

AGREEMENT BETWEEN
THE COUNTY OF
HUMBOLDT AND THE
HUMBOLDT COUNTY
EMPLOYEES
ASSOCIATION

2020-2021

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1. PARTIES AND THEIR AUTHORIZED AGENTS

1.1. *Parties*

This agreement is entered into, July 6, 2020 by and between the County of Humboldt (hereinafter referred to as “County”), and the Humboldt County Employees Association (hereinafter referred to as “Association” or “HCEA”). Provisions of this Agreement that require changes in terms and conditions of employment shall be effective July 1, 2020 except where another date is identified. Changes in payroll items shall be effective at the beginning of a payroll period.

1.2. *Authorized Agents*

For the purpose of administering the terms and provisions of this agreement, the following agents have been designated:

County’s principal authorized agent shall be:

County Manager
HUMBOLDT COUNTY
County Courthouse, Room 205
Winnemucca, NV 89445

Association’s principal authorized agent shall be:

President
HUMBOLDT COUNTY EMPLOYEES ASSOCIATION
50 West 5th Street
Winnemucca, NV 89445

2. ASSOCIATION RECOGNITION AND DUES DEDUCTION

2.1. *Exclusive Representation*

The Employer recognizes the Association as the sole collective bargaining agent for all full-time employees and regular part-time employees of the County within job classifications covered by this Agreement who are presently employed and subsequently hired by the Employer at its location in Nevada

2.2. *Bargaining Unit Defined*

The classifications included in the bargaining unit are listed in the attached Appendix “A” and, by reference, incorporated herein and made a part of this Agreement unless designated confidential under NRS 288.170.

2.3. *Dues Deduction*

The parties agree that for good consideration, the County will provide payroll deduction to the Association on the following terms:

2.3.1. *Authorization*

The County shall deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on a biweekly basis, provided, however, no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any Association restrictions on the employee’s right to terminate his/her dues deduction authorization. No

stated restriction shall require the employee to remain a member beyond the end of the calendar month of the employee's action to terminate such status.

2.3.2. Amount of Dues

The Association shall certify to the County in writing the current rate of membership dues. The Association will notify the County of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

2.3.3. Indemnification

The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and all other forms of liability or costs which shall arise out of or by reason of action taken or not taken by the County at the request of the Association under the provisions of this Article or through the proper execution of this Article.

2.4. Stewards

The Association may select up to four (4) stewards from among members of the Association. The function of the stewards shall be to report to their Association President grievances or alleged infractions of the Agreement and represent employees who request representation. The Association shall notify the County in writing of the employees selected to serve as stewards.

2.4.1. Association Representatives Role

Authorized Association representatives shall be granted reasonable access at reasonable times to those areas of County premises where employees represented by the Association are employed when such visits are necessary for the administration of this Agreement. If the Association business is of a nature which requires that it be conducted during the representative's work time, the representative shall notify his/her supervisor before leaving his/her work assignment of the estimated length of time which will be required and provide a statement that the nature of the business requires immediate attention. It is agreed that such representatives will conduct their business as expeditiously as possible and in a manner that will minimize interference with the County's business. Before an Association representative enters the work area, the representative shall notify the supervisor responsible for the area and receive permission to enter. Such permission shall not be unreasonably denied. The Association representative who may be authorized entry shall be the stewards and the business representative, as certified in written form by the Association to the County.

2.5. Bulletin Board

The Association may add its own Bulletin Boards (3'x3') at the following locations for communications with their members: Road Department, Library, Convention Center, in addition to the one already hanging in the Courthouse. No postings shall be political, defamatory or negative toward any County official or employee.

2.6. Meetings

The Association, upon proper notification to and approval from the County Manager, will be allowed to hold Association meetings on County property to conduct Association business.

2.7. Unit Membership

County agrees to provide the HCEA with a list of unit employees in July and a list of changes every three (3) months thereafter during the contract period. The list shall include Employee Name, Department and Job Classification.

3. NON-DISCRIMINATION

3.1. Non-Discrimination

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

3.2. Appeal of Alleged Violations

Alleged violations of these provisions shall not be appealable to any outside third party using the grievance procedure of this Agreement. Any appeal beyond the County Manager's level shall be to the body empowered by Federal or State statute for the purpose of resolving such disputes.

4. EMPLOYER RIGHTS

Employer retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Employer and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to assign, repair, inspect, and retrieve Employer property and space; to create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; upon reasonable suspicion of impaired ability on the job, to require employee physical examinations and tests endorsed by a physician and paid for by the Employer; to hire, transfer, promote, and maintain the discipline and efficiency of its employees (but excluding the right to assign or transfer as a form of discipline); to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt new or changed rules of conduct and penalties for violation thereof after negotiating same with the Association in accordance with NRS 288.150; to determine the type and scope of work to be performed by employees and the services to be provided; to take action deemed necessary to provide for the safety of employees and clients; to classify positions; to establish initial salaries of new classifications after notification to the Association; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

5. PROCEDURE FOR FILLING VACANCIES

5.1. Posting

The County shall post all County employment vacancies for a period of not fewer than five (5) working days in order to afford interested employees the opportunity of applying for a lateral transfer or promotion, as appropriate. Such postings shall list the desired classification for the position involved, the geographic location of the initial assignment and the working hours if different from the normal work week.

5.2. Association Copy

The County shall provide the Association with a copy of job vacancy announcements.

5.3. Applications

Employees interested in being considered for the position shall submit an application to the department head responsible for filling the vacancy.

5.4. Consideration

All employee applicants for positions shall be considered in determining the best-qualified candidate. Factors to be considered in making the selection will include:

- Performance on written, oral and practical examinations
- County Service
- Appropriate education and knowledge
- Relevant training
- Past performance
- Work habits including attendance and punctuality
- Other job-related factors

6. PROBATIONARY PERIOD

6.1. Probationary Status

All unit employees shall serve a probationary period of one full year from actual date of hire, during which time they may be released without notice, reason or right of appeal. The length of initial probation period shall be equivalent to one year of full-time service.

6.2. Review During Probationary Period

The performance of an employee serving a twelve-month probationary period shall normally be reviewed no later than five (5) months after initial hire and eleven (11) months after hire. During the final month of the probationary period, the employee's department head shall make a written recommendation for retention of the employee beyond the probationary period. If no such recommendation is received by the

appointing authority prior to the end of the employee's probationary period, the employee shall be released from County service.

6.3. Probationary Period Upon Promotion or Transfer

All employees promoted to a position of higher responsibility or transferred to another position shall serve a probationary period of twelve (12) months in the new position. During the probationary period, the employee shall normally be reviewed no later than five (5) months after promotion or transfer and at eleven (11) months after promotion or transfer. Regular employees who have transferred or promoted to another County position who fail to successfully complete their probationary period will be placed in lay-off status and may exercise recall rights under the Layoff Article 23 of this Agreement.

6.4. Voluntary Request to Return from Promotion

An employee who has accepted a promotion and then, within 30 working days of appointment to the new position, requests to return to his/her old position, shall be returned to the position formerly held at the first opportunity when the position is vacant and to be filled, provided such vacancy occurs within one year of the employee's request to return to his/her former position.

7. WAGES AND MONETARY BENEFITS

7.1. Wages.

Wages for unit positions shall be as shown in Appendix B.

7.1.1. Fiscal Year 2020-2021.

Effective and retroactive to the pay period containing July 1, 2020, the County agrees to increase the amounts listed in this unit's salary schedule by a 2% Cost of Living Adjustment (COLA).

7.1.2. Merit Advancement and Cost of Living Adjustment Consideration.

All percentages are approximate and will be conformed to an hourly wage schedule.

7.1.3. Merit Pay

Effective and retroactive to the pay period containing July 1, 2020, Merit pay will be at the 2.5% step range.

7.2. Public Employees Retirement System

7.2.1. Employee Participation

All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.

7.2.2. County Contribution

The County agrees to contribute for each employee covered by this agreement the NRS mandated rate to PERS for the term of this Agreement.

7.2.3. Nevada Legislature Mandated Increases

Increases in the PERS contribution rate which are mandated by the Nevada Legislature shall be paid for by the party or parties designated in such action. If the Nevada Legislature is silent with respect to who is responsible to pay contribution increases, subsection 7.2.4. shall apply.

7.2.4. Nevada Legislature Undesignated Contribution Increases

If the Nevada Legislature does not designate whether the employee or the County is to pay for the increase in contributions to PERS, the County shall pay the increased contribution. Payment of the employee's portion of the contribution increase shall be made by an equivalent reduction in pay or, if such an increase coincides with a scheduled increase, by reducing the equivalent of a scheduled basic salary increase or cost of living increase, or both. Should an increase be more than a total of one and one-half percent (1.5%), the parties agree to meet and confer regarding the impact of the increase upon the wage adjustments provided in this agreement.

7.2.5. Nevada Legislature Undesignated Decreased Contribution Rates

If the Nevada Legislature does not designate the distribution of decreased rates, if any, decreases in the contribution rate shall be equally shared and shall be credited by increasing the pay schedule by the amount equal to ½ the prescribed reduction.

7.3. Longevity

7.3.1. Longevity Steps.

Each person who has served in step ten (10) of his/her assigned range for at least one (1) year shall be eligible to receive a one (1) percent step increase through Range L10 of the attached wage chart for standard or above performance on each successive anniversary date.

