliance with this agreement.

3. Doctor'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 (fit-for-duty). A physician's statement is required when specifically requested by the supervisor or department head and may be required when the employee has been on sick leave for three or more days in a 30 day period.

4. FMLA Leave

FMLA leave is not considered sick leave. Refer to Policy 605 for all qualified leave under the Family and Medical Leave Act (FMLA).

5. Bereavement Leave

Bereavement leave shall be granted to any regular full-time or regular part-time employee who must be absent from work upon the death of and/or to attend the funeral of a family member within the third degree of consanguinity or affinity, up to a maximum of 3 scheduled shifts of bereavement leave per each occurrence, and shall not be charged to the employee's accumulated sick leave or other accrued leave. Bereavement leave in excess of 3 scheduled shifts may be charged to accumulated sick leave upon the recommendation of the department head and Personnel Director. The employee may use annual leave after accrued sick leave is exhausted.

ARTICLE 28. CATASTROPHIC SICK LEAVE**1. Key Definitions**

- a. "Catastrophe" means the employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or injury which is life threatening, which requires in-patient care at a medical facility, or which renders an employee bedridden at home in lengthy convalescence. The illness or injury cannot be a result of the employee's gross criminal conduct.
- b. "Bedridden" means limiting an individual's ambulatory state to home allowing attention to in-home personal care needs, attend physicians' appointments, and receiving necessary medical treatment related to their catastrophic illness.
- c. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.
- d. "Lengthy Convalescence" means a period of disability which the attending physician determines will exceed six (6) weeks.

2. Request for Catastrophic Leave

- a. Catastrophic Leave may not be used when the subject of the catastrophe is a member of the employee's family. Catastrophic leave is limited to catastrophes which befall the employee.
- b. An employee may not receive any leave from the Catastrophic Leave account until s/he has used all his/her accrued annual, sick, and other paid leave.
- c. An employee who is himself/herself affected by a catastrophe as defined in subsection (1) may request in writing that a specified number of hours of catastrophic leave be granted.
- d. The request form will be made available at the Human Resources office and must be completed by the employee, except in cases where an employee is unable to do so.
- e. The maximum number of hours that may be granted to an employee shall be four hundred and eighty (480) hours per rolling calendar year. Any requests for an exception to this limit must be reviewed and approved by the County Manager, the Personnel Director, and the Union President if the employee is a represented member of the Union.
- f. An employee may not receive any hours from the catastrophic leave account until s/he has worked for the County for at least two (2) years and has made the minimum annual contribution to the catastrophic leave account.
- g. An employee who fails to qualify for catastrophic leave pursuant to the

requirements set forth in subsection (f) above may receive Catastrophic Leave if eligible Employees independently contribute a designated number of hours in eight (8) hour increments to the non-qualifying Employee's specific Catastrophic event. The receipt of such Catastrophic Leave shall be subject to the remaining requirements set forth in this Article.

- h. An employee who receives donated hours is entitled to payment for the leave at a rate no greater than his/her own rate of pay.
 - i. A request for catastrophic leave, inclusive of exceptions to the aforementioned, must be approved by the personnel director and the union president if the employee is a represented member of the union.
- 3. The minimum annual contribution to the catastrophic leave account shall be eight (8) hours per rolling calendar year. An employee must have a combined balance of at least two hundred and forty (240) hours of sick and annual leave on the books to contribute to the account.
- 4. Any hours of annual or sick leave that have been transferred from an employee's account to the catastrophic leave account may not be returned or restored to that employee. This section does not prevent the employee from receiving leave pursuant to section (2) of this Article.
- 5. All employees of the county who are eligible to use sick leave, whether or not the positions they occupy are part of the Storey County Employee's Association, AFSCME, may use the leave from the catastrophic leave account and/or donate to this account, subject to the remaining requirements set forth in this Article, unless such employees are covered by another bargaining unit's collective bargaining agreement.
- 6. Annual and sick leave will be transferred at the rate of one (1) hour for one (1) hour credit donated consistent with the provisions of NRS 245. Donated time will be converted to a dollar amount based upon the donating employee's current base hourly rate of pay. When an employee is granted use of catastrophic leave, employee's current base hourly rate of pay by the total number of hours granted.
- 7. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used:
 - a. The personnel director or his/her designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists, based on appropriate medical documentation.
 - b. The personnel director or his/her designee shall not grant any hours of leave from the catastrophic leave account after the catastrophe ceases to exist, or the employee who is receiving the leave resigns or his/her employment with the county is terminated.
 - c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or

termination of the employment of the employee must be returned to the catastrophic leave account.

8. *Maintenance of Records on Catastrophic Leave.* Records will be maintained by the Payroll Department under the direction of the Comptroller. The Union may request in writing information concerning the use of the catastrophic leave account provided that any request for medical information be accompanied by a written release signed by the affected employee(s).
9. *Substantiation of Catastrophe.* The Personnel Director or his/her designee may require written substantiation of the catastrophe and expected duration by a physician of his/her choosing. The physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the employer. Visits to the physician shall be on county time.

ARTICLE 29. LEAVES OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of Employees when other forms of allowable absence are not available.

1. In all cases, the County's Family and Medical Leave Act (FMLA) shall apply as a minimum, if applicable.
2. Leaves of Absence with pay may be granted for medical purposes. Use of accrued Sick Leave (Leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) days duration, it becomes a Medical Leave of Absence and must meet criteria for Leave of Absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a Medical Leave without pay.
3. The department head, for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons, may grant a Leave of Absence without pay. Policies regarding each are as follows:
 - a. Medical Leaves of Absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability Leaves of Absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of one hundred and eighty (180) calendar days.
4. Personal Leaves of Absence without pay for purposes other than medical/disability may be granted at the discretion of the department head, and are subject to approval by the Personnel Director.
 - a. An Employee who requests a Leave of Absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid Leave of Absence of more than 5 work days. An Employee who requests a Leave of Absence for personal emergency or similar purposes is not required to exhaust

Vacation time prior to the Leave. Whether the reason for the Leave of Absence requires prior use of accrued Vacation shall be at the discretion of the department head. However, in all cases where a Leave in excess of 90 calendar days is requested, Vacation accrual must first be exhausted.

- b. Personal Leaves of Absence without pay may be granted for a maximum of 6 months.

5. Effect of Leave of Absence without Pay on Employee Benefits.

- a. Time spent on an unpaid Leave of Absence of over 30 calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.
- b. An Employee on an unpaid Leave of Absence of over 30 calendar days will not accrue Vacation or Sick Leave during the Leave of Absence.
- c. An Employee on an unpaid Leave of Absence of over 30 calendar days shall not be entitled to receive Employer-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.
- d. Upon notifying the Employer of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
- e. Upon return from any unpaid Leave of Absence over 30 calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.

6. Procedures and Responsibilities.

- a. Employees seeking Leave of Absence are required to:
 - 1. Notify the department head in-writing as far as possible in advance of the need for a Leave of Absence.
 - 2. Obtain and complete an Absence Request form and submit it for approval to the department head.
 - 3. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc., if applicable.
 - 4. If approved during the Leave, maintain contact with the department head regarding prognosis and/or possible return date. Notify the department head at earliest possible date of intended date of return.
 - 5. If an extension of Leave of Absence becomes necessary, a written request must be submitted to the department head prior to the expiration of the Leave of Absence.

- b. The department head will review the absence request and forward it to the Personnel Director for approval.
 1. The department head will review and act upon a request for Leave of Absence in consideration of the following factors:
 - a. The purpose for which the Leave is requested;
 - b. The length of time the Employee will be away; and
 - c. The effect that Leave will have on the ability of the department to carry out its responsibilities.
 2. The department head will ensure that a properly coded time sheet is submitted biweekly to the payroll department during the duration of the approved Leave.
 3. The department head may approve up to 24 hours of Leave to an Employee for emergency Leave, without loss of any accrued time.

ARTICLE 30. SERVICE CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the county's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the county which would cause the total amount received by the employee from the service-connected disability and the county to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the county.
2. It is the intent of the county to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the County Treasurer.
3. If an employee who is entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the county as provided by NRS 281.390. If the employee is receiving no compensation for time missed from work through the workers' compensation program, the employee

must use leave benefits to fully account for any absence.

4. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work through the workers' compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the employee's sick and annual leave, provided that the employee has so elected to use his/her annual leave as sick leave, the employee's compensation will be limited to that provided by NRS 617 or 617 and the employee will be placed in a leave without pay status. However, through written justification to the Personnel Director, exceptions to this Article may be approved by the county manager.
5. As a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to his/her regular county job within a 12-month period, the county may require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 45 Grievance Procedures.

ARTICLE 31. LEAVE FOR CIVIC DUTIES

Temporary Leave at full salary will be provided to each employee for jury duty, court appearances, and administrative proceedings arising out of the employee's employment, selective service examinations, and voting. Leave may be granted for court appearances or administrative proceedings, not related to employment, in which the employee is a party or a witness.

Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment and which appearances occur outside his/her regularly scheduled shift shall be paid one and one-half (1.5) his/her regular rate of pay for the time spent at such appearances.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of such appearance and pay such fees, except mileage, to the County Treasurer within 5 working days of receipt, to be deposited by the applicable fund of the county.

No civil case shall be covered by this Article in which the employee has an interest.

In accordance with NRS 6.190, a person summoned to appear for jury duty, the employer and employee, agent or officer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:

1. Require the person to use sick or annual leave; or
2. Require the person to work:
 - a. Within 8 hours before the time at which the person is to appear to jury duty; or
 - b. If the person's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

ARTICLE 32. MILITARY LEAVE

Any employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive their regular pay from the county as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act of 1994. Employees may choose to use annual leave and compensatory time before taking leave without pay. The employer cannot require that annual leave or other personal leave be used.

Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. The Employer must count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave, and to determine the rate of pay if the rate is based on seniority. Employees do not have to be allowed to accrue Annual and Sick Leave while on Military Leave, unless other Employees are allowed to do so.

ARTICLE 33. HOLIDAY PAY

1. For the purposes of this Article, holiday pay shall be defined as a premium paid to eligible employees related to holidays in accordance with NRS 236:

New Year's Day (January 1st)

Martin Luther King's Day (Third Monday in January)

President's Day (Third Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (First Monday in September)

Nevada Day (Last Friday in October)

Veterans Day (November 11th)

Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving (Friday following the Fourth Thursday in November)

Christmas Day (December 25th)

Any day that may be appointed by the President of the United States for public fast, Thanksgiving, or as a legal observed holiday, except Columbus Day.

- a. If a holiday falls on a Saturday, the preceding Friday becomes the observed holiday.
- b. If a holiday falls on a Sunday, the following Monday becomes the observed holiday.

One floating holiday per calendar year to be pre-approved by the department head.

2. *Holiday compensation for days worked.*

Each regular full-time employee shall receive holiday compensation. The holiday compensation shall be equivalent to the employee's regularly scheduled shift – 8, 10, or variation between 8- and 10-hour shifts. If the employee is scheduled for 3, 12 hour shifts followed by 1, 4 hour shift during the regular workweek, the holiday compensation will be 12 hours. (See Articles 22 Hours Worked and 23 Overtime Compensation for explanation of allowed shifts and required overtime compensation.)

- a. Holidays worked during regular shift. An employee required to work his/her regularly scheduled shift during a recognized holiday shall receive their regular pay PLUS additional payment of holiday compensation computed at 1.5 the base-rate for the regularly scheduled shift, the combined total being 2.5 compensation.
- b. Holidays worked while on overtime. An employee required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of regular rate of pay for the overtime worked pursuant to Article 23 Overtime Compensation, PLUS holiday pay at 1.0 times the base rate, the combined total being 2.5 compensation.
- c. Employees in the Communications series and VCTC shall receive holiday pay and/or overtime holiday pay, as applicable, for hours worked on a holiday, regardless of the day of the week the holiday falls.

3. *Holiday compensation for days not worked.*

- a. Employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one (1) regularly scheduled shift.
- b. Except for employees in the communications series and the Virginia City Tourism Commission (VCTC), if an employee's regularly scheduled day off falls on a holiday or observed holiday, the employee will be granted 1 shift off with pay during the workweek of the holiday. The day of that workweek to be taken off is subject to scheduling and upon mutual agreement of the employee and the department head.
- c. If the regularly scheduled day off of a communications series and Virginia City Tourism Commission (VCTC) employee falls on a holiday, the employee may elect to take 1 regularly scheduled shift off in lieu of holiday pay within 30 days following the holiday as mutually agreed between the employee and department head. If the employee does not take the day off from work within this period of time, s/he will receive holiday pay at the next following payroll period.

4. *Compensation for regular part-time employees.* Regular part-time employees shall receive holiday compensation as provided in this Article based on their regularly scheduled shift.

5. *Pay status.* In order to receive holiday compensation, an employee must be in pay status

immediately before and after the holiday.

6. Holiday bank time pursuant to subsection 3 of this Article will be paid to an employee upon separation for any reason except for a reduction in force with less than two weeks of notice.

ARTICLE 34. LONGEVITY

An employee who has completed three (3) or more full consecutive years of uninterrupted regular employment with the county prior to July 1, 1997, shall receive longevity payment. The payment shall be an amount equal to one percent (1%) of the employee's current base rate of pay; base pay in this area of the contract is recognized as a 40-hour workweek for the Public Works Series employee, and 35-hour workweek for the Administrative Series employee, even if the employee works a 40-hour workweek, for each full year of uninterrupted service, subject to the terms and conditions set forth in the county's personnel policies, compensation plan, Policy 505 Longevity Pay. Payment shall be paid biweekly based on the current base rate of pay.

At the beginning of any fiscal year in which the number of employees receiving lump sum longevity pay becomes two (2) or less, the receipt of lump sum longevity pay ceases to exist and any remaining eligible employee shall be placed on an adjusted biweekly salary schedule. As of July 1st, 2010, all employees qualified to receive longevity are on an adjusted biweekly salary schedule.

In the event that the county alters or amends the terms, conditions, method and/or calculations of the payment of longevity pay currently set forth in its personnel policies, compensation plan, Policy 505 Longevity Pay, under which eligible non-bargaining unit employees participate, eligible bargaining unit employees covered by this Article shall be afforded the same opportunity to participate on the same basis as non-bargaining unit employees. Elected Officials longevity is subject to NRS 245.044, except the Justice of the Peace whose longevity is provided through county ordinance and resolution.

ARTICLE 35. BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
2. The employer agrees to pay 100 percent of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for regular full-time employees. The employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for regular part-time employees working an average of at least 20 hours but less than 40 hours per workweek hired on or after July 1, 2005.
3. Employer agrees to pay \$30,000 in Life and Accidental Death and Dismemberment (AD&D) of for the employee for the term of this agreement.
4. For employees hired before July 1, 2014, the employer agrees to pay 100 percent of the monthly premiums for health insurance for the employee's dependents (up to age 26) and

100 percent for the employee's spouse who is not eligible for any other health insurance coverage on the same or greater percentage basis as that provided to the employee by Storey County. Effective May 1, 2012, if the employee's spouse is eligible for any other health insurance coverage, the employee may choose to cover his/her spouse on employer's plan for a charge equal to 50 percent of the cost of the spouse's coverage.

- a. Each employee shall provide on a county-provided affidavit to the Personnel Office annual certification stating whether his/her spouses is eligible for any other health insurance coverage.
5. For newly hired employees hired on or after July 1, 2014, spouses and dependents are not eligible for employer contributions toward health insurance coverage.
 - a. For the purposes of this Article, "newly hired" employees shall not include: any employee continuously employed by the county in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions), whose position becomes, or who moves to a position that is or becomes, eligible for health insurance benefits; any employee who has had a break in service of no more than 18 months for any reason.
6. In the event that the bargaining unit of the Storey County Fire Protection District, the Storey County Sheriff's Office, and/or any other collective bargaining unit recognized by the employer, negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the union under this agreement may negotiate this Article.
7. Employee may opt out of employer-paid health insurance coverage and accordingly may receive 50 percent of the premium that the employer would have paid for employee only coverage. Premium percentage will be paid to the employee via payroll once per month and may be considered taxable income. Employee opt-out may only be done once per year during the open-enrollment period.
8. The employer shall allow one representative from the union to communicate with the employer and participate in a representative advisory role with the employer in decision making pertaining to changes to employee health benefits, including medical, dental, and vision.
9. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate

ARTICLE 36. RETIREMENT

1. *Retirement contributions.* The Employer will pay retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of NRS Chapter 286 in respect to "Early Retirement."
2. *Health insurance subsidy.* The employer shall offer retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the employer regardless of the insurance provider elected by the retiree to provide coverage. However, the employer's responsibility for payment shall be capped at the amount that the employer would be required to pay if the retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP).

Retirees not electing coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP) shall be responsible for the payment of any excess difference in cost for the coverage elected.

ARTICLE 37. PAY & EXPENSES FOR EDUCATION, TRAINING, AND LICENSING

The following apply to expenses and reimbursements paid by the employer for education, training, certifications, and licenses related to the job.

1. Required Education.

Training and education which is required for the employee to maintain his/her licenses, certifications, credentials, and qualifications for his/her current job classification, and/or which are necessary to advance through his/her current job-classification series shall be paid for by the employer and shall not be subject to the following subsections of this Article. All training and education shall be subject to approval of the department head. Expenses paid by the employer shall include textbooks and other materials required for the training and education. The employee shall receive the regular rate of pay during training and education which takes place during the 40-hour workweek period and otherwise as required by the federal Fair Labor Standards Act (FLSA).

2. Discretionary Education.

Upon mutual agreement of the employee and employer, the employee, subject to prior approval of the department head and the Personnel Director, may pursue additional education benefits under this agreement. All mutual agreements that contain compensation and reimbursements must be in-writing. The following shall apply:

- a. The training must be related to the required skill or education for the employee's current position or to a logical career path with the employer.
- b. Only a regular full-time employee is eligible for reimbursement for course work after successful completion of the probationary period. Further eligibility may be determined by the department head and the Personnel Director.

- c. The employer may provide up to three thousand dollars (\$3,000) education assistance to the employee for each fiscal year. There will be no reimbursement if the costs are assumed by any other institution, scholarship, or grant-in-aid. The employee is responsible for providing proof that s/he completed the course with a minimum grade of "B" eighty percent (80%). If the course is of a nature such that no grade is given (i.e., pass or fail), the employee must provide to the employer a certificate of completion or other official documentation showing satisfactory passage of the course.
- d. Education assistance shall include tuition, course fees, and required textbooks. Other items such as required calculators and lab tools may also be reimbursed in accordance with this section when approved by the department head. While courses must normally be taken on the employee's own personal time, exceptions may be granted by the department head when the employee's absence from work will cause no adverse impacts to his/her duties and other employees in the workplace. The decision of the department head shall be subject to approval by the Personnel Director and County Manager.
- e. Employees who do not complete the course with a notice of "satisfactory", or grade of "B" eighty percent (80%) or better must reimburse the Employer for the full amount of the assistance provided.
- f. Employees who voluntarily terminate their employment with the employer will be required to pay back the employer for all discretionary education assistance under this subsection exceeding one thousand dollars (\$1,000) provided by the employer within the past five (5) years of employment. The amount owed will be deducted from funds owed to the employee for sick leave and other extra pay reimbursement at termination. Funds owed will not be deducted from remaining payroll funds owed to the employee. If there are insufficient funds to cover the required reimbursement, the employee will be required to pay the employer the remaining amount owed within thirty (30) days of the date of termination.
- g. Each Employee requesting education assistance shall complete and sign an Education Reimbursement Agreement that complies with the provisions of this Article.
- h. If mutually agreed upon between the Employee, Department Head, Personnel Director, and the County Manager, additional Education assistance may be provided.

ARTICLE 38. UNIFORM ALLOWANCE

1. The Employer shall reimburse Employees the cost of required uniform clothing. This shall include, but not be limited to, required shirts, jackets, and other clothing containing County logos, insignias, related lettering, etc. The cost for reimbursement shall be borne by the Department requiring the purchase or wearing of uniform clothing. Reimbursement shall be subject to receipts or other proof of purchase documentation.
2. The Employer will furnish such protective devices as goggles, safety shoes/boots, rubber boots and gloves, and all other equipment necessary to protect Employees from industrial injury and health hazards. The Employer will replace all protective devices on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated. All Safety equipment will conform to all current safety standards such as, but not limited to, OSHA, MSHA, etc.
3. The Employer shall provide all Regular Full-Time Employees in classified positions in Public Works roads, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) annually. This allowance shall be paid in 2 equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year; OR, upon agreement between the Employee and the department head, the Employee may elect to be reimbursed up to a maximum of four hundred dollars (\$400.00) annually with provided receipts and prior agreement between him/her and the Supervisor.
4. Where steel-toed or safety footwear is required for County duty, including requirements by OSHA or MSHA, the Employer will provide a footwear allowance to the Employee of up to one hundred fifty dollars (\$150.00) every 2 years based upon receipts or other documentation to reimburse the Employee for the difference in price between steel-toed equipment and footwear and similar acceptable footwear without steel-toe protection. The 2 year period will be calculated from the date of the Employee last received a footwear reimbursement of the full one hundred and fifty dollars (\$150.00) or received that amount cumulatively; provided that the Employee will receive up to the full reimbursement at any time his/her steel-toed or safety footwear is damaged by work-related duty so as to render the footwear unserviceable (excluding normal wear and tear as determined by the Department Head). The Department Head shall identify the positions which are eligible for reimbursement. Footwear purchased under this Section must comply with applicable safety standards established by the County or with OSHA or MSHA standards.
5. Upon approval by the department head, the Employer shall reimburse a Regular Full-Time Employee in a classified position in Public Works roads, water, or sewer, for the costs of repairing or replacing watches or prescription eye glasses/contact lenses which are lost, damaged, or stolen while the Employee is in the performance of his/her duties, provided that there is notification to the department head within 7 business days. Reimbursement amounts shall be limited to the actual replacement value for prescription eyewear, and fifty dollars (\$50.00) per claim for watches. An Employee may only make a claim up to one hundred seventy five dollars (\$175.00) for each fiscal year.

ARTICLE 39. SENIORITY

1. *County Seniority*. County seniority shall be calculated on the basis of calendar days of continuous service since the date of hire for Employees hired on or before June 30, 2005. County seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of hire for Employees hired on or after July 1, 2005.
2. *Job classification seniority*. Job classification seniority shall be calculated on the basis of calendar days of continuous service since the date of appointment to the job classification for Employees hired on or before June 30, 2005. Job classification seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of appointment to the job classification for Employees hired on or after July 1, 2005.
3. *Break in service*. Occurs when an Employee resigns, is discharged for cause or retires. However, County seniority accrued prior to layoff shall be continued upon recall and reemployment. Job classification seniority may be continued provided the Employee is rehired into the same job classification. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into County service. Approved Leaves of Absence shall not be considered as breaks in service.

ARTICLE 40. LAYOFF & RECALL AFTER LAYOFF

The employer shall determine the department that will be affected by layoff. The employer shall determine reductions in staff levels that will have the least detrimental effect on department operations and will specify layoffs accordingly. County seniority will be the determining factor when identifying which employee(s) are to be laid-off.

Layoff

1. *Notice to Union*. Whenever it is determined that a layoff of employee(s) may occur because of lack of work or funds, the Personnel Director shall give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period, to the union at least 7 calendar days prior to the effective date of notification to employees.
2. *Notice to Employee(s)*. Employees to be laid-off shall be given written notice of such layoff at least 30 calendar days prior to the effective date.
3. *Sequence of layoff*. Within the job classification(s) selected for layoff within the departments, the following sequence of layoff shall occur:
 - a. Temporary and probationary employees within the job classification selected for layoff shall be laid-off first.
 - b. Thereafter, the employee(s) with the least county seniority in the job classification(s) selected for layoff shall be laid off next.
 - c. Regular employees shall be laid-off only after those layoffs within subsection (a)

of this subsection have been exhausted.

4. Bumping rights shall be exercised in the following sequence of steps:

- a. The employee may replace an employee in the same job classification, in another department, if the employee has more county seniority than the employee to be displaced.
- b. If the employee is unable to exercise bumping rights at step (a), the employee may replace an employee in a lower job classification within the same job series in the same department, if the employee has more county seniority than the employee to be displaced.
- c. If the employee is unable to exercise bumping rights at step (b), the employee may replace an employee in a lower job classification within another job series in the same or other department, if s/he has more county seniority than the employee to be displaced and meets the minimum qualifications for the other position.
 - i. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped and the step closest to the bumping employee's existing salary at the time of the layoff.
 - ii. Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within 7 calendar days of notification.
 - iii. Whenever it is determined that a layoff of employees shall occur, the employer agrees to supply current county seniority lists and job classification seniority lists to the union president for the jobs being affected.

Recall After Layoff

1. The name of an employee who has been laid-off shall be placed on the re-employment list and shall be recalled in the inverse order in which the employee was laid-off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the employee is qualified and no new employee will be hired until all qualified employees on layoff status desiring to return to work shall have been offered the position. The employee must provide the employer with any address change while waiting for recall.
2. Notice of recall will be made in-writing by certified mail to the employee's address of record.
3. An employee who is sent notice of recall must respond within 10 working days of the receipt of the notice of recall.
4. An employee recalled to his former or equated job classification must report for

reemployment on the date established by the department head or be considered to have abandoned his recall rights so long as said date is beyond 10 working days from the date of receipt of the notice of recall.

5. An employee recalled to a job classification with a lower rate of pay than his/her previous job classification may refuse such position and remain eligible for recalled. In the event that an employee accepts such a position, the employee's name will be removed from the reemployment list.
6. An employee on layoff accrues no additional sick leave or annual leave. When an employee is recalled from layoff and re-employed, s/he is considered to have continuous service credit for computation of future earned annual leave. Sick leave will be reinstated in an amount equal to that as of the date of employee's layoff provided; however, sick leave will not be reinstated if the employee has been previously compensated for accrued, unused leave upon layoff, unless the employee fully reimburses the employer for the buy-out.
7. Employees on a re-employment list shall retain eligibility for recall for a period of 18 months from the date their name was placed on the list.
8. Upon returning to his/her original job classification, an employee shall retain his/her accrued time for merit increase and longevity if rehired within 18 months.

ARTICLE 41. FILLING OF VACANCIES

All vacancies and/or promotional vacancies shall be filled by candidates who meet the minimum requirements of the position, as established by the Employer prior to the opening.

Notice of all vacancies and/or promotional vacancies within the bargaining unit shall be given to all Employees of the County by posting such notice on bulletin boards and via email and/or fax within the County departments for a period of not less than 15 calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information:

1. Title and job description of the position;
2. All eligibility requirements including education, employment, training or experience criteria, and whether equivalent factors will be recognized;
3. Whether preference or priority will be given to County Employees;
4. Whether County or other seniority or length of service will be considered a factor, and if so, what weight will be given to such consideration in measuring or rating applicants;
5. Whether there will be competitive testing, and if so, the date, time and place of the test; the nature and scope of the test subject matter, and any reference material or sources upon which the test is based.
6. Whether the test will consist of written, oral and or physical demonstration components.

ARTICLE 42. INVOLUNTARY TRANSFERS

No Employee may be transferred for purposes of harassment or discipline. An Employee who believes s/he has been transferred for the purpose of harassment or discipline may file a grievance in accordance with Article 45 Grievance Procedure of this Agreement.

ARTICLE 43. PERSONNEL RECORDS

The Employer will maintain a personnel file on each Employee. The Employer shall maintain only one set of files on each Employee; the personnel office shall maintain said files. Any Employee has the right to review his/her personnel file upon request to the Personnel Office. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file. However, an Employee may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the personnel office, which form shall be developed by the Personnel Office. Except as provided above, only those people working in the Personnel Office, and the department head, shall have access to an Employee's files. In addition, the Employer's authorized attorney(s) shall have the right to access an Employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.

Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for denial shall be provided to the Employee in writing.

Any materials placed in an Employee's file shall be copied to the Employee. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.

Any Employee under this policy, upon reviewing his/her personnel file who finds inaccurate or misleading material, may prepare and present to the department head and Personnel Director a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file. Consultation with and approval from the department head or Personnel Director is required prior to any action to remove material from a personnel file.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. No information from any Employee personnel file may be given to a business without written permission of the Employee.

Any person accessing an Employee's file shall sign a file entry roster unless the access is the normal day-to-day access made by Employees working in the personnel office.

ARTICLE 44. DISCIPLINE & DISCHARGE

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline; however, in the case of a serious offense, an Employee may be summarily dismissed in the absence of a sequence of lesser discipline. No discipline shall be imposed except for just cause. Just cause may include, but not be limited to: inefficiency, incompetence, insubordination, moral turpitude, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leave, withholding services, and violation of established work rules, policies, or procedures.

1. Personal Reprimand

Notification administered by a department head regarding a potential corrective action.

2. Verbal Warning

May be a documented corrective action per county policy. The documentation may remain in the Employee's personnel file for a period of no longer than twelve (12) months, after which time the Employee may request in writing to the Personnel Director that it be removed, provided that no other corrective action has been taken.

3. Written Reprimand

Written corrective or disciplinary action that maybe administered by a department head and shall document the cause for such action, in what manner the Employee's conduct was improper, the necessary corrective action, and that further disciplinary action may be taken if the Employee's conduct or performance is not corrected.

The department head shall provide a copy of the warning letter to the Employee and ensure that the Employee signs one copy of the warning letter which shall be retained in the Employee's service record. The employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the reprimand. A warning letter shall remain in the Employee's service record for a minimum period of eighteen (18) months, after which point the warning letter may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director.

4. Suspension

In the event of the commission of a serious offense, the offending Employee may be suspended without pay for a period not to exceed 30 calendar days, in accordance with the gravity of the offense and the previous record of the Employee. The Employer shall furnish the Employee with a written statement of the reasons and grounds for the suspension utilizing the Specificity of Charges. A suspension shall remain in the Employee's service record for a minimum period of twenty-four (24) months, after which the suspension may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director. Suspensions imposed for violations of Title VII or for violations of safety rules, regulations, laws, and/or procedures shall not be removed from the Employee's service record.

5. Demotion or Discharge

The Employer shall furnish the Employee with a written statement of the reasons and grounds for the demotion or discharge utilizing the Specificity of Charges.

6. Specificity of Charges

All disciplinary actions imposing suspension, demotion or discharge shall be furnished to the Employee in writing and shall state the nature of the offense, the cause for such action, in what manner the Employee's conduct was improper, and the specific rule, regulation, ordinance, law or policy violated.

The **department head** shall provide a copy of the Specificity of Charges to the Employee and ensure that the Employee signs one copy of the Specificity of Charges which shall be retained in the Employee's service record. The Employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the charge. If the Employee refuses to sign, a witness signature must be obtained.

7. Dispute over Discipline or Discharge.

In the event that a dispute arises between the Employer and the Employee regarding the existence of good cause for the suspension of the Employee, or the demotion or discharge of the Employee, such dispute shall be adjudicated in accordance with Article 45 Grievance Procedure of this Agreement.

Suspension in excess of ten (10) working days, demotion, or discharge shall be effective upon the date stated in the Specificity of Charges and shall not be stayed by the filing of a grievance discipline unless the discipline is ultimately reversed. Reversal of a suspension in excess of ten (10) working days, demotion, or discharge shall result in reinstatement and an award of back pay to and including the effective date of discipline.

ARTICLE 45. GRIEVANCE PROCEDURE

1. Definitions

- a. **Grievance:** A grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.
- b. **Grievant:** A grievant is an Employee or group of Employees who are covered by the provisions of this Agreement and who believe they have been adversely affected by an act or formal decision of the Employer occasioning the grievance, and who file a grievance. The Union may be the grievant if an act or formal decision of the Employer which is alleged to be a grievance directly relates to a Union activity or privilege addressed in this Agreement.
- c. **Working Day:** Working Days for the purpose of a grievance or an appeal shall mean a weekday, Monday through Friday, excluding holidays.
- d. **Grievance Board:** The Grievance Board shall be composed of 2 members appointed by the Employer and 2 members appointed by the Union.
- e. **Grievance Screening Committee:** The Grievance Screening Committee shall consist of any 3 current members of the Board of Directors of the Comstock Chapter.

