



# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

6/21/2022 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

## AMENDED AGENDA

**This meeting will be held in person and the public is welcome to attend.**

Storey County Board of County Commissioners are hosting a teleconference meeting this month. Members of the public who wish to attend the meeting remotely, may do so by accessing the following meeting on Zoom.com. Public comment may be made by communication through zoom.

**\*Join Zoom Meeting:**

<https://us02web.zoom.us/j/83946331479>

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**For additional information or supporting documents please contact the  
Storey County Clerk's Office at 775-847-0969.**

**JAY CARMONA**  
**CHAIRMAN**

**ANNE LANGER**  
**DISTRICT ATTORNEY**

**CLAY MITCHELL**  
**VICE-CHAIRMAN**

**LANCE GILMAN**  
**COMMISSIONER**

**DOREAYNE NEVIN**  
**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, Storey County Highway Board and the Storey County Liquor and Licensing 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. 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. 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. 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. CALL TO ORDER CLOSED SESSION MEETING AT 9:15 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 COMSTOCK CHAPTER, AFSCME LOCAL 4041**

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 Comstock Chapter, AFSCME Local 4041. This meeting will begin at 9:15 a.m. immediately before the general meeting of the Board of Storey County Commissioners.

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

**3. PLEDGE OF ALLEGIANCE**

**4. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the June 21, 2022 Agenda.

**5. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of amended minutes from March 1, 2022 to correct the date of the meeting from March 15, 2022 to March 1, 2022.

**6. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the minutes for the May 3, 2022 meeting.

**7. CONSENT AGENDA FOR POSSIBLE ACTION:**

I Approval of claims in the amount of \$1,170,703.66

II For possible action, approval of business license first readings:

- A. Bitcoin Depot - Out of County / 2870 Peachtree Rd. NW # 327 ~ Atlanta, GA
- B. H & D Construction, LLC - Contractor / 1755 E. Plumb Ln # 170 ~ Reno, NV

C. Ironclad Electric – Contractor / 4690 Longley Ln. Ste 32 ~ Reno, NV  
D. Stord Warehousing LLC – General / 727 Milan Ste. 300 ~ Sparks, NV  
E. The Hungry Miners Kitchen – General / 355 N. F St. ~ Virginia City, NV

- III Business Personal Property Acct # CM001570 Trivium Packaging. Refund in the amount of \$4,439.33 due to incorrect year life on several assests.
- IV Business Personal Property Acct #CM000232 KTVN. 2021-22 tax bill in the amount of \$1,690.48 needs to be deleted. They did not report they sold the tower until after they received their bill. We re-billed the tower on Business Personal Property Acct. #CM000251.
- V Business Personal Property Acct #CM000089 MRB Holding dba Burger King. Refund in the amount of \$5,477.49 for 2020-21 tax bill, and \$6,090.20 for 2021-22 tax bill. Received a declaration for 2020-21 with Leasehold improvements with no breakdown. They requested a corrected bill for the 2020-21 bill, but when asked for a breakdown of the Leaseholds we never heard back. Same issue this year for the 2021-22 tax bill, but once they received their bill
- VI Business Personal Property Acct # DC000030 iBridge Cloud Solutions. Delete 2021-22 tax bill in the amount of \$17,181.79
- VII Business Personal Property Acct #CM001174 F&P Construction. Tax Bill correction in the amount of -\$38,710.21 F&P Construction did not file a Declaration again for the 2021-22 tax year. We billed them with an estimate and penalties per NRS. Once they received their bill they called to say they didn't have most of the equipment they were billed for and asked for a correction
- VIII : Consideration and possible approval of Personnel Policies: 701, Health Insurance Coverage; 702, Life Insurance Coverage; and 704, Retiree Health Benefits.

- 8. **PUBLIC COMMENT (No Action)**
- 9. **DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports**
- 10. **BOARD COMMENT (No Action - No Public Comment)**
- 11. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of Resolution No. 22-651 requesting the Governor of the State of Nevada to direct the Nevada Department of Transportation to implement safety improvements to the westbound Interstate-80 on ramp at Lockwood, Nevada.



**12. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of Resolution Number 22-652 to dissolve Storey County's Declaration of Emergency due to COVID-19, Resolution No 20-568 adopted on March 17th, 2020.

**13. DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of the acceptance of the renewal from Nevada Public Agency Insurance Pool (POOL) or to enroll with alternate insurance agencies; Travelers or Liberty Mutual, for liability and casualty insurance, and the approval of payment not to exceed \$485,000.00, for fiscal year 2022-2023.

**14. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible 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).

**15. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and Possible Approval of Resolution No. 22-654 setting the tax rate levy at 3.4607 for 2022-2023 fiscal year.

**16. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the transfers within the 2021-2022 Storey County Budget, pursuant to NRS 354.598005. Transfers from Contingency will be going to the General Fund in the amount of \$195,000, and to the Indigent Accident Fund in the amount of \$36,000. Transfer within the same fund include the Roads Dept. in the amount of \$36,100 and the VCTC in the amount of \$45,000. These transfers will have a net adjustment of \$0.00 in total expenses in the County budget.

**17. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

**18. CONSENT AGENDA FOR POSSIBLE ACTION**

- I Consideration and possible approval of Personnel Policies P201 Fair Employment Practices, P202 Anti-Harassment, P202A Pregnancy, P203 Dealing with Discrimination, P204 Employee Bullying, P205 Employment Disabilities, P205A Victims Domestic Violence, P206 Drug Alcohol Free Workplace, P206A Vehicle Drug Alcohol Policy, P208 Discipline Alcohol Drug Abuse, P209 Prohibition of Workplace Violence, and P601 Holidays for the Storey County Fire Protection District.

**19. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the transfers within the 2021-2022 Storey County Fire District Budget, pursuant to NRS 354.598005. Transfers from Contingency will be going to the Fire General Fund in the amount of \$147,100 and to the Mutual Aid Fund in the amount of \$58,000. Transfer within the same fund include the Fire Grant Fund in the amount of \$404,000. These transfers will have a net adjustment of \$0.00 in total expenses in the County budget.

**20. RECESS TO CONVENE AS THE STOREY COUNTY WATER/SEWER BOARD**

**21. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the transfers within the 2021-2022 Storey County Sewer Budget in the amount of \$10,500.

**22. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of Resolution # 22-653 to augment the Storey County Water Fund, pursuant to NRS 354.598005, in the amount of \$50,000

**23. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

**24. DISCUSSION/FOR POSSIBLE ACTION:**

Discussion/For Possible Action: First Reading of Bill 132, Ordinance 22-321, text amendments to Storey County Code Title 17 Chapter 17.84 Signs and Billboards, Section 17.84.110. Exempt Signs, M. to allow up to 32 square-feet for signs associated with the national, state or local election processes in all regulatory zones including, but not limited to, the E Estate and R Residential zones, during election seasons set by NRS.

**25. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the final canvass of the June 14, 2022, Primary Election results in and for Storey County, Nevada.

**26. DISCUSSION/FOR POSSIBLE ACTION:**

For Consideration and possible approval of business license second readings:

- A. Anywhere Repair – Out of County / 405 Gymkhana Ln. ~ Reno, NV
- B. Bonanza Septic Service – Out of County / 157 Cambridge Dr. ~ Dayton, NV
- C. CG&B Enterprises Inc. – Contractor / 221 Sunpac Ave. ~ Henderson, NV
- D. C&L Inspection LLC – Professional / 901 Industrial Dr. ~ W. Sulphur Springs, TX



E. Eden Home Care - Out of County / 907 Mountain St. ~ Carson City, NV  
F. Get Solarize - Contractor / 4830 W. University Ave. ~ Las Vegas, NV  
G. Gigawatt Operation - Contractor / 4305 Dean Martin Dr. # 150 ~ Las Vegas, NV  
H. Jehova Es Mi Pastor - General / 727 USA Parkway Ste 101 ~ Sparks, NV  
I. Just Because Gifts - General / 54 N. C St. ~ Virginia City, NV  
J. Quality Techniques Engineering - Contractor / 4175 Cincinnati Ave. ~ Rocklin, CA  
K. Squire Enterprises Inc. - Contractor / 17205 W. Opal Ct. ~ Reno, NV  
L. Taco Bell # 38736 - General / 460 USA Parkway ~ Sparks, NV  
M. Top Notch Construction & Development - Contractor / 122 S. Main St. ~  
Yerington, NV  
N. T&R Communications Inc. - Contractor / 76 Hardy Dr. ~ Sparks, NV  
O. Wilderness Forestry Inc. - Out of County / 1385 Quilici Ranch Rd ~ Verdi, NV

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

**28. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA**

**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.

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[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](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

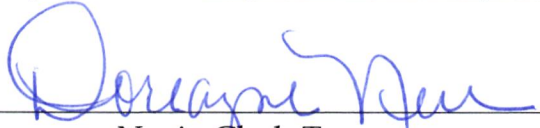
(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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**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, Doreayne Nevin, 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 06/15/2022; 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 at 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at <https://www.storeycounty.org/agendacenter>.

By   
Doreayne Nevin Clerk-Treasurer





**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 30 min.

**Agenda Item Type:** Discussion/Possible Action

- **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 Comstock Chapter, AFSCME Local 4041. This meeting will begin at 9:15 a.m. immediately before the general meeting of the Board of Storey County Commissioners.

- **Recommended motion:** No action.

- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 7758470968

- **Staff Summary:** Pursuant to NRS 288 and the existing 2019-2022 collective bargaining agreement between the Storey County Employees' Association and the Storey County Board of County Commissioners, the bargaining agreement is proposed to be modified as tentatively agreed between the parties.

- **Supporting Materials:** See attached

- **Fiscal Impact:**

- **Legal review required:** TRUE

- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



## Storey County Board of County Commissioners

### Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the June 21, 2022 Agenda.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** DORE

**Department:**

**Contact Number:** 7758470696

- **Staff Summary:** See Attached
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued





## Storey County Board of County Commissioners

### Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of amended minutes from March 1, 2022 to correct the date of the meeting from March 15, 2022 to March 1, 2022.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** DORE

**Department:** \_\_\_\_\_ **Contact Number:** 775-847-0969

- **Staff Summary:** See attached
- **Supporting Materials:** See attached
- **Fiscal Impact:** \_\_\_\_\_
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

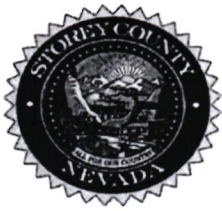
**Department Name:** \_\_\_\_\_

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

3/1/2022 10:00 A.M.

800 S. C Street, Virginia City, Nevada

## AMENDED MEETING MINUTES

JAY CARMONA  
CHAIRMAN

ANNE LANGER  
DISTRICT ATTORNEY

CLAY MITCHELL  
VICE-CHAIRMAN

LANCE GILMAN  
COMMISSIONER

DOREAYNE NEVIN  
CLERK-TREASURER

**Roll Call:** Chairman Jay Carmona, Vice-Chairman Clay Mitchell, Commissioner Lance Gilman, County Manager Austin Osborne, Clerk/Treasurer Doreayne Nevin, Deputy District Attorney Keith Loomis, Sheriff Antinoro, Recorder Marney Hansen-Martinez, Project Manager Mike Northan, District Attorney Anne Langer, Deputy District Attorney Keith Loomis, Communications Manager Becky Parsons, Public Works Director Jason Wierzbicki, Assessor Jana Seddon, Senior Planner Kathy Canfield, Emergency Management Director Lara Mather, Comptroller Jennifer McCain, Pete Renaud Community Development Director, Fire Chief Jeremy Loncar

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

Meeting was called to order by Chairman Carmona at 10:01 A.M.

### **2. PLEDGE OF ALLEGIANCE**

Commissioner Carmona led those present in the Pledge of Allegiance.

### **3. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of the Agenda for March 1, 2022.

Public Comment: None

**Motion:** I, Commissioner Mitchell, move to approve today's Agenda as presented, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

### **4. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of the Minutes for February 1, 2022.

Public Comment: None



**Motion:** I, Commissioner Mitchell, move to approve the Minutes for January 18, 2022, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

## **5. CONSENT AGENDA**

I. Approval of claims in the amount of \$1,517,271.65

II. Consideration and possible action, approval of business license first readings:

- A. Atlas Copco Compressors LLC - Out of County / 6 Century Dr. Ste. 310 ~ Parsippany, NJ
- B. Atlas Mechanical, Inc. - Contractor / 8260 Camino Santa Fe Ste. B ~ San Diego, CA
- C. Coastal Steel Structures - Out of County / 631 Lucerne Ave. ~ Lake Worth, FL
- D. JLH Inc. - General / 2777 USA Parkway Ste. 107 ~ McCarran, NV
- E. Nice Cream Nitro LLC - Food Truck / 2301 Cordilla Ct. ~ Reno, NV
- F. Vertiv Corp - Out of County / 1050 Dearborn Dr. ~ Columbus, OH

Public Comment: None

**Motion:** I, Commissioner Mitchell, move to approve today's Consent Agenda as presented, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

**6. PUBLIC COMMENT (No Action)** None

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

### **Sheriff Antinoro:**

- Acknowledged the passing of Highlands resident, Gene Glazier. Mr. Glazier was an original member/executive director of the Sheriff's CERT team.
- There's a continuing problem with the northbound "off-ramp" at Lousetown Rd. with vehicles coming up the wrong way. He suggested having discussions on maybe closing that off-ramp.

### **Fire Chief Jeremy Loncar:**

- Wildland fires in the region are already being experienced. This is no longer "a season" but now seen year-round.
- Working through the budget, they have been having trouble acquiring multiple items. The air ambulance has been ordered. It will probably not be here until August - the funds will have to be carried over.
- They went over budget to get the VC rig in service (just last week). This shows the delay in getting parts and equipment.
- Due to an over-run in the budget, several items have been pushed out to next year.

### **Mike Northan on behalf of Jason Weizrbicki, Public Works Director:**

- Currently working on which roads in Virginia City will be part of the 2022 rehabilitation project.
- A truck suffered heavy damage when the driver hit an unmarked trench plate in TRI. The driver was all right.

### **Mike Northan, Project Manager:**

- Lockwood Tower Road is out to bid. Currently there are four plan holders. Project applications will close next week.
- Maintenance on the traffic signals on USA Parkway will begin soon. Lane closures will be coordinated with NHP, NDOT, and local law enforcement.

**Becky Parsons, Communications Director:**

- Working on updating policies and procedures and getting quality assurance programs going.

**Lara Mather, Emergency Management Director:**

- Covid cases continue to decline. Most recent report was 18 - before that 24 and 38.
- Next Covid vaccination date is March 29<sup>th</sup> from 3 to 4 PM at the Senior Center.
- Free Covid home tests were handled out at the Mark Twain Community Center on February 17<sup>th</sup>. The balance of our tests were given to School District employees and staff.
- All of the tests allocated to the County have been handed out. Additional tests can be obtained from [gethealthycarsoncity.org](http://gethealthycarsoncity.org)
- Along with Honey Tapley, she recently attended the Nevada Disaster Preparedness Conference. They learned a lot of new trends within Emergency Management, and were able to network with other Emergency Managers. Noted sessions included:
  1. Presentation on evacuation centers with regard to people with disabilities, giving them a good idea on how to better prepare for people with disabilities.
  2. The Director of Security Intelligence for Ceasar's Entertainment gave a presentation on how private businesses are preparing for their own disasters. She has agreed to give her presentation to our local emergency planning committee. This will be a great benefit for the members of this committee.

**Jennifer McCain, Comptroller:**

- Moving forward on the 2022/23 budget. This week they are doing department head reviews. The Comptroller's Office can be contacted with any questions.

**Pete Renaud, Community Development Director:**

- Going back to doing dashboards - most software has been updated, including permitting.
- 337 permits have been issued since May 2021. 23 single family residence permits also issued.
- A lot of new projects have started in TRI - with some very large spec buildings (warehouses) going in. There are preliminaries for at least 3 smaller buildings - ranging from 200,000 to 400,000 sq.ft. Also, a lot of companies are moving into existing buildings.

**Keith Loomis, Deputy District Attorney:**

- In the case of Mary Lou Wilson suing the County for issuance of a special use permit to Stericycle in the Industrial Park - Judge Russell dismissed her lawsuit for lack of standing. This was appealed to the Nevada Supreme Court who upheld Judge Russell's decision.

**Austin Osborne, County Manager:**

- The County is working with LP Insurance to market its property/casualty insurance. We are also in the market for workers' comp insurance. This will ultimately be brought back to the Board for consideration and determination.
- Lockwood residents: A Town Hall meeting will be held March 10<sup>th</sup>, 5:30 PM, at the Rainbow Bend Club House. Progress of the Tahoe/Pyramid bikeway will be discussed. What that



community wants is what the County will support. Any other topic they would like will also be discussed.

- The Fire Chief talked about equipment being back-ordered, parts and supply issues - we have a couple of pick-ups that need to be replaced. It will be 6 to 8 months to get a general pick-up. We are on back-order. Trent has been doing a great job to come up with alternatives to fill the need for critical vehicles.
- Members of the Legislature were recently given a tour across the entire County - everything from American Flat, Virginia City, the water system and infrastructure, the Highlands (and the issues faced in that community), Lockwood - including the Senior Center (talking about the new Center to be built), the LCC and Rainbow Bend to see the needs of those communities. Then out to TRI Center - everything from a short tour of Tesla, the effluent pipeline projects, and the best tour ever of fire equipment - including the quint truck - given by the Fire Department out there. The paybacks, the Tesla agreement, the Development Agreement, and how they all work, were talked about along with other matters. All the things and elements these folks need to know to effectively represent (the County) in the Legislature - in season and off - were discussed.

**Doreayne Nevin, Interim County Clerk:**

- Thank you to the Board for the appointment as Interim County Clerk.
- Candidate filing for 2022 Election is March 7 through the 18<sup>th</sup> - in the Clerk's Office, Monday thru Friday, 8 to 5.

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

**Vice Chairman Mitchell:** Thanks to the Sheriff for bringing up the off-road access issue. He just had a conversation with an owner affected by people cutting across his property - they talked about possible solutions. Talking with a Reno City Councilwoman - they are having issues with people cutting fences, leaving gates open - horses are getting down into South Meadows. If there was more delineated access for off-road vehicles, there may be less off that. Those fences are on private land - a lot of people probably assume it's public land. In conjunction with one of our lobbying firms, there may be a state agency that would be interested in helping delineate better paths/connectivity between Virginia City and Reno - this is a side project he's working on. This will be brought to the Board as that moves forward.

Thank you to Mr. Osborne for putting together the tour with the State Legislators and lobbyists. It's crucial that these efforts continue. Most of the legislators don't have any idea what's happening in our County. And it has substantial impact. If they don't understand what's happening, what's here on the ground has a potential to get lost in the shuffle or have things negatively impact the County. He is committed to being pro-active and to continue those outreach efforts.

**9. DISCUSSION/FOR POSSIBLE ACTION:** Discussion of proposed plan for the Carson River Mercury Superfund Site operable unit 2.

Kathy Canfield, Senior Planner, gave an update on the Superfund Site. It is broken into two operable units - Storey County is in operable unit 1; and the Carson River - everything downstream, is in operable unit 2. The EPA has sent out it's plan for operable unit 2. Storey County is involved



because comments coming out of operable unit 2 reflect challenges Storey County had with operable unit 1 plan. Significantly, being able to apply to FEMA for disaster funding. There have been issues that we are trying to resolve. Carson Water Subconservancy District (CWSD) wrote a letter responding to this. Staff also wrote a letter supporting the comments made and that this is something that has to be figured out. NDEP wrote a letter, bringing up the same issues - identifying that as an area of concern and how to figure it out.

Ms. Canfield is happy to discuss what is in the (proposed plan) with the Board, or anyone else. Contact the Planning Office. Comments were due yesterday and now they are just waiting to see what EPA is going to do. CWSD has been very involved and have a lot of concerns with issues associated with this.

Public Comment: None

Vice Chairman Mitchell asked for a copy of the letter from CWSD.

Ms. Canfield said she is happy to provide (the letter) along with anything else.

Chairman Carmona asked to include all the Commissioners.

**10. DISCUSSION ONLY (NO ACTION):** Presentation and discussion regarding strategic plans for Storey County appointed departments which will be included in submissions for the 2022/23 budget.

County Manager Osborne introduced Linda Ritter who has been working with department heads in developing our Strategic Plan. This Board had given a mission and vision on where to go. This process started in 2019 - direction was given to staff and elected officials to work with Ms. Ritter on a strategic plan. Reminder to elected officials - ultimately we will get to their offices. Ms. Ritter said it seemed to be a better approach to start with "appointed" because certain policies and procedures are followed, and ultimately direction by her and by the Board. The elected offices have their own NRS, directions and processes they follow. Work will be done with them individually.

Ms. Ritter explained work on the Strategic Plan process just started when Covid hit making public outreach difficult. Instead, she began by working with appointed departments which are statutorily authorized. She worked not only with Department Heads, but also with staff - who often have insight to make things happen. The Strategic Plan for each department will be seen in this year's budget. Included are descriptions of what each department does as well as an overview of budget and staffing history. She also started working on "metrics" for some departments and reviewed examples using the Communications Department.

The last item of the process is developing strategy. Working with staff in their department's weaknesses and strengths. A list of tactics and initiatives was developed. These are things that may have budget impacts - sometimes they don't. Sometimes it's process and procedures that are being shared with the Board so (the Board) knows what kind of work they're doing to improve operations.

Note, these plans do not "sit on a shelf". These should be updated every year, quarterly reports should be given on how things are going, with the tactics, initiatives, and projects going forward.

This is the plan - it came from the departments and staff. Congratulations - you have a wonderful staff.

Public Comment: None

Vice Chairman Mitchell: Is there any sort of "hierarchy" to these metrics? Is there a way to determine which of these metrics are most crucial/have the most impact - to organize them when doing reviews to make it easier to tell what matters the most to the performance of the department?

Ms. Ritter: They can do that in the plans themselves. She and Mr. Osborne have talked about, in a quarterly report, bringing in the metrics that are very critical along with an explanation of what's really happening. Depending on what's happening, certain metrics are going to be very critical to look at. Emphasis will be seen on the quarterly report. On the budget document, they wanted to show metrics that give an "overall flavor" of what's happening with workload and overall results. A lot of departments don't have metrics yet and have been told don't count for the sake of counting. Get metrics that have a purpose and mean something. Some departments may not have metrics. The budget should give a snapshot of what's happening.

Vice Chair Mitchell: Not wanting to get involved in the "day-to-day", anything that helps us - if there is something we need to pay attention to is "super" helpful and makes it more actionable.

Mr. Osborne: Not just the metrics have been helpful, but with the draft strategic plan - working with budget, Department heads are requesting staffing, equipment, other expenditures - this has been tremendously helpful with the budget giving departments some of the resources needed and know that it's not just being done without any review.

**11. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of Resolution No. 21-637, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County Officials for the 2021-2022 fiscal year and superseding prior year action by resolution for appointed Storey County employees with adjustments adding an Event and Business Development Manager (for Virginia City Tourism Commission) position.

Vice Chairman Mitchell corrected the Resolution number to read No.21-673.

Jeanne Greene, Interim Human Resources Manager, requested approval of revision to the VCIC pay resolution due to a minor re-organization and re-assignment of responsibilities. The result is a new class, Event and Business Development Manager, Grade 128. Approval of this Resolution is requested to be retroactive to February 14, 2022.

Chairman Carmona: Basically, somebody left and they put somebody else in to take that spot with additional duties.

Public Comment: None

**Motion:** I, Commissioner Mitchell, move to approve Resolution No. 21-673, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed



Storey County Officials for the 2021-2022 fiscal year and superseding prior year action by resolution for appointed Storey County employees with adjustments adding an Event and Business Development Manager (for Virginia City Tourism Commission) position, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3

## **12. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

**13. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of modifications to the Master Services Short Form Contract with NV Energy, identified as Exhibit D, to increase funds allocated to the Fire District in the amount of \$393,062.40 to hire 8 seasonal firefighters, purchase a crew cab pickup, and increase funding for other miscellaneous equipment.

Fire Chief Loncar explained in their agreement with NVEnergy, anything having to do with personnel or over \$100,000, would be brought back to the Board. The objective is to put seasonal staffing under NVEnergy funds - which helps the Fire District. When not actively fighting fires, they can be doing fuels projects and NVEnergy will pick up the bill. This also provides a vehicle and equipment for them to get started - radios, PPE, additional equipment. This is a PO increase bringing additional money to the District for a total of almost \$3.5 million in funding to be received from NVEnergy.

Public Comment: None

Vice Chairman Mitchell asked to be reminded of the duration of the Agreement with NVEnergy. Is it period to period?

Chief Loncar: It is. We are winding up year one of a three-year agreement. We are behind other districts or fire departments in the State. Others are currently being renewed now. He anticipates a renewal in about three years.

Vice Chair Mitchell: If things change on the NVEnergy side, how they approach these duties, what are we looking at on "un-winding" or reversing these changes?

Fire Chief Loncar: When entering this agreement, staffing was his largest concern. We want to keep these people - finding funding is the biggest problem. In this agreement, those are locked in. We want to make sure it is understood this is a grant-funded position. We are also very proactive in seeking other funding. We are working on two grants right now that - if needed we can extend that. The personnel side is locked in for the duration of this agreement - a positive. Second, as we buy equipment, they give us a check - which we work off. About \$4-500,000 in equipment has been purchased through NVEnergy that has been worked off, with about \$200,000 is left owing. He anticipates by year two of the three year-contract - all equipment will be paid off. Then it's just a matter of "riding the contract out" for our folks.

Chairman Carmona: Glad to hear the equipment is getting paid off quickly.

**Motion:** I, Fire Commissioner Mitchell, move to approve modifications to the Master Services Short Form Contract with NV Energy, identified as Exhibit D, to increase funds allocated to the Fire District



in the amount of \$393,062.40 to hire 8 seasonal staff, purchase a vehicle, and acquire other associated miscellaneous equipment, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3

**14. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval for the District Fire Chief to pursue and report back to Board of Fire Commissioners, financing options to fund the purchase of two (2) type 3 Wildland Brush Engines in fiscal year 2022/2023.

Chief Loncar explained, as outlined in their capital improvement plan, there is a need to replace the 20-year old brush trucks. They have maintenance problems and are not reliable. He is looking at the Board and being transparent - let's look at funding options. One is a 3-year, medium term obligation - which we can financially support and would get the two now. Once the 3-year term is up, we can look at another two, replacing our fleet within 3 years. This keeps them with consistent models - easier for the crew to adapt to as they move from station to station. This starts the process - no documents are being signed - but exploring all options for a way to pursue this purchase.

Public Comment: None

Commissioner Gilman said he understands we are authorizing the Chief to pursue and report back to the Board his financing options. Keeping in mind fiscal responsibility as Commissioners - it's very important to watch the bottom line. We have a strong justification for adding equipment as we go. He understands the need for safety, visibility, and retiring old equipment. From a financial standpoint, encourages that we be frugal as we move forward.

Vice Chairman Mitchell asked Chief Loncar to outline the current plan so there is a clear picture of what the difference is if we were to go with this.

Chief Loncar: In the Capital Improvement Plan, we are looking to replace one of our "Type 3's", ease up on ambulance replacement program and inject our Type 3's. He is exploring getting two in one shot. It fits within their finances and Capital Improvement Plan - it's a good place to start. He wants to explore different options and bring them back. And collectively find the best way to pursue this purchase.

Vice Chairman Mitchell: To understand, as opposed to maybe replacing one every two years - we are looking at accelerating delivery of equipment but the funding would cover the same time frame.

Chief Loncar: That's correct. Small interest USDA loans have been used in the past. The District is familiar with these loans or other grant options. This one is something that is new versus trying to pay for one unit outright this year, if we can extend it with minimal financial increase, it would be a good way to get us into similar make and models - making it easier on the shop and staff.

Vice Chairman Mitchell: In general, is opposed to taking out debt obligations if it's possible to cash flow. He does see the potential benefit and has no problem exploring these options.

Chairman Carmona: There's no way to work these into the NVEnergy grants?



Chief Loncar: Not these units. These are the bigger units utilized in the County that can do a ton of work, but not in some of the most remote areas. NVEnergy needs Type 5 or 6 - more of a pick-up style to get out to the very remote areas along the pole lines.

**Motion:** I, Fire Commissioner Mitchell, move to approve the District Fire Chief to pursue financing options purchase two type 3 Wildland Brush Engines in fiscal year 2022/2023, and report the findings back to the Board of Fire Commissioners, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

## 15. ADJOURN TO CONVENE AS THE STOREY COUNTY WATER/SEWER BOARD

**16. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval for the Storey County Water Department Board of Commissioners to approve the submittal of the Economic Development Administration, Economic Adjustment Assistance grant application for the Comstock Historic District Water System Improvement Project, requesting \$6,714,316.25 as the funding award amount, with an estimated match of \$1,342,863.25 required.

Honey Tapley explained last July the EDA opened-up an Economic Adjustment Assistance grant. This is a competitive grant with a 20% match. The focus is on job creation and retention, and resiliency for all regions impacted by covid. The project had to be listed on the Comprehensive Economic Development Strategy (CEDS) submitted annually to Western Nevada Development District. An engineering report and environmental assessment had to be done. Approval was obtained from the State of Nevada Grant Office.

This project is a water project and is part of system improvements that need to be done. Ms. Tapley explained the reasons for naming the project the Comstock Historic District Water System Improvement Project. The name of the project was chosen so as not to cause confusion regarding the location of the project which is specifically the Comstock.

The project will include: B Street and Union Street water main replacement; the Divide water main up-sizing; Silver City transmission main replacement; and the Taylor tank replacement. Environmental and engineering reports were completed by Farr West Engineering.

Ms. Tapley referred to a correction in the original documents stating construction would take about 12 months. That has been changed to reflect a completion date of May 2024. These are just estimates.

Lengthy narratives were prepared as part of the grant applications. Including the economic situation of the region, demographics, as well as job creation and retention. It had to be very specific as to how jobs were going to be kept on the Comstock. Letters were obtained from business owners and non-profits on the Comstock. They were very supportive, and their letters showed they could not function without water. Ms. Tapley is very appreciative of everyone who wrote a letter.

The original deadline for the (grant) application was March 31<sup>st</sup>. However, we were notified to get the application in quickly - it was submitted February 21<sup>st</sup>. The application has been approved for meeting the EDA's eligibility and competitive standards and has moved on to the next phase of the review process.



Applying for these grants is a huge benefit to (the County). This has shown us how better to proceed the next time. The fact that this got through - there's a good chance of moving on to the next phase. Awards are made as soon as they decide.

Public Comment: None

Commissioner Gilman: It's certainly an arduous task to get to the bottom line. Thank you for all you're doing.

Vice Chairman Mitchell: Echoes Commissioner Gilman. It seems the financial center of gravity has shifted towards the Federal Government. To access these funds, these are the hoops we have to jump through. He remembers Mike (Northan) saying they are potentially looking at re-ordering what streets are being prioritized for resurfacing. It would be nice if the timing could be aligned, if this does come through, so we are not re-paving a street we're about to tear up for a water project. Also, putting fibre in to "wire up" the town has been discussed. Maybe something like that could be done in conjunction with future water use. Something to think about. He knows a lot of time grants have restrictions on what can and cannot be done. Maybe something to consider.

Ms. Tapley said she has a map of the locations that can be passed on to the "road development" authority.

Mr. Osborne: At the time of the sewer project - he doesn't know about fibre - but water couldn't be put in the trench as it would have taken another grant to pay for the water, and separation of sewer and water was involved. This project was developed - as far as priority - on the level of need for water infrastructure on the Comstock. Where if there was a catastrophic failure there would be a catastrophic budget situation to the system. We can work to see if we can move roads around granting of this so we can put the CIP road on top of the granted sewer or water line.

Chairman Carmona: If we could plan our construction as Commissioner Mitchell said, that would be very "anti-government" of us to actually do something and not tear it up three months later. Thank you for your work - it's not an easy process. Hopefully, we will be successful in this project.

Ms. Tapley said the Comptroller is aware of all of this. She also had to write a letter before this was even talked about.

Vice Chairman Mitchell: When talking about the job retention element, was there discussion about potential future growth?

Ms. Tapley: Yes. One of her narratives described what is going on with the V&T Depot, the Fairgrounds - getting water to them. Also, what is hoped to happen with more residential builds which would need more water.

**Motion:** I, Commissioner Mitchell, move to approve the submittal of the Economic Development Administration, Economic Adjustment Assistance grant application for the Comstock Historic District Water System Improvement Project, requesting \$6,714,316.25 as the funding award amount, with an estimated match of \$1,342,863.25 required, **Action:** Approve, **Moved by:** Vice Chairman



Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

## **17. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

**18. DISCUSSION/POSSIBLE ACTION:** Discussion and possible approval of Subdivision Settlement Participation Form which will have the effect of releasing AmerisourceBergen Drug Corporation, Cardinal Health and McKesson, all of whom are distributors of opioids (Distributors), of all claims against the Distributors arising out of the opioid epidemic in Storey County. By signing the Subdivision Settlement Participation Form, the County is joining in the Distributor Settlement Agreement and is entitled to the benefits and is subject to the burdens of that Agreement. The purported amount of the settlement will be \$231,000,000.00 to be paid over 18 years.

Deputy District Attorney Keith Loomis said he would discuss items 18 and 19 together. Item 19 is the same issue but with regard to the Janssen/Johnson & Johnson settlement. This is four defendants out of a total group of (many) defendants. The three distributors distributed the bulk of opioid medications in the nation. Janssen/Johnson & Johnson had a lesser impact. Mark Kruger, Chief Deputy Attorney General, is present - probably the lead government attorney in addressing the opioid litigation. Both Settlement Agreements reference a global settlement agreement. Enough participation has been made for the settlement agreement to move forward with the local settlement agreement. All local government entities with the exception of Storey County have signed off - including the State.

Mr. Kruger thanked the Board for getting the Participation Forms, and amendment, approved. The forms are necessary because there is a contingency in the Agreement that, if they get every signatory to the Agreement, the maximum of amount of dollars will be received. If not, it is reduced proportionately. It is important for the State to receive the maximum amount. He suggests that the County "partner up" with other counties for the services necessary. NACO will be reaching out to all counties to coordinate with the Department of Health and Human Services to figure out the best way to address the opioid epidemic.

Public Comment: None

Commissioner Gilman said he recalls we elected not to participate in this action because it would have very little resources headed our way if a settlement was reached. He remembers we were not able to identify any opioid impact in Storey County that we could actually address. What has changed now that we are looking at this and the State is looking for us to participate?

Mr. Loomis: That's accurate. Two years ago there was a proposal that (the County) join in litigation through private counsel, but the Board made a decision that it did not want to participate. In these settlement agreements we're identified as a non-litigating county. He thinks the idea of the State of Nevada was, whether we participated or not, we would benefit from the agreement. Though not as much as the litigating counties as there will be a 25% reduction in the amount the County gets that will go to the litigating counties. The money is supposed to be spent on opioid mitigation. As Mr. Kruger suggested, perhaps we could join with the quad-counties in addressing opioid mitigation



throughout the four counties. He believes there is going to be a needs assessment done by each county.

Mr. Kruger: There's going to be a "needs assessment" by the State. The State can also assist the County to develop and provide a "needs assessment". This will identify particular programs that would be beneficial within the State. The "One Nevada Agreement" was an agreement the Attorney General's Office has sponsored and gotten all of the counties, whether litigating or non-litigating, to participate. The money is going to be coming anyway through these settlements - opioids don't care about county lines. It's better to get everyone's participation and have some money fall into every location. There are not only identified uses for abatement, but also guidance within recent legislation passed the last session.

Commissioner Gilman: By Storey County now joining and agreeing to move forward, it will increase the amount of award that is possible - correct? Does this expose the County to additional financial impact, by joining at this late time?

Mr. Kruger: For these two settlements, that's correct. If you don't join, the amount of the award for the entire state will be reduced. By joining, it insures the maximum amount. The County is not being exposed to any negative financial impacts - only a positive financial impact, in that you will receive an allocation under the One Nevada Agreement, which you have already approved.

Mr. Loomis: Because we're a non-litigating county does not mean we can choose to litigate - that would mean we're not releasing these entities from further liability. Signing off on the release agreement, we're saying "we're not going to be involved in this, we're not going to sue you". We won't be able to. That's one reason to get the maximum award to the State.

Mr. Loomis requested Items 18 and 19 be separate motions.

**Motion:** I, Commissioner Mitchell, move to approve the Subdivision Settlement Participation Agreement with the Release Agreement and/or the Settlement Agreement with AmerisourceBergen Drug Corporation, Cardinal Health and McKesson, and authorize the Chairman to sign, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

**19. DISCUSSION/POSSIBLE ACTION:** Discussion and possible approval of Settlement Participation Form which will have the effect of releasing Janssen/Johnson& Johnson from all claims arising out of the opioid epidemic in Storey County. By signing the Settlement Participation Form, the County is joining in the Janssen Settlement Agreement and is entitled to the benefits and is subject to the burdens of that Agreement. The term of the agreement is for the payment of \$53,508,792.63, 95% of which would be paid in 2022 to the State of Nevada. The State will in turn distribute those funds in accordance with the One Nevada Agreement.

Mr. Loomis explained this is essentially the same settlement agreement but with a different entity. There is a slightly different impact as to the Global Settlement Agreement but will essentially be the same. He has distributed calculations on how much the County will receive on this item as well as on the previous item.

Public Comment: None

**Motion:** I, Commissioner Mitchell, move to approve the Settlement Participation Agreement with Janssen/Johnson & Johnson and authorize the Chairman to sign, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

**20. DISCUSSION/POSSIBLE ACTION:** Discussion and possible action to approve amendment to One Nevada Agreement by reducing the contingent fee from 25% to 15% for the attorneys representing the State of Nevada and certain cities and counties in Nevada.

Mr. Loomis explained that a requirement was made by the Judge in the multi-district litigation that the private attorneys could not get more than 15%. The One Nevada Agreement is being amended to reflect that change.

Mr. Kruger: That's correct.

Mr. Loomis: The amount allocated to the private attorneys representing the State is being reduced and the individual, local governments subdivisions from 25% to 15%.

Mr. Kruger: The litigating ones - that's correct. Based on a Judge's decision, that does not apply to the non-litigating or the State. This a procedural issue - they like to have everybody's signature to sign off, so that One Nevada Agreement has been amended. It does not affect Storey County or the State of Nevada.

Public Comment: None

Commissioner Gilman: There is no impact to the County, he is comfortable with this.

Vice Chairman Mitchell: Same here.

**Motion:** I, Commissioner Mitchell, move to approve the amendment to the One Nevada Agreement and authorize the Chairman to sign, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

**21. DISCUSSION/POSSIBLE ACTION:** Consideration and possible action, Business License Second Readings:

A. Atlas Copco Compressors LLC - Out of County / 6 Century Dr. Ste. 310 ~ Parsippany, NJ



- B. Atlas Mechanical, Inc. - Contractor / 8260 Camino Santa Fe Ste. B ~ San Diego, CA
- C. Coastal Steel Structures - Out of County / 631 Lucerne Ave. ~ Lake Worth, FL
- D. JLH Inc. - General / 2777 USA Parkway Ste. 107 ~ McCarran, NV
- E. Nice Cream Nitro LLC - Food Truck / 2301 Cordilla Ct. ~ Reno, NV
- F. Vertiv Corp - Out of County / 1050 Dearborn Dr. ~ Columbus, OH

Public Comment: None

**Motion:** I move to approve the Business License second readings listed under Item 21 as A. through F., **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

**22. PUBLIC COMMENT (No Action)** None

**23. ADJOURNMENT of all active and recessed Boards on the Agenda**

Chairman Carmona adjourned the meeting at 11:34 PM

**24. CLOSED SESSION:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with with district and county management and legal counsel regarding labor negotiations with the Storey County Firefighters Association IAFF Local 4227. This meeting will commence immediately following the meeting of the Board of Storey County Commissioners.

Respectfully submitted,

By: 

Doreayne Newin, Clerk/Treasurer



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes for the May 3, 2022 meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** DORE

**Department:**

**Contact Number:** 775-847-0969

- **Staff Summary:** See attached
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued





# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, MAY 3, 2022, 10:00 A.M.

DISTRICT COURTROOM  
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

## MEETING MINUTES

JAY CARMONA  
CHAIRMAN

ANNE LANGER  
DISTRICT ATTORNEY

CLAY MITCHELL  
VICE-CHAIRMAN

LANCE GILMAN  
COMMISSIONER

DOREAYNE NEVIN  
CLERK-TREASURER

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**Roll Call:** Chairman Jay Carmona, Vice-Chairman Clay Mitchell, Commissioner Lance Gilman, County Manager Austin Osborne, Clerk/Treasurer Doreayne Nevin, District Attorney Anne Langer, Deputy District Attorney Keith Loomis, IT Director James Deane, Communications Director Becky Parsons, Comptroller Jennifer McCain, Sheriff Gerald Antinoro, Project Coordinator Mike Northan, Fire Chief Jeremy Loncar, Interim HR Director Jeanne Greene, Community Development Director Pet Renaud, Senior Planner Kathy Canfield, Emergency Management Director Lara Mather, Recorder Marny Hansen, Community Relations Coordinator Honey Menefee, Assessor Jana Seddon, Community Chest Director Erik Schoen, VCTC Interim Director Linda Ritter, Storey County Senior Center Director Stacy York, Tim Shropshire, Battalion Chief Bob Ryser.

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

Meeting was called to order by Chairman Carmona at 10:03 A.M.

### **2. PLEDGE OF ALLEGIANCE**

Commissioner Carmona led those present in the Pledge of Allegiance.

### **3. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of the Agenda for May 3, 2022

County Manager Austin Osborne requested that Closed Session be removed from the agenda.

Public Comment: None

**Motion:** I, Commissioner Mitchell move to approve today's Agenda as presented. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

**4. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of the Minutes for February 15, 2022.

Public Comment: None

**Motion:** I, Commissioner Mitchell move to approve the Minutes of the February 15, 2022, meeting as presented. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

**5. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of the Minutes for March 15, 2022.

Public Comment: None

**Motion:** I, Commissioner Mitchell move to approve the Minutes of the March 15, 2022, meeting as presented. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

## **6. CONSENT AGENDA**

I. Consideration and possible approval of business license first readings:

- A. Buzz Oates, Construction Inc. – Contractor / Out of County / 555 Capital Mall Ste. 900 – Sacramento CA.
- B. Icon Reno Property Owner Pool 2 Nevada LLC – Out of County / 602 W. Office Drs. Ste 200 – Fort Washington, PA
- C. Main Electric Supply Company LLC – Out of County / 3600 W. Segerstrom Ave. – Santa Ana, CA
- D. Performance Diesel Service – General / 88 Megabyte Dr. – McCarran, NV
- E. Prietos Roofing, LLC – Contractor / 3690 Grand Dr. Ste J. – Reno NV
- F. RC Roofing, Inc. – Contractor / 7785 Crystal Shores Dr. – Reno NV
- G. Rivera's Mexican Food – Food Truck / 5149 Nanook Ct. – Reno NV
- H. Roof Crafters – Contractor / PO Box 41268 – Reno NV
- I. Star North Construction LLC – Contractor / 8745 Technology Way Ste. F – Reno, NV
- J. Steak It Up – Food Truck / PO Box 522 – Silver Springs NV
- K. Universal Engineering Sciences – Professional / 695 Edison Way – Reno NV

II. Approval of Claims in the amount of \$3,936,238.23

III. Consideration and possible approval for the First Reading of General Business License for Pinion Services LLC – 1820 Castle Peak Road, Reno NV 89521. Applicant is Ralph Strahan.



Public Comment: None

**Motion:** I, Commissioner Mitchell move to approve the Consent Agenda as presented.

**Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

**7. PUBLIC COMMENT: (No action) None**

**8. DISCUSSION ONLY (No Public Comment): Committee/Staff Reports**

**Sheriff Gerald Antinoro:**

- Crash this weekend involving 2 deputies. They are both fine, a few bumps and bruises. The driver of the vehicle that hit them was arrested for DUI.

**Fire Chief Jeremy Loncar**

- Engine in New Mexico is still actively engaged in the fire in New Mexico. We expect one more week out of that assignment for those guys.
- We have made an offer and it has been accepted for our over-hire, so we are fully staffed.
- We were selected as one of the first batch for a Medicare audit, which we are starting now. This audit helps evaluate our cost. What it is costing the fire departments around the nation in providing those services is it could mean more money coming back to the district later.
- Scott Snelling has been promoted to Fire Marshal.
- On June 22-25 we will host the Nevada State Firefighters conference. Expected about 100 people.
- We have noticed trees being limbed in the Highlands and want to remind people that now is not an appropriate time to cut them. We like to cut them in the winter. As it starts getting warm, that is when you are going to lead to killing the tree by limbing them.

**Mike Northan, for Jason Wiezrbicki, Director, Public Works**

- Buildings and Grounds has begun spring park prepping and pumping down the pool to get it ready for the season.

**Mike Northan, Operations/Project Coordinator, Public Works**

- Courthouse pavers, excavation is complete, the sub-base is being prepared right now and the blocks have been moved to the other side. In a few days we will apply the sub-base, then put the stones in the correct area, and finishing the top surface. SHPO will have a representative on site on Thursday to inspect the progress, and the finished surface of the stones.
- Lockwood Tower Road, work is currently underway down there. NKD Construction is working the hillside. They are going to be setting the first nine footings for the retaining wall piers. We did end up resetting the grade to ensure we had adequate asphalt over the footings. Materials have been approved by the engineer.
- Virginia City Highlands Community Center is a fire apparatus storage building. The bid date was extended and that attracted more potential bidders. Bids are going to be received and opened on May 16. Contractors are all reporting substantial lead times on lots of items. The backup generator we knew would be a long lead-time item, around 30 weeks, but now we are looking at the metal building between 30 and 40 weeks, depending on the

supplier. This is becoming endemic throughout the construction industry. We can get basic items like steel and concrete, but any kind of assembled component such as windows, appliances, electrical boxes, plumbing fixtures, we are seeing huge lead times and often shortages. There are currently 2,000 ships anchored off Shanghai waiting to be loaded, but Shanghai is under lockdown, so even if they were to lift that today, it takes two days to get the ship into port, two to four days to load it, another two days to get it out, and there's 35 days across the Pacific. That's four to six months of shortages and that's item stuff, that is going to affect every construction project.

#### **Honey Menefee for Lara Mather, Emergency Management Director**

- The [gethealthycarsoncity.org](http://gethealthycarsoncity.org) web site has not updated the COVID numbers and so there's no COVID cases to report this week.

#### **Honey Menefee, Community Relations**

- Last Monday I attended the Western Nevada Development District Board meeting with Commissioner Mitchell. Brian Mitchell, who is with the Governor's Office on Science, Innovation and Technology presented information on the upcoming funding that will be available for broadband infrastructure. Through the Infrastructure, Investment and Jobs Act, \$42.5 billion will be available through the Broadband Equity Access and Deployment Fund. OSIT and WNDD are partnering to help counties in Nevada access this fund OSIT will provide data to show who is eligible for state grants, cost modeling tools, and public facing maps and dashboards. They will be assisting with data throughout this process. OSIT is encouraging Broadband Access Teams to be established in every county in Nevada. The team's role is to identify the need throughout the community and help with affordable programming to ensure that unserved communities are not left behind. They will also create a list of priorities, solicit partnerships to meet the priorities from service providers, and develop infrastructure and digital equity proposals. They will align with the state connectivity strategy and the federal funding requirement. Storey County has put together a broadband action team, consisting of Commission Chairman Jay Carmona, who has been working on this project for more than a year, James Dean, Tim Shropshire, Lara Mather, and myself. Last meeting, I spoke of the Nevada Speed Test. The state is allotted a certain amount of funds through this broadband infrastructure. The Nevada Speed Test will show the underserved areas, and the mapping tool will be used. Then the state will get additional funding based on the data that is collected. It is important for the state that people are taking this Nevada Speed Test because more money will come into the state and hopefully more money will come into the county. That Nevada Speed Test is on our web site, and it takes less than a minute, and they don't ask for any personal information. You will enter your location, and this is going to be a good gauge for the areas in our county that have access or don't have access. The more data that is collected, the better it is for our state and our county to get more funding.

#### **Tim Shropshire, Information Technology Officer, IT, for James Deane**

- New network link to Community Chest has been installed and is operational. We were able to perform tests with Erik Shoen and they can access the Internet at much higher speeds than before.



Pete Renaud, Director of Community Development

- We're cleaning up our AS 400 system. Found 48 single-family residences that are under construction, either in the Highlands or down in the Mark Twain area.
- The industrial park, one of the projects I can discuss, we had last week two large industrial buildings be submitted for plan review. There's going to be quite a bit more dirt moved out there in the next few months from permits that we have issued.
- He noticed a couple new roads cut into properties in the Highlands. He asked other department heads to be eyes out there. People are buying property in the Highlands and they are not contacting Planning or the Building Department. Then the next thing we know they have a container, a fifth-wheel, stuff on the property, then they end up being our nuisance program. We are trying to keep that to a minimum and keep people on track and be compliant with what they are doing.

Commissioners Gilman and Carmona praised the improvements in the Community Development Department.

Erik Schoen, Community Chest

- Thanked Storey County IT team. Giant Zoom screen is in higher use because of less lag time and greater participation for statewide meetings in the library.
- Summer will be record-setting for children enrolled in the summer program. Now have 60-65 children expected daily. People are anxious to get back to face-to-face and in person.
- Face-to-face day for seeing the provider for health care services has been changed from Monday to Thursday. Can do telehealth Monday-Thursday.

**Austin Osborne, County Manager**

- Board sent letter to the governor keeping the contract the same, allowing EDAWN and NNDA to both provide economic development services in Storey County. GOED sent a letter to us this week from Michael Brown saying they appreciated the letter, and that the Governor's Office intends to keep things the same and allow both agencies to continue to work in Storey County.
- May 26 at 5:15 p.m. will conduct at town hall at the Highlands Mailboxes, to discuss roads, CIP projects and budget and other considerations, but nothing in particular.

**9. BOARD COMMENT (No Action – No Public Comment):**

Commissioner Mitchell reported on swing dancing at the Fourth Ward School Museum. Band was banjo, clarinet and washboard. Had 70-75 people show up.

Commission Chairman Carmona said the town had a busy weekend with the Grand Prix and complimented the sheriff's office and fire department for being available and dealing with issues. Planning Commissioner Summer Pellett participated in the race, and she finished. So kudos to Summer.