7.3.2. Longevity Bonus.

Employees covered by this agreement are eligible for longevity bonuses as follows:

- A. *20 Years.* On the first pay period after completing 20 years of continuous County service, employees shall be paid a \$1,000.00 one-time payment in recognition of that service.
- B. *25 Years.* On the first pay period after completing 25 years of continuous County service, employees shall be paid a \$1,500.00 one-time payment in recognition of that service.
- C. *30 Years.* On the first pay period after completing 30 years of continuous County service, employees shall be paid a \$2,000.00 one-time payment in recognition of that service.

7.4. Pay Days

The County will continue the current bi-weekly pay period system. Payroll periods end at midnight every other Sunday. Paydays will be the Friday following the end of the payroll period. Should a payday fall on a holiday, paydays will be the day preceding the holiday.

7.5. Annual Merit Review

7.5.1. Merit Steps

Employees who achieve “meets standard” in their overall annual performance ratings will be eligible for advancement to the next higher step of the range or longevity steps.

7.5.2. Eligibility

Each employee is eligible for an annual merit salary step after the completion of twenty-six (26) complete payroll periods of employment if the employee has demonstrated standard or above standard job performance as contemplated in 7.4.1 and as determined by the employee’s supervisor and department head or his/her designee. The merit increase shall be granted upon completion of an approved performance appraisal form by the supervisor recommending approval by the County Manager and receipt of that approval. When approved, the increase shall be effective on the first of the pay period following the employee’s anniversary date of current position. If performance appraisals are completed post appraisal date recommending approval, the merit increase will be retroactive to first pay period following the employee’s anniversary date at current position. Performance appraisals will ordinarily be completed within thirty (30) days prior to the completion of twenty-six (26) payroll periods. The content of a performance appraisal and any decisions based upon such content may be appealed only through the grievance procedure to the County Manager level. The decision of the County Manager shall be final and binding.

7.5.3. Merit Review Date

If an employee is promoted or demoted to a new position that results in a salary increase or decrease of five percent (5%) or more, then a new anniversary date for current position will be established.

7.6. Date of Hire

The term “date of hire” is defined as the actual date an employee first renders paid service in a regular position. The salary anniversary date is adjusted for leaves of absences without pay in excess of thirty (30) days and for breaks in regular County service.

7.7. Call Back

Any unscheduled work required of an employee for which an employee is unexpectedly required by his/her department head or department head’s designee to return to his or her place of employment shall be at least two (2) hours in duration at the earned rate of pay for the purpose of compensation.

7.7.1. Reporting for Call Back

Employees required to report for work within one (1) hour before their regular reporting time shall be compensated in accordance with the Overtime Compensation Article of this Agreement.

7.7.2. Premium Pay

Premium Pay for any additional hours worked during any call back shall be paid in accordance with the eligibility provisions of the Overtime Compensation, Article 15, of this Agreement.

7.8. Standby

Standby duty shall be assigned in writing and shall be compensated at the rate of \$2.00 per hour served in accordance with this section.

1. An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a callback minimum.
2. Situations which allow employees to remove themselves from standby duty by passing it onto another employee shall not be considered standby.
3. Standby duty is defined as that circumstance which requires the employee so assigned to:
 - A. Be ready to respond within 20 minutes to calls for service, and
 - B. Be readily available at all hours by telephone, or other communication devices, and
 - C. Refrain from activities which might impair the employee's ability to perform assigned duties upon call.

7.9. Education Incentive

The County will reimburse each employee for the cost of registration and books for job-related class work which is part of the requirement for completion of a major for an Associates or Bachelor college degree which is directly related to the employee's current County employment or if not in pursuit of a degree, classes directly related to the employee's current County employment, provided all of the following conditions are met:

7.9.1. Request for Participation in Education Incentive Program

The employee must request and receive approval for reimbursement prior to beginning the class or degree program. Requests shall be submitted to the County Manager and shall be considered for approval subject to the conditions of this section. As part of the request, employees must provide evidence of enrollment in a class or program to the County Manager.

7.9.2. Education Incentive Program Funding and Employee Expectations

- A. Class work will be completed on the employee's own time.
- B. The total reimbursement paid by the County to all employees for education under this section in any fiscal year shall not exceed twenty thousand dollars (\$20,000.00), nor shall any employee be reimbursed more than three thousand dollars (\$3,000.00) in any fiscal year. Classes will be approved for reimbursement on a first come first paid basis, based on the date of initial application for approval, until funds are exhausted.
- C. Reimbursement shall be for actual cost of tuition and registration for a class in an amount not to exceed five hundred dollars (\$500.00) per class. Employees shall present evidence of completion of the course with a grade of "B" or better and evidence that verifies that credits received by the completed course will go towards satisfying approved degree requirements.
- D. Non-graded classes are not eligible for book reimbursement.

7.9.3. English, Spanish, or Sign Language Course Incentive

An employee who completes two (2) successive college level English, Spanish, or Sign language courses may be reimbursed for the registration, tuition and book costs directly related to the courses upon completion of the second (intermediate level) course, provided that each of the conditions listed above are met.

7.10. *Shift Differential*

Shift differential pay shall be paid to Sheriff's Office Dispatchers and Central Control Employees beginning with the pay period containing July 1, 2018 at the rate of \$2.00 for all hours worked between 6:00 p.m. and 6:00 a.m. on a regularly scheduled shift in which at least four hours of the shift worked fall between those hours.

7.11. *Dispatcher and Central Control Training Pay*

Employees below the rank of Dispatch and Central Control Supervisor are eligible to receive training pay when all of the following conditions are met:

- A. The employee assigned a training dispatcher or central control operator must be certified by the Sheriff to have met standards for training dispatcher and central control operator formally established by the Sheriff; and
- B. The Sheriff has formally established standards which the employee receiving training must meet during the training period; and
- C. The employee has been assigned by the Sheriff or his/her designee to serve as a training dispatcher or central control operator for a particular employee and is actually performing training duties.

7.11.1. *Training Dispatcher and Central Control Operator Pay Amount*

Those employees assigned in writing by the Sheriff as training dispatchers or central control operator who are eligible for training pay will be paid an additional two dollars (\$2.00) per hour for each eligible hour.

7.11.1.1. *Section Interpretation*

This section shall not be interpreted to restrict the Sheriff's authority to make any training assignment for which compensation is not required by this section.

7.12. *Working Above Classification*

When an employee is ordered in writing to fill a higher classification outside the employee's assigned series because of the absence or incapacitation of the incumbent of the higher classified position, the employee shall be entitled to an increase of five percent (5%) in salary for the time performing under such order under the following conditions:

1. When the employee has worked in the higher classified job for a minimum of eleven (11) consecutive working days, in which case the increase in salary shall take effect on the twelfth (12th) consecutive day, or
2. When an employee has not qualified under Section 7.10.1 above, but accumulates over fifteen (15) work days in an authorized acting capacity within the same fiscal year, in which case the increase in salary shall take effect on the first day of the payroll period in which the sixteenth (16th) day of such assignment occurs.
3. Such above classification assignment must have the prior approval of the Department and the County Manager.

7.13. *Requests for Consideration of Reclassification*

Each year during November, the County will accept written requests for reclassification from a unit employee who believes s/he is inappropriately classified with regard to the duties he/she is normally required to perform. Such request shall include a description of the normal duties being performed by that employee that are significantly different from those of the employee's current classification and at a higher level in the case of an request to be reclassified to a higher class. An individual employee may only make such a request once every three years.

7.13.1. *Request for Consideration of Reclassification Steps*

1. Requests for Reclassification shall be forwarded to the County Manager's office with a copy to the Department Head.
2. The County Manager shall review the request and consider the budgetary implications of the requested change and discuss the merits of the requested action with the employee's Department Head. Should the Administrator and the Department Head be convinced that the request merits further review, the Administrator will arrange for an appropriate audit of that and any other affected positions. The employee must be notified of any action to be taken by the employer, including the job audit, within a reasonable period of time, not to exceed one hundred twenty (120) days of the employee's request. If the audit recommends a change in classification and such recommendation is approved by the Commission, such reclass shall be effective no later than the beginning of the following budget year.
3. Should the request be denied at any stage, the employee shall be eligible to submit another reclassification request after two years from date of submission. No other recourse shall be available to the employee or the Association.

8. HEALTH AND WELFARE BENEFITS

8.1. *County Contribution to Cost of Health and Accident Insurance*

The County will contribute up to a maximum of one thousand twenty two dollars (\$1022.00) per month toward a full-time eligible employee's group health benefits for FY 2018-2019. The County will contribute up to a maximum of one thousand twenty two dollars (\$1022.00) per month toward a full-time eligible employee's group health benefits for FY 2019-2020. Any increase above the stated amounts both parties will meet and negotiate regarding the increase. Both parties will meet and negotiate any increase above the stated amounts.

8.1.1. *Benefits Eligible for County Contribution*

The County's contribution will be the cost of the employee's premium up to the maximum contribution amounts set out herein. The County contribution must be used, at the employee's option, to cover costs associated with health care, dental, vision, and basic life insurance. The total maximum contribution may only be applied to health care, vision, life, and/or dental benefits subject to health care, vision, life, and dental plans available to employees. The total maximum contribution may also be applied to County sanctioned supplemental insurance providers, unless otherwise prohibited by IRS rules and regulations.