2. Rights of Representation

With the consent of the aggrieved Employee(s), one Union representative shall be present for any meeting, hearing, appeal, or other proceeding between the Employer and the grievant relating to a grievance that has been filed pursuant to this Article. If, in the judgment of the Union, a grievance affects a group of Employees or the Union, the Union may initiate and file such grievance with the Personnel Director and the processing of such grievance shall commence at Level II. The Union may process such a grievance through all levels of the procedure.

3. Individual Rights

Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter with the appropriate Supervisor(s), and to have the matter resolved without the intervention of the Union, as long as the Union has had, at the request of the Employee, the opportunity to be present at such discussions.

4. Informal Resolution

Within 10 working days from the event giving rise to a grievance or from the date the Employee(s) could reasonably have been expected to have had knowledge of such event, the Employee shall orally discuss the grievance with his/her immediate Supervisor. The immediate supervisor shall have 5 working days to provide a decision to the Employee.

- a. The Grievance Screening Committee shall convene within 10 working days from the date the Supervisor provides, or should provide, a decision to the Employee. The Committee shall determine the validity of proceeding to a Formal Level Grievance. The Employee shall be provided a pre-determined amount of time to provide evidence, prepare for witnesses, etc., as necessary. Should the Grievance Screening Committee determine there is no valid cause to proceed to a Formal Level Grievance, the issue is no longer considered a Grievance per this Agreement.

5. Formal Levels

- a. **Level I:** If a grievant is not satisfied with the resolution proposed at the informal level, s/he may, within 10 working days of the receipt of such decision, file a formal written grievance with his/her Supervisor, describing the grievance, the specific section(s) of this Agreement or County rules, regulations, and/or policies allegedly violated, and the remedy requested. The Supervisor may have a meeting with the grievant and within 10 working days of receiving the grievance provide a written decision to the grievant.

If the Supervisor fails to respond within 10 working days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the grievance contains a request for a monetary-related correction, the grievance shall automatically advance to Level II.

- b. **Level II:** If the grievant is not satisfied with the decision rendered by the Supervisor, or the grievance includes a request of monetary-related correction, the grievant may, within 10 working days from the receipt of such decision, file a written appeal to the Personnel Director. Within 10 working days of receipt of the written appeal, the Personnel Director shall direct that the Grievance Board be convened at a place agreeable to the parties and at a time not more than 20 working days from the date of the notice directing that the Grievance Board be convened. The procedure for the Grievance Board shall be

previously agreed upon by the union and the employer. The majority decision by the Grievance Board is final and binding. If the grievance board is deadlocked, the grievance may be advanced to Level III.

- c. **Level III:** In the event that the grievance board is deadlocked, the grievant may within 10 working days of that decision request to the Personnel Director that the grievance is advanced to mediation. Within 10 working days of the Personnel Director receiving the grievant's request that the matter is advanced to mediation, the parties shall request a mediator through the Federal Mediation and Conciliation Services (FMCS) to hear the grievance. The parties shall attempt to hold the mediation session within 20 days after contact with the FMCS. This timeline shall be extended based on the schedule of the mediator or by mutual consent of the parties. If the parties cannot reach a resolution during the mediation meeting the grievance shall be advanced to Level IV.

Nothing occurring in mediation may be referred to or introduced during fact-finding or arbitration. Level III applies as long as there is no cost for FMCS mediation services. If there is financial cost required to use FMCS mediation services, the grievance shall advance to Level IV immediately following Level II. The parties by mutual consent may skip Level III and advance directly to Level IV.

- d. **Level IV:** In the event the Grievance Board is deadlocked, the parties do not reach a mediated agreement at Level III, or mutually agreed to skip Level III, the grievance may be submitted to arbitration for resolution. The grievant or the union shall exercise the right to arbitration by giving the Personnel Director written notice of intent to arbitrate within 10 working days from the date of the mediator's recommendation to which the parties disagree.

Within 10 working days after the Personnel Director receives the written notice of intent to arbitrate, the employer and the grievant or the union will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain a commitment to serve from the agreed-upon arbitrator within the 10 working day period, a request for a list of 7 arbitrators may be made by either party to the Federal Mediation and Conciliation Service (FMCS). Within 5 working days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party to strike first shall be determined by a toss of the coin. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator shall, thereafter, confer promptly with the parties; shall set and hold hearings; and shall issue a written decision setting forth the arbitrator's findings of fact, conclusions of law, and decision within 30 working days from the date of the conclusion of all hearings on the matter arbitrated. The arbitrator's written decision shall be consistent with the law and the terms of this Agreement, and shall be final and binding upon the parties.

The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and any related rules, regulations, and policies of the employer. No arbitrator shall have the power or ability to modify, amend, or alter any terms or conditions of this Agreement.

6. Ability to Arbitrate a Grievance

If any question arises as to the ability to arbitrate the grievance, and the grievant or the Union has decided to proceed, the following apply:

- i. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article not resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, the question regarding the ability to arbitrate the grievance shall first be ruled upon by the arbitrator selected to hear the dispute.
- ii. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, a mediator through the FMCS shall consider the evidence presented by both parties regarding the claimed violation, misapplication, or misinterpretation and make a recommendation that the parties will accept as final and binding.

7. Arbitration Costs

- a. The fees and expenses of the arbitrator shall be shared equally by the employer and the union. Each party shall bear the costs of its own presentation including, but not limited to, witness fees and expenses, preparation, pre- and post-hearing briefs, and legal fees, if any.
- b. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless the parties mutually agree to share the cost. Any party desiring a copy of the transcription will pay the costs for the copy. If the arbitrator requires a reporter and transcript, the parties will share the cost equally.

8. Jurisdiction of the Arbitrator

The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

9. General Provisions

- a. If the grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. The grievant may be represented by a person of his/her choice at any level of this procedure.
- c. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a matter not addressed herein through the chain of command to the Personnel Director.

- d. Proof of service shall be accomplished by certified mail or personal service evidenced by a notarized affidavit of service.

10. Exceptions to Time Limits

The time limits set forth in this Article shall be strictly observed, unless extended by written agreement of the Union and the Employer, or otherwise excused for just cause.

A grievance alleging errors in salary which are ongoing shall be deemed continuing and all subsequent errors shall relate back to and be incorporated within the grievance alleging the errors in the first instance.

Notwithstanding the expiration of this Agreement, any grievance filed prior to expiration may be processed through the grievance procedure to resolution.

ARTICLE 46. POLYGRAPH EXAMINATIONS

No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an Employee for refusing to submit to a polygraph examination. Testimony regarding whether an Employee refused to submit to a polygraph examination shall be limited to state that, "Storey County does not compel Employees to submit to polygraph examinations." This Article is limited in its application to current Regular Full-Time Employees and current Regular Part-Time Employees as defined in Article 3 Definitions of this Agreement, and is subject to all applicable State and Federal laws.

ARTICLE 47. EMERGENCY CLOSURE

In the event the County or a portion thereof closes due to a health, welfare, or safety issues, and such closure is authorized by the State or County Commissioners, Employees who are unable to report to work due to such official closure shall be paid up to five (5) working days per incident at their regular rate of pay per day. This Article shall not apply to Employees in classified positions in Public Works roads, water, sewer; Communications Series; and Information Technology Series. Employees in classified positions in the public works, roads, water, sewer, communications, and information technology who are regularly scheduled and required to report to work during an emergency closure shall be awarded compensatory time off at the rate of 1 hour for each hour of emergency closure pay received by those employees not required to report to work during the incident.

ARTICLE 48. PREVAILING RIGHTS

All previous benefits including hours, wages, and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this Agreement, will not be diminished without mutual consent of the parties.

There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.

There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

ARTICLE 49. PRIVATIZATION / SUBCONTRACTING

1. It is agreed that work normally done by bargaining unit Employees shall not be contracted out to non-Employees of the County so as to cause the number of Employees within the bargaining unit to fall below 22 Employees.
2. It is agreed that work normally performed by bargaining unit Employees shall not normally be performed by non-bargaining unit Employees.
3. This Article shall not apply when bargaining unit Employees and/or adequate equipment are not available for work, when an immediate emergency exists, or when the provisions of this Article conflict with the provisions set forth in Article 17 Job Classification and Pay Practices of this Agreement.

ARTICLE 50. SUCCESSOR CLAUSE

1. Storey County agrees to negotiate with the Union, to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its County services prior to or upon any decision to consolidate, or any other form of placement or transfer. Nothing in this Article will prevent Storey County from making any decisions to consolidate or any other form of placement or transfer to another entity.
2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise, in the location or place of business of either party.

ARTICLE 51. NO STRIKE / NO LOCKOUT

Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.

The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 52. SAVINGS CLAUSE

This Agreement is the entire Agreement of the parties. Should any provision of this Agreement be found to be in contravention of any Federal or State law by a court of competent jurisdiction,

such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

ARTICLE 53. DURATION OF AGREEMENT

1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, 2016 through June 30, 2019.
2. Pursuant to NRS 288.150 this Agreement or any provision herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency.

STOREY COUNTY

STOREY COUNTY EMPLOYEE'S ASSOC. AFSCME-COMSTOCK CHAPTER

Marshall McBride, Chairman
Storey County Commission

Tobi Whitten, President
AFSCME Comstock Chapter

Lance Gilman, Vice-Chairman
Storey County Commission

Alicia Russell, Vice-President
AFSCME Comstock Chapter

Jack McGuffey, Commissioner
Storey County Commission

Signed Commissioner Meeting Nov. 1, 2016

APPROVED AS TO FORM:
Anne Langer, District Attorney

APPENDIX A. Storey County Grades and Steps

STEP	NON-EXEMPT		Step 1		Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	1820 hours/yr (35-hr week)*	per hour	2080 hours/yr. (40-hour week)										
110	\$ 31,724.14	\$ 17.43	\$ 36,256.16	\$ 37,525.13	\$ 38,838.50	\$ 40,197.85	\$ 41,604.78	\$ 43,060.94	\$ 44,568.27	\$ 46,127.96	\$ 47,742.44	\$ 49,413.42	\$ 50,648.75
111	\$ 32,517.24	\$ 17.87	\$ 37,162.56	\$ 38,463.25	\$ 39,809.46	\$ 41,202.79	\$ 42,644.89	\$ 44,137.46	\$ 45,682.27	\$ 47,281.15	\$ 48,935.99	\$ 50,648.75	\$ 51,914.97
112	\$ 33,330.17	\$ 18.31	\$ 38,091.62	\$ 39,424.83	\$ 40,804.70	\$ 42,232.86	\$ 43,711.01	\$ 45,240.90	\$ 46,821.33	\$ 48,463.18	\$ 50,159.39	\$ 51,914.97	\$ 53,212.86
113	\$ 34,163.43	\$ 18.77	\$ 39,043.92	\$ 40,410.46	\$ 41,824.82	\$ 43,288.69	\$ 44,803.80	\$ 46,371.93	\$ 47,994.95	\$ 49,674.77	\$ 51,413.39	\$ 53,212.86	\$ 54,543.17
114	\$ 35,017.51	\$ 19.24	\$ 40,020.01	\$ 41,420.71	\$ 42,870.44	\$ 44,370.90	\$ 45,923.88	\$ 47,531.22	\$ 49,194.81	\$ 50,916.63	\$ 52,698.71	\$ 54,543.17	\$ 55,906.75
115	\$ 35,892.95	\$ 19.72	\$ 41,020.51	\$ 42,456.23	\$ 43,942.20	\$ 45,480.18	\$ 47,071.98	\$ 48,719.50	\$ 50,424.69	\$ 52,189.55	\$ 54,016.18	\$ 55,906.75	\$ 57,304.43
116	\$ 36,790.28	\$ 20.21	\$ 42,046.03	\$ 43,517.65	\$ 45,040.76	\$ 46,617.19	\$ 48,248.79	\$ 49,937.50	\$ 51,685.31	\$ 53,494.30	\$ 55,366.60	\$ 57,304.43	\$ 58,737.03
117	\$ 37,710.03	\$ 20.72	\$ 43,077.18	\$ 44,605.58	\$ 46,166.77	\$ 47,782.61	\$ 49,455.00	\$ 51,185.93	\$ 52,977.43	\$ 54,831.64	\$ 56,750.25	\$ 58,737.03	\$ 60,205.45
118	\$ 38,652.78	\$ 21.24	\$ 44,174.61	\$ 45,720.72	\$ 47,320.94	\$ 48,977.17	\$ 50,691.38	\$ 52,465.57	\$ 54,301.87	\$ 56,202.43	\$ 58,169.52	\$ 60,205.45	\$ 61,710.61
119	\$ 39,619.11	\$ 21.77	\$ 45,278.98	\$ 46,863.75	\$ 48,503.98	\$ 50,201.62	\$ 51,958.67	\$ 53,777.23	\$ 55,659.43	\$ 57,607.51	\$ 59,623.77	\$ 61,710.61	\$ 63,253.37
120	\$ 40,609.59	\$ 22.31	\$ 46,410.96	\$ 48,035.34	\$ 49,716.58	\$ 51,456.66	\$ 53,257.64	\$ 55,121.66	\$ 57,050.92	\$ 59,047.70	\$ 61,114.37	\$ 63,253.37	\$ 64,834.69
121	\$ 41,624.82	\$ 22.87	\$ 47,571.72	\$ 49,236.22	\$ 50,959.48	\$ 52,743.07	\$ 54,589.07	\$ 56,499.69	\$ 58,477.18	\$ 60,523.88	\$ 62,642.22	\$ 64,834.69	\$ 66,455.58
122	\$ 42,665.45	\$ 23.44	\$ 48,760.51	\$ 50,467.13	\$ 52,233.48	\$ 54,061.65	\$ 55,953.81	\$ 57,912.20	\$ 59,939.12	\$ 62,036.90	\$ 64,208.20	\$ 66,455.58	\$ 68,116.96
123	\$ 43,732.08	\$ 24.03	\$ 49,979.52	\$ 51,728.80	\$ 53,539.31	\$ 55,413.19	\$ 57,352.65	\$ 59,359.99	\$ 61,437.59	\$ 63,587.91	\$ 65,813.48	\$ 68,116.96	\$ 69,819.88
124	\$ 44,825.38	\$ 24.63	\$ 51,229.01	\$ 53,022.02	\$ 54,877.79	\$ 56,798.51	\$ 58,786.46	\$ 60,843.99	\$ 62,973.53	\$ 65,177.60	\$ 67,458.82	\$ 69,819.88	\$ 71,565.37
125	\$ 45,946.01	\$ 25.25	\$ 52,509.73	\$ 54,347.57	\$ 56,249.73	\$ 58,218.47	\$ 60,256.12	\$ 62,365.08	\$ 64,547.86	\$ 66,807.04	\$ 69,145.28	\$ 71,565.37	\$ 73,354.50
126	\$ 47,094.66	\$ 25.88	\$ 53,822.47	\$ 55,706.25	\$ 57,655.97	\$ 59,673.93	\$ 61,762.52	\$ 63,924.21	\$ 66,161.56	\$ 68,477.21	\$ 70,873.91	\$ 73,354.50	\$ 75,188.37
127	\$ 48,272.03	\$ 26.52	\$ 55,168.03	\$ 57,098.92	\$ 59,097.38	\$ 61,165.79	\$ 63,306.59	\$ 65,523.32	\$ 67,815.60	\$ 70,189.15	\$ 72,645.77	\$ 75,188.37	\$ 77,068.08
128	\$ 49,478.83	\$ 27.19	\$ 56,547.23	\$ 58,526.39	\$ 60,574.81	\$ 62,694.93	\$ 64,889.25	\$ 67,160.38	\$ 69,510.99	\$ 71,943.87	\$ 74,461.91	\$ 77,068.08	\$ 78,994.79
129	\$ 50,715.81	\$ 27.87	\$ 57,960.93	\$ 59,999.56	\$ 62,089.19	\$ 64,248.78	\$ 66,483.40	\$ 68,833.40	\$ 71,248.78	\$ 73,742.48	\$ 76,231.55	\$ 78,969.65	\$ 80,969.65
130	\$ 51,983.70	\$ 28.56	\$ 59,409.94	\$ 61,489.29	\$ 63,641.42	\$ 65,868.87	\$ 68,174.28	\$ 70,560.38	\$ 73,029.99	\$ 75,586.04	\$ 78,231.55	\$ 80,969.65	\$ 82,993.89
131	\$ 53,283.29	\$ 29.28	\$ 60,895.19	\$ 63,066.52	\$ 65,332.45	\$ 67,515.58	\$ 69,878.63	\$ 72,324.38	\$ 74,855.73	\$ 77,475.69	\$ 80,187.33	\$ 82,993.89	\$ 85,068.74
132	\$ 54,635.37	\$ 30.01	\$ 62,417.57	\$ 64,602.18	\$ 66,863.26	\$ 69,208.47	\$ 71,625.59	\$ 74,132.49	\$ 76,727.13	\$ 79,412.57	\$ 82,192.01	\$ 85,068.74	\$ 87,195.45
133	\$ 55,980.75	\$ 30.76	\$ 63,978.00	\$ 66,217.23	\$ 68,534.83	\$ 70,933.55	\$ 73,416.23	\$ 75,985.79	\$ 78,645.30	\$ 81,397.88	\$ 84,246.81	\$ 87,195.45	\$ 89,375.33
134	\$ 57,380.27	\$ 31.53	\$ 65,571.93	\$ 67,872.66	\$ 70,248.21	\$ 72,706.89	\$ 75,251.63	\$ 77,885.44	\$ 80,611.43	\$ 83,432.83	\$ 86,352.98	\$ 89,375.33	\$ 91,609.72
135	\$ 58,814.78	\$ 32.32	\$ 67,216.89	\$ 69,569.48	\$ 72,004.41	\$ 74,524.57	\$ 77,132.93	\$ 79,832.58	\$ 82,626.72	\$ 85,518.66	\$ 88,511.81	\$ 91,609.72	\$ 93,899.97
136	\$ 60,285.15	\$ 33.12	\$ 68,897.31	\$ 71,308.72	\$ 73,804.53	\$ 76,387.68	\$ 79,061.25	\$ 81,828.40	\$ 84,692.39	\$ 87,656.62	\$ 90,724.61	\$ 93,899.97	\$ 96,247.17
137	\$ 61,792.28	\$ 33.95	\$ 70,619.75	\$ 73,091.44	\$ 75,649.64	\$ 78,297.38	\$ 81,037.79	\$ 83,874.11	\$ 86,809.70	\$ 89,848.04	\$ 92,992.72	\$ 96,247.17	\$ 98,653.66
138	\$ 63,337.09	\$ 34.80	\$ 72,385.25	\$ 74,918.73	\$ 77,540.88	\$ 80,254.82	\$ 83,063.73	\$ 85,970.97	\$ 88,979.95	\$ 92,094.25	\$ 95,317.55	\$ 98,653.66	\$ 101,220.01
139	\$ 64,920.52	\$ 35.67	\$ 74,194.88	\$ 76,791.70	\$ 79,479.41	\$ 82,261.19	\$ 85,140.33	\$ 88,120.24	\$ 91,204.45	\$ 94,396.61	\$ 97,700.49	\$ 101,220.01	\$ 103,648.02
140	\$ 66,543.54	\$ 36.56	\$ 76,049.76	\$ 78,711.50	\$ 81,466.40	\$ 84,317.73	\$ 87,268.85	\$ 90,323.26	\$ 93,484.57	\$ 96,756.53	\$ 100,143.01	\$ 103,648.02	\$ 106,239.20
141	\$ 68,207.12	\$ 37.48	\$ 77,950.99	\$ 80,679.28	\$ 83,503.05	\$ 86,425.66	\$ 89,450.56	\$ 92,581.33	\$ 95,821.67	\$ 99,175.43	\$ 102,646.57	\$ 106,239.20	\$ 109,911.91
142	\$ 69,912.30	\$ 38.41	\$ 79,890.77	\$ 82,696.26	\$ 85,590.63	\$ 88,586.90	\$ 91,686.83	\$ 94,895.86	\$ 98,217.22	\$ 101,654.82	\$ 105,212.74	\$ 108,895.19	\$ 112,616.06
143	\$ 71,660.11	\$ 39.37	\$ 81,897.27	\$ 84,763.67	\$ 87,730.40	\$ 90,800.97	\$ 93,979.00	\$ 97,268.26	\$ 100,672.65	\$ 104,196.20	\$ 107,843.06	\$ 111,517.57	\$ 115,268.21
144	\$ 73,431.62	\$ 40.36	\$ 83,944.71	\$ 86,882.11	\$ 89,923.67	\$ 93,071.00	\$ 96,328.60	\$ 99,694.98	\$ 103,189.48	\$ 106,801.11	\$ 110,539.15	\$ 114,408.02	\$ 118,330.24
145	\$ 75,287.90	\$ 41.37	\$ 86,043.31	\$ 89,054.83	\$ 92,171.75	\$ 95,397.76	\$ 98,736.68	\$ 102,192.47	\$ 105,769.20	\$ 109,471.12	\$ 113,302.61	\$ 117,268.21	\$ 121,299.91
146	\$ 77,170.10	\$ 42.40	\$ 88,194.40	\$ 91,281.20	\$ 94,476.05	\$ 97,782.71	\$ 101,205.10	\$ 104,747.28	\$ 108,413.44	\$ 112,207.91	\$ 116,135.18	\$ 120,199.91	\$ 124,204.91
147	\$ 79,099.35	\$ 43.46	\$ 90,399.26	\$ 93,563.23	\$ 96,837.94	\$ 100,227.27	\$ 103,735.23	\$ 107,365.96	\$ 111,123.77	\$ 115,013.10	\$ 119,038.56	\$ 123,204.91	\$ 127,427.17
148	\$ 81,076.83	\$ 44.55	\$ 92,659.23	\$ 95,902.31	\$ 99,258.89	\$ 102,732.95	\$ 106,338.60	\$ 110,050.10	\$ 113,901.86	\$ 117,888.42	\$ 122,014.52	\$ 126,285.03	\$ 130,659.18
149	\$ 83,103.76	\$ 45.66	\$ 94,975.73	\$ 98,299.88	\$ 101,740.37	\$ 105,301.28	\$ 108,986.83	\$ 112,801.37	\$ 116,749.42	\$ 120,835.65	\$ 125,064.89	\$ 129,442.17	\$ 133,975.18
150	\$ 85,181.35	\$ 46.80	\$ 97,350.11	\$ 100,757.37	\$ 104,283.88	\$ 107,938.81	\$ 111,711.50	\$ 115,621.40	\$ 119,668.15	\$ 123,856.53	\$ 128,191.51	\$ 132,678.21	\$ 137,312.66
151	\$ 87,310.89	\$ 47.97	\$ 99,783.87	\$ 103,276.31	\$ 106,890.98	\$ 110,632.17	\$ 114,504.29	\$ 118,515.94	\$ 122,659.86	\$ 126,952.95	\$ 131,396.31	\$ 135,995.18	\$ 140,766.06
152	\$ 89,493.66	\$ 49.17	\$ 102,278.47	\$ 105,858.21	\$ 109,563.25	\$ 113,397.97	\$ 117,366.90	\$ 121,474.74	\$ 125,726.77	\$ 130,126.77	\$ 134,681.21	\$ 139,395.05	\$ 144,262.11
153	\$ 91,731.00	\$ 50.40	\$ 104,835.43	\$ 108,504.67	\$ 112,302.33	\$ 116,232.91	\$ 120,301.07	\$ 124,511.60	\$ 128,869.51	\$ 133,379.94	\$ 138,048.24	\$ 142,879.93	\$ 147,811.92
154	\$ 94,024.21	\$ 51.66	\$ 107,456.31	\$ 111,217.28	\$ 115,109.88	\$ 119,138.73	\$ 123,308.59	\$ 127,531.33	\$ 131,815.00	\$ 136,174.43	\$ 140,619.44	\$ 145,163.22	\$ 149,912.66
155	\$ 96,374.88	\$ 52.95	\$ 110,142.72	\$ 113,997.72	\$ 117,987.64	\$ 122,117.20	\$ 126,391.30	\$ 130,815.00	\$ 135,393.53	\$ 140,132.30	\$ 145,036.93	\$ 150,113.22	\$ 155,266.06
156	\$ 98,784.26	\$ 54.28	\$ 112,896.30	\$ 116,876.85	\$ 121,007.34	\$ 125,174.34	\$ 129,511.10	\$ 134,025.91	\$ 138,728.37	\$ 143,635.62	\$ 148,662.86	\$ 153,866.06	\$ 159,242.71
157	\$ 101,253.86	\$ 55.63	\$ 115,718.70	\$ 119,768.85	\$ 123,960.76	\$ 128,299.39	\$ 132,843.51	\$ 137,593.87	\$ 142,561.51	\$ 147,726.26	\$ 153,209.43	\$ 158,912.66	\$ 164,751.71

APPENDIX B. Positions and Classifications**Classification Plan for Non-Exempt AFSCME Comstock Chapter Employees****2016-2019 Bargained Agreement Official****Non-Exempt Positions
CLASSIFICATION**

	GRADE	FLSA STATUS	CBA Unit	Notes
Administrative Assistant I	110	Non Ex	A	
Administrative Assistant II	116	Non Ex	A	
Administrative Assistant III	119	Non Ex	A	
Administrative Specialist/Office Manager	122	Non Ex	A	
Administrative Assistant Senior	124	Non Ex	A	
Administrative Analyst I	126	Non Ex	A	
Administrative Analyst Senior	130	Non Ex	B	
Property Appraiser Trainee	113	Non Ex	A	One year only position
Property Appraiser I	116	Non Ex	A	
Property Appraiser II	119	Non Ex	A	
Property Appraiser Senior	123	Non Ex	A	
Property Appraiser Lead Senior	126	Non Ex	B	
Tourism Assistant	110	Non Ex	A	
Planner I	121	Non Ex	A	
Planner II	130	Non Ex	A	
Building Inspector Trainee	113	Non Ex	A	One year only position
Building Inspector-Plans Examiner I	119	Non Ex	A	
Building Inspector-Plans Examiner II	123	Non Ex	A	
Building Inspector-Plans Examiner Senior	127	Non Ex	A	
Building Inspector-Plans Examiner Lead Senior	130	Non Ex	B	
Fire Prevention Officer	122	Non Ex	A	
Fire Prevention Officer-Plans Examiner Senior	128	Non Ex	B	
Network Support Technician I	116	Non Ex	A	
Network Support Technician II	119	Non Ex	A	
Network Administrator	128	Non Ex	A	
Network Administrator Lead Senior	130	Non Ex	B	

Communications Specialist Trainee	113	Non Ex	A	One year only position
Communications Specialist I	116	Non Ex	A	
Communications Specialist II	119	Non Ex	A	
Communications Specialist Senior	124	Non Ex	A	
Communications Specialist Lead Senior	126	Non Ex	B	
Auto & Equipment Technician I	116	Non Ex	A	
Auto & Equipment Technician II	122	Non Ex	A	
Auto & Equipment Specialist Senior	126	Non Ex	A	
Facilities-Custodial Maintenance Worker I	110	Non Ex	A	CDL 5% Incentive
Facilities-Custodial Maintenance Worker II	114	Non Ex	A	CDL 5% Incentive
Facilities-Custodial Maintenance Worker Senior	118	Non Ex	A	CDL 5% Incentive
Facilities-Custodial Maintenance Worker Lead Senior	124	Non Ex	B	CDL 5% Incentive
Maintenance Worker-Heavy Equipment Operator I	116	Non Ex	A	CDL + Water Distribution I by 12 mo. of hire required
Maintenance Worker-Heavy Equipment Operator II	119	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Heavy Equipment Operator Senior	124	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Heavy Equipment Operator Lead Senior	126	Non Ex	B	CDL + Water Distribution I required
Treatment Plant Operator I	113	Non Ex	A	CDL 5% Incentive
Treatment Plant Operator II	122	Non Ex	A	CDL 5% Incentive
Treatment Plant Operator III	128	Non Ex	A	CDL 5% Incentive
Treatment Plant Operator Lead Senior	130	Non Ex	B	CDL 5% Incentive
Geographic Information Systems (GIS) Coordinator	120	Non Ex	A	

Notes:

Maintenance Worker-Heavy Equipment Operators employed on 07/01/16 must obtain Water Distribution I Certification by 11/01/17.

Bargaining Unit A is non-supervisory and Bargaining Unit B is supervisory.

One year only positions require the incumbent to obtain necessary certifications and advance to the next grade. Failure to do so results in termination.

CDL 5% Incentive is calculated from base-pay.

Any employee supervising one or more subordinate employees shall be considered in Unit B, regardless of what is shown in the chart.

APPENDIX C. Performance Review Policy.

Contact the Human Resources office for the most recent Performance Review Policy.

AGREEMENT
BETWEEN
STOREY COUNTY, NEVADA
AND
COMSTOCK CHAPTER, AFSCME LOCAL 4041
JULY 1, *2016* – JUNE 30, *2019*

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PREAMBLE

This Agreement is made and entered into this *1st* day of July, 2016, at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Board of Commissioners in the County of Storey, Nevada, a County Government, hereinafter referred to as the Employer, and the Storey County Employee's Association AFSCME Local Union Comstock Chapter, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to provide proper standards of wages, hours and other conditions of employment.

ARTICLE 1. RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees in the job classifications listed in Appendix A attached hereto. *The union is divided into the following two bargaining units for the purposes of this agreement.*

- 1. Bargaining Unit A (Non-Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40 hr. week) and regular part-time (average 20+ hrs./week) non-supervisory county employees listed as such in Appendix A of this agreement.*
- 2. Bargaining Unit B (Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the county recognizes the union as the exclusive bargaining agent for all regular full-time (40-hr. week) and regular part-time (average 20+ hrs./week) supervisory county employees listed in Appendix A of this agreement.*

The Employer agrees not to recognize or bargain with any other organization purporting to represent the members of the bargaining unit for as long as the Union remains eligible for recognition as an Employee organization.

ARTICLE 2. SUPERVISOR EXCLUSION

This Agreement complies with NRS 288 by separating supervisory and non-supervisory employees into separate units pursuant to Article 1.

ARTICLE 3. DEFINITIONS

As used herein, unless the context otherwise requires, the words and terms listed below shall have the meanings ascribed to them in this section. All positions shall be filled according to this agreement and County policy.

- 1. "Anniversary Date" means the date on which the employee starts work as indicated in-writing in an offer of employment, is reclassified or promoted to a new job classification, or a less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills maybe best utilized to their own or the organization's benefit, or where they are better able to perform the job in accordance with required standards, is not an Anniversary Date.*
- 2. "Confidential Employee" means an employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the Personnel Director with concurrence of the County Manager. In addition, it includes any employee occupying the County Manager's Office and Human Resources. Confidential employees are not covered by this Agreement.*
- 3. "Department Head" means an appointed or elected official directly responsible to the County Manager and his/her designee, or the electorate for the overall administration*

of a department.

4. *“Supervisor” means the department head or his/her designee who is responsible for directing the work of other employees. The immediate supervisor is the person to whom the employee directly reports and from which is provided direction regarding work. Unless stated otherwise in this agreement, the “supervisor” means the department head or his/her designee.*
5. *“Regular Full-Time Employee” means an employee who has been retained in a regular position after completion of the probationary period, and whose regular workweek consists of at least 40 hours and whose work year includes at least 2,080 hours in a 12 month period. This definition shall be construed throughout the contract to mean that a full-time workweek consists of at least 40 hours. Current employees considered full-time with a 35-hour workweek shall continue to be considered full-time with a 35-hour workweek until such time as their full-time workweek becomes 40 hours.*
6. *“Regular Part-Time Employee” means an employee in a position which is considered half-time or more (i.e., 1040 - 2079 hours in a fiscal year period) according to the full-time work schedule of the employer. Employees who work 1,039 hours or less in a year are “Casual Employees” and are not subject to this agreement.*
7. *New Hired and Promoted Employee Evaluation Periods*

“Probationary Employee” means an employee who is undergoing a working evaluation period during which s/he is required to demonstrate his/her ability to carry out the duties of the position to which hired.