**10. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval for Special Use Permit 2022-01 request by applicant Westgate Petroleum Company and Golden Gate

Partners/SET Petroleum of Nevada, LLC to construct a fuel storage and distribution facility. The proposed project will contain storage tanks and vessels to store and distribute Av Gas, Methanol, Jet A, Renewable Diesel, Ethanol, Butane and Propane. The subject property is located at 300 Ireland Drive, Tahoe Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN 005-051-06). The property is currently vacant and has access from Ireland Drive. A higher bench has been graded along the western property boundary that allows for rail access to the site. This site is immediately north of the existing Golden Gate Petroleum refining, reclaiming and storage field. \*

\*In addition to provisions of the NRS, any person may complete and return to the Board or Planning Commission a statement supporting or opposing the proposed Special Use Permit. Additional information, including but not limited to, reports and maps may be obtained from the Planning Department at 775-847-1144 or email [planning @storeycounty.org](mailto:planning@storeycounty.org)

Senior Planner Kathy Canfield said the permit was for a fuel storage and distribution facility. Because of the fuel material on site, NRS has additional requirements. Project was noticed in March 18 paper, plus notice was sent out to neighbors. State fire marshal, state Department of Business and Industry and NDEP were required to be notified and offer comments. Prior to the Planning Commission, we received one request. Comments came from state agencies, and none raised any red flags. Yesterday, she received one e-mail of opposition from a nearby property owner. She sent the staff report and did not receive comments back. One of the changes to the staff report, applicant has a different name. It is the same entity, but Golden Gate Terminal LLC is the new entity name. The Planning Commission discussed this project April 21 and voted unanimously to recommend approval and staff is recommending approval.

Commissioner Gilman supported the permit since they have been operating there for the past 15 years.

Commissioner Mitchell clarified that this is storage and distribution facility, not manufacturing. He asked who was opposed. Ms. Canfield said Mike Brown, CPM candidate, senior real estate manager for CBRE Property Manager. No specific reason was given for opposition.

### **Recommended motion for approval**

In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*commissioner*), move to approve Special Use Permit 2022-01, a request by the applicant Golden Gate Terminal, LLC, to construct and operate a fuel storage and distribution facility. The subject property is located at 300 Ireland Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, a portion of Assessor's Parcel Number (APN) 005-051-06.

- (1) This approval is for Special Use Permit 2022-01, a request by the applicant Golden Gate Terminal, LLC, to construct and operate fuel



storage and distribution facility. The subject property is located at 300 Ireland Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, a portion of Assessor's Parcel Number (APN) 005-051-06.

- (2) The Special Use Permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.E of this staff report and the contents thereof are cited in an approval of this Special Use Permit.
- (3) The subject property is located within an existing industrial neighborhood in the McCarran area of Storey County. The zoning is based on the 1999 Storey County Zoning Ordinance which identifies this property as I-2 Heavy Industrial. The proposed facility is defined as a "fuels storage and distribution" and requires a Special Use Permit.
- (4) Granting of the Special Use Permit, with the conditions of approval listed in Section 4 of this report, will not under the circumstances of the particular case adversely affect to a material degree the health or safety of persons/property in the neighborhood of the subject property. The project is expected to meet the safety and health requirements for the subject area. The use will also be subject to building and fire plan review in order to ensure compliance with federal, state and other codes.
- (5) The Special Use Permit will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding area, and it will comply with all federal, state and county regulations.
- (6) The conditions under the Special Use Permit do not conflict with the minimum requirements in the 1999 Storey County Zoning Ordinance Sections 17.37 I-2 Heavy Industrial and 17.62 Special Uses.
- (7) Granting of the Special Use Permit will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons working in the neighborhood or area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property improvements in the neighborhood or area of the subject property.

Public Comment: None

**Motion:** In accordance with the recommendation by the Planning Commission and staff, the findings of fact under Section 3A of this report, and other facts deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I, Commissioner Mitchell, move to approve Special Use Permit #2022-01, the request by the applicant, Golden Gate Terminal LLC, to construct and operate a fuel storage and distribution facility. The subject

property is located at 300 Ireland Drive, Tahoe Reno Industrial Center, McCarran, Storey County, NV, a portion of Assessor's Parcel APN 005-051-06. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

**10. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of Resolution No. 22-639, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2021-22 fiscal year and superseding prior year action by resolution for appointed Storey County employees with adjustments adding a Business Development Officer and increasing the pay grade for less-than-part-time (IPT) Lifeguard and IPT Pool Supervisor.

Jeannie Green, Labor Relations, we are requesting this be approved affecting today to help us. Recruit

No Public Comment

Commission Mitchell said that in order to keep the pool open we must be competitive and also supported the Business Development Manager position.

**Motion:** I, Commissioner Mitchell move to approve the Resolution No. 22-639, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2021-22 fiscal year and superseding prior year action by resolution for appointed Storey County employees with adjustments adding a Business Development Officer and increasing the pay grade for less-than-part-time (IPT) Lifeguard and IPT Pool Supervisor. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

**11. DISCUSSION/POSSIBLE ACTION:** Storey County 22-23 Final Budget Update.

Comptroller Jennifer McCain gave an update of what happened between the tentative and final budget, which the BOC will vote on at the next meeting on May 17. They will then receive the official Nevada Taxation forms for their signatures. There were revenue changes on the General Fund. There was a correction of the SCCRTs, to match the Taxation numbers that they send us, of an additional \$91,000.00. Everything else that Taxation sent matched exactly what the previous Clerk-Treasurer had calculated. There is an increase in the jail/court fees and rents to be in line with the current trends, which is about \$80,000.00. She corrected a mistake on the summary sheet, which is an additional \$126,000.00. Expenses changes for the General Fund in payroll – wages and benefits – include an increase of \$51,000.00 This is due to Resolution 22-640, incentive added for the Sheriff's Office. There were a few re-classes, and this was a total increase of just the wages of \$123,500.00. Payroll benefit changes include the insurance increase reduction from 12 percent to 5 percent and some PACT calculation errors. This is reflected as a negative \$71,000.00, which brought us to the total increase of \$51,000.00. Other changes in various departments include:

- The Commissioners Department had a total change of \$46,700.00, which is an additional line item in the NACO/EDAWN account of \$50,000.00, which is attributed to extra for the conference that was discussed earlier that we are putting on and some possible



transportation items and a few things not quite nailed down. \$50,000.00 was going to cover these. There was a decrease in the Conservancy payment of approximately \$3,000.00.

- IT had a negative change of \$50,500.00 which was due to budgeting for rental of the temporary office, \$22,000.00 that was removed. There is an issue with his new office, the drain over the door, what was taken out of IT's budget and put into Buildings and Grounds. There were also a few cleanup items of several major computer outlays.
- The Comptroller's Office has an additional \$4,500.00 which is due to something that has come up with the major grants that we are doing. Ms. McCain said she will be accompanying Lara and Honey to Washington DC in September to go over some of those major grants. All these changes were in the summary sheets that were presented to you. Since those summary sheets were presented, we have had a few other items come up.
- The Assessor and Clerk's offices are now not quite splitting in half but the portion of the support maintenance that was taken out of the Assessor's Office and moved into the Clerk-Treasurer's budget is approximately \$13,000.00.
- The Administrative Department, which is also HR, had several additional account numbers created. This is due to the indigent fund, and it cannot be associated with the courts any longer. It was decided that the HR Department was the best place to put those. An additional \$24,000.00 was budgeted.
- Buildings and Grounds has had an additional \$7,500.00 which was the IT door drain.
- All of this increased our contingency fund by \$30,000.00. With all these changes, we still have approximately \$594,000.00 more in revenue than we have in expenses, and this is not including any transfers that come after that is tallied.
- Additional transfers that we had to put in the budget is an additional \$500,000.00 out of the General Fund into the TRI Payback to ensure there is enough budgeted in the TRI Payback when the next audit is done. \$78,000.00 into emergency mitigation and \$100,000.00 into grants to cover all the matches that we must have in that fund to pay for those projects.
- With all these changes, that is leaving our ending fund balance at \$15,330,000.00, which is slightly lower than what we had before, but as we discussed, the necessary things that are happening within the county, will drop that fund balance slightly.
- Other funds that have some major changes is the Road, which had a small decrease in the payroll items that were discussed earlier, the insurance and Resolution 22-640. Equipment Acquisition has an increase due to the increase in funding to the TRI Payback Fund.
- Capital Projects has some decreases due to removing the rehab of the IT's TRI office space, and adjusting other IT projects, to make it more in line with the CIP and moving some of those to future years.
- In the grant fund, \$2.5 million being planned for the Lockwood Community Center, has been moved out of the General Fund and into the Grant Fund.
- There will be a revenue of \$2.5 million and then it will be a transfer into Capital Projects.

Public Comment: None

**12. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of a quote for temporary stairs, wheelchair ramp, handrails, and guardrails at the V&T Freight

Depot at 105 North E Street, Virginia City, from Shaheen Beauchamp Builders for an estimated amount of \$12,268.00.

Mr. Northan said the proposal is to construct temporary stairs, a wheelchair ramp, handrails for the ramp and guardrails around the Depot. This is to get the building ready by July 1. Received 2 quotes, one higher. These are temporary improvements to get the building ready for July 1. They will be used until we have a preservation plan where there will be more permanent improvements once we have a consultation with SHPO and the Comstock Historic District. Mr. Carmona asked if the temporary items could be used for some other facility in the future. Mr. Northan said there would be concrete footings out in the yard, but the rest of it attaches to the building as minimally as possible, so there would be some lumber. He said the temporary structures will be painted because it could be up to 18 months before anything permanent is built.

Public Comment: None

**Motion:** I, Commissioner Mitchell move to approve the quote for temporary stairs, wheelchair ramp, handrails and guardrails at the V&T Freight Depot at 105 North E St., Virginia City, from Shaheen Beauchamp Builders for an estimated amount of \$12,268.00. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

**13. DISCUSSION/POSSIBLE ACTION:** Presentation of a draft strategic plan outline and discussion about options for public process needed to develop the Storey County Strategic Plan

Ms. Ritter, Linda Ritter Consulting, said the strategic plan process began in 2000 and the BOC approved the mission and vision statements when COVID hit. Rather than go out to the public first, Ms. Ritter worked with the county department heads to develop plans. With a strategic plan, you start with your mission and vision statements, where you want to go and what you need to do to get there. What opportunities are there, also what kinds of threats are there that can get in the way. Then you also look at internal strengths and weaknesses, what do you have going on internally that can help you get things done. Where you need to build some strengths. From that analysis, when you apply that to each one of those goals and come up with your tactics and initiatives. Your vision statement that you had adopted was "Storey County is a place where independence is valued with the rural Nevada lifestyle, in which history is treasured and where businesses, large and small, thrive." The adopted mission statement, "We strive to provide excellent, efficient, and predictable services, to be accessible and transparent, to preserve our past and embrace our future, and to provide safe and welcoming places for our residents, businesses, and stakeholders." From that, you will see in your packet I developed some possible objectives after working with all the department heads. First, the safety, the health, the character and the independence and the economy of the different communities. Next, to celebrate and preserve history. Then encouraging business, collaborating with local businesses, establishing that line of communication and supporting the growth of those businesses. Moving into how you are going to provide services, accessible and transparent government, public participation being a key part of that. And then exceptional services, those exceptional services being excellent, efficient and predictable. Much of this comes from the work that your departments have done. Ms. Ritter listed two options – a blank-page approach, going into the communities and getting



input, or creating a draft for existing analysis, holding a public hearing and then taking that draft into the communities. Mr. Osborne asked which option she thought was preferable and Ms. Ritter said because so much work has been done by the departments, that the second option was preferable. Mr. Osborne asked if she felt the department heads were attuned to the communities in what was going on across the county and its different needs. Ms. Ritter said the departments were very engaged with what is happening in that operation. Mr. Gilman supported community meetings. Mr. Mitchell supported putting a draft together. Mr. Carmona said that having some direction was preferable to the wide-open plan.

Public Comment: None

The commissioners directed Ms. Ritter to put together a draft plan to take out to the communities.

#### **14. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD.**

**15. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval to donate a Ford 12 passenger van to Storey County.

Chief Loncar has a 12-passenger van he loaned to the senior center, which Director Stacy York has said was a good asset. Chief Loncar said the fire district had no use for it and asked to donate it to the county so the senior center can continue to use it.

Public Comment: None

Comptroller Jennifer McCain gave a high-level third quarter review of where the district was. Revenues for the fire district have 8 percent left to collect. The General Fund has 3 percent left to collect. Revenues for the district are at 29 percent of the remaining budget and just under 25 percent available expenses. For both the revenue and expenses the chief is building an ending fund balance at a comfortable level. For the 22-23 budget, revenues are \$363,000 over expenses. Transfers will leave a decrease in the ending fund balance of \$140,000. This is not where we would like to see the ending fund balance. There is an 11 percent increase in general fund. There will be a slight decrease due to the Tesla catch-up payment. The license fees for the fire prevention program have been moved from Community Development. The fire district will receive funds from licenses for the first time since 2016. The overall increase in expenses in the general funds are between 10 and 11 percent, due to merit wage increases. Services and supplies are up by 9 percent, due to training, personal protective equipment, which expires after so many years. We are trying to get more rotation and that is causing more upfront money. A transfer of \$500,000 from the Mutual Aid Fund will go to the Capital Projects Fund.

No Public Comment

**Motion:** I, Fire Commissioner Mitchell move to approve the donation of the van to Storey County. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

**16. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of the purchase of RIMS Mobile Computer Software for emergency response and iRIMS Fire, to replace the district's current Mobile Data Terminal software that has recently expired at an estimate amount of \$28,000

Chief Loncar described a mobile data terminal as something that supplies real-time information to our crews who are out in the field. As Dispatch is physically putting in the information, this is a means for staff to get it in real time, that will help save time in response, giving staff information about residents, businesses or whatever they are responding to. HE said they tried a company called Streetwise, and it didn't fit the county model. He said part of this software is currently being used by Dispatch already, so the desire is to consolidate the software. IT has identified problems with some of our other software we have, the E-Dispatch. He expects to possibly end E-Dispatch and have an annual savings. The additional upfront cost is not to exceed \$28,000.00, to allow for changes in pricing. Mr. Carmona expressed support for this.

Public Comment: None

**Motion:** I, Fire Commissioner Mitchell move to approve the purchase of RIMS Mobile Computer Software for emergency response and iRIMS Fire along with associated installation fees and support not to exceed \$28,000. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

**17. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of Personnel Policies P101 Personnel Administrative Directive, P102 Computing Time for Notice, P103 Employee Changes of Address, P104 Personnel Files, P105 Personnel Files-Confidential, P106 Disposal of Personnel Records, P401 Position Classification Plan, P402 Reclassification, and P1002 Definitions for the Storey County Fire Protection District

Chief Loncar said this is a continuation of changes in policies that is like what the fire district is already working with under the county's policies.

Public Comment: None

**Motion:** I, Fire Commissioner Mitchell move to approve the presented Personnel Policies P101 Personnel Administrative Directive, P102 Computing Time for Notice, P103 Employee Changes of Address, P104 Personnel Files, P105 Personnel Files-Confidential, P106 Disposal of Personnel Records, P401 Position Classification Plan, P402 Reclassification, and P1002 Definitions for the Storey County Fire Protection District. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.



**18. DISCUSSION ONLY/NO ACTION:** New hire badge pinning for Battalion Chief Bob Ryser.

Chief Loncar recognized Battalion Chief Bob Ryser, who completed his probationary period. Chief Loncar said he was very proud of the district and where it was moving, and that the district had a lot of very talented officers. He said Chief Ryser had 18 years in the fire service and the two worked together at the State Fire Marshal's Office, helping teach firefighters across the state. Mr. Carmona administered the oath to Mr. Ryser, and he received his badge. Photo was taken.

**18. DISCUSSION ONLY/NO ACTION:** Fire District 22-23 Final Budget update.

Comptroller McCain said the fire budget was tight. Increased revenue was approximately \$125,000.00 in the ambulance billing line item and the GRD ER transport line item. Changes in expenses are minimal; they had a few payroll changes that had to do with the resolutions that were signed at previous meetings, uniform allowances and just a few shifts in some benefit items, and that totally equated to approximately a \$3,000.00 increase. There was a decrease in building maintenance as it was decided that the siding and painting of Station 72 was a county expense because it is a county building. There as an increase I the transfer to the Capital Fund of \$200,000.00, and not reflected in the summary sheet is an increase in the TRI Payback transfer of \$150,000.00 This leaves the General Fund with an ending fund balance of \$1,587,000.00 with revenue over expenses difference of \$502,000.0. It has been decided that the excess revenues over the next few years will be moved into the Capital Projects Fund to help plan for a rehab of Station 71. Chief is currently going for a grant for that. The Capital Project Fund, because of the transfer, will see an increased revenue of \$200,000.00. This will go towards an increase of equipment. We are seeing an increase in prices for the brush truck and other large items. The fire district will be paying 25 percent of the fuel pump replacement in the VC fuel station and the TRI fuel station, which will increase that budget by \$39,000.00.

Public Comment: None

**20. RECESS TO CONVENE AS THE STOREY COUNTY WATER/SEWER BOARD**

**21. DISCUSSION/POSSIBLE ACTION:** Storey County Water-Sewer 22-23 Final Budget update.

Comptroller McCain said this budget is very tight. It had the same payroll and benefits budget increases, and health care decreases as discussed previously. Total decrease of \$56.00 in the Water Fund balance and \$307.00 in the Sewer Fund Balance.

Public Comment; None

**22. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF HIGHWAY COMMISSIONERS**

**23. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval to elect the chair of the Storey County Board of Highway Commissioners

Assistant District Attorney Keith Loomis said that as of the last meeting, the BOC approved activation of BOHC, and first have you sworn in. The highway commissioners were sworn in by Clerk-Treasurer Doreayne Nevin. Mr. Loomis said the first duty was to elect the chairman

Public Comment: None

**Motion:** I, Commissioner Gilman, move to nominate Commissioner Jay Carmona as the chairman of the Board of Highway Commissioners. **Seconded by:** Commissioner Mitchell.

**Vote:** Motion carried by unanimous vote.

**24. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval to elect the clerk of the Storey County Board of Highway Commissioners and requesting the County Clerk, the County Comptroller, and the County Public Works Director to assist in the performance of the clerk's duties

Public Comment: None

**Motion:** I, Commissioner Gilman, move to nominate Commissioner Clay Mitchell as the clerk of the Board of Highway Commissioners. **Seconded by:** Commissioner Carmona. **Vote:** Motion carried by unanimous vote.

**25. DISCUSSION ONLY/NO ACTION:** Report of Public Works Director regarding roads in Storey County

Mr. Northan for Public Works Director Jason Wiezrbicki said Six Mile Canyon will be striped today. Lousetown Road will be striped on Wednesday. Pavement crack-sealing season has started. The eastbound lane of Six Mile Canyon is complete and will start the west side after striping. Crack sealing is going on around town today. Since July 11, 2021, 67 culverts and several miles of ditches have been installed in Mark Twain. The department is on target with the start date of May 16 for the 2022 Road Rehab Project. The department will be patching with grind and overlay, about 900 tons of asphalt and roughly 30,000 square yards of slurry throughout Virginia City and Mark Twain.

Public Comment: None

**26. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

**27. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of Business License Second Readings

A. Bighorn Fence LLC – Contractor / 23600 Tinhorn Rd ~ Reno, NV

B. BrandSafway Services LLC – Contractor / 535 Walt Dr. Ste A ~ Fairfield, CA



C. ENG BIM Company LLC - Out of County / 1931 Newport Blvd ~ Mesa, CA  
D. Larry's Gourmet Coffee House LLC - General 145 S. C St. Ste B ~ Virginia City, NV  
E. MKD Construction, Inc. - Contractor / 20 Stokes Dr. ~ Mound House, NV  
F. Pokrajac Corporation - Contractor / 49 Industrial Pkwy ~ Mound House, NV  
G. SX VC, LLC - General / 5 N. C St. ~ Virginia City, NV  
H. Tesla, Inc. -General / 550 Milan ~ McCarran

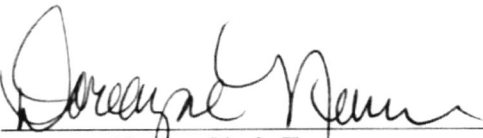
Public Comment: None

**Motion:** I, Commissioner Mitchell hereby move approve the second readings of business licenses listed on our agenda under item 27, known as A through H. **Seconded by:** Commissioner Gilman. **Vote:** Motion carried by unanimous vote.

**28. PUBLIC COMMENT (No Action):** None

**29. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA:**  
Chairman Carmona adjourned the meeting at 1:53 p.m.

Respectfully submitted,

By:   
Doreayne Newin, Clerk-Treasurer.



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$1,170,703.66
- **Recommended motion:** Approval of claims as submitted
- **Prepared by:** Cory Y Wood

**Department:**                      **Contact Number:** 7758471133

- **Staff Summary:** Please find attached claims
- **Supporting Materials:** See attached
- **Fiscal Impact:** N/A
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:** \_\_\_\_\_

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued





# STOREY COUNTY

## Check Register

Packet: APPKT04198 - 2022-06-03 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405205	NEV DEPT HEALTH/HUMAN SVC	06/03/2022	EFT	0.00	1,110.06	10299
406510	SILVER STATE GOVERNMENT RELAT	06/03/2022	Regular	0.00	4,000.00	106803
300008	AFSCME LOCAL4041	06/03/2022	Regular	0.00	599.40	106804
403795	ALPINE LOCK INC	06/03/2022	Regular	0.00	6.00	106805
100135	ALSCO INC	06/03/2022	Regular	0.00	130.00	106806
403651	ARC HEALTH AND WELLNESS	06/03/2022	Regular	0.00	251.00	106807
404420	ARCADIA PUBLISHING INC	06/03/2022	Regular	0.00	540.35	106808
403959	BENDER, DEBORAH	06/03/2022	Regular	0.00	30.00	106809
406626	BOTOSANU, GEORGE	06/03/2022	Regular	0.00	20.00	106810
405077	MACKAY MANSION	06/03/2022	Regular	0.00	671.50	106811
406601	GET TRASH'D REMOVAL SERVICE	06/03/2022	Regular	0.00	350.00	106812
403671	WASHOE CLUB MUSEUM	06/03/2022	Regular	0.00	327.75	106813
99763	CANYON GENERAL IMPROVEMENT I	06/03/2022	Regular	0.00	869.20	106814
404216	CARSON VALLEY OIL CO INC	06/03/2022	Regular	0.00	5,667.78	106815
404991	CENTRAL SIERRA CONST INC	06/03/2022	Regular	0.00	3,125.00	106816
403775	CHARM-TEX	06/03/2022	Regular	0.00	59.90	106817
406146	CHOLLAR MINE 1859, LLC	06/03/2022	Regular	0.00	2,159.50	106818
405134	CMC TIRE INC	06/03/2022	Regular	0.00	9,833.02	106819
403887	COMSTOCK GOLD MILL LLC	06/03/2022	Regular	0.00	102.00	106820
406406	COMSTOCK PROPANE	06/03/2022	Regular	0.00	2,447.03	106821
404684	DASH MEDICAL GLOVEWS INC	06/03/2022	Regular	0.00	734.50	106822
405648	DIANNE S. DRINKWATER PC	06/03/2022	Regular	0.00	840.00	106823
404176	DX-10 INC	06/03/2022	Regular	0.00	10,625.49	106824
405232	EBBERT, MARLINDA	06/03/2022	Regular	0.00	845.00	106825
404547	ELLIOTT AUTO SUPPLY INC	06/03/2022	Regular	0.00	35.65	106826
403835	EWING IRRIGATION PRODUCTS, INC	06/03/2022	Regular	0.00	366.67	106827
403216	FARR WEST ENGINEERING	06/03/2022	Regular	0.00	1,559.25	106828
404509	FASTENAL COMPANY	06/03/2022	Regular	0.00	679.71	106829
402959	FLAG STORE OF NEV INC-THE	06/03/2022	Regular	0.00	188.00	106830
405969	FLEETPRIDE, INC	06/03/2022	Regular	0.00	381.18	106831
100826	FOURTH WARD SCHOOL MUSEUM	06/03/2022	Regular	0.00	347.50	106832
101899	GRAINGER	06/03/2022	Regular	0.00	287.37	106833
103470	GREAT BASIN TERMITE & PES	06/03/2022	Regular	0.00	75.00	106834
404394	GTP ACQUISITIONS PARTNERS, LLC	06/03/2022	Regular	0.00	1,187.83	106835
406632	WILDERNESS FORESTRY INC	06/03/2022	Regular	0.00	36,000.00	106836
404778	HAT, LTD	06/03/2022	Regular	0.00	471.06	106837
406610	FIREFIGHTER WOODWORKS NV	06/03/2022	Regular	0.00	3,569.50	106838
403040	HENRY SCHEIN, INC.	06/03/2022	Regular	0.00	1,874.25	106839
406431	HERBERT, RAYMOND	06/03/2022	Regular	0.00	25.00	106840
405182	HILLER, BLAKE	06/03/2022	Regular	0.00	150.00	106841
403105	HOSE & FITTINGS ETC	06/03/2022	Regular	0.00	113.13	106842
403951	HOT AUGUST NIGHTS INC	06/03/2022	Regular	0.00	30,000.00	106843
403753	HOT SPOT BROADBAND INC	06/03/2022	Regular	0.00	169.00	106844
406603	HUSTLER HYDRAULICS LLC	06/03/2022	Regular	0.00	162.88	106845
100978	INTERSTATE OIL CO	06/03/2022	Regular	0.00	2,529.25	106846
403834	IT1 SOURCE LLC	06/03/2022	Regular	0.00	9,556.62	106847
103317	SILVER STATE INTERNATIONAL	06/03/2022	Regular	0.00	26,232.46	106848
406630	KERR, ELI	06/03/2022	Regular	0.00	400.00	106849
406634	KREUTZ, DIANNE	06/03/2022	Regular	0.00	300.00	106850
404043	TAHOE CARSON RADIOLOGY	06/03/2022	Regular	0.00	23.00	106851
101030	LIFE-ASSIST INC	06/03/2022	Regular	0.00	1,131.90	106852
404363	MA LABORATORIES INC	06/03/2022	Regular	0.00	1,397.20	106853
404786	THE ROASTING HOUSE LLC	06/03/2022	Regular	0.00	3,739.80	106854
406484	LAST RESORT DJ SERVICE	06/03/2022	Regular	0.00	800.00	106855

## Check Register

Packet: APPKT04198-2022-06-03 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405307	THE TOMBSTONE COWBOYS/HELLD	06/03/2022	Regular	0.00	2,205.00	106856
406613	MKD CONSTRUCTION, INC	06/03/2022	Regular	0.00	89,078.00	106857
406625	FORZA FORENSICS, LLC	06/03/2022	Regular	0.00	1,600.00	106858
405498	NATIONAL ELEVATOR INSPECTION S	06/03/2022	Regular	0.00	563.92	106859
101226	NEV COMPTROLLER	06/03/2022	Regular	0.00	114.65	106860
406600	NORTHWEST FIRE FIGHTER BENEFIT	06/03/2022	Regular	0.00	4,024.74	106861
403547	NUTRIEN AG SOLUTIONS, INC	06/03/2022	Regular	0.00	155.00	106862
405170	NV PRESORT & MAIL MARKETI	06/03/2022	Regular	0.00	1,922.39	106863
406627	NVB EQUIPMENT	06/03/2022	Regular	0.00	4,554.82	106864
99806	OCCUPATIONAL HEALTH CENTE	06/03/2022	Regular	0.00	298.00	106865
102782	OFFICE DEPOT INC	06/03/2022	Regular	0.00	64.68	106866
405127	O'REILLY AUTO ENTERPRISES LLC	06/03/2022	Regular	0.00	156.39	106867
404556	OUTFRONT MEDIA LLC	06/03/2022	Regular	0.00	690.00	106868
406093	NEVADA APPEAL	06/03/2022	Regular	0.00	75.00	106869
103486	PAPE MACHINERY	06/03/2022	Regular	0.00	269.52	106870
404712	PARSON, REBECCA	06/03/2022	Regular	0.00	87.36	106871
403895	WAY IT WAS MUSEUM	06/03/2022	Regular	0.00	143.50	106872
101435	PITNEY BOWES GLOBAL (LEA)	06/03/2022	Regular	0.00	165.12	106873
404797	PYROGUYS, INC	06/03/2022	Regular	0.00	9,000.00	106874
402937	RAY MORGAN CO INC (CA)	06/03/2022	Regular	0.00	1,211.52	106875
103307	RECORDERS ASSOC OF NEV	06/03/2022	Regular	0.00	25.00	106876
406629	REINSHAGEN-HERNANDEZ, OLIVIA	06/03/2022	Regular	0.00	140.00	106877
403944	RENO TAHOE SPECIALTY INC	06/03/2022	Regular	0.00	174.00	106878
101568	SANI-HUT COMPANY INC	06/03/2022	Regular	0.00	510.00	106879
406367	SHEPHERD SCOTT F.	06/03/2022	Regular	0.00	500.00	106880
405081	SHERMARK DISTRIBUTORS INC	06/03/2022	Regular	0.00	181.00	106881
404187	SHOAF, BRIAN ALLEN	06/03/2022	Regular	0.00	6.00	106882
102462	SIERRA ENVIRONMENTAL MONITOR	06/03/2022	Regular	0.00	649.00	106883
404750	SIERRA NEVADA CONTST, INC	06/03/2022	Regular	0.00	22,500.00	106884
101630	NV ENERGY	06/03/2022	Regular	0.00	15,021.21	106885
	**Void**	06/03/2022	Regular	0.00	0.00	106886
101632	SIERRA PEST CONTROL INC	06/03/2022	Regular	0.00	55.00	106887
406633	SNELLING, SCOTT	06/03/2022	Regular	0.00	775.50	106888
405475	STAPLES BUSINESS ADVANTAGE	06/03/2022	Regular	0.00	265.38	106889
101335	STATE OF NEVADA, DEPT OF TAXAT	06/03/2022	Regular	0.00	181.38	106890
406494	ROY C STRALLA ATTORNEY AT LAW	06/03/2022	Regular	0.00	3,125.00	106891
403892	PONDEROSA MINE TOURS	06/03/2022	Regular	0.00	1,767.00	106892
404675	SUPERIOR POOL PRODUCTS	06/03/2022	Regular	0.00	715.20	106893
403971	SYN TECH SYSTEMS INC	06/03/2022	Regular	0.00	1,100.00	106894
404845	THOMAS PETROLEUM LLC	06/03/2022	Regular	0.00	5,423.98	106895
403225	TRI GENERAL IMPROVEMENT	06/03/2022	Regular	0.00	485.02	106896
405649	U.S. ARMOR CORPORATION	06/03/2022	Regular	0.00	186.33	106897
404828	V & T ROCK, INC	06/03/2022	Regular	0.00	630.49	106898
405735	VC TOURS LLC	06/03/2022	Regular	0.00	531.00	106899
403983	VCTC	06/03/2022	Regular	0.00	50.00	106900
403894	VIRGINIA & TRUCKEE RR CO, INC.	06/03/2022	Regular	0.00	1,232.00	106901
103237	WESTERN ENVIRONMENTAL LAB	06/03/2022	Regular	0.00	326.00	106902
101920	WESTERN NEVADA SUPPLY CO	06/03/2022	Regular	0.00	928.26	106903
404481	CNA SURETY	06/03/2022	Regular	0.00	93.75	106904



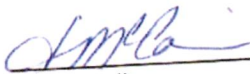
Check Register

<b>Vendor Number</b>	<b>Vendor DBA Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
404295	WELLS ONE COMMERCIAL CARD	06/03/2022	Bank Draft	0.00	32,330.09	DFT0001117

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	159	101	0.00	341,944.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	34	1	0.00	32,330.09
EFT's	1	1	0.00	1,110.06
	<b>194</b>	<b>104</b>	<b>0.00</b>	<b>375,384.89</b>

Approved by the Storey County Board of Commissioners:

_____ Chairman	_____ Commissioner	_____ Commissioner
 Comptroller		<u>6-10-22</u> Date
_____ Treasurer		_____ Date

**Fund Summary**

<b>Fund</b>	<b>Name</b>	<b>Period</b>	<b>Amount</b>
999	Pooled Cash Account	6/2022	375,384.89
			<b>375,384.89</b>





STOREY COUNTY

# Payment Reversal Register

APPKT04201 - 2022-06-03 Void 106804 AFSCME cw

## Canceled Payables

Vendor Set: 01 - Storey County Vendors

Bank: AP Bank - AP Bank

Vendor Number 300008 Vendor Name AFSCME LOCAL4041

Payment Type Check Payment Number 106804

Payable Number: INV0016140

Description AFSCME

Original Payment Date	Reversal Date	Cancel Date	Total Vendor Amount	Payment Amount
06/03/2022	06/03/2022	06/03/2022	-599.40	-599.40
Payable Date	Due Date	Payable Amount		
04/15/2022	04/15/2022	599.40		

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

*[Signature]*

6-10-22

Comptroller

Date

Treasurer

Date

**Bank Code Summary**

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP Bank	-599.40	0.00	-599.40
<b>Report Total:</b>	<b>-599.40</b>	<b>0.00</b>	<b>-599.40</b>





STOREY COUNTY

# Payroll Check Register Report Summary

Pay Period: 5/23/2022-6/5/2022

Packet: PRPKT01429 - 2022-06-10 Payroll LS  
Payroll Set: Storey County - 01

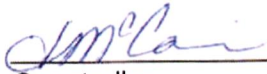
Type	Count	Amount
Regular Checks	4	7,807.33
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	175	396,292.48
Total	179	404,099.81

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

  
Comptroller

6-10-22  
Date

Treasurer

Date



## STOREY COUNTY

## Check Register

Packet: APPKT04211 - 2022-06-10 PR Payment LS

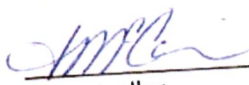
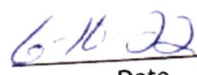
By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT	06/10/2022	EFT	0.00	87,304.09	10300
404639	VOYA RETIREMENT INS	06/10/2022	EFT	0.00	10,896.94	10301
300003	AFLAC	06/10/2022	Regular	0.00	1,223.19	106905
300008	AFSCME LOCAL4041	06/10/2022	Regular	0.00	615.76	106906
405610	CALIFORNIA STATE DISBURSEMENT	06/10/2022	Regular	0.00	388.15	106907
405519	CIGNA HEALTH & LIFE INSURANCE C	06/10/2022	Regular	0.00	104,832.52	106908
300001	COLONIAL LIFE & ACCIDENT	06/10/2022	Regular	0.00	103.38	106909
404704	NATIONWIDE	06/10/2022	Regular	0.00	116.18	106910
405264	FIDELITY SEC LIFE INS CO	06/10/2022	Regular	0.00	1,002.76	106911
405263	KANSAS CITY LIFE INS CO	06/10/2022	Regular	0.00	5,921.45	106912
406598	MICHIGAN STATE DISBURSEMENT L	06/10/2022	Regular	0.00	622.30	106913
300011	NEVADA STATE TREASURER	06/10/2022	Regular	0.00	2.00	106914
406600	NORTHWEST FIRE FIGHTER BENEFIT	06/10/2022	Regular	0.00	32,220.44	106915
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	06/10/2022	Regular	0.00	825.38	106916
300010	STATE COLLECTION & DISBURSEMEI	06/10/2022	Regular	0.00	96.54	106917
300006	STOREY CO FIRE FIGHTERS ASSOC	06/10/2022	Regular	0.00	1,560.00	106918
300005	WASHINGTON NATIONAL INS	06/10/2022	Regular	0.00	578.58	106919
300002	WESTERN INSURANCE SPECIALTIES	06/10/2022	Regular	0.00	335.39	106920

## Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	31	16	0.00	150,444.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	5	2	0.00	98,201.03
	36	18	0.00	248,645.05

Approved by the Storey County Board of Commissioners:

_____ Chairman	_____ Commissioner	_____ Commissioner
 Comptroller		 Date
_____ Treasurer		_____ Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2022	248,645.05
			<u>248,645.05</u>





STOREY COUNTY

# Check Register

Packet: APPKT04212 - 20220610 PERS 715 LS

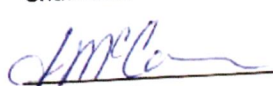
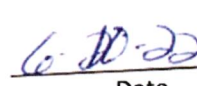
By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT	06/10/2022	EFT	0.00	59,350.86	10302

## Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	59,350.86
	2	1	0.00	59,350.86

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller		Date
Treasurer		Date

**Fund Summary**

<b>Fund</b>	<b>Name</b>	<b>Period</b>	<b>Amount</b>
999	Pooled Cash Account	6/2022	59,350.86
			<u>59,350.86</u>



STOREY COUNTY

# Vendor History Report

## By Vendor Name

Posting Date Range 06/10/2022 - 06/10/2022

Payment Date Range 06/10/2022 - 06/10/2022

Payable Number	Description	Units	Price	Post Date	Amount	1099	Payment Number	Account Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors																
405424 - OPTUM BANK, MEMBER FDIC																
INV0016371	HSA Contributions	0.00	0.00	6/10/2022	10,350.66		DFT0001119		6/10/2022	Insurances	12,809.66	0.00	0.00	0.00	12,809.66	12,809.66
							001-29506-000				10,350.66	0.00	0.00	0.00	10,350.66	10,350.66
							020-29506-000				8,633.26					
							090-29506-000				891.40					
							130-29506-000				228.00					
							230-29506-000				198.00					
							231-29506-000				327.50					
											72.50					
INV0016372	HSA Contributions	0.00	0.00	6/10/2022	2,334.00		DFT0001120		6/10/2022	Fire-Ins	2,334.00	0.00	0.00	0.00	2,334.00	2,334.00
							250-29506-000				2,234.00					
							290-29506-000				100.00					
INV0016373	HSA Contributions	0.00	0.00	6/10/2022	125.00		DFT0001121		6/10/2022	Insurances	125.00	0.00	0.00	0.00	125.00	125.00
							001-29506-000				125.00					
Total 01 - Storey County Vendors:											12,809.66	0.00	0.00	0.00	12,809.66	12,809.66
Vendors: (1)											12,809.66	0.00	0.00	0.00	12,809.66	12,809.66
Report Total:											12,809.66	0.00	0.00	0.00	12,809.66	12,809.66

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
Comptroller	Date	Date
	6-10-22	
Treasurer	Date	Date





## STOREY COUNTY

## Vendor History Report


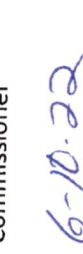
By Vendor Name

Posting Date Range 06/10/2022 - 06/10/2022

Payment Date Range 06/10/2022 - 06/10/2022

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Account Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount				Account Name	Dist Amount					
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0016393	Medicare	0.00	0.00	6/10/2022	001-29503-000	DFT0001122		6/10/2022	71,012.79	0.00	0.00	0.00	71,012.79	71,012.79
				14,032.88				Medicare	14,032.88				14,032.88	14,032.88
INV0016394	Social Security	0.00	0.00	6/10/2022	001-29505-000	DFT0001123		6/10/2022	1,696.56	0.00	0.00	0.00	1,696.56	1,696.56
				1,696.56				Social Security	1,696.56					
INV0016395	Federal Income Tax w/held	0.00	0.00	6/10/2022	001-29501-000	DFT0001124		6/10/2022	55,283.35	0.00	0.00	0.00	55,283.35	55,283.35
				55,283.35				Federal w/holding	55,283.35					
Vendors: (1) Total 01 - Storey County Vendors:									71,012.79	0.00	0.00	0.00	71,012.79	71,012.79
Report Total:									71,012.79	0.00	0.00	0.00	71,012.79	71,012.79

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner
	
Comptroller	Date
	6-10-22
Treasurer	Date



# Storey County Board of County Commissioners

## Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** For possible action, approval of business license first readings:
  - A. Bitcoin Depot – Out of County / 2870 Peachtree Rd. NW # 327 ~ Atlanta, GA
  - B. H & D Construction, LLC – Contractor / 1755 E. Plumb Ln # 170 ~ Reno, NV
  - C. Ironclad Electric – Contractor / 4690 Longley Ln. Ste 32 ~ Reno, NV
  - D. Stord Warehousing LLC – General / 727 Milan Ste. 300 ~ Sparks, NV
  - E. The Hungry Miners Kitchen – General / 355 N. F St. ~ Virginia City, NV
- **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)
- **Prepared by:** Ashley Mead

**Department:**                      **Contact Number:** 7758470966

- **Staff Summary:** First readings of submitted business license applications are normally approved on the Consent Agenda. The applications are then submitted at the next Commissioner's Meeting for approval.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

711

# Storey County Community Development

110 Toll Road ~ Gold Hill Divide  
P O Box 526 ~ Virginia City NV 89440



(775) 847-0966 ~ Fax (775) 847-0935  
CommunityDevelopment@storeycounty.org

To: Dore Nevin, Clerk's office  
Austin Osborne, County Manager

**June 13, 2022**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 21, 2022**

COMMISSIONERS Consent Agenda:

## **FIRST READINGS:**

- A. Bitcoin Depot** – Out of County / 2870 Peachtree Rd. NW # 327 ~ Atlanta, GA
- B. H & D Construction, LLC** – Contractor / 1755 E. Plumb Ln # 170 ~ Reno, NV
- C. Ironclad Electric** – Contractor / 4690 Longley Ln. Ste 32 ~ Reno, NV
- D. Stord Warehousing LLC** – General / 727 Milan Ste. 300 ~ Sparks, NV
- E. The Hungry Miners Kitchen** – General / 355 N. F St. ~ Virginia City, NV

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office





## Storey County Board of County Commissioners

### Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Business Personal Property Acct # CM001570 Trivium Packaging. Refund in the amount of \$4,439.33 due to incorrect year life on several assests.
- **Recommended motion:** approval
- **Prepared by:** Jana Seddon

**Department:**

**Contact Number:** 775-847-0961

- **Staff Summary:** Trivium packaging reached out to us to dispute a year life on several assets (This is for depreciation of an asset). Once they explained what the asset was and we did our research, we agreed they assets were given an incorrect year life. Trivium paid the original tax bill of \$258,358.92 so a refund of \$4,439.33 is due after the corrections. See attached for further information.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

# Jana Seddon

Storey County Assessor

Storey County Courthouse  
26 South B Street  
P.O. Box 494  
Virginia City, NV 89440

(775) 847-0961 Phone  
(775) 847-0904 Fax  
Assessor@storeycounty.org

May 23, 2022

Memo to: Storey County Commissioners

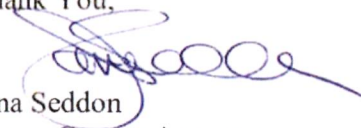
Re: **Unsecured Tax Bill Correction**

The following correction needs to be made to Trivium, Unsecured account # CM001570 for the 2021-22 tax year. The account was given incorrect year life to some assets. After an explanation of what the assets are, I agree that this is correct.

2021-22	Original	Corrected Value	Adjustment
Personal Property Acquisition Cost			-
Personal Property Assessed Value	11,702,570	11,649,921	(75,877)
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)	4,237,060	4,312,689	(75,629)
<b>2021-22 Unsecured Tax Bill Amt</b>	<b>\$ 258,358.92</b>	<b>\$ 253,919.59</b>	<b>\$ (4,439.33)</b>

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,

  
Jana Seddon  
Storey County Assessor

Certificate # 2021000091

## Certificate of Correction PREVIEW

5/19/2022

Tax Year 2022 (2021 - 2022)

## Storey County

Property Key: CM001570

Source: Unsecured

Type: Value Change

Owner: TRIVIUM PACKAGING USA INC

PO BOX 84

FISHERS, IN 46038

Correction Reason:

BOE Case:

Legal Description:

The nature of such error and the cause which produced the error are as follows:

Value Change		
2021 Correction		
	Assessed Value	Taxes
Starting Assessed Value and Balance Due	11,661,497	\$258,358.92
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	7	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$4,439.32)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	(75,877)	N/A
Total Change in Value/Taxes	7	(\$4,439.32)
Final Corrected Value and Balance Due	11,661,504	\$253,919.60
Total Payments Made Before Correction	N/A	\$258,358.92
Refund	N/A	(\$4,439.32)
Balance Due	N/A	\$0.00

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: Correction for year life on new property. js



Account CM001570 - Trivium Packaging

Description	Schedule	Asset	Year	Unique	Cost	Index	%Good	Rate	Value	Corrected Schedule	Note
603 Primary Scroll Die	Y15	10009529	2014	603 Primary Scroll Die 2014	32,478	1.12	0.37	0.35	4,711	3	Jigs, Dies & Molds - 3 years ✓
Tool Kits	Y15	10012077	2014	Tool Kits 2014	67,116	1.12	0.37	0.35	9,735	5	Special Tools - 5 years ✓
Laser Safety Scanner	Y15	10011366	2017	Laser Safety Scanner 2017	13,343	1.08	0.56	0.35	2,824	10	Electronic controlled infrared/laser instruments - 10 years ✓
LINE 1A CUPPER DIE CENTERS	Y15	10051502	2019	LINE 1A CUPPER DIE CENTERS 2019	169,464	1.03	0.75	0.35	45,819	3	Jigs, Dies & Molds - 3 years ✓
OMS IMPLEMENTATION RENO	Y15	10081796	2019	OMS IMPLEMENTATION RENO 2019	288,206	1.03	0.75	0.35	77,924	3	Software - 3 years ✓
202x308 Change Tooling	Y15	10081782	2020	202x308 Change Tooling 2020	21,628	1	0.87	0.35	6,586	5	Special Tools - 5 years ✓
Line 1A Copper Die Overhaul	Y15	10081792	2020	Line 1A Copper Die Overhaul 2020	38,832	1	0.87	0.35	11,824	3	Jigs, Dies & Molds - 3 years ✓

Approved And.

602 - 301

1202 - 646

Did corrections (yr. life) need to  
do corrected bill.

Corrections cm 1570



**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 1

**Agenda Item Type:** Consent Agenda

- **Title:** Business Personal Property Acct #CM000232 KTVN. 2021-22 tax bill in the amount of \$1,690.48 needs to be deleted. They did not report they sold the tower until after they received their bill. We re-billed the tower on Business Personal Property Acct. #CM000251.

- **Recommended motion:** Approval

- **Prepared by:** Jana Seddon

**Department:**                      **Contact Number:** 775-847-0961

- **Staff Summary:** KTVN did not return a declaration so we bill them for the tower. Once they received their tax bill, they reached out and told us who they sold the tower too. We rebilled the new owners for the tower. See attached for more information.

- **Supporting Materials:** See attached

- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

# Jana Seddon

Storey County Assessor

Storey County Courthouse  
26 South B Street  
P.O. Box 494  
Virginia City, NV 89440

(775) 847-0961 Phone  
(775) 847-0904 Fax  
Assessor@storeycounty.org

May 23, 2022

Memo to: Storey County Commissioners

## Re: **Unsecured Tax Bill Correction**

The following correction needs to be made to Unsecured account # CM000232 for the 2021-22 tax year. This account was billed in error. Equipment was sold and billed to new account CM000251.

<b>2021-22</b>	<b>Original</b>	<b>Adjustment</b>	<b>Amended</b>
Personal Property Acquisition Cost			-
Personal Property Assessed Value	48,848	(48,848)	-
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)			-
<b>2021-22 Unsecured Tax Bill Amt</b>	<b>\$ 1,690.48</b>	<b>\$ (1,690.48)</b>	<b>\$ -</b>

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,



Jana Seddon  
Storey County Assessor



Tax Year 2022 (2021 - 2022)

## Storey County

Property Key: CM000232

Source: Unsecured

Type: Value Change

Correction Reason:

BOE Case:

Legal Description:

Owner: KTVN

SARKES TARZIAN INC

4925 ENERGY WAY

RENO, NV 89502

The nature of such error and the cause which produced the error are as follows:

Value Change		
2021 Correction		
	Assessed Value	Taxes
Starting Assessed Value and Balance Due	41,141	\$1,690.48
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers. Prop Value	(27,648)	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$1,690.48)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	(27,648)	(\$1,690.48)
Final Corrected Value and Balance Due	13,493	\$0.00
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$0.00

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: This account was billed in error. There is a new owner of this property and it billed on acct # cm000251. js



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Business Personal Property Acct #CM000089 MRB Holding dba Burger King. Refund in the amount of \$5,477.49 for 2020-21 tax bill, and \$6,090.20 for 2021-22 tax bill. Received a declaration for 2020-21 with Leasehold improvements with no breakdown. They requested a corrected bill for the 2020-21 bill, but when asked for a breakdown of the Leaseholds we never heard back. Same issue this year for the 2021-22 tax bill, but once they received their bill
- **Recommended motion:** Approval
- **Prepared by:** Jana Seddon

**Department:**

**Contact Number:** 775-847-0961

- **Staff Summary:** Received a declaration for 2020-21 with Leasehold Improvements declared with no breakdown. They requested a corrected bill for 2020-21, but when we asked for a breakdown of the Leaseholds we never heard back from them. Same issue this year for 2021-22 tax bill. However they set up a conference call to go over the Leaseholds, and we have determined that all the Leaseholds billed on the 2020-21 & 2021-22 tax bills were also billed on Real Property APN 005-041-80 for both years. This is a double taxation issue and should be corrected. Please see attached for more information.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



# Jana Seddon

Storey County Assessor

Storey County Courthouse  
26 South B Street  
P.O. Box 494  
Virginia City, NV 89440

(775) 847-0961 Phone  
(775) 847-0904 Fax  
Assessor@storeycounty.org

June 13, 2022

Memo to: Storey County Commissioners

**Re: Unsecured Tax Bill Correction**

CM000089, MRB Holdings dba Burger King

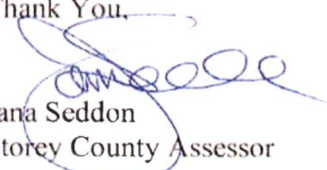
The following correction needs to be made to Unsecured account # CM000089 for the 2020-21 and 2021-22 tax year. This account was billed for the Leaseholds per declaration. This declaration included Leaseholds with no breakdown. We requested a breakdown last year for 2021 with no response. Billed Leaseholds again for the 2021-22 based on declaration. Once the taxpayer received the bill, they called to discuss why the bill was so high. We had a conversation, and concluded that the Leaseholds were being picked up on the Real Property.