8.1.2. County Contribution towards High Deductible Health Plan with an Associated Health Savings Account

For employees that choose to participate in a high deductible health care plan with an associated Health Care Savings Account; as offered by the County, the County will contribute the difference between the cost of an employee premium under the County's standard health care plan and the premium for the employee's high deductible plan to the employee's Health Care Savings Account. Contributions of the difference between the two plans will be made by the County on a monthly basis.

8.1.3. Amounts beyond the County's Contribution

The employee shall pay any amount beyond the County's contribution.

8.1.4. County Contribution to membership in Care Flight's Flight Plan

The County will pay the \$30.00 per household annual membership rate. If more than one employee lives in the same household only 1 membership will be paid.

8.2. Eligibility for Health Insurance Programs

Employees shall be eligible for contribution toward health insurance premiums beginning with the first day of the month following completion of thirty (30) days of employment. For insurance purposes all persons working for the County are required under the County's policy to be regularly employed in order for the employee to be insured. Eligibility for County health insurance benefits is only provided to unit employees that are regularly employed by the County thirty (30) hours or more per week and who have made application and have been issued a Certificate of Insurance.

8.3. Insurance Benefits Review Committee.

- A. The parties agree to continue the Insurance Benefits Review Committee, which will meet annually to consider alternatives to the current coverage and insurance providers offered by the County. The Committee shall include representatives of all County employees and of County management. The Association shall be entitled up to four representatives on the Committee. The options to be considered by the committee shall be limited to changes which are within the per employee payments for health insurance provided by the County in this agreement and the "125" plan.
- B. The Committee will review each of the types and levels of coverage currently paid for by the County including medical/hospitalization, vision and dental insurance.
- C. The Committee will recommend by consensus what available insurance will be purchased within the available negotiated monthly contribution made by the County. The Committee may recommend continuation or change in any coverage or provider except those to which the County is committed by contract. The Committee will determine the extent to which the money available will be used to purchase additional insurance for employees only or to contribute to the cost of dependent health coverage. Amounts recommended for contribution toward the cost of dependent coverage may include money, which would not otherwise be spent during the fiscal year because some employees are not eligible for dependent coverage.

8.4. Detention Facility Benefits

County will pay for needed hepatitis inoculations and tuberculosis tests for all employees working in the Detention Center facility.

8.5. *Dependent Coverage*

An eligible employee may include his/her dependents under the County's group health insurance by arranging for the appropriate payroll deduction to provide coverage. The County will contribute any portion of the monthly contribution not required for employee coverage toward the cost of dependent health insurance coverage. The County will also provide a "125 Plan" through which employees may pay dependent insurance premiums not covered by County contributions.

8.6. *Workers' Compensation Insurance*

All employees are automatically covered by approved Worker's Compensation insurance for on-the-job accidents and occupational diseases. Requirements of applicable laws governing Workers' Compensation benefits shall be followed. See Article 11 for details.

8.7. *Unemployment Compensation.*

Public employees are covered by Nevada Unemployment Insurance Program.

8.8. *Retirement*

All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286. Any increases or decreases in the contribution rate required pursuant to NRS 286 shall be divided equally between employee and County or as otherwise required.

8.9. *Commercial Drivers Licenses Physical Examinations*

Employees who are required by their employment to maintain a commercial driver's license, shall have the required physical examination performed by a physician designated and paid for by the County.

9. ANNUAL LEAVE

9.1. *Accrual*

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

9.2. *Schedule of Accrual of Annual Leave*

<i>Years of Continuous Service</i>	<i>Hours Earned Per Hours Paid</i>	<i>Max. Hours Per Year</i>	<i>Max. Hours Carryover</i>
<i>1st thru 2nd</i>	<i>.0385</i>	<i>80</i>	<i>192</i>
<i>3rd thru 5th</i>	<i>.0462</i>	<i>96</i>	<i>240</i>
<i>6th thru 10th</i>	<i>.0577</i>	<i>120</i>	<i>240</i>
<i>11th thru 15th</i>	<i>.0769</i>	<i>160</i>	<i>240</i>
<i>16th thru 20th</i>	<i>.0846</i>	<i>176</i>	<i>240</i>
<i>21st thru 24th</i>	<i>.0923</i>	<i>192</i>	<i>240</i>

25 th and more	.0962	200	240
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Only regular hours paid shall effect annual leave accrual. Carryover of annual leave shall be judged as of the end of the pay period that includes December 31st of each year. New accrual rate will take affect the start of the pay period following the anniversary date.

9.3. Accrual During Probation

Each employee shall accrue annual leave during his/her probationary period, but shall not be allowed to use annual leave until the employee has been employed continuously for at least six (6) months.

9.4. Accrual of Leave While on Leave

Annual leave will continue to be credited to all persons while regularly employed by the County when an employee is on annual leave. However, accrual of annual leave will cease upon termination or when an employee is placed on leave without pay.

9.5. Approval for Use of Annual Leave

All annual leave will be taken at a time as approved by the employee's department head. Annual leave requests will be submitted by seniority for each calendar year and must be in by January 31st of that year. Rescheduling of prescheduled leave shall be approved by the Department Head when the new schedule can be accommodated without undue disruption of department services subject to 9.5.1 below.

9.5.1. Annual Leave Conflicts.

Conflicts between annual leave requests submitted in accordance with this section shall be resolved by the department head, approving those leaves that were submitted first in chronological order.

9.6. Carry-over of Annual Leave to Following Year

All annual leave not taken in excess of the applicable maximum carryover hours will be forfeited at the end of the pay period which includes December 31st of each year. A ninety (90) day extension may be granted by the County Manager solely for reasons of County convenience and if no violation of NRS 245.210 are foreseeable. Any request for an extension must be submitted and approved prior to December 31. Should any employee be prevented by the County from using the leave for which the extension was granted, the County would pay off such leave.

9.7. Payment on Separation

Employees who have completed at least six (6) months of continuous service and leave the County service shall be paid for accrued, but unused annual leave.

9.8. Payment on Death

If an employee dies who was entitled to accumulated annual leave under the provisions of this Article, the heirs of such deceased employee shall be paid an amount of money equal to the number of unused hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.

9.9. Part-time employees

A regular part-time employee is defined as an employee working on a regular schedule less than forty (40) hours per week. Regular part-time employees accumulate or earn length of service credit for annual

leave purposes based on actual number of years of continuous and uninterrupted service, whether such service is entirely part-time or mixed part-time and full-time during any year or portion of a year. For purposes of this section, a regular part-time employee beginning service on May 1 of a year is considered to have one (1) year of service beginning May 1 of the next succeeding year, two (2) years of service beginning May 1 of the next succeeding year, etc., even though the employee only works on a part-time basis and accrues the benefits on a pro-rated basis.

9.10. *Interrupted Service*

Any individual with five (5) consecutive years of employment with the County who terminates and then is re-employed by the County within one (1) year from date of termination shall receive credit for prior years service in determining the appropriate category for annual leave benefits. Notwithstanding the foregoing, such an individual is subject to the probationary status requirements.

10. SICK LEAVE

10.1. *Entitlement*

All unit employees who are employed on a continuous full-time basis shall be credited with sick leave according to the schedule below. Part-time employees who work at least twenty (20) hours per week shall earn sick leave credits on a prorated basis, based on hours worked in the pay period. Employees working fewer than twenty (20) hours per week will not accrue sick leave credits.

10.2. *Sick Leave Accrual*

Effective July 1, 2020, eligible employees shall accrue sick leave at the rate of .0577 hours for each hour worked up to a maximum accrual of 120 hours per year. Only regular hours worked shall affect sick leave accrual. Maximum accrual shall not exceed 980 hours. Employees with more than 980 hours accrued shall not accrue sick leave until their balance drops below 980 hours.

10.3. *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 provide medical care for an ill or injured dependent child, spouse/domestic partner, or parent who resides in the employee's household. Medical care includes accompanying a dependent child, spouse/domestic partner, or parent who resides in the employee's household to medical appointments.
- d. Medical or dental appointments for the employee; provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day.
- e. Any disability.

10.4. *Evidence of Authorized Usage*

The department head or his/her designee shall approve sick leave only after having ascertained that the absence was for an authorized reason, and the employee may be required to provide substantiating evidence at any time. Malingering or proven abuse of sick leave privileges shall be grounds for termination from County employment. A doctor’s certificate of illness may be required at any time, but must be presented to the department head or his/her designee for any absence over three (3) consecutive working days when reason exists to suspect that abuse has occurred or when there is need to verify fitness to return to work.

10.5. *Sick Leave Payoff*

Employees with accrued, unused sick leave may, at the time of separation, select one (1) of the following options for reimbursement:

A. Cash payment upon separation of service:

Any employee who resigns in good standing after providing the County with proper notice or is laid off shall be entitled to payment, not exceeding the total sum of Three Thousand Dollars (\$3,000.00), for unused sick leave according to the schedule set forth below. If a sick leave payoff is received as a result of layoff, and the employee is later reinstated, only that sick leave not converted to retirement service credit or paid off at the time of the layoff will be reinstated and the amount of the payoff and the maximum payoff at any future separation from the County will be reduced by the amount paid at the time of layoff.