- a. *The new hire probation period pursuant to this agreement is 12 months.*
- b. *Newly hired probationary employees are employed “at-will” and are excluded from the coverage of this agreement. They may be laid-off or discharged from employment during this period for any reason with or without cause. After successfully completing the new hire probationary period, the employee shall be deemed to be a regular employee and subject to this agreement, and shall acquire seniority from his/her first date of hire.*
- c. *A probationary employee who transfers laterally within the same classification (e.g., Admin. II in one department to Admin. II in another department) must serve the remainder of the new-hire probationary period assigned to him/her upon hire.*
- d. *A regular employee who is promoted to a position in a higher classification shall serve a “trial period” of 12 months in the new position. A probationary employee who is promoted to a position in a higher classification shall serve a “trial period” of 12 months in the new position and must concurrently complete the remainder of his/her new hire probation period. During the “trial period”, the regular employee is not considered probationary; however, regular employees and probationary employees completing the remainder of their probation period must demonstrate satisfactory ability to carry out the duties of the position to which promoted. Unless the promoted employee is dismissed from employment for cause, the employee who failed the “trial period” in the new position will be restored to his/her previous classification or an equivalent classification if the previously held position is unavailable.*

- e. An employee who is demoted to a lower classification is not required to serve a "trial period" for that position.*
- f. An employee who changes from working part-time to regular full-time within the same classification shall have his/her new hire probationary period adjusted to credit actual hours worked over the past 12 months with Storey County in said classification, up to a maximum of 1,040 hours (6 months), toward completion of the new hire probation period.*
- 8. Temporary, Intermittent, *Casual*, and Seasonal positions are excluded from the coverage of this Agreement. These positions may fill regular or non-regular positions.
- 9. *"Base Rate of Pay" means the amount of pay the employee is designated to receive within the pay range for the employee's classification, excluding any additional types of pay, as demonstrated in Appendix A.*
- 10. *"Regular Rate of Pay" means the employee's base rate of pay plus other additional pay for which the employee's specific assignment may entitle him/her.*
- 11. *"Regularly Scheduled Shift" means the shift created by the department that is the same schedule for at least 30 days.*
- 12. *"Recall" means the procedure under the provisions of Article 40 of this agreement for the return of employees who have been laid-off from employment.*
- 13. *"Reinstatement" means restoring of a permanent employee to his/her previous position under the provisions of Article 40 of this agreement.*
- 14. *"Work Week" means 7 consecutive periods of 24 hours which may begin on any day and at any hour of the day.*
- 15. *"Work Day" means a period of 24 consecutive hours which begins when the employee begins work.*

ARTICLE 4. ELIGIBILITY FOR BENEFITS

The rights and benefits provided herein shall be accorded to all Regular Full-Time Employees and Regular Part-Time Employees. Regular Part-Time Employees shall receive prorated Annual Leave, Sick Leave and Merit salary increase benefits according to the number of hours worked. The term of any probationary period shall be credited for the purposes of determining Annual Leave, Sick Leave, Merit salary increases, promotional rights, and insurance eligibility.

ARTICLE 5. RIGHT TO ORGANIZE

Employees shall have the right to form, organize, join and administer an Employee organization and to designate their representatives for purposes of collective bargaining. The Employer shall not restrain, coerce, discriminate against or otherwise interfere with an Employee in the exercise of these rights.

ARTICLE 6. INFORMATION REQUEST

The Union may request, in writing, reasonable information concerning any subject matter included in the scope of mandatory bargaining necessary for and relevant to collective

bargaining, or necessary for the administration or application of this Agreement. The Employer shall furnish the information requested within a reasonable period of time.

ARTICLE 7. UNION BUSINESS

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on County property, provided that this shall not disrupt normal work. Union business may only be conducted during non-work time, such as before work and after work, during breaks and/or lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communiqués concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. County email may be used internally to conduct Union business, but shall be limited to all parties to this Agreement and subject to established County policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

ARTICLE 8. UNION USE OF BUILDINGS

The Union may use the County's buildings, excluding District Court, for meetings if such use does not interfere with the County's operations. The permission *of the County Manager or his/her designee* must be obtained before any meeting, but such permission may not be unreasonably withheld. Subject to scheduling conflicts, the Employer agrees to allow the Union to use Employer buildings, excluding District Court, for Union meetings.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of County buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of County buildings for Union meetings.

ARTICLE 9. NOTIFICATION TO THE UNION OF NEW EMPLOYEES & CHANGES TO COUNTY CODES/ADMINISTRATIVE POLICIES

1. The Employer shall notify the Union of the name, classification and starting grade and step for each new Employee within thirty (30) days of the new Employee's starting date.
2. The Employer shall provide each new Employee an Orientation pursuant to Storey County Administrative Policies and Procedures.
 - a. Employees in a position eligible for AFSCME rights and benefits shall be provided the name and email contact information for the current Comstock Chapter President or other designated representative, as well as access to the Storey website or a designated *location(s)* where the current Agreement can be viewed in its entirety.
3. The Employer shall provide to the current Comstock Chapter President or other designated representative a copy of all new and amended County Codes and County

Administrative Policies, as well as written notice of all repealed County Codes and County Administrative Policies, within thirty (30) days of approval thereof.

ARTICLE 10. ESTABLISHMENT OF NEW CLASSIFICATION

In the event the employer creates a new job classification that will be placed in the bargaining unit or amends the job requirements of an existing job classification within the bargaining unit, the employer shall notify the union as to its intended action. Where the proposed change(s) impact matters within the scope of mandatory bargaining as specified in NRS 288 and this agreement, upon written request from the union, the employer will enter into negotiations to the extent required by law or this agreement.

ARTICLE 11. RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEES

Release time for negotiations, grievances, and union business will comply with NRS 288.

ARTICLE 12. EXCLUSIVE RIGHTS OF THE UNION

The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the Employees in the bargaining unit.

ARTICLE 13. PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually authorize in writing that such deductions be made. The election of payment of dues by payroll deduction cannot be changed or revoked by the Employee without written permission from the Treasurer of the Union, except as provided in subsection 2 of this Article. The Employer will not honor any blanket request by the Union for payroll deductions.
2. The written authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement and shall clearly state the following terms and conditions under which it may be revoked:
 - a. The individual Employees may revoke a request that dues be deducted by submitting written notice to the Union and Payroll Processing. The revocation is effective on a date determined by Payroll Processing, but not later than thirty (30) days after the date upon which Payroll Processing receives written notice from the Employee.
 - b. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by check via U.S. Mail as soon as reasonably possible after the end of each biweekly pay period. The Employer will provide a list either by hard copy or disc of the names of the individual Employees for whom dues are remitted.
 - c. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues.

When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. All other legal and required deductions have priority over Union dues.

- d. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, and all other forms of liability which might arise out of or by reason of any action taken or not taken by the Employer pursuant to the provisions of this Article.

ARTICLE 14. MANAGEMENT RIGHTS

1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Employer without negotiation include the following:
 - a. The right to hire, direct, assign, or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.
 - b. The right to reduce in force or lay-off any Employee because of lack of work or lack of money, subject to NRS 288.
 - c. The right to determine:
 1. Appropriate staffing levels and work performance standards, except for safety considerations;
 2. The content of the workday, including without limitation workload factors, except for safety considerations;
 3. The quality and quantity of services to be offered to the public; and
 4. The means and methods of offering those services.
 - d. *The right to require each employee to demonstrate positive attitude and progressive action through the display of professionalism, courtesy, tact, punctuality, attendance, and discretion in all interactions with coworkers, supervisors, and the public; use common sense and discretion; remain safe, socially moral, lawful, affective, adaptive, and efficient while performing the duties of his/her job.*
 - e. Safety of the public.
2. Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Those actions may include the suspension of this Agreement for the duration of the emergency. Any actions taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.
3. The Employer shall have the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, taxpayers, and Employees.

4. The Employer may discuss but is not required to negotiate subject matters enumerated in subsection (1) of this Article which are outside the scope of mandatory bargaining.
5. The retention of these rights does not preclude any Employee from filing a grievance or seeking a review of the exercise of these rights.

ARTICLE 15. AUTOMATIC PAYROLL DEPOSIT PROGRAM

The Employer agrees to provide an automatic payroll check deposit program. All bargaining unit Employees shall have direct deposit with an approved financial institution. The Union holds the Employer harmless if the bargaining unit Employee is not in compliance with the direct deposit program as outlined by the Employer pursuant to this Agreement.

ARTICLE 16. NON-DISCRIMINATION

Employer agrees to 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 of 1990, as amended; the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613); the right of an Employee to join or refrain from joining an Employee organization (NRS 288); and any other applicable federal, state, and local statutory provisions.

ARTICLE 17: JOB CLASSIFICATIONS *and* PAY PRACTICES

1. Pay Practices

The job classes and corresponding rates of pay shown in Appendix A have been established by formal action of the Board of *County* Commissioners effective July 1, **2016**. The rate of pay for each class that is a non-exempt position under the Federal Fair Labor Standards Act (FLSA) shall be a biweekly rate of pay which is a step in the range assigned to the job classification. Any change in the job classification or rates of pay for job classification shall be subject to negotiations.

When payment is to be made for a period of less than a two week time period, the bi-weekly rate of pay shall be converted to an hourly rate and the amount of compensation due to the Employee shall be computed based on the number of hours worked using the hourly rate. The hourly rate for Regular Full-Time Employees is based on a forty (40) hour workweek. Regular Part-Time Employees will be paid the same hourly rate of pay established for the same job classification established for Regular Full-Time Employees on a prorated basis based on actual hour worked. The results shall be rounded up to the nearest penny.

Pay periods and paydays for Employees are paid on a bi-weekly basis. The standard established workweek for Employees begins at 12:01 am on Monday and ends at 12:00 midnight on the following Sunday. Alternate pay periods may be established by mutual agreement of the Employee and the *department head*, and with the approval of the Personnel Director and notification to the Payroll *office*.

Payday is on Friday of every other week. If payday falls on a holiday, Employees are paid on the preceding workday. In the event that the Employee detects an error the

Employee will notify the Supervisor and supply proper backup supporting his/her claim. The Supervisor will then advise the Payroll Department and the Employee will receive the adjusted amount on the next paycheck.

2. Time Reporting

Recording of hours worked and/or Leave time taken by Employees is necessary to provide an accurate basis for preparing paychecks, to ensure compliance with the federal and state laws, and to maintain an effective and efficient cost accounting system. All Employees are responsible for accurately completing their own daily time sheets. All Employees will record all hours worked and all hours off on Leave; Sick, Vacation, or other Leave approved. The Employee and the Employee's Supervisor or his/her designee must sign the time sheet before being submitted to the Payroll *office*.

3. Incentive Pay

- a. Bilingual Pay. Upon recommendation of the department head and approval by the Personnel Director, employees are eligible to receive bilingual pay in the amount of 2.5 percent of their base pay provided that the following criteria in this subsection are met. The employee may make the request directly to the Personnel Director if s/he demonstrates valid evidence that such request was made to the department head. The decision to provide bilingual pay is subject to approval of the Personnel Director, including with recommendation by the department head.*
 - i. The employee's assigned duties must require them to communicate in a second language at least approximately 15 percent of their work time; and*
 - ii. As a prerequisite to receiving bilingual pay, the employees must demonstrate written and verbal fluency in the second language. If there is uncertainty as to whether the employee is fluent in the second language, the employer may, at the discretion of the Personnel Director, require an employee to demonstrate fluency in the second language by successfully passing a qualified bilingual proficiency exam. The examination chosen will be as mutually agreed by the employer and union.*
- b. TAC Differential.** The parties acknowledge that Terminal Agency Coordination (TAC) may be assigned to a variety of different positions within the County. If the TAC duties are assigned in writing by the department head to an Employee, the Employee so assigned will receive an additional two and one half percent (2.5%) added to their base pay for all hours worked for the duration of the assignment. This differential will be paid for the period of time during which the Employee may be called upon to perform TAC tasks and is not tied to the specific days on which the duties are actually performed. No more than one Employee in each department may receive this differential for TAC duties at any one time.

- c. *Field Training Officer (FTO) Pay. An employee in the Communications Series who is designated by his/her supervisor to perform the duties of a field training officer (FTO) shall receive an additional one dollar (\$1.00) per hour for all hours actually spent functioning as an FTO. The employee is determined to be functioning as an FTO when s/he is assigned to and actively engaged in training another employee to perform specific duties applicable to the job and is recording the progress of that trainee for reporting to the department head (e.g., completion of a "Daily Observation Report [DOR]" for the Communications series). Subject to approval of the Personnel Director, the department head shall have the discretion to make the FTO assignment and to remove someone from such assignment.*

ARTICLE 18. ACTING PAY

An Employee who is assigned additional responsibilities in a higher classification recognized within the bargaining unit for a minimum of **10** consecutive working days or more shall be entitled to temporary duty pay in the amount of **5 percent** of the Employee's current rate of pay in addition to the Employee's regular rate of pay for the duration of the assignment.

ARTICLE 19. MERIT INCREASE

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay. There are **10** steps in the salary range for each job classification. *Performance review procedures are pursuant to* Performance Review Policy for Storey County Peer- *and self*-evaluations shall not be considered in evaluating an Employee's performance for purposes of this Article. All merit increases are subject to the final approval of the Personnel Director.

1. Upon each successive *employee* anniversary date, on the recommendation of the appointing authority, annual merit increases shall be granted to the employee in recognition of receiving the following overall performance ratings of duties assigned to his/her position:
 - a. An overall Below Expectation performance rating shall not be granted a step advancement;
 - b. A three and one-half percent **3.5 percent** one-step pay increase in recognition of an overall Meets or Exceeds Expectations performance rating for a maximum of **10 merit** steps.
2. Merit increases not granted: If a merit increase is not granted at time of eligibility, the supervisor shall inform the employee in writing and state the reason(s) upon which the decision was based, and provided a prescribed remedy to improve the employee's performance. If within **3** months the employee has corrected the deficiency, the merit salary increase will be granted and paid from that date.
3. If an employee has not been evaluated within **30** days following his/her anniversary date, a merit increase will be granted retroactive to the anniversary date. The

employee shall notify the Personnel Director in-writing that the evaluation has not been done.

4. Parties to this agreement shall re-open this Article during the course of this agreement to negotiate incorporating language to adjust the performance evaluation and merit increase processes *explained herein*.

ARTICLE 20. RECLASSIFICATION

Reclassification means the allocation of a position to a different class which results from changes and duties of the position, but not necessarily the position's incumbent employee. The reclassification may be to a newly created class or an existing class in the classification plan. The following apply to reclassifications.

1. *When a department head believes that the duties of an existing position have changed to the extent they no longer fit within its assigned class or no longer conform to changes of the organization (or department), the duties of the position will be reviewed and, if appropriate, the position may be reclassified to the appropriate class.*

Reclassification of a position shall not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary or wages in the absence of a significant change in assigned duties and responsibilities.

2. *An employee may submit a written request to the department head requesting a reclassification study of a position if s/he believes that the position's specifications, duties, and responsibilities have changed, both in number and variety, as to cause a significant and permanent workload increase. The department head shall submit the request to the Personnel Director for review. In the event that the department head fails or refuses to submit the employee's request to the Personnel Director within 30 days of receipt, the employee may submit the written request directly to the Personnel Director.*
3. *The Personnel Director will determine if the position requested to be studied will be reclassified to a new class.*
4. *A change in a position's class does not constitute the sole basis for determining whether the employee in the reclassified position will also be assigned to the new position.*

- a. *The decision to reclassify a position shall be made by the Personnel Director with the concurrence of the County Manager.*

- b. *The decision to place the current employee in the new class of the position 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 class and the employee has satisfied the following requirements:

- i. *Completes the trial period for the position as previously allocated;*
 - ii. *Demonstrates acceptable or better job performance; and*
 - iii. *Possesses the knowledge, skills, and abilities required for the higher class.*

- c. *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.*
- d. *Responsibility pay shall be paid back to the date on which the formal request for reclassification was received by the Personnel Director, unless the request specifies a different date for it to become effective.*

ARTICLE 21. COST OF LIVING ADJUSTMENT

1. For years in which a PERS contribution rate increase occurs, each Employee shall receive a Cost of Living increase (*Cost of Living Adjustment COLA*) equal to **50 percent** of any PERS increase for that year (see Figure 1).
2. For years in which no PERS contribution rate *change* occurs (see Figure 1):
 - a. Each Employee who is capped in the ten-step salary schedule shall receive a Cost of Living increase equal to **2 percent** for that year;
 - b. Each Employee who is not capped in the ten-step salary schedule shall not be granted a Cost of Living increase for that year.

EMPLOYEE	YEAR A <i>PERS Contribution Rate Increase</i>	YEAR B <i>No PERS Contribution Rate Increase</i>
Capped Employee	50% PERS	2% COLA
Non-Capped Employee	50% PERS	None

Figure 1: The table corresponds to Article 21, Subsections 1 and 2. The contribution rate to the Public Employees' Retirement System (PERS) is revisited during each Legislative session.

ARTICLE 22. HOURS OF WORK

A. Regularly Scheduled Shift

1. *As defined in Article 3 Definitions, a work week means 7 consecutive periods of 24 hours which may be on any day and at any hour of the day.*

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. Preparation for rest and meal periods as well as the end of the workday is work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

Except as may be otherwise provided, an employee who occupies a regular full-time position shall normally work 40 hours exclusive of meal breaks in each week. Nothing contained herein shall be construed as limiting or preventing the county from establishing other work shifts as need arises. Workweeks are as follows:

- a. *Employees working a 5-day, 40-hour week (designated 5/40) shall work 8 hours per shift for 5 shifts within the workweek, and shall receive 2 consecutive 24-hour periods off.*
 - b. *The department head may authorize employees to work 4-day, 40-hour weeks (designated 4/40). Employees working 4-day, 40-hour weeks (designated 4/40) shall work 10 hours per shift for 4 shifts within the workweek, and shall receive 3, 24-hour periods off, of which 2, 24-hour periods must be consecutive.*
 - c. *The department head may schedule employees an alternative work schedule and workweek when appropriate and in accordance with NRS 281. If the department head chooses to schedule employees to an alternative work schedule, the affected employees must sign an alternative work schedule agreement. Each regular part-time employee is assigned a regular schedule by the department head. All schedules are subject to the approval of the Personnel Director.*
2. *Any changes to an Employee's permanent regularly scheduled workweek shall require a 30 day written notice to the Employee, with the exception of a drastic change in workload or if the change in schedule is mutually agreed upon by both the Employee and the department head.*
3. *Subject to the provisions of NRS 288.150, nothing herein shall be construed to limit the authority of the county to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.*

B. Shift Differential Pay

Shift differential pay is defined as the premium paid to the employee above his/her regular hourly base rate of pay for all hours worked during the shift if 50 percent or more of the regularly schedule shift falls between 1800 hours and 0600 hours. The differential rate shall be 5 percent of the Employee's base pay.

No shift differential pay will be provided during times when the employee is absent from work while taking sick or annual leave, holiday (not worked) leave, or other leave with pay, even though the employee during those times may be assigned to a shift that qualifies for the differential. No shift differential will be paid for standby hours.

1. *An employee not in the Communications series shall receive shift differential pay equaling 5 percent of base pay for all regularly scheduled hours worked on a regularly scheduled shift if 50 percent or more of the regularly scheduled hours fall between 1800 and 0600. No shift differential pay will be provided for overtime worked.*
2. *An employee in the Communications series shall receive differential pay in addition to base pay on all hours worked, including overtime hours worked, in the following manner:*
 - a. *Swing Shift: Employees in the Communications series who work a shift that includes 1800 hours earns differential rate of 3 percent of the employee's base rate of pay for all hours worked, including overtime hours worked, between 1800*

and 0600 hours.

- b. Graveyard Shift: Employees in the Communications series who work a shift in which 50 percent or more of the shift falls between 2400 hours and 0600 hours earn differential rate of 5 percent of the employee's base rate of pay for all hours worked, including overtime hours worked, on that entire shift.*

B. Rest and Meal Periods

Regular employees, *except Communications series employees*, shall receive one 15 minute paid rest period near the midpoint of each half of the workday. No employee shall work more than 4 consecutive hours without either a rest period or a meal period. *Communications series and Virginia City Tourism Commission employees shall be provided short breaks as needed, such as restroom breaks, up to 15 cumulative minutes throughout the first half of the shift (or 6 hours) and 15 cumulative minutes throughout the second half of the shift (or 6 hours); however, the employees shall at all times be responsible to ensure zero disruption/gap to dispatch service, including when s/he is the only person on-shift.* Rest periods may not be delayed to the end of the workday to enable an employee to leave work early.

Employees, *except Communications series employees*, who work more than 4 consecutive hours, including a rest period, shall be given a minimum of 30 minute meal period before beginning the sixth hour of work. Employees, *except Communications series employees*, working an alternate work schedule will take a minimum 30 minute meal period near the midpoint of the workday and a 10 minute rest period per each 3 ½ hours of work. The meal period for employees in the Public Works Department shall be *30 minutes* near the midpoint of the workday. Meal periods will be uninterrupted and unpaid, during which no work is performed.

Meal periods, but not break periods, may be waived if an employee signs a waiver with the department head's approval waiving his/her meal period. Meal period waivers shall apply to each individual employee who signs the waiver. Each employee may individually choose not to sign a meal period waiver, and thus be allowed to take his/her meal period in accordance with this Article. The department head may deny any and all meal period waiver requests. The department head may adjust the employee's schedule to accommodate the meal period waiver, or may be subject to overtime pay requirements.

Work shall be scheduled in a manner which allows employees, *except Communications series employees*, rest periods and meal periods. The *department head*, in a manner which allows maximum public access to county services, shall schedule rest and meal periods. Provided employees receive the rest periods and lunch periods to which they are entitled, schedules and lengths of rest and meal periods may be adjusted from time to time to meet the needs of individual employees and to respond to changes in department workload. All schedules are subject to the approval of the Personnel Director.

Employees working in the Communication series and who have signed a waiver of *lunch* breaks are excluded from this Article as it pertains to meal periods *unless stated otherwise*.

ARTICLE 23. OVERTIME COMPENSATION

Employees shall earn overtime compensation for hours worked in excess of 8 hours in 1 day unless they have a regularly scheduled workweek of 4, 10-hour days, or a variation between 5, 8-hour days (5/8s) and 4, 10-hour days (4/10s). However, if employees sign and are approved by the Personnel Director for a variable workweek as allowed by NRS 281.100, employees will earn overtime compensation only for hours worked in excess of 40 in the workweek (see also Article 22 Hours of Work). If a variable workweek agreement has not been signed by the employees and approved by the Personnel Director, daily overtime compensation will be paid.

Overtime will be earned in increments of one-quarter (1/4) hours of time worked. Overtime shall be paid for hours worked, except as provided by under *call back pay*.

All overtime hours must be authorized in advance by the department head. Overtime will be compensated at the overtime regular rate of pay. The regular rate of pay includes all monetary payments made to the employee, including shift differential, hazardous duty, incentive, and longevity pay.

Annual leave, sick leave, and worked/unworked holidays in Articles 26 Vacation/Annual Leave and 33 Holiday Pay, respectively, are included as time worked.

Overtime work shall be offered to eligible and qualified employees in the classification involved, in order of their seniority. If *an* employee declines the offer of overtime work, such overtime work shall be offered to the next employee *in the classification involved, in descending* order of seniority. Such rotation shall be on a continuous basis; that is, the employee next in line of seniority to the employee who was offered the immediately preceding period of overtime work shall be first offered the current overtime work.

Alternatively, overtime may be compensated at the rate of 1.5 hours of compensatory-time-off ("comp-time") for each hour of overtime worked. Employees may not accrue more than 60 hours of comp-time per calendar year. Comp-time balance shall be paid-out at the rate it was earned as a check payment on the first payroll period in December of each year. The employee must give at least 14 days of notice to the department head before taking time off work. Time taken off from work is subject to approval of the department head.

If an employee on or before October 15 requests comp-time leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for the comp-time accrued in accordance with the previous paragraph. If at any time the denial of the requested annual leave is reversed and the employee is allowed to take the accrued comp-time off between October 15 and December 31, the employee shall not receive the payment described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.

ARTICLE 24. CALL BACK

When required, the department head may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to the work site for duty after the employee has completed his/her shift, departed from the work site, and is off duty for a period of time, and then is required to return to the work site with less than 12 hours of notice, except for any employee who is called into work while on standby status.

Any employee who is required to return to work by *the department head* in accordance with NRS 286 shall receive a minimum of 2 hours pay at *overtime regular rate of pay*. Time worked in addition to the initial 2 hours shall be compensated at *overtime regular rate of pay* for all time actually worked. *Call back pay shall only be paid for hours worked outside of the employee's regularly scheduled shift. An employee's regularly scheduled shift shall not be changed to accommodate a call back. Call back will be reported to PERS in accordance with the Official Policies of PERS.*

Note: Overtime will be compensated at the overtime regular rate of pay. The regular rate of pay includes all monetary payments made to the employee, including shift differential, hazardous duty, incentive, and longevity pay.

ARTICLE 25. STANDBY

Due to staff limitations, it may be necessary for the department head to issue written assignments to employees to be on standby, to handle overtime work which may arise during other than normal working hours. Standby is defined as time by which an employee is required, as demonstrated in-writing or corresponding documentation, to be prepared to accept notice to return to work via telephone, electronic device, or other means, and remain within 40 minutes of drive time to the work site.

Standby status for employees may only be approved by the department head of the Communications Department, Building Department, Planning Department, and Public Works Department. All other employee standby status requires prior approval of the County Manager or Personnel Director.

An Employee *shall* receive of \$2.00 for every hour s/he is in standby status or \$3.00 for every hour s/he is in standby status on a holiday.

When an employee *commences performance* of his/her regular duties after receiving notice to *return to* work, s/he ceases to be on standby status and qualifies for straight-time or overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to standby status for the remainder of the time s/he is directed to be available to work *as described in the first paragraph of this Article.*

An employee in standby status is required to abide by any and all applicable laws, statutes, ordinances, rules, regulations, policies, and procedures governing on-duty conduct.

ARTICLE 26. VACATION (ANNUAL LEAVE)

1. Annual Leave Accrual

- a. *All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued annual leave time off after 6 months of employment. The eligible employees will be credited with an equivalent of 6 months of earned annual leave at the appropriate accrual rate at the end of 6 months of employment. Exceptions to this section are included in Article 40 Layoffs and Recall. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.*

- b. Regular employees continually scheduled to work an average of 20 hours or more per week will accrue annual leave.*
- c. Employees do not accrue annual leave for overtime hours worked.*
- d. Regular part-time employees will accrue annual leave on a pro-rated basis.*
- e. Accrual of annual leave for eligible employees is as follows:*
 - Date of hire to 5 years = 0.0577 per hour on paid status*
 - Following 5 years of employment = 0.0769 per hour on paid status*

Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for every regularly scheduled hour worked on paid leave. Annual leave is not accrued for any other hours. Annual leave is accumulated to the employee on a biweekly basis coinciding with pay periods.

- f. Annual leave credits are accrued for each pay period the employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Annual leave is not accrued during leave of absence without pay. No employee may accrue more than 240 hours of annual leave in a calendar year.*

Annual Leave Use and Payout

- a. Annual leave hours taken are subject to staffing requirements. An employee will be paid at his/her regular hourly rate for each hour of annual leave time taken. Annual leave taken during a biweekly period is charged before annual leave earned during that pay period is credited.*
- b. Holidays as defined by Article 33 Holiday Pay occurring within the annual leave period will not be counted against annual leave hours. An employee becoming ill while on annual leave will have leave charged to accrued sick leave upon request and upon presentation of proper documentation.*
- c. Annual leave preferences will be granted in order of seniority. For purposes of this section, seniority is determined by Article 39 Seniority.*
- d. Employees shall request annual leave by providing a minimum of 14 calendar days of notice to the department head. An exception to this 14 day requirement may be granted by the department head after considering the circumstances that warrant such exception and the convenience and conventionality of the department.*
- e. If an employee on or before October 15 requests annual leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for any annual leave accrued in excess of 240 hours that s/he requested to take and which s/he would otherwise forfeit as the result of the denial of his/her request. The payment for the employee's unused annual leave is capped at 60 hours per calendar year and must be made to him/her no later than January 31 of the following year. If at any time the denial of this requested annual leave is*

reversed and the employee is allowed to take the annual leave time off between October 15 and December 31, the employee shall not receive the payment for annual leave in excess of 240 hours described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.

- f. An employee becoming ill while on annual leave shall have leave taken while ill charged to sick leave upon request and upon presentation of proper documentation.*

Annual Leave Compensation at and After Termination

- a. Employees voluntarily separated from employment shall lose all rights for computing prior service upon re-employment by the employer.*
- b. Upon termination from employment, other than for cause, the employee shall be compensated at their base hourly rate for the total number of annual leave hours accrued (up to 240 hours).*

ARTICLE 27. SICK LEAVE & BEREAVEMENT LEAVE

A. Accrual and Use of Sick Leave

1. Accrual of Sick Leave

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 sick leave account.

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees will accrue sick leave at the rate of 0.0577 hours per each regularly scheduled hour worked or on paid status. Sick leave is not accrued for any other hours.*
- b. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued sick leave time off after 60 days of employment. The eligible employees will be credited with the equivalent of 60 days of earned sick leave at the appropriate accrued rate at the end of 60 days of employment. Exceptions to this section in Article 40 Layoffs and Recall after Layoff apply. Other exceptions may be made under extenuating circumstances with approval of the department head and the Personnel Director.*
- c. Sick leave hours are earned and credited to the employee on a biweekly basis, coinciding with pay periods.*
- d. Sick leave shall be charged on the basis of actual time used to the nearest one-quarter (1/4) hours.*
- e. Unused sick leave will be credited to the employee's sick leave balance to a maximum accrual of 960 hours. Sick leave accrual will cease when the employee's total year-end (calendar year) balance reaches 960 hours, until the balance falls below 960 hours.*

- f. Holidays occurring during sick leave periods shall be counted as holidays, not sick leave.*

2. Use of Sick Leave

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

- a. His/her own physical illness or injury;*
- b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements;*
- c. The need to care for an ill or injured dependent child, spouse or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support;*
- d. Medical or dental appointments for the employee, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;*
- e. Any disability, including disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth;*
- f. Death of the employee's spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependents; however, the automatic granting of sick leave for this situation shall be limited to five working days, which may be extended upon the recommendation of the department head and approval of the Personnel Director.*

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

No employee may be entitled to sick leave while absent from duty because of disability arising from an injury purposely caused by willful or gross negligent misconduct.

3. Abuse of sick leave

Use of sick leave for purposes other than those listed in this Article is considered abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination. If the employer suspects abuse, it may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

4. 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 his/her accumulated sick leave provided that the employee furnishes the employer with a certificate issued by the licensed physician or health practitioner providing treatment.

5. Placing an employee on Sick Leave

An employer may place an employee on sick leave 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.

6. Return to work

An employee on sick leave shall notify the 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.

- a. The Personnel Director may require a statement from a licensed physician or health practitioner certifying the employee's fitness to return to work (fit-for-duty) when an employee has been absent from work for three contiguous work days or longer.*
- b. An employee requesting sick leave lasting longer than three contiguous work days may be required to provide the department head with acceptable evidence to substantiate the request.*

7. Sick Leave alternative

If an employee does not have adequate accrued sick leave time, the employee may be granted the use of annual leave or other accrued leave time for this purpose. In no case, however, may sick leave time be used or granted for use as annual leave or vacation time.