2020-21	Original	Corrected Value	Adjustment
Personal Property Acquisition Cost			-
Personal Property Assessed Value	486,487	325,915	(160,572)
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)	-	-	-
<b>2020-21 Unsecured Tax Bill Amt</b>	<b>\$ 6,323.11</b>	<b>\$ 845.62</b>	<b>\$ (5,477.49)</b>

2021-22	Original	Corrected Value	Adjustment
Personal Property Acquisition Cost			-
Personal Property Assessed Value	325,659	173,404	(152,255)
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)	-	-	-
<b>2021-22 Unsecured Tax Bill Amt</b>	<b>\$ 6,902.60</b>	<b>\$ 812.40</b>	<b>\$ (6,090.20)</b>

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,

  
Jana Seddon  
Storey County Assessor

Tax Year 2021 (2020 - 2021)

## Storey County

Property Key: CM000089

Source: Unsecured

Type: Value Change

Correction Reason:

BOE Case:

Legal Description:

Owner: BURGER KING #27205

4865 JOULE STREET, STE C5

RENO, NV 89502

The nature of such error and the cause which produced the error are as follows:

	Value Change	
	2020 Correction	
	Assessed Value	Taxes
Starting Assessed Value and Balance Due	486,487	\$6,323.11
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	(160,572)	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$5,477.49)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	(158,277)	N/A
Total Change in Value/Taxes	(160,572)	(\$5,477.49)
Final Corrected Value and Balance Due	325,915	\$845.62
Total Payments Made Before Correction	N/A	\$6,323.11
Refund	N/A	(\$5,477.49)
Balance Due	N/A	\$0.00

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: Leasehold improvements reported on PP Decl with no breakdown and no response when asked for a breakdown. Leaseholds/the building was picked up and billed on parcel 005-041-80 for 2020-21 and 2021-22 years. This is a double billing and needs correcting.

Tax Year 2022 (2021 - 2022)

## Storey County

Property Key: CM000089

Source: Unsecured

Type: Value Change

Owner: BURGER KING #27205

4865 JOULE STREET, STE C5

RENO, NV 89502

Correction Reason:

BOE Case:

Legal Description:

The nature of such error and the cause which produced the error are as follows:

## Value Change

2021 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	325,659	\$6,902.60
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	(152,255)	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$6,090.20)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	(152,255)	(\$6,090.20)
Final Corrected Value and Balance Due	173,404	\$812.40
Total Payments Made Before Correction	N/A	\$6,902.60
Refund	N/A	(\$6,090.20)
Balance Due	N/A	\$0.00

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: Leasehold improvements reported on PP Decl with no breakdown and no response when asked for a breakdown. Leaseholds/the building was picked up and billed on parcel 005-041-80 for 2020-21 and 2021-22 years. This is a double billing and needs correcting



## E-FILE RETURNS

07/30/2021 - GWKUX4T6B

## E-FILE DETAILS

## Return Details

Return Date: 07/30/2021  
Return Signature: Connie Gammon  
Return Email: cgammon@bkmr.com  
Return Phone: 7753607642

## New Site Address

Address:   
City:   
State:   
Zip Code:

## New Name

CONNIE GAMMON

## Return E-File Status Review Completed

Assets: Reviewed  
Site Address: No Action Taken  
Mailing Name: Reviewed  
Mailing Address: Reviewed

New Mailing Information ☒ Approve ☐ Deny

Address: 4865 JOULE ST STE C5  
City: RENO  
State: NV Zip Code: 89502

## New Business Name

MRB HOLDINGS CORPORATION

E-File Items E-File Change Approval E-File New Asset Approval Manual Change Approval Manual New Asset Approval

## E-FILE ITEMS

Asset ID	Description	Acq. Year	Acq. Price	Action	Import Status
+ BUSINESS PERSONAL PROPERTY					
- LEASEHOLDS					
- LI					
10066513	LEASEHOLD IMPROVEMENT	2019	437,244	No Change	Success
	LEASEHOLD IMPROVEMENT	2019	437,244		
Total:			523,501		



**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 1

**Agenda Item Type:** Consent Agenda

- **Title:** Business Personal Property Acct # DC000030 iBridge Cloud Solutions. Delete 2021-22 tax bill in the amount of \$17,181.79
- **Recommended motion:** Approval
- **Prepared by:** Jana Seddon

**Department:**                      **Contact Number:** 775-847-0961

- **Staff Summary:** iBridge is a company in the Switch Data Center. They did not return a 2021-22 PP Declaration and did not notify us they had moved out of Switch until they received their 2021-22 tax bill. See attached for more information.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**  
\_\_\_\_\_ Department Head                      **Department Name:**  
\_\_\_\_\_ County Manager                      **Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

# Jana Seddon

Storey County Assessor

Storey County Courthouse  
26 South B Street  
P.O. Box 494  
Virginia City, NV 89440

(775) 847-0961 Phone  
(775) 847-0904 Fax  
Assessor@storeycounty.org

May 26, 2022

Memo to: Storey County Commissioners

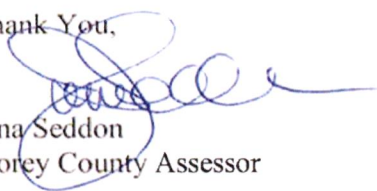
Re: **Unsecured Tax Bill Correction**

The following correction needs to be made to iBridge Cloud Solutions, Unsecured account DC000030 for the 2021-22 tax year. This company is no longer in Storey County and did not notify us prior to billing. We applied an estimate and penalty for non-filing per NRS 361.265. Now they are asking for this bill to be waived as they are no longer here.

2021-22	Original	Adjustment	Amended
Personal Property Acquisition Cost			-
Personal Property Assessed Value	496,483	(496,483)	-
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)			-
<b>2021-22 Unsecured Tax Bill Amt</b>	<b>\$ 17,181.79</b>	<b>\$ (17,181.79)</b>	<b>\$ -</b>

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,

  
Jana Seddon  
Storey County Assessor



Tax Year 2022 (2021 - 2022)

Storey County

Property Key: DC000030

Source: Unsecured

Type: Value Change

Correction Reason:

BOE Case:

Legal Description:

Owner: IBRIDGE CLOUD SOLUTIONS, INC  
 3064 SILVER SAGE DR, SUITE 105  
 CARSON CITY, NV 89701

The nature of such error and the cause which produced the error are as follows:

Value Change		
2021 Correction		
	Assessed Value	Taxes
Starting Assessed Value and Balance Due	496,483	\$17,181.79
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$17,181.79)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	(240,240)	N/A
Total Change in Value/Taxes	0	(\$17,181.79)
Final Corrected Value and Balance Due	496,483	\$0.00
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$0.00

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

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 Assessor's Signature

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 Treasurer's Signature

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 Board Chair's Signature

Change Notes:

# Adjustment Transaction Report

## Storey County

Year	Property	Description	Status
2021 (2020 - 2021)	PP - DC0-000-30	MANUAL ADJUSTMENT	PROCESSED

Date Entered	Entered By	Process Date	Processed By	Transaction Notes
05/17/2022	JSEDDON	05/17/2022	JSEDDON	Penalty reversed due to acct being closed. Tax bill to be

### Installment 4

Description	Amount Due	Amount Paid
Tax Due	17,181.79	0.00
Interest Cancel	(1,718.18)	0.00
Interest Due	1,718.18	0.00
NRS361767PEN Charge Cancel	(3,436.36)	0.00
NRS361767PEN Charge Due	3,436.36	0.00
<b>Totals for Installment 4</b>	<b>17,181.79</b>	<b>0.00</b>
<b>Grand Totals</b>	<b>17,181.79</b>	<b>0.00</b>

**Jana Seddon**

---

**From:** Paul Smitham <[psmitham@ibridgecloud.com](mailto:psmitham@ibridgecloud.com)>  
**Sent:** Wednesday, April 20, 2022 12:41 PM  
**To:** [assessors@storeycounty.org](mailto:assessors@storeycounty.org)  
**Subject:** iBridge Cloud Solutions, Inc. Unsecured Property Tax 2021-2022

Thank you for talking to me this afternoon regarding my account # DC000030. As discussed in the meeting I am writing this email indicating that for the last two years I have not had any unsecured property at the Switch Data Center (location 1 Superloop Cir, Carson City). The reason that I left Switch was that I bought a Data Center building at 10815 Gold Center Drive, Rancho Cordova, CA 95670 and consolidated my IT equipment to that location two years ago. I appreciate that you will get the tax bill revoked and if there is any additional information that you need please contact me via this email or by calling me at (916) 612-4599.

Regards,



**iBRIDGE**

Paul Smitham

President

916-612-4599

[psmitham@iBridgecloud.com](mailto:psmitham@iBridgecloud.com)





## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 1

**Agenda Item Type:** Consent Agenda

- **Title:** Business Personal Property Acct #CM001174 F&P Construction. Tax Bill correction in the amount of -\$38,710.21 F&P Construction did not file a Declaration again for the 2021-22 tax year. We billed them with an estimate and penalties per NRS. Once they received their bill they called to say they didn't have most of the equipment they were billed for and asked for a correction
- **Recommended motion:** At the discretion of the Commission
- **Prepared by:** Jana Seddon

**Department:**

**Contact Number:** 775-847-0961

- **Staff Summary:** F&P Construction had only ever filed 1 PP Declaration with our office until they were audited in 2019-20. (We checked with Washoe County to make sure they weren't reporting to Washoe, and they weren't filing Declarations there either). They did not pay their audit bill, or return a 2020-21 declaration. We worked with Cindy at F&P construction last March to get everything in order, explained how to fill out the Declarations, and told her F&P needs to file a Declaration EVERY year. They did not file the new declaration sent to them in July of 2021. We added an estimate and penalties per NRS for their 2021-22 tax bill. Once they received the bill Cindy called and said they didn't have most of the equipment in Storey County for this tax year and is requesting a correction. See attached for more information.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:** \_\_\_\_\_

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

# Jana Seddon

Storey County Assessor

Storey County Courthouse  
26 South B Street  
P.O. Box 494  
Virginia City, NV 89440

(775) 847-0961 Phone  
(775) 847-0904 Fax  
Assessor@storeycounty.org

May 23, 2022

Memo to: Storey County Commissioners

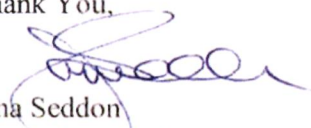
Re: **Unsecured Tax Bill Correction**

The following correction is to Unsecured account CM001174. Worked with F & P Construction the previous year to get all the information correct. Once again, they did not file for the 2021-22 year. I gave them an estimate and a penalty per NRS 361.265. Once F & P received their bill, they called asking if they could submit their declaration with changes.

It is at the Commissions discretion if they chose to allow the late filing and correct this tax bill.

2021-22	Original	Corrected Value	Adjustment
Personal Property Acquisition Cost			-
Personal Property Assessed Value	2,449,857	1,331,291	(1,118,566)
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)	-	-	-
<b>2021-22 Unsecured Tax Bill Amt</b>	<b>\$ 101,738.64</b>	<b>\$ 63,028.57</b>	<b>\$ (38,710.21)</b>

Thank You,



Jana Seddon  
Storey County Assessor



Certificate # 2021000089

**Certificate of Correction PREVIEW**

5/18/2022

Tax Year 2022 (2021 - 2022)

**Storey County**

Property Key: CM001174

Source: Unsecured

Type: Value Change

Owner: F & P CONSTRUCTION

4607 AIRCENTER CIRCLE, STE B

RENO, NV 89502

Correction Reason:

BOE Case:

Legal Description:

The nature of such error and the cause which produced the error are as follows:

<b>Value Change</b>		
2021 Correction		
	Assessed Value	Taxes
Starting Assessed Value and Balance Due	2,700,429	\$101,738.64
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	2	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$38,710.07)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	(232,776)	N/A
Total Change in Value/Taxes	2	(\$38,710.07)
Final Corrected Value and Balance Due	2,700,431	\$63,028.57
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$63,028.57

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes:



**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 5 Min

**Agenda Item Type:** Consent Agenda

- **Title:** : Consideration and possible approval of Personnel Policies: 701, Health Insurance Coverage; 702, Life Insurance Coverage; and 704, Retiree Health Benefits.
- **Recommended motion:** I (commissioner)\_ move to approve the presented personnel policies: 701, Health Insurance Coverage; 702, Life Insurance Coverage; and 704, Retiree Health Benefits.
- **Prepared by:** Jeanne Greene

**Department:**

**Contact Number:** 775-847-0968

- **Staff Summary:** Policy revisions are recommended for alignment with the Insurance changes negotiated with AFSCME.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

7 VIII

**STOREY COUNTY ADMINISTRATIVE  
POLICIES AND PROCEDURES**

**NUMBER** 701  
**EFFECTIVE DATE:** 12-2-08  
**REVISED:** 08-02-11/01-05-15  
01-02-18/06-21-22  
**AUTHORITY:** BOC

**COUNTY MANAGER:** —AOPAW

**SUBJECT:** Health Insurance Coverage

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## **1. PURPOSE**

To establish eligibility for health insurance benefits. Health insurance benefits is to include hospitalization, major medical, dental and vision, and prescription medications.

## **2. POLICY**

### **2.1 Definitions**

- **Health Insurance:** Insurance coverage for medical, dental, vision, and prescription consistent with active employee coverage.
- **Initial Date of Hire:** The first date on which a regular employee in a position which is considered more than half-time (average 21 hours or more per week) is employed.
- **Medicare Eligible:** The point when a retiree or dependent is eligible to enroll in Medicare Part A and Part B; this may be because the retiree has reached age 65 or because s/he has been granted Medicare Part A and Part B due to a disability before reaching age 65. All questions about Medicare should be directed to the Centers for Medicare & Medicaid Service.
- **Open Enrollment:** The period designated annually by the ~~HR~~Personnel Director/~~Administrative Officer~~ during which changes in coverage under county plans may be made by participants.
- **Plan year:** The period set forth by the Storey County Board of Commissioners in which program benefits and rates are offered for enrollment.

### **2.2 Benefits**

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, prescription drug, and Accidental Death and Dismemberment (AD&D) insurance issued by the insurance company. See policy 702 for Life and AD&D insurance.

### **2.3 Eligibility**

Elected officers of the county are eligible to enroll in the group health insurance plan effective the first day of the month following the official administration of the oath of office. Full-time regular employees and part-time regular employees who are regularly scheduled to work at least an average of 21 hours per week are eligible to enroll in the group health insurance plan effective the first of the month following 60 days of employment. Employee's spouse and dependents are also eligible for coverage under the insurance plan as allowable by the provisions of this policy and the applicable collective bargaining agreement.



## 2.4 Employee Coverage

- The employer will pay one hundred percent 100 percent of the monthly premiums for health insurance for all regular full-time employees.
- ~~The employer will pay 100 percent of the monthly premiums for health insurance for all regular full-time employees hired before July 1, 2005, including those regular full-time employees working at least 35 hours but less than 40 hours per week.~~
- For employees hired on or after July 1, 2005, the employer will pay a prorated percentage of monthly health insurance premiums based on actual hours scheduled to be worked for regular part-time employees working at least an average of 21 hours, but less than 40 hours, per workweek.
- Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

## 2.5 Dependent and Spouse Coverage

### Fiscal Year 2022-2023

- For employees hired before July 1, 2014, the employer will pay ~~85 400~~ percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and ~~85 400~~ percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage, ~~on the same or greater percentage basis as that provided to the employee by Storey County.~~
- For employees hired on, or after, July 1, 2014, the employer will pay 60 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 60 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage.

### Beginning July 1, 2023

- For all employees, the employer will pay 70 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 70 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage.
- Effective May 1, 2012, if the employee's spouse is eligible for any other health insurance coverage, or Medicare Part A and Part B, the employee may choose to cover his/her spouse on employer's health, dental, and/or vision plan for a charge equal to 50 percent of the cost of the spouse's coverage under the employer's plan. The employee shall provide to the HR personnel office on a county provided affidavit annual certification stating whether his/her spouses is eligible for any other health insurance or Medicare coverage.

## 2.6 Pay In-Lieu of Benefit (Health insurance medical coverage)

- The employee may opt out of employer provided insurance plan coverage. Doing so, the employee is required to opt out of all three insurance plans, including health, dental, and vision. The employee opting out of this program will receive 50 percent of the insurance premium attributable to the medical and prescription coverage, that the employer would have paid for employee provided insurance coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. The amount paid will be included in calculating the

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employee's regular rate of pay for the purposes of calculating overtime. Opt out may only be done annually during the open enrollment period or upon an employee becoming newly eligible for coverage.

- No employee who is in any way covered under the county insurance plan may receive Pay In-Lieu of Benefit.

## **2.7 Sick Leave HSA Contribution**

Employees may utilize up to 40 hours of his/her accrued sick leave to be utilized as an HSA contribution or toward their monthly insurance premium, provided that the employee maintains 240 hours of sick leave in their bank. This election take place twice annually in the second full pay period in June and December. Signed requests must be submitted with the employee's timecard. Total annual contributions to the HSA cannot exceed limits outlined in law.

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## **2.8 Plan Changes**

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

RESPONSIBILITY FOR REVIEW: The County ~~HR Personnel~~ Director ~~and/or Administrative Officer~~ will review this policy every 5 years or sooner as necessary.

**STOREY COUNTY ADMINISTRATIVE  
POLICIES AND PROCEDURES**

**NUMBER** 702  
**EFFECTIVE DATE:** 12-2-08  
**REVISED:** 08-02-11/01-05-15  
01/02/18/ 6-21-22  
**AUTHORITY:** BOC  
**COUNTY MANAGER:** AO

**PAW SUBJECT: Life Insurance Coverage**

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## **1. POLICY**

To establish eligibility for life insurance. Life insurance includes Life and Accidental and Dismemberment (AD&D) insurance.

### **1.1 Eligibility**

Elected officers of the county are eligible to enroll in a group health insurance plan effective the first day of the month following the official administration of the oath of office. Regular full-time and regular part-time employees who are regularly scheduled to work at least an average of 21 hours per week are eligible to enroll in the employer provided Life, Accidental Death, and Dismemberment (AD&D) insurance plan, effective the first of the month following 60 days of employment.

### **1.2 Policy**

The specific terms and conditions of coverage are specified in the plan document issued by the insurance company and are available from the HR ~~Personnel~~ Director ~~and/or Administrative Officer~~.

### **1.3 Coverage**

Eligible regular employees ~~and exempt employees~~ are covered by a Life/AD&D insurance policy in the amount of \$30,000. Eligible non-exempt police officers ~~and firefighter employees~~ are covered by a Life insurance policy in the amount of \$40,000. Life insurance benefits will reduce to 65% of the amount shown above on the day of the member's 70<sup>th</sup> birthday.

**RESPONSIBILITY FOR REVIEW:** The County HR ~~Personnel~~ Director ~~and/or Administrative Officer~~ will review this policy every 5 years or sooner as necessary.



STOREY COUNTY ADMINISTRATIVE  
POLICIES AND PROCEDURES

NUMBER 704  
EFFECTIVE DATE: 07/01/12  
REVISED: 01/05/15-01/02/18  
06/21/22  
AUTHORITY: BOC  
COUNTY MANAGER: AO

~~PAW~~ SUBJECT: Retiree Health Benefits

- 1 **PURPOSE:** This policy is to provide guidelines for administration of the county's retiree health plans. This policy is specifically intended to direct the administration of retiree health plans in a manner that will be of greatest benefit for participants while maintaining efficiency and effectiveness in the provision of such service. In recognition of the responsibility to assure the fair and consistent administration of the county's retiree health plans, the Storey County Board of County Commissioners adopts this policy.
- 2 **POLICY:** The ~~HR county Personnel~~ Director ~~and/or Administrative Officer~~ is responsible for the administration and compliance of all the policies and regulations pertaining retiree health insurance benefits.

2.1 Definitions

1. **Cash Payment:** A retiree, or beneficiary of a retiree, will pay for county retiree health benefits by submitting payment monthly to the ~~HR county Personnel~~ Director ~~and/or Administrative Officer~~ as directed. Late payment may result in cancellation of coverage at the discretion of the ~~HR county Personnel~~ Director ~~and/or Administrative Officer~~.
2. **County Plans or Program:** Any health plans administered by the County of Storey on behalf of retired members.
3. **Continuous Employment:** A period of time where employment status was not interrupted by termination, separation, or layoff.
4. **Day:** A day is defined as a calendar day.
5. **Health Insurance:** Health insurance means insurance coverage for medical, dental, and/or vision consistent with active employee coverage.
6. **Initial Date of Hire:** The first date on which a regular employee in a position which is considered more than half-time (21 hours or more average per week) is employed.
7. **Medicare Eligible:** The point at which the retiree or dependent of the retiree is eligible to enroll in Medicare Part A and Part B; this may be because the retiree has reached age 65 or because s/he has been granted Medicare Part A and Part B due to a disability before reaching age 65. All questions about Medicare should be directed to the Centers for Medicare & Medicaid Service.

8. **Open Enrollment:** A period designated annually by the ~~HR Personnel~~ Director/~~Administrative Officer~~ during which changes in coverage under county plans may be made by participants. The retiree must enroll in Medicare Part A and Part B immediately when eligible; failure to do so may cause the county to stop paying its portion of costs.

9. **Participant:** Persons who are eligible to participate in the program:

- a. A retired officer or employee as provided by NRS 287;
- b. A surviving dependent of a deceased retired officer or employee of ~~the~~ Storey County as provided by NRS 287;
- ~~e.~~ A surviving spouse or child of an employee who was killed in the line of duty as provided for in NRS 287.

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10. **Plan year:** The period set forth by the Storey County Board of Commissioners in which program benefits and rates are offered for enrollment.

11. **Retired Officer or Employee:** An officer or employee of Storey County who has as met the requirements to receive, and is receiving any retirement distribution of, benefits from:

- a. The Judges' Retirement System; or
- b. The Public Employees Retirement System (PERS); and
- c. An elected official who has completed the term in which they were duly elected.

12. **Retiree Subsidy:** An amount contributed by the county toward the cost of retiree health insurance premiums purchased through the county. The benefits under this program are determined based upon the rules regarding years of service with Storey County. The years of service are calculated at the time of service retirement or the date Disability Retirement is granted, and do not change after that date. For retirees meeting the participant guidelines and who retire on or after July 1, 2012, subsidies may not be applied in whole or in part to dependent coverage.

## 2.2 County responsibility

1. **Retiree Subsidy:** The county will pay the same portion of the cost of health benefits coverage that the Nevada State Public Employees' Benefits Program (PEBP) at that time pays for retired persons covered as participants under its state health benefits program. The subsidy is limited to the employee's consecutive years of service with Storey County; no credit will be given for years of service earned at another public employer, except for service with the Storey County Fire Protection District. Any remaining balance of the cost of coverage will be cash payment to the county by the retiree or qualified beneficiary.
2. **Billing:** Any remaining balance of the premium not covered by the subsidy will be paid to the county by the retiree or beneficiary. The county may notify the retiree or beneficiary by monthly invoice; however, lack of receipt of invoice does not excuse the retiree from payment.

## 2.3 Eligibility

Persons meeting the “participant” guidelines may remain on the county’s Retiree Health Benefits program pursuant to NRS 287.

#### **2.4 Enrollment**

Eligible participants must enroll in the county’s Retiree Health Benefits program ~~within~~ 60 days and pursuant to NRS 287. Lack of enrollment will prohibit participation in the program except as provided by NRS 287.

#### **2.5 Changes in enrollment**

The participant must submit a request in writing if s/he desires to cancel enrollment with the county’s Retiree Health Benefits program. If the eligible participant declines the option to participate at retirement, cancels at any time, or fails to make cash payment (if any), s/he will forfeit enrollment, except as provide by NRS 287.

#### **2.6 Retiree responsibility**

Retiree or qualified beneficiary must remit cash payment (if any) as directed and will notify the county ~~HR Personnel~~ Office of change of address.

RESPONSIBILITY FOR REVIEW: The County ~~HR Personnel~~ Director ~~and/or Administrative~~ ~~Officer~~ will review this policy every 5 years or sooner as necessary.





## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 15 min.

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 22-651 requesting the Governor of the State of Nevada to direct the Nevada Department of Transportation to implement safety improvements to the westbound Interstate-80 on ramp at Lockwood, Nevada.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 22-651 requesting the Governor of the State of Nevada to direct the Nevada Department of Transportation to implement safety improvements to the westbound Interstate-80 on ramp at Lockwood, Nevada.
- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 7758470968

- **Staff Summary:** The resolution respectfully requests that the Governor of the State of Nevada direct the Nevada Department of Transportation to expedite a lane extension capital improvement to the Interstate-80 westbound on-ramp at Lockwood, Nevada, and until that improvement is complete to impose low-cost interim safety solutions such as, but not limited to, widening the shoulder of the westbound on ramp to facilitating momentary lane departure of vehicles unable to merge into traffic, imposing a reduced speed limit for trucks or all vehicles on the westbound lanes of Interstate-80 at the subject area, mandating that trucks use the left lane only in the subject area to reduce passing and related congestion, installing highly visible and lighted signage indicating upcoming traffic merging, installing traffic calming devices around the subject area, and implementing other safety measures found appropriate by Nevada Department of Transportation traffic engineers. This is part of an ongoing multi-year effort by the county to get the state to improve this onramp. Letters of Lockwood residents will be enclosed with the resolution.
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** TRUE

- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

**A Resolution of the Storey County Board of County Commissioners requesting the Governor of the State of Nevada to direct the Nevada Department of Transportation to implement safety improvements to the westbound Interstate-80 onramp at Lockwood, Nevada.**

Whereas, the Storey County Board of County Commissioners recognizes the increased volume of vehicle and truck traffic on Interstate-80 between Sparks and Fernley; and

Whereas, Lockwood, Nevada is located in Storey County and is situated on the south side of Interstate-80 between Sparks and Fernley; and

Whereas, Lockwood, Nevada is principally accessed by the Interstate-80 interchange, and is otherwise largely landlocked and inaccessible; and

Whereas, the Interstate-80 westbound onramp at Lockwood is antiquated with roughly 700 feet for vehicles to merge into the Interstate-80 westbound lanes; and

Whereas, the posted speed limit on the westbound lanes of Interstate-80 at the subject area is 65 MPH; and

Whereas, Lockwood is home to roughly 1,300 residents, many of whom are moderate to low-income senior-citizens having physical disabilities and/or older model motor vehicles lacking agility needed to safely merge from the onramp into high-speed westbound traffic on the currently substandard onramp; and

Whereas, the Storey County Board of County Commissioners has seen firsthand and has received numerous citizen complaints concerning the ability to safely enter Interstate-80 using the westbound onramp in its current condition; and

Whereas, residents of Lockwood submitted have submitted letters to the Storey County Board of County Commissioners and to the Nevada Department of Transportation expressing their concerns about the safety of the Interstate-80 westbound onramp at Lockwood; and

Whereas, the Storey County Board of County Commissioners submitted to the Nevada Department of Transportation letters of concern about the Lockwood westbound onramp from Lockwood residents; and

Whereas, residents' letters received by Storey County and submitted to the Nevada Department of Transportation are enclosed herewith; and

Whereas, the Storey County Board of County Commissioners and Storey County appointed officials each year express in-writing and in-person to the Nevada Department of Transportation safety concerns about the condition of the Interstate-80 westbound onramp at Lockwood; and

Whereas, the Interstate-80 westbound onramp at Lockwood is the first listed priority of Storey County on the Nevada Department of Transportation's State Transportation Improvement Plan; and

Whereas, the Storey County Board of County Commissioners has asked the Nevada Department of Transportation to consider implementing low-cost interim solutions until the Interstate-80 westbound onramp improvement can be made, and suggested interim solutions include, but are not limited to, widening the shoulder of the westbound onramp facilitating possible lane departure of vehicles unable to merge into traffic, imposing a reduced speed limit for trucks or all vehicles on the westbound lanes of Interstate-80 at the subject area, mandating that trucks



use the left lane only in the subject area to reduce passing and related congestion, installing highly visible and lighted signage indicating upcoming traffic merging, installing traffic calming devices around the subject area, and implementing other safety measures found appropriate by Nevada Department of Transportation traffic engineers prior to the long-term resolution of extending the westbound onramp; and

Whereas, the Storey County Board of County Commissioners does not have the authority or jurisdiction of the construction, maintenance, design, or installation of safety equipment on this section of Interstate-80.

**THEREFORE LET IT BE RESOLVED, THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS** respectfully requests that the Governor of the State of Nevada direct the Nevada Department of Transportation to expedite a lane extension capital improvement to the Interstate-80 westbound onramp at Lockwood, Nevada, and until that improvement is complete to impose low-cost interim safety solutions such as, but not limited to, widening the shoulder of the westbound onramp to facilitating momentary lane departure of vehicles unable to merge into traffic, imposing a reduced speed limit for trucks or all vehicles on the westbound lanes of Interstate-80 at the subject area, mandating that trucks use the left lane only in the subject area to reduce passing and related congestion, installing highly visible and lighted signage indicating upcoming traffic merging, installing traffic calming devices around the subject area, and implementing other safety measures found appropriate by Nevada Department of Transportation traffic engineers.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

Vote: Ayes: Commissioners\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nays: Commisioners\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Absent: Commissioners\_\_\_\_\_

\_\_\_\_\_

Julian "Jay" Carmona, Chairman  
Storey County Board of County Commissioners

Attest:

\_\_\_\_\_  
Doreayne "Dore" Nevin  
Storey County Clerk

[Your Name]  
[Your Address]

February \_\_\_\_, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

Dear Director Swallow:

Please accept this request that the Nevada Department of Transportation (NDOT) considers top priority extending the length of Interstate 80 Westbound On-Ramp at Lockwood, Nevada.

This on-ramp is Lockwood's primary access to the interstate and to the Reno-Sparks area. The westbound on-ramp is too short to reach normal traffic speeds and is hazardous to area residents, many who are senior citizens and/or disabled.

I respectfully ask that NDOT considers top-priority to extending the length of this on-ramp and/or acceleration lane in the State Transportation Improvement Plan (STIP). I understand that the Storey County Commissioners and senior staff have expressed the same to NDOT on this matter, and I hereby express my support for these ongoing cooperative efforts.

Sincerely,

Lockwood Resident

[Your Name] Kathleen Wiley  
[Your Address] 179 Ave de la Colonne

February 17, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

Dear Director Swallow:

Please accept this request that the Nevada Department of Transportation (NDOT) considers top priority extending the length of Interstate 80 Westbound On-Ramp at Lockwood, Nevada.

This on-ramp is Lockwood's primary access to the interstate and to the Reno-Sparks area. The westbound on-ramp is too short to reach normal traffic speeds and is hazardous to area residents, many who are senior citizens and/or disabled.

I respectfully ask that NDOT considers top-priority to extending the length of this on-ramp and/or acceleration lane in the State Transportation Improvement Plan (STIP). I understand that the Storey County Commissioners and senior staff have expressed the same to NDOT on this matter, and I hereby express my support for these ongoing cooperative efforts.

Sincerely,



Lockwood Resident



[Your Name]

[Your Address]

Michael W. Wolf  
179 Ave de la couleur

February 12, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

Dear Director Swallow:

Please accept this request that the Nevada Department of Transportation (NDOT) considers top priority extending the length of Interstate 80 Westbound On-Ramp at Lockwood, Nevada.

This on-ramp is Lockwood's primary access to the interstate and to the Reno-Sparks area. The westbound on-ramp is too short to reach normal traffic speeds and is hazardous to area residents, many who are senior citizens and/or disabled.

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Sincerely,



Lockwood Resident

[Your Name] April GARRISON  
[Your Address] 307 Ave COULEURS

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

Dear Director Swallow:

Please accept this request that the Nevada Department of Transportation (NDOT) considers top priority extending the length of Interstate 80 Westbound On-Ramp at Lockwood, Nevada.

This on-ramp is Lockwood's primary access to the interstate and to the Reno-Sparks area. The westbound on-ramp is too short to reach normal traffic speeds and is hazardous to area residents, many who are senior citizens and/or disabled.

I respectfully ask that NDOT considers top-priority to extending the length of this on-ramp and/or acceleration lane in the State Transportation Improvement Plan (STIP). I understand that the Storey County Commissioners and senior staff have expressed the same to NDOT on this matter, and I hereby express my support for these ongoing cooperative efforts.

Sincerely,

A handwritten signature in cursive script, appearing to read "April Garrison".

Lockwood Resident

[Your Name] Debbie Hogarth  
[Your Address] 307 Ave de la Coudours

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

Dear Director Swallow:

Please accept this request that the Nevada Department of Transportation (NDOT) considers top priority extending the length of Interstate 80 Westbound On-Ramp at Lockwood, Nevada.

This on-ramp is Lockwood's primary access to the interstate and to the Reno-Sparks area. The westbound on-ramp is too short to reach normal traffic speeds and is hazardous to area residents, many who are senior citizens and/or disabled.

I respectfully ask that NDOT considers top-priority to extending the length of this on-ramp and/or acceleration lane in the State Transportation Improvement Plan (STIP). I understand that the Storey County Commissioners and senior staff have expressed the same to NDOT on this matter, and I hereby express my support for these ongoing cooperative efforts.

Sincerely,



Lockwood Resident



[Your Name] Pamela Prince  
[Your Address] 307 Avenue de la Couleurs

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

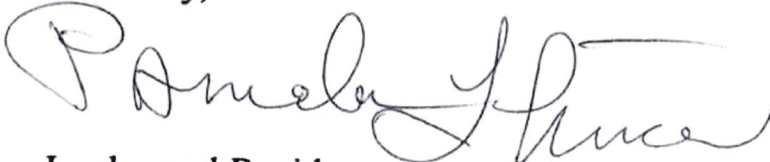
Dear Director Swallow:

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I respectfully ask that NDOT considers top-priority to extending the length of this on-ramp and/or acceleration lane in the State Transportation Improvement Plan (STIP). I understand that the Storey County Commissioners and senior staff have expressed the same to NDOT on this matter, and I hereby express my support for these ongoing cooperative efforts.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Prince". The signature is written in dark ink and is positioned above the printed name "Pamela Prince".

Lockwood Resident

[Your Name]

[Your Address]

MaryJane C. JONES  
309 AVE DE LA COULEURS

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

Dear Director Swallow:

Please accept this request that the Nevada Department of Transportation (NDOT) considers top priority extending the length of Interstate 80 Westbound On-Ramp at Lockwood, Nevada.

This on-ramp is Lockwood's primary access to the interstate and to the Reno-Sparks area. The westbound on-ramp is too short to reach normal traffic speeds and is hazardous to area residents, many who are senior citizens and/or disabled.

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Sincerely, 

Lockwood Resident



[Your Name]  
[Your Address]

Amber Marley  
300 Rue de la Mauve

February 15<sup>th</sup>, 2020

Key word  
"yet"

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident

[Your Name] Jeff Lavoie  
[Your Address] 379 Ave de Lockwood

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

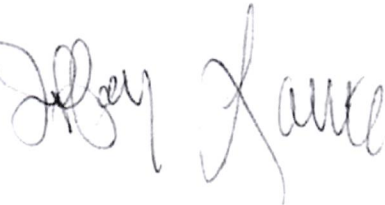
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Sincerely,



Lockwood Resident



[Your Name] Anita Lawrence  
[Your Address] 379 Ave de la couleurs

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,

  
Lockwood Resident

[Your Name] Leah Soverns  
[Your Address] 410 Ave De La Bleu De Clair  
Sparks, NV 89434

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident

[Your Name] *Vernon Wilfred Campio*  
[Your Address] *388 Rue De La Rouge Sparks, NV 89433*

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident

[Your Name] CRAIG RATTEREE  
[Your Address] 413 DELABIE ~~LA~~ LACIERE

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,

Lockwood Resident

*Craig Ratteree*



[Your Name] *Don Fitzmaurice*  
[Your Address] *414 Ave De la Bleu De Clair*

February \_\_\_\_, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,

*Don Fitzmaurice*

Lockwood Resident

[Your Name] *Catheryn Fitzgerald*  
[Your Address] *414 Ave. De La Bleu De Clair*

February \_\_\_\_, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident

[Your Name] Marilyn Edens  
[Your Address] 415 Rue de la Rouge

February 15, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

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Sincerely,

*Marilyn Edens*

Lockwood Resident

[Your Name] PHIL GORDING

[Your Address] 358 RVE DE LA CANADA

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

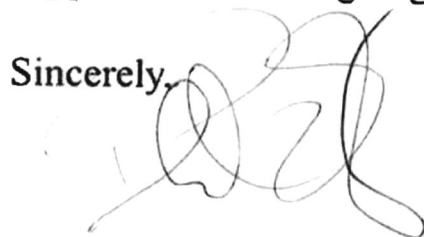
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Sincerely,



Lockwood Resident



[Your Name] *Mark Dingley*  
[Your Address] *500 Menzies Way*

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

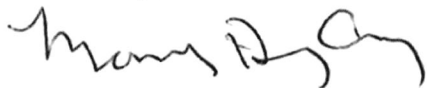
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Sincerely,



Lockwood Resident

[Your Name] Richard Newman  
[Your Address] 1391 Cercle De La Ceresse  
Sparks, NV 89434  
February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,

Richard Newman

Lockwood Resident

[Your Name] Michelle Newman  
[Your Address] 139 Cercle De La Ceres e  
Reno, NV 89434  
February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident

[Your Name] Jayson Legott  
[Your Address] 139 Cercle De La Leres  
Sparks, NV 89434  
February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

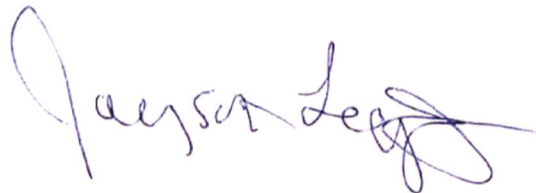
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Sincerely,

A handwritten signature in blue ink, appearing to read "Jayson Legott", with a stylized flourish at the end.

Lockwood Resident



[Your Name] Alana Heilman-Singh  
[Your Address] 104 Ave De La Bleu De Clair Sparks, NV  
89434  
February 13, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,

Lockwood Resident



[Your Name]  
[Your Address]

*Jenna Cooper*  
*401 Canyon way #17*  
*Sparks NV*  
*89434*

February 14, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident

[Your Name] CAROL GOMES  
[Your Address] 356 RUE DE LA LAVANDA  
SPARKS NV, 89434

February 10, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Nevada Resident



[Your Name]  
[Your Address]

Imad Edens  
359 Rue De La Lavanda  
Sparks, NV 89434

February 10, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Nevada Resident



[Your Name] *Marie-Anne Phillips*  
[Your Address] *73 Cerule de La course*  
*Sparks NV 89434*  
February 10, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,

*Marie-Anne Phillips*

Lockwood Resident

[Your Name] W. BRIAN BECKER

[Your Address] 316 Rue de la Lavanda, Sparks, NV 89434

February 10, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,

Nevada Resident





[Your Name] *Erminia Esqueda*  
[Your Address] *371 Ave de la Bleu de Clair*

February 10, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, *Nevada Resident*

*Erminia Esqueda*

[Your Name] MAUREEN JONES  
[Your Address] 7800 N. VIRGINIA ST

February 10, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Nevada Resident

Maureen Jones



[Your Name] Florence Wood  
[Your Address] 403 Ave Bleu De Clair

February 10, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Nevada Resident Florence Wood

[Your Name] Levy Predmore

[Your Address] 291 Rodeo Lane  
Sparks NV 89434

February \_\_\_\_, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Nevada Resident Levy Predmore



[Your Name] Rebecca Sheeha  
[Your Address] 297 Ave De La Bleu De claire

February 15, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident

[Your Name] Sterling Cope  
[Your Address] 297 Ave De la Bleu De Clair

February 15, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident



[Your Name]  
[Your Address]

Dario Canillo  
183 Ave de la Courtois

February 15, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident

[Your Name] Ramon Andres  
[Your Address] 46 Cercle Dela Cereze

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**


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Sincerely,

  
Lockwood Resident

[Your Name] Lydia Garcia  
[Your Address] 66 Circle Dela Cerese  
Sparks NV 89434

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident

[Your Name] Darryl Singh  
[Your Address] 1003 Ave De La Argent  
February 15, 2020 Sparks, NV 89434

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,



Lockwood Resident



[Your Name] Fred Lippert  
[Your Address] 43 Ave De la Arroyo  
Sparks N.V.  
February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Fred Lippert

Lockwood Resident

[Your Name] Kathleen Welsh  
[Your Address] 183 Ave de la Couteurs Sparks, NV 89434

February 15, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

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Sincerely,



Lockwood Resident

[Your Name] JEROME A. ZYGMONT  
[Your Address] 357 RUE DE LA LAVANDA  
REINBOWBEND - SPARKS  
February 10, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Nevada Resident



Jennifer Agnew  
97 Ave de la Bleue de Clair  
Sparks, NV 89434

**Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712**

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Sincerely, Nevada Resident



[Your Name] Bryan Burgess

[Your Address] 214 AVE. DE LA BUE DE CUIVRE

February 10, 2020

**Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712**

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Sincerely, Nevada Resident

[Your Name] *AURORA GRAY*  
[Your Address] *37 AVE DE LA ARGENT*

February 10, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

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Sincerely, Nevada Resident

*Aurora Gray*



[Your Name]  
[Your Address]

Dennis Jones  
509

February 10, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

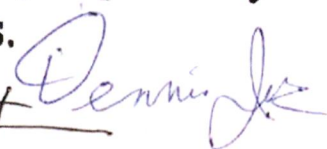
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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712**

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Sincerely, Nevada Resident Lorena Peña  
65.com/mail/deanlink?service=2020042704\_450



[Your Name] David Snodgrass  
[Your Address] 312 Rue de la Lavanda SPARK, NEV 89434

February 10, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Nevada Resident

David Snodgrass



February 10, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Nevada Resident



[Your Name] GENELLE PETREY  
[Your Address] 322 AVE. DE LA BLEU DE CLAIR  
SPARKS, NV 89434

February 10, 2020

*Genelle Petrey*

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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*Sincerely, Nevada Resident*

[Your Name] *KEN Wm TWOMBLY*  
[Your Address] *319 RUE DE LA LAVANNA*  
*SPARKS NV 89434*

February 14, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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*Sincerely,* *Nevada Resident*

*Ken Wm Twombly*



[Your Name] Linda Twombly  
[Your Address] 319 Rue de la Lavanda  
Sparks, NV 89434

February 14, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely, Nevada Resident Linda Twombly

[Your Name] Jacob Childs  
[Your Address] 104 Ave de La bleu de Clair

February 13, 2020

Ms. Kristina Swallow, Director  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

**Subject: I-80 Westbound On-Ramp at Lockwood**

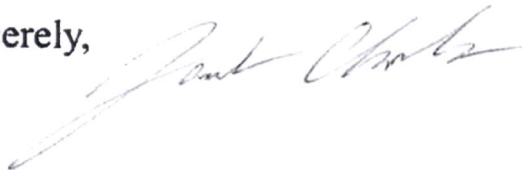
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Sincerely,



Lockwood Resident

Art & Anita Davis  
[Your Name] 352 Rue De La Lavanda  
[Your Address] Lockwood  
February 14<sup>th</sup>, 2020 Sparks, NV 89434

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Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

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Sincerely,

Lockwood Resident



[Your Name] *Deeplink*  
[Your Address] *551 Galena Rd Sparks NV 89434*

February 14, 2020

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*Sincerely, Nevada Resident*



[Your Name]  
[Your Address]

February \_\_\_\_, 2020

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Nevada Department of Transportation  
1263 South Stewart Street  
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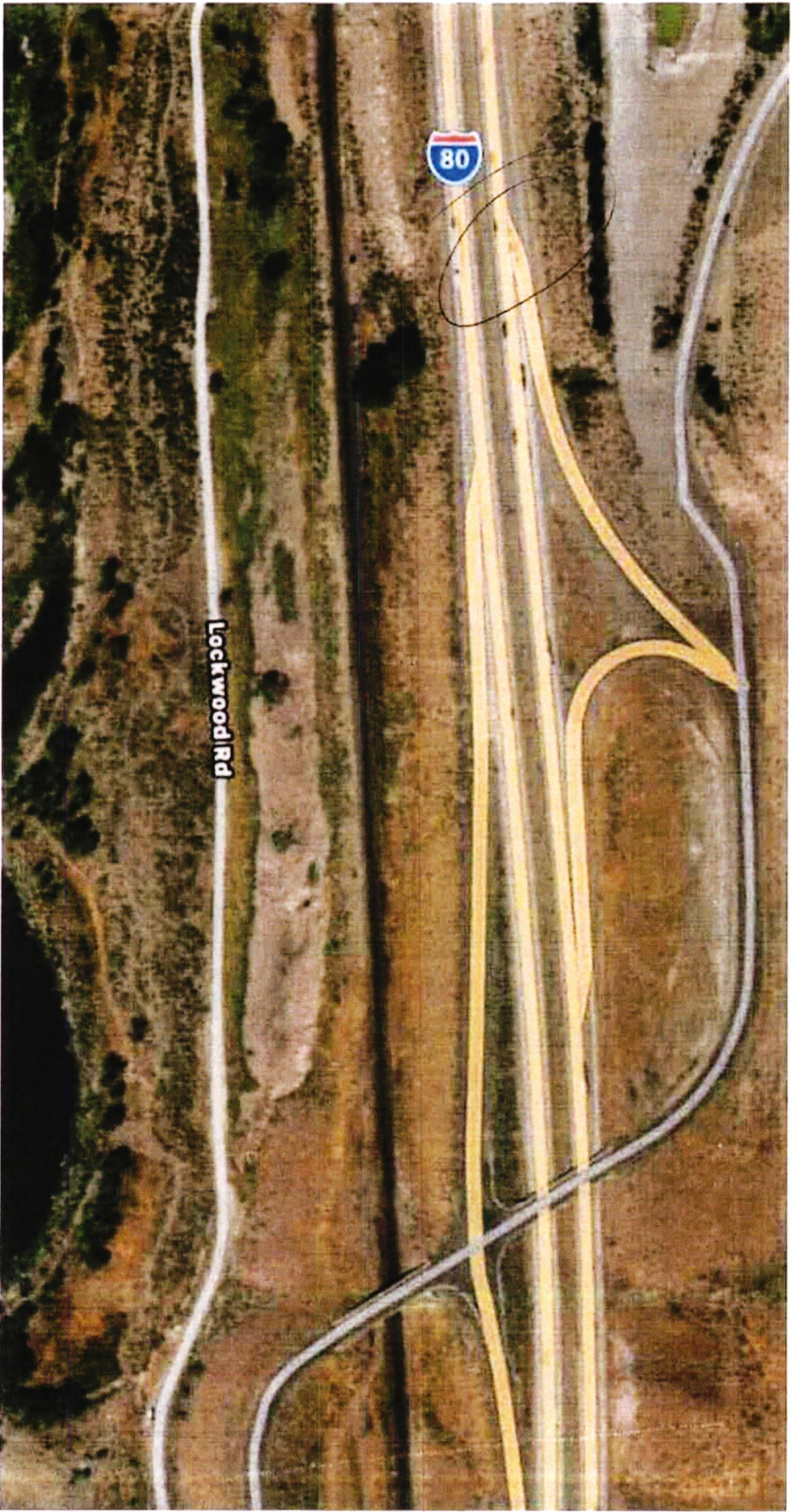
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*Sincerely, Nevada Resident*





#	Date	Address	Printed Full Name	Signature	Weekly Use
1	2/8/14	1490 S. 1st St.	P. Mitchell	Pam Mitchell	1
2	2/10/15	1800 N. 1st St.	Will Sant Singh		5
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**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 10 Min

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution Number 22-652 to dissolve Storey County's Declaration of Emergency due to COVID-19, Resolution No 20-568 adopted on March 17th, 2020.
- **Recommended motion:** I \_ (commissioner), move to approve Resolution Number 22-652 to dissolve Storey County's Declaration of Emergency due to COVID-19, Resolution No 20-568 adopted on March 17th, 2020.
- **Prepared by:** Lara Mather

**Department:**

**Contact Number:** 17758470986

- **Staff Summary:** On May 18, 2022, the State of Nevada formally terminated the Declaration of Emergency related to COVID-19. Cases in Storey County have decreased by 99% from the highest reported in one period of 66 cases to the most recent reporting period (April 24 – May 7, 2022) of 1 case. COVID-19 tests and vaccines are available throughout Nevada and Nevada public health and health care systems have identified and implemented precautions and interventions to mitigate the continued spread of COVID-19.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

☐ Approved

☐ Approved with Modification



<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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**RESOLUTION NO 22- 652**

**RESOLUTION:** Resolution to dissolve Storey County's Declaration of Emergency due to COVID-19, No 20-568 adopted on March 17<sup>th</sup>, 2020.

**DISOLVE DECLARATION OF EMERGENCY**

**WHEREAS**, NRS 414.090 authorizes the formation of a county emergency management organization; and,

**WHEREAS**, Storey County has created Storey County Emergency Management as set forth in Storey County Code Chapter 2.20; and,

**WHEREAS**, Storey County Code Section 2.20.030 authorizes the declaration of an emergency whenever it is considered necessary; and,

**WHEREAS**, the Centers for Disease Control and Prevention identified a new respiratory illness which it named, Corona Virus Disease 2019 (COVID 19); and,

**WHEREAS**, the World Health Organization declared COVID 19 a global pandemic; and,

**WHEREAS**, Donald Trump, President of the United States declared on March 13, 2020, that COVID 19 constitutes a national emergency under the Stafford Act and has authorized FEMA to provide assistance to state and local governments; and,

**WHEREAS**, Steven Sisolak, Governor of the State of Nevada also declared that COVID 19 constitutes an emergency in the State of Nevada; and,

**WHEREAS**, on March 17, 2020, Storey County issued a Declaration of Emergency in response to the COVID-19 pandemic; and,

**WHEREAS**, Sixty-two percent of the population of the State of Nevada are fully vaccinated against COVID-19; and,

**WHEREAS,** COVID-19 cases in Storey County have decreased by 99% from the highest reported in one period of 66 cases to the most recent reporting period (April 24 – May 7, 2022) of 1 case; and,

**WHEREAS,** COVID-19 tests and vaccines are available throughout Nevada; and,

**WHEREAS,** Nevada public health and health care systems have identified and implemented precautions and interventions to mitigate the continued spread of COVID-19.

**WHEREAS,** on May 18, 2022, the State of Nevada formally terminated the Declaration of Emergency related to COVID-19.

**NOW THEREFORE,** it is hereby declared that the Storey County State of Emergency is dissolved.

DATED this \_\_\_\_ day of June 2022, at \_\_\_\_\_ hours.