<i>Years of Employment with the County</i>	<i>Percent of Accrued Unused Sick Leave for Payment</i>
<i>0-4</i>	<i>20%</i>
<i>5-10</i>	<i>35%</i>
<i>11- 20</i>	<i>50%</i>
<i>20 or more</i>	<i>60%</i>

B. Conversion to Retirement credit upon separation:

In lieu of (A) above, an employee, with ten (10) or more years of continuous and uninterrupted service with the County and who is eligible to purchase retirement service credit under the Public Employees Retirement System (PERS) may, at his or her option, convert unused sick leave into service credit under PERS; subject to the following conditions and limitations as set out within Article 10.5.1 below:

10.5.1. *Conversion to Retirement credit prior to retirement*

An employee who is eligible to purchase retirement service credit under the Public Employees Retirement System (PERS) may convert accrued, unused sick leave into retirement credit prior to retirement under the following conditions only:

1. An employee must maintain a sick leave hour balance of at least 480 hours of accrued unused sick leave to be eligible to convert to PERS credit.
2. An employee can only convert hours in excess of 480 (in increments of 8 hours), and conversion is limited to a maximum annual limit of 280 hours.
3. PERS will convert dollars into service credit. **Note:** *1 hour of sick leave may not equal 1 hour of service credit.*

4. Purchase of service credit under this provision must comply with PERS policies and procedures.
5. To convert sick leave under this provision, employees must submit a written request to the County Manager within the thirty (30) day window for conversion requests. The conversion request window will open on November 1st and close on December 1st. For requests for conversion to be eligible for conversion, all written requests must be received by the County Manager on or before December 1st, requests received after December 1st will not be considered timely and eligible for conversion under this provision.
6. Only sick leave actually accrued by an employee on or before December 1st will be subject to conversion under this provision.
7. If the employee meets all the conditions set forth in this section, then the County will deduct the amount of sick leave designated on the employee's written request which is eligible for conversion from the employees account and proceed to purchase retirement service credit from PERS.
8. Employees may convert up to a maximum of 980 hours of accrued sick leave during the complete term of their employment with the County.
9. Employees may only convert sick leave to service credit 5 times prior to retirement.
10. Timely and eligible requests for conversion will be processed by the County in accordance with PERS policies and procedures.

10.6. *Accrual of Leave While on Leave*

Sick leave will continue to be credited to all persons while regularly employed by the County regardless of whether an employee is on sick or annual leave. However, accrual of sick leave will cease upon termination or when an employee is placed on leave without pay.

10.7. *Accrual During Probation*

Each employee shall accrue sick leave during his/her probationary period but shall not be allowed to use sick leave until the employee has been employed continuously for at least three (3) months.

10.8. *Leave Sharing*

An employee who has more than 200 hours of sick leave accrued may donate sick leave to an employee or employees who are on sick leave for catastrophic illness pursuant to the following restrictions:

- A. The employee receiving the sick leave must have exhausted all of his/her available paid leave including all sick leave and annual leave.
- B. The employee receiving the sick leave may not be on leave for an on-the-job injury covered by Workers' Compensation Insurance.
- C. The employee giving the sick leave must do so in writing and in blocks of eight (8) hours and shall not exceed 120 hours in any fiscal year. The sick leave being given shall be indicated be on a form provided by the County. (Appendix C.)
- D. The grant of sick leave must be irrevocable to the employee that donated the leave. If the leave is not used for the purpose donated it shall be donated to the catastrophic leave bank.
- E. If a donation is made by an employee at a different pay rate than the receiving employee, pursuant to N.R.S. 245.210.4, the donated time shall be converted into money at the hourly rate of the donor and the money shall then be converted into sick leave at the hourly rate of salary of the recipient.
- F. The total hours donated to an employee shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts his/her paid leave pursuant to subsection

10.8.1 and either the employee's return to work or the employee's eligibility for disability insurance.

- G. Last Resort Bank. Retiring employees may donate unpaid sick leave hours to the catastrophic sick leave bank so long as the donation does not cause the bank to exceed 1000 hours. Such leave will be available in amounts and for catastrophic purposes as determined by the County Manager.
- a. "Catastrophe" means: (1) The employee is unable to perform the duties of his/her position because of a serious illness or accident which is life threatening or which will require a lengthy convalescence; (2) There is a serious illness or accident which is life threatening or which will require a lengthy convalescence in the employee's immediate family.
- H. The final decision as to whether any leave sharing will be allowed will rest with the County Manager or his/her designee who will review the type of illness/injury to insure it is catastrophic, prior leave usage by the employee requesting leave, and other matters as may be pertinent. The decision of the County Manager or his/her designee is final.

11. INJURY ON DUTY LEAVE

11.1. *Injury on Duty*

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

11.2. *Coordination of Benefits*

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

12. OTHER LEAVES

12.1. *Bereavement Leave*

A regular, full-time or part-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of five (5) days or forty (40) hours of bereavement leave per each occurrence. Bereavement leave longer than five (5) days or forty (40) hours may be charged to accumulated annual leave, up to a maximum of two (2)

additional days or sixteen (16) additional hours, with the advance approval of the Department Head. Employees who are not regular full-time or part-time employees may take up to five (5) days or forty (40) hours of bereavement absence without pay. Supervisors or managers may require evidence of attendance at the funeral. (Appendix B is a chart, which defines the degree of consanguinity and affinity.)

12.2. *Interruption of Service*

Leave benefits which may be lost by an employee due to termination or interruption of County employment may be restored (repurchased) upon request by the department head and authorization by the County Commissioners.

12.3. *Military Leave Under Federal Law*

12.3.1. *Policy*

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

12.3.2. *Notice and Notification*

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

12.3.3. *Salary and Benefits*

12.3.3.1. *Leave Without Pay*

- a. Humboldt County will treat the employee the same as any other employee on leave without pay.
- b. The employee may choose to use annual leave and compensatory time, if any, before going on leave without pay.

12.3.3.2. *Health Insurance*

There is no impact to the employee's insurance coverage, including life insurance that is included in the health insurance package. Humboldt County and employee premium payments or obligations, if any, remain unchanged for 30 days. Employee may then continue coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either 24 months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is less (see Reemployment, Section 12.3.4. below). Humboldt County must reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods. An employee

who takes up to 90 days after leaving the military before commencing his/her reemployment may stay on the military health insurance; however, it is the employee's responsibility to verify the continuation, scope, and duration of coverage.

12.3.3.3. Seniority

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

12.3.3.4. Retirement

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

12.3.3.5. Death or Disability

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

12.3.3.6. Other Leave

Humboldt County must count time served in the military when calculating the employee's Family Medical Leave Act eligibility.

12.3.4. Reemployment

1. An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly reemployed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:
 - a. Service of one to 30 days: The beginning of the next regularly-scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.
 - b. Service of 31 to 180 days: Application for reinstatement must be submitted not later than 14 days after completion of military duty.
 - c. Service of 181 or more days: Application for reinstatement must be submitted not later than 90 days after completion of military duty.

2. The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and Humboldt County must make reasonable accommodations for the impairment.
3. Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same Humboldt County. Time spent in National Guard and reservist training does not count towards the five-year period.

12.4. *Military Leave Under Nevada Statute*

12.4.1. *Policy*

Public officers and/or employees who are active members of the United States Army Reserve, United States Naval Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, or the Nevada National Guard are entitled to leave to serve under orders including, without limitation, orders for training or deployment, as provided in NRS 281.145.

12.4.2. *Procedure*

- a. Upon employee's or public officer's request, Humboldt County must relieve employee or public officer of duties with pay to serve under orders for training or deployment for a period of not more than the number of hours equivalent to 15 working days in a 12 month period.
- b. Humboldt County is not required to pay the public officer's or employee's salary after 15-working days (or hours equivalent).
 1. Public officer's or employee's accrued vacation time may not be deducted during the leave. If public officer or employee requests additional time beyond 21 working days, public officer or employee may choose to use annual leave and compensatory time, if any, before going on leave without pay. The employer will treat the public officer or employee the same as any other employee on leave without pay.
 2. The 12-month period designated by Humboldt County in number 1 above is a calendar year.

12.4.3. *Additional Paid Military Leave*

In addition to the 15 working days of compensation for leave of absence for military duty as covered under NRS 281.145, the County will also provide and additional six (6) days of paid military leave without loss of the employee's regular compensation or accrued eligible leave. The additional days of paid military leave will adhere to the same use cycle as the mandated 15 working days of compensation for leave of absence for military duty.

12.5. *Military Leave Bank*

12.5.1. *Definition.*

Leave time that full-time employees who are members of the military reserves or Nevada National Guard may choose to bank for use during active military duty in order to remain in full pay status. The source of this leave time is annual leave hours above the carryover maximum, floating holiday, or sick leave hours accrued in excess of 480 hours.

12.5.2. *Eligibility.*

A full-time employee who is a member of the organized reserve forces of any of the armed services of the United States or of the Nevada National Guard may carry forward all accrued annual leave hours in excess of 240 hours, floating holiday, or any sick leave hours accrued in excess of 480 hours to be retained as Military Bank leave. When the yearly carry-over adjustments to annual leave are made at the end of the pay period which includes December 31st of each year, the amount of leave in excess of the allowable carry-over amount shall be added to the eligible employee's Military Leave Bank if that employee has submitted a request to the County Manager during the conversion request window. Hours over the normal carryover limits retained as Military Bank leave may be used only during active military duty and only after exhausting other available paid military leave. Military Bank leave may not be paid out or credited in any other form to the employee. It is either used during active military duty or it lapses upon termination or retirement.