8. Donation of accrued Sick Leave

Employees may donate their accrued sick leave to those employees that do not have adequate accrued sick leave as provided for in Article 28 Catastrophic Sick Leave.

9. Sick Leave at separation

Upon termination of employment, other than for just cause, an employee who has accrued a minimum of 360 hours of sick leave shall be compensated for his/her total accrued sick leave hours at the rates shown in the following table up to a maximum amount of \$5,000.00.

<i>Years of service</i>	<i>Rate of Pay</i>
<i>5 but less than 10</i>	<i>12.5 cents on the dollar</i>
<i>10 but less than 15</i>	<i>25 cents on the dollar</i>
<i>15 but less than 20</i>	<i>40 cents on the dollar</i>
<i>20 + years</i>	<i>50 cents on the dollar</i>

B. Procedure

1. Leave Approval

An employee shall submit a request for leave to the department head as soon as the need is known. The department head shall determine whether to approve the use of accrued sick 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 15 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 requests which are not in compliance with this agreement.

3. Doctor'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 (fit-for-duty). A physician's statement is required when specifically requested by the supervisor or department head and may be required when the employee has been on sick leave for three or more days in a 30 day period.

4. FMLA Leave

FMLA leave is not considered sick leave. Refer to Policy 605 for all qualified leave under the Family and Medical Leave Act (FMLA).

5. Bereavement Leave

Bereavement leave shall be granted to any regular full-time or regular part-time employee who must be absent from work upon the death of and/or to attend the funeral of a family member within the third degree of consanguinity or affinity, up to a maximum of 3 scheduled shifts of bereavement leave per each occurrence, and shall not be charged to the employee's accumulated sick leave or other accrued leave. Bereavement leave in excess of 3 scheduled shifts may be charged to accumulated sick leave upon the recommendation of the department head and Personnel Director. The employee may use annual leave after accrued sick leave is exhausted.

ARTICLE 28. CATASTROPHIC SICK LEAVE

1. Key Definitions

- a. "Catastrophe" means the employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or *injury which is life threatening, which requires in-patient care at a medical facility, or which renders an employee bedridden at home in lengthy convalescence. The illness or injury cannot be a result of the employee's gross criminal conduct.*
- b. "Bedridden" means limiting an individual's ambulatory state to home allowing attention to in-home personal care needs, attend physicians' appointments, and receiving necessary medical treatment related to their catastrophic illness.

- c. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.
- d. "Lengthy Convalescence" means a period of disability which the attending physician determines will exceed six (6) weeks.

2. Request for Catastrophic Leave

- a. Catastrophic Leave may not be used when the subject of the catastrophe is a member of the employee's family. Catastrophic leave is limited to catastrophes which befall the employee.
- b. An employee may not receive any leave from the Catastrophic Leave account until s/he has used all his/her accrued annual, sick, and other paid leave.
- c. An employee who is himself/herself affected by a catastrophe as defined in subsection (1) may request in writing that a specified number of hours of catastrophic leave be granted.
- d. The request form will be made available at the *Human Resources office* and must be completed by the employee, except in cases where an employee is unable to do so.
- e. The maximum number of hours that may be granted to an employee shall be four hundred and eighty (480) hours per rolling calendar year. Any requests for an exception to this limit must be reviewed and approved by the County Manager, the Personnel Director, and the Union President if the employee is a represented member of the Union.
- f. An employee may not receive any hours from the catastrophic leave account until s/he has worked for the County for at least two (2) years and has made the minimum annual contribution to the catastrophic leave account.
- g. An employee who fails to qualify for catastrophic leave pursuant to the requirements set forth in subsection (f) above may receive Catastrophic Leave if eligible Employees independently contribute a designated number of hours in eight (8) hour increments to the non-qualifying Employee's specific Catastrophic event. The receipt of such Catastrophic Leave shall be subject to the remaining requirements set forth in this Article.
- h. An employee who receives donated hours is entitled to payment for the leave at a rate no greater than his/her own rate of pay.
- i. A request for catastrophic leave, inclusive of exceptions to the aforementioned, must be approved by the personnel director and the union president if the employee is a represented member of the union.

3. The minimum annual contribution to the catastrophic leave account shall be eight (8)

hours per rolling calendar year. An employee must have a combined balance of at least two hundred and forty (240) hours of sick and annual leave on the books to contribute to the account.

4. Any hours of annual or sick leave that have been transferred from an employee's account to the catastrophic leave account may not be returned or restored to that employee. This section does not prevent the employee from receiving leave pursuant to section (2) of this Article.
5. All employees of the county who are eligible to use sick leave, whether or not the positions they occupy are part of the Storey County Employee's Association, AFSCME, may use the leave from the catastrophic leave account and/or donate to this account, subject to the remaining requirements set forth in this Article, unless such employees are covered by another bargaining unit's collective bargaining agreement.
6. Annual and sick leave will be transferred at the rate of one (1) hour for one (1) hour credit donated consistent with the provisions of NRS 245. Donated time will be converted to a dollar amount based upon the donating employee's current base hourly rate of pay. When an employee is granted use of catastrophic leave, employee's current base hourly rate of pay by the total number of hours granted.
7. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used:
 - a. The personnel director or his/her designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists, based on appropriate medical documentation.
 - b. The personnel director or his/her designee shall not grant any hours of leave from the catastrophic leave account after the catastrophe ceases to exist, or the employee who is receiving the leave resigns or his/her employment with the county is terminated.
 - c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.
8. *Maintenance of Records on Catastrophic Leave.* Records will be maintained by the Payroll Department under the direction of the Comptroller. The Union may request in writing information concerning the use of the catastrophic leave account provided that any request for medical information be accompanied by a written release signed by the affected employee(s).
9. *Substantiation of Catastrophe.* The Personnel Director or his/her designee may require written substantiation of the catastrophe and expected duration by a physician of his/her choosing. *The* physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the employer. Visits to *the* physician shall be on county time.

ARTICLE 29. LEAVES OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of Employees when other forms of allowable absence are not available.

1. In all cases, the County's Family and Medical Leave Act (FMLA) shall apply as a minimum, if applicable.
2. Leaves of Absence with pay may be granted for medical purposes. Use of accrued Sick Leave (Leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) days duration, it becomes a Medical Leave of Absence and must meet criteria for Leave of Absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a Medical Leave without pay.
3. The *department head*, for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons, may grant a Leave of Absence without pay. Policies regarding each are as follows:
 - a. Medical Leaves of Absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability Leaves of Absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of one hundred and eighty (180) calendar days.
4. Personal Leaves of Absence without pay for purposes other than medical/disability may be granted at the discretion of the *department head*, and are subject to approval by the Personnel Director.
 - a. An Employee who requests a Leave of Absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid Leave of Absence of more than 5 work days. An Employee who requests a Leave of Absence for personal emergency or similar purposes is not required to exhaust Vacation time prior to the Leave. Whether the reason for the Leave of Absence requires prior use of accrued Vacation shall be at the discretion of the *department head*. However, in all cases where a Leave in excess of 90 calendar days is requested, Vacation accrual must first be exhausted.
 - b. Personal Leaves of Absence without pay may be granted for a maximum of 6 months.
5. Effect of Leave of Absence without Pay on Employee Benefits.
 - a. Time spent on an unpaid Leave of Absence of over 30 calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.

- b. An Employee on an unpaid Leave of Absence of over **30** calendar days will not accrue Vacation or Sick Leave during the Leave of Absence.
 - c. An Employee on an unpaid Leave of Absence of over **30** calendar days shall not be entitled to receive Employer-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.
 - d. Upon notifying the Employer of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
 - e. Upon return from any unpaid Leave of Absence **over 30** calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.
6. Procedures and Responsibilities.
- a. Employees seeking Leave of Absence are required to:
 - 1. Notify the **department head** in-writing as far as possible in advance of the need for a Leave of Absence.
 - 2. Obtain and complete an Absence Request form and submit it for approval to the **department head**.
 - 3. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc., if applicable.
 - 4. If approved during the Leave, maintain contact with the **department head** regarding prognosis and/or possible return date. Notify **the department head** at earliest possible date of intended date of return.
 - 5. If an extension of Leave of Absence becomes necessary, a written request must be submitted to the **department head** prior to the expiration of the Leave of Absence.
 - b. The department **head** will review the absence request and forward it to the Personnel Director for approval.
 - 1. The **department head** will review and act upon a request for Leave of Absence in consideration of the following factors:
 - a. The purpose for which the Leave is requested;
 - b. The length of time the Employee will be away; and
 - c. The effect that Leave will have on the ability of the department to carry out its responsibilities.

2. The *department head* will ensure that a properly coded time sheet is submitted biweekly to the payroll department during the duration of the approved Leave.
3. The *department head* may approve up to **24** hours of Leave to an Employee for emergency Leave, without loss of any accrued time.

ARTICLE 30. SERVICE CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the county's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. *In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the county which would cause the total amount received by the employee from the service-connected disability and the county to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the county.*
2. *It is the intent of the county to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the County Treasurer.*
3. *If an employee who is entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the county as provided by NRS 281.390. If the employee is receiving no compensation for time missed from work through the workers' compensation program, the employee must use leave benefits to fully account for any absence.*
4. *When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work through the workers' compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the employee's sick and annual leave, provided that the employee has so elected to use his/her annual leave as sick leave, the employee's compensation will be limited to that provided by NRS 616 or 617 and the employee will be placed in a leave without pay status. However, through written justification to the Personnel Director, exceptions to this Article may be approved by the county manager.*
5. *As a result of a licensed physician's evaluation and prognosis, it appears that the*

employee will not return to his/her regular county job within a 12-month period, the county may require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 45 Grievance Procedures.

ARTICLE 31. LEAVE FOR CIVIC DUTIES

Temporary Leave at full salary will be provided to each employee for jury duty, court appearances, *and* administrative proceedings arising out of the employee's employment, selective service examinations, and voting. Leave may be granted for court appearances or administrative proceedings, not related to employment, in which the employee is a party or a witness.

Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment and which appearances occur outside his/her regularly scheduled shift shall be paid one and one-half (1.5) his/her regular rate of pay for the time spent at such appearances.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of such appearance and pay such fees, except mileage, to the County Treasurer within 5 working days of receipt, to be deposited by the applicable fund of the county.

No civil case shall be covered by this Article in which the employee has an interest.

In accordance with NRS 6.190, a person summoned to appear for jury duty, the employer and employee, agent or offer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:

- 1. Require the person to use sick or annual leave; or*
- 2. Require the person to work:*
 - a. Within 8 hours before the time at which the person is to appear to jury duty; or*
 - b. If the person's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.*

ARTICLE 32. MILITARY LEAVE

Any employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive their regular pay from the county as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act of 1994. Employees may choose to use annual leave and compensatory time before taking leave without pay. The employer cannot require that *annual leave* or other personal leave be used.

Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. The Employer must count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave, and to determine the rate of pay if the rate is based on seniority. Employees do not have to be allowed

to accrue Annual and Sick Leave while on Military Leave, unless other Employees are allowed to do so.

ARTICLE 33. HOLIDAY PAY

1. *For the purposes of this Article, holiday pay shall be defined as a premium paid to eligible employees related to holidays in accordance with NRS 236:*

New Year's Day (January 1st)

Martin Luther King's Day (Third Monday in January)

President's Day (Third Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (First Monday in September)

Nevada Day (Last Friday in October)

Veterans Day (November 11th)

Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving (Friday following the Fourth Thursday in November)

Christmas Day (December 25th)

Any day that may be appointed by the President of the United States for public fast, Thanksgiving, or as a legal observed holiday, except Columbus Day.

- a. If a holiday falls on a Saturday, the preceding Friday becomes the observed holiday.
- b. If a holiday falls on a Sunday, the following Monday becomes the observed holiday.

One floating holiday per calendar year to be pre-approved by the *department head*.

2. *Holiday compensation for days worked.*

Each regular full-time employee shall receive holiday compensation. The holiday compensation shall be equivalent to the employee's regularly scheduled shift – *8, 10, or variation between 8- and 10-hour shifts*. If the employee is scheduled for *3, 12 hour shifts followed by 1, 4 hour shift during the regular workweek*, the holiday compensation will be 12 hours. *(See Articles 22 Hours Worked and 23 Overtime Compensation for explanation of allowed shifts and required overtime compensation.)*

- a. *Holidays worked during regular shift. An employee required to work his/her regularly scheduled shift during a recognized holiday shall receive their regular pay PLUS additional payment of holiday compensation computed at 1.5 the base-rate for the regularly scheduled shift, the combined total being 2.5 compensation.*
- b. *Holidays worked while on overtime. An employee required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of regular rate of pay for the overtime worked pursuant to Article 23 Overtime*

Compensation, PLUS holiday pay at 1.0 times the base rate, the combined total being 2.5 compensation.

- c. Employees in the Communications series and VCTC shall receive holiday pay and/or overtime holiday pay, as applicable, for hours worked on a holiday, regardless of the day of the week the holiday falls.***

3. Holiday compensation for days not worked.

- a. Employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one (1) regularly scheduled shift.***
- b. Except for employees in the communications series and the Virginia City Tourism Commission (VCTC), if an employee's regularly scheduled day off falls on a holiday or observed holiday, the employee will be granted 1 shift off with pay during the workweek of the holiday. The day of that workweek to be taken off is subject to scheduling and upon mutual agreement of the employee and the department head.***
- c. If the regularly scheduled day off of a communications series and Virginia City Tourism Commission (VCTC) employee falls on a holiday, the employee may elect to take 1 regularly scheduled shift off in lieu of holiday pay within 30 days following the holiday as mutually agreed between the employee and department head. If the employee does not take the day off from work within this period of time, s/he will receive holiday pay at the next following payroll period.***

- 4. Compensation for regular part-time employees.*** Regular part-time employees shall receive holiday compensation ***as provided in this Article*** based on their regularly scheduled shift.
- 5. Pay status.*** In order to receive holiday compensation, an employee must be in pay status immediately before and after the holiday.
- 6. Holiday bank time pursuant to subsection 3 of this Article will be paid to an employee upon separation for any reason except for a reduction in force with less than two weeks of notice.***

ARTICLE 34. LONGEVITY

An employee who has completed three (3) or more full consecutive years of uninterrupted regular employment with the county prior to July 1, 1997, shall receive longevity payment. The payment shall be an amount equal to one percent (1%) of the employee's current base rate of pay; base pay in this area of the contract is recognized as a 40-hour workweek for the Public Works Series employee, and 35-hour workweek for the Administrative Series employee, even if the employee works a 40-hour workweek, for each full year of uninterrupted service, subject to the terms and conditions set forth in the county's personnel policies, compensation plan, ***Policy 505 Longevity Pay***. Payment shall be paid biweekly based on the current base rate of pay.

At the beginning of any fiscal year in which the number of employees receiving lump sum longevity pay becomes two (2) or less, the receipt of lump sum longevity pay ceases to exist and any remaining eligible employee shall be placed on an adjusted biweekly salary schedule. As of July 1st, 2010, all employees qualified to receive longevity are on an adjusted biweekly salary schedule.

In the event that the county alters or amends the terms, conditions, method and/or calculations of the payment of longevity pay currently set forth in its personnel policies, compensation plan, ***Policy 505 Longevity Pay***, under which eligible non-bargaining unit employees participate, eligible bargaining unit employees covered by this Article shall be afforded the same opportunity to participate on the same basis as non-bargaining unit employees. Elected Officials longevity is subject to NRS 245.044, except the Justice of the Peace whose longevity is provided through county ordinance and resolution.

ARTICLE 35. BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence **60** days after hire, and to the first day of the next month.
2. The employer agrees to pay **100 percent** of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for regular full-time employees. The employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for regular part-time employees working ***an average of*** at least **20** hours but less than **40** hours per workweek hired on or after July 1, 2005.
3. Employer agrees to pay \$30,000 ***in Life and Accidental Death and Dismemberment (AD&D)*** of ***for the*** employee for the term of this agreement.
4. For employees hired before July 1, 2014, the employer agrees to pay **100 percent** of the monthly premiums for health insurance for the employee's dependents (up to age 26) and **100 percent** for the employee's spouse who is not eligible for any other health insurance coverage on the same or greater percentage basis as that provided to the employee by Storey County. Effective May 1, 2012, if the employee's spouse is eligible for any other health insurance coverage, the employee may choose to cover his/her spouse on employer's plan for a charge equal to **50** percent of the cost of the spouse's coverage.
 - a. Each employee shall provide on a county-***provided*** affidavit to the Personnel Office annual certification stating whether his/her spouses is eligible for any other health insurance coverage.
5. For newly hired employees hired on or after July 1, 2014, spouses and dependents are not eligible for employer contributions toward health insurance coverage.
 - a. For the purposes of this Article, "newly hired" employees shall not include: any employee continuously employed by the county in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions), whose position becomes, or who moves to a position that is or becomes, eligible for health insurance

benefits; any employee who has had a break in service of no more than 18 months for any reason.

6. *In the event that the bargaining unit of the Storey County Fire Protection District, the Storey County Sheriff's Office, and/or any other collective bargaining unit recognized by the employer, negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the union under this agreement may negotiate this Article.*
7. Employee may opt out of employer-paid health insurance coverage and accordingly may receive **50 percent** of the premium that the employer would have paid for employee only **coverage**. Premium percentage will be paid to the employee via payroll once per month and may be considered taxable income. **Employee** opt-out may only be done once per year during the open-enrollment period.
8. The employer shall allow one representative from the union to communicate with the employer and participate in a representative advisory role with the employer in decision making pertaining to changes to employee health benefits, including medical, dental, and vision.
9. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate

ARTICLE 36. RETIREMENT

1. *Retirement contributions.* The Employer will pay retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of NRS Chapter 286 in respect to "Early Retirement."
2. *Health insurance subsidy.* *The employer shall offer retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the employer regardless of the insurance provider elected by the retiree to provide coverage. However, the employer's responsibility for payment shall be capped at the amount that the employer would be required to pay if the retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP).*

Retirees not electing coverage with the insurance provider designated under the Public Employees' Benefits Program (**PEBP**) shall be responsible for the payment of any excess difference in cost for the coverage elected.

ARTICLE 37. PAY & EXPENSES FOR EDUCATION, TRAINING, AND LICENSING

The following apply to expenses and reimbursements paid by the employer for education, training, certifications, and licenses related to the job.

1. Required Education.

Training and education which is required for the employee to maintain his/her

licenses, certifications, credentials, and qualifications for his/her current job classification, and/or which are necessary to advance through his/her current job-classification series shall be paid for by the employer and shall not be subject to the following subsections of this Article. All training and education shall be subject to approval of the department head. Expenses paid by the employer shall include textbooks and other materials required for the training and education. The employee shall receive the regular rate of pay during training and education which takes place during the 40-hour workweek period and otherwise as required by the federal Fair Labor Standards Act (FLSA).

2. Discretionary Education.

Upon mutual agreement of the employee and employer, the employee, subject to prior approval of the department head and the Personnel Director, may pursue additional education benefits under this agreement. All mutual agreements that contain compensation and reimbursements must be in-writing. The following shall apply:

- a. The training must be related to the required skill or education for the employee's current position or to a logical career path with the employer.
- b. Only a regular full-time employee is eligible for reimbursement for course work after successful completion of the probationary period. Further eligibility may be determined by the department head and the Personnel Director.
- c. The employer may provide up to three thousand dollars (\$3,000) education assistance to the employee for each fiscal year. There will be no reimbursement if the costs are assumed by any other institution, scholarship, or grant-in-aid. The employee is responsible for providing proof that s/he completed the course with a minimum grade of "B" eighty percent (80%). If the course is of a nature such that no grade is given (i.e., pass or fail), the employee must provide to the employer a certificate of completion or other official documentation showing satisfactory passage of the course.
- d. Education assistance shall include tuition, course fees, and required textbooks. Other items such as required calculators and lab tools may also be reimbursed in accordance with this section when approved by the department head. While courses *must* normally be taken on the employee's own personal time, exceptions may be granted by the department head when the employee's absence from work will cause no adverse impacts to his/her duties and other employees in the workplace. The decision of the department head shall be subject to approval by the Personnel Director and County Manager.
- e. Employees who do not complete the course with a notice of "satisfactory", or grade of "B" eighty percent (80%) or better must reimburse the Employer for the full amount of the assistance provided.
- f. Employees who voluntarily terminate their employment with the employer will be required to pay back the employer for all *discretionary* education assistance

under this subsection exceeding one thousand dollars (\$1,000) provided by the employer within the past five (5) years of employment. The amount owed will be deducted from funds owed to the employee for sick leave and other extra pay reimbursement at termination. Funds owed will not be deducted from remaining payroll funds owed to the employee. If there are insufficient funds to cover the required reimbursement, the employee will be required to pay the employer the remaining amount owed within thirty (30) days of the date of termination.

- g. Each Employee requesting *education* assistance shall complete and sign an Education Reimbursement Agreement that complies with the provisions of this Article.
- h. If mutually agreed upon between the Employee, Department Head, Personnel Director, and the County Manager, additional Education assistance may be provided.

ARTICLE 38. UNIFORM ALLOWANCE.

1. The Employer shall reimburse Employees the cost of required uniform clothing. This shall include, but not be limited to, required shirts, jackets, and other clothing containing County logos, insignias, related lettering, etc. The cost for reimbursement shall be borne by the Department requiring the purchase or wearing of uniform clothing. Reimbursement shall be subject to receipts or other proof of purchase documentation.
2. The Employer will furnish such protective devices as goggles, safety shoes/boots, rubber boots and gloves, and all other equipment necessary to protect Employees from industrial injury and health hazards. The Employer will replace all protective devices on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated. All Safety equipment will conform to all current safety standards such as, but not limited to, OSHA, MSHA, etc.
3. The Employer shall provide all Regular Full-Time Employees in classified positions in Public Works roads, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) annually. This allowance shall be paid in 2 equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year; OR, upon agreement between the Employee and *the department head*, the Employee may elect to be reimbursed up to a maximum of four hundred dollars (\$400.00) annually with provided receipts and prior agreement between him/her and the Supervisor.
4. Where steel-toed or safety footwear is required for County duty, including requirements by OSHA or MSHA, the Employer will provide a footwear allowance to the Employee of up to one hundred fifty dollars (\$150.00) every 2 years based upon receipts or other documentation to reimburse the Employee for the difference in price between steel-toed equipment and footwear and similar acceptable footwear without steel-toe protection. The 2 year period will be calculated from the date of the Employee last received a footwear reimbursement of the full one hundred and fifty dollars (\$150.00) or received that amount cumulatively; provided that the Employee will receive up to the full

reimbursement at any time his/her steel-toed or safety footwear is damaged by work-related duty so as to render the footwear unserviceable (excluding normal wear and tear as determined by the Department Head). The Department Head shall identify the positions which are eligible for reimbursement. Footwear purchased under this Section must comply with applicable safety standards established by the County or with OSHA or MSHA standards.

5. Upon approval by the *department head*, the Employer shall reimburse a Regular Full-Time Employee in a classified position in Public Works roads, water, or sewer, for the costs of repairing or replacing watches or prescription eye glasses/contact lenses which are lost, damaged, or stolen while the Employee is in the performance of his/her duties, provided that there is notification to the *department head* within 7 business days. Reimbursement amounts shall be limited to the actual replacement value for prescription eyewear, and fifty dollars (\$50.00) per claim for watches. An Employee may only make a claim up to one hundred seventy five dollars (\$175.00) for each fiscal year.

ARTICLE 39. SENIORITY

1. *County Seniority*. County seniority shall be calculated on the basis of calendar days of continuous service since the date of hire for Employees hired on or before June 30, 2005. County seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of hire for Employees hired on or after July 1, 2005.
2. *Job classification seniority*. Job classification seniority shall be calculated *on* the basis of calendar days of continuous service since the date of appointment to the job classification for Employees hired on or before June 30, 2005. Job classification seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of appointment to the job classification for Employees hired on or after July 1, 2005.
3. *Break in service*. Occurs when an Employee resigns, is discharged for cause or retires. However, County seniority accrued prior to layoff shall be continued upon recall and reemployment. Job classification seniority may be continued provided the Employee is rehired into the same job classification. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into County service. Approved Leaves of Absence shall not be considered as breaks in service.

ARTICLE 40. LAYOFF & RECALL AFTER LAYOFF

The employer shall determine the department that will be affected by layoff. The employer shall determine reductions in staff levels that will have the least detrimental effect on department operations and will specify layoffs accordingly. County seniority will be the determining factor when identifying which employee(s) are to be laid-off.

Layoff

1. *Notice to Union*. Whenever it is determined that a layoff of employee(s) may occur because of lack of work or funds, the Personnel *Director* shall give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length

of the layoff period, to the union at least 7 calendar days prior to the effective date of notification to employees.

2. *Notice to Employee(s)*. Employees to be laid-off shall be given written notice of such layoff at least 30 calendar days prior to the effective date.
3. *Sequence of layoff*. Within the job classification(s) selected for layoff within the departments, the following sequence of layoff shall occur:
 - a. Temporary and probationary employees within the job classification selected for layoff shall be laid-off first.
 - b. Thereafter, the employee(s) with the least county seniority in the job classification(s) selected for layoff shall be laid off next.
 - c. Regular employees shall be laid-off only after those layoffs within subsection (a) of this subsection have been exhausted.
4. Bumping rights shall be exercised in the following sequence of steps:
 - a. The employee may replace an employee in the same job classification, in another department, if the employee has more county seniority than the employee to be displaced.
 - b. If the employee is unable to exercise bumping rights at step (a), the employee may replace an employee in a lower job classification within the same job series in the same department, if the employee has more county seniority than the employee to be displaced.
 - c. If the employee is unable to exercise bumping rights at step (b), the employee may replace an employee in a lower job classification within another job series in the same or other department, if s/he has more county seniority than the employee to be displaced and meets the minimum qualifications for the other position.
 - i. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped and the step closest to the bumping employee's existing salary at the time of the layoff.
 - ii. Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within 7 calendar days of notification.
 - iii. Whenever it is determined that a layoff of employees shall occur, the employer agrees to supply current county seniority lists and job classification seniority lists to the union *president* for the jobs being affected.

Recall After Layoff

1. The name of an employee who has been laid-off shall be placed on the re-employment list and shall be recalled in the inverse order in which the employee was laid-off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the employee is qualified and no new employee will be hired until all qualified employees on layoff status desiring to return to work shall have been offered the position. The employee must provide the employer with any address change while waiting for recall.
2. Notice of recall will be made in-writing by certified mail to the employee's address of record.
3. An employee who is sent notice of recall must respond within 10 working days of the receipt of the notice of recall.
4. An employee recalled to his former or equated job classification must report for reemployment on the date established by the *department head* or be considered to have abandoned his recall rights so long as said date is beyond 10 working days from the date of receipt of the notice of recall.
5. An employee recalled to a job classification with a lower rate *of pay* than his/*her* previous job classification may refuse such position and remain eligible for recalled. In the event that an employee accepts such a position, the employee's name will be removed from the reemployment list.
6. An employee on layoff accrues no additional sick leave or annual leave. When an employee is recalled from layoff and re-employed, s/he is considered to have continuous service credit for computation of future earned annual leave. Sick leave will be reinstated in an amount equal to that as of the date of employee's layoff provided; however, sick leave will not be reinstated if the employee has been previously compensated for accrued, unused leave upon layoff, unless the employee fully reimburses *the* employer for *the* buy-out.
7. Employees on a re-employment list shall retain eligibility for recall for a period of 18 months from the date their name was placed on the list.
8. Upon returning to his/her original job classification, an employee shall retain his/her accrued time for merit increase and longevity if rehired within 18 months.

ARTICLE 41. FILLING OF VACANCIES

All vacancies and/or promotional vacancies shall be filled by candidates who meet the minimum requirements of the position, as established by the Employer prior to the opening.

Notice of all vacancies and/or promotional vacancies within the bargaining unit shall be given to all Employees of the County by posting such notice on bulletin boards and via email and/or fax within the County departments for a period of not less than 15 calendar days prior to the last date

for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information:

1. Title and job description of the position;
2. All eligibility requirements including education, employment, training or experience criteria, and whether equivalent factors will be recognized;
3. Whether preference or priority will be given to County Employees;
4. Whether County or other seniority or length of service will be considered a factor, and if so, what weight will be given to such consideration in measuring or rating applicants;
5. Whether there will be competitive testing, and if so, the date, time and place of the test; the nature and scope of the test subject matter, and any reference material or sources upon which the test is based.
6. Whether the test will consist of written, oral and or physical demonstration components.

ARTICLE 42. INVOLUNTARY TRANSFERS

No Employee may be transferred for purposes of harassment or discipline. An Employee who believes s/he has been transferred for the purpose of harassment or discipline may file a grievance in accordance with Article *45 Grievance Procedure* of this Agreement.

ARTICLE 43. PERSONNEL RECORDS

The Employer will maintain a personnel file on each Employee. The Employer shall maintain only one set of files on each Employee; the personnel office shall maintain said files. Any Employee has the right to review his/her personnel file upon request to the Personnel Office. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file. However, an Employee may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the personnel office, which form shall be developed by the Personnel Office. Except as provided above, only those people working in the Personnel Office, and the *department head*, shall have access to an Employee's files. In addition, the Employer's authorized attorney(s) shall have the right to access an Employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.

Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for denial shall be provided to the Employee in writing.

Any materials placed in an Employee's file shall be copied to the Employee. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.

Any Employee under this policy, upon reviewing his/her personnel file who finds inaccurate or misleading material, may prepare and present to the *department head* and Personnel Director a clarifying statement pertaining to the document in question requesting removal of said document

from his/her personnel file. Consultation with and approval from the *department head* or Personnel Director is required prior to any action to remove material from a personnel file.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. No information from any Employee personnel file may be given to a business without written permission of the Employee.

Any person accessing an Employee's file shall sign a file entry roster unless the access is the normal day-today access made by Employees working in the personnel office.

ARTICLE 44. DISCIPLINE & DISCHARGE

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline; however, in the case of a serious offense, an Employee may be summarily dismissed in the absence of a sequence of lesser discipline. No discipline shall be imposed except *for just cause. Just cause may include, but not be limited to: inefficiency, incompetence, insubordination, moral turpitude, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leave, withholding services, and violation of established work rules, policies, or procedures.*

1. Personal Reprimand

Notification administered by a *department head* regarding a potential corrective action.

2. Verbal Warning

May be a documented corrective action per county policy. The documentation may remain in the Employee's personnel file for a period of no longer than twelve (12) months, after which time the Employee may request in writing to the Personnel Director that it be removed, provided that no other corrective action has been taken.

3. Written Reprimand

Written corrective or disciplinary action that maybe administered by a *department head* and shall document the cause for such action, in what manner the Employee's conduct was improper, the necessary corrective action, and that further disciplinary action may be taken if the Employee's conduct or performance is not corrected.

The *department head* shall provide a copy of the warning letter to the Employee and *ensure* that the Employee signs one copy of the warning letter which shall be retained in the Employee's service record. *The employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the reprimand.* A warning letter shall remain in the Employee's service record for a minimum period of eighteen (18) months, after which point the warning letter may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director.

4. Suspension

In the event of the commission of a serious offense, the offending Employee may be suspended without pay for a period not to exceed **30** calendar days, in accordance with the gravity of the offense and the previous record of the Employee. The Employer shall furnish the Employee with a written statement of the reasons and grounds for the

suspension utilizing the Specificity of Charges. A suspension shall remain in the Employee's service record for a minimum period of twenty-four (24) months, after which the suspension may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director. Suspensions imposed for violations of Title VII or for violations of safety rules, regulations, laws, and/or procedures shall not be removed from the Employee's service record.