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Jay Carmona, Chairman  
Storey County Board of Commissioners

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Clay Mitchell, Vice Chairman  
Storey County Board of Commissioners

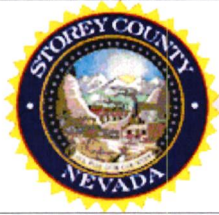
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Lance Gilman, Commissioner  
Storey County Board of Commissioners

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Attest  
Dore Nevin  
Storey County Acting Clerk/Treasurer





**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 15 minutes

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval of the acceptance of the renewal from Nevada Public Agency Insurance Pool (POOL) or to enroll with alternate insurance agencies; Travelers or Liberty Mutual, for liability and casualty insurance, and the approval of payment not to exceed \$485,000.00, for fiscal year 2022-2023.
- **Recommended motion:** I, \_\_ Commissioner \_\_, move to approve (renewing or enrolling) in insurance coverage with, \_\_ (company name)\_\_, with a deductible amount of (\$5000, \$10,000, r \$25,000), and so move to approve payment for fiscal year 2022-2023 coverage.
- **Prepared by:** Jennifer McCain

**Department:**

**Contact Number:** 7758471133

- **Staff Summary:** Jared Rossi with LP Insurance will be present to review coverages and deductibles for all three agencies, (Nevada Public Agency Insurance Pool, Travelers Insurance, and Liberty Mutual Insurance). Jared will also review past claim history and current POOL programs that Storey County currently receives services for. This is to aide the Storey County Commissioners in this insurance decision.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

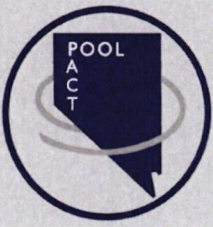
**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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## NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

### Member Contribution (Storey County):

#### Per Expiring \$5,000 MD

<b>Total Cost:</b>	<b>\$449,868.13</b>
<b>Agent Compensation:</b>	<b>\$31,482.95</b>
<b>Total Program Cost Including All POOL Services:</b>	<b>\$481,351.09</b>

#### Optional \$10,000 MD

<b>Total Cost:</b>	<b>\$428,240.30</b>
<b>Agent Compensation:</b>	<b>\$29,969.00</b>
<b>Total Program Cost Including All POOL Services:</b>	<b>\$458,209.30</b>

#### Optional \$25,000 MD

<b>Total Cost:</b>	<b>\$382,575.81</b>
<b>Agent Compensation:</b>	<b>\$26,772.49</b>
<b>Total Program Cost Including All POOL Services:</b>	<b>\$409,348.30</b>





Storey County  
Effective: 07/01/2022 to 07/01/2023

COVERAGE DESCRIPTION	POOL Effective 7/1/21 - 7/1/22	POOL Effective 7/1/22 - 7/1/23
Maintenance Deductible	\$5,000 All Perils Each and Every Loss	See Deductible Options Table
<b>PROPERTY</b>		
Blanket Property Limit	300,000,000	300,000,000
Sublimits Apply to Section V.C. Extension of Property:		
Accounts Receivable	\$5,000,000 per loss	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss	10% up to \$25,000 per loss
Earthquake	\$150,000,000 Aggregate	\$150,000,000 Aggregate
Flood	\$150,000,000 Aggregate \$25,000,000 Aggregate Flood Zone A	\$150,000,000 Aggregate \$25,000,000 Aggregate Flood Zone A
Equipment Breakdown	\$100,000,000 per loss	\$100,000,000 per loss
- Loss of Income & Extra Expense	Included	Included
- Hazardous Substance Coverage	\$250,000 per loss	\$250,000 per loss
- Spoilage Coverage	\$250,000 per loss	\$250,000 per loss
- Data Restoration	\$100,000 per loss	\$100,000 per loss
Expediting Expenses	\$25,000 per loss	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss	\$5,000,000 per loss
Money and Securities	\$500,000 per loss	\$500,000 per loss
Agreed Value Vehicles	Per Attachment D, if applicable	Per Attachment D, if applicable
<b>LIABILITY</b>		
Each Event / Each Member	10,000,000	10,000,000
General Aggregate per Member	10,000,000	10,000,000
Limits of Liability are subject to Sublimits	Yes	Yes
Liability Included	Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability & Wrongful Acts Liability	Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability & Wrongful Acts Liability
<b>CYBER LIABILITY</b>		
Per Cyber Security Event / Combined Aggregate	\$3,000,000	\$3,000,000 / \$15,000,000
Privacy Response Expense Coverage	Included in Above	Included in Above
<b>ENVIRONMENTAL LIABILITY</b>		
Covg. A - Third Party Claims for Bodily Injury, Property Damage or Remediation Expense	\$2,000,000 Ea. Incident/\$10,000,000 Agg.	\$2,000,000 Ea. Incident/\$10,000,000 Agg.
Covg. B - First Party Remediation Expense	\$2,000,000 Ea. Incident/\$10,000,000 Agg.	\$2,000,000 Ea. Incident/\$10,000,000 Agg.
Covg. C - Emergency Response Expense	\$2,000,000 Ea. Incident/\$10,000,000 Agg.	\$2,000,000 Ea. Incident/\$10,000,000 Agg.
Covg. D - Business Interruption	\$2,000,000 Ea. Interruption/365 Day Limit	\$2,000,000 Ea. Interruption/365 Day Limit

Coverage Disclaimer: This quote does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by the carrier. It is not representation that coverage does or does not exist for any particular claim or loss under such policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in the claim or loss and any applicable law. Policies may be subject to minimum earned premiums.



### Storey County – Premium Summary and Total Cost of Program

Annual Premium Options - POOL		
5K Ded	10K Ded	25K Ded
\$ 481,351.09	\$ 458,209.30	\$ 409,348.30

Travelers/Liberty Mutual - Do Not Exceed Indication	
Annual Premium	\$ 460,000.00

Total Cost of Program			
	Best	Average	Worst
5K	\$ 497,183.59	\$ 508,330.32	\$ 527,441.10
10K	\$ 484,779.52	\$ 502,834.54	\$ 534,326.43
25K	\$ 437,526.98	\$ 485,339.71	\$ 549,827.38

*Table Notes: This table represents the quoted renewal/optional premiums for the carriers listed. The deductibles have been reviewed for the past 10 years of loss history and have been capped at the individual deductible level as quoted by each carrier. The total loss deductibles have been applied in addition to the quoted carrier premium to calculate most, least, and average severity years to best estimate the total cost of each insurance program option.*

**Supporting Claim and Premium Information**

	Incurred	Capped @ 5K	Capped @ 10K	Capped @ 25K
2021	\$ 120,166.08	\$ 32,739.78	\$ 52,739.78	\$ 86,739.78
2020	\$ 36,695.74	\$ 22,045.67	\$ 31,695.74	\$ 36,695.74
2019	\$ 46,733.95	\$ 17,968.73	\$ 27,968.73	\$ 46,733.95
2018	\$ 48,536.50	\$ 36,783.00	\$ 48,536.50	\$ 48,536.50
2017	\$ 115,856.11	\$ 26,118.28	\$ 45,410.02	\$ 76,628.22
2016	\$ 438,872.22	\$ 46,090.01	\$ 76,117.13	\$ 140,479.08
2015	\$ 501,919.36	\$ 31,272.66	\$ 61,272.66	\$ 132,563.59
2014	\$ 28,178.68	\$ 15,832.50	\$ 26,570.22	\$ 28,178.68
2013	\$ 258,796.65	\$ 23,970.36	\$ 43,970.36	\$ 86,387.29
2012	\$ 94,871.54	\$ 16,971.28	\$ 31,971.28	\$ 76,971.28
<b>Average</b>	<b>\$169,062.68</b>	<b>\$26,979.23</b>	<b>\$44,625.24</b>	<b>\$75,991.41</b>

Storey County - Claim Count - By FY	
Year	Claim Count
2021	9
2020	8
2019	12
2018	14
2017	8
2016	15
2015	9
2014	4
2013	7
2012	8

Storey County - POOL/PACT Programs				
Program	Cost	Average	Notes	
Absorb	\$ 14,512.00	\$ -	Annual Figure	
Aquatic	\$ 3,000.00	\$ -	Annual Figure	
MSDS Online	\$ 3,200.00	\$ -	Annual Figure	
<b>Cyber</b>				
Passive Network Assessment	\$ 10,500.00	\$ 2,625.00	Performed in 2018	
Know B4	\$ 2,355.00	\$ -	Annual Figure	
<b>Sheriff and Fire</b>				
Detention Facility	\$ 25,000.00	\$ 12,500.00	Performed in 2020, Reviewed 2021 & 2022	
Target Solutions	\$ 4,182.00	\$ -	Annual Figure	
<b>Human Resources</b>				
Program Value	\$ 99,725.00	\$ 24,931.25	2017 - 2021	
<b>Education and Grants</b>				
Misc Grants	\$ 47,492.75	\$ 9,498.55	2016 - Present	
	Total - 2016-Present	Annual Weighted		
<b>Total Programs</b>	\$ 209,966.75	\$ 76,803.80		





**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 30 min.

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible 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).
- **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 2022-2025 Collective Bargaining Agreement between the parties.
- **Prepared by:** Austin Osborne

**Department:**                      **Contact Number:** 7758470968

- **Staff Summary:** Pursuant to NRS 288 and Article 54 of the Bargaining Agreement between the Employer and the Union, the existing 2016-19 Agreement is proposed by management to the Board of Commissioners be modified as tentatively agreed between the parties.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Included.
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

AGREEMENT  
BETWEEN  
STOREY COUNTY, NEVADA  
AND  
COMSTOCK CHAPTER, AFSCME LOCAL 4041  
~~JULY 1, 2019 – JUNE 30, 2022~~  
JULY 1, 2022 – JUNE 30, 2025

## PREAMBLE

This Agreement is made and entered into this 1st day of July, 2019, 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.

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## 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 an employee 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.
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.
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 eligible to join the union upon hire, they will remain employed "at-will" and are excluded from the coverage of this agreement for the duration of their new hire probationary period. 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 regular 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.
  - 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. "Working Week" shall have the same meaning.
  - 15. "Work Day" means a period of 24 consecutive hours which begins when the employee begins work. "Working Day" shall have the same meaning.

#### **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.~~ Within 5 business days, the Employer will provide the union available documents applicable to its request or a written statement explaining why the records are unavailable or when they will be available and provided to the union.

## **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 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 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.
3. Monthly Dues for the AFSCME Local 4041 are as follows:
  - a. Probationary employees dues shall be .5% of base pay each pay period.
  - b. Regular full-time employees shall be 1% of base pay for each pay period.

#### **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 adoption of this Agreement. ~~The following adjustments and cost of living increases (COLAs) shall apply for the duration of this agreement:~~

~~a. Year 1 (2019/20)~~

~~i. 2.0% chart increase for all employees.~~

~~b. Year 2 (2020/21)~~

~~i. 2.0% chart increase for all employees.~~

~~ii. 2.5% COLA added for "capped" employees in form of calculated COLA. This is added to the chart increase above.~~

~~c. Year 3 (2021/22)~~

~~i. 2.0% chart increase for all employees.~~

~~d. Notes:~~

~~i. Chart increases will take effect on the first workday of the first full pay period of the new fiscal year.~~

~~ii. See also Article 21 Cost of Living Increase (COLA).~~

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 for Employees are paid on a bi-weekly basis. The standard established workweek for Employees begins at 12:01 a.m. 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 office 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. Supervisors shall not alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes that the employee has completed his/her timesheet in error, the supervisor shall discuss the matter with the employee and may make explanatory notations on the timesheet.

### 3. Incentive Pay

Incentive pay is provided for specified extra duties performed by employees. Incentive pay is subject to approval of the department head and the HR Director, and it may be denied or revoked anytime, with documentation, when the department head finds that the employee is not fulfilling the duties and functions applicable to the incentive pay roles.

- a. **Bilingual Pay.** Upon recommendation of the department head and approval by the **Personnel** HR 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** HR 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** HR 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.** A **union** employee who is assigned as the Terminal Agency Coordinator (TAC) will receive 2.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the TAC. No more than one employee in any department may receive TAC differential at any given time. In the event the TAC position is not assigned to a union eligible employee, and ATAC (Assistant Terminal Agency Coordinator) positions are assigned, up to two (2) union eligible employees will receive 1.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the ATAC.



- c. **Field Training Officer (FTO) Pay.** An employees in the Communications Series, and no other employees, who are is designated by his/her supervisor to perform the duties of a field training officer (FTO) shall receive an additional 5 percent base pay 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.
- d. **Commercial Driver License (CDL) Public Works.** Public Works employees in the buildings and grounds and water and sewer classifications who possess and maintain a Commercial Driver License, and who regularly upon call-to-duty drive commercial vehicles for the Public Works Department (including snow plows and other CDL-related equipment) shall receive additional 5 percent base pay for all regular hours worked in the workweek.
- e. **Commercial Driver License (CDL) VCTC.** Virginia City Tourism Commission (VCTC) employees who possess and maintain a Commercial Driver License "B" Endorsement (passenger vehicles), and who regularly upon call-to-duty drive commercial passenger vehicles for the VCTC shall receive additional 5 percent base pay for all regular hours worked in the workweek.
- f. **Water and Sewer Treatment Certification.** Public Works employees in the buildings and grounds and service classifications who possess and maintain a Treatment I certification, and in the roads classification who posses and maintain a Treatment II certification for water/sewer treatment, and who regularly respond to duty including after regular hours (e.g., engage in on-call weekend rotation water and sewer plant duties) shall receive additional 5 percent base pay for all regular hours worked in the workweek.

## ARTICLE 18. ACTING PAY

Employees may be required to temporarily assume the majority of the duties of a higher level class. This is a short-term remedy when temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position, such as during extended absence, or when there is a vacant position in a higher class requiring the temporary assignment of duties prior to filling the position. The employee will be provided acting pay when the duration of the assignment is ~~5~~ 3 consecutive work days or longer, whether the consecutive days worked is regularly scheduled, not regularly scheduled, or includes overtime worked.

The amount of acting pay is 5 percent of the acting employee's base rate of pay, and the acting pay applies to the entire duration of the assignment including the initial 3-day period above. Acting pay will be paid retroactively to the first day of the assignment, provided that the conditions listed in this article are met.

The employee may not be assigned to the higher level class duties for more than 6 consecutive months unless specifically approved by the Personnel Director and/or Administrative Officer, who may extend the assignment for not more than an additional 6 months.

The foregoing is subject to approval of the Personnel Director with concurrence by the County Manager.

#### **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 in-writing to improve the employee's performance. If within 6 months the employee has corrected the deficiency as evidenced by a formal employee evaluation form, the merit salary increase will be granted and paid from that date. The employee's anniversary date will not change. At the employee's request, at least 2 meetings involving the employee, department head, personnel director, and a representative of the employee's choosing will be held prior to the expiration of the 6-month period. The intervals will be as agreed in-writing by the employee and the personnel director.
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.
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**



~~Note: As indicated in the Classification Plan for Non-Exempt AFSCME Comstock Chapter Employees attached hereto, the assigned wage grade for the following series is subject to a comp study and re-negotiation for possible amendments for year three of this agreement effective 07/01/2021 thru 06/30/2022 as approved by the Board of Storey County Commissioners and the Union.~~

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 2.5 percent for that year. This will occur on July 1, 2020 2022 only.~~
  - ~~a. 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 PERS Contribution Rate Increase	YEAR B No PERS Contribution Rate Increase
Capped Employee	50% PERS	2.5% 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.

Each union eligible employee shall receive a Cost-of-Living Adjustment (COLA) increase equal to:

- 3% for the first year of this contract, 2022-23;
- 2% for the second year of this contract, 2023-24; and
- 2% for the third year of this contract, 2024-25.

These increases will be effective on the first day of the first full pay period in July.

If there is a PERS increase during the term of this contract said increase will be shared equally between union eligible employees in accordance with NRS 286.421 (3) (a) (1). The union eligible employee's portion will be covered by reducing agreed upon COLA increase by 50% of the PERS increase.

## 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**

Employees who work swing shift and/or graveyard shift earn shift differential pay as set forth in this section.

1. Swing shift begins at 6:00 p.m. and ends at 11:59 p.m.
2. Graveyard shift begins at 12:00 a.m. and ends at 5:59 a.m.
3. Shift differential pay is calculated from the employee's base rate of pay.
4. Overtime worked within the shift differential period counts as time worked for determining eligibility for shift differential pay.
5. Non-Communications series employees receive shift differential pay for all regularly scheduled hours worked when 50 percent or more of those hours fall on swing shift or graveyard shift.
6. Communications series employees receive shift differential pay as follows:
  - a. Swing Shift – 3 percent shift differential pay for all hours worked on swing shift;
  - b. Graveyard Shift – 5 percent shift differential pay for all hours worked on the



employee's entire shift, not just those on graveyard, when 50 percent or more of those hours fall on this shift;

- c. Hours in the (a) and (b) categories above need not be regularly scheduled hours.

No shift differential pay is provided during times the employee is absent from work while taking sick or annual leave, holiday (not worked) leave, or other leave with pay or without 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.

## **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.

If an employee receives a duty related telephone call during non-duty hours from a supervisor, or at the request of a supervisor, at the start of the 6<sup>th</sup> minute, the employee shall receive a minimum of 15 minutes of paid work time. If the time worked extends beyond 15 minutes, the paid work time shall be rounded to the nearest 15-minute increment. This provision is intended to apply to a situation where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as requests to work overtime, or directives given to the employee to report to work, or other reporting instructions.

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 rate of time and one-half of the employee's 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.

#### **Compensatory Time for Scheduled Overtime:**

Regular scheduled overtime is not eligible to be converted to compensatory time ("comp-time"). An example of regular scheduled overtime is a regularly scheduled 84-hour work period (14 days) resulting in 4 hours of overtime for the work period (14 days). Overtime earned as shift coverage is eligible to be converted to compensatory time.

#### **Non-Communications Series Employees:**

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.

#### **Communications Series Employees:**

For the purposes of overtime to fill vacancies and/or prescheduled leave, an overtime list will be ~~maintained~~ posted in each department monthly. The list will include all eligible and qualified bargaining unit members who desire to work overtime during staffing absences and all shifts available for coverage. A rotation procedure will be incorporated into the list. The initial list will be established beginning with the eligible and qualified employee having the most full-time continuous service with the employer with other eligible and qualified employees listed in



descending order based on seniority. ~~The list will be reset the same way January 1 of each year.~~ The employer reserves the right to mandate an employee to work overtime when no other eligible and qualified employee is available on the rotation eligibility list. This does not include immediate need for shift coverage.

#### Compensatory Time

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 120 hours of comp-time in a year, which will run from December 1, through November 30, ~~per calendar year.~~ Comp-time balance shall be paid-out at the rate it was earned as a check payment on the ~~last first full~~ payroll period ~~in December of November~~ of each year. The employee must give at least 14 days of notice to the department head before taking comp-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 any designated 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 281 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.

#### **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 ~~\$3.00~~ \$4.25 for every hour s/he is in standby status or ~~\$4.00~~ \$6.00 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:

<b>Years of Service</b>	<b>Hours Earned</b>	<b>Maximum Hours/Year</b>
Less than 5 years	0.0577 / hr.	120
5 years but less than 10 years.	0.0769 / hr.	160
10 years and more.	0.0865 / hr.	180

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.
- g. No employee may accrue more than 240 hours of annual leave in a calendar year.

## **2. 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.

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.

- d. 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.
- e. 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.

## **3. 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, dependent child, spouse, or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support, 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.

<b>Years of service</b>	<b>Rate of Pay</b>
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	60 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 physician'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 receives donated hours is entitled to payment for the leave at a rate no greater than his/her own rate of pay.
  - h. 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.

#### **10. Employee to Employee Donations:**

- a. 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.
- b. 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.

### **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**

Paid leave, not requiring use of accrued leave, will be provided to the employee during the time that s/he is:

- a. Voting in a national and/or state election;
- b. Required to appear in court or administrative proceedings for reason arising out of the employee's employment with the county;
- c. Required to serve jury duty. 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: require the person to use sick or annual leave; or require the person to work:
  - i. Within 8 hours before the time at which the person is to appear to jury duty; or
  - ii. If the employee'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.

The employee may use accrued annual leave, or the employee may take leave without pay, when s/he must take leave for the reasons shown in sections (a) and (b) below. Under these circumstances, the employee is not required to provide notice of intended leave per the subject articles, but the employee must provide notice of leave to the department head within 2 work days of knowing about the upcoming leave.

- a. Required to appear in court or legal administrative proceedings for personal reasons or any reason not arising out of the employee's employment with the county;
- b. A court case or legal proceedings in which the employee has a pecuniary interest, including, but not limited to, a civil case that s/he has against the county or agent thereof.

Also see Article 32 Military Leave for leave for selective services.

Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the county, including when the employee is personally sued in connection with this/her employment with the county, and which appearances occur outside his/her regularly scheduled shift shall be paid 1.5 his/her regular rate of pay for the time spent at such appearances. This provision does not apply to any case in which the employee has a pecuniary interest such as when the employee may be a beneficiary to any ruling or settlement arising out of court action or settlement with the county.

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 work days of receipt, to be deposited by the applicable fund of the county.

The department head may not deny leave taken for the reasons in this Article.

## **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 paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994.

Employees may choose to use accrued annual leave 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. This includes, for example, merit step and seniority. The Employer shall 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 rates are based on seniority. Employees do not accrue Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

This Article recognizes that the USERRA and NRS 281.145 governing paid military leave provide hours to the Employee equivalent to 15 working days of paid military leave in a 12-month period beginning January 1 and ending December 31 of each year (i.e., the calendar year). This Article recognizes that 15 days means 15 regularly scheduled shifts regardless of the number of hours in a



regular shift. The Employer recognizes that the applicable regulations intend to provide "hours" equivalent to 15 "workdays" and, therefore, fractions of days taken are deducted in hour increments. An employee whose work schedule includes Saturday or Sunday is entitled to the number of hours equivalent to twenty-four (24) working days in a twelve-month period.

For example, Employees working regular 12-hour shifts are entitled to an equivalent of 15 working days of paid military leave, and this equates to 180 hours of leave within a 12-month period. Employees working regular 8-hour shifts are also entitled to an equivalent of 15 working days of paid military leave, and this equates to 120 hours of leave in the same period. Military leave is granted and calculated in days or one-quarter fractions thereof. Partial day calculations will be calculated to the closest one-quarter of a day using the employee's current regularly scheduled hours.

The employee must provide the department head call-to-duty orders documentation within one week of receipt of the order, unless the order calls the employee to duty in less than that time.

Bargaining unit members may donate accrued annual leave to any military member who is at the time on active duty and who has exhausted his/her allotted military time under the USERRA and NRS 281.145.

### **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)

Juneteenth (June 19)

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 appointed by the President of the United States as a recognized federal 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.
- c. For departments that work 24/7 schedules (Communications, VCTC, Pipers) all holidays will be observed on the actual 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-the actual holiday, regardless of the day of the week the holiday falls-is observed.

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. ((union and county appear to agree 03/16))~~
- 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. ((union and county appear to agree 03/16))~~

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. RESERVED**

This article intentionally left blank.

#### **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. Full-time employee premiums. 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.
3. Regular part-time employee premiums. 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.
4. Employer agrees to pay \$30,000 in Life and Accidental Death and Dismemberment (AD&D) ~~of~~ for ~~the~~ regular full-time employee for the term of this agreement.
5. Dependent and spouse premiums.

##### **Fiscal Year 2022-2023 (first of the month after signing of contract)**

For regular full-time employees hired before July 1, 2014, the employer agrees to pay ~~100~~ 85 percent of the monthly premiums for health insurance for the employee's dependents (up to age 26) and ~~100~~ 85 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage. ~~coverage on the same or greater percentage basis as that provided to the employee by Storey County.~~

For employees hired on, or after, July 1, 2014 the employer will pay 60 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 60 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage.

##### **Beginning July 1, 2023**

For regular full-time employees the employer agrees to pay 70 percent of the monthly premiums for health insurance for the employee's dependents (up to age 26) and 70 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage.



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.

~~6. Sick Leave HSA/Premium Contribution – Employees may utilize up to 40 hours of his/her accrued sick leave to be utilized as an HSA contribution or toward their monthly insurance premium provided that the employee has 240 hours of sick leave in their bank at the time of contribution. This election takes place twice annually in the second full pay period in June and December. Signed requests must be submitted with the employee's timecard. Total annual contributions cannot exceed the limits outlined in law. 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.~~

7. 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 will~~ negotiate this Article. The Storey County Fire Protection District is a separate local government, is not recognized by Storey County for this reason, and therefore is not subject to this article.
8. As allowed by law and without federal penalties to the employer, an 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 will be considered taxable income. Employee opt-out may only be done once per year during the open-enrollment period. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act.
9. 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.



10. 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.
  - a. 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 related to the employee's current

position or department with the employer.

- b. Only a regular full-time employee after his/her probation period is eligible for reimbursement under this article. 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 for that course.
- 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 receiving 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 & EQUIPMENT ALLOWANCE**



1. **Uniform Reimbursement.** The Employer shall reimburse Employees the cost of required uniform clothing when purchased with prior approval from the department head. 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. **Specialized PPE.** The Employer will furnish such specialized personal protective equipment (PPE) (e.g., safety glasses and goggles, shoes/boots for special purposes, rubber boots and gloves, HAZMAT suits and equipment, and all other equipment necessary to protect Employees from industrial injury and health hazards). Regular reinforced toe and similar shoes/boots are covered in section (4) below. The Employer will replace all PPE 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. **Clothing.** The Employer shall provide all Regular Full-Time Employees in classified positions in Public Works roads, buildings and grounds, 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.~~
4. **Footwear.** Where steel-toed/reinforced toed or safety footwear is required for County duty, including requirements by OSHA or MSHA, the Employer will provide a footwear ~~allowance~~ reimbursement to the Employee of up to ~~one hundred fifty dollars (\$150.00)~~ \$187.50 every ~~2 years~~ year based upon receipts or other documentation. ~~to reimburse the Employee for the difference in price between steel-toed/reinforced-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)~~ \$187.50 or received that amount cumulatively; provided that the Employee will receive up to the full reimbursement at any time his/her steel-toed/reinforced-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. **Eyewear.** 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.



6. **Tools.** The employer shall reimburse a regular full-time employee in the Service classification (equipment mechanics) up to \$600 annually for the cost of purchasing necessary tools for the position provided that the employee receives written pre-approval from the department head for the specific tool to be purchased and the specific tool is not an item already provided for by the department.
7. **Payment Method.** The employee receiving reimbursement for purchase must provide the department head a receipt or other valid documentation of the purchase and the receipt must show that the purchase occurred during the term of this agreement. An allowance does not require a receipt or other documentation.
  - a. Allowances will be paid in 2 equal lump sums, one on the first pay period in June of each year and the second on the first pay period of December of each year. Required receipts must be provided to the department head for submittal to the Comptroller's office within 5 business days of these deadlines.
  - b. Reimbursements will be paid as incurred according to stipulations within the specific item above. Requests should be attached to the following timecard with official proof of department head approval and a valid receipt to be processed in a timely manner on the subsequent payday.

#### **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. Less than 90 calendar days shall not be considered a break in continuous full-time service for seniority purposes only, but shall not count toward full-time 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.



**Grievance Board:** The "Grievance Board" shall be composed of 2 grievance board members appointed by the employer and 2 grievance board members appointed by the union. The grievance board members serving on the grievance board must not have an evident conflict of interest such as being a party to or otherwise directly involved in the matter of the grievance, and they must be employees of Storey County ~~or the Storey County Fire Protection District.~~

- d. **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 may 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 work 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 work days to provide a decision to the employee. If the supervisor is the subject of the grievance, the employee will discuss the matter with the department head. If the department head is or is also the subject of the grievance, the employee may proceed directly to the grievance screening committee.

## **5. Grievance Screening Committee**

The Grievance Screening Committee shall convene within 10 work days from the date the supervisor must provide a decision to the employee pursuant to Section 45(4) if the employee requests a formal grievance. The screening committee shall determine the validity of the grievance and decide whether or not to proceed to a formal level grievance.

If the grievance screening committee determines that there is no valid cause to proceed to a formal level grievance, the issue is no longer considered a grievance per this agreement and the matter shall not proceed to formal grievance levels.

## **6. Formal Levels**

Formal level grievances must include valid evidence that the Grievance Screening Committee authorized the grievance to advance to the formal levels.

- a. **Level I:** If a grievant is not satisfied with the resolution proposed at the informal resolution level, the employee must within 10 working days of the grievance screening committee's authorization to proceed to grievance file a formal written grievance with the department head. If the grievance involves the department head, the grievance will advance to Level II.

The grievance must describe the matter leading to the grievance; the supervisor's decision of the informal resolution; the specific section(s) of this agreement or county rules, regulations, and/or policies allegedly violated; and the remedy requested.

The department head may have a meeting with the grievant, and within 10 working days of receiving the grievance the department head will provide a written decision to the grievant.

If the department head fails to provide a written response to the employee within 10 work days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the department head fails to provide a written response to the employee within 10 work days of receiving the monetary-related grievance, the grievance shall advance to Level II.

- b. **Level II:** If the grievant is not satisfied with the decision rendered at Level I, or the grievance includes a request of monetary-related correction, the grievant may, within 10 work days that the employer is required to provide a decision, file a Level II grievance which is a written appeal to the Personnel Director.

Within 10 work days of receipt of the written Level II request, 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 work 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 work days of that decision request to the Personnel Director that the grievance is advanced to Level III, that being mediation. Within 10 working days of the Personnel Director receiving the grievant's request that the matter is advanced to Level III, 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.

The grievance shall advance to Level IV if the parties cannot reach a resolution during Level III mediation or if the parties mutually agree to skip Level III mediation.

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 that the Grievance Board is deadlocked, the parties do not reach a mediated agreement at Level III, or the parties mutually agreed to skip Level III, the grievance may escalate to Level IV and 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 work days from the last determination at Level II or Level III as applicable.

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.

#### **7. 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.

#### **8. 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.

#### **9. 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.

#### **10. General Provisions**

- a. Unless stated otherwise in this agreement, 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, or by other valid documentation showing receipt by the addressee.
- e. The Personnel Director or County Manager may disagree with the supervisor or department head's decision at any time during the grievance process and reverse the decision of the supervisor and/or department head. In such a decision adversely impacting the grievant, the grievance shall be allowed to proceed to the next level. The Personnel Director or County Manager may also respond in-lieu of the department head for or against the department head's decision at any appropriate place.

#### **11. 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**

This article applies when the State of Nevada or County Commission causes an emergency closure of Storey County or a portion thereof due to health, welfare, safety, or disaster.

Employees who are unable to report to work because of emergency closure will during such absence be paid their regular rate of pay for each day or portion thereof for up to 5 work days. Such employees during this time who are taking annual or sick leave (approved in-writing before the emergency closure) will be credited this time back to the applicable accrued leave and by the next pay period. No employee may use or request credit to accrued leave unless there is valid written evidence that the leave was approved before the emergency closure.

Employees who are required to report to work during emergency closures will be paid their regular rate of pay each day or portion thereof, and they will also be provided time off at a later period at the rate of 1 hour for each hour worked during the emergency closure. Employees who are normally off during the emergency closure will be provided the same time off at a later period and the rate of 1 hour for each hour worked during the emergency closure. Employees described in this paragraph may maintain accrual of this leave until December 31 of that year. The request to use the accrued leave will conform to the same procedures in this agreement for annual leave except that if this accrued leave is not used the employee will be paid out the accrued leave at his/her base rate. Any overtime worked during an emergency closure will be compensated in accordance with Article 23 Overtime.

#### **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. DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE**

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, and payment for any reimbursable expenses due the employee shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

#### **ARTICLE 51**

This article intentionally left blank.

#### **ARTICLE 52**

This article intentionally left blank.

#### **ARTICLE 53**

This article intentionally left blank.

#### **ARTICLE 504. 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 515. 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 526. 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 537. DURATION OF AGREEMENT**

1. Except as otherwise provided herein, this Agreement shall be in full force and effect ~~July 1, 2019 through June 30, 2022.~~ July 1, 2022 through June 30, 2025.
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**

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Jay Carmona, Chairman  
Storey County Commission

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Clay Mitchell, Vice-Chairman  
Storey County Commission

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Lance Gilman, Commissioner  
Storey County Commission

#### **STOREY COUNTY EMPLOYEES' ASSOC. AFSCME-COMSTOCK CHAPTER**

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Rachel Ferris, President  
AFSCME Comstock Chapter

---

David Duke, Chief Negotiator  
AFSCME Comstock Chapter

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Signed Commissioner Meeting

APPROVED AS TO FORM:  
Anne Langer, District Attorney

## Classification Plan for Non-Exempt AFSCME Comstock Chapter Employees

### 2022-2025 Bargained Agreement Official

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	
Legal Assistant I	120	Non Ex	A	
Legal Assistant II	124	Non Ex	A	
Legal Assistant Senior	128	Non Ex	A	
Legal Assistant Lead 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	
Deputy Assessor	130*	Non Ex	B	
Tourism Assistant	110	Non Ex	A	
Special Event Coordinator	116	Non Ex	A	
Planning Assistant	119	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 I	122*	Non Ex	A	
Building Inspector II	126*	Non Ex	A	
Fire Inspector Trainee	113	Non Ex	A	One year only position
Fire Inspector I	122*	Non Ex	A	
Fire Inspector II	126*	Non Ex	A	
Senior Inspector III	130*	Non Ex	A	
Senior Inspector IV	134*	Non Ex	B	



Network Support Technician I	116	Non Ex	A	
Network Support Technician II	119	Non Ex	A	
Network Administrator	<b>128</b>	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 Mechanic I	116	Non Ex	A	
Auto & Equipment Mechanic II	122	Non Ex	A	
Auto & Equipment Specialist Senior	126	Non Ex	B	
Operations & Projects Coordinator	126	Non Ex	A	
Facilities Maintenance Worker I	110	Non Ex	A	CDL 5% Incentive
Facilities Maintenance Worker II	<b>114</b>	Non Ex	A	CDL 5% Incentive
Facilities Maintenance Worker Senior	<b>118</b>	Non Ex	A	CDL 5% Incentive
Facilities Maintenance Worker Lead Senior	<b>124</b>	Non Ex	B	CDL 5% Incentive
Maintenance Worker-Equipment Operator I	116*	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Equipment Operator II	119*	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Equipment Operator Senior	124*	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Equipment Operator Lead S.	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:**

~~\*Grade of the following series subject to comp. study and re-negotiation for possible amendments effective 07/01/2021 thru 06/30/2022:~~

~~(A) Communications series; (B) Property Appraiser~~

~~series; (C) Maintenance Worker-Heavy Equipment~~

~~Operator series; (D) Building and Fire Inspector series -~~

~~(except for Trainee classes).~~

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.

AFSCME pay schedule Fiscal Year 2022-2023

	1	2	3	4	5	6	7	8	9	10
110	39,629.59	41,016.62	42,452.21	43,938.03	45,475.86	47,067.52	48,714.88	50,419.90	52,184.60	54,011.06
111	40,620.32	42,042.04	43,513.51	45,036.48	46,612.76	48,244.20	49,932.75	51,680.40	53,489.21	55,361.33
112	41,635.82	43,093.08	44,601.34	46,162.38	47,778.07	49,450.30	51,181.06	52,972.40	54,826.43	56,745.35
113	42,676.74	44,170.42	45,716.39	47,316.46	48,972.54	50,686.58	52,460.61	54,296.73	56,197.11	58,164.01
114	43,743.64	45,274.67	46,859.28	48,499.36	50,196.84	51,953.73	53,772.11	55,654.13	57,602.02	59,618.10
115	44,837.23	46,406.54	48,030.77	49,711.84	51,451.76	53,252.57	55,116.41	57,045.48	59,042.07	61,108.55
116	45,958.17	47,566.71	49,231.54	50,954.65	52,738.06	54,583.89	56,494.33	58,471.63	60,518.14	62,636.27
117	47,107.12	48,755.87	50,462.32	52,228.50	54,056.50	55,948.48	57,906.68	59,933.41	62,031.08	64,202.17
118	48,284.80	49,974.77	51,723.88	53,534.22	55,407.92	57,347.19	59,354.35	61,431.75	63,581.86	65,807.22
119	49,491.93	51,224.14	53,016.99	54,872.58	56,793.13	58,780.88	60,838.22	62,967.55	65,171.42	67,452.42
120	50,729.23	52,504.75	54,342.42	56,244.40	58,212.96	60,250.41	62,359.18	64,541.75	66,800.71	69,138.73
121	51,997.44	53,817.35	55,700.96	57,650.49	59,668.26	61,756.65	63,918.13	66,155.27	68,470.70	70,867.17
122	53,297.39	55,162.80	57,093.50	59,091.77	61,159.98	63,300.58	65,516.10	67,809.16	70,182.48	72,638.87
123	54,629.82	56,541.87	58,520.83	60,569.06	62,688.98	64,883.09	67,154.00	69,504.39	71,937.05	74,454.84
124	55,995.57	57,955.42	59,983.86	62,083.29	64,256.21	66,505.17	68,832.86	71,242.01	73,735.48	76,316.22
125	57,395.45	59,404.30	61,483.45	63,635.37	65,862.60	68,167.80	70,553.67	73,023.05	75,578.85	78,224.11
126	58,830.34	60,889.41	63,020.53	65,226.25	67,509.17	69,871.99	72,317.51	74,848.63	77,468.33	80,179.72
127	60,301.10	62,411.64	64,586.04	66,856.91	69,196.90	71,618.79	74,125.45	76,719.84	79,405.03	82,184.21
128	61,808.62	63,971.92	66,210.93	68,528.32	70,926.81	73,409.25	75,978.57	78,637.82	81,390.14	84,238.80
129	63,353.86	65,571.24	67,866.24	70,241.56	72,700.01	75,244.51	77,878.07	80,603.80	83,424.93	86,344.81
130	64,937.69	67,210.51	69,562.88	71,997.58	74,517.49	77,125.61	79,825.00	82,618.88	85,510.54	88,503.41
131	66,561.13	68,890.77	71,301.95	73,797.52	76,380.43	79,053.74	81,820.62	84,684.35	87,648.30	90,715.99
132	68,225.17	70,613.05	73,084.50	75,642.46	78,289.95	81,030.09	83,866.15	86,801.46	89,839.51	92,983.90
133	69,930.78	72,378.36	74,911.60	77,533.51	80,247.18	83,055.83	85,962.79	88,971.49	92,085.49	95,308.48
134	71,679.06	74,187.82	76,784.40	79,471.85	82,253.36	85,132.23	88,111.86	91,195.78	94,387.63	97,691.19
135	73,471.03	76,042.52	78,704.01	81,458.65	84,309.70	87,260.54	90,314.66	93,475.67	96,747.32	100,133.48
136	75,307.82	77,943.59	80,671.62	83,495.12	86,417.45	89,442.06	92,572.54	95,812.57	99,166.01	102,636.82
137	77,190.50	79,892.17	82,688.40	85,582.49	88,577.88	91,678.10	94,886.84	98,207.88	101,645.15	105,202.73
138	79,120.29	81,889.50	84,755.63	87,722.08	90,792.35	93,970.08	97,259.03	100,663.10	104,186.31	107,832.83
139	81,098.29	83,936.73	86,874.52	89,915.13	93,062.16	96,319.33	99,690.51	103,179.68	106,790.97	110,528.65
140	83,125.76	86,035.16	89,046.39	92,163.02	95,388.72	98,727.33	102,182.79	105,759.18	109,460.76	113,291.88
141	85,203.88	88,186.02	91,272.53	94,467.07	97,773.41	101,195.48	104,737.32	108,403.13	112,197.24	116,124.14
142	87,333.99	90,390.68	93,554.36	96,828.76	100,217.77	103,725.39	107,355.78	111,113.23	115,002.19	119,027.27
143	89,517.34	92,650.45	95,893.21	99,249.47	102,723.21	106,318.52	110,039.67	113,891.05	117,877.24	122,002.95
144	91,755.28	94,966.71	98,290.54	101,730.71	105,291.29	108,976.48	112,790.66	116,738.33	120,824.18	125,053.02
145	94,049.14	97,340.86	100,747.80	104,273.97	107,923.56	111,700.88	115,610.41	119,656.78	123,844.76	128,179.33
146	96,400.39	99,774.40	103,266.51	106,880.83	110,621.66	114,493.42	118,500.69	122,648.21	126,940.90	131,383.83
147	98,810.40	102,268.76	105,848.17	109,552.86	113,387.21	117,355.76	121,463.21	125,714.42	130,114.43	134,668.43



148	101,280.63	104,825.46	108,494.35	112,291.65	116,221.86	120,289.62	124,499.76	128,857.25	133,367.25	138,035.11
149	103,812.66	107,446.11	111,206.72	115,098.96	119,127.42	123,296.88	127,612.27	132,078.70	136,701.45	141,486.01
150	106,407.97	110,132.25	113,986.88	117,976.42	122,105.60	126,379.29	130,802.57	135,380.66	140,118.98	145,023.14
151	109,068.19	112,885.57	116,836.57	120,925.85	125,158.25	129,538.79	134,072.65	138,765.19	143,621.97	148,648.74
152	111,794.89	115,707.71	119,757.48	123,949.00	128,287.21	132,777.26	137,424.47	142,234.32	147,212.52	152,364.96
153	114,589.76	118,600.40	122,751.42	127,047.72	131,494.39	136,096.69	140,860.07	145,790.18	150,892.83	156,174.08
154	117,454.51	121,565.41	125,820.20	130,223.91	134,781.75	139,499.11	144,381.58	149,434.93	154,665.15	160,078.44
155	120,390.86	124,604.54	128,965.70	133,479.50	138,151.28	142,986.58	147,991.11	153,170.79	158,531.77	164,080.38
156	123,400.65	127,719.67	132,189.86	136,816.51	141,605.08	146,561.26	151,690.91	157,000.09	162,495.09	168,182.42
157	126,485.65	130,912.65	135,494.59	140,236.90	145,145.20	150,225.28	155,483.16	160,925.07	166,557.45	172,386.96
158	129,647.79	134,185.46	138,881.95	143,742.82	148,773.82	153,980.91	159,370.24	164,948.20	170,721.38	176,696.63
159	132,889.00	137,540.11	142,354.02	147,336.41	152,493.18	157,830.44	163,354.51	169,071.91	174,989.43	181,114.06
160	136,211.23	140,978.62	145,912.87	151,019.82	156,305.51	161,776.21	167,438.37	173,298.72	179,364.17	185,641.92
161	139,616.50	144,503.08	149,560.69	154,795.31	160,213.15	165,820.61	171,624.33	177,631.18	183,848.27	190,282.96
162	143,106.91	148,115.65	153,299.70	158,665.19	164,218.47	169,966.12	175,914.93	182,071.96	188,444.47	195,040.03
163	146,684.58	151,818.54	157,132.19	162,631.82	168,323.93	174,215.27	180,312.80	186,623.75	193,155.58	199,916.03
164	150,351.69	155,614.00	161,060.49	166,697.61	172,532.02	178,570.65	184,820.62	191,289.34	197,984.47	204,913.92
165	154,110.50	159,504.36	165,087.02	170,865.06	176,845.34	183,034.93	189,441.15	196,071.59	202,934.09	210,036.79

AFSCME pay schedule Fiscal Year 2023-2024

	1	2	3	4	5	6	7	8	9	10
110	40,422.18	41,836.96	43,301.25	44,816.79	46,385.38	48,008.87	49,689.18	51,428.30	53,228.29	55,091.28
111	41,432.73	42,882.88	44,383.78	45,937.21	47,545.01	49,209.09	50,931.41	52,714.00	54,559.00	56,468.56
112	42,468.54	43,954.94	45,493.36	47,085.63	48,733.63	50,439.30	52,204.68	54,031.84	55,922.96	57,880.26
113	43,530.27	45,053.83	46,630.72	48,262.79	49,951.99	51,700.31	53,509.82	55,382.66	57,321.06	59,327.29
114	44,618.52	46,180.16	47,786.47	49,469.35	51,200.77	52,992.80	54,847.55	56,767.21	58,754.07	60,810.46
115	45,733.98	47,334.67	48,991.38	50,706.08	52,480.79	54,317.62	56,218.74	58,186.39	60,222.92	62,330.72
116	46,877.33	48,518.04	50,216.17	51,973.74	53,792.82	55,675.57	57,624.21	59,641.06	61,728.50	63,889.00
117	48,049.26	49,730.98	51,471.57	53,273.07	55,137.63	57,067.45	59,064.81	61,132.08	63,271.70	65,486.21
118	49,250.49	50,974.26	52,758.36	54,604.90	56,516.08	58,494.14	60,541.43	62,660.38	64,853.50	67,123.37
119	50,481.77	52,248.63	54,077.33	55,970.04	57,928.99	59,956.50	62,054.98	64,226.90	66,474.85	68,801.47
120	51,743.81	53,554.85	55,429.27	57,369.29	59,377.22	61,455.42	63,606.36	65,832.58	68,136.72	70,521.51
121	53,037.39	54,893.70	56,814.98	58,803.50	60,861.62	62,991.78	65,196.49	67,478.37	69,840.11	72,284.52
122	54,363.34	56,266.05	58,235.37	60,273.60	62,383.18	64,566.59	66,826.42	69,165.35	71,586.13	74,091.65
123	55,722.42	57,672.70	59,691.25	61,780.44	63,942.76	66,180.76	68,497.08	70,894.48	73,375.79	75,943.94
124	57,115.48	59,114.53	61,183.53	63,324.96	65,541.33	67,835.28	70,209.51	72,666.85	75,210.19	77,842.54
125	58,543.36	60,592.38	62,713.11	64,908.07	67,179.86	69,531.15	71,964.74	74,483.51	77,090.43	79,788.60
126	60,006.95	62,107.19	64,280.95	66,530.78	68,859.36	71,269.43	73,763.86	76,345.60	79,017.69	81,783.31
127	61,507.12	63,659.87	65,887.97	68,194.04	70,580.84	73,051.17	75,607.96	78,254.23	80,993.13	83,827.89
128	63,044.79	65,251.36	67,535.15	69,898.88	72,345.34	74,877.43	77,498.14	80,210.58	83,017.95	85,923.57
129	64,620.94	66,882.67	69,223.56	71,646.39	74,154.01	76,749.40	79,435.63	82,215.88	85,093.43	88,071.70
130	66,236.44	68,554.72	70,954.14	73,437.53	76,007.84	78,668.12	81,421.50	84,271.26	87,220.75	90,273.48
131	67,892.35	70,268.59	72,727.99	75,273.47	77,908.04	80,634.82	83,457.04	86,378.03	89,401.26	92,530.31
132	69,589.67	72,025.31	74,546.19	77,155.31	79,855.75	82,650.70	85,543.47	88,537.49	91,636.30	94,843.58
133	71,329.40	73,825.93	76,409.84	79,084.18	81,852.13	84,716.95	87,682.04	90,750.91	93,927.20	97,214.65
134	73,112.64	75,671.58	78,320.08	81,061.29	83,898.43	86,834.88	89,874.10	93,019.69	96,275.38	99,645.02
135	74,940.45	77,563.37	80,278.09	83,087.82	85,995.89	89,005.75	92,120.95	95,345.18	98,682.27	102,136.14
136	76,813.97	79,502.46	82,285.05	85,165.03	88,145.80	91,230.90	94,423.99	97,728.83	101,149.33	104,689.56
137	78,734.31	81,490.01	84,342.16	87,294.14	90,349.43	93,511.67	96,784.57	100,172.03	103,678.05	107,306.79
138	80,702.69	83,527.29	86,450.74	89,476.52	92,608.20	95,849.48	99,204.21	102,676.36	106,270.03	109,989.49
139	82,720.26	85,615.47	88,612.01	91,713.43	94,923.40	98,245.72	101,684.32	105,243.27	108,926.78	112,739.22
140	84,788.28	87,755.87	90,827.32	94,006.28	97,296.50	100,701.88	104,226.44	107,874.37	111,649.97	115,557.72
141	86,907.96	89,949.74	93,097.98	96,356.41	99,728.88	103,219.39	106,832.07	110,571.19	114,441.18	118,446.63
142	89,080.67	92,198.50	95,425.44	98,765.33	102,222.12	105,799.90	109,502.89	113,335.49	117,302.24	121,407.81
143	91,307.69	94,503.46	97,811.08	101,234.46	104,777.67	108,444.89	112,240.46	116,168.88	120,234.79	124,443.00
144	93,590.38	96,866.04	100,256.36	103,765.33	107,397.11	111,156.01	115,046.47	119,073.10	123,240.66	127,554.08
145	95,930.13	99,287.68	102,762.75	106,359.45	110,082.03	113,934.90	117,922.62	122,049.91	126,321.66	130,742.92
146	98,328.40	101,769.89	105,331.84	109,018.45	112,834.10	116,783.29	120,870.70	125,101.18	129,479.72	134,011.51
147	100,786.61	104,314.14	107,965.14	111,743.91	115,654.95	119,702.88	123,892.48	128,228.71	132,716.72	137,361.80



148	103,306.25	106,921.97	110,664.23	114,537.48	118,546.29	122,695.42	126,989.75	131,434.40	136,034.60	140,795.81
149	105,888.92	109,595.03	113,430.86	117,400.94	121,509.97	125,762.82	130,164.52	134,720.27	139,435.48	144,315.73
150	108,536.13	112,334.90	116,266.62	120,335.95	124,547.71	128,906.88	133,418.62	138,088.27	142,921.36	147,923.61
151	111,249.55	115,143.28	119,173.30	123,344.36	127,661.42	132,129.57	136,754.10	141,540.50	146,494.41	151,621.72
152	114,030.79	118,021.87	122,152.63	126,427.98	130,852.95	135,432.81	140,172.96	145,079.0	150,156.77	155,412.26
153	116,881.56	120,972.41	125,206.45	129,588.67	134,124.27	138,818.62	143,677.28	148,705.98	153,910.69	159,297.56
154	119,803.60	123,996.72	128,336.61	132,828.39	137,477.38	142,289.09	147,269.21	152,423.63	157,758.46	163,280.00
155	122,798.68	127,096.63	131,545.01	136,149.09	140,914.31	145,846.31	150,950.93	156,234.21	161,702.41	167,361.99
156	125,868.66	130,274.07	134,833.66	139,552.84	144,437.19	149,492.49	154,724.72	160,140.09	165,744.99	171,546.07
157	129,015.37	133,530.90	138,204.49	143,041.64	148,048.10	153,229.78	158,592.83	164,143.57	169,888.60	175,834.70
158	132,240.75	136,869.17	141,659.59	146,617.68	151,749.30	157,060.52	162,557.64	168,247.16	174,135.81	180,230.56
159	135,546.78	140,290.91	145,201.10	150,283.13	155,543.04	160,987.05	166,621.60	172,453.35	178,489.22	184,736.34
160	138,935.45	143,798.19	148,831.13	154,040.22	159,431.62	165,011.73	170,787.14	176,764.69	182,951.46	189,354.76
161	142,408.83	147,393.14	152,551.90	157,891.22	163,417.41	169,137.02	175,056.82	181,183.81	187,525.24	194,088.62
162	145,969.05	151,077.97	156,365.70	161,838.49	167,502.84	173,365.44	179,433.23	185,713.40	192,213.36	198,940.83
163	149,618.27	154,854.91	160,274.84	165,884.46	171,690.4	177,699.58	183,919.06	190,356.23	197,018.70	203,914.35
164	153,358.73	158,726.28	164,281.70	170,031.56	175,982.66	182,142.06	188,517.03	195,115.13	201,944.16	209,012.20
165	157,192.71	162,694.45	168,388.76	174,282.36	180,382.25	186,695.63	193,229.97	199,993.02	206,992.78	214,237.52