12.5.3. *Payment on Death.*

If an employee dies during active military duty, the employee's heirs of such deceased employee shall be paid an amount of money equal to the number of unused Military Bank leave hours donated to the employee's personal Military Leave Bank, multiplied by the hourly rate of such deceased employee.

12.5.4. *Conversion Request Window.*

To convert qualifying leave hours under this provision, employees must submit a written request to the County Manager within the ninety (90) day window for conversion requests. The conversion request window will open on September 1st and close on December 1st. For requests for conversion to be eligible for conversion, all written requests must be received by the County Manager on or before December 1st, requests received after December 1st will not be considered timely and eligible for conversion under this provision.

12.5.5. *Using Military Bank Leave.*

An eligible full-time employee whose excess annual leave has been retained as Military Bank leave may apply any such banked leave at the beginning of active military duty after exhausting other available paid military leave. Employees beginning active military duty should indicate their request to use Military Bank leave, and other accrued leave, on their Military Leave Worksheet form prescribed by the County. Military Bank leave may be applied to the period of absence due to active military duty in the same way that other accrued leave is applied. Regular payroll deductions will continue. An employee on active military duty may choose to retain all or part of his or her Military Bank leave. The balance will remain available for use only during future periods of active military duty.

12.5.6. *Compensatory Leave.*

At the employee's option, all or part of compensatory leave balances held at the beginning of active military duty may be:

1. Applied to the period of absence due to military service;
2. Paid as allowed at the time of placement on leave without pay; and/or
3. Retained until reinstatement from military leave without pay. Retained compensatory leave will be available for use in accordance with the agreement.

12.5.7. *Leave Sharing.*

An employee who has more than 200 hours of annual leave accrued may donate annual leave to an employee or employees who are on military leave pursuant to the following restrictions;

1. The employee receiving the annual leave must have exhausted all of his/her available paid military leave and leave qualified for Military Bank use.
2. The employee giving the leave must do so in writing and in blocks of eight (8) hours and shall not exceed 80 hours in any fiscal year. The sick leave being given shall be indicated on a form provided by the County.
3. The granting of annual leave must be irrevocable.
4. If a donation is made by an employee at a different pay rate than the receiving employee, pursuant to NRS 245.210.4, the donated time shall be converted into money at the hourly rate of the donor and the money shall then be converted into annual leave at the hourly rate of salary of the recipient.
5. The total hours donated to an employee shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts his/her paid leave.
6. Retiring and Voluntarily Separating employees may donate unpaid annual leave hours to the general military leave bank so long as the donation does not cause the bank to exceed 2000 hours.

12.6. *Leave of Absence Without Pay*

Any unit employee, upon written application to his/her department head or his/her designee, may be granted leave of absence without pay, subject to approval as stated below. Such leave shall not exceed one (1) year.

12.6.1. *Approval – Less Than 30 Days*

Leaves of absence without pay not exceeding 30 days may be granted by the department head.

12.6.2. *Approval – More Than 30 Days*

For leaves of absence without pay in excess of thirty (30) days, the employee must obtain the approval of the County Manager. Humboldt County may grant a leave in excess of thirty (30) days following written certification by the employee to Humboldt County that the leave is consistent with the intent of this section. Humboldt County reserves the right to not require the use of all accrued paid leave credits, depending upon the nature and type of leave without pay taken by the employee.

12.7. *Family and Medical Leave Act Compliance*

12.7.1. *Policy*

Public entities are covered under the Family and Medical Leave Act (FMLA) will comply with the requirements of the FMLA and advise employees if they meet all the FMLA eligibility requirements. Humboldt County must provide employees Form WHD-1420 Employee Rights and Responsibilities Under the Family and Medical Leave Act and are also required to post and keep posted this notice in a conspicuous place that can readily be seen by employees and applicants alike, even if no employees are eligible.

(Note: Entities that have less than 50 employees are not required to provide FMLA leave to their employees as employees will not be independently eligible as listed in 12.7.2. Entities that want to extend this benefit to employees are encouraged to do so by revising their sick leave policies rather than offering FMLA.)

12.7.2. Eligibility

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

12.7.3. Compensation During Leave

FMLA leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. If an employee requests leave for the employee's own serious health condition, for the serious health condition of the employee's spouse, child, or parent, to provide military caregiver leave, or exigency leave, the employee **must** use all of his/her accrued paid annual leave, sick leave (if it qualifies under employers sick leave use requirements), compensatory time leave, and personal time off as part of the FMLA leave. When substituting accrued paid leave, the employee must comply with the Humboldt County procedural requirements, terms, and conditions of the paid leave policy as appropriate; the remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, compensatory time and personal leave as appropriate, in the rights and responsibilities notice Form WH-381: Notice of Eligibility and Rights & Responsibilities.

12.7.4. Intermittent or Reduced Schedule Leave

When medically necessary (as distinguished from voluntary treatments and procedures) or for any qualifying exigency, leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by Humboldt County. Employees needing intermittent leave or reduced schedule leave must make a reasonable effort to schedule their leave so as not to disrupt unduly Humboldt County's operations. If leave is foreseeable, Humboldt County may require an employee on intermittent leave or reduced schedule leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the 12-week entitlement only by the actual time used. When an employee, who was transferred, no longer needs intermittent or reduced scheduled leave, the employee must be placed in the same or equivalent position held prior to when the leave commenced.

12.7.5. *Duration of and Reasons for Leave*

12.7.5.1. *Duration of Leave*

Any eligible employee, as defined above, may be granted a total of 12 weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period (see exception for Military Caregiver Leave as provided in section 12.7.5.3 below). This period is measured backward from the date an employee uses any FMLA leave. A “week” is defined as a calendar week, regardless of the number of days the employee normally works. Twelve weeks does not entitle a part-time employee working three days a week to 60 leave days, but rather 12 weeks.

12.7.5.2. *Reasons for Leave*

FMLA may be granted for the following reasons:

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

12.7.5.3. *Conditions for Leave*

a. Serious Health Condition

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

- Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.
 - Continuing treatment by (or under the supervision of) a health care provider for a period of incapacity of more than three consecutive full calendar days, combined with at least two visits to a health care provider within 30 days of the first day of incapacity or one visit to a health care provider requiring a regimen of continuing treatment, e.g., prescription medication.
- b. Exigency Leave Short-term notice deployment (deployment in seven or less calendar days)
- Military events and activities
 - Childcare and school activities
 - Family support or assistance programs
 - Financial and legal arrangements
 - Counseling
 - Service member’s rest and recuperation leave (limited to 15 calendar days for each instance)
 - Post-deployment activities
 - Parental leave for the spouse, son, daughter, or parent of a military member to care for the military member’s parent who is incapable of self-care. The leave may be used for arranging for alternate care, providing care, admitting or transferring the patient to a care facility, or attending a meeting with care facility staff.
 - Additional activities arising out of active duty that Humboldt County and employee agree upon.

c. Covered Active Duty:

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

12.7.6. *Limitations of Leave*

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

Employees may not take more than a combined total of 12 weeks for all FMLA qualifying reasons listed above in Section 12.7.5.2.

12.8. *Military Caregiver Leave*

12.8.1. *Policy*

An eligible employee, as defined in 12.7.2. above, may be granted a total of 26 weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period to provide caregiver leave for a seriously ill or injured covered service member or veteran who is the employee's spouse, son, daughter, parent, or next of kin. This period is always measured forward from the date an employee takes FMLA leave to care for the covered service member or veteran and ends 12 months after that date.

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

12.8.2. *Eligibility*

The Covered Service member under the Military Caregiver leave must be:

- a. A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious illness or injury that;
 - Was incurred by the covered service member in the line of duty on active duty in the Armed Forces, or
 - Existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and
 - May render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- b. A covered veteran is an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period* prior to the

first date the eligible employee takes FMLA leave to care for the covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is;

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

*The period between 10-28-09 and 3-8-13 is excluded in the determination of the five-year period.

12.8.3. *Limitations of Leave*

Employees cannot take more than a combined total of 26 weeks for military caregiver leave or because of other FLMA qualifying reasons as provided in 12.7.5. A husband and wife both working for the same employer are limited to a combined total of 26 weeks of FMLA military caregiver leave.

12.8.4. *Notice of Leave*

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

Within five business days (absent extenuating circumstances) of receiving notice that 1) an employee requests to use FMLA leave, or 2) Humboldt County acquires knowledge that a leave may be for a FMLA-qualifying reason, Humboldt County will complete Form WH-381 Notice of Eligibility and Rights and Responsibilities. Completion of this form will designate if an employee is eligible for FMLA or if an employee is not eligible, the reason(s) why he or she is not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. Humboldt County may require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee. Employees cannot waive nor may Humboldt County induce employees to waive their rights under FMLA.

12.8.5. *Certification of Leave*

12.8.5.1. *Certification Forms*

- a. Serious health condition
 - A request for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be supported by completion of Form WH-380-E – Certification of Health Care Provider for Employee's Serious Health Condition or Form WH-380-F-Certification of Health Care Provider for Family Member's Serious Health Condition completed by the health care provider. (Note: Attach the employee's current job description to Form 380-E when it is sent to the employee's health care provider.)
- b. Exigency leave
 - Employees requesting FMLA leave for qualifying exigency are required to complete Form WH-384 Certification of Qualifying Exigency for Military Family Leave and provide copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status.
- c. Caregiver leave
 - Employees requesting FMLA leave for military caregiver leave are required to complete Form WH-385 Certification of Serious Injury or Illness of Covered Service member for Military Family Leave or WH-385 V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave within 15-calendar days, absent extenuating circumstances. Employees may also submit invitational travel orders (ITO's) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill service member at his/her bedside in lieu of forms WH-385 or WH-385-V.