5. *Demotion or Discharge*

The Employer shall furnish the Employee with a written statement of the reasons and grounds for the demotion or discharge utilizing the Specificity of Charges.

6. *Specificity of Charges*

All disciplinary actions imposing suspension, demotion or discharge shall be furnished to the Employee in writing and shall state the nature of the offense, the cause for such action, in what manner the Employee's conduct was improper, and the specific rule, regulation, ordinance, law or policy violated.

The *department head* shall provide a copy of the Specificity of Charges to the Employee and ensure that the Employee signs one copy of the Specificity of Charges which shall be retained in the Employee's service record. The Employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the charge. If the Employee refuses to sign, a witness signature must be obtained.

7. *Dispute over Discipline or Discharge.*

In the event that a dispute arises between the Employer and the Employee regarding the existence of good cause for the suspension of the Employee, or the demotion or discharge of the Employee, such dispute shall be adjudicated in accordance with Article 45 *Grievance Procedure* of this Agreement.

Suspension in excess of ten (10) working days, demotion, or discharge shall be effective upon the date stated in the Specificity of Charges and shall not be stayed by the filing of a grievance discipline unless the discipline is ultimately reversed. Reversal of a suspension in excess of ten (10) working days, demotion, or discharge shall result in reinstatement and an award of back pay to and including the effective date of discipline.

ARTICLE 45. GRIEVANCE PROCEDURE

1. Definitions

- a. ***Grievance:*** A grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.
- b. ***Grievant:*** A grievant is an Employee or group of Employees who are covered by the provisions of this Agreement and who believe they have been adversely affected by an act or formal decision of the Employer occasioning the grievance, and who file a grievance. The Union may be the grievant if an act or formal decision of the Employer which is alleged to be a grievance directly relates to a Union activity or privilege

addressed in this Agreement.

- c. **Working Day:** Working Days for the purpose of a grievance or an appeal shall mean a weekday, Monday through Friday, excluding holidays.
- d. **Grievance Board:** The Grievance Board shall be composed of 2 members appointed by the Employer and 2 members appointed by the Union.
- e. **Grievance Screening Committee:** The Grievance Screening Committee shall consist of any 3 current members of the Board of Directors of the Comstock Chapter.

2. Rights of Representation

With the consent of the aggrieved Employee(s), one Union representative shall be present for any meeting, hearing, appeal, or other proceeding between the Employer and the grievant relating to a grievance that has been filed pursuant to this Article. If, in the judgment of the Union, a grievance affects a group of Employees or the Union, the Union may initiate and file such grievance with the Personnel Director and the processing of such grievance shall commence at Level II. The Union may process such a grievance through all levels of the procedure.

3. Individual Rights

Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter with the appropriate Supervisor(s), and to have the matter resolved without the intervention of the Union, as long as the Union has had, at the request of the Employee, the opportunity to be present at such discussions.

4. Informal Resolution

Within **10** working days from the event giving rise to a grievance or from the date the Employee(s) could reasonably have been expected to have had knowledge of such event, the Employee shall orally discuss the grievance with his/her immediate Supervisor. *The immediate* supervisor shall have **5** working days to provide a decision to the Employee.

- a. The Grievance Screening Committee shall convene within **10** working days from the date the Supervisor provides, or should provide, a decision to the Employee. The Committee shall determine the validity of proceeding to a Formal Level Grievance. The Employee shall be provided a pre-determined amount of time to provide evidence, prepare for witnesses, etc., as necessary. Should the Grievance Screening Committee determine there is no valid cause to proceed to a Formal Level Grievance, the issue is no longer considered a Grievance per this Agreement.

5. Formal Levels

- a. **Level I:** If a grievant is not satisfied with the resolution proposed at the informal level, s/he may, within **10** working days of the receipt of such decision, file a formal written grievance with his/her Supervisor, describing the grievance, the specific section(s) of this Agreement or County rules, regulations, and/or policies allegedly violated, and the remedy requested. The Supervisor may have a meeting with the grievant and within **10** working days of receiving the grievance provide a written decision to the grievant.

If the Supervisor fails to respond within **10** working days of receiving the grievance, the

grievance, if non-monetary, shall be granted in the grievant's favor. If the grievance contains a request for a monetary-*related correction*, the grievance shall automatically advance to Level II.

- b. Level II:** If the grievant is not satisfied with the decision rendered by the Supervisor, *or the grievance includes a request of monetary-related correction*, the grievant may, within **10** working days from the receipt of such decision, file a written appeal to the Personnel Director. Within **10** working days of receipt of the written appeal, the Personnel Director shall direct that the Grievance Board be convened at a place agreeable to the parties and at a time not more than **20** working days from the date of the notice directing that the Grievance Board be convened. The procedure for the Grievance Board shall be previously agreed upon by the union and the employer. The majority decision by the Grievance Board is final and binding. *If the grievance board is deadlocked, the grievance may be advanced to Level III.*
- c. Level III:** *In the event that the grievance board is deadlocked, the grievant may within 10 working days of that decision request to the Personnel Director that the grievance is advanced to mediation. Within 10 working days of the Personnel Director receiving the grievant's request that the matter is advanced to mediation, the parties shall request a mediator through the Federal Mediation and Conciliation Services (FMCS) to hear the grievance. The parties shall attempt to hold the mediation session within 20 days after contact with the FMCS. This timeline shall be extended based on the schedule of the mediator or by mutual consent of the parties. If the parties cannot reach a resolution during the mediation meeting the grievance shall be advanced to Level IV.*

Nothing occurring in mediation may be referred to or introduced during fact-finding or arbitration. Level III applies as long as there is no cost for FMCS mediation services. If there is financial cost required to use FMCS mediation services, the grievance shall advance to Level IV immediately following Level II. The parties by mutual consent may skip Level III and advance directly to Level IV.

- d. Level IV:** In the event the Grievance Board is deadlocked, *the parties do not reach a mediated agreement at Level III, or mutually agreed to skip Level III*, the grievance may be submitted to arbitration for resolution. The grievant or the union shall exercise the right to arbitration by giving the Personnel Director written notice of intent to arbitrate within **10** working days from the date of *the mediator's recommendation to which the parties disagree*.

Within **10** working days after the Personnel Director receives the written notice of intent to arbitrate, the employer and the grievant or the union will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain a commitment to serve from the agreed-upon arbitrator within the **10** working day period, a request for a list of **7** arbitrators may be made by either party to the Federal Mediation and Conciliation Service (**FMCS**). Within **5** working days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party to strike first shall be determined by a toss of the coin. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator shall, thereafter, confer promptly with the parties; shall set and hold hearings; and shall issue a written decision setting forth the arbitrator's findings of fact,

conclusions of law, and decision within **30** working days from the date of the conclusion of all hearings on the matter arbitrated. The arbitrator's written decision shall be consistent with the law and the terms of this Agreement, and shall be final and binding upon the parties.

The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and any related rules, regulations, and policies of the employer. No arbitrator shall have the power or ability to modify, amend, or alter any terms or conditions of this Agreement.

6. Ability to Arbitrate a Grievance

If any question arises as to the ability to arbitrate the grievance, and the grievant or the Union has decided to proceed, *the following apply:*

- i. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article not resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, the question regarding the ability to arbitrate the grievance shall first be ruled upon by the arbitrator selected to hear the dispute.*
- ii. If the grievance is a claimed violation, misapplication, or misinterpretation of this agreement or rules, regulations, or policies as defined in Section 1(a) of this Article resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, a mediator through the FMCS shall consider the evidence presented by both parties regarding the claimed violation, misapplication, or misinterpretation and make a recommendation that the parties will accept as final and binding.*

7. Arbitration Costs

- a. The fees and expenses of the arbitrator shall be shared equally by the employer and the union. Each party shall bear the costs of its own presentation including, but not limited to, witness fees and expenses, preparation, pre- and post-hearing briefs, and legal fees, if any.
- b. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless the parties mutually agree to share the cost. Any party desiring a copy of the transcription will pay the costs for the copy. If the arbitrator requires a reporter and transcript, the parties will share the cost equally.

8. Jurisdiction of the Arbitrator

The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

9. General Provisions

- a. If the grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. The grievant may be represented by a person of his/her choice at any level of this procedure.
- c. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a matter not addressed herein through the chain of command to the Personnel Director.
- d. Proof of service shall be accomplished by certified mail or personal service evidenced by a notarized affidavit of service.

10. Exceptions to Time Limits

The time limits set forth in this Article shall be strictly observed, unless extended by written agreement of the Union and the Employer, or otherwise excused for just cause.

A grievance alleging errors in salary which are ongoing shall be deemed continuing and all subsequent errors shall relate back to and be incorporated within the grievance alleging the errors in the first instance.

Notwithstanding the expiration of this Agreement, any grievance filed prior to expiration may be processed through the grievance procedure to resolution.

ARTICLE 46. POLYGRAPH EXAMINATIONS

No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an Employee for refusing to submit to a polygraph examination. Testimony regarding whether an Employee refused to submit to a polygraph examination shall be limited to state that, "Storey County does not compel Employees to submit to polygraph examinations." This Article is limited in its application to current Regular Full-Time Employees and current Regular Part-Time Employees as defined in Article 3 *Definitions* of this Agreement, and is subject to all applicable State and Federal laws.

ARTICLE 47. EMERGENCY CLOSURE

In the event the County or a portion thereof closes due to a health, welfare, or safety issues, and such closure is authorized by the State or County Commissioners, Employees who are unable to report to work due to such official closure shall be paid up to five (5) working days per incident at their regular rate of pay per day. This Article shall not apply to Employees in classified positions in Public Works roads, water, sewer; Communications Series; and Information Technology Series. *Employees in classified positions in the public works, roads, water, sewer, communications, and information technology who are regularly scheduled and required to report to work during an emergency closure shall be awarded compensatory time off at the rate of 1 hour for each hour of emergency closure pay received by those employees not required to report to work during the incident.*

ARTICLE 48. PREVAILING RIGHTS

All previous benefits including hours, wages, and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this Agreement, will not be diminished without mutual consent of the parties.

There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.

There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

ARTICLE 49. PRIVATIZATION / SUBCONTRACTING

1. It is agreed that work normally done by bargaining unit Employees shall not be contracted out to non-Employees of the County so as to cause the number of Employees within the bargaining unit to fall below 22 Employees.
2. It is agreed that work normally performed by bargaining unit Employees shall not normally be performed by non-bargaining unit Employees.
3. This Article shall not apply when bargaining unit Employees and/or adequate equipment are not available for work, when an immediate emergency exists, or when the provisions of this Article conflict with the provisions set forth in Article *17 Job Classification and Pay Practices* of this Agreement.

ARTICLE 50. SUCCESSOR CLAUSE

1. Storey County agrees to negotiate with the Union, to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its County services prior to or upon any decision to consolidate, or any other form of placement or transfer. Nothing in this Article will prevent Storey County from making any decisions to consolidate or any other form of placement or transfer to another entity.
2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise, in the location or place of business of either party.

ARTICLE 51. NO STRIKE / NO LOCKOUT

Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not

founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.

The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 52. SAVINGS CLAUSE

This Agreement is the entire Agreement of the parties. Should any provision of this Agreement be found to be in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

ARTICLE 53. DURATION OF AGREEMENT

1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, **2016** through June 30, **2019**.
2. Pursuant to NRS 288.150 this Agreement or any provision herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency.

STOREY COUNTY

*Marshall McBride, Chairman
Storey County Commission*

*Lance Gilman, Vice-Chairman
Storey County Commission*

*Jack McGuffey, Commissioner
Storey County Commission*

APPROVED AS TO FORM:
Anne Langer, District Attorney

STOREY COUNTY EMPLOYEE'S ASSOC. AFSCME-COMSTOCK CHAPTER

*Tobi Whitten, President
AFSCME Comstock Chapter*

*Alicia Russell, Vice-President
AFSCME Comstock Chapter*

Signed Commissioner Meeting Nov. 1, 2016

APPENDIX A. Storey County Grades and Steps

STEP	NON-EXEMPT		Step									
	1820 hours/yr (95-hr week)*	per hour	1	2	3	4	5	6	7	8	9	10
GRADE			2080 hours/yr. (40-hour week)									
110	\$ 31,724.14	\$ 17.43	\$ 36,256.16	\$ 37,525.13	\$ 38,809.46	\$ 40,197.85	\$ 41,604.78	\$ 43,060.94	\$ 44,568.08	\$ 46,127.96	\$ 47,742.44	\$ 49,413.42
111	\$ 32,517.24	\$ 17.87	\$ 37,162.56	\$ 38,463.25	\$ 39,809.46	\$ 41,202.79	\$ 42,644.89	\$ 44,137.46	\$ 45,682.27	\$ 47,281.15	\$ 48,935.99	\$ 50,648.75
112	\$ 33,330.17	\$ 18.31	\$ 38,091.62	\$ 39,424.83	\$ 40,804.70	\$ 42,232.86	\$ 43,711.01	\$ 45,240.90	\$ 46,821.33	\$ 48,463.18	\$ 50,159.39	\$ 51,914.97
113	\$ 34,163.43	\$ 18.77	\$ 39,043.92	\$ 40,410.46	\$ 41,824.82	\$ 43,283.69	\$ 44,803.80	\$ 46,371.93	\$ 47,994.95	\$ 49,674.77	\$ 51,413.39	\$ 53,212.86
114	\$ 35,017.51	\$ 19.24	\$ 40,020.01	\$ 41,420.71	\$ 42,870.44	\$ 44,370.90	\$ 45,923.88	\$ 47,531.22	\$ 49,194.81	\$ 50,916.63	\$ 52,698.71	\$ 54,543.17
115	\$ 35,892.95	\$ 19.72	\$ 41,020.51	\$ 42,456.23	\$ 43,942.20	\$ 45,480.18	\$ 47,071.98	\$ 48,719.50	\$ 50,424.69	\$ 52,189.55	\$ 54,016.18	\$ 55,906.75
116	\$ 36,790.28	\$ 20.21	\$ 42,046.03	\$ 43,517.65	\$ 45,040.76	\$ 46,617.19	\$ 48,248.79	\$ 49,937.50	\$ 51,685.31	\$ 53,494.30	\$ 55,366.60	\$ 57,304.43
117	\$ 37,710.03	\$ 20.72	\$ 43,027.18	\$ 44,605.58	\$ 46,166.77	\$ 47,822.61	\$ 49,455.00	\$ 51,185.93	\$ 52,977.43	\$ 54,831.64	\$ 56,750.75	\$ 58,737.03
118	\$ 38,652.78	\$ 21.24	\$ 44,174.61	\$ 45,720.72	\$ 47,320.94	\$ 48,977.17	\$ 50,691.38	\$ 52,465.57	\$ 54,301.87	\$ 56,202.43	\$ 58,169.52	\$ 60,205.45
119	\$ 39,619.11	\$ 21.77	\$ 45,278.98	\$ 46,863.75	\$ 48,503.98	\$ 50,201.62	\$ 51,958.67	\$ 53,777.23	\$ 55,659.43	\$ 57,607.51	\$ 59,623.77	\$ 61,710.61
120	\$ 40,609.59	\$ 22.31	\$ 46,410.96	\$ 48,035.34	\$ 49,716.58	\$ 51,456.66	\$ 53,257.64	\$ 55,121.66	\$ 57,050.92	\$ 59,047.70	\$ 61,114.37	\$ 63,253.37
121	\$ 41,624.82	\$ 22.87	\$ 47,571.22	\$ 49,236.22	\$ 50,959.48	\$ 52,743.07	\$ 54,589.07	\$ 56,499.69	\$ 58,477.18	\$ 60,523.88	\$ 62,642.22	\$ 64,834.69
122	\$ 42,665.45	\$ 23.44	\$ 48,760.51	\$ 50,467.13	\$ 52,233.48	\$ 54,061.65	\$ 55,933.81	\$ 57,912.20	\$ 59,920.12	\$ 62,036.90	\$ 64,208.29	\$ 66,455.58
123	\$ 43,732.08	\$ 24.03	\$ 49,979.59	\$ 51,728.80	\$ 53,539.31	\$ 55,413.19	\$ 57,352.52	\$ 59,359.99	\$ 61,437.59	\$ 63,587.91	\$ 65,813.48	\$ 68,116.96
124	\$ 44,825.38	\$ 24.63	\$ 51,229.01	\$ 53,022.02	\$ 54,877.79	\$ 56,798.51	\$ 58,786.46	\$ 60,843.99	\$ 62,973.53	\$ 65,177.60	\$ 67,458.82	\$ 69,819.88
125	\$ 45,946.01	\$ 25.25	\$ 52,509.73	\$ 54,347.57	\$ 56,249.73	\$ 58,218.47	\$ 60,256.12	\$ 62,365.08	\$ 64,547.86	\$ 66,807.04	\$ 69,145.28	\$ 71,565.37
126	\$ 47,094.66	\$ 25.88	\$ 53,822.47	\$ 55,706.25	\$ 57,655.97	\$ 59,673.93	\$ 61,762.52	\$ 63,924.21	\$ 66,161.56	\$ 68,477.21	\$ 70,873.91	\$ 73,354.50
127	\$ 48,273.08	\$ 26.52	\$ 55,168.03	\$ 57,098.92	\$ 59,097.88	\$ 61,165.70	\$ 63,306.59	\$ 65,522.32	\$ 67,815.60	\$ 70,189.15	\$ 72,645.77	\$ 75,188.37
128	\$ 49,478.83	\$ 27.19	\$ 56,547.23	\$ 58,526.39	\$ 60,574.81	\$ 62,694.93	\$ 64,839.25	\$ 67,160.38	\$ 69,510.99	\$ 71,943.87	\$ 74,461.91	\$ 77,068.08
129	\$ 50,715.81	\$ 27.87	\$ 57,960.93	\$ 59,989.36	\$ 62,089.19	\$ 64,262.31	\$ 66,511.50	\$ 68,839.40	\$ 71,248.78	\$ 73,742.48	\$ 76,323.47	\$ 78,994.79
130	\$ 51,983.70	\$ 28.56	\$ 59,409.94	\$ 61,489.29	\$ 63,641.42	\$ 65,868.87	\$ 68,174.28	\$ 70,560.38	\$ 73,029.99	\$ 75,586.04	\$ 78,231.55	\$ 80,969.65
131	\$ 53,283.29	\$ 29.28	\$ 60,895.19	\$ 63,026.52	\$ 65,232.45	\$ 67,515.58	\$ 69,878.63	\$ 72,324.38	\$ 74,855.73	\$ 77,475.69	\$ 80,187.33	\$ 82,993.89
132	\$ 54,615.97	\$ 30.01	\$ 62,417.57	\$ 64,602.18	\$ 66,863.26	\$ 69,203.47	\$ 71,625.59	\$ 74,132.49	\$ 76,727.13	\$ 79,412.57	\$ 82,192.01	\$ 85,068.74
133	\$ 55,980.75	\$ 30.76	\$ 63,978.00	\$ 66,217.23	\$ 68,534.83	\$ 70,933.55	\$ 73,416.23	\$ 75,985.79	\$ 78,645.30	\$ 81,397.88	\$ 84,246.81	\$ 87,195.45
134	\$ 57,380.21	\$ 31.53	\$ 65,517.45	\$ 67,817.66	\$ 70,248.21	\$ 72,706.89	\$ 75,251.63	\$ 77,885.44	\$ 80,611.43	\$ 83,432.83	\$ 86,352.98	\$ 89,375.33
135	\$ 58,814.78	\$ 32.32	\$ 67,216.89	\$ 69,569.48	\$ 72,004.41	\$ 74,524.57	\$ 77,132.93	\$ 79,832.58	\$ 82,626.72	\$ 85,518.66	\$ 88,511.81	\$ 91,609.72
136	\$ 60,285.15	\$ 33.12	\$ 68,897.31	\$ 71,308.72	\$ 73,804.53	\$ 76,387.68	\$ 79,061.25	\$ 81,828.40	\$ 84,692.39	\$ 87,656.62	\$ 90,724.61	\$ 93,899.97
137	\$ 61,792.38	\$ 33.95	\$ 70,619.75	\$ 73,091.14	\$ 75,649.64	\$ 78,297.38	\$ 81,037.79	\$ 83,874.11	\$ 86,809.70	\$ 89,848.04	\$ 92,992.72	\$ 96,247.47
138	\$ 63,337.09	\$ 34.80	\$ 72,385.25	\$ 74,918.73	\$ 77,540.88	\$ 80,254.82	\$ 83,063.73	\$ 85,970.97	\$ 88,979.95	\$ 92,094.25	\$ 95,317.55	\$ 98,653.66
139	\$ 64,920.52	\$ 35.67	\$ 74,194.88	\$ 76,791.70	\$ 79,479.41	\$ 82,261.19	\$ 85,140.33	\$ 88,120.24	\$ 91,204.45	\$ 94,396.61	\$ 97,700.49	\$ 101,120.01
140	\$ 66,543.54	\$ 36.56	\$ 76,049.76	\$ 78,711.50	\$ 81,466.40	\$ 84,317.73	\$ 87,268.85	\$ 90,323.26	\$ 93,484.57	\$ 96,756.53	\$ 100,143.01	\$ 103,648.02
141	\$ 68,207.12	\$ 37.48	\$ 77,950.99	\$ 80,679.28	\$ 83,503.05	\$ 86,425.66	\$ 89,450.56	\$ 92,581.33	\$ 95,821.67	\$ 99,175.43	\$ 102,646.57	\$ 106,239.20
142	\$ 69,912.30	\$ 38.41	\$ 79,898.77	\$ 82,646.26	\$ 85,590.63	\$ 88,586.30	\$ 91,686.83	\$ 94,895.86	\$ 98,217.22	\$ 101,654.82	\$ 105,212.74	\$ 108,895.19
143	\$ 71,660.11	\$ 39.37	\$ 81,897.27	\$ 84,763.67	\$ 87,730.40	\$ 90,800.97	\$ 93,979.00	\$ 97,268.26	\$ 100,672.65	\$ 104,196.20	\$ 107,843.06	\$ 111,617.57
144	\$ 73,451.62	\$ 40.36	\$ 83,944.71	\$ 86,832.77	\$ 89,923.67	\$ 93,071.00	\$ 96,328.48	\$ 99,699.98	\$ 103,189.48	\$ 106,801.11	\$ 110,539.15	\$ 114,408.02
145	\$ 75,287.90	\$ 41.37	\$ 86,043.31	\$ 89,054.83	\$ 92,171.75	\$ 95,397.76	\$ 98,736.68	\$ 102,192.47	\$ 105,769.20	\$ 109,471.12	\$ 113,302.61	\$ 117,268.21
146	\$ 77,170.10	\$ 42.40	\$ 88,194.40	\$ 91,281.20	\$ 94,476.05	\$ 97,782.71	\$ 101,205.10	\$ 104,747.28	\$ 108,413.44	\$ 112,207.91	\$ 116,135.18	\$ 120,195.91
147	\$ 79,099.35	\$ 43.46	\$ 90,399.26	\$ 93,563.23	\$ 96,837.94	\$ 100,227.27	\$ 103,735.23	\$ 107,365.96	\$ 111,123.77	\$ 115,013.10	\$ 119,038.56	\$ 123,204.91
148	\$ 81,068.83	\$ 44.55	\$ 92,659.23	\$ 95,907.31	\$ 99,258.89	\$ 102,732.95	\$ 106,328.60	\$ 110,050.10	\$ 113,901.86	\$ 117,888.42	\$ 122,014.52	\$ 126,285.03
149	\$ 83,108.76	\$ 45.66	\$ 94,975.13	\$ 98,299.88	\$ 101,740.37	\$ 105,301.28	\$ 108,986.83	\$ 112,801.37	\$ 116,749.42	\$ 120,835.65	\$ 125,064.89	\$ 129,442.17
150	\$ 85,181.35	\$ 46.80	\$ 97,350.11	\$ 100,757.37	\$ 104,283.88	\$ 107,933.81	\$ 111,711.50	\$ 115,621.40	\$ 119,668.15	\$ 123,856.53	\$ 128,191.51	\$ 132,678.21
151	\$ 87,310.89	\$ 47.97	\$ 99,783.87	\$ 103,276.31	\$ 106,890.98	\$ 110,632.17	\$ 114,504.29	\$ 118,511.94	\$ 122,659.86	\$ 126,952.95	\$ 131,396.31	\$ 135,995.05
152	\$ 89,493.66	\$ 49.17	\$ 102,278.47	\$ 105,858.21	\$ 109,563.25	\$ 113,397.97	\$ 117,366.90	\$ 121,474.74	\$ 125,726.35	\$ 130,127.77	\$ 134,681.21	\$ 139,395.05
153	\$ 91,731.00	\$ 50.40	\$ 104,835.43	\$ 108,504.67	\$ 112,307.33	\$ 116,232.91	\$ 120,301.07	\$ 124,511.60	\$ 128,869.51	\$ 133,379.94	\$ 138,048.24	\$ 142,879.93
154	\$ 94,024.27	\$ 51.66	\$ 107,456.31	\$ 111,217.28	\$ 115,109.88	\$ 119,138.75	\$ 123,308.59	\$ 127,624.39	\$ 132,091.24	\$ 136,714.43	\$ 141,499.44	\$ 146,451.92
155	\$ 96,374.88	\$ 52.95	\$ 110,142.72	\$ 113,997.72	\$ 117,987.64	\$ 122,117.20	\$ 126,391.30	\$ 130,815.00	\$ 135,393.53	\$ 140,132.30	\$ 145,036.93	\$ 150,113.22
156	\$ 98,784.26	\$ 54.28	\$ 112,896.30	\$ 116,847.67	\$ 120,937.34	\$ 125,170.14	\$ 129,551.10	\$ 134,085.39	\$ 138,778.37	\$ 143,635.62	\$ 148,662.86	\$ 153,866.06
157	\$ 101,253.86	\$ 55.63	\$ 115,718.70	\$ 119,768.85	\$ 123,960.76	\$ 128,296.39	\$ 132,789.87	\$ 137,437.51	\$ 142,247.82	\$ 147,226.50	\$ 152,379.43	\$ 157,712.71

APPENDIX B. Positions and Classifications**Classification Plan for Non-Exempt AFSCME Comstock Chapter Employees*****2016-2019 Bargained Agreement Official*****Non-Exempt Positions
CLASSIFICATION**

	GRADE	FLSA STATUS	CBA Unit	Notes
Administrative Assistant I	110	Non Ex	A	
Administrative Assistant II	116	Non Ex	A	
Administrative Assistant III	119	Non Ex	A	
Administrative Specialist/Office Manager	122	Non Ex	A	
Administrative Assistant Senior	124	Non Ex	A	
Administrative Analyst I	126	Non Ex	A	
Administrative Analyst Senior	130	Non Ex	B	
Property Appraiser Trainee	113	Non Ex	A	One year only position
Property Appraiser I	116	Non Ex	A	
Property Appraiser II	119	Non Ex	A	
Property Appraiser Senior	123	Non Ex	A	
Property Appraiser Lead Senior	126	Non Ex	B	
Tourism Assistant	110	Non Ex	A	
Planner I	121	Non Ex	A	
Planner II	130	Non Ex	A	
Building Inspector Trainee	113	Non Ex	A	One year only position
Building Inspector-Plans Examiner I	119	Non Ex	A	
Building Inspector-Plans Examiner II	123	Non Ex	A	
Building Inspector-Plans Examiner Senior	127	Non Ex	A	
Building Inspector-Plans Examiner Lead Senior	130	Non Ex	B	
Fire Prevention Officer	122	Non Ex	A	
Fire Prevention Officer-Plans Examiner Senior	128	Non Ex	B	
Network Support Technician I	116	Non Ex	A	
Network Support Technician II	119	Non Ex	A	
Network Administrator	128	Non Ex	A	
Network Administrator Lead Senior	130	Non Ex	B	

Communications Specialist Trainee	113	Non Ex	A	One year only position
Communications Specialist I	116	Non Ex	A	
Communications Specialist II	119	Non Ex	A	
Communications Specialist Senior	124	Non Ex	A	
Communications Specialist Lead Senior	126	Non Ex	B	
Auto & Equipment Technician I	116	Non Ex	A	
Auto & Equipment Technician II	122	Non Ex	A	
Auto & Equipment Specialist Senior	126	Non Ex	A	
Facilities-Custodial Maintenance Worker I	110	Non Ex	A	CDL 5% Incentive
Facilities-Custodial Maintenance Worker II	114	Non Ex	A	CDL 5% Incentive
Facilities-Custodial Maintenance Worker Senior	118	Non Ex	A	CDL 5% Incentive
Facilities-Custodial Maintenance Worker Lead Senior	124	Non Ex	B	CDL 5% Incentive
Maintenance Worker-Heavy Equipment Operator I	116	Non Ex	A	CDL + Water Distribution 1 by 12 mo. of hire required
Maintenance Worker-Heavy Equipment Operator II	119	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Heavy Equipment Operator Senior	124	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Heavy Equipment Operator Lead Senior	126	Non Ex	B	CDL + Water Distribution I required
Treatment Plant Operator I	113	Non Ex	A	CDL 5% Incentive
Treatment Plant Operator II	122	Non Ex	A	CDL 5% Incentive
Treatment Plant Operator III	128	Non Ex	A	CDL 5% Incentive
Treatment Plant Operator Lead Senior	130	Non Ex	B	CDL 5% Incentive
Geographic Information Systems (GIS) Coordinator	120	Non Ex	A	

Notes:

Maintenance Worker-Heavy Equipment Operators employed on 07/01/16 must obtain Water Distribution I Certification by 11/01/17.

Bargaining Unit A is non-supervisory and Bargaining Unit B is supervisory.

One year only positions require the incumbent to obtain necessary certifications and advance to the next grade. Failure to do so results in termination.

CDL 5% Incentive is calculated from base-pay.

Any employee supervising one or more subordinate employees shall be considered in Unit B, regardless of what is shown in the cart.

APPENDIX C. Performance Review Policy.

*Contact the **Human Resources** office for the most recent Performance Review Policy.*

AGREEMENT
BETWEEN
STOREY COUNTY, NEVADA
AND
COMSTOCK CHAPTER, AFSCME LOCAL 4041
JULY 1, 2013—JUNE 30, 2016

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PREAMBLE

~~This Agreement is made and entered into this 2nd day of July, 2013, at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Board of Commissioners in the County of Storey, Nevada, a County Government, hereinafter referred to as the Employer, and the Storey County Employee's Association AFSCME Local Union Comstock Chapter, hereinafter referred to as the Union.~~

~~It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to provide proper standards of wages, hours and other conditions of employment.~~

ARTICLE 1. RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees in the job classifications listed in Appendix A attached hereto. The Employer agrees not to recognize or bargain with any other organization purporting to represent the members of the bargaining unit for as long as the Union remains eligible for recognition as an Employee organization.

ARTICLE 2. SUPERVISOR DEFINITION

Supervisory Employees, as defined by NRS 288, shall be specifically excluded from membership in the bargaining unit.

ARTICLE 3. EMPLOYEE DEFINITION

As used herein, unless the context otherwise requires, the words and terms listed below shall have the meanings ascribed to them in this section. All positions shall be filled according to this agreement and County policy.

1. "Regular Full Time Employee" means an Employee who has been retained in a regular position after completion of the probationary period, whose regular workweek consists of at least forty (40) hours. This definition shall be changed throughout the contract to mean that a full-time workweek consists of at least forty (40) hours. Current Employees considered full-time with a 35-hour workweek shall continue to be considered full-time with a 35-hour workweek until such time as their full-time workweek becomes 40 hours.
2. "Regular Part Time Employee" means an Employee in a position which is considered half-time or more according to the full-time work schedule of the Employer.
3. "Probationary Employee" means an Employee who is on probation in a regular position for a period of nine (9) months. Newly hired Probationary Employees are excluded from the coverage of this Agreement and may be laid off or discharged during this period for any reason or no reason. After such trial period, an Employee shall be deemed to be a Regular Employee, and shall acquire seniority from his/her first date of hire. Probationary Employees shall not be subject to the terms of this Agreement except as otherwise provided herein. Probationary periods may be extended for not more than three (3) months by mutual agreement.
4. Temporary, Intermittent, and Seasonal positions are excluded from the coverage of this Agreement. These positions may fill regular or non-regular positions.