\* Note: This does not reflect possible PERS increase contribution



AFSCME pay schedule Fiscal Year 2024-2025

	1	2	3	4	5	6	7	8	9	10
110	41,230.62	42,673.70	44,167.27	45,713.13	47,313.09	48,969.05	50,682.96	52,456.87	54,292.86	56,193.11
111	42,261.39	43,740.53	45,271.45	46,855.95	48,495.91	50,193.27	51,950.03	53,768.29	55,650.17	57,597.93
112	43,317.91	44,834.04	46,403.23	48,027.34	49,708.30	51,448.09	53,248.77	55,112.48	57,041.42	59,037.87
113	44,400.88	45,954.91	47,563.33	49,228.05	50,951.03	52,734.31	54,580.02	56,490.32	58,467.48	60,513.84
114	45,510.89	47,103.77	48,752.40	50,458.73	52,224.79	54,052.66	55,944.50	57,902.56	59,929.15	62,026.67
115	46,648.66	48,281.36	49,971.21	51,720.20	53,530.41	55,403.97	57,343.11	59,350.12	61,427.37	63,577.33
116	47,814.88	49,488.40	51,220.50	53,013.21	54,868.68	56,789.08	58,776.70	60,833.88	62,963.07	65,166.78
117	49,010.25	50,725.60	52,501.00	54,338.54	56,240.38	58,208.80	60,246.11	62,354.72	64,537.13	66,795.93
118	50,235.50	51,993.75	53,813.53	55,697.00	57,646.40	59,664.02	61,752.26	63,913.59	66,150.57	68,465.84
119	51,491.40	53,293.60	55,158.88	57,089.44	59,087.57	61,155.63	63,296.08	65,511.44	67,804.34	70,177.49
120	52,778.69	54,625.94	56,537.85	58,516.68	60,564.76	62,684.53	64,878.49	67,149.23	69,499.46	71,931.94
121	54,098.14	55,991.57	57,951.28	59,979.57	62,078.86	64,251.62	66,500.42	68,827.94	71,236.92	73,730.21
122	55,450.60	57,391.38	59,400.07	61,479.08	63,630.84	65,857.92	68,162.95	70,548.65	73,017.86	75,573.48
123	56,836.87	58,826.16	60,885.07	63,016.05	65,221.61	67,504.37	69,867.02	72,312.37	74,843.30	77,462.82
124	58,257.79	60,296.82	62,407.20	64,591.46	66,852.16	69,191.98	71,613.70	74,120.18	76,714.39	79,399.39
125	59,714.23	61,804.23	63,967.38	66,206.24	68,523.45	70,921.77	73,404.04	75,973.18	78,632.24	81,384.37
126	61,207.09	63,349.34	65,566.56	67,861.39	70,236.54	72,694.82	75,239.14	77,872.51	80,598.05	83,418.98
127	62,737.26	64,933.07	67,205.73	69,557.93	71,992.45	74,512.19	77,120.12	79,819.32	82,613.00	85,504.45
128	64,305.68	66,556.38	68,885.86	71,296.86	73,792.25	76,374.98	79,048.10	81,814.79	84,678.31	87,642.05
129	65,913.35	68,220.32	70,608.03	73,079.31	75,637.09	78,284.39	81,024.34	83,860.19	86,795.30	89,833.14
130	67,561.17	69,925.81	72,373.22	74,906.28	77,528.00	80,241.48	83,049.93	85,956.68	88,965.16	92,078.94
131	69,250.20	71,673.96	74,182.55	76,768.42	79,466.20	82,247.51	85,126.18	88,105.59	91,189.29	94,380.91
132	70,981.46	73,465.81	76,037.12	78,698.42	81,452.86	84,303.71	87,254.34	90,308.24	93,469.03	96,740.45
133	72,755.99	75,302.45	77,938.03	80,665.86	83,489.17	86,411.29	89,435.68	92,565.93	95,805.74	99,158.94
134	74,574.89	77,185.01	79,886.49	82,682.51	85,576.40	88,571.57	91,671.58	94,880.08	98,200.89	101,637.92
135	76,439.26	79,114.64	81,883.65	84,749.58	87,715.81	90,785.86	93,963.37	97,252.09	100,655.91	104,178.87
136	78,350.25	81,092.51	83,930.75	86,868.33	89,908.72	93,055.52	96,312.47	99,683.40	103,172.32	106,783.35
137	80,309.00	83,119.81	86,029.01	89,040.02	92,156.42	95,381.90	98,720.26	102,175.47	105,751.62	109,452.92
138	82,316.75	85,197.83	88,179.76	91,266.05	94,460.36	97,766.47	101,188.30	104,729.89	108,395.44	112,189.28
139	84,374.66	87,327.78	90,384.25	93,547.70	96,821.87	100,210.63	103,718.01	107,348.14	111,105.32	114,994.01
140	86,484.04	89,510.98	92,643.87	95,886.40	99,242.43	102,715.91	106,310.97	110,031.85	113,882.97	117,868.87
141	88,646.12	91,748.73	94,959.94	98,283.53	101,723.46	105,283.78	108,968.71	112,782.62	116,730.01	120,815.56
142	90,862.29	94,042.47	97,333.95	100,740.64	104,266.56	107,915.89	111,692.95	115,602.20	119,648.28	123,835.97
143	93,133.84	96,393.52	99,767.30	103,259.15	106,873.22	110,613.79	114,485.27	118,492.25	122,639.48	126,931.86
144	95,462.19	98,803.36	102,261.48	105,840.63	109,545.06	113,379.13	117,347.40	121,454.56	125,705.47	130,105.16
145	97,848.73	101,273.44	104,818.01	108,486.64	112,283.67	116,213.60	120,281.07	124,490.91	128,848.09	133,357.78
146	100,294.96	103,805.29	107,438.47	111,198.82	115,090.78	119,118.95	123,288.12	127,603.20	132,069.31	136,691.74
147	102,802.34	106,400.42	110,124.44	113,978.79	117,968.05	122,096.93	126,370.33	130,793.29	135,371.05	140,109.04

148	105,372.37	109,060.41	112,877.52	116,828.23	120,917.22	125,149.32	129,529.55	134,063.08	138,755.29	143,611.73
149	108,006.70	111,786.53	115,699.47	119,748.95	123,940.17	128,278.07	132,767.81	137,414.68	142,224.19	147,202.04
150	110,706.85	114,581.59	118,591.95	122,742.67	127,038.66	131,485.01	136,086.99	140,850.04	145,779.79	150,882.08
151	113,474.54	117,446.15	121,556.76	125,811.25	130,214.65	134,772.16	139,489.18	144,371.31	149,424.30	154,654.15
152	116,311.41	120,382.31	124,595.69	128,956.53	133,470.01	138,141.46	142,976.42	147,980.59	153,159.91	158,520.51
153	119,219.19	123,391.86	127,710.57	132,180.44	136,806.76	141,595.00	146,550.82	151,680.10	156,988.90	162,483.52
154	122,199.67	126,476.66	130,903.34	135,484.96	140,226.93	145,134.87	150,214.59	155,472.10	160,913.63	166,545.60
155	125,254.65	129,638.56	134,175.91	138,872.07	143,732.59	148,763.23	153,969.95	159,358.89	164,936.46	170,709.23
156	128,386.04	132,879.55	137,530.33	142,343.89	147,325.93	152,482.34	157,819.22	163,342.89	169,059.89	174,976.99
157	131,595.67	136,201.52	140,968.57	145,902.48	151,009.06	156,294.38	161,764.68	167,426.45	173,286.37	179,351.39
158	134,885.56	139,606.56	144,492.79	149,550.03	154,784.28	160,201.73	165,808.79	171,612.10	177,618.53	183,835.17
159	138,257.71	143,096.73	148,105.12	153,288.80	158,653.90	164,206.79	169,954.03	175,902.42	182,059.00	188,431.07
160	141,714.16	146,674.15	151,807.75	157,121.02	162,620.26	168,311.97	174,202.88	180,299.99	186,610.48	193,141.85
161	145,257.01	150,341.01	155,602.94	161,049.04	166,685.76	172,519.76	178,557.95	184,807.48	191,275.74	197,970.39
162	148,888.43	154,099.53	159,493.01	165,075.26	170,852.90	176,832.75	183,021.90	189,427.66	196,057.63	202,919.65
163	152,610.64	157,952.01	163,480.33	169,202.14	175,124.22	181,253.57	187,597.44	194,163.35	200,959.07	207,992.64
164	156,425.90	161,900.81	167,567.33	173,432.19	179,502.32	185,784.90	192,287.37	199,017.43	205,983.04	213,192.45
165	160,336.56	165,948.34	171,756.53	177,768.01	183,989.89	190,429.54	197,094.57	203,992.88	211,132.63	218,522.27

\* Note: This does not reflect possible PERS increase contribution

**AFSCME draft CBA Annual Cost Breakdown**  
**Period: July 2023-June 2025**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	<u>3%</u>	<u>2%</u>	<u>2%</u>
<i>Annual Wages</i>	2,869,808	2,927,204	2,985,748
Estimate additional cost per year	83,587	57,396	58,544
Estimate cost of Standby			
Standby (15,155 Hrs) \$3->\$4.25	18,944	18,944	18,944
Holiday Standby (525 Hrs) \$4->\$6	1,050	1,050	1,050
	<b>103,580</b>	<b>77,390</b>	<b>78,538</b>
AdditionPayroll Benefit Cost			
PERS	30,815	23,023	23,365
Medicare	1,502	1,122	1,139
Estimated Additional Health Ins.	18,053	145	-
<b>Estimated Annual Cost</b>	<b>153,950</b>	<b>101,681</b>	<b>103,042</b>
<b>Total 3 year estimated cost</b>			<b>358,673</b>

**\* Note:**

Theses estimates do not include:

- \* regular merits increases
- \* PERS or MediCare rate adjustments
- \* annual insurance rate adjustments



AGREEMENT  
BETWEEN  
STOREY COUNTY, NEVADA  
AND  
COMSTOCK CHAPTER, AFSCME LOCAL 4041  
JULY 1, 2022 – JUNE 30, 2025

## PREAMBLE

This Agreement is made and entered into this 1st day of July, 2019, 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.

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## **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 an employee 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.
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.
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 eligible to join the union upon hire, they will remain employed "at-will" and are excluded from the coverage of this agreement for the duration of their new hire probationary period. 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 regular 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.
  - 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. "Working Week" shall have the same meaning.
  - 15. "Work Day" means a period of 24 consecutive hours which begins when the employee begins work. "Working Day" shall have the same meaning.

#### **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. Within 5 business days, the Employer will provide the union available documents applicable to its request or a written statement explaining why the records are unavailable or when they will be available and provided to the union.

## **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 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 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.
3. Monthly Dues for the AFSCME Local 4041 are as follows:
  - a. Probationary employees dues shall be .5% of base pay each pay period.
  - b. Regular full-time employees shall be 1% of base pay for each pay period.

#### **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 adoption of this Agreement.

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 for Employees are paid on a bi-weekly basis. The standard established workweek for Employees begins at 12:01 a.m. 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 office 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. Supervisors shall not alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes that the employee has completed his/her timesheet in error, the supervisor shall discuss the matter with the employee and may make explanatory notations on the timesheet.

## 3. Incentive Pay

Incentive pay is provided for specified extra duties performed by employees. Incentive pay is subject to approval of the department head and the HR Director, and it may be denied or revoked anytime, with documentation, when the department head finds that the employee is not fulfilling the duties and functions applicable to the incentive pay roles.

- a. **Bilingual Pay.** Upon recommendation of the department head and approval by the HR 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 HR 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 HR 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.** A union employee who is assigned as the Terminal Agency Coordinator (TAC) will receive 2.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the TAC. No more than one employee in any department may receive TAC differential at any given time. In the event the TAC position is not assigned to a union eligible employee, and ATAC (Assistant Terminal Agency Coordinator) positions are assigned, up to two (2) union eligible employees will receive 1.5 percent differential pay added to his/her base pay for the entire duration that the employee is assigned as the ATAC.
- c. **Field Training Officer (FTO) Pay.** An employees in the Communications Series, and no other employees, who is designated by his/her supervisor to perform the duties of a field training officer (FTO) shall receive an additional 5 percent base pay 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.
- d. **Commercial Driver License (CDL) Public Works.** Public Works employees in the buildings and grounds and water and sewer classifications who possess and maintain a Commercial Driver License, and who regularly upon call-to-duty drive commercial vehicles for the Public Works Department (including snow plows and other CDL-related equipment) shall receive additional 5 percent base pay for all regular hours worked in the workweek.

- e. **Commercial Driver License (CDL) VCTC.** Virginia City Tourism Commission (VCTC) employees who possess and maintain a Commercial Driver License "B" Endorsement (passenger vehicles), and who regularly upon call-to-duty drive commercial passenger vehicles for the VCTC shall receive additional 5 percent base pay for all regular hours worked in the workweek.
- f. **Water and Sewer Treatment Certification.** Public Works employees in the buildings and grounds and service classifications who possess and maintain a Treatment I certification, and in the roads classification who possess and maintain a Treatment II certification for water/sewer treatment, and who regularly respond to duty including after regular hours (e.g., engage in on-call weekend rotation water and sewer plant duties) shall receive additional 5 percent base pay for all regular hours worked in the workweek.

## **ARTICLE 18. ACTING PAY**

Employees may be required to temporarily assume the majority of the duties of a higher level class. This is a short-term remedy when temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position, such as during extended absence, or when there is a vacant position in a higher class requiring the temporary assignment of duties prior to filling the position. The employee will be provided acting pay when the duration of the assignment is 3 consecutive work days or longer, whether the consecutive days worked is regularly scheduled, not regularly scheduled, or includes overtime worked.

The amount of acting pay is 5 percent of the acting employee's base rate of pay, and the acting pay applies to the entire duration of the assignment including the initial 3-day period above. Acting pay will be paid retroactively to the first day of the assignment, provided that the conditions listed in this article are met.

The employee may not be assigned to the higher level class duties for more than 6 consecutive months unless specifically approved by the Personnel Director and/or Administrative Officer, who may extend the assignment for not more than an additional 6 months.

The foregoing is subject to approval of the Personnel Director with concurrence by the County Manager.

## **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 in-writing to improve the employee's performance. If within 6 months the employee has corrected the deficiency as evidenced by a formal employee evaluation form, the merit salary increase will be granted and paid from that date. The employee's anniversary date will not change. At the employee's request, at least 2 meetings involving the employee, department head, personnel director, and a representative of the employee's choosing will be held prior to the expiration of the 6-month period. The intervals will be as agreed in-writing by the employee and the personnel director.
  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.
  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**

Each union eligible employee shall receive a Cost-of-Living Adjustment (COLA) increase equal to:

- 3% for the first year of this contract, 2022-23;
- 2% for the second year of this contract, 2023-24; and
- 2% for the third year of this contract, 2024-25.

These increases will be effective on the first day of the first full pay period in July.

If there is a PERS increase during the term of this contract said increase will be shared equally between union eligible employees in accordance with NRS 286.421 (3) (a) (1). The union eligible employee's portion will be covered by reducing agreed upon COLA increase by 50% of the PERS increase.

## **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**

Employees who work swing shift and/or graveyard shift earn shift differential pay as set forth in this section.

1. Swing shift begins at 6:00 p.m. and ends at 11:59 p.m.
2. Graveyard shift begins at 12:00 a.m. and ends at 5:59 a.m.
3. Shift differential pay is calculated from the employee's base rate of pay.
4. Overtime worked within the shift differential period counts as time worked for determining eligibility for shift differential pay.
5. Non-Communications series employees receive shift differential pay for all regularly



scheduled hours worked when 50 percent or more of those hours fall on swing shift or graveyard shift.

6. Communications series employees receive shift differential pay as follows:
  - a. Swing Shift – 3 percent shift differential pay for all hours worked on swing shift;
  - b. Graveyard Shift – 5 percent shift differential pay for all hours worked on the employee's entire shift, not just those on graveyard, when 50 percent or more of those hours fall on this shift;
  - c. Hours in the (a) and (b) categories above need not be regularly scheduled hours.

No shift differential pay is provided during times the employee is absent from work while taking sick or annual leave, holiday (not worked) leave, or other leave with pay or without 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.

## **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.

If an employee receives a duty related telephone call during non-duty hours from a supervisor, or at the request of a supervisor, at the start of the 6<sup>th</sup> minute, the employee shall receive a minimum of 15 minutes of paid work time. If the time worked extends beyond 15 minutes, the paid work time shall be rounded to the nearest 15-minute increment. This provision is intended to apply to a situation where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as requests to work overtime, or directives given to the employee to report to work, or other reporting instructions.

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 rate of time and one-half of the employee's 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.

#### **Compensatory Time for Scheduled Overtime:**

Regular scheduled overtime is not eligible to be converted to compensatory time ("comp-time"). An example of regular scheduled overtime is a regularly scheduled 84-hour work period (14 days) resulting in 4 hours of overtime for the work period (14 days). Overtime earned as shift coverage is eligible to be converted to compensatory time.

#### **Non-Communications Series Employees:**

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.

#### **Communications Series Employees:**

For the purposes of overtime to fill vacancies and/or prescheduled leave, an overtime list



will be posted in each department monthly. The list will include all eligible and qualified bargaining unit members who desire to work overtime during staffing absences and all shifts available for coverage. A rotation procedure will be incorporated into the list. The initial list will be established beginning with the eligible and qualified employee having the most full-time continuous service with the employer with other eligible and qualified employees listed in descending order based on seniority. The employer reserves the right to mandate an employee to work overtime when no other eligible and qualified employee is available on the rotation eligibility list. This does not include immediate need for shift coverage.

### **Compensatory Time**

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 120 hours of comp-time in a year, which will run from December 1, through November 30. Comp-time balance shall be paid-out at the rate it was earned as a check payment on the first full payroll period in December of each year. The employee must give at least 14 days of notice to the department head before taking comp-time off work. Time taken off from work is subject to approval of the department head.

### **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 any designated 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 281 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.

### **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 \$4.25 for every hour s/he is in standby status or \$6.00 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:

<b>Years of Service</b>	<b>Hours Earned</b>	<b>Maximum Hours/Year</b>
Less than 5 years	0.0577 / hr.	120
5 years but less than 10 years.	0.0769 / hr.	160
10 years and more.	0.0865 / hr.	180

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.
- g. No employee may accrue more than 240 hours of annual leave in a calendar year.

## **1. 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.
- c. Annual leave preferences will be granted in order of seniority. For purposes of this section, seniority is determined by Article 39 Seniority.

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.

- d. 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.
- e. 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.

## **2. 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 ( $\frac{1}{4}$ ) 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, dependent child, spouse, or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support, 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;
- 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.

<b>Years of service</b>	<b>Rate of Pay</b>
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	60 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 physician'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 receives donated hours is entitled to payment for the leave at a rate no greater than his/her own rate of pay.
  - h. 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. 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.

#### **10. Employee to Employee Donations:**

- a. 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.
- b. 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.

### **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**

Paid leave, not requiring use of accrued leave, will be provided to the employee during the time that s/he is:

- a. Voting in a national and/or state election;
- b. Required to appear in court or administrative proceedings for reason arising out of the employee's employment with the county;
- c. Required to serve jury duty. 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: require the person to use sick or annual leave; or require the person to work:
  - i. Within 8 hours before the time at which the person is to appear to jury duty; or
  - ii. If the employee'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.

The employee may use accrued annual leave, or the employee may take leave without pay, when s/he must take leave for the reasons shown in sections (a) and (b) below. Under these circumstances, the employee is not required to provide notice of intended leave per the subject articles, but the employee must provide notice of leave to the department head within 2 work days of knowing about the upcoming leave.

- a. Required to appear in court or legal administrative proceedings for personal reasons or any reason not arising out of the employee's employment with the county;



- b. A court case or legal proceedings in which the employee has a pecuniary interest, including, but not limited to, a civil case that s/he has against the county or agent thereof.

Also see Article 32 Military Leave for leave for selective services.

Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the county, including when the employee is personally sued in connection with this/her employment with the county, and which appearances occur outside his/her regularly scheduled shift shall be paid 1.5 his/her regular rate of pay for the time spent at such appearances. This provision does not apply to any case in which the employee has a pecuniary interest such as when the employee may be a beneficiary to any ruling or settlement arising out of court action or settlement with the county.

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 work days of receipt, to be deposited by the applicable fund of the county.

The department head may not deny leave taken for the reasons in this Article.

## **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 paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994.

Employees may choose to use accrued annual leave 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. This includes, for example, merit step and seniority. The Employer shall 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 rates are based on seniority. Employees do not accrue Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

This Article recognizes that the USERRA and NRS 281.145 governing paid military leave provide hours to the Employee equivalent to 15 working days of paid military leave in a 12-month period beginning January 1 and ending December 31 of each year (i.e., the calendar year). This Article recognizes that 15 days means 15 regularly scheduled shifts regardless of the number of hours in a regular shift. The Employer recognizes that the applicable regulations intend to provide "hours" equivalent to 15 "workdays" and, therefore, fractions of days taken are deducted in hour increments. An employee whose work schedule includes Saturday or Sunday is entitled to the number of hours equivalent to twenty-four (24) working days in a twelve-month period.

For example, Employees working regular 12-hour shifts are entitled to an equivalent of 15 working days of paid military leave, and this equates to 180 hours of leave within a 12-month period. Employees working regular 8-hour shifts are also entitled to an equivalent of 15 working days of paid military leave, and this equates to 120 hours of leave in the same period. Military leave is granted and calculated in days or one-quarter fractions thereof. Partial day calculations will be calculated to the closest one-quarter of a day using the employee's current regularly scheduled hours.



The employee must provide the department head call-to-duty orders documentation within one week of receipt of the order, unless the order calls the employee to duty in less than that time.

Bargaining unit members may donate accrued annual leave to any military member who is at the time on active duty and who has exhausted his/her allotted military time under the USERRA and NRS 281.145.

### **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)

Juneteenth (June 19)

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 appointed by the President of the United States as a recognized federal 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.
- c. For departments that work 24/7 schedules (Communications, VCTC, Pipers) all holidays will be observed on the actual 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 the actual holiday, regardless of the day of the week the holiday is observed.
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.
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. RESERVED**

This article intentionally left blank.

#### **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. Full-time employee premiums. 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.
- 3. Regular part-time employee premiums. 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.

4. Employer agrees to pay \$30,000 in Life and Accidental Death and Dismemberment (AD&D) for regular full-time employee for the term of this agreement.
5. Dependent and spouse premiums.

**Fiscal Year 2022-2023 (first of the month after signing of contract)**

For regular full-time employees hired before July 1, 2014, the employer agrees to pay 85 percent of the monthly premiums for health insurance for the employee's dependents (up to age 26) and 85 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage.

For employees hired on, or after, July 1, 2014 the employer will pay 60 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 60 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage.

**Beginning July 1, 2023**

For regular full-time employees the employer agrees to pay 70 percent of the monthly premiums for health insurance for the employee's dependents (up to age 26) and 70 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A or B coverage.

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.

Sick Leave HSA/Premium Contribution – Employees may utilize up to 40 hours of his/her accrued sick leave to be utilized as an HSA contribution or toward their monthly insurance premium provided that the employee has 240 hours of sick leave in their bank at the time of contribution. This election takes place twice annually in the second full pay period in June and December. Signed requests must be submitted with the employee's timecard. Total annual contributions cannot exceed the limits outlined in law.

6. In the event that the bargaining unit of 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 will negotiate this Article. The Storey County Fire Protection District is a separate local government, is not recognized by Storey County for this reason, and therefore is not subject to this article.
7. As allowed by law and without federal penalties to the employer, an 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 will be considered taxable income. Employee opt-out may only be done once per year during the open-enrollment period. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act.

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.
  - a. 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 related to the employee's current position or department with the employer.
- b. Only a regular full-time employee after his/her probation period is eligible for reimbursement under this article. 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 for that course.
- 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 receiving 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 & EQUIPMENT ALLOWANCE**

1. **Uniform Reimbursement.** The Employer shall reimburse Employees the cost of required uniform clothing when purchased with prior approval from the department head. 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. **Specialized PPE.** The Employer will furnish such specialized personal protective equipment (PPE) (e.g., safety glasses and goggles, shoes/boots for special purposes, rubber boots and gloves, HAZMAT suits and equipment, and all other equipment necessary to protect Employees from industrial injury and health hazards). Regular reinforced toe and similar shoes/boots are covered in section (4) below. The Employer will replace all PPE 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. **Clothing.** The Employer shall provide all Regular Full-Time Employees in classified positions in Public Works roads, buildings and grounds, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) annually.
4. **Footwear.** Where steel-toed/reinforced toed or safety footwear is required for County duty, including requirements by OSHA or MSHA, the Employer will provide a footwear reimbursement to the Employee of up to \$187.50 every year based upon receipts or other documentation. The period will be calculated from the date of the Employee last received a footwear reimbursement of the full \$187.50 or received that amount cumulatively; provided that the Employee will receive up to the full reimbursement at any time his/her steel-toed/reinforced-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. **Eyewear.** 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.

6. **Tools.** The employer shall reimburse a regular full-time employee in the Service classification (equipment mechanics) up to \$600 annually for the cost of purchasing necessary tools for the position provided that the employee receives written pre-approval from the department head for the specific tool to be purchased and the specific tool is not an item already provided for by the department.
7. **Payment Method.** The employee receiving reimbursement for purchase must provide the department head a receipt or other valid documentation of the purchase and the receipt must show that the purchase occurred during the term of this agreement. An allowance does not require a receipt or other documentation.
  - a. Allowances will be paid in 2 equal lump sums, one on the first pay period in June of each year and the second on the first pay period of December of each year. Required receipts must be provided to the department head for submittal to the Comptroller's office within 5 business days of these deadlines.
  - b. Reimbursements will be paid as incurred according to stipulations within the specific item above. Requests should be attached to the following timecard with official proof of department head approval and a valid receipt to be processed in a timely manner on the subsequent payday.

## **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. Less than 90

calendar days shall not be considered a break in continuous full-time service for seniority purposes only, but shall not count toward full-time 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.

**Grievance Board:** The "Grievance Board" shall be composed of 2 grievance board members appointed by the employer and 2 grievance board members appointed by the union. The grievance board members serving on the grievance board must not have an evident conflict of interest such as being a party to or otherwise directly involved in the matter of the grievance, and they must be employees of Storey County.

- d. **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 may 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 work 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 work days to provide a decision to the employee. If the supervisor is the subject of the grievance, the employee will discuss the matter with the department head. If the department head is or is also the subject of the grievance, the employee may proceed directly to the grievance screening committee.

## **5. Grievance Screening Committee**

The Grievance Screening Committee shall convene within 10 work days from the date the supervisor must provide a decision to the employee pursuant to Section 45(4) if the employee requests a formal grievance. The screening committee shall determine the validity of the grievance and decide whether or not to proceed to a formal level grievance.

If the grievance screening committee determines that there is no valid cause to proceed to a formal level grievance, the issue is no longer considered a grievance per this agreement and the matter shall not proceed to formal grievance levels.

## **6. Formal Levels**

Formal level grievances must include valid evidence that the Grievance Screening Committee authorized the grievance to advance to the formal levels.

- a. **Level I:** If a grievant is not satisfied with the resolution proposed at the informal resolution level, the employee must within 10 work days of the grievance screening committee's authorization to proceed to grievance file a formal written grievance with the department head. If the grievance involves the department head, the grievance will advance to Level II.

The grievance must describe the matter leading to the grievance; the supervisor's decision of the informal resolution; the specific section(s) of this agreement or county rules, regulations, and/or policies allegedly violated; and the remedy requested.

The department head may have a meeting with the grievant, and within 10 working days of receiving the grievance the department head will provide a written decision to the grievant.

If the department head fails to provide a written response to the employee within 10 work days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the department head fails to provide a written response to the employee within 10 work days of receiving the monetary-related grievance, the grievance shall advance to Level II.

- b. **Level II:** If the grievant is not satisfied with the decision rendered at Level I, or the grievance includes a request of monetary-related correction, the grievant may, within 10 work days that the employer is required to provide a decision, file a Level II grievance which is a written appeal to the Personnel Director.

Within 10 work days of receipt of the written Level II request, 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 work 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 work days of that decision request to the Personnel Director that the grievance is advanced to Level III, that being mediation. Within 10 working days of the Personnel Director receiving the grievant's request that the matter is advanced to Level III, 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.

The grievance shall advance to Level IV if the parties cannot reach a resolution during Level III mediation or if the parties mutually agree to skip Level III mediation.

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 that the Grievance Board is deadlocked, the parties do not reach a mediated agreement at Level III, or the parties mutually agreed to skip Level III, the grievance may escalate to Level IV and 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 work days from the last determination at Level II or Level III as applicable.

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 work 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 work 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.

## **7. 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.

#### **8. 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.

#### **9. 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.

#### **10. General Provisions**

- a. Unless stated otherwise in this agreement, 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, personal service evidenced by a notarized affidavit of service, or by other valid documentation showing receipt by the addressee.
- e. The Personnel Director or County Manager may disagree with the supervisor or department head's decision at any time during the grievance process and reverse the decision of the supervisor and/or department head. In such a decision adversely impacting the grievant, the grievance shall be allowed to proceed to the next level. The Personnel Director or County Manager may also respond in-lieu of the department head for or against the department head's decision at any appropriate place.

#### **11. 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**

This article applies when the State of Nevada or County Commission causes an emergency closure of Storey County or a portion thereof due to health, welfare, safety, or disaster.

Employees who are unable to report to work because of emergency closure will during such absence be paid their regular rate of pay for each day or portion thereof for up to 5 work days. Such employees during this time who are taking annual or sick leave (approved in-writing before the emergency closure) will be credited this time back to the applicable accrued leave and by the next pay period. No employee may use or request credit to accrued leave unless there is valid written evidence that the leave was approved before the emergency closure.

Employees who are required to report to work during emergency closures will be paid their regular rate of pay each day or portion thereof, and they will also be provided time off at a later period at the rate of 1 hour for each hour worked during the emergency closure. Employees who are normally off during the emergency closure will be provided the same time off at a later period and the rate of 1 hour for each hour worked during the emergency closure. Employees described in this paragraph may maintain accrual of this leave until December 31 of that year. The request to use the accrued leave will conform to the same procedures in this agreement for annual leave except that if this accrued leave is not used the employee will be paid out the accrued leave at his/her base rate. Any overtime worked during an emergency closure will be compensated in accordance with Article 23 Overtime.

#### **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. DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE**

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, and payment for any reimbursable expenses due the employee shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

#### **ARTICLE 51**

This article intentionally left blank.

#### **ARTICLE 52**

This article intentionally left blank.

#### **ARTICLE 53**

This article intentionally left blank.

#### **ARTICLE 54. 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 55. 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 56. 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 57. DURATION OF AGREEMENT**

1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, 2022 through June 30, 2025.
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**

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Jay Carmona, Chairman  
Storey County Commission

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Clay Mitchell, Vice-Chairman  
Storey County Commission

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Lance Gilman, Commissioner  
Storey County Commission

#### **STOREY COUNTY EMPLOYEES' ASSOC. AFSCME-COMSTOCK CHAPTER**

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Rachel Ferris, President  
AFSCME Comstock Chapter

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David Duke, Chief Negotiator  
AFSCME Comstock Chapter

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APPROVED AS TO FORM:  
Anne Langer, District Attorney

Signed Commissioner Meeting

## Classification Plan for Non-Exempt AFSCME Comstock Chapter Employees

### *2022-2025 Bargained Agreement Official*

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	
Legal Assistant I	120	Non Ex	A	
Legal Assistant II	124	Non Ex	A	
Legal Assistant Senior	128	Non Ex	A	
Legal Assistant Lead 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	
Deputy Assessor	130*	Non Ex	B	
Tourism Assistant	110	Non Ex	A	
Special Event Coordinator	116	Non Ex	A	
Planning Assistant	119	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 I	122*	Non Ex	A	
Building Inspector II	126*	Non Ex	A	
Fire Inspector Trainee	113	Non Ex	A	One year only position
Fire Inspector I	122*	Non Ex	A	
Fire Inspector II	126*	Non Ex	A	
Senior Inspector III	130*	Non Ex	A	
Senior Inspector IV	134*	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 Mechanic I	116	Non Ex	A	
Auto & Equipment Mechanic II	122	Non Ex	A	
Auto & Equipment Specialist Senior	126	Non Ex	B	
Operations & Projects Coordinator	126	Non Ex	A	
Facilities Maintenance Worker I	110	Non Ex	A	CDL 5% Incentive
Facilities Maintenance Worker II	114	Non Ex	A	CDL 5% Incentive
Facilities Maintenance Worker Senior	118	Non Ex	A	CDL 5% Incentive
Facilities Maintenance Worker Lead Senior	124	Non Ex	B	CDL 5% Incentive
Maintenance Worker-Equipment Operator I	116*	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Equipment Operator II	119*	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Equipment Operator Senior	124*	Non Ex	A	CDL + Water Distribution I required
Maintenance Worker-Equipment Operator Lead S.	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:**

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.

**AFSCME pay schedule Fiscal Year 2022-2023**

	1	2	3	4	5	6	7	8	9	10
110	39,629.59	41,016.62	42,452.21	43,938.03	45,475.86	47,067.52	48,714.88	50,419.90	52,184.60	54,011.06
111	40,620.32	42,042.04	43,513.51	45,036.48	46,612.76	48,244.20	49,932.75	51,680.40	53,489.21	55,361.33
112	41,635.82	43,093.08	44,601.34	46,162.38	47,778.07	49,450.30	51,181.06	52,972.40	54,826.43	56,745.35
113	42,676.74	44,170.42	45,716.39	47,316.46	48,972.54	50,686.58	52,460.61	54,296.73	56,197.11	58,164.01
114	43,743.64	45,274.67	46,859.28	48,499.36	50,196.84	51,953.73	53,772.11	55,654.13	57,602.02	59,618.10
115	44,837.23	46,406.54	48,030.77	49,711.84	51,451.76	53,252.57	55,116.41	57,045.48	59,042.07	61,108.55
116	45,958.17	47,566.71	49,231.54	50,954.65	52,738.06	54,583.89	56,494.33	58,471.63	60,518.14	62,636.27
117	47,107.12	48,755.87	50,462.32	52,228.50	54,056.50	55,948.48	57,906.68	59,933.41	62,031.08	64,202.17
118	48,284.80	49,974.77	51,723.88	53,534.22	55,407.92	57,347.19	59,354.35	61,431.75	63,581.86	65,807.22
119	49,491.93	51,224.14	53,016.99	54,872.58	56,793.13	58,780.88	60,838.22	62,967.55	65,171.42	67,452.42
120	50,729.23	52,504.75	54,342.42	56,244.40	58,212.96	60,250.41	62,359.18	64,541.75	66,800.71	69,138.73
121	51,997.44	53,817.35	55,700.96	57,650.49	59,668.26	61,756.65	63,918.13	66,155.27	68,470.70	70,867.17
122	53,297.39	55,162.80	57,093.50	59,091.77	61,159.98	63,300.58	65,516.10	67,809.16	70,182.48	72,638.87
123	54,629.82	56,541.87	58,520.83	60,569.06	62,688.98	64,883.09	67,154.00	69,504.39	71,937.05	74,454.84
124	55,995.57	57,955.42	59,983.86	62,083.29	64,256.21	66,505.17	68,832.86	71,242.01	73,735.48	76,316.22
125	57,395.45	59,404.30	61,483.45	63,635.37	65,862.60	68,167.80	70,553.67	73,023.05	75,578.85	78,224.11
126	58,830.34	60,889.41	63,020.53	65,226.25	67,509.17	69,871.99	72,317.51	74,848.63	77,468.33	80,179.72
127	60,301.10	62,411.64	64,596.04	66,856.91	69,196.90	71,618.79	74,125.45	76,719.84	79,405.03	82,184.21
128	61,808.62	63,971.92	66,210.93	68,528.32	70,926.81	73,409.25	75,978.57	78,637.82	81,390.14	84,238.80
129	63,353.86	65,571.24	67,866.24	70,241.56	72,700.01	75,244.51	77,878.07	80,603.80	83,424.93	86,344.81
130	64,937.69	67,210.51	69,562.88	71,997.58	74,517.49	77,125.61	79,825.00	82,618.88	85,510.54	88,503.41
131	66,561.13	68,890.77	71,301.95	73,797.52	76,380.43	79,053.74	81,820.62	84,684.35	87,648.30	90,715.99
132	68,225.17	70,613.05	73,084.50	75,642.46	78,289.95	81,030.09	83,866.15	86,801.46	89,839.51	92,983.90
133	69,930.78	72,378.36	74,911.60	77,533.51	80,247.18	83,055.83	85,962.79	88,971.49	92,085.49	95,308.48
134	71,679.06	74,187.82	76,784.40	79,471.85	82,253.36	85,132.23	88,111.86	91,195.78	94,387.63	97,691.19
135	73,471.03	76,042.52	78,704.01	81,458.65	84,309.70	87,260.54	90,314.66	93,475.67	96,747.32	100,133.48
136	75,307.82	77,943.59	80,671.62	83,495.12	86,417.45	89,442.06	92,572.54	95,812.57	99,166.01	102,636.82
137	77,190.50	79,892.17	82,688.40	85,582.49	88,577.88	91,678.10	94,886.84	98,207.88	101,645.15	105,202.73
138	79,120.29	81,889.50	84,755.63	87,722.08	90,792.35	93,970.08	97,259.03	100,663.10	104,186.31	107,832.83
139	81,098.29	83,936.73	86,874.52	89,915.13	93,062.16	96,319.33	99,690.51	103,179.68	106,790.97	110,528.65
140	83,125.76	86,035.16	89,046.39	92,163.02	95,388.72	98,727.33	102,182.79	105,759.18	109,460.76	113,291.88
141	85,203.88	88,186.02	91,272.53	94,467.07	97,773.41	101,195.48	104,737.32	108,403.13	112,197.24	116,124.14
142	87,333.99	90,390.68	93,554.36	96,828.76	100,217.77	103,725.39	107,355.78	111,113.23	115,002.19	119,027.27
143	89,517.34	92,650.45	95,893.21	99,249.47	102,723.21	106,318.52	110,039.67	113,891.05	117,877.24	122,002.95
144	91,755.28	94,966.71	98,290.54	101,730.71	105,291.29	108,976.48	112,790.66	116,738.33	120,824.18	125,053.02
145	94,049.14	97,340.86	100,747.80	104,273.97	107,923.56	111,700.88	115,610.41	119,656.78	123,844.76	128,179.33
146	96,400.39	99,774.40	103,266.51	106,880.83	110,621.66	114,493.42	118,500.69	122,648.21	126,940.90	131,383.83
147	98,810.40	102,268.76	105,848.17	109,552.86	113,387.21	117,355.76	121,463.21	125,714.42	130,114.43	134,668.43



148	101,280.63	104,825.46	108,494.35	112,291.65	116,221.86	120,289.62	124,499.76	128,857.25	133,367.25	138,035.11
149	103,812.66	107,446.11	111,206.72	115,098.96	119,127.42	123,296.88	127,612.27	132,078.70	136,701.45	141,486.01
150	106,407.97	110,132.25	113,986.88	117,976.42	122,105.60	126,379.28	130,802.57	135,380.65	140,118.98	145,023.14
151	109,088.19	112,885.57	116,836.57	120,925.85	125,158.25	129,538.79	134,072.65	138,765.13	143,621.97	148,648.74
152	111,794.85	115,707.71	119,757.48	123,949.00	128,287.21	132,777.26	137,424.47	142,234.32	147,212.52	152,364.96
153	114,589.76	118,600.40	122,751.42	127,047.72	131,494.39	136,096.63	140,860.07	145,790.18	150,892.83	156,174.08
154	117,454.51	121,565.41	125,820.20	130,223.91	134,781.75	139,499.11	144,381.58	149,434.93	154,665.15	160,078.44
155	120,390.86	124,604.54	128,965.70	133,479.50	138,151.28	142,986.58	147,991.11	153,170.79	158,531.77	164,080.38
156	123,400.65	127,719.67	132,189.86	136,816.51	141,605.08	146,561.26	151,690.91	157,000.09	162,495.05	168,182.42
157	126,485.65	130,912.65	135,494.59	140,236.90	145,145.20	150,225.28	155,483.16	160,925.07	166,557.45	172,386.96
158	129,647.79	134,185.46	138,881.95	143,742.82	148,773.82	153,980.91	159,370.24	164,948.20	170,721.38	176,696.63
159	132,889.00	137,540.11	142,354.02	147,336.41	152,493.18	157,830.44	163,354.51	169,071.91	174,989.43	181,114.06
160	136,211.23	140,978.62	145,912.87	151,019.82	156,305.51	161,776.2	167,438.37	173,298.72	179,364.17	185,641.92
161	139,616.50	144,503.08	149,560.69	154,795.31	160,213.15	165,820.61	171,624.33	177,631.18	183,848.27	190,282.96
162	143,106.91	148,115.65	153,299.70	158,665.19	164,218.47	169,966.12	175,914.93	182,071.96	188,444.47	195,040.03
163	146,684.58	151,818.54	157,132.19	162,631.82	168,323.93	174,215.27	180,312.80	186,623.75	193,155.58	199,916.03
164	150,351.69	155,614.00	161,060.49	166,697.61	172,532.02	178,570.65	184,820.62	191,289.34	197,984.47	204,913.92
165	154,110.50	159,504.36	165,087.02	170,865.06	176,845.34	183,034.93	189,441.15	196,071.59	202,934.09	210,036.79

AFSCME pay schedule Fiscal Year 2023-2024

	1	2	3	4	5	6	7	8	9	10
110	40,422.18	41,836.96	43,301.25	44,816.79	46,385.38	48,008.87	49,689.18	51,428.30	53,228.29	55,091.28
111	41,432.73	42,882.88	44,383.78	45,937.21	47,545.01	49,209.09	50,931.41	52,714.00	54,559.00	56,468.56
112	42,468.54	43,954.94	45,493.36	47,085.63	48,733.63	50,439.30	52,204.68	54,031.84	55,922.96	57,880.26
113	43,530.27	45,053.83	46,630.72	48,262.79	49,951.99	51,700.31	53,509.82	55,382.66	57,321.06	59,327.29
114	44,618.52	46,180.16	47,796.47	49,469.35	51,200.77	52,992.80	54,847.55	56,767.21	58,754.07	60,810.46
115	45,733.98	47,334.67	48,991.38	50,706.08	52,480.79	54,317.62	56,218.74	58,186.39	60,222.92	62,330.72
116	46,877.33	48,518.04	50,216.17	51,973.74	53,792.82	55,675.57	57,624.21	59,641.06	61,728.50	63,889.00
117	48,049.26	49,730.98	51,471.57	53,273.07	55,137.63	57,067.45	59,064.81	61,132.08	63,271.70	65,486.21
118	49,250.49	50,974.26	52,758.36	54,604.90	56,516.08	58,494.14	60,541.43	62,660.38	64,853.50	67,123.37
119	50,481.77	52,248.63	54,077.33	55,970.04	57,928.99	59,956.50	62,054.98	64,226.90	66,474.85	68,801.47
120	51,743.81	53,554.85	55,429.27	57,359.29	59,377.22	61,455.42	63,606.36	65,832.58	68,136.72	70,521.51
121	53,037.39	54,893.70	56,814.98	58,803.50	60,861.62	62,991.78	65,196.49	67,478.37	69,840.11	72,284.52
122	54,363.34	56,266.05	58,235.37	60,273.60	62,383.18	64,566.59	66,826.42	69,165.35	71,586.13	74,091.65
123	55,722.42	57,672.70	59,691.25	61,780.44	63,942.76	66,180.76	68,497.08	70,894.48	73,375.79	75,943.94
124	57,115.48	59,114.53	61,183.53	63,324.96	65,541.33	67,835.28	70,209.51	72,666.85	75,210.19	77,842.54
125	58,543.36	60,592.38	62,713.11	64,908.07	67,179.86	69,531.15	71,964.74	74,483.51	77,090.43	79,788.60
126	60,006.95	62,107.19	64,280.95	66,530.78	68,859.36	71,269.43	73,763.86	76,345.60	79,017.69	81,783.31
127	61,507.12	63,659.87	65,887.97	68,194.04	70,580.84	73,051.17	75,607.96	78,254.23	80,993.13	83,827.89
128	63,044.79	65,251.36	67,535.15	69,898.88	72,345.34	74,877.43	77,498.14	80,210.58	83,017.95	85,923.57
129	64,620.94	66,882.67	69,223.56	71,646.39	74,154.01	76,749.40	79,435.63	82,215.88	85,093.43	88,071.70
130	66,236.44	68,554.72	70,954.14	73,437.53	76,007.84	78,668.12	81,421.50	84,271.26	87,220.75	90,273.48
131	67,892.35	70,268.59	72,727.99	75,273.47	77,908.04	80,634.82	83,457.04	86,378.03	89,401.26	92,530.31
132	69,589.67	72,025.31	74,546.19	77,155.31	79,855.75	82,650.70	85,543.47	88,537.49	91,636.30	94,843.58
133	71,329.40	73,825.93	76,409.84	79,084.18	81,852.13	84,716.95	87,682.04	90,750.91	93,927.20	97,214.65
134	73,112.64	75,671.58	78,320.08	81,061.29	83,898.43	86,834.88	89,874.10	93,019.69	96,275.38	99,645.02
135	74,940.45	77,563.37	80,278.09	83,087.82	85,995.89	89,005.75	92,120.95	95,345.18	98,682.27	102,136.14
136	76,813.97	79,502.46	82,285.05	85,165.03	88,145.80	91,230.90	94,423.99	97,728.83	101,149.33	104,689.56
137	78,734.31	81,490.01	84,342.16	87,294.14	90,349.43	93,511.67	96,784.57	100,172.03	103,678.05	107,306.79
138	80,702.69	83,527.29	86,450.74	89,476.52	92,608.20	95,849.48	99,204.21	102,676.36	106,270.03	109,989.49
139	82,720.26	85,615.47	88,612.01	91,713.43	94,923.40	98,245.72	101,684.32	105,243.27	108,926.78	112,739.22
140	84,788.28	87,755.87	90,827.32	94,006.28	97,296.50	100,701.88	104,226.44	107,874.37	111,649.97	115,557.72
141	86,907.96	89,949.74	93,097.98	96,356.41	99,728.88	103,219.39	106,832.07	110,571.19	114,441.18	118,446.63
142	89,080.67	92,198.50	95,425.44	98,765.33	102,222.12	105,799.90	109,502.89	113,335.49	117,302.24	121,407.81
143	91,307.69	94,503.46	97,811.08	101,234.46	104,777.67	108,444.89	112,240.46	116,168.88	120,234.79	124,443.00
144	93,590.38	96,866.04	100,256.36	103,765.33	107,397.11	111,156.01	115,046.47	119,073.10	123,240.66	127,554.08
145	95,930.13	99,287.68	102,762.75	106,359.45	110,082.03	113,934.90	117,922.62	122,049.91	126,321.66	130,742.92
146	98,328.40	101,769.89	105,331.84	109,018.45	112,834.10	116,783.29	120,870.70	125,101.18	129,479.72	134,011.51
147	100,786.61	104,314.14	107,965.14	111,743.91	115,654.95	119,702.88	123,892.48	128,228.71	132,716.72	137,361.80



148	103,306.25	106,921.97	110,664.23	114,537.48	118,546.29	122,695.42	126,989.75	131,434.40	136,034.60	140,795.81
149	105,888.92	109,595.03	113,430.86	117,400.94	121,509.97	125,762.82	130,164.52	134,720.27	139,435.48	144,315.73
150	108,536.13	112,334.90	116,266.62	120,335.95	124,547.71	128,906.88	133,418.62	138,088.27	142,921.36	147,923.61
151	111,249.55	115,143.28	119,173.30	123,344.36	127,661.42	132,129.57	136,754.10	141,540.50	146,494.41	151,621.72
152	114,030.79	118,021.87	122,152.63	126,427.98	130,852.95	135,432.81	140,172.96	145,079.01	150,156.77	155,412.26
153	116,881.56	120,972.41	125,206.45	129,588.67	134,124.27	138,818.62	143,677.28	148,705.98	153,910.69	159,297.56
154	119,803.60	123,996.72	128,336.61	132,828.39	137,477.38	142,289.09	147,269.21	152,423.63	157,758.46	163,280.00
155	122,798.68	127,096.63	131,545.01	136,149.09	140,914.31	145,846.31	150,950.93	156,234.21	161,702.41	167,361.99
156	125,868.66	130,274.07	134,833.66	139,552.84	144,437.19	149,492.49	154,724.72	160,140.09	165,744.99	171,546.07
157	129,015.37	133,530.90	138,204.49	143,041.64	148,048.10	153,229.78	158,592.83	164,143.57	169,888.60	175,834.70
158	132,240.75	136,869.17	141,659.59	146,617.68	151,749.30	157,060.52	162,557.64	168,247.16	174,135.81	180,230.56
159	135,546.78	140,290.91	145,201.10	150,283.13	155,543.04	160,987.05	166,621.60	172,453.35	178,489.22	184,736.34
160	138,935.45	143,798.19	148,831.13	154,040.22	159,431.62	165,011.73	170,787.14	176,764.69	182,951.46	189,354.76
161	142,408.83	147,393.14	152,551.90	157,891.22	163,417.41	169,137.02	175,056.82	181,183.81	187,525.24	194,088.62
162	145,969.05	151,077.97	156,365.70	161,838.49	167,502.84	173,365.44	179,433.23	185,713.40	192,213.36	198,940.83
163	149,618.27	154,854.91	160,274.84	165,884.46	171,690.41	177,699.58	183,919.06	190,356.23	197,018.70	203,914.35
164	153,358.73	158,726.28	164,281.70	170,031.56	175,982.66	182,142.06	188,517.03	195,115.13	201,944.16	209,012.20
165	157,192.71	162,694.45	168,388.76	174,282.36	180,382.25	186,695.63	193,229.97	199,993.02	206,992.78	214,237.52