12.8.6. *Incomplete or Insufficient Certification (cure period)*

If a certification is incomplete or insufficient, the employee will be given seven calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. If the deficiencies specified by Humboldt County are not cured in the resubmitted certification, Humboldt County may deny the taking of FMLA leave. A certification that is not returned to Humboldt County is no considered incomplete or insufficient, but constitutes a failure to provide certification.

12.8.7. *Clarification or Authentication of certification*

Humboldt County may contact the employee's health care provider for the purpose of clarification or authentication after giving the employee an opportunity to clarify specific discrepancies. Only Humboldt County (agency to specify individual who is another health care provider, human resource professional, leave administrator, or management official, other than the employee's direct supervisor), may contact the health care provider.

12.8.8. *Second and Third opinions*

If Humboldt County questions the validity of the certification, Humboldt County may require, at its expense, the employee obtain a second opinion from a health care provider designated by Humboldt County. If the second opinion conflicts with the original opinion, Humboldt County may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved

jointly by Humboldt County and the employee. This third opinion will be considered final and binding on both parties.

Second and third opinions are not permitted for leave to care for a covered service member when the certification has been completed by a Department of Defense or Department of Veterans Affairs health care provider. However, second and third opinions are permitted when the certification has been completed by other health care providers as provided for by law.

Second and third opinions are not allowed on a fitness for duty certification.

12.8.9. *Recertification*

In instances where the minimum duration of leave anticipated by the original certification is more than 30 days, Humboldt County may require the employee to recertify that the original medical condition still exists. Such requests can be made no more frequently than the minimum duration of the leave requested (e.g., 40 days) or once every six months in connection with an absence.

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

Recertifications are not permitted for leave to care for a covered service member.

12.8.10. *Annual Medical Certification*

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

12.9. *Designation Notice*

Within five business days (absent extenuating circumstances) of receipt of all required information, Humboldt County will make a determination if employee's request for leave is for an FMLA-qualifying reason. Humboldt County will complete Form WH-382 -Designation Notice indicating if leave is approved or not and provide to employee.

If Humboldt County cannot make a determination from the information provided, they will use this form to:

- Indicate the information presented is incomplete or insufficient and provide the employee seven calendar days to provide complete information.
- Provide notice to an employee if a second or third medical certification is required.

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

12.9.1. *Benefits Coverage During Leave*

During a period of FMLA leave, an employee will be retained on Humboldt County's health plan under the same conditions that would apply if the employee was not on FMLA leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to

make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

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

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

12.9.2. Outside Employment

An employee may not accept other employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; e.g., an employee is on FLMA leave due to a back injury and accepts a job requiring heavy lifting. All other requirements of Humboldt County's outside employment policy apply.

12.9.3. Periodic Reporting

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

12.9.4. Change in Duration of Leave

1. Return Prior to Expiration

If an employee wishes to return to work prior to the expiration of the approved FMLA leave period, s/he must notify the supervisor within two business days prior to the employee's planned return. Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee's ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to the employee's own serious health condition. Employees required to present a fitness-for-duty certification may be delayed in restoration to employment until certification is provided. Second and third opinions are not allowed on a fitness-for-duty certification.

2. Request an Extension of Leave

An employee who requests an extension of FMLA leave due to the continuation of a qualifying exigency, care for service member, continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to Humboldt County. This written request should be made as soon as employee realized that s/he will not be able to return at the expiration of the leave period. Any additional time requested beyond the FMLA 12-week period (or 26-week period for caregiver leave) will not be considered as FMLA. Rather, such time, if approved

by Humboldt County, will be characterized as either paid or unpaid leave, thereby ending Humboldt County’s reinstatement obligations included in Section 12.7.2.

12.9.5. *Return from Leave*

Upon returning to work, an employee on FMLA leave will be restored to his/her most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. Humboldt County cannot guarantee that an employee will be returned to his/her original job. Humboldt County will determine whether a position is an “equivalent position” as defined by FMLA. Employee’s right to restoration, however, ceases at the end of the applicable 12-month FMLA leave year.

Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee’s ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to the employee’s own serious health condition. Employees required to present a fitness-for-duty certification may be delayed in restoration to employment until certification is provided. Second and third opinions are not allowed on a fitness for duty certification.

Key employees may be denied job restoration if such denial is necessary to prevent substantial and grievous economic injury to the operations of Humboldt County and the employee was given written notice they were considered a key employee at the time they gave notice of FMLA leave or when the leave commenced.

12.9.6. *Failure to Return from Leave*

Failure of an employee to return to work upon the expiration of an FMLA leave of absence will subject the employee to disciplinary action, up to and including termination, unless Humboldt County has granted an additional (paid or unpaid) extension. (Note: Refer to Humboldt County’s other leave policies.) Nothing in this policy limits Humboldt County’s obligations of reasonable accommodation under the Americans with Disabilities Act, as amended.

13. HOLIDAYS

13.1. *Holidays Enumerated*

The following days are declared to be legal holidays for County government offices:

- | | |
|-------------------------------|----------------------------|
| New Year’s Day | Nevada Day |
| Martin Luther King’s Birthday | Veterans Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |

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

13.2. *Observance of Legal Holidays*

All County offices close on the above listed legal holidays. If January 1, July 4, November 11, or December 25 falls on a Saturday, the Friday before is observed as the legal holiday. If any of such days falls on a Sunday, the Monday after is observed as the legal holiday. Holidays are recognized as eight (8) hours in length, regardless of work schedule. For employees on schedules providing 24-hour coverage, a holiday shall be recognized as the actual legal holiday, not the day observed by persons working a five-day, forty-hour work week on a Monday through Friday schedule.

13.3. *Floating Holiday*

In addition to the holidays listed above, employees who have completed one (1) full year of County employment will receive one (1) eight (8) hour floating holiday per calendar year. Such holiday must be used within the calendar year or it will be lost. An employee must schedule the use of the floating holiday with their immediate supervisor in the same manner as annual leave and receive approval prior to its usage.

13.3.1. *Payment of Floating Holiday upon Voluntary Termination of Employment*

Upon voluntary termination from County employment, a maximum of eight (8) hours of unused floating holiday time will be paid off at the employee's regular rate of pay.

13.4. *Holiday Pay*

Holiday pay shall be equal to the straight time pay normally received for the employee's regular shift assignment but shall not exceed eight (8) hours per holiday.

13.5. *Holidays Not Worked*

Eligible employees who are not required to work on a recognized holiday shall receive holiday pay for the shift they normally would have worked.

13.6. *Holidays Worked*

The employee shall be compensated two and one-half times ($2\frac{1}{2}$) times the normal rate of pay for the first eight hours worked. Those hours worked in excess of eight hours shall be paid in the normal rate of pay.

13.7. *Holiday During Annual Leave*

Should a paid holiday fall during an employee's vacation the employee will receive holiday pay rather than have such day charged against vacation pay.

13.8. *Holiday Pay for Part-Time Employees*

Regular part-time employees shall receive holiday pay on a pro-rated basis when they would be normally scheduled and available to work on the holiday in question. When a holiday falls on a part-time employee's regularly scheduled day off, the employee is not eligible for holiday pay.

14. HOURS

14.1. *Work Hours*

Except in emergencies, the standard work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch period.

14.1.1. *Alternative Work Schedules*

The County may, at its discretion, adopt alternative work schedules for employees at any work site or for any work unit. The County will give the employees and the organization five days notice of a change to alternative work schedule. The parties specifically acknowledge that employee schedules may be changed periodically during the year. Requests for schedule changes from employees shall be considered and a response provided. It is not the intent of this language to change the general scheduling practices of the County.

14.1.2. *Starting and Ending Times*

Each employee shall be assigned regular starting and ending times, which shall not be changed without reasonable prior notice; however, Fairgrounds and Convention Center employees are assigned a variable work schedule based upon facilities usage.

14.1.3. *Time Reporting*

Employees are responsible for submitting accurate time cards or sheets accounting for time worked and leaves used. Should it be necessary to change an employee's time report, the employee shall be notified of such change.

14.2. *Rest Periods*

Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half-work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, ending time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

14.3. *Hours for Sheriff's Dispatchers and Central Control Operators*

The work shift for Dispatchers and Central Control Operators shall include briefing time, a lunch period not to exceed thirty (30) minutes, and up to two fifteen (15) minute rest periods as workload allows.

14.4. *Dispatcher and Central Control Operators Shift Preferences*

Two weeks prior to the posting of a new schedule of shift assignments, Dispatchers and Central Control Operators may request shift assignment based on seniority. All shifts will be open to bid on by seniority. The Sheriff will consider the preferences of staff along with the needs of the Sheriff's Office and the qualifications of individual employees when preparing the new schedule. If a Dispatcher or Central Control Operator is assigned to the same shift for a third or successive shift change, the employee may request that the Sheriff provide reasons for the shift assignment. The Sheriff will respond prior to the implementation of the next shift schedule.