ARTICLE 4. ELIGIBILITY FOR BENEFITS

The rights and benefits provided herein shall be accorded to all Regular Full Time Employees and Regular Part Time Employees. Regular Part Time Employees shall receive prorated Annual Leave, Sick Leave and Merit salary increase benefits according to the number of hours worked. The term of any probationary period shall be credited for the purposes of determining Annual Leave, Sick Leave, Merit salary increases, promotional rights, and insurance eligibility.

ARTICLE 5. RIGHT TO ORGANIZE

Employees shall have the right to form, organize, join and administer an Employee organization and to designate their representatives for purposes of collective bargaining. The Employer shall not restrain, coerce, discriminate against or otherwise interfere with an Employee in the exercise of these rights.

ARTICLE 6. INFORMATION REQUEST

The Union may request, in writing, reasonable information concerning any subject matter included in the scope of mandatory bargaining necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The Employer shall furnish the information requested within a reasonable period of time.

ARTICLE 7. UNION BUSINESS

Representatives of the Union and its affiliates will be permitted to transact Union business on County property, provided that this shall not disrupt normal work. Union business may only be conducted during non-work time, such as before work and after work, during breaks and/or lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communications concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. County email may be used internally to conduct Union business, but shall be limited to all parties to this Agreement and subject to established County policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

ARTICLE 8. UNION USE OF BUILDINGS

The Union may use the County's buildings, excluding District Court, for meetings if such use does not interfere with the County's operations. The Supervisor's permission must be obtained before any meeting, but such permission may not be unreasonably withheld. Subject to scheduling conflicts, the Employer agrees to allow the Union to use Employer buildings, excluding District Court, for Union meetings.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of County buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer

harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of County buildings for Union meetings.

ARTICLE 9. NOTIFICATION TO THE UNION OF NEW EMPLOYEES & CHANGES TO COUNTY CODES/ADMINISTRATIVE POLICIES

1. The Employer shall notify the Union of the name, classification and starting grade and step for each new Employee within thirty (30) days of the new Employee's starting date.
2. The Employer shall provide each new Employee an Orientation pursuant to Storey County Administrative Policies and Procedures.
 - a. Employees in a position eligible for AFSCME rights and benefits shall be provided the name and email contact information for the current Comstock Chapter President or other designated representative, as well as access to the Storey Membership website or a designated website where the current Agreement can be viewed in its entirety.
3. The Employer shall provide to the current Comstock Chapter President or other designated representative a copy of all new and amended County Codes and County Administrative Policies, as well as written notice of all repealed County Codes and County Administrative Policies, within thirty (30) days of approval thereof.

ARTICLE 10. ESTABLISHMENT OF NEW CLASSIFICATION

In the event the Employer creates a new job classification that will be placed in the bargaining unit or amends the job requirements of an existing job classification within the bargaining unit, the Employer shall notify the Union as to its intended action. Where the proposed change(s) impact matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon written request from the Union, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 11. RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEES

Up to two (2) members of the Union shall be granted leave from duty with full pay for a reasonable number of meetings between the Employer and the Union for the purpose of negotiating the terms of the Agreement when such meetings take place at a time when such members are scheduled to be on duty.

Up to two (2) members of the Union's Grievance Board, one (1) aggrieved Employee, one (1) Union representative, and any witness shall be granted leave from duty with full pay for all meetings between the Employer and the Union for the purpose of processing grievances and attending hearings when such meetings take place at a time when such members are scheduled to be on duty.

ARTICLE 12. EXCLUSIVE RIGHTS OF THE UNION

The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the Employees in the bargaining unit.

ARTICLE 13. PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually authorize in writing that such deductions be made. The election of payment of dues by payroll deduction cannot be changed or revoked by the Employee without written permission from the Treasurer of the Union, except as provided in subsection 2 of this Article. The Employer will not honor any blanket request by the Union for payroll deductions.
2. The written authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement and shall clearly state the following terms and conditions under which it may be revoked:
 - a. The individual Employees may revoke a request that dues be deducted by submitting written notice to the Union and Payroll Processing. The revocation is effective on a date determined by Payroll Processing, but not later than thirty (30) days after the date upon which Payroll Processing receives written notice from the Employee.
 - b. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by check via U.S. Mail as soon as reasonably possible after the end of each biweekly pay period. The Employer will provide a list either by hard copy or disc of the names of the individual Employees for whom dues are remitted.
 - c. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. All other legal and required deductions have priority over Union dues.
 - d. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, and all other forms of liability which might arise out of or by reason of any action taken or not taken by the Employer pursuant to the provisions of this Article.

ARTICLE 14. MANAGEMENT RIGHTS

- ~~1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Employer without negotiation include the following:~~
 - ~~a. The right to hire, direct, assign, or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.~~
 - ~~b. The right to reduce in force or lay off any Employee because of lack of work or lack of money, subject to NRS 288.~~
 - ~~c. The right to determine:~~
 - ~~1. Appropriate staffing levels and work performance standards, except for safety considerations;~~
 - ~~2. The content of the workday, including without limitation workload factors, except for safety considerations;~~
 - ~~3. The quality and quantity of services to be offered to the public; and~~
 - ~~4. The means and methods of offering those services.~~
 - ~~d. Safety of the public.~~
- ~~2. Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Those actions may include the suspension of this Agreement for the duration of the emergency. Any actions taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.~~
- ~~3. The Employer shall have the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, taxpayers, and Employees.~~
- ~~4. The Employer may discuss but is not required to negotiate subject matters enumerated in subsection (1) of this Article which are outside the scope of mandatory bargaining.~~
- ~~5. The retention of these rights does not preclude any Employee from filing a grievance or seeking a review of the exercise of these rights.~~

~~ARTICLE 15. AUTOMATIC PAYROLL DEPOSIT PROGRAM~~

~~The Employer agrees to provide an automatic payroll check deposit program. All bargaining unit Employees shall have direct deposit with an approved financial institution. The Union holds the Employer harmless if the bargaining unit Employee is not in compliance with the direct deposit program as outlined by the Employer pursuant to this Agreement.~~

~~ARTICLE 16. NON DISCRIMINATION~~

~~Employer agrees to 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 of 1990, as amended; the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613); the right of an Employee to join or refrain from joining an Employee organization (NRS 288); and any other applicable federal, state, and local statutory provisions.~~

~~ARTICLE 17. GRIEVANCE PROCEDURE~~

~~1. DEFINITIONS~~

- ~~a. A grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.~~
- ~~b. A grievant is an Employee or group of Employees who are covered by the provisions of this Agreement and who believe they have been adversely affected by an act or formal decision of the Employer occasioning the grievance, and who file a grievance. The Union may be the grievant if an act or formal decision of the Employer which is alleged to be a grievance directly relates to a Union activity or privilege addressed in this Agreement.~~
- ~~c. Working Days for the purpose of a grievance or an appeal shall mean a weekday, Monday through Friday, excluding holidays.~~
- ~~d. The Grievance Board shall be composed of two (2) members appointed by the Employer and two (2) members appointed by the Union.~~
- ~~e. The Grievance Screening Committee shall consist of any three (3) current members of the Board of Directors of the Comstock Chapter.~~

~~2. RIGHTS OF REPRESENTATION~~

~~With the consent of the aggrieved Employee(s), one (1) Union representative shall be present for any meeting, hearing, appeal, or other proceeding between the Employer and the grievant relating to a grievance that has been filed pursuant to this Article. If, in the judgment of the~~

~~Union, a grievance affects a group of Employees or the Union, the Union may initiate and file such grievance with the Personnel Director and the processing of such grievance shall commence at Level II. The Union may process such a grievance through all levels of the procedure.~~

~~3. INDIVIDUAL RIGHTS~~

~~Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter with the appropriate Supervisor(s), and to have the matter resolved without the intervention of the Union, as long as the Union has had, at the request of the Employee, the opportunity to be present at such discussions.~~

~~4. INFORMAL RESOLUTION~~

~~Within ten (10) working days from the event giving rise to a grievance or from the date the Employee(s) could reasonably have been expected to have had knowledge of such event, the Employee shall orally discuss the grievance with his/her immediate Supervisor. A Supervisor shall have five (5) working days to provide a decision to the Employee.~~

- ~~a. The Grievance Screening Committee shall convene within ten (10) working days from the date the Supervisor provides, or should provide, a decision to the Employee. The Committee shall determine the validity of proceeding to a Formal Level Grievance. The Employee shall be provided a pre-determined amount of time to provide evidence, prepare for witnesses, etc., as necessary. Should the Grievance Screening Committee determine there is no valid cause to proceed to a Formal Level Grievance, the issue is no longer considered a Grievance per this Agreement.~~

~~5. FORMAL LEVELS~~

~~Level I. If a grievant is not satisfied with the resolution proposed at the informal level, s/he may, within ten (10) working days of the receipt of such decision, file a formal written grievance with his/her Supervisor, describing the grievance, the specific section(s) of this Agreement or County rules, regulations, and/or policies allegedly violated, and the remedy requested. The Supervisor may have a meeting with the grievant and within ten (10) working days of receiving the grievance provide a written decision to the grievant.~~

~~If the Supervisor fails to respond within ten (10) working days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the grievance contains a request for a monetary remedy, the grievance shall automatically advance to Level II.~~

~~Level II. If the grievant is not satisfied with the decision rendered by the Supervisor, the grievant may, within ten (10) working days from the receipt of such decision, file a written appeal to the Personnel Director. Within ten (10) working days of receipt of the written appeal, the Personnel Director shall direct that the Grievance Board be convened at a place agreeable to the parties and at a time not more than twenty (20) working days from the date of the notice directing that the Grievance Board be convened. The procedure for the Grievance Board shall be previously~~

agreed upon by the Union and the Employer. The majority decision by the Grievance Board is final and binding.

Level III. In the event the Grievance Board is deadlocked, the grievance may be submitted to arbitration for resolution. The grievant or the Union shall exercise the right to arbitration by giving the Personnel Director written notice of intent to arbitrate within ten (10) working days from the date of receipt of the Grievance Board's notification of deadlock at Level II. If any question arises as to the ability to arbitrate the grievance, and the grievant or the Union has decided to proceed, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) working days after the Personnel Director receives the written notice of intent to arbitrate, The Employer and the grievant or the Union will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain a commitment to serve from the agreed upon arbitrator within the ten (10) working day period, a request for a list of seven (7) arbitrators may be made by either party to the Federal Mediation and Conciliation Service. Within five (5) working days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party to strike first shall be determined by a toss of the coin. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator shall, thereafter, confer promptly with the parties; shall set and hold hearings; and shall issue a written decision setting forth the arbitrator's findings of fact, conclusions of law, and decision within thirty (30) working days from the date of the conclusion of all hearings on the matter arbitrated. The arbitrator's written decision shall be consistent with the law and the terms of this Agreement, and shall be final and binding upon the parties. The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and any related rules, regulations, and policies of the Employer. No arbitrator shall have the power or ability to modify, amend, or alter any terms or conditions of this Agreement.

6. ARBITRATION COSTS

- a. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall bear the costs of its own presentation including, but not limited to, witness fees and expenses, preparation, pre and post hearing briefs, and legal fees, if any.
- b. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless the parties mutually agree to share the cost. Any party desiring a copy of the transcription will pay the costs for the copy. If the arbitrator requires a reporter and transcript, the parties will share the cost equally.

7. JURISDICTION OF THE ARBITRATOR

The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

8. GENERAL PROVISIONS

- a. If the grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. The grievant may be represented by a person of his/her choice at any level of this procedure.
- c. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a matter not addressed herein through the chain of command to the Personnel Director.
- d. Proof of service shall be accomplished by certified mail or personal service evidenced by a notarized affidavit of service.

9. EXCEPTIONS TO TIME LIMITS

The time limits set forth in this Article shall be strictly observed, unless extended by written agreement of the Union and the Employer, or otherwise excused for just cause.

A grievance alleging errors in salary which are ongoing shall be deemed continuing and all subsequent errors shall relate back to and be incorporated within the grievance alleging the errors in the first instance.

Notwithstanding the expiration of this Agreement, any grievance filed prior to expiration may be processed through the grievance procedure to resolution.

ARTICLE 18. JOB CLASSIFICATIONS / SALARIES

The job classes and corresponding rates of pay shown in Appendix A have been established by formal action of the Board of Commissioners effective July 1, 2013. The rate of pay for each class that is an exempt position under the Federal Fair Labor Standards Act (FLSA) shall be a biweekly rate of pay which is a step in the range assigned to the job classification. Any change in the job classification or rates of pay for job classification shall be subject to negotiations.

When payment is to be made for a period of less than a two week time period, the bi-weekly rate of pay shall be converted to an hourly rate and the amount of compensation due to the Employee shall be computed based on the number of hours worked using the hourly rate. The hourly rate

for Regular Full-Time Employees is based on a forty (40) hour workweek. Regular Part-Time Employees will be paid the same hourly rate of pay established for the same job classification established for Regular Full-Time Employees on a prorated basis based on actual hour worked. The results shall be rounded up to the nearest penny.

Pay periods and paydays for Employees are paid on a bi-weekly basis. The standard established workweek for Employees begins at 12:01 am on Monday and ends at 12:00 midnight on the following Sunday. Alternate pay periods may be established by mutual agreement of the Employee and the Supervisor, and with the approval of the Personnel Director and notification to the Payroll Department.

Payday is on Friday of every other week. If payday falls on a holiday, Employees are paid on the preceding workday. In the event that the Employee detects an error the Employee will notify the Supervisor and supply proper backup supporting his/her claim. The Supervisor will then advise the Payroll Department and the Employee will receive the adjusted amount on the next paycheck.

Time Reporting. Recording of hours worked and/or Leave time taken by Employees is necessary to provide an accurate basis for preparing paychecks, to ensure compliance with the federal and state laws, and to maintain an effective and efficient cost accounting system. All Employees are responsible for accurately completing their own daily time sheets. All Employees will record all hours worked and all hours off on Leave; Sick, Vacation, or other Leave approved. The Employee and the Employee's Supervisor or his/her designee must sign the time sheet before being submitted to the Payroll Department.

EXTRA DUTIES

1. *Bilingual Pay.* An Employee who is required to use his/her bilingual skills as a function of their job duties shall be entitled to two and one half percent (2.5%) of their base pay.
2. *TAC Differential.* The parties acknowledge that Terminal Agency Coordination (TAC) may be assigned to a variety of different positions within the County. If the TAC duties are assigned in writing by the department Supervisor to an Employee, the Employee so assigned will receive an additional two and one half percent (2.5%) added to their base pay for all hours worked for the duration of the assignment. This differential will be paid for the period of time during which the Employee may be called upon to perform TAC tasks and is not tied to the specific days on which the duties are actually performed. No more than one Employee in each department may receive this differential for TAC duties at any one time.

ARTICLE 19. ACTING PAY

An Employee who is assigned additional responsibilities in a higher classification recognized within the bargaining unit for a minimum of ten (10) consecutive working days or more shall be entitled to temporary duty pay in the amount of five percent (5%) of the Employee's current rate of pay in addition to the Employee's regular rate of pay for the duration of the assignment.

ARTICLE 20. MERIT INCREASE

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay. There are ten (10) steps in the salary range for each job classification. Performance Review Policy for Storey County (see Appendix B). Peer evaluations shall not be considered in evaluating an Employee's performance for purposes of this Article. All Merit increases are subject to the final approval of the Personnel Director.

1. Upon each successive anniversary date, on the recommendation of the appointing authority, annual merit increases shall be granted to the Employee in recognition of receiving the following overall performance ratings of duties assigned to his/her position:
 - a. An overall Below Expectation performance rating shall not be granted a step advancement;
 - b. A three and one half percent (3.5%) one step pay increase in recognition of an overall Meets or Exceeds Expectations performance rating for a maximum of ten (10) Merit steps.
2. Merit increases not granted: If a Merit increase is not granted at time of eligibility, the Supervisor shall inform the Employee in writing and state the reason(s) upon which the decision was based, and provided a prescribed remedy to improve the Employee's performance. If within three (3) months the Employee has corrected the deficiency, the Merit salary increase will be granted and paid from that date.
3. If an Employee has not been evaluated within thirty (30) days following his/her anniversary date, a Merit increase will be granted retroactive to the anniversary date. The Employee shall notify the Personnel Director in writing that the evaluation has not been done.
4. Parties to this Agreement shall re-open this Article during the course of this Agreement to negotiate incorporating language to adjust the performance evaluation and Merit increase process.

ARTICLE 21. RECLASSIFICATION

1. *Entitlement.* An Employee may submit a written request to his/her Supervisor seeking a job reclassification study if s/he believes that his/her job description, specifications, duties

and responsibilities have changed, both in number and variety, as to cause a significant and permanent workload and/or responsibility increase. The Employee's written request shall include sufficient documentation in support of the request to enable the Personnel Director to determine whether a job reclassification study is warranted. An Employee may not submit more than one written request for a job reclassification study per twelve (12) month period.

2. *Procedures.* A requesting Employee's Supervisor may submit a written request, or in the event that the Supervisor fails or refuses to do so, the Employee may submit a written request for a job re-classification study to the Personnel Director. The Personnel Director will reasonably attempt to conclude the investigation within ninety (90) days after receipt of the written request and provide the Supervisor and the Employee with a written decision, which shall include the reasons supporting such decision. If approved, the re-classification shall be effective as of the date of the written decision provided to the Employee and the Supervisor. A regular Employee who is promoted to a new classification will move to that step in the range which provides not less than a five percent (5%) pay increase, not to exceed the top step in the range for the class.

3. *Dispute over classification.* In the event that a dispute arises regarding the Personnel Director's decision whether to conduct a job reclassification study or regarding the Personnel Director's decision reached at the conclusion of the job reclassification study, the dispute shall be adjudicated as a grievance in accordance with Article 17 of this Agreement.

ARTICLE 22. COST OF LIVING

1. For years in which a PERS contribution rate increase occurs, each Employee shall receive a Cost of Living increase (*Cost of Living Adjustment COLA*) equal to fifty percent (50%) of any PERS increase for that year (see Figure 1).

2. For years in which no PERS contribution rate increase occurs (see Figure 1):

a. Each Employee who is capped in the ten-step salary schedule shall receive a Cost of Living increase equal to two percent (2%) for that year;

b. Each Employee who is not capped in the ten-step salary schedule shall not be granted a Cost of Living increase for that year.

EMPLOYEE	YEAR A <i>PERS Contribution Rate Increase</i>	YEAR B <i>No PERS Contribution Rate Increase</i>
Capped Employee	50% PERS	2% COLA
Non-Capped Employee	50% PERS	None

Figure 1: The table corresponds to Article 22, Subsections 1 and 2. The contribution rate to the Public Employees' Retirement System (PERS) is revisited during each Legislative session.

ARTICLE 23. HOURS OF WORK

~~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. Preparation for rest and meal periods as well as the end of the workday is work time. Rest and meal periods include the time spent going to and from the place where the break is taken.~~

~~Each Regular Full Time Employee is assigned a regular schedule of forty (40) hours per workweek. A standard workweek consists of five (5), eight (8) hour shifts. Supervisors may schedule Employees an alternative work schedule when appropriate. If the Supervisor chooses to schedule Employees to an alternative work schedule the affected Employees must sign an alternative work schedule agreement. Each Regular Part Time Employee is assigned a regular schedule by the Supervisor. All schedules are subject to the approval of the Personnel Director.~~

~~Any changes to an Employee's permanent regularly-scheduled workweek shall require a thirty (30) day written notice to the Employee, with the exception of a drastic change in workload or if the change in schedule is mutually agreed upon by both the Employee and the Supervisor.~~

~~Regular Employees shall receive one (1) fifteen (15) minute paid rest period near the midpoint of each half of the workday. No Employee shall work more than four (4) consecutive hours without either a rest period or a meal period. Rest periods may not be delayed to the end of the workday to enable an Employee to leave work early.~~

~~Employees that work more than four (4) consecutive hours, including a rest period, shall be given a minimum thirty (30) minute meal period before beginning the sixth (6th) hour of work. Employees working an alternate work schedule will take a minimum thirty (30) minute meal period near the midpoint of the workday and a ten (10) minute rest period per each three and one-half (3½) hours of work. The meal period for Employees in the Public Works Department shall be one-half (1/2) hour, near the midpoint of the workday. Meal periods will be uninterrupted and unpaid, during which no work is performed.~~

~~Work shall be scheduled in a manner which allows Employees rest periods and meal periods. The Supervisor, in a manner which allows maximum public access to County services, shall schedule rest and meal periods. Provided Employees receive the rest periods and lunch periods to which they are entitled, schedules and lengths of rest and meal periods may be adjusted from time to time to meet the needs of individual Employees and to respond to changes in department workload. All schedules are subject to the approval of the Personnel Director.~~

~~Employees working in the Communication Class Series and who have signed a waiver of breaks are excluded from this Article as it pertains to breaks and meal periods.~~

~~An Employee shall receive shift differential pay, in addition to base pay, for all regularly scheduled hours worked on a regularly scheduled shift if fifty percent (50%) or more of the regularly scheduled hours fall between 1800 hours and 0600 hours. The differential rate shall be five percent (5%) of the Employee's base pay.~~

~~ARTICLE 24. OVERTIME COMPENSATION~~

~~Overtime work shall be offered to eligible and qualified Employees in the classification involved, in the order of their seniority. If the Employee declines the offer of overtime work, such overtime work shall be offered to the next Employee in ascending order of seniority. Such rotation shall be on a continuous basis, that is, the Employee next in line of seniority to the Employee who was offered the immediately preceding period of overtime work shall be first offered the current overtime work.~~

~~Employees may be required to remain on duty beyond their regularly scheduled hours. Overtime shall be compensated at the rate of one and one-half (1.5) times the regular hourly compensation. Overtime will be earned in increments of one-quarter (1/4) hours of time worked. Overtime shall be paid for hours worked, except as provided under Callback, in excess of forty (40) hours in one work week.~~

~~Paid Annual Leave, Sick Leave, and approved Holidays shall be considered work time for purposes of calculating overtime.~~

~~An Employee's Supervisor shall specifically authorize all overtime.~~

~~ARTICLE 25. CALL BACK~~

~~Any Employee who is required to return to work by his/her Supervisor in accordance with NRS 286 shall receive a minimum of two (2) hours pay at one and one-half (1.5) times the regular hourly rate. Time worked in addition to the initial two (2) hours shall be compensated at one and one-half (1.5) times the regular rate of pay for all time actually worked.~~

~~ARTICLE 26. STANDBY~~

~~An Employee is in Standby status when s/he is:~~

- ~~1. Directed by the Employee's Supervisor or the County Manager to remain available for notification to work during specified hours;~~
- ~~2. Prepared to work if the need arises; and~~
- ~~3. Able to report to work within forty (40) minutes.~~

~~An Employee is entitled to receive additional pay of \$2.00 for every hour if s/he is in Standby status or \$3.00 for every hour s/he is in Standby status on a Holiday.~~

~~When an Employee begins the performance of his/her regular duties after receiving notice to work, s/he ceases to be on Standby status and qualifies for straight time or overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to Standby status for the remainder of the time s/he has been directed to be available to work.~~

~~An Employee in Standby status is required to abide by any and all applicable laws, statutes, ordinances, rules, regulations, policies, and procedures governing on-duty conduct.~~

~~This Article shall apply only to Employees in classified positions in the Community Development Department, and Public Works roads, water and sewer. All others shall require the approval of the County Manager.~~

~~ARTICLE 27. VACATION (ANNUAL LEAVE)~~

~~Regular Employees continually scheduled to work an average of twenty-one (21) hours or more per week will accrue Annual Leave. Employees do not earn extra Annual Leave for overtime hours worked. Accrual of Annual Leave for eligible Employees shall be as follows:~~

Date of hire to 5 years	_____	= 0.0577 per hour on paid Status
Completed 5 years to Term of Employment	_____	= 0.0769 per hour on paid Status

~~Vacation credits shall be accrued for each pay period the Employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Hours of Vacation shall be accumulated, provided that no Employee may accumulate earned Vacation in excess of two hundred and forty (240) hours. Not more than this number of Vacation hours may be taken within any calendar year, subject to staffing requirements. An Employee shall be paid at his/her regular hourly rate for each hour of Vacation time taken. Vacation taken during a biweekly period shall be charged before Vacation earned during that pay period is credited.~~

~~Holidays, as enumerated in this Agreement, occurring within the Vacation period will not be counted against Vacation hours. An Employee becoming ill while on Annual Leave shall have leave charged to Sick Leave upon request and upon presentation of proper documentation.~~

~~Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon re-employment by the Employer.~~

~~Upon termination of employment, each Employee shall be compensated at his/her regular hourly rate for his/her total Vacation hours accrued, subject to the Employer's limitations.~~

~~Vacation preferences shall be granted in order of seniority. For purposes of this Section, seniority shall be based on total of years/time in County service.~~

~~Employees shall request Vacation leave by providing a minimum of fourteen (14) calendar days notice to the Supervisor or Department Head. An exception to this fourteen (14) calendar day requirement may be granted by the Supervisor or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the department.~~

~~If an Employee, on or before October 15th, requests Annual Leave in writing and his/her request is denied for any reason at any time, s/he is entitled to payment for any Annual Leave in excess of two hundred and forty (240) hours that s/he requested to take and which s/he would otherwise~~

forfeit as the result of the denial of his/her request. The payment for the Employee's unused Annual Leave is capped at sixty (60) hours per calendar year and must be made to him/her no later than January 31st.

ARTICLE 28. SICK LEAVE & BEREAVEMENT LEAVE

Sick Leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's scheduled biweekly hours. Accrual of Sick Leave for eligible Employees shall be 0.0577 per hour of paid status from date of hire to term of employment. Accrued Sick Leave hours shall be available for use by eligible Employees at the end of three (3) months of continuous employment.

Sick Leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick Leave shall be granted when the Employee is quarantined, receiving required medical or dental service or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent. The Employee must notify the Supervisor prior to taking Sick Leave. If an Employee does not have adequate accrued Sick Leave time, the Employee may be granted the use of other accrued Leave time, if any, in lieu thereof. In no case, however, will Sick Leave time be used or granted as Vacation time.

Bereavement Leave shall be granted to any Regular Full Time or Part Time Employee who must be absent from work upon the death of and/or to attend the funeral of a family member within the third degree of consanguinity or affinity, up to a maximum of twenty-four (24) hours of Bereavement Leave per each occurrence, and shall not be charged to the Employee's accumulated Sick Leave. Bereavement Leave in excess of twenty-four (24) hours may be charged to accumulated Sick Leave upon the recommendation of the Supervisor and approval of the Personnel Officer.

Employees may donate Sick Leave to those Employees that do not have adequate accrued Sick Leave as provided in Article 33 governing Catastrophic Sick Leave.

Sick Leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Holidays occurring during Sick Leave periods shall not be counted as Sick Leave time. Sick Leave taken during a biweekly pay period shall be charged before Sick Leave earned during that pay period is credited.

An Employee requesting Sick Leave lasting longer than three (3) continuous work days may be required to provide the Supervisor with evidence acceptable to the Supervisor to substantiate the request.

Upon termination of employment, other than for just cause, an Employee who has accrued a minimum of three hundred and sixty (360) hours of Sick Leave shall be compensated for his/her total Sick Leave hours at the following rates up to a maximum amount of \$5,000.00:

SICK LEAVE BUY OUT

<u>Years of Continuous Service</u>	<u>Rate of Pay</u>
5 years but less than 10 years	12.5 cents on the Dollar
10 years but less than 15 years	25.0 cents on the Dollar
15 years but less than 20 years	40.0 cents on the Dollar
20 years to termination of employment	50.0 cents on the Dollar

Regular Full Time Employees using sixteen (16) hours or less of any combination of Sick and/or Family Sick Leave in a calendar year shall receive eight (8) hours of "Well Day"* leave with straight pay. "Well Day" Leave shall not be charged to the Employee's accrued Sick Leave or Annual Leave. "Well Days" not taken within one (1) calendar year of accrual shall be forfeited.

**The "Well Day" clause shall become effective January 1, 2014 and is scheduled to "sunset" on December 31, 2015, unless reviewed and extended by mutual agreement of the Board of County Commissioners and the Union.*

ARTICLE 29. CATASTROPHIC SICK LEAVE

1. Key Definitions

- a. "Catastrophe" means the Employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or accident which is life threatening or which will require a lengthy convalescence.
- b. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.
- c. "Lengthy Convalescence" means a period of disability which the attending physician determines will exceed six (6) weeks.