\* Note: This does not reflect possible PERS increase contribution



## AFSCME pay schedule Fiscal Year 2024-2025

	1	2	3	4	5	6	7	8	9	10
110	41,230.62	42,673.70	44,167.27	45,713.13	47,313.09	48,969.05	50,682.96	52,456.87	54,292.86	56,193.11
111	42,261.39	43,740.53	45,271.45	46,855.95	48,495.91	50,193.27	51,950.03	53,768.29	55,650.17	57,597.93
112	43,317.91	44,834.04	46,403.23	48,027.34	49,708.30	51,448.09	53,248.77	55,112.48	57,041.42	59,037.87
113	44,400.88	45,954.91	47,563.33	49,228.05	50,951.03	52,734.31	54,580.02	56,490.32	58,467.48	60,513.84
114	45,510.89	47,103.77	48,752.40	50,458.73	52,224.79	54,052.66	55,944.50	57,902.56	59,929.15	62,026.67
115	46,648.66	48,281.36	49,971.21	51,720.20	53,530.41	55,403.97	57,343.11	59,350.12	61,427.37	63,577.33
116	47,814.88	49,488.40	51,220.50	53,013.21	54,868.68	56,789.08	58,776.70	60,833.88	62,963.07	65,166.78
117	49,010.25	50,725.60	52,501.00	54,338.54	56,240.38	58,208.80	60,246.11	62,354.72	64,537.13	66,795.93
118	50,235.50	51,993.75	53,813.53	55,697.00	57,646.40	59,664.02	61,752.26	63,913.59	66,150.57	68,465.84
119	51,491.40	53,293.60	55,158.88	57,089.44	59,087.57	61,155.63	63,296.08	65,511.44	67,804.34	70,177.49
120	52,778.69	54,625.94	56,537.85	58,516.68	60,564.76	62,684.53	64,878.49	67,149.23	69,499.46	71,931.94
121	54,098.14	55,991.57	57,951.28	59,979.57	62,078.86	64,251.62	66,500.42	68,827.94	71,236.92	73,730.21
122	55,450.60	57,391.38	59,400.07	61,479.08	63,630.84	65,857.92	68,162.95	70,548.65	73,017.86	75,573.48
123	56,836.87	58,826.16	60,885.07	63,016.05	65,221.61	67,504.37	69,867.02	72,312.37	74,843.30	77,462.82
124	58,257.79	60,296.82	62,407.20	64,591.46	66,852.16	69,191.98	71,613.70	74,120.18	76,714.39	79,399.39
125	59,714.23	61,804.23	63,967.38	66,206.24	68,523.45	70,921.77	73,404.04	75,973.18	78,632.24	81,384.37
126	61,207.09	63,349.34	65,566.56	67,861.39	70,236.54	72,694.82	75,239.14	77,872.51	80,598.05	83,418.98
127	62,737.26	64,933.07	67,205.73	69,557.93	71,982.45	74,512.19	77,120.12	79,819.32	82,613.00	85,504.45
128	64,305.68	66,556.38	68,885.86	71,296.86	73,792.25	76,374.98	79,048.10	81,814.79	84,678.31	87,642.05
129	65,913.35	68,220.32	70,608.03	73,079.31	75,637.09	78,284.39	81,024.34	83,860.19	86,795.30	89,833.14
130	67,561.17	69,925.81	72,373.22	74,906.28	77,528.00	80,241.48	83,049.93	85,956.68	88,965.16	92,078.94
131	69,250.20	71,673.96	74,182.55	76,778.94	79,466.20	82,247.51	85,126.18	88,105.59	91,189.29	94,380.91
132	70,981.46	73,465.81	76,037.12	78,698.42	81,452.86	84,303.71	87,254.34	90,308.24	93,469.03	96,740.45
133	72,755.99	75,302.45	77,938.03	80,665.86	83,489.17	86,411.29	89,435.68	92,565.93	95,805.74	99,158.94
134	74,574.89	77,185.01	79,886.49	82,682.51	85,576.40	88,571.57	91,671.58	94,880.08	98,200.89	101,637.92
135	76,439.26	79,114.64	81,883.65	84,749.58	87,715.81	90,785.86	93,963.37	97,252.09	100,655.91	104,178.87
136	78,350.25	81,092.51	83,930.75	86,868.33	89,908.72	93,055.52	96,312.47	99,683.40	103,172.32	106,783.35
137	80,309.00	83,119.81	86,029.01	89,040.02	92,156.42	95,381.90	98,720.26	102,175.47	105,751.62	109,452.92
138	82,316.75	85,197.83	88,179.76	91,266.05	94,460.36	97,766.47	101,188.30	104,729.89	108,395.44	112,189.28
139	84,374.66	87,327.78	90,384.25	93,547.70	96,821.87	100,210.63	103,718.01	107,348.14	111,105.32	114,994.01
140	86,484.04	89,510.98	92,643.87	95,886.40	99,242.43	102,715.91	106,310.97	110,031.85	113,882.97	117,868.87
141	88,646.12	91,748.73	94,959.94	98,283.53	101,723.46	105,283.78	108,968.71	112,782.62	116,730.01	120,815.56
142	90,862.29	94,042.47	97,333.95	100,740.64	104,266.56	107,915.89	111,692.95	115,602.20	119,648.28	123,835.97
143	93,133.84	96,393.52	99,767.30	103,259.15	106,873.22	110,613.79	114,485.27	118,492.25	122,639.48	126,931.86
144	95,462.19	98,803.36	102,261.48	105,840.63	109,545.06	113,379.13	117,347.40	121,454.56	125,705.47	130,105.16
145	97,848.73	101,273.44	104,818.01	108,486.64	112,283.67	116,213.60	120,281.07	124,490.91	128,848.09	133,357.78
146	100,294.96	103,805.29	107,438.47	111,198.82	115,090.78	119,118.95	123,288.12	127,603.20	132,069.31	136,691.74
147	102,802.34	106,400.42	110,124.44	113,978.79	117,968.05	122,096.93	126,370.33	130,793.29	135,371.05	140,109.04

148	105,372.37	109,060.41	112,877.52	116,828.23	120,917.22	125,149.32	129,529.55	134,063.08	138,755.29	143,611.73
149	108,006.70	111,786.93	115,699.47	119,748.95	123,940.17	128,278.07	132,767.81	137,414.68	142,224.19	147,202.04
150	110,706.85	114,581.59	118,591.95	122,742.67	127,038.66	131,485.01	136,086.99	140,850.04	145,779.79	150,882.08
151	113,474.54	117,446.15	121,556.76	125,811.25	130,214.65	134,772.16	139,489.18	144,371.31	149,424.30	154,654.15
152	116,311.41	120,382.31	124,595.69	128,956.53	133,470.01	138,141.46	142,976.42	147,980.59	153,159.91	158,520.51
153	119,219.19	123,391.86	127,710.57	132,180.44	136,806.76	141,595.00	146,550.82	151,680.10	156,988.90	162,483.52
154	122,199.67	126,476.66	130,903.34	135,484.96	140,226.93	145,134.87	150,214.59	155,472.10	160,913.63	166,545.60
155	125,254.65	129,638.56	134,175.91	138,872.07	143,732.59	148,763.23	153,969.95	159,358.89	164,936.46	170,709.23
156	128,386.04	132,879.55	137,530.33	142,343.89	147,325.93	152,482.34	157,819.22	163,342.89	169,059.89	174,976.99
157	131,595.67	136,201.52	140,968.57	145,902.48	151,009.06	156,294.38	161,764.68	167,426.45	173,286.37	179,351.39
158	134,885.56	139,606.56	144,492.79	149,550.03	154,784.28	160,201.73	165,808.79	171,612.10	177,618.53	183,835.17
159	138,257.71	143,096.73	148,105.12	153,288.80	158,653.90	164,206.79	169,954.03	175,902.42	182,059.00	188,431.07
160	141,714.16	146,674.15	151,807.75	157,121.02	162,620.26	168,311.97	174,202.88	180,299.99	186,610.48	193,141.85
161	145,257.01	150,341.01	155,602.94	161,049.04	166,685.76	172,519.76	178,557.95	184,807.48	191,275.74	197,970.39
162	148,888.43	154,099.53	159,493.01	165,075.26	170,852.90	176,832.75	183,021.90	189,427.66	196,057.63	202,919.65
163	152,610.64	157,952.01	163,480.33	169,202.14	175,124.22	181,253.57	187,597.44	194,163.35	200,959.07	207,992.64
164	156,425.90	161,900.81	167,567.33	173,432.19	179,502.32	185,784.90	192,287.37	199,017.43	205,983.04	213,192.45
165	160,336.56	165,948.34	171,756.53	177,768.01	183,989.89	190,429.54	197,094.57	203,992.88	211,132.63	218,522.27

\* Note: This does not reflect possible PERS increase contribution

**AFSCME draft CBA Annual Cost Breakdown**  
**Period: July 2023-June 2025**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	<u>3%</u>	<u>2%</u>	<u>2%</u>
<i>Annual Wages</i>	2,869,808	2,927,204	2,985,748
Estimate additional cost per year	83,587	57,396	58,544
Estimate cost of Standby			
Standby (15,155 Hrs) \$3->\$4.25	18,944	18,944	18,944
Holiday Standby (525 Hrs) \$4->\$6	1,050	1,050	1,050
	<b>103,580</b>	<b>77,390</b>	<b>78,538</b>
Addition Payroll Benefit Cost			
PERS	30,815	23,023	23,365
Medicare	1,502	1,122	1,139
Estimated Additional Health Ins.	18,053	145	-
<b>Estimated Annual Cost</b>	<b>153,950</b>	<b>101,681</b>	<b>103,042</b>
<b>Total 3 year estimated cost</b>			<b>358,673</b>

**\* Note:**

Theses estimates do not include:

- \* regular merits increases
- \* PERS or MediCare rate adjustments
- \* annual insurance rate adjustments





Storey County Board of County  
Commissioners  
Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and Possible Approval of Resolution No. 22-654 setting the tax rate levy at 3.4607 for 2022-2023 fiscal year.
- **Recommended motion:** I, \_\_ Commissioner \_\_, move to approve Resolution No. 22-654 setting the tax rate levy at 3.4607 for fiscal year 2022-2023
- **Prepared by:** Jennifer McCain

**Department:**                      **Contact Number:** 7758471133

- **Staff Summary:** Annual approval of the tax rate levied against real and personal property within Storey County. Breakdown of taxes is included on attached Resolution.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

RESOLUTION # 22-654

WHEREAS, The Board of Commissioners in and for the County of Storey, State of Nevada did hold a public hearing on the 2022-2023 Tentative Budget for Storey County and,

WHEREAS, the resources, expenditures and required tax rates were reviewed and approved at that public hearing and,

WHEREAS, the approved resources, expenditures and tax rates were submitted in the 2022-2023 final budget for the County of Storey, State of Nevada,

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners in and for the County of Storey, State of Nevada in accordance with NRS 361.460 intends to levy the following tax rates following certification by the Nevada Tax Commission.

GENERAL	1.7719
INDIGENT MEDICAL	.0100
INDIGENT ACCIDENT	.0150
YOUTH SERVICE	.0045
CAPITAL ACQUISITION	.0500
FIRE PROTECTION DISTRICT 474	.5446
TOTAL COUNTY	<u>2.3960</u>

REFERENCE ONLY

SCHOOL OPERATING	.7500
SCHOOL DEBT	.1447
STATE	.1700
TOTAL TAX RATE	<u>3.4607</u>

PASSED, ADOPTED AND APPROVED THE 21<sup>st</sup> of June, 2022.

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

By: \_\_\_\_\_

**Jay Carmona, Chairman**  
**Storey County Board of Commissioners**

ATTEST: \_\_\_\_\_

**Storey County Clerk**



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 15 minutes

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval of the transfers within the 2021-2022 Storey County Budget, pursuant to NRS 354.598005. Transfers from Contingency will be going to the General Fund in the amount of \$195,000, and to the Indigent Accident Fund in the amount of \$36,000. Transfer within the same fund include the Roads Dept. in the amount of \$36,100 and the VCTC in the amount of \$45,000. These transfers will have a net adjustment of \$0.00 in total expenses in the County budget.
- **Recommended motion:** I, \_ Commissioner \_\_, move to approve the transfers within the 2021-2022 Storey County Budget, pursuant to NRS 354.598005. Transfers from Contingency will be going to the General Fund in the amount of \$195,000, and to the Indigent Accident Fund in the amount of \$36,000. Transfer within the same fund include the Roads Dept. in the amount of \$36,100 and the VCTC in the amount of \$45,000. These transfers will have a net adjustment of \$0.00 in total expenses in the County budget.
- **Prepared by:** Jennifer McCain

**Department:**

**Contact Number:** 7758471133

- **Staff Summary:** This transfer/augment process allows us to amend the current fiscal year budget if needed. This process gives us the opportunity to adjust the budget utilizing contingency funds or unused budgeted funds. The need for such transfers usually comes about due to unforeseen circumstances which cause overages within a function or object of the budget. The attached documentation lines out the transfers made within the Storey County 2021-2022 Budget.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**



\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

<b><u>EXPENDITURES BY FUNCTION AND ACTIVITY</u></b>	(4) BUDGET YEAR ENDING 06/30/22		(4)
	FINAL APPROVED	REVISIONS	AUGMENTED FINAL APPROVED
Commissioners			
Salaries & Wages	334,850		334,850
Employee Benefits	202,348		202,348
Services & Supplies	758,181		758,181
Capital Outlay	-		-
<b>Dept Subtotal</b>	<b>1,295,379</b>		<b>1,295,379</b>
Clerk & Treasurer			
Salaries & Wages	244,215		244,215
Employee Benefits	161,927		161,927
Services & Supplies	180,165	100,000	280,165
Capital Outlay	-		-
<b>Dept Subtotal</b>	<b>586,307</b>	<b>100,000</b>	<b>686,307</b>
Recorder			
Salaries & Wages	168,334		168,334
Employee Benefits	94,362		94,362
Services & Supplies	47,900		47,900
Capital Outlay	-		-
<b>Dept Subtotal</b>	<b>310,596</b>		<b>310,596</b>
Assessor			
Salaries & Wages	241,749		241,749
Employee Benefits	156,668		156,668
Services & Supplies	87,710		87,710
Capital Outlay	-		-
<b>Dept Subtotal</b>	<b>486,127</b>		<b>486,127</b>
Administrative			
Salaries & Wages	185,458	25,000	210,458
Employee Benefits	280,838		280,838
Services & Supplies	297,410		297,410
Capital Outlay	-		-
<b>Dept Subtotal</b>	<b>763,706</b>	<b>25,000</b>	<b>788,706</b>
Buildings & Grounds			
Salaries & Wages	254,206		254,206
Employee Benefits	142,859		142,859
Services & Supplies	283,394	40,000	323,394
Capital Outlay	6,000		6,000
<b>Dept Subtotal</b>	<b>686,459</b>	<b>40,000</b>	<b>726,459</b>
Service			
Salaries & Wages	247,703		247,703
Employee Benefits	143,890		143,890
Services & Supplies	86,740		86,740
Capital Outlay	20,000		20,000
<b>Dept Subtotal</b>	<b>498,333</b>		<b>498,333</b>
IT			
Salaries & Wages	371,787		371,787
Employee Benefits	243,001		243,001
Services & Supplies	391,950		391,950
Capital Outlay	19,380		19,380
<b>Dept Subtotal</b>	<b>1,026,118</b>		<b>1,026,118</b>
<b>FUNCTION SUBTOTAL</b>	<b>5,653,025</b>	<b>165,000</b>	<b>5,818,025</b>

Storey County General  
(Local Government)

FUNCTION:

SCHEDULE B - GENERAL FUND  
General Government

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Schedule B-10













	(4)	(4)	
	BUDGET YEAR ENDING 06/30/22		
REVENUES	FINAL APPROVED	REVISIONS	AUGMENTED FINAL APPROVED
Property Taxes			
AD Valorem Current	70,297		70,297
AD Valorem Assessor	5,000		5,000
Delinquent Prior Yr	-		-
Centrally Assessed	14,000		14,000
Subtotal	89,297	-	89,297
OTHER FINANCING SOURCES:			
Operating Transfers In (Schedule T)			
BEGINNING FUND BALANCE	26,802		26,802
Prior Period Adjustment(s)			
Residual Equity Transfers			
TOTAL BEGINNING FUND BALANCE	26,802		26,802
TOTAL RESOURCES	116,099	-	116,099
EXPENDITURES			
Welfare			
Direct Assistance			
Service & Supplies	80,000	36,000	116,000
Activity Subtotal	80,000	36,000	116,000
Subtotal Expenditures	80,000	36,000	116,000
OTHER USES			
CONTINGENCY (not to exceed 3% of total expenditures)			
Transfers Out (Schedule T)			
ENDING FUND BALANCE	36,099		99
TOTAL COMMITMENTS & FUND BALANCE	116,099	36,000	116,099

Storey County General  
(Local Government)

Fund: Indigent Accident

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	(4) BUDGET YEAR ENDING 06/30/22		(4) BUDGET YEAR ENDING 06/30/22
	FINAL APPROVED	REVISIONS	AUGMENTED FINAL APPROVED
<b>REVENUES</b>			
INTERGOVERNMENTAL			
SCCRT	469,827		469,827
Fuel Tax	401,132		401,132
<b>Subtotal</b>	<b>870,959</b>		<b>870,959</b>
CHARGES FOR SERVICE			
Import Tonnage Fees	225,000		225,000
Excavation	1,000		1,000
<b>Subtotal</b>	<b>226,000</b>		<b>226,000</b>
MISCELLANEOUS			
Interest Earnings	36,000		36,000
Miscellaneous	-		-
Equipment Sales	-		-
<b>Subtotal</b>	<b>36,000</b>		<b>36,000</b>
<b>Subtotal Revenue</b>	<b>1,132,959</b>		<b>1,132,959</b>
OTHER FINANCING SOURCES (specify)			
Transfers In (Schedule T)			
Transfer from General	400,000		400,000
<b>Subtotal Revenue</b>	<b>1,532,959</b>		<b>1,532,959</b>
BEGINNING FUND BALANCE	481,040		481,040
	-		-
Prior Period Adjustments			
Residual Equity Transfers			
TOTAL BEGINNING FUND BALANCE	481,040		481,040
<b>TOTAL AVAILABLE RESOURCES</b>	<b>2,013,999</b>		<b>2,013,999</b>

Fund:







## Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 6/21/2022

Estimate of time required: 10 Minutes

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Consideration and possible approval of Personnel Policies P201 Fair Employment Practices, P202 Anti-Harassment, P202A Pregnancy, P203 Dealing with Discrimination, P204 Employee Bullying, P205 Employment Disabilities, P205A Victims Domestic Violence, P206 Drug Alcohol Free Workplace, P206A Vehicle Drug Alcohol Policy, P208 Discipline Alcohol Drug Abuse, P209 Prohibition of Workplace Violence, and P601 Holidays for the Storey County Fire Protection District.
2. **Recommended motion:** I (Fire Commissioner) move to approve the presented personnel policies P201 Fair Employment Practices, P202 Anti-Harassment, P202A Pregnancy, P203 Dealing with Discrimination, P204 Employee Bullying, P205 Employment Disabilities, P205A Victims Domestic Violence, P206 Drug Alcohol Free Workplace, P206A Vehicle Drug Alcohol Policy, P208 Discipline Alcohol Drug Abuse, P209 Prohibition of Workplace Violence, and P601 Holidays for the Storey County Fire Protection District
3. **Prepared by:** Jeremy Loncar  
  
**Department:** Fire Telephone: 847-0954
4. **Staff summary:** The District has been working under the established personnel policies of Storey County and is now creating policies that remain consistent with the County, however, also address specific practices that are unique to the fire service and in line with the CBA with Storey County Firefighters Association Local 4227 Collective Bargaining Agreement. The presented policies will be delivered to the BOFC in multiple stages to allow for review and modification by the board if necessary. Personnel Policies and Administrative Policies shall be approved by the board. Standard Operating Policies and Procedures shall be approved by the Fire Chief.
5. **Supporting materials:** See attached
6. **Fiscal impact:**
  - a. Funds Available: \_\_ Fund: \_\_ Comptroller
7. **Legal review required:** \_\_ District Attorney
8. **Reviewed by:**
  - a.   JL   Department Head Department Name: Fire District
  - b.        County Manager Other agency review: County HR\_\_
9. **Board action:**

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a. ☐ Approved  
b. ☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. \_\_\_\_

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P209  
EFFECTIVE DATE: 6/21/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Prohibition of Workplace Violence**

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**I. Policy**

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

**II. Scope**

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

**III. Implementation of Policy**

1. The District will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the employer or which occur on property owned or controlled by the employer or during the course of the employer's business. Examples of workplace violence include, but are not limited to, the following:
  - a. All threats (including direct, conditional, or veiled) or acts of violence occurring on premises owned or controlled by the employer, regardless of the relationship between the employer and the parties involved in the incident.
  - b. All threats of any type or acts of violence occurring off the employer's premises involving someone who is acting in the capacity of a representative of the employer.
  - c. All threats of any type or acts of violence occurring off the employer's premises involving an employee of the employer, if the threats or acts affect the legitimate interests of the employer.
  - d. Any acts or threats resulting in a criminal conviction of an employee or agent of the employer or of an individual, performing services for the employer on a contract or temporary basis which adversely affect the legitimate interests and goals of the employer.
2. Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:
  - a. Hitting, shoving, or otherwise assaulting an individual;
  - b. Direct, conditional, or veiled threats of harm directed to an individual or his/her family, friends, associates, or property;
  - c. The intentional or malicious destruction or threat of destruction of the employer's property;
  - d. Harassing or threatening phone calls, text messages, notes, letters, or computer messages, or other forms of communication;
  - e. Harassing surveillance or stalking;



- f. Unauthorized possession or inappropriate use of firearms, weapons, hazardous biological or chemical substances, or explosives;
  - g. Displaying overt signs of extreme stress, resentment, hostility, or anger toward another;
  - h. Making intimidating, abusive, or threatening remarks;
  - i. Displaying irrational or inappropriate behavior.
3. The employer desires to detect and deter real, potential, or threatened violence. Every employee is required to report immediately any acts of violence or any threat of violence against any coworker, supervisor, manager, elected official, visitor, or other individual. Supervisory and managerial personnel who witness or become aware of any acts or threats of violence must notify their superior immediately. Every other person on employer property is encouraged to report incidents of threats or acts of violence of which s/he is aware.
4. Reports of violence or threatening behavior should be made to the Fire Chief and HR Director, or any other supervisory or management employee. The employer is committed to ensuring that employees reporting real or perceived threats in good faith will not be subject to harassment or retaliation. Nothing in this policy alters any other reporting obligation established in the employer's policies or in state, federal, or other applicable law.

#### **IV. Violations**

- 1. Violations of this policy by any employee will lead to disciplinary action, up to and including termination and/or appropriate legal action. The employer may also take appropriate disciplinary action against any employee who intentionally makes a false or malicious statement about coworkers or others.
- 2. Actions necessary for bona fide self-defense or protection of employees of the employer or of employer property shall not be considered to violate this policy.

#### **V. Temporary Restraining Orders**

- 1. The employer may apply for an order for protection against harassment in the workplace under the terms of NRS 33.200 – 33.360 when it has reason to believe that:
  - a. A person knowingly threatens to cause or commits an act that causes:
    - Bodily injury to him/herself or to another person;
    - Damage to the property of another person; or
    - Substantial harm to the physical or mental health or safety of a person.
  - b. If the threat is made or an act committed against the employer, any employee of the employer while performing employment duties, or against a person present at the employer's workplace; and
  - c. The threat would cause a reasonable person to fear that the threat will be carried out, or the act would cause a reasonable person to feel terrorized, frightened, intimidated, or harassed.

2. Such order of protection against harassment in the workplace may:
  - a. Enjoin the alleged harasser from contacting the employer, an employee of the employer while performing his/her duties, and any person while the person is present at the employer's workplace;
  - b. Order the alleged harasser to stay away from the workplace; and
  - c. Order such other relief as the court deems necessary to protect the employer, the workplace of the employer, the employer's employees while performing their employment duties, and any other persons who are present at the workplace.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and HR Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURE**

**NUMBER: P202A  
EFFECTIVE DATE: 6/21/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Pregnancy, Childbirth, and Related Medical Conditions**

**1. Policy**

It is the Fire District's policy to comply proactively with the applicable employment provisions of discrimination laws, including the Federal Pregnancy Discrimination Act (PDA) and Nevada Pregnant Workers' Fairness Act under NRS 613.

The employer is committed to provide reasonable accommodation whenever a female employee/applicant requests an accommodation for a condition of the employee relating to pregnancy, childbirth, or a related medical condition, provided that the individual is otherwise qualified to perform the essential functions of the assigned job, absent undue hardship. Related medical conditions include, without limitation, a physical or mental condition intrinsic to pregnancy or childbirth, including mastitis or other lactation-related medical condition, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, loss or end of pregnancy, and recovery from loss or end of pregnancy.

**2. Accommodation**

If a female employee/applicant requests an accommodation for a condition of the employee/applicant relating to pregnancy, childbirth, or a related medical condition, the ADA Coordinator and employee/applicant shall engage in a timely, good faith and interactive process to determine an effective, reasonable accommodation.

Whenever a manager/supervisor becomes aware that a female employee has requested an accommodation, the manager/supervisor should promptly notify the ADA Coordinator.

Upon learning of the employee's request for accommodation, the ADA Coordinator shall arrange to meet with the manager/supervisor and the employee to discuss her accommodation request, the need for an explanatory statement from the employee's physician concerning the specific accommodation recommended by the physician for the employee, and the impact of the proposed accommodation on the employer.

*Accommodation for Employees:* Reasonable accommodations may include a change in the work environment or in the way things are customarily carried out that allows the employee to have equal employment opportunities, including the ability to perform the essential functions of the position and to have benefits and privileges of employment, such as:

- Modifying equipment or providing different seating;
- Revising break schedules, including the frequency and duration;
- Providing space, other than a bathroom, for expressing milk (see *Leave for Nursing Mothers policy, P612*);



- Providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee;
- Authorizing light duty;
- Temporarily transferring employee to less strenuous/hazardous position;
- Restructuring position or providing modified work schedule; or
- Leave, with or without pay, if no other reasonable accommodation which would allow the employee to continue to work is available.

*Accommodation for Applicants:* Reasonable accommodations may include a modification to the application process for an applicant or the manner in which things are customarily carried out that allows the applicant to be considered for employment or hired for a position.

### **3. Prohibitions**

The employer will not:

- Refuse to provide a reasonable accommodation unless the accommodation would impose an undue hardship.
- Take adverse employment action against an employee because the employee requests or uses a reasonable accommodation.
- Deny an employment opportunity to an otherwise qualified applicant because they have requested a reasonable accommodation.
- Require an employee or applicant to accept an accommodation she did not request or chooses not to accept.
- Require an employee to take leave if a reasonable accommodation is available that would allow the employee to continue working.

### **4. Requirements of Other Laws**

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

### **5. Notice Requirements**

The employer will provide a written or electronic notice to all new employees upon commencement of employment that they have the right to be free from discriminatory or unlawful employment practices pursuant to this Act. The notice includes a statement that a female employee has the right to a reasonable accommodation for a condition of the employee relating to pregnancy, childbirth, or related medical condition. This notice will be provided within ten days after an employee notifies her immediate supervisor that she is pregnant. This notice will also be posted at conspicuous locations that are accessible to employees.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and HR Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P601  
EFFECTIVE DATE: 6/21/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Holidays**

---

**1. PURPOSE**

To designate recognized holidays and eligibility for holiday pay.

**2. RECOGNIZED HOLIDAYS**

Recognized Holidays, in accordance with NRS 236, shall be as follows:

- New Year's Day (January 1st)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- 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)
- Family Day (Friday following Thanksgiving, 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.
  - 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.

***Non-Traditional Shifts.*** Non-exempt employees working 24-hour shifts shall be paid holiday pay on the actual day of the holiday at their regular rate of pay.

In addition, non-represented district employees may receive one floating holiday per calendar year to be pre-approved by the department head or supervisor.

**3. HOLIDAY COMPENSATION**

Each regular full-time non-exempt, non-represented, employee shall receive holiday compensation. The holiday compensation shall be equivalent to the employee's regularly scheduled shift – 8, 10, or 12 hours. If the employee is scheduled for six twelve-hour shifts, and

one eight-hour shift, the holiday compensation will be twelve hours. Non-represented employees working 24-hour shifts, shall be entitled to 12 hours of Holiday pay.

- a. **Holidays worked.** Non-exempt employees required to work their regularly scheduled shift on a recognized holiday shall receive regular rate of pay plus 1.5 the *straight-time* for the regularly scheduled shift. (Example:  $1 + 1.5 = 2.5$ )
- b. **Holidays worked - overtime.** Non-exempt employees 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. (Example:  $1 + 0.5 = 1.5$ )
- c. **Holidays not worked.** Non-exempt employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one regularly scheduled shift. (Example:  $1 + 0 = 1$ ). If a non-exempt employee's regularly scheduled day off falls on a recognized holiday, the employee will be granted one 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.
- d. **Compensation for regular part-time employees.** Regular part-time non-exempt employees shall receive holiday compensation based on their regularly scheduled shift.
- e. **Pay status.** In order to receive holiday compensation, an employee must be in pay status immediately before and after the holiday.

#### 4. HOLIDAY ACCRUAL

Holiday leave shall not be accrued except as may be provided by a collective bargaining agreement.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*



**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER** P206A  
**EFFECTIVE DATE:** 6/21/22  
**AUTHORITY:** BOFC  
**FIRE CHIEF:** JL

**SUBJECT: VEHICLE OPERATORS DRUG AND ALCOHOL POLICY**

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## **Appendices**

A - Drug Specimen Collection and Testing Procedures

B - Alcohol Sample Collection and Testing Procedures

C - Violation of the DOT/FMCSA Regulations 382.507, and Civil Penalties  
(49 U.S.C. §521 [b]),

Driver Disqualifications and Penalties (49 CFR §383.51)

D - Certificate of Receipt

## **Forms**

Employee Acknowledgement Form (Form 206A-F1)

Consent to Release of Drug / Alcohol Information Drug /Alcohol Testing (Form 206A-F2)

Drug / Alcohol Test Informed Consent (Form 206A-F3)

DOT Alcohol Testing Form (Form 206A-F4)

Suggested Steps for Reasonable Suspicion Drug / Alcohol Testing (Form 206A-F5)

Documentation for Reasonable Suspicion Drug / Alcohol Testing (Form 206A-F6)

Federal Drug Testing Custody and Control Form (Current Form #OBM No. 0930-0158 is available on website [www.health.org/workplace](http://www.health.org/workplace))



**I. Statement of Purpose**

The employer seeks to operate a drug- and alcohol-free workplace that is in compliance with the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMSCR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399). Therefore, it is the policy of the employer that all employees who perform safety-sensitive functions as defined in this policy, including employees required to maintain commercial driver's licenses (CDL), be drug and alcohol free.

To further this goal, the employer has implemented this Vehicle Operators Drug and Alcohol Policy. The policy provides the employer with reasonable measures to ensure that an employee's drug or alcohol use does not jeopardize the employer's successful operations, the employer's workplace, its employees, or the general public.

**II. Coverage**

The Vehicle Operators Drug and Alcohol Policy covers all employees who are required to obtain and maintain a CDL as a qualification for their position. All employees covered by this policy are referred to as "drivers" for the purposes of this policy. A CDL is required for all drivers that operate a vehicle:

1. In excess of 26,000 pounds Gross Vehicle Weight Rating (GVWR); or
2. Designed to carry 16 or more passengers (including the driver); or
3. Of any size which is used in the transportation of a placardable amount of hazardous material.

This includes, but is not limited to: full-time, part-time, casual, intermittent, or occasional drivers. Mechanics who operate commercial vehicles to test their operations are specifically covered by this policy.

**III. Basic Information about Alcohol and Controlled Substances**

Section 382.601(b) of the FMSCR requires that all employees be provided with information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem; and available methods of intervening when an alcohol or a controlled substances problem is suspected.

**1. Alcohol**

**a. Health Effects**

- The liver is the primary site of alcohol metabolism and can be severely affected by heavy alcohol use. The three primary dangers are fatty liver, alcoholic hepatitis, and cirrhosis.
- Heavy alcohol use can also severely affect the gastrointestinal tract, contributing to inflammation of the esophagus, exacerbating peptic ulcers, and causing acute and chronic pancreatitis. It interferes with the absorption of nutrients from food and contributes to malnutrition.

- Heavy alcohol use affects the heart and vascular system, contributing to heart attacks, hypertension, and strokes.
  - Either because of direct action or indirectly through the malnutrition, liver disease, and other effects it causes, alcohol depresses immune system functioning and increases the likelihood of infection.
  - There is considerable evidence that alcohol abuse is associated with the incidence of cancer, particularly cancers of the liver, esophagus, nasopharynx, and larynx.
  - Heavy alcohol consumption causes brain damage, manifested through dementia, blackouts, seizures, hallucinations, and peripheral neuropathy.
  - Birth defects.
- b. Workplace Issues
- Alcohol affects vision, reflexes, coordination, emotions, aggressiveness, and judgement, which deprives a professional driver of most of the tools s/he relies upon to perform safely.
  - Hangovers also present a risk to driving behavior. The sick feeling associated with hangovers, including headaches, nausea, and other symptoms, can distract a driver's attention and lead to accidents even though alcohol may no longer be detectable in the body.
- c. Signs and Symptoms of Use
- Evidence of presence of alcohol: Bottles, cans, and other containers which alcohol-containing beverages may have been purchased and/or consumed in; bottle caps from alcohol containers; bottle or can openers; drivers drinking from paper bags; odor of alcohol on containers or on driver's breath.
  - Physical symptoms: Reduction of reflexes, slurred speech, loss of coordination, unsteady gait.
  - Behavioral symptoms: Increased talkativeness, reduced emotional control, distorted judgment, impaired driving ability, gross effects on thinking and memory.

## 2. Marijuana

### a. Health Effects

- When marijuana is smoked, it is irritating to the lungs. Chronic smoking causes emphysema-like conditions.
- One joint causes the heart to race and be overworked. People with undiagnosed heart conditions are at risk.
- Marijuana is commonly contaminated with a fungus called Aspergillus, which can cause serious respiratory tract and sinus infections.

- Marijuana smoking lowers the body's immune system response, making users more susceptible to infection.
  - Chronic smoking causes changes in brain cells and brain waves.
  - Decrease in fertility.
  - Birth defects.
  - Delayed decision making, diminished concentration, impaired short-term memory, erratic cognitive function, distortion of time estimation.
- b. Workplace Issues
- The active chemical, THC, is stored in body fat and slowly released.
  - Marijuana smoking has long-term effects on performance.
  - Increased THC potency in modern marijuana increases the impairment.
  - Combining alcohol or other depressant drugs with marijuana increases impairment.
- c. Signs and Symptoms of Use
- Evidence of presence of marijuana: Plastic bags (commonly used to sell marijuana); smoking papers; roach clip holders; small pipes of bone, brass, or glass; smoking bongs; distinctive odor.
  - Physical symptoms: Reddened eyes; stained fingertips from holding joints; chronic fatigue; irritating cough; chronic sore throat; accelerated heartbeat; slowed speech; impaired motor coordination; altered perception; increased appetite.
  - Behavioral symptoms: Impaired memory; time-space distortions; feeling of euphoria; paranoia; false sense of power.
3. Cocaine
- a. Health Effects
- Regular use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing damage to critical nerve cells.
  - The onset of nervous system illnesses such as Parkinson's disease could also occur.
  - Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In addition, cocaine causes spasms of blood vessels in the brain and heart. Both effects lead to ruptured vessels causing strokes or heart attacks.
  - Strong dependency can occur with one "hit" of cocaine. Usually mental dependency occurs within days of using. Cocaine causes the strongest mental dependency of any known drug.
  - Treatment success rates are lower than those of other chemical dependencies.



- Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. The fatal effects of an overdose are not usually reversible by medical intervention.
- b. Workplace Issues
- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
  - Lapses in attention and ignoring warning signals increases probability of accidents.
  - High cost frequently leads to theft and/or dealing.
  - Paranoia and withdrawal may create unpredictable or violent behavior.
  - Performance is characterized by forgetfulness, absenteeism, tardiness and missing assignments.
- c. Signs and Symptoms of Use
- Evidence of presence of cocaine: Small folded envelopes, plastic bags, or vials used to store cocaine; razor blades; cut-off drinking straws or rolled bills for snorting; small spoons; heating apparatus.
  - Physical symptoms: Dilated pupils, runny or irritated nose, profuse sweating, dry mouth, tremors, needle tracks, loss of appetite, hyper-excitability, restlessness, high blood pressure, heart palpitations, insomnia, talkativeness, formication (sensing of bugs crawling on skin).
  - Behavioral symptoms: Increased physical activity, depression, isolation and secretive behavior, unusual defensiveness, frequent absences, wide mood swings, difficulty in concentration, paranoia, hallucinations, confusion, false sense of power and control.
4. Opioids
- a. Health Effects
- Intravenous users have a high risk of contracting hepatitis or AIDS when sharing needles.
  - Increased pain tolerance. As a result, a person may more severely injure themselves and fail to seek medical attention as needed.
  - Narcotic effects are multiplied when combined with other depressants causing an increased risk for an overdose.
  - Because of tolerance, there is an ever increasing need for more.
  - Strong mental and physical dependency occurs.
  - With increased tolerance and dependency combined, there is a serious financial burden for the user.
- b. Workplace Issues
- Side effects such as nausea, vomiting, dizziness, mental clouding and drowsiness place the user at high risk for an accident.

- Causes impairment of physical and mental functions.
- c. Signs and Symptoms of Use
  - Evidence of presence of opioids: Foil, glassine envelopes, or paper “bindles” (packets for holding drugs); balloons or prophylactics used to hold heroin; bloody tissues used to wipe the injection site; a pile of burned matches used to heat the drug prior to injection.
  - Physical symptoms: Constricted pupils, sweating, nausea, and vomiting, diarrhea, needle marks or “tracks”, wearing long sleeves to cover “tracks”, loss of appetite, slurred speech, slowed reflexes, depressed breathing and heartbeat, and drowsiness and fatigue.
  - Behavioral symptoms: Mood swings, impaired coordination, depression and apathy, stupor, euphoria.
- 5. Amphetamines
  - a. Health Effects
    - Regular use causes strong psychological dependency and increased tolerance.
    - High doses may cause toxic psychosis resembling schizophrenia.
    - Intoxication may induce a heart attack or stroke due to increased blood pressure.
    - Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.
    - Euphoric stimulation increases impulsive and risk taking behavior, including bizarre and violent acts.
    - Withdrawal may result in severe physical and mental depression.
    - Long-term heavy use can lead to malnutrition, skin disorders, ulcers, and various diseases that come from vitamin deficiencies.
  - b. Workplace Issues
    - Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or failure to get rest, which can result in increased accidents.
    - With heavy use or increasing fatigue, the short-term mental or physical enhancement reverses and becomes an impairment.
    - The hangover effect of amphetamines is characterized by physical fatigue and depression, which make operation of equipment or vehicles dangerous.
  - c. Signs and Symptoms of Use
    - Evidence of presence of amphetamines: Most frequently – pills, capsules, or tablets; envelopes, bags, vials for storing the drug; less frequently – syringes, needles, tourniquets.

- Physical symptoms: Dilated pupils, sweating, increased blood pressure, palpitations, rapid heartbeat, dizziness, decreased appetite, dry mouth, headaches, blurred vision, insomnia, high fever (depending on level of the dose).
  - Behavioral symptoms: Confusion, panic, talkativeness, hallucinations, restlessness, anxiety, moodiness, false sense of confidence and power.
6. Phencyclidine (PCP)
- a. Health Effects
    - The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
    - PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
    - If misdiagnosed as LSD induced, and treating with Thorazine, can be fatal.
    - Irreversible memory loss, personality changes, and thought disorders may result.
  - b. Workplace Issues
    - Not common in workplace primarily because of the severe disorientation that occurs.
    - The distortions in perception and potential visual and auditory delusions make performance unpredictable and dangerous. PCP use can cause drowsiness, convulsions, paranoia, agitation, or coma.
  - c. Signs and Symptoms of Use
    - Evidence of presence of PCP: Packets, stamps, injection paraphernalia, herbs.
    - Physical symptoms: Dilated or floating pupils, blurred vision, nystagmus (jerky eye movement), drooling, muscle rigidity, profuse sweating, decreased sensitivity to pain, dizziness, drowsiness, impaired physical coordination (e.g., drunken-like walk, staggering), severe disorientation, rapid heartbeat.
    - Behavioral symptoms: Anxiety, panic/fear/terror, aggressive/violent behavior, distorted perception, severe confusion and agitation, disorganization, mood swings, poor perception of time and distance, poor judgment, auditory hallucinations.

7. Intervening When an Alcohol or a Controlled Substances Problem is Suspected

No matter what the employee's position is in the organization, it is requested that any signs or symptoms of drug use or alcohol abuse be reported to the employee's immediate supervisor. Alternatively, employees may report any signs or symptoms to the Designated Employer Representative (DER).



Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from the employer's Employee Assistance Program (EAP) provider, a substance abuse professional (SAP), or other treatment provider. The employer's medical insurance policy may provide for payment of some or all of the treatment costs.

#### **IV. Education and Training**

In an ongoing effort to prevent and eliminate substance abuse in the workplace, the employer provides drivers with information and referral resources regarding substance abuse. In addition, supervisors receive a minimum of sixty (60) minutes of training on controlled substance use and sixty (60) minutes of training on alcohol misuse to include the identification of actions, appearance, and conduct of a driver that may indicate drug use and/or alcohol misuse.

#### **V. Safety-Sensitive Functions**

Pursuant to the FMSCA, safety-sensitive functions mean any of the following on-duty functions.

On-duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time s/he is relieved from work and all responsibility for performing work. On-duty work includes:

1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting, servicing, or conditioning any commercial motor vehicle or equipment at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

#### **VI. Prohibited Conduct**

The following conduct is prohibited for purposes of this program. No driver shall:

1. Consume alcohol while performing safety-sensitive functions;
2. Perform a safety-sensitive function within four (4) hours after using alcohol;
3. Have an alcohol concentration of .02 or greater just before, during, and just after performing his/her safety-sensitive functions.

- If a driver has a blood alcohol content (BAC) of .02 to .039, the driver will be immediately removed from all safety-sensitive functions for a period of twenty-four (24) hours.
  - If a driver has a BAC of .04 or greater just before, during, or just after performing a safety-sensitive function, the immediate consequences shall include the driver being removed from safety-sensitive functions and referred to an evaluation by a Substance Abuse Professional (SAP).
  - In addition, the employer may take additional disciplinary action against a driver who has a test result of .02 or greater;
4. Use alcohol for eight (8) hours following an accident or until the driver undergoes a post-accident test, whichever comes first;
  5. Possess alcohol while on duty, unless the alcohol is manifested and transported as a part of the shipment;
  6. Use or possess any drug, except when use is pursuant to the instructions of a physician or dentist who has advised the driver that the substance does not adversely affect the driver's ability to operate a commercial motor vehicle.

**NOTE - Prescription Drugs:** Drivers may take over-the-counter or prescription drugs under the guidance of a physician in the course of medical treatment.

A driver should ask his/her physician or pharmacist whether the use of the prescription drug or over-the-counter drug could adversely affect his/her ability to perform safety-sensitive functions. Drivers must follow all manufacturers' directions or package inserts when taking any over-the-counter or prescription drugs.

In addition, the employer requires a driver to report that s/he is using any over-the-counter or prescription drug if the use of the drug could affect the safe performance of his/her safety-sensitive functions;

1. Test positive for drugs;
2. Refuse to submit to a post-accident, random, reasonable suspicion, or follow-up drug or alcohol test;
3. Switch, adulterate, or commit any other misconduct pertaining to any breath, urine, or saliva sample;
4. Fail to provide an adequate sample for testing without a valid medical explanation;
5. Disclose to individuals, other than on a need-to-know basis, information pertaining to alcohol and/or drug testing referrals, results of such testing or treatment referrals;
6. Fail to sign the DOT Alcohol Testing Form (ATF) (see Form 206A-F4) or Federal Drug Testing Custody and Control Form (CCF) (see current form on website [www.health.org/workplace](http://www.health.org/workplace));
7. Fail to consent and sign the Drug/Alcohol Test Informed Consent Form (see Form 206A-F3);

8. Fail to consent and sign the Consent to Release of Drug / Alcohol Information-Drug / Alcohol Testing Form (see Form 206A-2 and Form 206A-F3);
9. Fail to report to the collection site in the time allocated;
10. Leave the scene of an accident without a valid reason before submitting to a post-accident test;
11. Engage in any other conduct that clearly obstructs the testing process; and
12. Use illicit drugs on or off duty.

## VII. **Consequences for Violation of the DOT/FMCSA Drug and Alcohol Policies**

The Federal DOT/FMCSA mandates certain immediate consequences whenever a driver engages in prohibited conduct. These consequences include removal from duty and referral to a SAP. In addition, it is important to note that the Employer may apply additional consequences, up to and including termination, for violation of this policy and DOT/FMCSA. **A driver who is removed from performing safety-sensitive functions may be suspended, without pay.**

### A. **Consequences for Drivers for a Confirmed Violation of this Policy**

Specific immediate consequences shall occur whenever a driver:

1. Has a verified, positive drug test or an alcohol test result of .04 or greater.<sup>2</sup>
2. Consumes alcohol while performing or four (4) hours before performing a safety-sensitive function.
3. Consumes alcohol within eight (8) hours following an accident or before s/he is tested, whichever occurs first.
4. Refuses to submit<sup>3</sup> to any required random, post-accident, reasonable suspicion, or follow-up test.

<sup>2</sup>Drivers who have a BAC of .02 to .039 will be removed immediately from performing any safety-sensitive functions for twenty-four (24) hours. The Employer may take additional disciplinary action.

<sup>3</sup>Refusal to submit to (an alcohol or controlled substance) test means: (a) Failure to appear for any test (except a pre-employment test) within a reasonable period of time, as determined by the employer, consistent with applicable FMCSA regulation, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a [Consortium/Third-party Administrator (C/TPA) (see 49 CFR 40.61 (a))]; (b) Failure to remain at the testing site until the testing process is completed, provided that an employee who leaves the testing site before the testing process commences [see 49 CFR 40.63(c)], a pre-employment test is not deemed to have refused to test; (c) Failure to provide a urine specimen for any drug test required by 49 CFR Part 40, or Part 382, or DOT agency regulations, provided that an employee who does not provide a urine specimen, because s/he has left the testing site before the testing process commences [see 49 CFR 40.63(c)] for a pre-employment test is not deemed to have refused to test; (d) In the case of a directly observed or monitored collection in a drug test fails to permit the observation or monitoring of the drug's provision of a specimen [see 49 CFR 40.67(l) and 40.69 (g)]; (e) Failure or declines to take a second test the employer or collector has directed the driver to take; (f) Failure to undergo a medical examination or evaluation as directed by the Medical Review Officer (MRO) as part of the verification process, or as directed by the Designated Employer Representative (DER) under 49 CFR 40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment; (g) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed to do so by the collector, behave in a confrontational way that disrupts the collection process; or (h) Is reported by the MRO as having a verified, adulterated, or substituted test result.



5. Possesses drugs or alcohol in violation of this policy.

**The immediate consequences are:**

1. The driver will be immediately removed from performing all safety-sensitive functions.
2. The driver may be disciplined, up to and including termination.
3. The driver will be referred for evaluation by a SAP. When an employee has a verified, positive, adulterated or substituted test result, or has otherwise violated this policy, the employer shall not return the employee to the performance of safety-sensitive functions until or unless the employee completes the return-to-duty process provided in this policy.

If the employer decides to continue employing a driver who has violated this policy or DOT/FMCSA, the following shall occur:

1. The driver will receive, from the employer, information on resources available to the driver to resolve and evaluate any problems associated with substance abuse.
2. Before being returned to his/her safety-sensitive functions, the driver must undergo a return-to-duty drug and/or alcohol test.
3. If the driver required treatment as recommended by a SAP, the driver must complete the treatment and be re-evaluated by a SAP before submitting to a return-to-duty test.
4. If the driver required treatment as recommended by a SAP, the driver will be subject to unannounced follow-up drug and/or alcohol tests.

**B. Consequences for Job Applicants**

1. Applicants who fail a pre-employment test will be denied employment.
2. A current employee (who is transferring to a covered position) who fails a pre-employment test will not receive the position. In addition, the employer may refer the employee to a SAP for evaluation and treatment and may take additional disciplinary actions.

**C. Failure of a Post-Accident Test**

A driver who has a positive drug or alcohol test result following an accident, as provided in Section D. of this policy, will be terminated from employment.

**D. DOT Penalties**

NOTE: Employer discipline is likely in addition to the DOT penalties.

Any driver who violates the DOT/FMCSA drug and alcohol rules will be subject to civil or criminal penalties. (see Appendix D of this policy).

In addition, 49 CFR §383.51 also provides penalties for drug- and alcohol-related conduct of commercial motor vehicle drivers (see Appendix D of this policy).

The following are “disqualifying” offenses:

1. Driving a commercial motor vehicle while under the influence of drugs or alcohol.
2. Refusing to submit to a test as required by any state or jurisdiction in the enforcement of federal or state law.
3. Leaving the scene of an accident involving a commercial motor vehicle.

**First Offenders:** A driver who is convicted of driving a commercial motor vehicle while under the influence of drugs or alcohol for the first time will be disqualified for a period of one (1) year provided the vehicle was not transporting hazardous materials. If the vehicle was transporting hazardous materials, the driver will be disqualified for a period of three (3) years.

In addition, a driver who is convicted of the use of a commercial motor vehicle in the commission of a felony involving manufacturing, distributing, or dispensing drugs (controlled substances) is disqualified for life.

**Second Offenders:** A driver who is convicted of driving a commercial motor vehicle while under the influence of drugs or alcohol for a second time will be disqualified for life. Ten (10) years after the violation, if the driver has voluntarily enrolled in and successfully completed an appropriate treatment program, the driver may apply for reinstatement of his/her CDL.

**Third Offenders:** If a reinstated driver is convicted of another drug- or alcohol-related offense, s/he will be permanently disqualified for life, and will not be eligible to re-apply for a reduction of the lifetime disqualification.

#### **E. Employer-Imposed Penalties and Actions**

All violations of this policy (even a first offense) will serve as the basis for discipline, up to and including termination. The severity of the penalty imposed by the employer will depend on the circumstances of each case. However, drivers need to be aware that any offense, including but not limited to possession, sale or use of controlled substances or illegally used drugs on employer premises or while on duty is likely to result in immediate termination.