15. OVERTIME COMPENSATION

15.1. *Definitions*

15.1.1. *Overtime*

That time as authorized and directed by management worked by a non-exempt employee which exceeds forty (40) hours worked in a work week or eighty (80) hours in two (2) weeks if the employee is on an alternative work schedule requiring twelve (12) hour shifts. The Department shall designate a work period for FLSA purposes as necessary.

15.1.2. *Hours Worked*

Those hours during which the employee is actually working, on annual leave, or paid holiday.

15.2. *Overtime Pay*

An employee shall be paid for overtime worked. Pay for overtime worked shall be at one and one half (1-1/2) times the normal hourly rate of the employee.

15.3. *Compliance with the Fair Labor Standards Act*

Management shall make such changes in this article and any others as well as in practice in order to fully comply with the Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The County shall notify the Association of proposed changes prior to implementation. Upon written request, the County shall meet with Association representatives to negotiate the proposed changes; however, nothing shall preclude the County from implementing changes to achieve compliance during the negotiating period.

15.4. *Travel Time for Training*

Employees who travel to a required training course during work hours shall have those hours counted as time worked. Within a workweek, a department head may adjust the starting and quitting times of an employee on a straight time basis to accommodate any hours accumulated during travel on County business. If this is not possible, the additional hours will be treated as hours worked.

15.5. *Accrual of Compensatory Time*

Dispatch and Central Control employees may, upon approval of the Sheriff, accrue compensatory time off (CTO) in-lieu of pay for overtime worked. All compensatory time off shall be accrued at the rate of one and one half (1 ½) hour of CTO for each hour of overtime worked. No employee may accumulate more than forty (40) hours of compensatory time. When forty (40) hours is reached, the employee must use some of the accumulated time before accumulating any additional compensatory time.

15.6. *Cash Out of Accrued Compensatory Time Off*

With thirty (30) days' notice prior to the month of June and December of each year, an employee may submit a request to the Department that the cash value or all or part of accumulated CTO be paid to the employee. With thirty (30) days' notice prior to June, the County may, at its discretion, pay off all but thirty (30) days of an employee's CTO bank.

15.7. *Cash Out of Compensatory Time Off upon Promotion*

If an employee is selected for promotion, he or she must cash out any accrued CTO prior to the start of his or her first shift in the promotional status/position.

16. MILEAGE AND PER DIEM REIMBURSEMENT

16.1. *Mileage*

Humboldt County will attempt to make a vehicle available for official use to employees when so required. If there are no Humboldt County vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the per mile rate set by the IRS. If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare.

If a county vehicle is available and an employee chooses to use a private vehicle the employee shall be reimbursed at ½ of the mileage rate set by the IRS.

16.2. *Per Diem Payments*

The County will continue to make per diem payments to employees required to travel on County business at the rates established by the Nevada Legislature or County policy, whichever is higher. An employee is eligible for per diem when traveling on County business beyond the boundaries of Humboldt County or as otherwise provided by County policy. Employees are not required to provide receipts specifying how the per diem funds were expended.

17. ROAD DEPARTMENT ASSIGNMENTS

17.1. *Reporting Requirements*

A Road Department employee assigned a County vehicle will be required to report to his/her area (Golconda, Paradise Valley, Orovada, Denio, and Winnemucca) at the beginning of the workday and at the end of the workday. The crew or other employees not assigned a County vehicle shall report to the Winnemucca shop at the beginning and end of the workday. However, should an employee be assigned to another area they will be furnished a vehicle and will be required to report to the assigned worksite/location at the beginning of the shift and remain working as directed until the end of the shift. Except in case of emergency, every effort will be made to give 24-hour notice of change in the work area.

17.2. *Exceptions*

Occasional changes in location for starting or ending the shift for such activities including, but not limited to, attending meetings, picking up or dropping off materials/equipment at the shop, will not result in a work site change provided that the activities are within the normal shift schedule. For example, should an employee be assigned to report to the yard to begin the workday with a safety meeting and the employee then returns to his/her normal work site for the remainder of the shift, his/her return to Winnemucca at the end of the workday is not considered time worked.

17.3. *Camping Assignments*

When the County requires camping for a special project, the affected employee(s) will be paid per diem for non-provided services (e.g., housing, food, etc.) pursuant to 16.2 of this Agreement. All travel at the beginning and end of a camp week will be on County time.

18. COURT LEAVE

18.1. *Policy*

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

18.2. *Compensation*

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

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

18.3. *Late Start/Early Release*

- a. An employee who is serving as a witness and is not required to report to court until after the start of their work day or who is released from court before the end of his/her scheduled work day shall report to work for the hours which are not required for court duty or for related travel time.
- b. Employees who are required to report to jury duty will not be required to work eight hours prior to reporting. If the employee's service last four hours or more, including time going and returning from court the employee will not be required to work between 5 p.m. of the day of jury duty and 3 a.m. the following day per NRS 6.190.

19. GRIEVANCE PROCEDURE

19.1. Definitions

19.1.1. Grievance

A grievance is a claimed violation, misapplication, and misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. The exercise or lack of exercise of Employer Rights (Article 4) shall not be grievable.

19.1.2. Grievant

A grievant is a unit member or the Association who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated at the discretion of management or the Association as a group grievance and shall thereafter be represented by a single grievant.

19.1.3. Day

Day shall mean a day in which the County's main administrative office is open for business.

19.2. Process

19.2.1. Informal Resolution

Within seven (7) working days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her supervisor. A supervisor shall have five (5) working days to give an answer to the employee.

19.2.2. Formal Levels

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within ten (10) working days of such receipt of such answer, file a formal written grievance with his/her supervisor containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The supervisor shall, within ten (10) working days, have a meeting with the grievant regarding the information provided.

Level 2: If the grievant is not satisfied with the written answer at Level 1, the grievant may, within five (5) working days from the receipt of such answer, file a written appeal to the department head. Within ten (10) working days of receipt of the written appeal, the department head or his/her designee shall investigate the grievance, which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within ten (10) working days.

Level 3: If the grievant is not satisfied with the written answer from Level 2, the grievant may, within five (5) working days from the receipt of such answer, file a written appeal to the County Manager. Within fifteen (15) working days of receipt of the written appeal, the County Manager or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant within five (5) working days, which answer shall be final and binding unless, for matters subject to arbitration, within ten (10) working days, the Association notifies the County Manager of its intention to appeal the matter to arbitration.

19.3. *General Provisions*

19.3.1. *Failure to Carry Forward*

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn with prejudice.

19.3.2. *Failure to Respond*

If a supervisor, manager, Department Head, County Manager, or their designee fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day allowed for a management response.

19.3.3. *Representation*

The grievant(s) may have representation at any level of this procedure.

19.3.4. *Waiver of Time Limits*

Time limits and formal levels may be waived by mutual written consent of the parties.

19.3.5. *Service*

Proof of service shall be by certified mail, e-mail or personal service.

19.3.6. *Copy to Association*

The Association shall receive a copy of all grievances filed at the department head's level of this grievance procedure, where such grievance is not being processed by the Association.

19.3.7. *Effect of a Grievance*

The making or filing of a grievance shall not prevent the County, a department head or supervisor or other authorized person from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken even though the action may involve or be a part of the subject matter of the grievance.

19.3.8. *Advancing to Arbitration*

No grievance may proceed to arbitration without the signature of the President of the Association.

20. DISCIPLINARY ACTION

20.1. *Types of Discipline*

Disciplinary action may be imposed upon an employee for just cause, which includes but is not limited to failing to adequately fulfill his/her responsibilities as an employee and on- or off-duty conduct, which relates to an employee's ability to satisfactorily perform his/her job. Examples of the type of disciplinary action, which may be imposed, include the following:

20.1.1. *Oral Reprimand*

An oral correction addressed to an employee by his supervisor as to the propriety of an employee's action(s) or inaction(s).

20.1.2. *Written Reprimand*

A written criticism of an employee's conduct, usually concerning an infraction of county rules of conduct, regulations or performance. The reprimand is to be in written form, signed by the employee and the supervisor. A copy will remain with the supervisor issuing such reprimand, a copy delivered to the employee, with an additional signed copy to the official personnel file in the County Manager's Office. Upon written request of the employee, a copy shall also be forwarded to the Employee's Association. Signature by the employee shall not constitute agreement with the criticism but only recognition of the receipt of the written criticism.

20.1.3. *Disciplinary Leave Without Pay*

Disciplinary leave without pay means a disciplinary measure providing that the employee receive one or more days off without pay.

20.1.4. *Administrative Leave With Pay*

There are times during an inquiry into alleged misconduct that it would appear to be in the best interests of both the County and employee to relieve the employee from duty, pending the outcome of the inquiry. In the event such Administrative Leave during a period of review is thought to be necessary, such Administrative Leave shall not cause loss of pay or other privileges attached to the position as an employee of the County unless later converted to Disciplinary Leave Without Pay. Administrative Leave With Pay does not comprise a form of discipline in and of itself unless it has been so designated in a particular case.

20.1.5. *Discharge*

Termination of the services of an employee of Humboldt County for a gross violation of laws, ordinances, or rules and regulations; or for numerous violations of rules and regulations; or for inability or refusal to properly perform duly assigned tasks; for substance abuse or other actions which constitute cause for discharge. Discharge shall be imposed by the department head, and shall be by written notice to the employee concerned. One copy of such notice shall be delivered to the employee concerned, and one (1) copy of the appropriate form shall be placed in the employee's official personnel file in the County Manager's Office. Upon written request of the employee, a copy shall also be forwarded to the Employee's Association.