2. Request for Catastrophic Leave

- a. Catastrophic Leave may not be used when the subject of the catastrophe is a member of the Employee's family. Catastrophic leave is limited to catastrophes which befall the Employee.
- b. An Employee may not receive any leave from the Catastrophic Leave account until s/he has used all his/her accrued Annual, Sick, and other paid Leave.
- c. An Employee who is himself/herself affected by a catastrophe as defined in subsection (1) may request in writing that a specified number of hours of Catastrophic Leave be granted.
- d. The request form will be made available at the Personnel Office and must be

- ~~completed by the Employee, except in cases where an Employee is unable to do so.~~
- ~~e. The maximum number of hours that may be granted to an Employee shall be four hundred and eighty (480) hours per rolling calendar year. Any requests for an exception to this limit must be reviewed and approved by the County Manager, the Personnel Director, and the Union President if the Employee is a represented member of the Union.~~
 - ~~f. An Employee may not receive any hours from the Catastrophic Leave account until s/he has worked for the County for at least two (2) years and has made the minimum annual contribution to the Catastrophic Leave account.~~
 - ~~g. An Employee who fails to qualify for Catastrophic Leave pursuant to the requirements set forth in Subsection (f) above may receive Catastrophic Leave if eligible Employees independently contribute a designated number of hours in eight (8) hour increments to the non-qualifying Employee's specific Catastrophic event. The receipt of such Catastrophic Leave shall be subject to the remaining requirements set forth in this Article.~~
 - ~~h. An Employee who receives donated hours is entitled to payment for the Leave at a rate no greater than his/her own rate of pay.~~
 - ~~i. A request for Catastrophic Leave, inclusive of exceptions to the aforementioned, must be approved by the Personnel Director and the Union President if the Employee is a represented member of the Union.~~
- ~~3. The minimum annual contribution to the Catastrophic Leave account shall be eight (8) hours per rolling calendar year. An Employee must have a combined balance of at least two hundred and forty (240) hours of Sick and Annual Leave on the books to contribute to the account.~~
 - ~~4. Any hours of Annual or Sick Leave that have been transferred from an Employee's account to the Catastrophic Leave account may not be returned or restored to that Employee. This section does not prevent the Employee from receiving Leave pursuant to Section (2) of this Article.~~
 - ~~5. All Employees of the County who are eligible to use Sick Leave, whether or not the positions they occupy are part of the Storey County Employee's Association, AFSCME, may use the Leave from the Catastrophic Leave account and/or donate to this account, subject to the remaining requirements set forth in this Article, unless such Employees are covered by another bargaining unit's collective bargaining agreement.~~
 - ~~6. Annual and Sick Leave will be transferred at the rate of one (1) hour for one (1) hour credit donated consistent with the provisions of NRS 245. Donated time will be converted to a dollar amount based upon the donating Employee's current base hourly~~

~~rate of pay. When an Employee is granted use of Catastrophic Leave, Employee's current base hourly rate of pay by the total number of hours granted.~~

~~7. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used:~~

- ~~a. The Personnel Director or his/her designee shall review the status of the catastrophe of the Employee and determine when the catastrophe no longer exists, based on appropriate medical documentation.~~
- ~~b. The Personnel Director or his/her designee shall not grant any hours of Leave from the Catastrophic Leave account after the catastrophe ceases to exist, or the Employee who is receiving the Leave resigns or his/her employment with the County is terminated.~~
- ~~c. Any Leave which is received from the Catastrophic Leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the Employee must be returned to the Catastrophic Leave account.~~

~~8. Maintenance of Records on Catastrophic Leave. Records will be maintained by the Payroll Department under the direction of the Comptroller. The Union may request in writing information concerning the use of the Catastrophic Leave account provided that any request for medical information be accompanied by a written release signed by the affected Employee(s).~~

~~9. Substantiation of Catastrophe. The Personnel Director or his/her designee may require written substantiation of the catastrophe and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the Employer. Visits to said physician shall be on County time.~~

ARTICLE 30. LEAVES OF ABSENCE

~~Leaves of Absence are available to accommodate the compelling needs of Employees when other forms of allowable absence are not available.~~

- ~~1. In all cases, the County's Family and Medical Leave Act (FMLA) shall apply as a minimum, if applicable.~~
- ~~2. Leaves of Absence with pay may be granted for medical purposes. Use of accrued Sick Leave (Leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) days duration, it becomes a Medical Leave of Absence and must meet criteria for Leave of Absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a Medical Leave without pay.~~

3. ~~The Supervisor, for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons, may grant a Leave of Absence without pay. Policies regarding each are as follows:~~
 - a. ~~Medical Leaves of Absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability Leaves of Absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of one hundred and eighty (180) calendar days.~~
4. ~~Personal Leaves of Absence without pay for purposes other than medical/disability may be granted at the discretion of the Supervisor, and are subject to approval by the Personnel Director.~~
 - a. ~~An Employee who requests a Leave of Absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid Leave of Absence of more than five (5) work days. An Employee who requests a Leave of Absence for personal emergency or similar purposes is not required to exhaust Vacation time prior to the Leave. Whether the reason for the Leave of Absence requires prior use of accrued Vacation shall be at the discretion of the Supervisor. However, in all cases where a Leave in excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.~~
 - b. ~~Personal Leaves of Absence without pay may be granted for a maximum of six (6) months.~~
5. ~~Effect of Leave of Absence without Pay on Employee Benefits.~~
 - a. ~~Time spent on an unpaid Leave of Absence of over thirty (30) calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.~~
 - b. ~~An Employee on an unpaid Leave of Absence of over thirty (30) calendar days will not accrue Vacation or Sick Leave during the Leave of Absence.~~
 - c. ~~An Employee on an unpaid Leave of Absence of over thirty (30) calendar days shall not be entitled to receive Employer-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.~~
 - d. ~~Upon notifying the Employer of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.~~
 - e. ~~Upon return from any unpaid Leave of Absence over thirty (30) calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.~~

~~6. Procedures and Responsibilities:~~

~~a. Employees seeking Leave of Absence are required to:~~

- ~~1. Notify the Supervisor in writing as far as possible in advance of the need for a Leave of Absence.~~
- ~~2. Obtain and complete an Absence Request form and submit it for approval to the Supervisor.~~
- ~~3. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc., if applicable.~~
- ~~4. If approved during the Leave, maintain contact with the Supervisor regarding prognosis and/or possible return date. Notify Supervisor at earliest possible date of intended date of return.~~
- ~~5. If an extension of Leave of Absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the Leave of Absence.~~

~~b. The Employee's Supervisor will review the absence request and forward it to the Personnel Director for approval.~~

- ~~1. The Supervisor will review and act upon a request for Leave of Absence in consideration of the following factors:~~
 - ~~a. The purpose for which the Leave is requested;~~
 - ~~b. The length of time the Employee will be away; and~~
 - ~~c. The effect that Leave will have on the ability of the department to carry out its responsibilities.~~
- ~~2. The Supervisor will ensure that a properly coded time sheet is submitted biweekly to the payroll department during the duration of the approved Leave.~~
- ~~3. The Supervisor may approve up to twenty-four (24) hours of Leave to an Employee for emergency Leave, without loss of any accrued time.~~

~~ARTICLE 31. ON THE JOB INJURY~~

~~In the event an Employee is absent from work due to an accepted job-related injury, at the sole discretion of the Personnel Officer, the Employer may pay the Employee the difference between awarded Temporary Total Disability (TTD) payments and the Employee's full salary for a period of sixty (60) calendar days; however, such payment must be made by Employer to an Employee~~

~~who has suffered a job-related injury as a result of workplace violence or during the performance of a hazardous duty in response to an officially declared County emergency. Such payment may be extended an additional sixty (60) days at the sole discretion of the Personnel Officer unless the following provisions apply:~~

- ~~1. The Employee is able to perform his/her regular duties;~~
- ~~2. The Employee is able to perform temporary modified duties; or~~
- ~~3. The Employee becomes qualified to receive permanent disability compensation.~~

ARTICLE 32. LEAVE FOR CIVIC DUTIES

~~Temporary Leave at full salary will be provided to each Employee for jury duty, court appearances, or administrative proceedings arising out of the Employee's employment, selective service examinations, and voting. Leave may be granted for court appearances or administrative proceedings, not related to employment, in which the Employee is a party or a witness.~~

~~Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment and which appearances occur outside his/her regularly scheduled shift shall be paid one and one-half (1.5) his/her regular rate of pay for the time spent at such appearances. Juror and witness fees received by the Employee shall be forfeited to the Employer.~~

ARTICLE 33. MILITARY LEAVE

~~Any Employee who is an active member of the United States Army Reserve, Naval Reserve, Marine Corps Reserve, Coast Guard Reserve, Air Force Reserve, or the Nevada National Guard must be relieved of his/her duties, upon his/her request, to serve under orders without loss of regular compensation for a period of not more than fifteen (15) working days in any one (1) calendar year. Employees may choose to use Annual Leave and compensatory time before taking Leave without pay. The Employer cannot require that Vacation or other personal leave be used.~~

~~Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. The Employer must count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave, and to determine the rate of pay if the rate is based on seniority. Employees do not have to be allowed to accrue Annual and Sick Leave while on Military Leave, unless other Employees are allowed to do so.~~

~~On completion of the period of military service, returning Employees must provide notice of the intent to return to employment. The length of time that the Employee has to provide notice depends upon the amount of time spent in service as established by Federal law.~~

~~Employees' reemployment rights shall be governed by Federal law.~~

ARTICLE 34. HOLIDAYS

1. ~~Holidays.~~ Recognized Holidays, in accordance with NRS 236, shall be as follows:

New Year's Day (January 1st)
Martin Luther King's Day (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Nevada Day (Last Friday in October)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Friday following the Fourth Thursday in November)
Christmas Day (December 25th)
Any day that may be appointed by the President of the United States for public fast,
Thanksgiving, or as a legal observed holiday, except Columbus Day.

a. ~~If a holiday falls on a Saturday, the preceding Friday becomes the observed holiday.~~

b. ~~If a holiday falls on a Sunday, the following Monday becomes the observed holiday.~~

~~One floating holiday per calendar year to be pre-approved by the Employee's Supervisor.~~

2. ~~Holiday compensation.~~ Each Regular Full-Time Employee shall receive Holiday compensation. The Holiday compensation shall be equivalent to the Employee's regularly scheduled shift—eight (8), ten (10), or twelve (12) hours. If the Employee is scheduled for six (6) twelve (12) hour shifts and one (1) eight (8) hour shift, the Holiday compensation will be twelve (12) hours.

a. ~~Holidays worked—regular shift.~~ An Employee required to work his/her regularly scheduled shift on a recognized Holiday shall receive regular pay PLUS additional Holiday compensation computed at time and one half (1.5) of straight time for the regularly scheduled shift, the combination thereof equaling two and one half (2.5) compensation.

b. ~~Holidays worked—overtime.~~ An Employee required to work overtime on a recognized Holiday shall receive overtime compensation computed at one and one half (1.5) of straight time pay for the overtime worked, pursuant to Article 24 of this Agreement.

3. ~~Holidays not worked.~~ Employees who are not required to work on a recognized Holiday shall receive Holiday compensation equivalent to one (1) regularly scheduled shift.

a. ~~Except for Employees in the Communications Series, if an Employee's regularly scheduled day off falls on a Holiday or observed holiday, the Employee will be granted one (1) shift off with pay during the workweek of the Holiday. The day of that workweek to be taken off is subject to scheduling and upon mutual agreement of the Employee and the Supervisor.~~

b. ~~If the regularly scheduled day off of a Communications Series Employee falls on a Holiday, the Employee may elect to take one (1) regularly scheduled shift off in the same workweek, in lieu of Holiday pay, as mutually agreed between the Employee and Supervisor.~~

~~4. Compensation for part-time employees. Regular Part-Time Employees shall receive holiday compensation based on their regularly scheduled shift.~~

~~5. Pay status. In order to receive holiday compensation, an Employee must be in pay status immediately before and after the holiday.~~

ARTICLE 35. LONGEVITY

An Employee who has completed three (3) or more full consecutive years of uninterrupted regular employment with the County prior to July 1, 1997, shall receive Longevity payment. The payment shall be an amount equal to one percent (1%) of the Employee's current base rate of pay; base pay in this area of the contract is recognized as a 40-hour workweek for the Public Works Series Employee, and 35-hour workweek for the Administrative Series Employee, even if the Employee works a 40-hour workweek, for each full year of uninterrupted service, subject to the terms and conditions set forth in the County's Personnel Policies, Compensation Plan, Section 5.15.4, Maximum Amount of Longevity. Payment shall be paid biweekly based on the current base rate of pay.

At the beginning of any fiscal year in which the number of Employees receiving lump-sum longevity pay becomes two (2) or less, the receipt of lump-sum Longevity pay ceases to exist and any remaining eligible Employee shall be placed on an adjusted biweekly salary schedule. As of July 1st, 2010, all Employees qualified to receive Longevity are on an adjusted biweekly salary schedule.

In the event that the County alters or amends the terms, conditions, method and/or calculations of the payment of Longevity pay currently set forth in its Personnel Policies, Compensation Plan, Section 5.15, Longevity Pay, under which eligible non-bargaining unit Employees participate, eligible bargaining unit Employees covered by this Article shall be afforded the same opportunity to participate on the same basis as non-bargaining unit Employees. Elected Officials Longevity is subject to NRS 245.044, except the Justice of the Peace whose Longevity is provided through County Ordinance and Resolution.

ARTICLE 36. PAY AND EXPENSES FOR EDUCATION, TRAINING & LICENSING

The Employer shall reimburse an Employee who must obtain a license/certification to advance through his/her job classification series or who must obtain a renewal or re-certification to maintain his/her current job for the license or certification or the renewal or re-certification fee. This shall be subject to prior review by the Employee's Supervisor and approval by the Personnel Director.

ARTICLE 37. EDUCATION INCENTIVE

Upon mutual agreement of the Employee and Employer, the Employee, subject to prior approval of the Employee's Supervisor and the Personnel Director, may pursue additional education. All mutual agreements that contain compensation and reimbursements must be in writing.

~~1. If the Employer mandates the education, the Employer shall pay all related costs~~

~~including compensation for the time spent in the class.~~

- ~~a. Training and education which is required for the Employee to maintain his/her licenses, certifications, and credentials for his/her current job classification, and which is necessary for the Employee to maintain the minimum qualifications for his/her current job classification, and which is approved by the Supervisor or Department Head, shall be paid for by the Employer and shall not be subject to the following provisions in this Article. Expenses shall include textbooks and other materials required for the required training and education. The Employee shall receive the regular rate of pay during training and education which takes place during the 40-hour workweek period.~~
- ~~2. If the education is optional, the Employer may elect to compensate by providing reimbursement for costs or paying all related costs and/or time spent in class. Prior mutual written agreement between the Employee, the Employee's Supervisor, and the Personnel Director is required.~~
 - ~~a. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.~~
 - ~~b. Only a Regular Full-Time Employee is eligible for reimbursement for course work after successful completion of the probationary period. Further eligibility may be determined by the Department Head and the Personnel Director.~~
 - ~~c. The Employer may provide up to three thousand dollars (\$3,000) Education assistance to the Employee for each fiscal year. There will be no reimbursement if the costs are assumed by any other institution, scholarship, or grant-in-aid. The Employee is responsible for providing proof that s/he completed the course with a minimum grade of "B" eighty percent (80%). If the course is of a nature such that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other official documentation showing satisfactory passage of the course.~~
 - ~~d. Education assistance shall include tuition, course fees, and required textbooks. Other items such as required calculators and lab tools may also be reimbursed in accordance with this Section when approved by the Department Head. While courses shall normally be taken on the Employee's own personal time, exceptions may be granted by the Department Head when the Employee's absence from work will cause no adverse impacts to his/her duties and other Employees in the workplace. The decision of the Department Head shall be subject to approval by the Personnel Director and County Manager.~~
 - ~~e. Employees who do not complete the course with a notice of "satisfactory", or grade of "B" eighty percent (80%) or better must reimburse the Employer for the full amount of the assistance provided.~~

- ~~f. Employees who voluntarily terminate their employment with the Employer (County) will be required to pay back the Employer for all optional education assistance exceeding one thousand dollars (\$1,000) provided by the Employer within the past five (5) years of employment. The amount owed will be deducted from funds owed to the Employee for Sick Leave and other extra pay reimbursement at termination. Funds owed will not be deducted from remaining payroll funds owed to the Employee. If there are insufficient funds to cover the required reimbursement, the Employee will be required to pay the Employer/ County the remaining amount owed within thirty (30) days of the date of termination.~~
- ~~g. Each Employee requesting Educational assistance shall complete and sign an Education Reimbursement Agreement that complies with the provisions of this Article.~~
- ~~h. If mutually agreed upon between the Employee, Department Head, Personnel Director, and the County Manager, additional Education assistance may be provided.~~

ARTICLE 38. UNIFORM ALLOWANCE.

- ~~1. The Employer shall reimburse Employees the cost of required uniform clothing. This shall include, but not be limited to, required shirts, jackets, and other clothing containing County logos, insignias, related lettering, etc. The cost for reimbursement shall be borne by the Department requiring the purchase or wearing of uniform clothing. Reimbursement shall be subject to receipts or other proof of purchase documentation.~~
- ~~2. The Employer will furnish such protective devices as goggles, safety shoes/boots, rubber boots and gloves, and all other equipment necessary to protect Employees from industrial injury and health hazards. The Employer will replace all protective devices on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated. All Safety equipment will conform to all current safety standards such as, but not limited to, OSHA, MSHA, etc.~~
- ~~3. The Employer shall provide all Regular Full-Time Employees in classified positions in Public Works roads, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) annually. This allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year; OR, upon agreement between the Employee and his/her Supervisor, the Employee may elect to be reimbursed up to a maximum of four hundred dollars (\$400.00) annually with provided receipts and prior agreement between him/her and the Supervisor.~~
- ~~4. Where steel toed or safety footwear is required for County duty, including requirements by OSHA or MSHA, the Employer will provide a footwear allowance to the Employee of up to one hundred fifty dollars (\$150.00) every two (2) years based upon receipts or other~~

documentation to reimburse the Employee for the difference in price between steel-toed equipment and footwear and similar acceptable footwear without steel-toe protection. The two (2) year period will be calculated from the date of the Employee last received a footwear reimbursement of the full one hundred and fifty dollars (\$150.00) or received that amount cumulatively; provided that the Employee will receive up to the full reimbursement at any time his/her steel-toed or safety footwear is damaged by work-related duty so as to render the footwear unserviceable (excluding normal wear and tear as determined by the Department Head or Supervisor). The Department Head or Supervisor shall identify the positions which are eligible for reimbursement. Footwear purchased under this Section must comply with applicable safety standards established by the County or with OSHA or MSHA standards.

5. Upon approval by the Supervisor, the Employer shall reimburse a Regular Full-Time Employee in a classified position in Public Works roads, water, or sewer, for the costs of repairing or replacing watches or prescription eye glasses/contact lenses which are lost, damaged, or stolen while the Employee is in the performance of his/her duties, provided that there is notification to the Supervisor within seven (7) business days. Reimbursement amounts shall be limited to the actual replacement value for prescription eyewear, and fifty dollars (\$50.00) per claim for watches. An Employee may only make a claim up to one hundred seventy five dollars (\$175.00) for each fiscal year.

ARTICLE 39. SENIORITY

1. ~~County Seniority.~~ County seniority shall be calculated on the basis of calendar days of continuous service since the date of hire for Employees hired on or before June 30, 2005. County seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of hire for Employees hired on or after July 1, 2005.
2. ~~Job classification seniority.~~ Job classification seniority shall be calculated on the basis of calendar days of continuous service since the date of appointment to the job classification for Employees hired on or before June 30, 2005. Job classification seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of appointment to the job classification for Employees hired on or after July 1, 2005.
3. ~~Break in service.~~ Occurs when an Employee resigns, is discharged for cause or retires. However, County seniority accrued prior to layoff shall be continued upon recall and reemployment. Job classification seniority may be continued provided the Employee is rehired into the same job classification. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into County service. Approved Leaves of Absence shall not be considered as breaks in service.

ARTICLE 40. LAYOFF & RECALL

The Employer shall determine the department that will be affected by layoff. The Employer shall determine reductions in staff levels that will have the least detrimental effect on department operations and will specify layoffs accordingly. County seniority will be ~~the~~ determining factor when identifying which Employee(s) are to be laid off.

LAYOFF:

1. ~~Notice to Union.~~ Whenever it is determined that a layoff of Employee(s) may occur because of lack of work or funds, the Personnel Officer shall give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period, to the Union at least seven (7) calendar days prior to the effective date of notification to Employees.
2. ~~Notice to Employee(s).~~ Employees to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.
3. ~~Sequence of layoff.~~ Within the job classification(s) selected for layoff within the departments, the following sequence of layoff shall occur:
 - a. Temporary and probationary Employees within the job classification selected for layoff shall be laid off first.
 - b. Thereafter, the Employee(s) with the least County seniority in the job classification(s) selected for layoff shall be laid off next.
 - c. Regular Employees shall be laid off only after those layoffs within Subsection (a) of this subsection have been exhausted.
4. Bumping rights shall be exercised in the following sequence of steps:
 - a. The Employee may replace an Employee in the same job classification, in another department, if the Employee has more County seniority than the Employee to be displaced.
 - b. If the Employee is unable to exercise bumping rights at Step (a), the Employee may replace an Employee in a lower job classification within the same job series in the same department, if the Employee has more County seniority than the Employee to be displaced.
 - c. If the Employee is unable to exercise bumping rights at Step (b), the Employee may replace an Employee in a lower job classification within another job series in the same or other department, if s/he has more County seniority than the Employee to be displaced and meets the minimum qualifications for the other position.

- i. ~~An Employee electing to exercise bumping rights shall assume the grade of the Employee being bumped and the step closest to the bumping Employee's existing salary at the time of the layoff.~~
- ii. ~~Any Employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within seven (7) calendar days of notification.~~
- iii. ~~Whenever it is determined that a layoff of Employees shall occur, the Employer agrees to supply current County seniority lists and job classification seniority lists to the Union for the jobs being affected.~~

~~RECALL:~~

1. ~~The name of an Employee who has been laid off shall be placed on the re-employment list and shall be recalled in the inverse order in which the Employee was laid off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the Employee is qualified and no new Employee will be hired until all qualified Employees on layoff status desiring to return to work shall have been offered the position. The Employee must provide the Employer with any address change while waiting for recall.~~
2. ~~Notice of recall will be made in writing by certified mail to the Employee's address of record.~~
3. ~~An Employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of recall.~~
4. ~~An Employee recalled to his former or equated job classification must report for reemployment on the date established by the Supervisor or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the notice of recall.~~
5. ~~An Employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall. In the event that an Employee accepts such a position, the Employee's name will be removed from the reemployment list.~~
6. ~~An Employee on layoff accrues no additional Sick Leave or Annual Leave. When an Employee is recalled from layoff and re-employed, s/he is considered to have continuous service credit for computation of future earned Annual Leave. Sick Leave will be reinstated in an amount equal to that as of the date of Employee's layoff provided; however, Sick Leave will not be reinstated if the Employee has been previously compensated for accrued, unused Leave upon layoff, unless the Employee fully reimburses Employer for buy-out.~~

7. ~~Employees on a re-employment list shall retain eligibility for recall for a period of eighteen (18) months from the date their name was placed on the list.~~
8. ~~Upon returning to his/her original job classification, an Employee shall retain his/her accrued time for Merit increase and Longevity if rehired within eighteen (18) months.~~

ARTICLE 41. FILLING OF VACANCIES

~~All vacancies and/or promotional vacancies shall be filled by candidates who meet the minimum requirements of the position, as established by the Employer prior to the opening.~~

~~Notice of all vacancies and/or promotional vacancies within the bargaining unit shall be given to all Employees of the County by posting such notice on bulletin boards and via email and/or fax within the County departments for a period of not less than fifteen (15) calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information:~~

1. ~~Title and job description of the position;~~
2. ~~All eligibility requirements including education, employment, training or experience criteria, and whether equivalent factors will be recognized;~~
3. ~~Whether preference or priority will be given to County Employees;~~
4. ~~Whether County or other seniority or length of service will be considered a factor, and if so, what weight will be given to such consideration in measuring or rating applicants;~~
5. ~~Whether there will be competitive testing, and if so, the date, time and place of the test; the nature and scope of the test subject matter, and any reference material or sources upon which the test is based.~~
6. ~~Whether the test will consist of written, oral and or physical demonstration components.~~

ARTICLE 42. PERSONNEL RECORDS

~~The Employer will maintain a personnel file on each Employee. The Employer shall maintain only one (1) set of files on each Employee; the personnel office shall maintain said files. Any Employee has the right to review his/her personnel file upon request to the Personnel Office. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file. However, an Employee may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the personnel office, which form shall be developed by the Personnel Office. Except as provided above, only those people working in the Personnel Office, and the Employee's Supervisor, shall have access to an Employee's files. In addition, the Employer's authorized attorney(s) shall have the right to access an Employee's files for legitimate personnel~~

~~purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.~~

~~Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for denial shall be provided to the Employee in writing.~~

~~Any materials placed in an Employee's file shall be copied to the Employee. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.~~

~~Any Employee under this policy, upon reviewing his/her personnel file who finds inaccurate or misleading material, may prepare and present to the Employee's Supervisor and Personnel Officer a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file. Consultation with and approval from the Supervisor or Personnel Officer is required prior to any action to remove material from a personnel file.~~

~~All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. No information from any Employee personnel file may be given to a business without written permission of the Employee.~~

~~Any person accessing an Employee's file shall sign a file entry roster unless the access is the normal day-to-day access made by Employees working in the personnel office.~~

~~ARTICLE 43. DISCIPLINE & DISCHARGE~~

~~As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline; however, in the case of a serious offense, an Employee may be summarily dismissed in the absence of a sequence of lesser discipline. No discipline shall be imposed except for just cause.~~

~~1. PERSONAL REPRIMAND—Notification administered by a Supervisor regarding a potential corrective action.~~

~~2. VERBAL WARNING—May be a documented corrective action per County policy. The documentation may remain in the Employee's personnel file for a period of no longer than twelve (12) months, after which time the Employee may request in writing to the Personnel Director that it be removed, provided that no other corrective action has been taken.~~

~~3. WRITTEN REPRIMAND—Written corrective or disciplinary action that may be administered by a Supervisor and shall document the cause for such action, in what manner the Employee's conduct was improper, the necessary corrective action, and that further disciplinary action may be taken if the Employee's conduct or performance is not corrected.~~

~~The Supervisor shall provide a copy of the warning letter to the Employee and ensure that the Employee signs one copy of the warning letter which shall be retained in the Employee's service record. A warning letter shall remain in the Employee's service record for a minimum period of eighteen (18) months, after which point the warning letter may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director.~~

~~4. SUSPENSION—In the event of the commission of a serious offense, the offending Employee may be suspended without pay for a period not to exceed thirty (30) calendar days, in accordance with the gravity of the offense and the previous record of the Employee. The Employer shall furnish the Employee with a written statement of the reasons and grounds for the suspension utilizing the Specificity of Charges. A suspension shall remain in the Employee's service record for a minimum period of twenty-four (24) months, after which the suspension may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director. Suspensions imposed for violations of Title VII or for violations of safety rules, regulations, laws, and/or procedures shall not be removed from the Employee's service record.~~

~~5. DEMOTION OR DISCHARGE—The Employer shall furnish the Employee with a written statement of the reasons and grounds for the demotion or discharge utilizing the Specificity of Charges.~~

~~6. SPECIFICITY OF CHARGES—All disciplinary actions imposing suspension, demotion or discharge shall be furnished to the Employee in writing and shall state the nature of the offense, the cause for such action, in what manner the Employee's conduct was improper, and the specific rule, regulation, ordinance, law or policy violated.~~

~~The Supervisor shall provide a copy of the Specificity of Charges to the Employee and ensure that the Employee signs one copy of the Specificity of Charges which shall be retained in the Employee's service record. The Employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the charge. If the Employee refuses to sign, a witness signature must be obtained.~~

~~7. DISPUTE OVER DISCIPLINE OR DISCHARGE—In the event that a dispute arises between the Employer and the Employee regarding the existence of good cause for the suspension of the Employee, or the demotion or discharge of the Employee, such dispute shall be adjudicated in accordance with Article 17 of this Agreement.~~

~~Suspension in excess of ten (10) working days, demotion, or discharge shall be effective upon the date stated in the Specificity of Charges and shall not be stayed by the filing of a grievance discipline unless the discipline is ultimately reversed. Reversal of a suspension in excess of ten (10) working days, demotion, or discharge shall result in reinstatement and an award of back pay to and including the effective date of discipline.~~

ARTICLE 44. INVOLUNTARY TRANSFERS

~~No Employee may be transferred for purposes of harassment or discipline. An Employee who believes s/he has been transferred for the purpose of harassment or discipline may file a grievance in accordance with Article 17 of this Agreement.~~

ARTICLE 45. POLYGRAPH EXAMINATIONS

~~No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other reprimand shall be taken against an Employee for refusing to submit to a polygraph examination. Testimony regarding whether an Employee refused to submit to a polygraph examination shall be limited to state that, "Storey County does not compel Employees to submit to polygraph examinations." This Article is limited in its application to current Regular Full-Time Employees and current Regular Part-Time Employees as defined in Article 3 of this Agreement, and is subject to all applicable State and Federal laws.~~

ARTICLE 46. BENEFITS INSURANCE

- ~~1. Employee eligibility for health insurance shall commence ninety (90) days after the hire date and to the first day of the next month.~~
- ~~2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full-Time Employees. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance for all Regular Full-Time Employees hired on or before June 30, 2005. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than forty (40) hours per workweek hired on or after July 1, 2005. Employer agrees to pay \$30,000 A & D of Employee for the term of this Agreement.~~
- ~~3. For Employees hired before July 1, 2014, the Employer agrees to pay the monthly premiums for health insurance for dependents (up to age 26) of Employees and spouses who are not eligible for any other health insurance coverage on the same percentage basis as Employer pays for the Employee. Effective May 1, 2012, if the Employee's spouse is eligible for any other health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty percent (50%) of the cost of the spouse's coverage.~~
 - ~~a. All Employees shall provide annual certification stating whether their spouses are eligible for any other health insurance coverage on a County provided affidavit.~~
 - ~~b. This Article shall be reopened for negotiation in 2014 in accordance with NRS 288 so that in the event that Storey County Sheriff's Office Employee's Association/ Operating Engineers Local Union No. 3 and/or Storey County Fire Fighters Association IAFF Local 4227, and/or any other collective bargaining unit recognized by the Employer negotiates~~

~~a higher level of spousal and/or dependent coverage than is provided in this Article, or that coverage is offered to any Employees excluded from coverage by Collective Bargaining Agreements (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.~~

~~4. For Employees newly hired on or after July 1, 2014, spouses and dependents are not eligible for Employer-paid health insurance coverage.~~

~~a. For the purposes of this Article, "newly hired" Employees shall not include: any Employee continuously employed by the County in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions) and whose position becomes or who moves to a position that is or becomes eligible for health insurance benefits; and any Employee who has had a break in service of no more than eighteen (18) months for any reason.~~

~~b. This Article shall be reopened for negotiation in 2014 in accordance with NRS 288 so that in the event that Storey County Sheriff's Office Employee's Association/ Operating Engineers Local Union No. 3 and/or Storey County Fire Fighters Association IAFF Local 4227, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage that is provided in this Article, or that coverage is offered to any Employees excluded from coverage by Collective Bargaining Agreements (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.~~

~~5. Employee may opt out of Employer-paid health insurance coverage and receive fifty percent (50%) of the premium the Employer would have paid for Employee only. Premium percentage will be paid to the Employee via payroll once per month and may be considered taxable income. Opt-out must be done annually during an open enrollment period.~~

~~6. The Employer shall allow one (1) representative from the Union to communicate with the Employer and participate in a representative advisory role with the Employer in decision making pertaining to changes to Employee health benefits, including medical, dental, and vision.~~

~~7. Legal Liability. NRS Chapter 41 shall apply to all represented Employees as appropriate.~~

ARTICLE 47. RETIREMENT

~~1. Retirement contributions. The Employer will pay retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of NRS Chapter 286 in respect to "Early Retirement."~~

~~2. Health insurance subsidy. The Employer shall pay monthly health insurance premiums for retirees as required under NRS Chapters 286 and 287. This payment shall be made regardless of the insurance provider elected by the retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to~~

~~pay if the retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program. Retirees not electing coverage with the insurance provider designated under the Public Employees' Benefits Program shall be responsible for the payment of any excess difference in cost for the coverage elected.~~

ARTICLE 48. EMERGENCY CLOSURE

~~In the event the County or a portion thereof closes due to a health, welfare, or safety issues, and such closure is authorized by the State or County Commissioners, Employees who are unable to report to work due to such official closure shall be paid up to five (5) working days per incident at their regular rate of pay per day. This Article shall not apply to Employees in classified positions in Public Works roads, water, sewer, Communications Series, and Information Technology Series.~~

ARTICLE 49. PREVAILING RIGHTS

~~All previous benefits including hours, wages, and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this Agreement, will not be diminished without mutual consent of the parties.~~

~~There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.~~

~~There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.~~

ARTICLE 50. PRIVATIZATION / SUBCONTRACTING

- ~~1. It is agreed that work normally done by bargaining unit Employees shall not be contracted out to non-Employees of the County so as to cause the number of Employees within the bargaining unit to fall below twenty-two (22) Employees.~~
- ~~2. It is agreed that work normally performed by bargaining unit Employees shall not normally be performed by non-bargaining unit Employees.~~
- ~~3. This Article shall not apply when bargaining unit Employees and/or adequate equipment are not available for work, when an immediate emergency exists, or when the provisions of this Article conflict with the provisions set forth in Article 18 of this Agreement.~~

ARTICLE 51. SUCCESSOR CLAUSE

- ~~1. Storey County agrees to negotiate with the Union, to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its County services prior to or upon any decision to consolidate, or any other form of placement or transfer. Nothing in this Article will~~

~~prevent Storey County from making any decisions to consolidate or any other form of placement or transfer to another entity.~~

- ~~2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise, in the location or place of business of either party.~~

ARTICLE 52. NO STRIKE / NO LOCKOUT

~~Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.~~

~~The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.~~

ARTICLE 53. SAVINGS CLAUSE

~~This Agreement is the entire Agreement of the parties. Should any provision of this Agreement be found to be in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.~~