In addition to any disciplinary action imposed for a violation of this policy, or while such actions are held in abeyance, the employer may, at its sole discretion, refer the driver for appropriate assessment, counseling, and/or a treatment program as applicable. However, the employer reserves the right to make the final decision.

## VIII. Alcohol and Drug Testing

The methods used to determine the presence of alcohol and/or drugs in the driver's system under the DOT/FMCSA regulations include a urine<sup>4</sup>, breath, and/or saliva test. All alcohol and drug testing will be conducted in accordance with DOT procedures for transportation workplace drug and alcohol testing programs, 49 CFR Part 40. Any employee who refuses to submit to discovery testing for alcohol or drugs pursuant to this policy will be deemed to have failed the test and will be subject to disciplinary action, up to and including termination. Drivers will be subject to the following types of alcohol and drug testing:

- Pre-employment testing
- Reasonable suspicion testing
- Post-accident testing
- Random testing
- Return-to-duty testing
- Follow-up testing

### A. Testing Forms

1. The Federal Drug Testing Custody and Collection Form (CCF) (see current form on website <https://www.transportation.gov/sites/dot.dev/files/docs/Alcohol-Drug-Testing-Form-Suppliers.pdf>) must be used for each drug test under this policy, and the DOT Alcohol Testing Form (ATF) (see Form 206A-F4) must be used for each alcohol test under this policy.
2. Tests under the Vehicle Operators Drug and Alcohol policy must be conducted prior to and separate from any other drug or alcohol tests. The employer shall not use the CCF or the ATF in non-DOT Drug and Alcohol Testing Programs.

### B. Pre-Employment Testing

1. All driver applicants<sup>5</sup> whom the employer intends to hire or use to perform safety-sensitive functions must give their consent and submit to a urine drug test (see Form 206A-F4).
2. The employer may choose not to require pre-employment drug testing for a driver applicant if the employer can verify the individual:
  - a. Has participated in a valid controlled substance testing program that meets the requirements of 49 CFR Part 382, within the previous thirty (30) days; and
  - b. Was tested for controlled substances within the past six (6) months from date of application with the employer while participating in the program, or participated in a random testing program within

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<sup>4</sup> All urinalysis tests for drugs will use the "split sample" method of collection. The driver's urine sample will be split into two specimen bottles. One will contain the primary specimen; and the other, the split specimen. The split specimen will be preserved under stringent laboratory conditions. Whenever a driver employee receives notification of a positive drug test, the driver may request that the split sample be tested in a different laboratory that is certified by the Department of Health and Human Services (DHHS). This request must be made within seventy-two (72) hours after the Medical Review Officer (MRO) gives the driver notification of the positive drug test.

<sup>5</sup> Includes current employees



the previous twelve (12) months from the date of application with the employer.

- c. After obtaining the driver applicant's written consent via completion of the Consent to Release of Drug/Alcohol Information Drug/Alcohol Testing Form (see Form 206A-F2), the employer will verify that no former employer of the driver applicant in the preceding two (2) years has knowledge or records that the individual:
  1. Had an alcohol test with a result of .04 alcohol concentration or greater; or
  2. Had a verified positive-controlled substance test result; or
  3. Refused to be tested; or
  4. Violated other DOT drug and alcohol testing regulations.
3. With respect to a driver applicant's violation of a DOT drug and alcohol regulation, the employer shall obtain documentation of the driver applicant's successful completion of return-to-duty requirements (including follow-up tests). If the previous employer does not have information about the return-to-duty process, the employer shall obtain this information from the employee. Refer to 49 CFR 40.25 for guidance, if unable to obtain this information.
4. As the employer, the employer shall also ask the employee whether s/he has tested positive or refused to test on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain safety-sensitive transportation work covered by Federal Highway Safety Administrator's Drug and Alcohol Testing Rules during the past two (2) years. If the employee admits that s/he had a positive test or a refusal to test, the employer shall not use the employee to perform safety-sensitive functions until and unless the employee documents successful completion of the return-to-duty process.
5. If information is requested from another employer, the employer shall, after reviewing the employee's specific written consent, immediately release the requested information to the employer making the inquiry. As an employer requesting the information required, the employer shall maintain a written confidential record of the information the employer obtained of the good faith efforts the employer made to obtain the information. The employer shall retain this information for three (3) years from the date of the employee's first performance of safety-sensitive functions for the employer.
6. (Optional) The employer may, but is not required to, conduct pre-employment alcohol testing. If such tests are conducted, the employer shall comply with the requirements of 49 CFR 382.301.

### **C. Reasonable Suspicion Alcohol and/or Drug Testing**

A driver shall be required to submit to an alcohol and/or drug test when the employer has reasonable suspicion the driver has violated the prohibitions of the alcohol and/or drug policy.

- **Determining Reasonable Suspicion**

A supervisor shall determine that reasonable suspicion exists that requires the driver to undergo testing based on directly making specific contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. In addition, the observations for drug use may include indications of the chronic use and/or the withdrawal effects of controlled substances.

- **Timing of a Reasonable Suspicion Test**

- 1) Alcohol testing is authorized only if the observations are made during, just preceding, or just after the driver performs safety-sensitive functions. A driver shall be directed to undergo reasonable suspicion testing only while the driver is performing safety-sensitive functions, just before the driver is performing safety-sensitive functions, or just after the driver has ceased performing such functions.
- 2) Alcohol testing shall occur as soon as possible after the observed conditions or event. If the test is not administered within two (2) hours, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If the alcohol test is not administered within eight (8) hours, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.
- 3) Drug testing shall occur as soon as possible after the observed conditions or event. If the test is not administered within thirty-two (32) hours, the employer shall cease attempts to administer the drug test and shall state in the record the reasons for not administering the test.

- **Documentation of a Reasonable Suspicion Test**

A written record of the driver's conduct that creates reasonable suspicion shall be prepared and signed by the supervisor(s) who made the observations within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier (see Documentation Reasonable Suspicion Drug / Alcohol Testing Form [See Form 206A-F6]).

- **Transportation of Driver for Reasonable Suspicion Testing**

A driver who is required to submit to reasonable suspicion testing shall be transported by the employer to the location of the test. After the driver submits to the test, the employer shall provide transportation for

the driver to his/her home. The driver shall be placed on leave with pay, pending test results.

#### **D. Post-Accident Testing**

No requirements in this section shall be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

Drivers who are involved in an accident shall be sent for an alcohol and drug test following the accident whenever:

1. The accident involved a fatality; or
2. The driver received a citation for a moving traffic violation arising from the accident, and the accident involved:
  - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - b. One or more of the vehicles involved in the accident was towed away from the scene.

<b>Type of Accident Involved</b>	<b>Has Citation Been Issued to the CMV Driver?</b>	<b>Must be Tested by employer?</b>
Human fatality	Yes	Yes
	No	Yes
Bodily injury with immediate medical treatment away from the scene	Yes	Yes
	No	No
Disabling damage to any motor vehicle requiring tow away	Yes	Yes
	No	No

- The Employer's Responsibility
  - 1) The employer shall provide drivers with necessary post-accident report information, procedures, and instructions before the driver operates a commercial motor vehicle to allow drivers to comply with the testing requirements.
  - 2) The employer is responsible for adhering to the following post-accident timeline, including any recording requirements.

<b>Time Lapsed</b>	<b>Action Required</b>
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2 hours	<b>ALCOHOL</b> – If the driver has not submitted to an alcohol test at this time, the employer will prepare and maintain on file, a statement of the reasons the test was not promptly administered.
8 hours	<b>ALCOHOL</b> – The employer shall cease attempts to administer an alcohol test and prepare and maintain on file, a statement of the reasons why the test was not promptly administered.
32 hours	<b>DRUGS</b> – If the driver has not submitted to a drug test at this time, the employer shall cease attempts to administer the test and prepare and maintain on file, a statement of the reasons why the test was not promptly administered.

3) In the event that federal, state, or local officials conduct a breath or blood test for the use of alcohol and/or urine tests for the use of drugs following an accident, these tests shall be considered to meet the DOT requirements, providing the tests conform to applicable federal, state, or local testing requirements and that the results of the tests are obtained by the employer. The employer shall provide transportation for the driver to the location of the test. After the driver submits to the test, the employer shall provide transportation for the driver to his/her home.

- **Driver's Responsibility**

A driver is obligated to complete a post-accident report form, to follow the post-accident instructions supplied by the employer, and to see that the alcohol and/or drug test(s) are conducted.

- 1) A driver must submit to an alcohol test as soon as practicable, but not later than eight (8) hours after the accident.
- 2) A driver must submit to a drug test as soon as practicable, but not later than thirty-two (32) hours following the accident.
- 3) In the event a driver is so seriously injured that the driver cannot provide a blood, breath, or urine specimen at the time of the accident, the driver must provide necessary authorizations, as soon as the driver's physical condition allows, to enable the employer to obtain hospital records or other documents that indicate whether there were drugs or alcohol in the driver's system when the accident occurred.
- 4) In the event federal, state, or local officials conducted alcohol and/or drug testing following an accident as provided in Section D.3. "Employer's Responsibility," the driver will be required to sign a release allowing the employer to obtain the test results from such officials.
- 5) A driver who is subject to a post-accident test must remain readily available for testing. A driver who leaves the scene before the test is administered or who does not make himself/herself readily available may be deemed to have refused to be tested and such refusal shall be treated as a positive test. Further, the driver,

subject to a post-accident test, must refrain from consuming alcohol for eight (8) hours following the accident, or until the driver submits to an alcohol test, whichever comes first.

- 6) For safety reasons, a driver required to submit to post-accident testing will be placed on administrative leave, with pay, pending receipt of the post-accident testing result.

#### **E. Random Testing**

All drivers are subject to random alcohol and drug testing.

##### **1. Random Selection Process**

- a. The selection of drivers for random alcohol and drug testing shall be made from a random number table or a computer-based random number generator that is matched with the driver's social security number. Random testing will be unannounced and the dates for administering the tests will be spread reasonably throughout the year; and
- b. The employer will drug test, at a minimum, twenty-five percent (25%) of the average number of driver positions each calendar year. The employer will alcohol test, at a minimum, ten percent (10%) of the average number of driver positions each calendar year.

The employer utilizes a Consortium/Third-party Administrator (C/TPA) to conduct random testing for alcohol and controlled substances. The total number of drivers to be calculated shall be based on the total number of drivers covered by the C/TPA at the same minimum annual percentage rate.

##### **2. Timing for Random Testing**

- a. Random drug testing will be performed at any time while the driver is at work;
- b. Random alcohol testing will be performed just before, during, or just after the driver is performing safety-sensitive functions; and
- c. A driver selected for random testing shall proceed immediately to the test site. A driver who engages in conduct, which does not lead to testing as soon as possible after notification, may be considered to have refused to test and such refusal shall be treated as a positive test.

#### **F. Return-to-Duty Process and Testing**

##### **1. Referral**

A driver, who has violated a DOT Drug and Alcohol Regulation, shall be provided by the employer or through a C/TPA or other Service Agent a listing of SAPs including their names, addresses, and telephone numbers of SAPs who are readily available to the employees and acceptable to the employer.

## 2. SAP and Treatment Services for Employees

- a. The employer may, but is not required to, offer an employee an opportunity to return to a position performing DOT safety-sensitive functions following a violation of a DOT drug or alcohol regulation.
- b. Before the employee again performs a safety-sensitive function following a violation, the employer must ensure that the employee receives an evaluation by a SAP, and that the employee successfully complies with the SAP's evaluation recommendations.
- c. Payment for SAP evaluations and services shall be the responsibility of the employee, or as otherwise covered in the employer's health care benefits, and/or governed by existing management/labor agreements.

## 3. SAP Evaluation/Recommendations

- a. Once an employee with a DOT Drug and Alcohol Regulation violation has been evaluated by a SAP, neither the employee nor the employer can seek a second SAP evaluation in order to obtain another recommendation.
- b. If the employee, contrary to (a) above, does obtain a second SAP evaluation, the employer may not rely on it.

## 4. Changing a SAP Initial Evaluation

- a. Except as provided in (b) below, no one may change in any way the SAP's evaluation or recommendations for assistance.
- b. The SAP who made the initial evaluation may modify his/her initial evaluation and recommendations based on new or additional information (e.g., from an education or treatment program).

## 5. Additional Treatment, Aftercare Services

The employer, upon receiving recommendations from a SAP for an employee who has resumed the performance of safety-sensitive functions,) may, in addition to follow-up tests:

- a. Require the employee to participate in the recommended services as a part of the return-to-duty agreement with the employee;
- b. Monitor and document the employee's participation in the recommended services; and
- c. Make use of SAP and employee assistance program (EAP) services in assisting and monitoring the employee's compliance with the SAP recommendations.

## G. Follow-Up Testing

If the employer decides to permit the employee to return to the performance of safety-sensitive functions, the employee must take a return-to-duty test after the SAP has determined that the employee has successfully complied with the prescribed treatment and/or education.



The employer must direct a collection under direct observation if the drug test is a return-to-duty test or follow up test.

The employee must have a negative drug test and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive functions.

All drivers who have committed a violation of DOT Drug or Alcohol regulations will be subject to a written follow-up drug and/or alcohol testing plan prepared by the SAP. A copy of this plan shall be presented directly to the Designated Employer Representative (DER).

Follow-up testing applies during the period following completion of a treatment program. The driver will be subject to a minimum of six (6) unannounced, follow-up drug and/or alcohol tests over the following twelve (12) months following the employee's return to safety-sensitive functions.

The SAP can require additional testing up to a maximum of sixty (60) months from the date the driver returns to duty. Likewise, the SAP can terminate the additional follow-up testing that was ordered in excess of the minimum twelve (12) month period.

A driver whose follow-up alcohol test result is .02 to .039 must be removed from any safety-sensitive functions for twenty-four (24) hours. This test result is not a violation of the DOT/FMCSA regulations. The employer may also impose additional disciplinary action.

The employer shall carry out the SAP's follow-up testing requirements. The employee shall not be permitted to perform safety-sensitive functions, unless follow-up testing is completed as directed by the SAP.

The employer shall schedule follow-up tests at its discretion and shall ensure the tests are unannounced without any discernable pattern as to their timing and that the employee is not given advance notice.

There shall be no substitution of any other tests (e.g., those carried out under the random testing program) conducted on the employee for this follow-up testing requirement.

A cancelled follow-up test does not constitute a completed test. Any follow-up test that was cancelled must be re-collected.

- **Timing of a Follow-Up Alcohol Test**  
Follow-up alcohol testing shall be conducted just before, during, or just after the driver performs safety-sensitive functions.
- **Timing of a Follow-Up Drug Test**  
Follow-up drug testing may be performed at any time while the driver is at work. The driver does not have to be performing a safety-sensitive function.

#### **H. Test Results (Invalid)**

If the employer receives a drug test result indicating that the employee's specimen was invalid and that a second collection must take place under direct observation:

1. Immediately direct the employee to provide a new specimen under direct observation;
2. Do not attach consequences to the finding that the test was invalid, other than collecting a new specimen under direct observation;
3. Do not give any advance notice of this test requirement to the employee;
4. Instruct the collector to note on the Federal Drug Testing Custody and Control Form (CCF) the same reason (e.g. random test, post-accident test) as for the original collection.

#### **I. Report of a Dilute Specimen**

1. If the MRO informs the DER that a positive drug test was dilute, the DER shall treat the test as a verified positive test and must not direct the employee to take another test based on the fact that the specimen was dilute.
2. If the MRO informs the DER that a negative test was dilute, the employer will take the following action:
  - a. If the MRO directs the employer to conduct a recollection under direct observation (i.e., because the creatinine concentration of the specimen was equal to or greater than 2mg/dL, but less than or equal to 5mg/dL, the employer must do so immediately.
  - b. Otherwise (i.e., if the creatinine concentration of the dilute specimen is greater than 5mg/dL), the employer may, but is not required to, direct the employee to take another test immediately.
    - i. Such recollections must not be collected under direct observation, unless there is another basis for use of direct observation (see § 40.67 (b) and (c))
    - ii. The employer must treat all employees the same for this purpose. The employer may, however, establish different policies for different types of tests (e.g., conduct retests in pre-employment situations, but not in random test situations). The employer must inform their employees in advance of the employer's decisions on these matters.
  - c. The employer must ensure that the employee is given the minimum possible advance notice that he or she must go to the collection site; the employer must treat the result of the test as the test result of record. If the result of the test the employer directed the employee to take is also negative and dilute, the employer is not permitted to make the employee take an additional test because the result was dilute. Provided, however, that if the MRO directs the

employer to conduct a recollection under direct observation the employer must immediately do so.

**J. Cancelled Drug or Alcohol Test**

A cancelled drug or alcohol test is neither positive nor negative.

1. The employer must not attach to a cancelled test the consequences of a positive test or a violation of a DOT Drug or Alcohol Testing Regulation (e.g., removal from a safety-sensitive position).
2. The employer must not use a cancelled test as evidence of a negative test to authorize the employee to perform safety-sensitive functions (i.e., in the case of a pre-employment, return-to-duty, or a follow-up test).
3. The employer must not direct a re-collection from an employee, except when conducting a pre-employment return-to-duty or a follow-up test, or in other provisions of the regulations that require another test to be conducted as provided in 49 CFR 40.159(a) (5) when a drug test result is invalid, and 40.187(b) when a split specimen laboratory result failed to reconfirm Drug(s)/Drug Metabolite(s) not detected.
4. A cancelled test does not count toward compliance with DOT requirements for the number of tests needed to meet the employer's minimum random testing rate.
5. A cancelled DOT test does not provide a valid basis for a non-DOT test.
6. A cancelled alcohol test must be reported to the DER and treated as if the test never occurred.

**K. Insufficient Amount of Urine for Drug Test**

1. When a collector informs the DER that an employee has not provided a sufficient amount of urine for a drug test, the DER must, after consulting with the MRO, direct the employee to obtain within five (5) working days an evaluation from a licensed physician, who is acceptable to the MRO, and who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen.
2. When the MRO indicates to the DER that a test is cancelled due to a medical condition that has, or with a high degree of probability could have precluded the employee from providing a sufficient amount of urine, the employer shall take no further action with the employee. The employee shall remain in the random testing pool.

**L. Insufficient Amount of Saliva or Breath for an Alcohol Test**

1. When a STT informs the DER that the employee has not provided a sufficient amount of saliva for an alcohol-screening test, the DER must immediately arrange to administer an alcohol test to the employee using an EBT or other breath-testing device.
2. When a BAT or SAT informs the DER that the employee has not provided a sufficient amount of breath, the employer must direct the



employee to obtain, within five (5) working days, an evaluation from a licensed physician who is acceptable to the employer, and who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. The DER must provide the physician with the following information and instructions:

- a. That the employee was required to take a DOT breath alcohol test, but was unable to provide a sufficient amount of breath to complete the test;
  - b. The consequences for refusing to take a required alcohol test include removal from performing all safety-sensitive functions, referral for evaluation by a SAP, and disciplined up to and including termination;
  - c. The physician must provide the DER with a signed statement of his/her conclusion regarding the employee's failure to provide a sufficient amount of saliva or breath for an alcohol test; and
  - d. That the physician, in his/her reasonable medical judgment, must base those conclusions on requirements listed in 49 CFR 40.265.
3. Upon receipt of the report from the examining physician, the DER must immediately inform the employee and take appropriate action based upon Federal Highway Administration Regulations.

**M. Addressing "Correctable Flaws" in Alcohol Testing**

1. If a BAT or STT reports to the DER that a correctable flaw has occurred, and another testing device is not available for the new test at a testing site, the DER shall make reasonable efforts to ensure that the test is conducted at another test site as soon as possible.
2. All other problems must be addressed by a BAT, STT, employer, or other Service Agent administering the process, or the test must be cancelled.

**N. Fatal Flaws**

The employer must cancel an alcohol test if any of the following "fatal flaws" occur. The test is cancelled and must be treated as if the test never occurred. These problems are:

1. In the case of a screening test conducted on saliva ASD or a breath tube ASD:
  - a. The STT or BAT reads the result either sooner than or later than the time allotted by the manufacturer.
  - b. The saliva ASD does not activate, or
  - c. The device is used for a test after the expiration date printed on the device or on its package.

**O. Alcohol Confirmation Test Result**

The employer shall take the following steps with respect to the receipt and storage of alcohol test results information:

1. If the test results are not in writing (e.g., by telephone or electronic means), the DER shall identify and record the BAT sending the results.
2. Store all test results information in a way that protects confidentiality.

**P. Direct Observation**

The employer must direct an immediate collection under direct observation with no advance notice to the employee, if:

1. The laboratory reported to the MRO that the specimen is invalid, and the MRO reported to the employer that there was not an adequate medical explanation for the result; or
2. The MRO reported to the employer that the original positive, adulterated, or substituted test result had to be cancelled, because the test of the split specimen could not be performed.
3. The laboratory reported to the MRO that the specimen was substituted with a creatinine concentration greater than or equal to 2mg/dL and less than 5mg/dL and the MRO reported the specimen to the employer as negative and dilute.

**Q. Stand-Down Employee**

The employer is prohibited from standing down an employee following the MRO's receipt of a laboratory report of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test pertaining to the employee prior to the MRO completing the verification process.

Note: To obtain a waiver to this prohibition, the employer shall send a written request which includes all of the information required to the Federal Motor Carrier Safety Administrator, U.S. Department of Transportation, 400 Seventh Street, S.W., Washington, D.C. 20590.

**R. Service Agents**

1. If the employer uses a Service Agent to perform the tasks necessary to comply with the DOT drug and alcohol testing requirements, it shall ensure the Service Agent complies with 49 CFR Part 40 (Q), Roles and Responsibilities of Service Agents.
2. The employer shall ensure that Service Agents used meet qualifications required for their specialty area, and may require Service Agents to present documentation that they meet these requirements.
3. The employer shall obtain information required from their Service Agents. For example, the employer must not assume that "no news is good news" and permit an applicant to perform safety-sensitive functions before receiving the test results.
4. The employer must not permit the Service Agent to also serve as the DER.

**S. Designated Employer Representative (DER)**

The employer shall provide to collectors, BATs and STTs, the name and telephone number of the appropriate DER and C/TPA to contact about any problems or issues that may arise during the testing process. Drivers may direct any questions they may have about this policy to the DER. The name and work telephone number of the DER will be posted on bulletin boards at all work sites.

**T. Payment for the Test of a Split Specimen**

1. The employer is responsible for making sure that the MRO, first laboratory, and second laboratory perform testing of split specimens in a timely manner once the employee has made a timely request for a test or split specimen.
2. The employer must not condition compliance with this requirement on the employee's direct payment to the MRO, or laboratory, or the employee's agreement to reimburse the employer for the costs of testing. The employer may seek payment or reimbursement of all the costs for the split specimen from the employee.

**U. SAP Information Provided by Agent Employer**

The employer, through a C/TPA or other Service Agent, shall provide to each employee, (including an applicant or new employee) who violates a DOT Drug or Alcohol Regulation, a listing of SAPs with their addresses and phone numbers who are readily available to the employee and acceptable to the employer. The employee shall not be charged any fee for compiling or providing this list.

**V. Confidentiality and Release of Information**

1. The employer shall not release individual test results or medical information about an employee to third parties without the employee's specific written consent.
  - a. A third party is any person or employer to whom other subparts of 49 CFR 40 do not explicitly authorize or require the transmission of information in the course of the drug and alcohol testing process.
  - b. Specific written consent means a statement signed by the employee that s/he agrees to the release of specific information to an explicitly identified, person or employer at a particular time. Blanket releases of information (e.g., all test results) or release of information to a category of parties (e.g., other employers who are members of a C/TPA, companies to which the employee may apply for employment) are prohibited.
2. The employer may release information pertaining to an employee's drug or alcohol test without the employee's consent in certain legal proceedings as provided for in 49 CFR 40.323.



3. The employer shall, upon request of DOT agency representatives, provide the following:
  - a. Access to the employer's facilities for DOT agency drug and alcohol program functions.
  - b. All written, printed, and computer-based drug and alcohol program records and reports (including copies of name-specific records or reports), files, materials, data, documents/documentations, agreements, contracts, policies, and statements.
4. If requested by the National Transportation Safety Board as part of an accident investigation, the employer shall provide information concerning post-accident tests administered after the accident.
5. If requested by a federal, state, or local safety agency with regulatory authority over the employer or the employee, the employer shall provide drug and alcohol test records concerning the employee.

**A. Record Retention Requirements**

1. The employer shall keep the following records for a period of five (5) years:
  - a. Records of employee alcohol test results indicating an alcohol concentration of 0.02 or greater;
  - b. Records of employee's verified positive drug test results;
  - c. Documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results);
  - d. SAP reports; and
  - e. All follow-up tests and schedules for follow-up tests.
2. The employer shall keep records of information concerning drug and alcohol test results obtained from previous employers on employees that perform safety-sensitive functions for three (3) years.
3. The employer shall keep the following records for a period of two (2) years:
  - a. Records of the inspection, maintenance, and calibration of EBT for ; and
  - b. Records related to the alcohol and drug collection process. These include documents related to random selections, reasonable suspicion determinations, and post-accident determinations; medical evaluations for insufficient amounts of urine and breath; and supervisor and employee education and training records.
4. The employer shall keep records of negative and cancelled drug test results and alcohol results with a concentration of less than 0.02 for one (1) year.
5. The employer shall maintain these records described in 1 through 4 above in a location with controlled access.

6. If the employer decides to have their Service Agent retain these records, the employer shall ensure the records can be produced at the employer's place of business in the time required by the FMCSA (e.g., within two (2) days of a request by the FMCSA inspector).

**IX. Reservation of Rights**

The employer reserves the right to interpret, change, or rescind this policy in whole or in part, with or without notice, subject to any state and federal laws and relevant collective bargaining agreements.

Provisions within the Federal Department of Transportation (DOT), Federal Motor Carrier Safety Regulations (FMCSR), and state law will supercede any conflicting language in this policy manual.

Nothing in this policy creates a binding employment contract nor modifies an existing contract.

X. **DEFINITIONS**

For the purposes of the Vehicle Operators Drug and Alcohol Policy, the following definitions shall apply:

**Adulterated Specimen.** A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

**Air Blank.** In evidential breath testing devices (EBTs) using gas chromatography technology, a reading of the device's internal standard. In all other EBTs, a reading of ambient air containing no alcohol.

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

**Alcohol Concentration.** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath.

**Alcohol Confirmation Test.** A subsequent test using an EBT following a screening test with a result of 0.02 or greater that provides quantitative data about the alcohol concentration.

**Alcohol Test.** A test using an evidential breath test device (EBT) or a non-evidential breath test device (such as a saliva test); the method of testing used to detect the level of alcohol. Both a screening test and a confirmation test must be used to establish a positive test result.

**Alcohol Screening Test.** An analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

**Alcohol Testing Site.** A place selected by the employer where employees present themselves for the purpose of providing breath or saliva for an alcohol test.

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

**Aliquot.** A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

**Blind Specimen or Blind Performance Test Specimen.** A specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from an employee specimen.

**Blood Alcohol Concentration (BAC).** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

**Breath Alcohol Technician (BAT).** A person who instructs and assists employees in the alcohol testing process and operates an evidential breath-testing device.



**Cancelled Test.** A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which 49 CFR Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

**Chain of Custody.** The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF) (see current form on website: <https://www.transportation.gov/sites/dot.dev/files/docs/Alcohol-Drug-Testing-Form-Suppliers.pdf>).

**Collection Container.** A container into which the employee urinates to provide the specimen for a drug test.

**Collection Site.** A place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.

**Collector.** A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the Federal Drug Testing Custody and Control Form (CCF) (see current form on website <https://www.transportation.gov/sites/dot.dev/files/docs/Alcohol-Drug-Testing-Form-Suppliers.pdf>).

**Commercial Motor Vehicle.** A motor vehicle used in commerce to transport passengers or property, if the motor vehicle: (1) has a gross vehicle weight rating (GVWR) in excess of 26,000 pounds, or (2) is designed to carry 16 or more passengers (including the driver), or (3) of any size, which is used in the transportation of a placardable amount of hazardous material.

**Confirmation Test.** For alcohol testing, means a second test using an evidential breath test device, following a screening test with a result of .02 or greater, that provides quantitative data of alcohol concentration.

For drug testing, means a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screen test, and that uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy, generally a Gas Chromatography/Mass Spectrometry (GC/MS).

**Confirmatory Drug Test.** A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.

**Confirmatory Validity Test.** A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

**Confirmed Drug Test.** A confirmation test result received by an MRO from a laboratory.

**Consortium/Third-party Administrator (C/TPA).** A service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning

the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members.

**Designated Employer Representative (DER).** An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer. Service agents cannot act as DERs.

**Dilute Specimen.** A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

**DOT, the Department, DOT Agency.** These terms encompass all DOT agencies, including, but not limited to, the United States Coast Guard (USCG), the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Research and Special Programs Administration (RSPA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

**Driver.** Any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers; and independent, owner-operator contractors who are either directly employed by, or under lease to, an employer or who operate a commercial motor vehicle at the direction of, or with the consent of the employer.

**Drugs.** The drugs for which tests are required are: marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids.

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

**Employee.** Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing, the term "employee" has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services.

**Employer.** A person or entity employing one or more employees (including an individual who is self-employed) subject to DOT agency regulations requiring compliance with this policy. The term includes an employer's officers, representatives, and management personnel. Service agents are not employers for the purposes of this policy.

**Evidential Breath Testing Device (EBT).** A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the .02 and .04 alcohol concentrations, placed on NHTSA's Conforming Products List (CPL) for "Evidential Breath Measurement Devices," and identified on the CPL as conforming with the model specifications.

**HHS.** The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

**Illegally Used Drug.** Any prescribed drug that is legally obtainable, but has not been legally obtained or is not being used for prescribed purposes, all designer drugs, and any other over-the-counter or non-drug substances (e.g., airplane glue) being used for other than their intended purpose. (Note: A designer drug is a man-made drug, or combination of drugs, which is similar in basic scientific properties to a drug or controlled substance and is produced in a clandestine laboratory.)

**Initial Drug Test (Screening Drug Test)** The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

**Initial Specimen Validity Test.** The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

**Invalid Drug Test.** The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

**Laboratory.** Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

**Limit of Detection (LOD).** The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

**Limit of Quantitation.** For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

**Medical Review Officer (MRO).** A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

**Negative Result.** The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.



**Non-negative Specimen.** A urine specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolites(s)), and /or invalid.

**Office of Drug and Alcohol Policy and Compliance (ODAPC).** The office in the Office of the Secretary, DOT, that is responsible for coordinating drug and alcohol testing program matters within the Department, and providing information concerning the implementation of 49 CFR Part 40.

**Oxidizing Adulterant.** A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or drug metabolites, or affects the reagents in either the initial or confirmatory drug test.

**Positive Result.** The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

**Reasonable Suspicion of Drug and/or Alcohol Use.** Reasonable suspicion means such suspicion that will justify a supervisor in referring a driver for an alcohol and/or drug test. It is the amount of suspicion sufficient to convince a trained supervisor under the circumstances to believe that:

- a. The driver has violated the Vehicle Operators Drug and Alcohol policy; or
- b. The actions, appearance, or conduct of an on-duty driver are indicative of the use of drugs or alcohol.

The suspicion must be based in fact on specific, contemporaneous, articulable observations by a trained supervisor(s) concerning the appearance, behavior, speech, or body odors of the driver.

For reasonable suspicion of alcohol misuse, such observations must be made during, just preceding, or just after the period of the work day that the driver is performing a safety-sensitive function. Reasonable suspicion is more than mere speculation but less than absolute certainty.

**Reconfirmed.** The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

**Rejected for Testing.** The result reported by an HHS-certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that is not corrected.

**Screening Test.** In alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration in his/her system (breath or saliva test). In drug testing, it means an immunoassay screen to eliminate “negative” urine specimens from further consideration.

**Screening Test Technician (STT).** A person who instructs and assists employees in the alcohol testing process and operates an Alcohol Screening Device (ASD).

**Service Agent.** Any person or entity, other than an employee of the employer, who provides services specified under this part (49 CFR Part 40) to employers and/or employees in connection with DOT drug and alcohol testing requirements. This includes, but is not limited to, collectors, BATs, STTs, laboratories, MROs, SAPs, and C/TPAs. To act as service agents, persons and employers must meet the qualifications set forth in applicable sections of 49 CFR Part 40. Service agents are not employers for purposes of 49 CFR Part 40.

**Split Specimen Collection.** A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**Stand-down.** The practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.

**Substance Abuse Professional (SAP).** A licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders. (Note: To act as SAP under the DOT drug testing program, the individual must meet the requirements for credentials, basic knowledge, qualification training, continuing education, and documentation listed in 49 CFR 40.281.)

**Substituted Specimen.** A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

**Verified Test.** A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and HR Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

<b>NUMBER</b>	<b>P201</b>
<b>EFFECTIVE DATE:</b>	<b>06/21/22</b>
<b>AUTHORITY:</b>	<b>BOFC</b>
<b>FIRE CHIEF:</b>	<b>JL</b>

**SUBJECT: Fair Employment Practices**

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

**2.1 The district will:**

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



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

## **2.2 Scope of this policy**

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

## **2.3 Equal Employment Opportunity Officer designated**

The primary responsibilities for ensuring fair employment practices for the district are promoted and adhered to are assigned to the employer's designated Equal Employment Opportunity (EEO) Officer. The employer's designated EEO Officer will also serve as the Americans with Disabilities (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating the employer's compliance with federal and state disability laws. The EEO Officer shall be designated by the Fire Commissioners or Fire Chief. The name and work telephone number of the designated individual will be posted on bulletin boards at employer work sites (reference: Notice – Designation of Equal Employment Opportunity Officer). In the event the designated EEO Officer is unavailable, Fire Chief is designated as the alternative EEO Officer.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and HR Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P203  
EFFECTIVE DATE: 6/21/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Dealing with Allegations of Discrimination and/or Prohibited  
Conduct/Behavior(s)**

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**I. Process**

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

**II. Employee Responsibilities**

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

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

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

2. If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to a supervisor or manager or to the District's designated EEO Officer (County Human Resources Director).
3. Employees who believe the EEO Officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the alternate EEO Officer or to the Fire Chief. Employees may also report the conduct/behavior(s) to any Fire Commissioner or the county's District Attorney. In either case, the recipient of the request will designate an objective person to conduct an independent impartial investigation ~~in~~ into the allegations.

4. An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor is required to report the incident to the EEO Officer (County Human Resources Director), or otherwise as described in subsection (3) above.
5. Applicants are encouraged to contact the designated EEO Officer or the alternate.

### **III. Supervisor/Manager Responsibilities**

Regardless of whether the employee involved is in the supervisor's or manager's chain of command and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all supervisors and managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the EEO Officer (County Human Resources Director), Fire Chief, Fire Commissioner, or District Attorney. The information must include:

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

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

### **IV. Investigation**

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

The District will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be requested to refrain from discussing the subject content with others who may have information pertinent to the investigation throughout the course of the investigation. Employees may be required to provide information to regulatory agencies and/or the employee's union representative or attorney. The District will release information obtained only to those individuals necessarily involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.

The District will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, the investigation is complete and appropriate action, if any, has been taken.

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

If it is determined that a violation of this policy has occurred, the District will take remedial action against the perpetrator commensurate with the severity of the offense. Such remedial action may include, but is not limited to, counseling, verbal warning, written reprimand,



transfer, demotion, suspension without pay, and/or termination. The District will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

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

#### **V. Training**

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

#### **VI. Prohibition Against Retaliation**

Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace. The District will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been harassed, retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process, should immediately notify the EEO Officer or the alternate. The District will promptly investigate and deal appropriately with any allegation of retaliation.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P205  
EFFECTIVE DATE: 6/21/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Employment Disabilities**

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**I. Purpose of Policy**

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

**II. Policy**

It is the employer's policy to comply proactively with the applicable employment provisions of disability laws, including the American with Disabilities Act (ADA), as amended and Nevada Law (NRS 613.310, NRS 281.370, and NRS 233.010). The employer does not tolerate discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and it prohibits any type of harassment or discrimination based on the physical or mental disability, history of disability, or perceived disability of an individual holding or seeking employment with the employer.

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

**III. Determination of Disability**

In determining whether an employee or an applicant has a disability under the law, the employee/applicant must have a physical or mental impairment that substantially limits one or more life activities, have a record of such an impairment, or is regarded as having such an impairment.

1. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, concentrating, thinking, communicating, reading, sitting, reaching, interacting with others, and working.
2. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, genitourinary, cardiovascular, hemic, lymphatic, musculoskeletal, respirator, circulatory, endocrine, and reproductive functions.

**IV. Disability-Related Inquiries**

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

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

The employer may require the employee to provide a fitness-for-duty certification from an appropriate medical provider whenever the employer has reason to believe the employee may be unable to perform the essential functions of his/her job.

## **V. Confidentiality of Medical Records**

Under the ADA, medical information obtained in connection with the reasonable accommodation process must be kept confidential. This means that all medical information that the employer obtains in connection with a request for reasonable accommodation must be kept in files separate from the individual's personnel file.

This includes the fact that an accommodation has been requested or approved and information about functional limitations. It also means that any employee who obtains or receives such information is strictly bound by these confidentiality requirements.

The ADA Coordinator may share certain information with an employee's supervisor or other agency official(s) as necessary to make appropriate determinations on a reasonable accommodation request. Under these circumstances, the ADA Coordinator will inform the recipients about these confidentiality requirements. The information disclosed will be no more than is necessary to process the request. In certain situations, the ADA Coordinator will not necessarily need to reveal the name of the requestor and/or the office in which the requestor works, or even the name of the disability.

In addition to disclosures of information needed to process a request for accommodation, other disclosures of medical information are permitted as follows:

- supervisors and managers are entitled to whatever information is necessary to implement restrictions on the work or duties of the employee or to provide a reasonable accommodation;
- first aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment or assistance in evacuation; and
- government officials may be given information necessary to investigate the agency's compliance with the Rehabilitation Act.

## **VI. Accommodation**

### **1. Assignment of an ADA Coordinator**

The County Human Resources Director shall serve as the District's ADA Coordinator.

### **2. Accommodation for Applicants**

Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with the employer, the ADA Coordinator shall determine whether the applicant's condition constitutes a disability under the disability laws. The employer's ADA Coordinator shall then determine whether the request for accommodation for a covered disability is reasonable or if another



type of accommodation can be provided. In making that determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose an undue hardship on the employer.

### **3. Accommodation Process and Determination**

When the employer has some objective reason to believe an employee may need some type of accommodation to perform his/her essential job functions, the employer must initiate an interactive process with the employee to find out what accommodation the employee might need. Also, whenever an employee approaches his/her supervisor, the employer's ADA Coordinator, or any other manager within the employer requesting some type of accommodation, the employer will initiate the interactive process.

After a request for accommodation has been made, the next step is for the parties to begin the interactive process to determine what, if any, accommodation should be provided. This means that the individual requesting the accommodation and the employer must communicate with each other about the request, the precise nature of the problem that is generating the request, how a disability is prompting a need for an accommodation, and alternative accommodations that may be effective in meeting an individual's needs.

The employer will contact the employee within 10 business days after the request is made to begin discussing the accommodation request. In some instances, the employer may need to get information to determine if an individual's impairment is a "disability" under the ADA and this policy or to determine what would be an effective accommodation. Such information may not be necessary if an effective accommodation is obvious, if the disability is obvious (e.g., the requestor is blind or a paraplegia) or if the disability is already known to the employer (e.g., the requestor previously asked for an accommodation and information submitted at that time showed a disability existed and that there would be no change to the individual's medical condition).

Communication is a priority throughout the entire process, but particularly where the specific limitation, problem, or barrier is unclear; where an effective accommodation is not obvious; or where the parties are considering different forms of reasonable accommodation. Both the individual making the request and the decision maker should work together to identify an effective accommodation.

When a third party (e.g., an individual's doctor) requests accommodations on behalf of an employee, the employer should, if possible, confirm with the employee that s/he wants a reasonable accommodation before proceeding. Where this is not possible, for example, because the employee has been hospitalized in an acute condition, the employer will process the third party's request if it seems appropriate (e.g., by granting immediate leave) and will consult directly and as soon as possible with the individual needing the accommodation.

The ADA Coordinator may need to consult with other personnel (e.g., an employee's supervisor, Information Technology staff, etc.) or outside sources to obtain information necessary to make a determination about the request. The employer expects that all staff will give a high priority to responding quickly to a request of the ADA Coordinator for information or assistance. Any delays by employer personnel may result in failure to meet required timeframes and may be

grounds for disciplining the employee to whom the request for information was made.

**a. Reassignment**

There are specific considerations in the interactive process when an employee needs, or may need, a reassignment.

- Generally, reassignment will only be considered if no accommodations are available to enable the individual to perform the essential functions of his or her current job, or if the only effective accommodation would cause undue hardship.
- In considering whether there are positions available for reassignment, the ADA Coordinator will work with the employee requesting the reassignment to identify: (1) current vacant positions within the employer for which the employee may be qualified, with or without reasonable accommodation; and (2) positions which ADA Coordinator has reason to believe will become vacant within 15 days from the date the search is initiated and for which the employee may be qualified.

**b. Requests for Medical Information**

If a requestor's disability and/or need for accommodation are not obvious or already known, the ADA Coordinator is entitled to ask for and receive medical information showing that the requestor has a covered disability that requires accommodation. A disability is obvious or already known when it is clearly visible or the individual previously provided medical information showing that the condition met the qualifications under the ADA. It is the responsibility of the employee to provide appropriate medical information requested by the employer where the disability and/or need for accommodation are not obvious or already known.

Only the ADA Coordinator may determine whether medical information is needed and, if so, may request such information from the requestor and/or the appropriate healthcare professional. Even if medical information is needed to process a request, the ADA Coordinator does not necessarily have to request medical documentation from a health care provider; in many instances the requestor may be able to provide sufficient information that can substantiate the existence of a "disability" and/or need for a reasonable accommodation. If an individual has already submitted medical documentation in connection with a previous request for accommodation, the individual should immediately inform the ADA Coordinator of this fact. The ADA Coordinator will then determine whether additional medical information is needed to process the current request.

If the initial information provided by the healthcare professional or volunteered by the requestor is insufficient to enable the ADA Coordinator to determine whether the individual has a "disability" and/or that an accommodation is needed, the ADA Coordinator will explain what additional information is needed. If necessary, the individual should then ask his/her health care provider or other appropriate professional to provide the missing information. The ADA Coordinator may also give the individual a list of questions to give to the health care provider or other

appropriate professional to answer. If sufficient medical information is not provided by the individual after several attempts, the ADA Coordinator may ask the individual requesting accommodation to sign a limited release permitting the ADA Coordinator to contact the provider for additional information. The ADA Coordinator may have the medical information reviewed by a doctor of the agency's choosing, at the employer's expense.

In determining whether documentation is necessary to support a request for reasonable accommodation and whether an employee has a disability within the meaning of the ADA, the ADA Coordinator will be guided by principles set forth in the ADA. Specifically, the ADA directs that the definition of "disability" be construed broadly and that the determination of whether an individual has a "disability" generally should not require extensive analysis. Notwithstanding, the ADA Coordinator may require medical information in order to design an appropriate and effective accommodation.

A supervisor who believes that an employee may no longer need a reasonable accommodation must contact the ADA Coordinator. The ADA Coordinator will decide if there is a reason to contact the employee to discuss whether s/he has a continuing need for reasonable accommodation.

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

**c. Timeframe for Processing Requests and Providing Reasonable Accommodation**

**1. Generally**

The time frame for processing a request (including providing accommodation, if approved) is as soon as possible but no later than 30 business days from the date the request is made. This 30-day period includes the 10-day timeframe in which the ADA Coordinator must contact the requestor after a request for reasonable accommodation is made.

The employer will process requests and, where appropriate, provide accommodations in as short a period as reasonably possible. The timeframe above indicates the maximum amount of time it should generally take to process a request and provide a reasonable accommodation. The ADA Coordinator will strive to process the request and provide an accommodation sooner, if possible. Unnecessary delays can result in a violation of the ADA.

The timeframe begins when a verbal or written request for reasonable accommodation is made, and not necessarily when it is received by the ADA Coordinator. Therefore, everyone involved in processing a request should respond as quickly as possible. This includes referring a request to the ADA Coordinator, the ADA Coordinator contacting a health care provider if medical information or documentation is needed, and for everyone involved to provide technical assistance to the ADA Coordinator regarding issues raised by a request (e.g., information from a supervisor regarding the essential functions of an employee's position,



information from the Information Technology (IT) staff regarding compatibility of certain adaptive equipment).

If the ADA Coordinator must request medical information or documentation from a requestor's doctor, the time frame will stop on the day that the ADA Coordinator makes a request to the individual to obtain medical information or sends out a request for information/documentation, and will resume on the day that the information/documentation is received by the ADA Coordinator.

If the disability is obvious or already known to the ADA Coordinator, if it is clear why reasonable accommodation is needed, and if an accommodation can be provided quickly, then the ADA Coordinator should not require the full 30 business days to process the request. The following are examples of situations where the disability is obvious or already known and an accommodation can be provided in less than the allotted time frame:

- An employee with insulin-dependent diabetes who sits in an open area asks for three breaks a day to test her blood sugar levels in private.
- A supervisor distributes a detailed agenda at the beginning of each staff meeting. An employee with a serious learning disability asks that the agenda be distributed ahead of time because his disability makes it difficult to read quickly and he needs more time to prepare.

## 2. Expedited Processing of a Request

In certain circumstances, a request for reasonable accommodation requires an expedited review and decision. This includes where a reasonable accommodation is needed:

- To enable an applicant to apply for a job. Depending on the timetable for receiving applications, conducting interviews, taking tests, and making hiring decisions, there may be a need to expedite a request for reasonable accommodation to ensure that an applicant with a disability has an equal opportunity to apply for a job.
- To enable an employee to attend a meeting scheduled to occur soon. For example, an employee may need a sign language interpreter for a meeting scheduled to take place in 5 days.

## 3. Extenuating Circumstances

These are circumstances that could not reasonably have been anticipated or avoided in advance of the request for accommodation, or that are beyond the employer's ability to control. When extenuating circumstances are present, the time for processing a request for reasonable accommodation and providing the accommodation will be extended as reasonably necessary. Extensions will be limited to circumstances where they are absolutely necessary and only for as long as required to deal with the extenuating circumstance.

**d. Resolution of the Reasonable Accommodation Request**

All decisions regarding a request for reasonable accommodation will be communicated to an employee verbally and the appropriate forms subject to this policy.

1. If the employer grants a request for accommodation, the ADA Coordinator will provide the ADA Accommodation Approval Form (See Form 205F4) to the requestor, and discuss implementation of the accommodation. The form must be filled out even if the employer is granting the request without determining whether the requestor has a “disability” and regardless of what type of change or modification is approved (e.g., employer grants a three-month removal of an essential function, which is not a form of reasonable accommodation but nonetheless must be specified on the form).
  - A decision to provide an accommodation other than the one specifically requested will be considered a decision to grant an accommodation. The form will explain both the reasons for the denial (See ADA Accommodation Denial Form 205F5) of the individual’s specific requested accommodation and why the employer believes that the chosen accommodation will be effective.
  - If the request is approved but the accommodation cannot be provided immediately, the ADA Coordinator will inform the individual in writing of the projected time frame for providing the accommodation.
2. If the employer denies a request for accommodation, the ADA Coordinator will give the ADA Accommodation Denial Letter (See Form 205F5) to the requestor and discuss the reason(s) for the denial. When completing the form, the explanation for the denial will clearly state the specific reason(s) for the denial. This means that employer cannot simply state that a requested accommodation is denied because of “undue hardship” or because it would be “ineffective.” Rather, the form will state and the ADA Coordinator will explain specifically why the accommodation would result in undue hardship or why it would be ineffective.
  - If there is a legitimate reason to deny the specific reasonable accommodation requested (e.g., the accommodation poses an undue hardship or is not required by the ADA), the ADA Coordinator will explore with the individual whether another accommodation would be possible and reasonable. The fact that one accommodation proves ineffective or would cause undue hardship does not necessarily mean that this would be true of another accommodation. Similarly, if an employee requests removal of an essential function or some other action that is not required by law, the ADA Coordinator will explore whether there is a reasonable accommodation that will meet the employee’s needs.
  - If the ADA Coordinator offers an accommodation other than the one requested, but the alternative accommodation is not accepted, the ADA Coordinator will record the individual’s rejection of the alternative accommodation on ADA Employee Request for Accommodation Form 205F1.

## VII.

### Glossary of ADA-Related Terms and Usage

1. An **“essential function”** is a fundamental job duty of the position held or desired. A function is essential if the job exists to perform that function, a limited number of other employees are available to perform the function, or the function requires special skill or expertise. Determinations as to essential functions must be made on a case-by-case basis and are normally determined based on such factors as:
  - The written job description prepared before advertising or interviewing applicants for the job;
  - In the employer’s judgment, the amount of time spent performing the function;
  - Input as to the actual work experience of past employees in the job or current employees in similar jobs; and
  - The nature of the work operation and the consequences of not having the function performed.

Marginal functions associated with any job should not be considered essential functions. Punctuality and regular work hours may not be an essential function of some jobs. For example, if the job functions can be performed without the presence of a supervisor, adhering to established work hours may not be an essential function. Therefore, reasonable accommodations to the contrary may be necessary.

2. A **“disability-related inquiry”** is a question (or series of questions) likely to elicit information about a disability. Generally, disability-related inquiries are not allowed during the hiring process. Examples of disability-related inquiries not permitted include:
  1. Asking whether the employee/applicant currently has or has ever had a disability, how s/he became disabled, or inquiring about the nature or severity of an employee’s/applicant’s disability;
  2. Asking an employee/applicant a broad question about his/her impairments that is likely to elicit information about a disability;
  3. Asking an employee/applicant whether s/he is currently taking any prescription drugs or medication; and
  4. Asking about an employee’s/applicant’s genetic information.

Other examples of prohibited disability-related questions include, but are not limited to, asking about an employee’s/applicant’s prior workers’ compensation history, and asking an employee’s/applicant’s coworker, family member, doctor, or other person about the employee’s/applicant’s disability.

Questions that are not likely to elicit information about a disability are not prohibited under the ADA. These types of inquiries include asking employees/applicants about their general well-being, whether they can perform the essential job functions, whether they currently use illegal drugs. The employer may also ask an employee, but not a job applicant, about non-disability-related impairments such as how s/he broke his/her arm.