ARTICLE 54. DURATION OF AGREEMENT

- ~~1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, 2013 through June 30, 2016.~~
- ~~2. Pursuant to NRS 288.150(w), this Agreement or any provision herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency severe enough in their impact to cause the following conditions:~~
 - ~~a. A revenue shortfall of greater than or equal to five percent (5%) below budgeted taxation revenues has occurred within the preceding fiscal year; AND~~
 - ~~b. The fiscal emergency is of a nature deemed critical enough to re-open any and all existing collective bargaining agreements which are in effect at the same time.~~

~~STOREY COUNTY~~ ~~STOREY COUNTY EMPLOYEE'S ASSOC.~~
~~AFSCME COMSTOCK CHAPTER~~

~~William "Bill" Sjevungen, Chairman~~

~~Tobi Whitten, President~~

~~Marshall McBride, Vice Chairman~~

~~Gerrie Honea, Vice President~~

~~Lance Gilman, Commissioner~~

~~Signed Commissioner Meeting June 18, 2013~~

~~APPROVED AS TO FORM:~~

~~William "Bill" Maddox, District Attorney~~

APPENDIX A. Storey County Job Classifications and Pay Grades

APPENDIX A

Current Classifications	Grade	Added or Changed
Administrative Clerk	110	11/28/2011
See Position Statements Also for Administrative Employees		
Administrative Assistant I	113	11/28/2011
Administrative Assistant II	116	11/28/2011
Administrative Assistant III	119	11/28/2011
Adm. Spec./Office Mgr	122	11/28/2011
Senior Administrative Spec	124	11/28/2011
Property Appraiser I	116	11/28/2011
Property Appraiser II	122	11/28/2011
Property Appraiser III	124	11/28/2011
GIS Coordinator	120	
Network Support Technician	116	6/28/2012
Network Support Technician II	124	7/1/2011
Communications Specialist	113	6/28/2012
Communications Specialist II	116	6/28/2012
Senior Communication Specialist	119	6/28/2012
Building Inspector I	113	
Building Inspector II	122	
Building Inspector III	126	
Planner	122	
Auto & Equip Tech I	113	
Auto & Equip Tech II	116	
Custodial Maintenance Worker	110	
Maintenance Worker I/II-CDL	116	
Maintenance Worker I/II-CDL	119	
Senior Maintenance Worker CDL	121	
Road Maintenance Foreman	127	
Treatment Plant Operator	119	
Treatment Plant Operator II	127	
Deputy Director of Public Works	132	
Visitor Liaison	110	6/28/2012

(Appendix A continued)

General Salary Schedule										
Attachment A		ANNUAL SALARY 7/1/2013 through 6/30/2014								
Step	1	2	3	4	5	6	7	8	9	10
Grade										
110	31,724.14	32,834.50	33,983.72	35,173.13	36,404.21	37,678.34	38,997.11	40,361.99	41,774.66	43,236.78
113	34,163.43	35,359.18	36,596.74	37,877.62	39,203.35	40,575.46	41,995.62	43,465.74	44,986.74	46,561.29
116	36,790.28	38,077.97	39,410.69	40,790.04	42,217.17	43,693.33	45,224.69	46,812.53	48,445.81	50,141.42
119	39,619.11	41,005.81	42,441.01	43,926.42	45,463.88	47,055.09	48,702.04	50,406.58	52,170.84	53,996.82
120	40,609.59	42,030.95	43,502.03	45,024.59	46,600.47	48,231.47	49,919.60	51,666.75	53,475.11	55,346.74
122	42,665.45	44,156.76	45,704.32	47,303.95	48,959.62	50,673.18	52,446.78	54,282.38	56,182.28	58,148.67
124	44,825.38	46,348.29	47,918.10	49,549.02	51,238.20	52,983.51	54,794.98	56,673.68	58,620.51	60,646.44
126	47,094.66	48,664.11	50,289.02	51,972.72	53,724.26	55,543.72	57,431.44	59,397.84	61,442.74	63,568.88
127	48,272.03	49,961.56	51,710.25	53,520.08	55,393.32	57,332.06	59,342.19	61,415.53	63,555.10	65,769.88
128	49,478.83	51,210.62	53,003.00	54,858.09	56,778.16	58,765.36	60,822.19	62,950.91	65,154.23	67,434.63
129	50,715.81	52,490.88	54,328.08	56,229.54	58,197.61	60,234.50	62,342.75	64,524.68	66,783.09	69,120.49
130	51,983.70	53,803.15	55,686.28	57,635.48	59,652.55	61,740.37	63,901.32	66,133.80	68,442.67	70,848.51
131	53,283.29	55,146.23	57,076.48	59,076.57	61,143.86	63,283.84	65,498.85	67,791.24	70,163.98	72,619.72
132	54,615.37	56,520.93	58,505.39	60,553.06	62,672.45	64,865.97	67,136.32	69,486.02	71,928.09	74,435.21
133	55,980.75	57,940.10	59,966.03	62,064.90	64,239.26	66,491.62	68,814.73	71,223.17	73,716.04	76,296.09
134	57,380.27	59,388.60	61,467.23	63,618.73	65,845.74	68,149.81	70,535.10	73,003.76	75,558.95	78,203.49
135	58,814.78	60,873.31	63,003.91	65,209.06	67,491.37	69,853.56	72,298.48	74,828.85	77,447.93	80,158.58
136	60,285.15	62,399.14	64,579.01	66,835.26	69,178.65	71,599.90	74,105.94	76,699.57	79,384.12	82,162.54
137	61,792.28	63,955.02	66,193.48	68,510.25	70,918.84	73,339.90	75,928.58	78,512.06	81,186.73	83,922.02
138	63,337.09	65,553.90	67,848.32	70,223.00	72,688.72	75,224.64	77,837.55	80,532.49	83,322.94	86,207.02
139	64,920.52	67,192.74	69,544.53	71,978.57	74,491.84	77,085.88	79,763.08	82,529.05	85,388.02	88,340.08
140	66,543.54	68,872.56	71,283.14	73,778.04	76,361.29	78,932.88	81,599.08	84,365.98	87,229.21	90,189.08
141	68,207.12	70,594.37	73,065.22	75,622.49	78,269.30	80,909.04	83,644.06	86,478.53	89,415.85	92,459.38
142	69,912.30	72,359.23	74,891.85	77,513.05	80,226.04	83,035.93	85,940.16	88,947.99	92,061.74	95,283.37
143	71,660.11	74,168.21	76,764.14	79,450.57	82,231.69	85,109.78	88,088.67	91,171.69	94,362.77	97,665.46
144	73,451.62	76,022.42	78,685.24	81,443.16	84,287.48	87,223.52	90,259.89	93,405.98	96,721.84	100,107.09
145	75,287.90	77,922.97	80,650.32	83,473.09	86,394.66	89,418.45	92,548.16	95,783.26	99,139.88	102,609.78
146	77,170.10	79,871.05	82,666.57	85,558.92	88,554.53	91,653.92	94,862.87	98,181.95	101,618.38	105,175.03
147	79,099.35	81,867.82	84,733.24	87,698.92	90,768.39	93,945.26	97,233.42	100,636.49	104,158.84	107,804.40
148	81,076.83	83,914.51	86,851.57	89,891.39	93,037.61	96,293.90	99,664.25	103,152.41	106,762.81	110,499.51
149	83,103.76	86,012.38	89,022.71	92,138.67	95,365.34	98,701.24	102,155.86	105,737.72	109,451.88	113,261.99
150	85,181.53	88,162.69	91,242.44	94,422.14	97,747.93	101,168.77	104,709.75	108,374.70	112,162.68	116,093.54
151	87,310.89	90,366.76	93,499.64	96,803.19	100,191.33	103,697.99	107,327.50	111,083.81	114,971.67	118,995.88
152	89,493.66	92,625.92	95,867.88	99,223.77	102,696.11	106,290.45	110,010.69	113,860.96	117,846.17	121,970.78
153	91,731.00	94,941.57	98,264.38	101,703.85	105,263.51	108,947.71	112,760.99	116,707.48	120,782.33	125,020.05
154	94,024.27	97,315.71	100,721.20	104,246.45	107,899.10	111,671.41	115,579.98	119,623.17	123,812.14	128,145.56
155	96,374.88	99,747.96	103,239.23	106,852.61	110,592.48	114,463.19	118,469.48	122,615.80	126,907.44	131,349.19
156	98,784.26	102,211.68	105,820.21	109,523.93	113,357.29	117,324.77	121,431.21	125,681.20	130,080.13	134,632.92
157	101,253.86	104,797.72	108,465.71	112,262.03	116,191.23	120,278.89	124,467.00	128,823.23	133,332.14	137,998.75
158	103,785.20	107,411.66	111,177.35	115,068.58	119,096.01	123,284.34	127,578.67	132,043.80	136,665.43	141,448.71
159	106,339.84	110,103.10	113,956.79	117,945.29	122,073.41	126,345.94	130,768.14	135,344.90	140,082.07	144,984.93
160	108,939.47	112,855.69	116,805.71	120,893.93	125,125.25	129,504.59	134,037.34	138,728.53	143,584.11	148,609.55

General Salary Schedule

APPENDIX B. Performance Review Policy.

Contact the Personnel Office for the most recent Performance Review Policy.

Union and County Proposals and Counter-Proposals
2016 Bargaining Session

Classification	2014/16 Current Grade	2-Jun County Proposed Grade	2-Jun Union Proposed Grade	Agree Union- County Agree	Notes
Administrative Clerk	110	delete	delete	0	
Administrative Assistant I	113	105	113	110	
Administrative Assistant II	116	109	116	116	
Administrative Assistant III	119	118	119	119	
Administrative Assistant Office Manager	122**	122	124	122	
Administrative Assistant Senior	124**	124	126	124	
Management Analyst I	Exempt	0	129	0	Exempt - not in CBA
Management Analyst II	Exempt	0	139	0	Exempt - not in CBA
Management Analyst Senior	new	0	TBD	0	Exempt - not in CBA
Administrative Analyst I	new	0	0	126	New position
Administrative Analyst Senior	new	0	0	130	New position
Property Appraiser-I	0	0	delete	0	
Property Appraiser Trainee	113	110	113	113	
Property Appraiser I	116	116	116	116	
Property Appraiser II	122	119	122	119	
Property Appraiser-III Senior	126	123	130	123	
Property Appraiser Lead Senior	new	0	132	126	
Visitor Liaison	110	105	110	0	
Tourism Assistant	110	105	110	110	
Planner I	124	121	121	121	
Planner II	128	130	128	130	
Planner Senior	Exempt	0	132	0	
GIS Coordinator	120	120	120	120	

Union and County Proposals and Counter-Proposals
2016 Bargaining Session

	2014/16	2-Jun	2-Jun	24-Aug	
Building Inspector + Trainee	113	113	113	113	
Building Inspector Plans Examiner + I	119	121	116	119	
Building Inspector Plans Examiner + II	124	126	121	123	
Building Inspector + III	none	125	125	0	
Building Inspector Plans Examiner Senior	128	0	128	127	
Building Inspector Plans Examiner Lead Senior	0	0	132	130	
Fire Prevention Officer	122	122	122	122	
Fire Prevention Officer + Plans Examiner Senior	128	128	128	128	
Network Support Technician I	116	110	116	116	
Network Support Technician II	124	124	124	119	
Network Administrator	127	130	127	128	
Network Administrator Lead Senior	new	0	132	130	
Communications Specialist + Trainee	113	113	113	113	
Communications Specialist + I	116	116	116	116	
Communications Specialist Senior II	119	119	119	119	
Communications Specialist + III	none	119	122	0	
Communications Specialist Senior	119	124	126	122	
Communications Specialist Lead Senior	new	0	130	126	
Auto & Equipment Technician Trainee	new	0	110	0	none
Auto & Equipment Technician I	116	110	116	116	CDL
Auto & Equipment Technician II	122	122	122	122	CDL
Auto & Equipment Specialist Senior	new	126	0	126	CDL
Facilities Custodial Maint. Worker I	110	105	110	110	CDL Incentive
Facilities Custodial Maint. Worker II	113	108	113	114	CDL Incentive
Facilities Custodial Maint. Worker + Senior	new	111	116	118	CDL Incentive
Facilities Custodial Maint. Coordinator Lead Senior	122ex	119	119	124	CDL Incentive

Union and County Proposals and Counter-Proposals
2016 Bargaining Session

	2014/16	2-Jun	2-Jun	18-Aug	
Facilities-Custodial Maint. I (CDL)	new	0	113	0	
Facilities-Custodial Maint II (CDL)	new	0	116	0	
Facilities-Custodial Maint III (CDL)	new	0	119	0	
Facilities-Custodial Maint Coordinator (CDL)	new	0	122	0	
Maintenance Worker-H. Equipment Operator I	116	107	110	116	CDL 1 yr./WaterTreat I yr.
Maintenance Worker-H. Equipment Operator II	119	116	116	119	CDL/Water I
Maintenance Worker-H. Equipment Operator Sen.	new	0	0	124	CDL/Water I
Red. Maintenance Worker-H. Equip. Op. Foreman L.S.	127	0	127	126	CDL/Water I
Maintenance Worker I (CDL)	116	109	116	0	
Maintenance Worker II (CDL)	119	118	119	0	
Maintenance Worker Senior (CDL)	121	124	124	0	
Treatment Plant Operator I	113	113	113	113	CDL Incentive
Treatment Plant Operator II	127	122	122	122	CDL Incentive
Treatment Plant Operator III	new	129	129	128	CDL Incentive
Treatment Plant Operator I (CDL)	new	0	119	0	
Treatment Plant Operator II (CDL)	new	0	127	0	
Treatment Plant Operator III (CDL)	new	0	131	0	
Treatment Plant Operator Senior (CDL)	new	0	133	0	
Treatment Plant Operator Lead Senior (CDL)	new	0	135	130	

Notes:

Any employee supervising one or more subordinate employees shall be considered in Unit B, regardless of what is shown in this chart.

Red strike-out indicates where union and county agree to remove a classification and/or language. Other proposed removals are shown as "delete" in the table.

* All Public Works Series earn (5)% premium for possessing a Commercial Driver License, unless the job description requires a CDL.

REGIONAL COMPARISON OF CBAs

Storey, Lyon, Churnell, Douglas, Carson, Washoe, Reno, Sparks
2016-17 Contract Periods General Employees Association

Status	County	Salary Start (\$5,000 Hypothetical midpoint)	Longevity	Merit Steps	Merit Step (add to base)	COLA (add to base)	Health Ins. % emp. only	Health Ins. % depend.	Health Ins. Amount & Type	Holiday Worked Day Off (x 48 hrs.)	Holiday Worked Overtime (x 48 hrs.)	Holiday Not Worked (not added)	Shift Off (x 48 hrs.)	Call-back (x 4 hrs.)	Stand-by (per hr.)	Comp time for OT	TOTAL CBA VALUE Hypothetical Model Employee earning 45,000/yr. at midpoint.
2013-16 CBA	Storey (Hired before July 1, 2014)	\$ 45,000.00	Variable	0	3.5%	2% for capped yr.2	100%	100%	PPO \$20,547	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	5% base	2.00/hr.	3.00/hr.	Yes	\$ 82,285
2013-16 CBA	Storey (Hired after July 1, 2014)	\$ 45,000.00	Variable	0	3.5%	2% for capped yr.2	100%	0	PPO \$5,628	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	5% base	2.00/hr.	3.00/hr.	no	\$ 68,366
2015-18 CBA	Storey (Hired before July 1, 2014)	\$ 45,000.00	Variable	0	3.5%	2% for capped yr.2	100%	100%	PPO \$20,547	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	3% base	2.00/hr.	3.00/hr.	Yes	\$ 85,903
2015-18 CBA	Storey (Hired after July 1, 2014)	\$ 45,000.00	Variable	0	3.5%	2% for capped yr.2	100%	0	PPO \$6,628	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	3% base	2.00/hr.	3.00/hr.	Yes	\$ 71,384
	Lyon	\$ 45,000.00	Variable	16	2.5%	1%	100%	100%	PPO \$9,504	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	5% base	2.00/hr.	3.00/hr.	Yes	\$ 72,222
	Douglas	\$ 45,000.00	Variable	0	perfor. based	4.0%	100%	cash portion	PPO \$10,296	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	5% base	2.00/hr.	3.00/hr.	Yes	\$ 74,647
	Carson	\$ 45,000.00	Variable	0	perfor. based	5.5%	100%	65%	HMO \$15,828	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	5% base	2.00/hr.	3.00/hr.	Yes	\$ 87,572
	Washoe	\$ 45,000.00	Variable	0	3% (2015)	5.0%	100%	50%	HMO \$15,462	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	5% base	2.00/hr.	3.00/hr.	Yes	\$ 96,069
	Reno	\$ 45,000.00	Variable	0	5.0%	none	100%	50%	HMO \$11,584	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	5% base	2.00/hr.	3.00/hr.	Yes	\$ 96,998
	Sparks	\$ 45,000.00	Variable	0	perfor. based	5.0%	100%	75%	PPO \$15,736	2.5 pay (x 48 hrs.)	2.5 pay (x 48 hrs.)	1.0 pay (x 48 hrs.)	5% base	2.00/hr.	3.00/hr.	Yes	\$ 86,645
2013-16 CBA	Storey (Hired before July 1, 2014)	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 5,000	0	0	5% base	0	0	0	0	0	0	\$ 3,000
2013-16 CBA	Storey (Hired after July 1, 2014)	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 5,000	0	0	5% base	0	0	0	0	0	0	\$ 3,000
2015-18 CBA	Storey (Hired before July 1, 2014)	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 5,000	0	0	5% base	0	0	0	0	0	0	\$ 3,000
2015-18 CBA	Storey (Hired after July 1, 2014)	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 5,000	0	0	5% base	0	0	0	0	0	0	\$ 3,000
	Lyon	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 3,500	0	0	5% base	0	0	0	0	0	0	\$ 3,000
	Douglas	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 3,500	0	0	5% base	0	0	0	0	0	0	\$ 3,000
	Carson	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 3,500	0	0	5% base	0	0	0	0	0	0	\$ 3,000
	Washoe	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 3,500	0	0	5% base	0	0	0	0	0	0	\$ 3,000
	Reno	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 3,500	0	0	5% base	0	0	0	0	0	0	\$ 3,000
	Sparks	120 hrs./yr.	399 hrs.	120 hrs./yr.	120 hrs./yr.	960 hrs.	\$ 3,500	0	0	5% base	0	0	0	0	0	0	\$ 3,000

Sick and Annual Leave buyout at termination shown below are not included in total above.

Storey:	sick \$5,000	annual \$114	total \$51,114
Douglas:	sick \$5,000	annual \$114	total \$51,114
Lyon:	sick \$5,000	annual \$114	total \$51,114
Carson:	sick \$5,000	annual \$114	total \$51,114
Washoe:	sick \$5,000	annual \$114	total \$51,114
Reno:	sick \$5,000	annual \$114	total \$51,114
Sparks:	sick \$5,000	annual \$114	total \$51,114



Storey County Board of County Commissioners Agenda Action Report

Meeting date: November 1, 2016

Estimate of time required: 5 minutes

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of Resolution 16-449, a resolution to direct the County Assessor to prepare a list of all the taxpayers on the secured roll in the County pursuant to NRS 361.300 (3)

2. **Recommended motion - Approval**

3. **Prepared by:** Tobi Whitten

Department: Assessor's Office

Telephone: 847-0961

4. **Staff summary:** Please see attached proposed resolution. There are significant cost savings in providing the tax roll per NRS 361.300(3) via an internet website vs. publication of the list in a local newspaper or mailing the list to each taxpayer in the County.

5. **Supporting materials:** NRS 361.300 Time and manner for completion of secured tax roll; list of taxpayers and valuations; notice of assessed valuation. [Effective July 1, 2016.]

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: **Assessor's Office**

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 12

RESOLUTION 16-449

A RESOLUTION REQUIRING THE COUNTY ASSESSOR TO PREPARE A LIST OF ALL TAXPAYERS ON THE SECURED ROLL IN STOREY COUNTY AND THE TOTAL VALUATION OF PROPERTY ON WHICH THEY SEVERALLY PAY TAXES

WHEREAS, pursuant to NRS 361.300, each board of county commissioners shall by resolution, before December 1 of any fiscal year in which assessment is made, require the county assessor to prepare a list of all taxpayers on the secured roll in the County and the total valuation of property on which they severally pay taxes and direct the county assessor to cause, on or before January 1 of the fiscal year in which assessment is made, such list and valuations to be: printed and delivered by the county assessor or mailed by him or her to each taxpayer in the county; or published once in a newspaper of general circulation in the county; or published on an internet website that is maintained by the county assessor or, if the county assessor does not maintain an internet website, on an internet website that is maintained by the county; and to cause such list and valuations to be posted in a public area of the public libraries and branch libraries located in the county, to be posted at the office of the county assessor; and, if the list and valuations are printed and delivered or mailed to each taxpayer in the county or published in a newspaper of general circulation in the county, then the list and valuations must be published on an internet website that is maintained by the county assessor or, if the county assessor does not maintain an internet website, on an internet website that is maintained by the county. The county assessor shall further be directed, in a county whose population is less than 100,000, to make not fewer than 10 copies of such list and valuations available to the public free of charge during normal business hours at the main administrative office of the county for at least 60 days after the date on which the list and valuations are made available to the public as provided above; and if the county assessor publishes the list and valuations on an Internet website that is maintained by the county assessor or the county, to provide notice in a newspaper of general circulation in the county, four times each year which:

1. Indicates that the list and valuations have been made available to the public on the Internet website maintained by the county assessor or the county;
2. Provides the address of the internet website on which the list and valuations may be accessed or retrieved; and
3. Is displayed in the format used for advertisements and printed in at least 10-point bold type or font.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Storey County as follows: That the County Assessor prepare a list of all taxpayers on the secured roll in the County and the total valuation of property on which they severally pay taxes and cause such list and valuations to be printed and delivered by the County Assessor or mailed by her on or before January 1, 2017, to each taxpayer in the County; or published once on or before January 1, 2017, in a newspaper of general circulation in the County; or published on the Storey County website; and to cause such list and valuations to be posted in a public area of the public libraries and branch libraries located in Storey County, to be posted at the office of the County Assessor; and if the list and valuations are printed and delivered or mailed or published in a newspaper of general circulation, to be published on the Storey County website. The Assessor is further directed to make not fewer than 10 copies of such list and valuations available to the public free of charge during normal business hours at the main administrative office of the County, i.e., the Storey County Courthouse located at 26 S. B Street in Virginia City, Nevada

for at least 60 days after the date on which the list and valuations are made available to the public; and if the county assessor publishes the list and valuations on the Storey County website, to provide notice in a newspaper of general circulation in the County, on or before January 1, 2017 which:

1. Indicates that the list and valuations have been made available to the public on the Internet website maintained by Storey County;
2. Provides the address of the Internet website on which the list and valuations may be accessed or retrieved; and
3. Is displayed in the format used for advertisements and printed in at least 10-point bold type or font.

ADOPTED this _____ day of _____, 2016

BOARD OF COMMISSIONERS OF STOREY COUNTY

By: _____
Marshall McBride, Chairman

ATTEST:

Vanessa Stephens, County Clerk/Treasurer

NRS 361.300 Time and manner for completion of secured tax roll; list of taxpayers and valuations; notice of assessed valuation. [Effective July 1, 2016.]

1. On or before January 1 of each year, the county assessor shall transmit to the county clerk, post at the front door of the courthouse and publish in a newspaper published in the county a notice to the effect that the secured tax roll is completed and open for inspection by interested persons of the county. A notice issued pursuant to this subsection must include a statement that the secured tax roll is available for inspection as specified in paragraph (b) of subsection 3. The statement published in the newspaper must be displayed in the format used for advertisements and printed in at least 10-point bold type or font.

2. If the county assessor fails to complete the assessment roll in the manner and at the time specified in this section, the board of county commissioners shall not allow the county assessor a salary or other compensation for any day after January 1 during which the roll is not completed, unless excused by the board of county commissioners.

3. Except as otherwise provided in subsection 4, each board of county commissioners shall by resolution, before December 1 of any fiscal year in which assessment is made, require the county assessor to prepare a list of all the taxpayers on the secured roll in the county and the total valuation of property on which they severally pay taxes and direct the county assessor:

(a) To cause, on or before January 1 of the fiscal year in which assessment is made, such list and valuations to be:

(1) Printed and delivered by the county assessor or mailed by him or her to each taxpayer in the county;

(2) Published once in a newspaper of general circulation in the county; or

(3) Published on an Internet website that is maintained by the county assessor or, if the county assessor does not maintain an Internet website, on an Internet website that is maintained by the county; and

(b) To cause, on or before January 1 of the fiscal year in which assessment is made, such list and valuations to be:

(1) Posted in a public area of the public libraries and branch libraries located in the county;

(2) Posted at the office of the county assessor; and

(3) If the list and valuations are printed and delivered or mailed pursuant to subparagraph (1) of paragraph (a) or published in a newspaper of general circulation pursuant to subparagraph (2) of paragraph (a), published on an Internet website that is maintained by the county assessor or, if the county assessor does not maintain an Internet website, on an Internet website that is maintained by the county;

(c) In a county whose population is less than 100,000, to make not fewer than 10 copies of such list and valuations available to the public free of charge during normal business hours at the main administrative office of the county for at least 60 days after the date on which the list and valuations are made available to the public pursuant to paragraph (b); and

(d) If the county assessor publishes the list and valuations on an Internet website that is maintained by the county assessor or the county pursuant to subparagraph (3) of paragraph (a), to provide notice in a newspaper of general circulation in the county, on or before January 1 of the fiscal year in which assessment is made, which:

(1) Indicates that the list and valuations have been made available to the public on the Internet website maintained by the county assessor or the county;

(2) Provides the address of the Internet website on which the list and valuations may be accessed or retrieved; and

(3) Is displayed in the format used for advertisements and printed in at least 10-point bold type or font.

4. A board of county commissioners may, in the resolution required by subsection 3, authorize the county assessor not to deliver or mail the list, as provided in subparagraph (1) of paragraph (a) of

subsection 3, to taxpayers whose property is assessed at \$1,000 or less and direct the county assessor to mail to each such taxpayer a statement of the amount of his or her assessment. Failure by a taxpayer to receive such a mailed statement does not invalidate any assessment.

5. The several boards of county commissioners in the State may allow the bill contracted with their approval by the county assessor under this section on a claim to be allowed and paid as are other claims against the county.

6. Whenever:

(a) Any property on the secured tax roll is appraised or reappraised pursuant to NRS 361.260, the county assessor shall, on or before December 18 of the fiscal year in which the appraisal or reappraisal is made, deliver or mail to each owner of such property a written notice stating the assessed valuation of the property as determined from the appraisal or reappraisal. A notice issued pursuant to this paragraph must include a statement that the secured tax roll will be available for inspection on or before January 1 as specified in paragraph (b) of subsection 3 and subparagraph (3) of paragraph (a) of subsection 3, if applicable, and must specify the locations at which the secured tax roll will be available for inspection, including the address of the Internet website on which the secured tax roll may be accessed or retrieved. If such a statement is published in a newspaper, the statement must be displayed in the format used for advertisements and printed in at least 10-point bold type or font.

(b) Any personal property billed on the unsecured tax roll is appraised or reappraised pursuant to NRS 361.260, the delivery or mailing to the owner of such property of an individual tax bill or individual tax notice for the property shall be deemed to constitute adequate notice to the owner of the assessed valuation of the property as determined from the appraisal or reappraisal.

7. If the secured tax roll is changed pursuant to NRS 361.310, the county assessor shall mail an amended notice of assessed valuation to each affected taxpayer. The notice must include:

(a) The information set forth in subsection 6 for the new assessed valuation.

(b) The dates for appealing the new assessed valuation.

8. Failure by the taxpayer to receive a notice required by this section does not invalidate the appraisal or reappraisal.

9. In addition to complying with subsections 6 and 7, a county assessor shall:

(a) Provide without charge a copy of a notice of assessed valuation to the owner of the property upon request.

(b) Post the information included in a notice of assessed valuation on a website or other Internet site, if any, that is operated or administered by or on behalf of the county or the county assessor.

[13:344:1953; A 1955, 327] — (NRS A 1967, 957; 1975, 67; 1981, 791; 1991, 1425; 2003, 2762; 2005, 1506; 2009, 1218; 2011, 3522; 2015, 2711, 2714, effective July 1, 2016)



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11-1-16

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Business License Second Readings -- Approval

2. **Recommended motion:** Approval

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to Commission Meeting. The business licenses are then printed and mailed to the new business license holder.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** None

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 14

Storey County Community Development

Business Licensing

P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • buslic@storeycounty.org

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

October 24, 2016
Via email

Please add the following item(s) to the **November 1, 2016**, COMMISSIONERS Agenda:

Storey County Building Department has inspected and found that the following businesses meet code requirements necessary to operate in the county:

LICENSING BOARD SECOND READINGS

- A. **LEGACY FIRE SERVICES, LLC.** – Contractor / 1380 Greg Street ~ Sparks (fire protection contractor)
- B. **MORROW EQUIPMENT COMPANY, LLC** – Contractor / 3218 Pringle Rd ~ Salem, OR (cranes/hoists)
- C. **SWFL, INC., dba Filament** – Contractor / 100 North Arlington ~ Reno (wireless sensor network)
- D. **BOMBARD ELECTRIC, LLC** – Contractor / 3570 W. Post Rd ~ Las Vegas (electrical contractor)
- E. **MUNDIAL GROUP, INC.** – Contractor / 81 Bairn ~ Silverlake, WA (quality control)
- F. **RENOWN REGIONAL MEDICAL CENTER** – Nonprofit / 1155 Mill Street ~ Reno (home care)
- G. **BEAR COMMUNICATIONS, INC., dba Bearcom** – Contractor / 5720 Arville St ~ Las Vegas (telecomm)
- H. **ERICSSON, INC.** – Contractor / 6300 Legacy Dr ~ Plano, TX (telecomm)
- I. **PINWIDDIE-HINES CONSTRUCTION, INC dba DH of Nevada** – Contractor / 1105 Freeport ~ Sparks (general contractor)
- J. **AECOM TECHNICAL SERVICES, INC.** – Professional / 1 East 1st St ~ Reno (engineering consultant)
- K. **M2 TRANSPORT** – General / 1230 Westfield ~ Reno (transportation)
- L. **FIGUEROA'S CLEANING dba Figueroa's Cleaning** – General / 5945 W Vanger Rd ~ Reno (cleaning)
- M. **ENVIRONMENTAL SPRAY SYSTEMS, INC.** – Contractor / 7114 Convoy Ct ~ San Diego (equipment)
- N. **B&J, INC.** – Contractor / 599 E Nugget Ave ~ Sparks (machine shop)
- O. **D. W. NICHOLSON CORP** – Contractor / 24747 Clawiter Rd ~ Hayward, CA (equipment)
- P. **ARELLANO HEATING & AIR CONDITIONING LLC** – Contractor / 32 S. Main ~ Yerington (cont.)
- Q. **G&G BUILDING SERVICES, INC.** – Contractor / PO Box 20851 ~ Greenfield, WI (equipment)
- R. **DPR CONSTRUCTION, A GENERAL PARTNERSHIP** – Professional / 1450 Veterans Blvd ~ Redwood City, CA (consulting)
- S. **HORIZON COMMUNICATIONS TECHNOLOGIES** – Contractor / 30 Fairbanks ~ Irvine, CA (low voltage contractor)
- T. **CHEWY, INC.** – General / 385 Milan (ecommerce, fulfillment) **TRI**
- U. **SSUSA WEST, LLC** – General / 470 East Sydney (steam sterilization of herbs/spices) **TRI**
- V. **AQUA METALS RENO, INC.** – General / 2500 Peru Drive (battery recycling facility) **TRI**

Inspection Required

cc: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Comm. Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Fritz Klingler, Fire Dept.

Sheriff's Office
Commissioners' Office
Assessor's Office