3. A **“medical examination”** is a procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual’s physical or mental impairments or health. Medical examinations include, but are not limited to:
  - Vision tests conducted and analyzed by an ophthalmologist or optometrist; blood, urine, and breath analyses to check for alcohol use;
  - Blood pressure screening and cholesterol testing; nerve conduction tests;



- Range-of-motion tests that measure muscle strength and motor function;
- Pulmonary function tests;
- Psychological tests designed to identify a mental disorder or impairment; and
- Diagnostic procedures such as x-rays, CAT scans, and MRIs.

Procedures and tests that employers may require that are generally not considered medical examinations include:

- Blood and urine tests to determine the current illegal use of drugs;
  - Physical agility and physical fitness tests;
  - Tests that evaluate an employee's/applicant's ability to read labels or distinguish objects as part of a demonstration of the ability to perform actual job functions.
4. Under the ADA, an "employee" is an individual employed by an employer. Generally, an individual is an employee if the employer controls the means and manner of his/her work performance. Where more than one entity controls the means and manner of how an individual's work is done, the individual may be an employee of each entity.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director and will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P206  
EFFECTIVE DATE: 6/21/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Drug and Alcohol-Free Workplace**

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**I. Policy:** The District recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This drug and alcohol-free workplace policy applies to volunteers as well as employees.

**1) The employer is committed to:**

- a) Maintaining a safe and healthy workplace for all employees, and volunteers;
- b) Assisting employees or volunteers who recognize they have a problem with drugs or alcohol in receiving appropriate treatment;
- c) Periodically providing employees and volunteers with information about the dangers of workplace drug abuse; and
- d) When appropriate, taking disciplinary action for failure to comply with this policy.

**2) The employer strictly prohibits the following behavior:**

- a) The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs or prohibited substances by an employee during work hours or on employer premises and in any amount. Prohibited substances include medical and recreational marijuana, the use or possession of prescription medicines for which the individual does not have a valid prescription, and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications contrary to manufacturer instructions, or consumer products not meant for human consumption. In addition, the employer prohibits employees from possessing open containers of alcoholic beverages while on the employer's premises and/or while on duty and from working with a blood-alcohol level of .02 or more at any time.
- b) Bringing alcohol, illegal drugs, and other substances which may impair the safety or welfare of employees or the public onto the premises controlled by the employer or placing in vehicles or equipment operated on behalf of the employer.

- c) Driving an organizational vehicle while on or off duty with a blood alcohol level of 0.02 or more or under the influence of an illegal drug, regardless of the amount.
- d) Public safety personnel performing job-related functions which require possession and/or transportation of such substances are exempt from this section.

**3) Reporting Requirements**

- a. A supervisor who receives information or is a witness to any use of illegal drugs, prohibited substances, or alcohol by an employee which violates District policies or the law, is required to report this information to the Fire Chief or HR Director immediately. The information reported must include:
    - The persons(s) involved, including all witnesses;
    - Any information gathered, such as actual observation of drug /alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;
    - A written record of specific conversations held with the accused and any witnesses;
    - All pertinent facts, including date(s), time(s), and locations(s).
  - b. The supervisor may not conduct a formal investigation, release findings, or administer discipline without specific authorization from the Fire Chief or HR Director to do so.
  - c. An employee who witnesses or obtains information regarding illegal drug/alcohol use by his/her immediate supervisor is required to report the incident to the Fire Chief or HR Director.
- 4) Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law.
- 5) A positive test result for alcohol or drugs will be grounds for disciplinary action, up to and including termination.
- 6) Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399) see policy HR 206A , as well as the employer's Drug and Alcohol-Free Workplace Policy.



- 7) The District receives funding through federal grants and it is therefore subject to the Drug-Free Workplace Act of 1988. Marijuana (including medical marijuana), cocaine, opiates, amphetamines, (including methamphetamines), phencyclidine (PCP), MDMA are considered illegal Schedule I or II drugs through the federal government. All employees must comply with the Drug-Free Workplace Act of 1988 and may not have any detectable level of Schedule I or II drugs in their system while at work. Failure to comply will result in disciplinary action, up to and including termination.
- 8) ~~As provided in NRS 453A, the employer is not required to provide reasonable accommodation for the medical use of marijuana for:~~
- ~~Attorneys, investigators, special investigators or other employees acting in his/her professional or occupational capacity within the District Attorney's Office, and Peace Officers or other employees acting in his/her professional occupational capacity in a law enforcement agency.~~

## **II. Employee Responsibilities**

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

- a. Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.
- b. Employees shall not report to work under the influence of alcohol, illegal drugs, or misused prescription or over-the-counter drugs.
- c. Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from the employer's Employee Assistance Program (EAP) provider, a substance abuse professional or other treatment provider. The employer's medical insurance policy or other preferred programs may provide for payment of some or all of the treatment costs.
- d. It is the responsibility and obligation of employees in safety-sensitive positions to determine, by consulting a health care provider if necessary, whether or not a legal drug s/he is taking may/or will affect his/her ability to safely perform his/her job duties. An employee in a safety-sensitive position whose medication may affect their ability to safely perform their job must contact the HR Director who will attempt to find an appropriate alternative assignment. If no alternative assignment is available, the employee may take sick leave or be placed on a medical leave of absence (if available and the employee otherwise qualifies) or take other steps consistent with the advice of a healthcare provider. If an employee reports to work under the influence of prescription medication and as a result of this action endangers himself/herself or others, the employee will be disciplined, up to and

including termination.

- e. Each employee must report the facts and circumstances of any criminal drug or alcohol conviction that occurred while on duty or which may impact the employee's ability to perform the duties of his/her job. If duties involve driving a vehicle, the employee must report to his/her supervisor a conviction for driving under the influence (DUI), and/or revocation or suspension of the driver's license pending adjudication. Notification to employer must occur before resuming work duties or immediately after the conviction or revocation/suspension. Failure to notify employer will result in disciplinary action, up to and including termination. The supervisor shall immediately forward the notification to the Fire Chief and HR Director.
- f. Employees in safety-sensitive positions identified by the employer as requiring a CDL are subject to random drug and alcohol testing as provided in policy # 206A Vehicle Operators Drug and Alcohol Policy.
- g. Employees must act as responsible representatives of the District and as law-abiding citizens. It is every employee's responsibility to report violations of this policy to his/her immediate supervisor, Fire Chief or HR Director. Such reporting is critical in preventing serious injuries or damage to the employer's property.
- h. Employees who are required to submit to a drug/alcohol test must complete and sign the consent form. Employees acknowledge that by consenting to testing they are waiving any expectation of privacy between the employer and employee in the information provided related to the drug/alcohol test.
- i. Public Safety employees and applicants for Public Safety positions are also subject to pre-employment drug testing.

### **III. Fire Chief Responsibilities:**

- 1) Authorizing the testing of employees.
- 2) Coordinating drug and/or alcohol testing.
- 3) Completion of a required consent form.
- 4) Notifying employees of positive test results and their right to a retest of the same sample.
- 5) Implementing disciplinary action against employees who fail to comply with provisions outlined in this policy.
- 6) Notifying the employer's attorney of an employee's conviction of a federal or state criminal drug and/or alcohol statute violation.

- 7) Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information.
- 8) Identifying safety-sensitive positions.
- 9) ~~Notifying employees in department safety-sensitive positions that they are subject to random drug and/or alcohol testing.~~

**IV Battalion Chief Responsibilities:**

- 1) Determining if reasonable suspicion exists to warrant drug and/or alcohol testing and detailing, in writing, the specific facts, symptoms, or observations that are the basis for the reasonable suspicion.
- 2) Submitting the documentation to the Fire Chief or HR Director.
- 3) Complying with the appropriate provisions outlined in this policy that apply to supervisory personnel.

**V. HR Responsibilities:**

- 1) Providing communication and training on this policy to include a training program to assist supervisors to recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and/or alcohol use by employees and how to take appropriate corrective action.
- 2) Receiving and maintaining employee drug and alcohol testing records and files from all sources and assuring that they are kept confidential.
- 3) Making drug and/or alcohol testing and notice forms available.
- 4) Notifying the Fire Chief of positive results of drug and alcohol tests.
- 5) Administering the contract with a third party to provide drug and alcohol testing services.
- 6) Overseeing the administration of the employer's Drug and Alcohol-Free Workplace Policy.
- 7) Designating safety-sensitive positions.



- 8) In conjunction with the Fire Chief, notifying employees that they are subject to random drug and/or alcohol testing.
- 9) Ensuring the administration of all pre-employment drug testing for positions identified as safety-sensitive (see policy Vehicle Operators Drug and Alcohol Policy # 206A).

## **VI Employee Education**

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

## **VII Employee Assistance and Voluntary Referral**

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

## **VIII. Treatment**

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

## **IX. Searches**

1. If the District suspects that an employee or on-site contractor is in possession of illegal drugs, prohibited substances, alcohol, or contraband in violation of this policy, the employer may search District vehicles parked on the District's or County's property, lockers, desks, and work area. By entering into or being present at a job site while on district time or representing the district in any way, an individual is deemed to have consented to such searches. If an individual is asked to submit to a search and

refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. The District may take whatever legal means consistent with policy that are necessary to determine whether alcohol, prohibited substances, or illegal drugs are located or being used on District property. The District may call upon law enforcement authorities to conduct an investigation if deemed necessary.

2. Searches will be conducted by management personnel or law enforcement authorities and may or may not be conducted in the presence of the person whose property or work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the District's representative conducting the search.

#### **X. Safety Sensitive Positions**

The following positions are deemed Safety Sensitive and shall be subject to random drug/alcohol testing:

- Fire Chief
- Battalion Chief
- Fire Marshal
- Fire Inspector
- Captain
- Firefighter/Paramedic
- Firefighter/AEMT
- Office Manager

*RESPONSIBILITY FOR REVIEW: The Fire Chief and HR Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT**

**NUMBER**

**P205A**

**EFFECTIVE DATE:**

**6/21/22**

**AUTHORITY:**

**BOFC**

**FIRE CHIEF:**

**JL**

**SUBJECT: Reasonable Accommodation for Victims of Domestic Violence**

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## **1.1. Reasonable Accommodation for Victims of Domestic Violence**

### **A. Policy**

It is District's policy to comply proactively with the applicable employment provisions of discrimination laws, including NRS 613, which set forth requirements for employers, absent creating an undue hardship, to provide reasonable accommodation to employees who are victims of domestic violence or whose family or household members are victims of domestic violence. For the purpose of this policy, "family or household members" include the employee's spouse, domestic partner, minor child, parent or other adult person who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time of the act which constitutes domestic violence.

### **B. Accommodation**

1. Whenever a supervisor becomes aware that an employee has a need for an accommodation due to domestic violence, s/he should promptly notify the HR Director.
2. Upon learning of the employee's need for accommodation due to domestic violence, the HR Director shall arrange to meet with the supervisor and the employee to discuss his/her accommodation request, the need for documentation that confirms or supports the reason the employee requires the reasonable accommodations, and the impact of the proposed accommodation on the employer.
3. Reasonable accommodations may include:
  - a. Transfer or reassignment;
  - b. A modified schedule;
  - c. A new telephone number for work; or
  - d. Any other reasonable accommodations which will not create an undue hardship deemed necessary to ensure the safety of the employee, the workplace, the employer or other employees.



### **C. Prohibitions**

The District will not discharge, discipline, discriminate against, in any manner, or deny employment or promotion to, or threaten to take any such action against an employee because:

1. The employee requested accommodation pursuant to this policy; or
2. An act of domestic violence was committed against the employee at the workplace.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and HR Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P204  
EFFECTIVE DATE: 6/21/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Employee Bullying**

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**I. Definition**

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

- a. Verbal abuse;
- b. Offensive conduct/behaviors (including nonverbal, physical, and cyber bullying) which are threatening, humiliating, or intimidating, or
- c. Work interferences, such as sabotage, which prevents work from getting done.

**II. Purpose**

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

**III. Prohibited Conduct**

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

- a. *Verbal Bullying*: Slandering, ridiculing or maligning an employee or his/her family; persistent name calling which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions; or constant criticism.
- b. *Physical Bullying*: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to an employee's work area or property.
- c. *Gesture Bullying*: Non-verbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.
- d. *Cyber Bullying*: Repeatedly tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting an employee using email, instant messaging, text messaging, or any other type of digital technology.
- e. *Workplace Interference*: Sabotaging which prevents work from getting done; deliberately tampering with a person's work area or property; assigning menial tasks outside of a person's normal job duties.

**IV. Dealing with Allegations of Bullying**

a. *Process*

Employees or applicants who believe they are being bullied by another (e.g. employee, customer, vendor, contractor, etc.), as well as those who believe they have witnessed another employee, client, or member of the public being subjected

to bullying behavior, have an affirmative duty to bring the situation to the attention of the District.

b. *Supervisor/Manager Responsibilities*

A supervisor/manager is required to report this information to the EEO Officer (County Human Resources Director), or Fire Chief immediately.

c. *Investigation*

Upon being made aware of allegations or complaints of bullying, the District will ensure that such allegations or complaints are investigated where deemed necessary.

The District will make efforts to ensure that all investigations are kept as confidential as reasonably possible. The District will release information obtained only to those individuals necessarily involved in the investigation and the administration of the complaint, or as required by law. The individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware that the investigation is completed and appropriate action, if any, has been taken.

If it is determined that bullying has occurred, the District will take appropriate action to deter any future prohibited conduct/behavior(s) from occurring.

**V. Prohibition Against Retaliation**

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

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*



**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P202**  
**EFFECTIVE DATE: 6/21/22**  
**AUTHORITY: BOFC**  
**FIRE CHIEF: JL**

**SUBJECT: Anti-Harassment**

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- 1 POLICY:** The Fire District promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's race, color, religion, age, gender, sexual orientation, pregnancy, gender identity or expression, political affiliation, national origin, ancestry, disability, veteran status, membership in the Nevada National Guard, domestic partnership, genetic information, or any other basis prohibited by law.
- 2 PROHIBITED CONDUCT – BEHAVIOR(S):** The District will not tolerate any form of harassment, including any conduct/ behavior(s) on the part of employees, volunteers, clients, customers, vendors, contractors, etc., that impairs an employee's ability to perform his/her duties. Examples of prohibited conduct/behavior(s) include, but are not limited to:
  - Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments.
  - Offensive written communications including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means.
  - Offensive gestures, expressions and graphics including leering, obscene hand or finger gestures, sexually explicit drawings, derogatory posters, photographs, cartoons, drawings, or displaying sexually suggestive objects or pictures.
  - Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement.
  - Expectations, requests, demands, or pressure for sexual favors.
- 3 TRAINING:** The District will provide training every two (2) years to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. New employees will participate in training on the prevention of discrimination and prohibited conduct/behavior(s) within thirty (30) days of hire. A copy of this policy will be made available to applicants upon request.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P208  
EFFECTIVE DATE: 6/21/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Discipline Related to Alcohol and Drug Abuse**

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**I POLICY: Discipline for Violation of District Policy**

1. Employees in violation of the provisions of this policy will be subject to disciplinary action, up to and including termination.
2. An employee may be found to have violated this policy on the basis of any appropriate evidence including, but not limited to:
  - a) Direct observation of illegal use of drugs or use of prohibited substances, prohibited use of alcohol, or possession of illegal drugs, prohibited substances, alcohol, or related contraband;
  - b) Evidence obtained from an uncontested motor vehicle citation, or a conviction for use or possession of illegal drugs or prohibited substances, or for the use of being under the influence, of alcohol on the job;
  - c) A verified positive test result; or
  - d) An employee's voluntary admission.
3. Prior to determining its course of action, the District may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional. The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment.
4. If an evaluation is conducted which results in a recommendation for treatment, continued employment may, but is not required, to be allowed if the recommended treatment is immediately begun and successfully completed. The treatment program may include, but is not limited to, rehabilitation, counseling, and after-care to prevent future substance use/abuse problems. The treatment program will not be at the employer's expense; however, employees may use benefits provided by his/her applicable health insurance coverage. Failure by the employee to enroll within the required timeframe in the recommended treatment program, to consistently comply with the program's requirements, to complete it successfully, and/or to complete any continuing care program shall be grounds for immediate termination from employment.
5. When an employee is required to undergo treatment under this policy, the employee may be required to comply with the following as a condition of continued employment:
  - a) Monitoring of the treatment program and the employee's participation by the employer;
  - b) Submission to return-to-work testing as required under this policy and continuing follow-up testing as provided in the Return-to-Work Testing/Follow-Up Testing, policy P207;

- c) Any other reasonable condition that the employer deems necessary to maintain a safe and healthy workplace for all employees.

Failure by the employee to enroll in a required treatment program, to consistently comply with the program requirements, to successfully complete the program, and/or to complete any continuing care program will be grounds for immediate termination of employment.

- 6. Disciplinary action will also be taken for any job performance or behavior that would otherwise be cause for disciplinary action.
- 7. Confidentiality: Positive test results may only be disclosed to the employee; the appropriate medical and substance abuse treatment providers; the employer's attorney; HR Director; an employer representative necessary to respond to an alleged violation of this policy; individuals within the employer who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and HR Director will review this policy every 5 years or sooner as necessary.*





## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 15 minutes

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval of the transfers within the 2021-2022 Storey County Fire District Budget, pursuant to NRS 354.598005. Transfers from Contingency will be going to the Fire General Fund in the amount of \$147,100 and to the Mutual Aid Fund in the amount of \$58,000. Transfer within the same fund include the Fire Grant Fund in the amount of \$404,000. These transfers will have a net adjustment of \$0.00 in total expenses in the County budget.
- **Recommended motion:** I, \_ Fire Commissioner \_\_, move to approve the transfers within the 2021-2022 Storey County Fire District Budget, pursuant to NRS 354.598005. Transfers from Contingency will be going to the Fire General Fund in the amount of \$147,100, and to the Mutual Aid Fund in the amount of \$58,000. Transfer within the same fund include the Fire Grant Fund in the amount of \$404,000. These transfers will have a net adjustment of \$0.00 in total expenses in the County budget.
- **Prepared by:** Jennifer McCain

**Department:**

**Contact Number:** 7758471133

- **Staff Summary:** This transfer/augment process allows us to amend the current fiscal year budget. The attached documentation lines out the transfers made with the Storey County Budget. The need for such transfers usually come about due to unforeseen circumstances and this process gives us the opportunity to amend the budget using contingency or unused budgeted funds.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

Page: 7  
Schedule B-10



<b>AND ACTIVITY</b>	(4) BUDGET YEAR ENDING 06/30/22 (4)		
	FINAL APPROVED	REVISIONS	AUGMENTED FINAL APPROVED
FUNCTION SUMMARY			
General Government			
Judicial			
Public Safety	6,904,113	147,100	7,051,213
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
Debt Service			
Intergovernmental Expenditures			
<b>TOTAL EXPENDITURES - ALL FUNCTI</b>	<b>6,904,113</b>	<b>147,100</b>	<b>7,051,213</b>
OTHER USES:			
CONTINGENCY (Not to exceed 3% of Total Expenditures all Functions)	209,463	(205,100)	4,363
Transfers Out (Schedule T)			
Transfer Capital Projects	407,141		407,141
Transfer to Grants	50,000		50,000
Transfers to Fire Emergency	42,859		42,859
Transfers to USDA	142,640		142,640
Transfers to TRI Payback	282,500		282,500
<b>SubTotal</b>	<b>1,134,603</b>	<b>(205,100)</b>	<b>929,503</b>
TOTAL EXPENDITURES AND OTHER USES	8,038,716	(58,000)	7,980,716
ENDING FUND BALANCE:	535,980		593,980
<b>TOTAL GENERAL FUND COMMITMENTS AND FUND BALANCE</b>	<b>8,574,696</b>	<b>(58,000)</b>	<b>8,574,696</b>

STOREY COUNTY FIRE PROTECTION DISTRICT 474  
(Local Government)

SCHEDULE B - GENERAL FUND

SCHEDULE B SUMMARY - EXPENDITURES, OTHER USES AND FUND BALAN

<b>REVENUES</b>	(4) BUDGET YEAR ENDING 06/30/22 (4)		
	FINAL APPROVED	REVISIONS	AUGMENTED FINAL APPROVED
Charges for Service			
Other Revenues	485,600		485,600
<b>Subtotal</b>	<b>485,600</b>		<b>485,600</b>
OTHER FINANCING SOURCES:			
Operating Transfers In (Schedule T)			
BEGINNING FUND BALANCE	1,179,240		1,179,240
Prior Period Adjustment(s)			
Residual Equity Transfers			
TOTAL BEGINNING FUND BALANCE	1,179,240		1,179,240
<b>TOTAL RESOURCES</b>	<b>1,664,840</b>		<b>1,664,840</b>
<b>EXPENDITURES</b>			
Public Safety			
Fire			
Salaries & Wages	345,000		345,000
Employee Benefits	30,300	58,000	88,300
Services & Supplies	75,800		75,800
Capital Outlay	34,500		34,500
<b>Subtotal</b>	<b>485,600</b>	<b>58,000</b>	<b>543,600</b>
OTHER USES			
CONTINGENCY (not to exceed 3% of total expenditures)			
Transfers Out (Schedule T)			
Transfer to Fire General	500,000		500,000
Total Expenditures	985,600	58,000	1,043,600
ENDING FUND BALANCE	679,240		621,240
<b>TOTAL COMMITMENTS &amp; FUND BALANCE</b>	<b>1,664,840</b>		<b>1,664,840</b>

STOREY COUNTY FIRE PROTECTION DISTRICT 474  
(Local Government)

Fund: Mutual Aid

<b><u>REVENUES</u></b>	(4) BUDGET YEAR ENDING 06/30/22		
	FINAL APPROVED	REVISIONS	AUGMENTED FINAL APPROVED
Intergovernmental			
Grants	-		-
State	74,950		74,950
Federal	267,188		267,188
<b>Subtotal</b>	<b>342,138</b>		<b>342,138</b>
OTHER FINANCING SOURCES:			
Other Grants	883,487		883,487
Operating Transfers In (Schedule T)			
Transfer from Fire General	50,000		50,000
<b>Subtotal</b>	<b>933,487</b>		<b>933,487</b>
BEGINNING FUND BALANCE	-		-
Prior Period Adjustment(s)			
Residual Equity Transfers			
TOTAL BEGINNING FUND BALANCE	-		-
<b>TOTAL RESOURCES</b>	<b>1,275,625</b>		<b>1,275,625</b>
<b><u>EXPENDITURES</u></b>			
Salaries & Wages	300,876	106,000	406,876
Employee Benefits	170,581	53,000	223,581
Services & Supplies	781,860	(404,000)	377,860
Capital Outlay		245,000	245,000
<b>Activity Subtotal</b>	<b>1,253,317</b>	<b>-</b>	<b>1,253,317</b>
<b>Subtotal Expenditures</b>	<b>1,253,317</b>		<b>1,253,317</b>
<b>ENDING FUND BALANCE</b>	<b>22,308</b>		<b>22,308</b>
<b>TOTAL COMMITMENTS &amp; FUND BALANCE</b>	<b>1,275,625</b>		<b>1,275,625</b>

STOREY COUNTY FIRE PROTECTION DISTRICT 474  
(Local Government)

Fund: Grants





## Storey County Board of County Commissioners

### Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the transfers within the 2021-2022 Storey County Sewer Budget in the amount of \$10,500.
- **Recommended motion:** I, Commissioner, move to approve the transfers within the 2021-2022 Storey County Sewer Budget in the amount of \$10,500.
- **Prepared by:** Jennifer McCain

**Department:**

**Contact Number:** 7758471133

- **Staff Summary:** This transfer/augment process allows us to amend the current fiscal year budget. The attached documentation lines out the transfers made with the Storey County Sewer Budget. The need for such transfers usually come about due to unforeseen circumstances and this process gives us the opportunity to amend the budget utilizing unused budgeted funds.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

PROPRIETARY FUND	(4) BUDGET YEAR ENDING 6/30/2022		
	FINAL APPROVED	REVISIONS	AUGMENTED FINAL APPROVED
OPERATING REVENUE			
Sewer Charges	433,900		433,900
Gold Hill Sewer			
Late Charges			
<b>Total Operating Revenue</b>	<b>433,900</b>		<b>433,900</b>
OPERATING EXPENSE			
Salaries & Wages	133,136	10,500	143,636
Benefits	80,073		80,073
Services & Supplies	112,212	(10,500)	101,712
Capital Outlay			
Depreciation/Amortization			
<b>Total Operating Expense</b>	<b>325,421</b>		<b>325,421</b>
<b>Operating Income or (Loss)</b>	<b>108,479</b>		<b>108,479</b>
NONOPERATING REVENUES			
Grants/Bonds	600,000		600,000
Interest Earned	26,800		26,800
Other Income			
<b>Total Nonoperating Revenues</b>	<b>626,800</b>		<b>626,800</b>
NONOPERATING EXPENSES			
Interest	120,613		120,613
Capital Outlay	600,000		600,000
<b>Total Nonoperating Expenses</b>	<b>720,613</b>		<b>720,613</b>
Net Income before Operating Transfers	14,666		14,666
Transfers (Schedule T)			
In			
Out			
Net Operating Transfers			
<b>CHANGE IN NET POSITION</b>	<b>14,666</b>		<b>14,666</b>

Virginia Divide Sewer  
(Local Government)

Fund: \_\_\_\_\_

	(4) BUDGET YEAR ENDING 6/30/2022 (4)		
	FINAL APPROVED	REVISIONS	AUGMENTED FINAL APPROVED
<b>PROPRIETARY FUND</b>			
<b>A. CASH FLOWS FROM OPERATING</b>			
Cash Inflows:			
Sewer Charges	433,900		433,900
Gold Hill Sewer			
Late Charges			
Cash Outflows:			
Salaries & Wages	-133,136	-10,500	-143,636
Benefits	-80,073		-80,073
Services & Supplies	-112,212	10,500	-101,712
a. Net cash provided by (or used for) <b>operating activities</b>	<b>108,479</b>	<b>0</b>	<b>108,479</b>
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>			
Cash Inflows:			
Bonds	600,000		600,000
Cash Outflows:			
Capital Outlay	(600,000)		(600,000)
b. Net cash provided by (or used for) noncapital financing <b>activities</b>	-		-
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>			
Cash Inflows:			
Transfer from Funds			
Capital Contributed			
Cash Outflows:			
Debt Service	-120,613		-120,613
Interest	-138,445		-138,445
Capital Outlay			
c. Net cash provided by (or used for) capital and related <b>financing activities</b>	<b>-259,058</b>		<b>-259,058</b>
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Cash Inflows:			
Interest Earnings	26,800		26,800
d. Net cash provided by (or used in) investing activities	26,800		26,800
<b>NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)</b>	<b>-123,779</b>	<b>0</b>	<b>-123,779</b>
<b>CASH AND CASH EQUIVALENTS AT JULY 1, 20xx</b>	<b>-33,367</b>		<b>-33,367</b>
<b>CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx</b>	<b>-157,146</b>		<b>-157,146</b>

Virginia Divide Sewer  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

Fund: Virginia Divide Sewer

Page: 4  
Schedule F-2





## Storey County Board of County Commissioners

### Agenda Action Report

**Meeting date:** 6/21/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 5 minutes

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution # 22-653 to augment the Storey County Water Fund, pursuant to NRS 354.598005, in the amount of \$50,000
- **Recommended motion:** I, \_\_ Commissioner \_\_, move to approve Resolution # 22-653 to augment the Storey County Water Fund, pursuant to NRS 354.598005, in the amount of \$50,000
- **Prepared by:** Jennifer McCain

**Department:**

**Contact Number:** 7758471133

- **Staff Summary:** This transfer/augment process allows us to amend the current fiscal year budget. The attached documentation lines out the augmentations for the Storey County Water Fund. The Water Fund revenues were approximately \$50,000 over budget as of 6/10/2022; therefore, to fill the shortfall for an unforeseen emergency software upgrade for the SCADA system and error in budgeting for health insurance, we are to augment the budgeted revenue by \$50,000 and increase the expense budget under Capital Outlay and Benefits by \$50,000.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

RESOLUTION # 22-653

**RESOLUTION TO AUGMENT THE 2021-2022 BUDGET OF STOREY WATER FUND**

WHEREAS, total resources of the **STOREY COUNTY WATER FUND** were budgeted to be **\$690,100** on July 1, 2021; and

WHEREAS, the total available resources are now determined to be **\$740,100**

WHEREAS, said additional unanticipated resources are as follows:

Health Insurance	\$ 2,500
Capital Outlay	\$47,500

WHEREAS, there is a need to apply these excess proceeds in the **STOREY COUNTY WATER FUND**;

Now, therefore it is here by RESOLVED, that Storey County shall augment its 2021-2022 budget by appropriating **\$50,000**, thereby increasing its appropriations for the **WATER FUND** from **\$671,155** TO **\$721,155**. A detailed schedule is attached to this Resolution and by reference is made a part thereof

IT IS FUTHER RESOLVED, that the Storey County Comptroller's Office shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED AND APPROVED THE 21<sup>th</sup> of June, 2022.

AYES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

By: \_\_\_\_\_

**Jay Carmona, Chairman**

**Storey County Board of Commissioners**

ATTEST: \_\_\_\_\_

**Storey County Clerk**

	(4)		(4)
	BUDGET YEAR ENDING 06/30/22		
	FINAL APPROVED	REVISIONS	AUGMENTED FINAL APPROVED
<b>PROPRIETARY FUND</b>			
OPERATING REVENUE			
Water Charges	487,300		487,300
Water Study Surcharge	98,700		98,700
Permit Fee			
Late Charges	5,000		5,000
<b>Total Operating Revenue</b>	<b>591,000</b>	<b>-</b>	<b>591,000</b>
OPERATING EXPENSE			
Salaries & Wages	169,455		169,455
Benefits	78,192	2,500	80,692
Services & Supplies	324,940		324,940
Capital Outlay		47,500	47,500
Depreciation/Amortization			
<b>Total Operating Expense</b>	<b>572,587</b>	<b>50,000</b>	<b>622,587</b>
<b>Operating Income or (Loss)</b>	<b>18,413</b>	<b>(50,000)</b>	<b>(31,587)</b>
NONOPERATING REVENUES			
Capital Contributions			
Interest Earned	78,000		78,000
Rents	12,000		12,000
USDA WTR Loan		50,000	50,000
Miscellaneous			
Transfer from capital projects funds			
Grants and capital contributions	9,100		9,100
<b>Total Nonoperating Revenues</b>	<b>99,100</b>	<b>50,000</b>	<b>149,100</b>
NONOPERATING EXPENSES			
Interest Expense			
USDA WTR Loan PYBK			
Capital Outlay			
<b>Total Nonoperating Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net Income before Operating Transfers	117,513	-	117,513
Transfers (Schedule T)			
In			
Out	98,568		98,568
Net Operating Transfers			
<b>CHANGE IN NET POSITION</b>	<b>18,945</b>		<b>18,945</b>

Storey County  
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION

Fund: Water

Page: 41



	(4)		(4)
	FINAL APPROVED	BUDGET YEAR ENDING 06/30/22	
PROPRIETARY FUND		REVISIONS	AUGMENTED FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING</b>			
Cash Inflows:			
Water Charges	492,300		492,300
Miscellaneous			
Cash Outflows:			
Salaries & Wages	-169,455		-169,455
Benefits	-78,192	-2,500	-80,692
Services & Supplies	-324,948		-324,948
a. Net cash provided by (or used for) operating activities	-80,295	-2,500	-82,795
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>			
Cash Inflows:			
Customer Deposits	\$ -		\$ -
Rents	12,000		12,000
Grants		50,000	50,000
Cash Outflows:			
Capital outlay		-47,500	-47,500
b. Net cash provided by (or used for) noncapital financing activities	12,000	2,500	14,500
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>			
Cash Inflows:			
Capital Contributed	9,100		9,100
Interfund Loan			
Transfer from funds			
Cash Outflows:			
Debt Service	-98,568		-98,568
Interest			
Capital Outlay			
c. Net cash provided by (or used for) capital and related <b>Net Cash (used) by Capital Related Activities</b>	-89,468	0	-89,468
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Cash Inflows:			
Interest Earnings	78,000		78,000
d. Net cash provided by (or used in) investing activities	78,000		78,000
<b>NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)</b>	-79,763	0	-79,763
<b>CASH AND CASH EQUIVALENTS AT JULY 1, 20xx</b>	1,689,221		1,689,221
<b>CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx</b>	1,609,458		1,609,458

Storey County  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

Fund:

Water

Page: 42  
Schedule F-2



**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 15**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Discussion/For Possible Action: First Reading of Bill 132, Ordinance 22-321, text amendments to Storey County Code Title 17 Chapter 17.84 Signs and Billboards, Section 17.84.110. Exempt Signs, M. to allow up to 32 square-feet for signs associated with the national, state or local election processes in all regulatory zones including, but not limited to, the E Estate and R Residential zones, during election seasons set by NRS.

- **Recommended motion:** I [county commissioner] move to approve the First Reading of Bill 132, Ordinance 22-321, text amendments to Storey County Code Title 17 Chapter 17.84 Signs and Billboards, Section 17.84.110. Exempt Signs, M. to allow up to 32 square-feet for signs associated with the national, state or local election processes in all regulatory zones including, but not limited to, the E Estate and R Residential zones, during election seasons set by NRS.

- **Prepared by:** AGENDA\_SUBMITTER

**Department:**

**Contact Number:** 7758471144

- **Staff Summary:** See Attached Staff Report and Bill 132 Ord 22-321

- **Supporting Materials:** See attached

- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

## STOREY COUNTY PLANNING DEPARTMENT

Storey County Courthouse  
26 South B Street, PO Box 176, Virginia City, NV 89440 Phone (775)  
847-1144 – Fax (775) 847-0949  
planning@storeycounty.org



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**To:** Storey County Board of County Commissioners

**From:** Storey County Planning Department

**Meeting Date:** June 21, 2022

**Meeting Location:** Storey County Courthouse, 26 S. B Street, Virginia City, Storey County, Nevada, via Zoom

**Staff Contact:** Kathy Canfield

**File:** 2022-13

**Applicant:** Storey County Planning Department

**Request:** First Reading of Bill 132, Ordinance 22-321, zone text amendments to Storey County Code Title 17, Chapter 17.84 Signs and Billboards, Section 17.84.110.M, Exempt Signs to allow up to 32 square-feet for signs associated with the national, state or local election processes in all regulatory zones including, but not limited to, the E Estate and R Residential zones, during election seasons set by NRS.

### 1. Background & Analysis

At the May 17, 2022, Storey County Board of County Commissioners meeting, the Board addressed recent concerns they have received regarding the size of signs associated with the national, state or local election processes. In particular, the size of election signs appears to be exceeding that which the Storey County sign ordinance identified as being appropriate for residential zones including the E Estate and R Residential zones. The Board directed staff to review the existing code language with the Planning Commission and if appropriate to consider allowing for signs associated with the national, state or local election process to be up to 32 square feet in all zones, including the E and R zones in which such signs currently may only be up to 6 square feet.

Some areas within the county may be also governed by property owner associations, which may be more restrictive than county regulations. Any property owner is required to follow both the county and their property owner association requirements; however, the county does not enforce property owner association requirements.



## 2. Existing Code Language:

- M. Signs associated with the national, state or local election processes shall be consistent with the following:
1. Signs, posters and banners shall not be displayed prior to the first day allowed for the filing of candidacies for election.
  2. Signs, posters and banners may not be placed on private property without the private property owner's permission.
  3. Unsuccessful primary candidates must remove, or cause to be removed, their signs or posters no later than 30 days after the primary election.
  4. All signs, posters and banners associated with national, state or local elections shall be removed no later than 30 days after the general election.
  5. Signs, posters and banners may not be affixed or placed on the public domain. The public domain placement restriction does not apply to signs placed on the county-owned property located as shown in Appendix A. Signs located in these public areas shown in Appendix A shall be permissible up to 32 square feet regardless of the zoning district.
  6. Sign, posters, and banners shall not exceed 6 square feet in area for the R and E zoning districts with the exception of the E-40 zone and 32 square feet in all other zones including the E-40 zone. Signs, posters and or banners may have copy on both sides. Only one side is counted toward the overall allowable sign area.
  7. The sign owner is responsible for knowing the location of the abutting state and county right-of-way and for complying with state and federal regulations.
  8. The county is not responsible for state right-of-way non-compliance or penalties imposed against the sign owner for violation of those regulations.
  9. There is no limit on the number of signs or posters that may be placed on a parcel.
  10. Lighting installed specifically for signs, posters and banners is not allowed.
  11. Signs, posters and banners located near property lines and intersecting driveways and public right-of-ways are allowed outside of the vision clearance triangle as demonstrated in section 17.84.080.G. Any sign located within the vision clearance triangle must have a base that is higher than 8 feet above street grade level or a total height not exceeding 3 feet above street grade level. In instances where a safety or traffic hazard is identified with regard to these requirements, additional or more restrictive conditions may be imposed. Otherwise, setback requirements apply as follows:
    - a. C, CR, E, and R zones - 7 foot clearance setback;
    - b. All other zones – 25 foot clearance setback.

## 3. Discussion

It should be noted that not all comments received by the Board of County Commissioners prior to May 17, 2022, in regards to election sign sizes were desiring for the signs to be larger. Attached to this staff report is correspondence received by the Board of County Commissioners with a concern that signs beyond 6 square feet in R and E zones may be too large.

Storey County government is small and has limited resources to regularly enforce the abundance of political candidate signs exceeding certain area thresholds which are within typical dimensions for such signs. Ideally, the regulations should be something the majority of people find appropriate, is easily defined and can be followed with minimal input from county staff.

The aesthetics of signs is a personal viewpoint, with some people liking minimal, others wanting

their sign of support as large as possible. The election signs are temporary and are installed during election processes every two years. Signs are allowed to go up the day of election filings and must come down within 30 days after the election. Candidates that don't win in the primary election must take their signs down within 30 days of the primary election. After the primary election, many elections signs are removed because the amount of candidates for the associated offices is reduced.

Staff has reviewed the existing language and suggests that allowing all signs associated with the election process to allow a maximum 32 square feet may be appropriate. Having sign area based on zoning of land may be difficult, as zoning is not something that is visible or readily apparent to people physically standing at a site. It is also appears that having the same square footage allowed county-wide is more equitable for all property owners to express their election process views as they seem appropriate. When informally surveying the election signs that have been installed in the County, the overwhelming majority are consistent with being at or under 32 square feet in area.

*Report continues on next page*

#### 4. Proposed Code Language

~~Deleted language~~

##### Chapter 17.84 Signs and Billboards

##### 17.84.110. Section M.

Signs associated with the national, state or local election processes shall be consistent with the following:

1. Signs, posters and banners shall not be displayed prior to the first day allowed for the filing of candidacies for election.
2. Signs, posters and banners may not be placed on private property without the private property owner's permission.
3. Unsuccessful primary candidates must remove, or cause to be removed, their signs or posters no later than 30 days after the primary election.
4. All signs, posters and banners associated with national, state or local elections shall be removed no later than 30 days after the general election.
5. Signs, posters and banners may not be affixed or placed on the public domain. The public domain placement restriction does not apply to signs placed on the county-owned property located as shown in Appendix A. Signs located in these public areas shown in Appendix A shall be permissible up to 32 square feet ~~regardless of the zoning district.~~
6. Sign, posters, and banners shall not exceed ~~6 square feet in area for the R and E zoning districts with the exception of the E-40 zone and~~ 32 square feet ~~in all other zones including the E-40 zone.~~ Signs, posters and/or banners may have copy on both sides. Only one side is counted toward the overall allowable sign area.
7. The sign owner is responsible for knowing the location of the abutting state and county right-of-way and for complying with state and federal regulations.
8. The county is not responsible for state right-of-way non-compliance or penalties imposed against the sign owner for violation of those regulations.
9. There is no limit on the number of signs or posters that may be placed on a parcel.
10. Lighting installed specifically for signs, posters and banners is not allowed.
11. Signs, posters and banners located near property lines and intersecting driveways and public right-of-ways are allowed outside of the vision clearance triangle as demonstrated in section 17.84.080.G. Any sign located within the vision clearance triangle must have a base that is higher than 8 feet above street/grade level or a total height not exceeding 3 feet above street/grade level. In instances where a safety or traffic hazard is identified with regard to these requirements, additional or more restrictive conditions may be imposed. Otherwise, setback requirements apply as follows:
  - a. C, CR, E, and R zones - 7 foot clearance setback;
  - b. All other zones – 25 foot clearance setback.

#### 5. Recommended Motion

In accordance with the recommendation by staff and the Planning Commission, I (commissioner) move to approve the First Reading of Bill 132, Ordinance 22-321, text amendments to Storey County Code Title 17, Chapter 17.84 Signs and Billboards, Section 17.84.110.M, Exempt Signs to allow up to 32 square-feet for signs associated with the national, state or local election processes in all regulatory zones including, but not limited to, the E Estate and R Residential zones, during election seasons set by NRS.



**Bill No. 132**

**Ordinance No. 22-321**

Summary

An ordinance amending provisions of Storey County Code Title 17 to amend the language of Chapter 17.84 Signs and Billboards, 17.84.110 Exempt Signs.

Title

**An ordinance amending provisions of the Storey County Code Title 17** to amend the language of Chapter 17.84 Signs and Billboards, 17.84.110 Exempt Signs.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain as follows:

Chapter 17.84.110.M. Exempt Signs of Chapter 17.84 (Signs and Billboards) of the Storey County Code is hereby amended to provide as follows:

~~Deleted language~~

**Chapter 17.84 Signs and Billboards**

**17.84.110. Section M.**

Signs associated with the national, state or local election processes shall be consistent with the following:

1. Signs, posters and banners shall not be displayed prior to the first day allowed for the filing of candidacies for election.
2. Signs, posters and banners may not be placed on private property without the private property owner's permission.
3. Unsuccessful primary candidates must remove, or cause to be removed, their signs or posters no later than 30 days after the primary election.
4. All signs, posters and banners associated with national, state or local elections shall be removed no later than 30 days after the general election.
5. Signs, posters and banners may not be affixed or placed on the public domain. The public domain placement restriction does not apply to signs placed on the county-owned property located as shown in Appendix A. Signs located in these public areas shown in Appendix A shall be permissible up to 32 square feet ~~regardless of the zoning district.~~
6. Sign, posters, and banners shall not exceed ~~6 square feet in area for the R and E zoning districts with the exception of the E-40 zone and~~ 32 square feet ~~in all other zones including the E-40 zone.~~ Signs, posters and/or banners may have copy on both sides. Only one side is counted toward the overall allowable sign area.
7. The sign owner is responsible for knowing the location of the abutting state and county right-of-way and for complying with state and federal regulations.
8. The county is not responsible for state right-of-way non-compliance or penalties imposed against the sign owner for violation of those regulations.

9. There is no limit on the number of signs or posters that may be placed on a parcel.
10. Lighting installed specifically for signs, posters and banners is not allowed.
11. Signs, posters and banners located near property lines and intersecting driveways and public right-of-ways are allowed outside of the vision clearance triangle as demonstrated in section 17.84.080.G. Any sign located within the vision clearance triangle must have a base that is higher than 8 feet above street/grade level or a total height not exceeding 3 feet above street/grade level. In instances where a safety or traffic hazard is identified with regard to these requirements, additional or more restrictive conditions may be imposed. Otherwise, setback requirements apply as follows:
  - a. C, CR, E, and R zones - 7 foot clearance setback;
  - b. All other zones – 25 foot clearance setback.

Proposed on \_\_\_\_\_, 2022.

by Commissioner \_\_\_\_\_

Passed on \_\_\_\_\_, 2022.

Vote: Ayes: Commissioners \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Nays: Commissioners \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Absent: Commissioners \_\_\_\_\_

\_\_\_\_\_, Chair  
Storey County Board of County Commissioners

Attest:

\_\_\_\_\_  
Doreayne Nevin  
Clerk & Treasurer, Storey County

This ordinance will become effective on \_\_\_\_\_, 2022.

## Draft

~~Deleted language~~

### **Chapter 17.84 Signs and Billboards**

#### 17.84.110. Section M.

Signs associated with the national, state or local election processes shall be consistent with the following:

1. Signs, posters and banners shall not be displayed prior to the first day allowed for the filing of candidacies for election.
2. Signs, posters and banners may not be placed on private property without the private property owner's permission.
3. Unsuccessful primary candidates must remove, or cause to be removed, their signs or posters no later than 30 days after the primary election.
4. All signs, posters and banners associated with national, state or local elections shall be removed no later than 30 days after the general election.
5. Signs, posters and banners may not be affixed or placed on the public domain. The public domain placement restriction does not apply to signs placed on the county-owned property located as shown in Appendix A. Signs located in these public areas shown in Appendix A shall be permissible up to 32 square feet ~~regardless of the zoning district.~~
6. Sign, posters, and banners shall not exceed ~~6 square feet in area for the R and E zoning districts with the exception of the E-40 zone and~~ 32 square feet ~~in all other zones including the E-40 zone.~~ Signs, posters and/or banners may have copy on both sides. Only one side is counted toward the overall allowable sign area.
7. The sign owner is responsible for knowing the location of the abutting state and county right-of-way and for complying with state and federal regulations.
8. The county is not responsible for state right-of-way non-compliance or penalties imposed against the sign owner for violation of those regulations.
9. There is no limit on the number of signs or posters that may be placed on a parcel.
10. Lighting installed specifically for signs, posters and banners is not allowed.
11. Signs, posters and banners located near property lines and intersecting driveways and public right-of-ways are allowed outside of the vision clearance triangle as demonstrated in section 17.84.080.G. Any sign located within the vision clearance triangle must have a base that is higher than 8 feet above street/grade level or a total height not exceeding 3 feet above street/grade level. In instances where a safety or traffic hazard is identified with regard to these requirements, additional or more restrictive conditions may be imposed. Otherwise, setback requirements apply as follows:
  - a. C, CR, E, and R zones - 7 foot clearance setback;
  - b. All other zones – 25 foot clearance setback.






## Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 17, 2021

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of the final canvass of the June 14, 2022, Primary Election results held in and for Storey County, Nevada
2. **Recommended motion:** I \_\_\_\_\_ (commissioner) move to approve the Final Canvass of the June 14, 2022, Primary Election in and for Storey County, Nevada.
3. **Prepared by:** Doreayne Nevin
4. **Department:** Clerk/Treasurer Office **Telephone:** 847-0969
5. **Staff summary:** Results will be made available after the following tally June 20, 2022
6. **Supporting materials:** Report will be provided at the meeting
7. **Fiscal impact:**  
Funds Available: \_\_\_\_\_ Fund: \_\_\_\_\_ Comptroller
8. **Legal review required:**
8. **Reviewed by:**  
 Department Head \_\_\_\_\_  
County Manager \_\_\_\_\_ Department Name: \_\_\_\_\_  
Other agency review: \_\_\_\_\_
9. **Board action:**  
☐ Approved ☐ Approved with Modifications  
☐ Denied ☐ Continued

Agenda Item No.

25





## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/21/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Discussion/Possible Action

- **Title:** For Consideration and possible approval of business license second readings:
- A. Anywhere Repair – Out of County / 405 Gymkhana Ln. ~ Reno, NV
- B. Bonanza Septic Service – Out of County / 157 Cambridge Dr. ~ Dayton, NV
- C. CG&B Enterprises Inc. – Contractor / 221 Sunpac Ave. ~ Henderson, NV
- D. C&L Inspection LLC – Professional / 901 Industrial Dr. ~ W. Sulphur Springs, TX
- E. Eden Home Care - Out of County / 907 Mountain St. ~ Carson City, NV
- F. Get Solarize – Contractor / 4830 W. University Ave. ~ Las Vegas, NV
- G. Gigawatt Operation – Contractor / 4305 Dean Martin Dr. # 150 ~ Las Vegas, NV
- H. Jehova Es Mi Pastor – General / 727 USA Parkway Ste 101 ~ Sparks, NV
- I. Just Because Gifts – General / 54 N. C St. ~ Virginia City, NV
- J. Quality Techniques Engineering – Contractor / 4175 Cincinnati Ave. ~ Rocklin, CA
- K. Squire Enterprises Inc. – Contractor / 17205 W. Opal Ct. ~ Reno, NV
- L. Taco Bell # 38736 – General / 460 USA Parkway ~ Sparks, NV
- M. Top Notch Construction & Development – Contractor / 122 S. Main St. ~ Yerington, NV
- N. T&R Communications Inc. – Contractor / 76 Hardy Dr. ~ Sparks, NV
- O. Wilderness Forestry Inc. – Out of County / 1385 Quilici Ranch Rd ~ Verdi, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

**Department:**

**Contact Number:** 7758470966

- **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 the Commission Meeting. The business licenses are then printed and mailed to the new business license holder.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False



- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

# Storey County Community Development

110 Toll Road ~ Gold Hill Divide  
P O Box 526 ~ Virginia City NV 89440



(775) 847-0966 ~ Fax (775) 847-0935  
CommunityDevelopment@storeycounty.org

To: Dore Nevin, Clerk's office  
Austin Osborne, County Manager

**June 13, 2022**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 21, 2022**

COMMISSIONERS Consent Agenda:

## **SECOND READINGS:**

- A. Anywhere Repair** – Out of County / 405 Gymkhana Ln. ~ Reno, NV
- B. Bonanza Septic Service** – Out of County / 157 Cambridge Dr. ~ Dayton, NV
- C. CG&B Enterprises Inc.** – Contractor / 221 Sunpac Ave. ~ Henderson, NV
- D. C&L Inspection LLC** – Professional / 901 Industrial Dr. ~ W. Sulphur Springs, TX
- E. Eden Home Care** - Out of County / 907 Mountain St. ~ Carson City, NV
- F. Get Solarize** – Contractor / 4830 W. University Ave. ~ Las Vegas, NV
- G. Gigawatt Operation** – Contractor / 4305 Dean Martin Dr. # 150 ~ Las Vegas, NV
- H. Jehova Es Mi Pastor** – General / 727 USA Parkway Ste 101 ~ Sparks, NV
- I. Just Because Gifts** – General / 54 N. C St. ~ Virginia City, NV
- J. Quality Techniques Engineering** – Contractor / 4175 Cincinnati Ave. ~ Rocklin, CA
- K. Squire Enterprises Inc.** – Contractor / 17205 W. Opal Ct. ~ Reno, NV
- L. Taco Bell # 38736** – General / 460 USA Parkway ~ Sparks, NV
- M. Top Notch Construction & Development** – Contractor / 122 S. Main St. ~ Yerington, NV
- N. T&R Communications Inc.** – Contractor / 76 Hardy Dr. ~ Sparks, NV
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Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office