20.2. *Classifications of Discipline*

Oral reprimands, written reprimands, suspensions with pay and suspensions without pay for two (2) days or fewer shall be considered **Minor Disciplinary Actions**. Suspensions without pay for three (3) days or longer, disciplinary demotions, and discharges shall be considered **Severe Disciplinary Actions**.

20.3. *Procedure for Imposing and Appealing Minor Disciplinary Actions*

Minor Disciplinary Actions may only be appealed by an employee who has successfully completed the initial hire probationary period for the current County employment. The following procedures shall apply exclusively to Minor Disciplinary Actions except Oral Reprimands, for which there shall be no appeal:

20.3.1. *Notice of Action*

When a supervisor or manager believes it is necessary to impose a minor disciplinary action on an employee, the supervisor shall notify the employee in writing of his/her decision stating the reason for the

action, the regulations or rules which have been violated, the specific action to be taken, and the effective date of the action.

20.3.2. Appeal of Minor Disciplinary Action

Within five (5) working days from receipt of the written notification, an employee who has received a written reprimand or short suspension without pay, but believes the discipline is unwarranted may appeal the action up to Level 3 of the Grievance Procedure (Article 19) of this Agreement for a final decision.

20.4. Procedure for Imposing and Appealing Severe Disciplinary Actions

Severe Disciplinary Actions may only be appealed by an employee who has successfully completed the initial hire probationary period for their current County Employment. The following procedures shall apply exclusively to severe disciplinary actions:

20.4.1. Notice of Proposed Action

Before taking action to discharge, demote, or suspend a non-probationary unit employee without pay for a period of five (5) working days or longer, the department head or his/her designee shall serve on the employee and, upon written request of the employee, the Association, either personally or by certified mail, the Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges, including the acts of omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has five (5) working days to respond to the department head or his/her designee either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the department head or his/her designee.

20.4.2. Response.

The employee upon whom a Notice of Proposed Action has been served shall have five (5) working days to respond or protest to the department head or his/her designee either orally or in writing before the proposed action may be taken. Upon application and for good cause, the department head or his/her designee may extend the time period to respond. Any extensions shall be granted in writing or by e-mail.

20.4.3. Response Meeting

If the employee chooses to respond orally, the employee shall be entitled to a personal meeting with the department head or his/her designee. At such meeting, the employee may be accompanied by an attorney or Association representative.

20.4.4. Review/Action

After complying with the applicable requirements of sections above and having reviewed the employee response, if any, given pursuant to the Response section above, the department head or his/her designee may order the discipline or discharge of the employee. Such order shall:

- A. Be in writing.
- B. State specifically the causes for the action.
- C. State the effective date of such action, and

- D. Be served on the employee and, upon written request of the employee, the Association, either personally or by certified mail.

20.4.5. *Protest*

A non-probationary employee or the Association, on behalf of a non-probationary employee, may protest severe disciplinary action, which protest shall be considered an appeal and processed in accordance with Level 3 of Article 19, Grievance Procedure and, thereafter if necessary, through Article 21, Arbitration.

20.4.6. *Sole Remedy*

The procedures provided herein are in lieu of any remedy provided by NRS 245.065 for appealing and resolving protests of disciplinary action.

21. ARBITRATION

21.1. *Designation*

The parties will attempt to agree upon a professional neutral to serve as an Arbitrator. In the event agreement cannot be reached to select an Arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the FMCS and alternately strike names from such list until one (1) name remains or follow the procedure required by the agency supplying the list. That remaining person so selected shall serve as Arbitrator. The party to strike first shall be determined by lot.

21.2. *Matters Not Subject to Arbitration Procedure*

Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be grievable nor submitted to an Arbitrator and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.

21.3. *Rules of Evidence*

Strict rules of evidence shall not apply.

21.4. *Privacy of Hearings*

All hearings held by an arbitrator shall be closed sessions and no news releases shall be made concerning progress of the hearings.

21.5. *Authority of Arbitrator*

Decision of an Arbitrator on matters properly before him/her shall be final and binding on the parties. No Arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the definition of a grievance as set forth in Article 19, Grievance Procedure, or is an appeal from severe disciplinary action, and has been processed in accordance with all provisions thereof and herein. The Arbitrator's authority shall be limited only to the application and interpretation of the provisions of this negotiated agreement.

21.6. *Costs*

The fees and expenses of the Arbitrator and of a court reporter, if used, shall be shared equally by the employee organization or the grievant, if the grievant is not represented by the Association, and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. Provided, however, if either party rejects the Arbitrator's decision as evidenced by overturning it or seeking relief in Court to have it vacated or modified, that party shall assume full responsibility for all jointly incurred costs of the Arbitrator process. For the purposes of this section the parties shall be considered as either: the County and the Employees Association or, if a grievant is not represented by the Association, the County and the grievant(s). The Association agrees to indemnify and hold the County harmless from any claims, awards and/or judgments resulting from the failure of the Association or any of its principals in meeting and/or satisfying any costs assigned by a responsible third party authority under the terms, rights and obligations of this Article 21.

22. PERSONNEL FILES

22.1. *Review and Release of Information*

Each employee shall have the right, upon written request, to review the material in his or her own personnel file during duty hours. A representative chosen by the employee may, at the employee's request, accompany the employee in this review. Materials shall be released only for the purpose of processing grievances and for County legal documentation, except when written consent is given by the employee or when required by law.

22.2. *Placing Material in File*

All material in the file must be signed by the source of the material and dated. No anonymous letters or material shall be placed in a personnel file.

22.3. *Review of Written Statements by Employee*

No written statement related to the employee's assigned duties or responsibilities shall be placed in the employee's personnel file until after the employee has had an opportunity to review it. The employee will be allowed to attach a written response to any notice of discipline placed in his/her file.

22.4. *Copies of Personnel File*

An employee will, on written request to the County Manager, receive copies of all materials in his/her personnel file. The County may assess a reasonable fee for providing such copies.

22.5. *Comments from the Public*

Comments from the public shall be placed in an employee's personnel file only if the comment is an attachment to documentation of performance prepared by a County supervisor or manager.

23. LAYOFF PROCEDURE

23.1. *Positions to be Eliminated*

If the County determines the need for a reduction in its work force, written notice of not less than two (2) weeks shall be provided to regular employees to be laid off. The County will determine the positions to be eliminated and the employees to be laid off within each affected job class. The County's

determination shall be based on consideration of performance, qualifications and seniority within the job class within the affected department.

23.2. *Order of Layoff*

Initially the County shall consider employees for layoff using the criteria of performance, qualifications and seniority within the job class and department. When selecting which employee will be laid off, the County will review the qualifications of the employees in the affected job class. If the County finds:

- A. The employee has qualifications not possessed by another employee and
- B. The qualifications are needed by the department, then the County may layoff other employee(s).

Qualifications to be considered shall include knowledge, skill, ability, licenses, and certificates required for job functions to be assigned to the remaining staff, as well as previous experience in performing the essential functions and job performance. Job performance shall be determined on the basis of the employee's record of job performance as documented in the employee's personnel file.

23.3. *Layoff Appeal Procedure*

23.3.1. *Notice of Appeal*

In the event that an employee who has been laid off out of seniority order believes the decision based upon performance and qualifications is incorrect, the employee may request that the Association appeal the County's determination. If the Association finds there is reason to believe that the County has erred in its decision, it may appeal through the process set forth in this article. Such appeal shall be filed with the County Manager within five (5) working days of delivery of the layoff notice to the employee.

23.3.2. *Appeal Review Committee*

When an appeal is filed, the Association shall appoint two persons to serve on a review committee at the time of the appeal. The County shall then appoint two persons to the committee. Each of the persons appointed to the committee shall, to the extent possible, be familiar with either the work of the department or of the job class from which layoff is to be made. The committee shall meet within five (5) days of delivery of the notice of appeal to the County. It shall review the basis for the County's layoff decision and the reasons the employee believes the decision is in error. The committee shall then by majority vote determine whether the County decision was reasonable and on that basis either confirm or reject the County's decision. If the committee cannot reach agreement regarding the County's decision regarding order of layoff, it shall within three (3) days of its initial meeting, request the participation of a federal or other mutually acceptable mediator. The services of the mediator will be jointly requested by the County and the Association on an urgent basis. The mediator will seek to achieve a consensus decision among the committee members. If no decision is reached the mediator shall become a voting member of the committee. The determination of the committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.

23.4. *Recall Rights*

Laid off employees will have a right to return to a vacancy in the same class and department from which they were laid off. Recall shall be in inverse order of layoff. No probationary period shall be required.

23.4.1. *Recall List*

Employees shall remain on a recall list for two years following the date of layoff provided, however, laid off employees shall be removed from the recall list if:

- A. They accept recall to a position in a class at the same salary range as the position from which they were laid off, or
- B. They decline appointment to a position in the same department and in a class at the same salary range as the position from which their layoff occurred, or
- C. They fail to report for duty within fifteen (15) calendar days of mailing of notice of recall to County employment.

23.4.2. *Recall Notice*

Notice of recall or available position may be made in person or by U.S. Mail, return receipt requested. It is the responsibility of each laid off employee to notify the County Manager's Office of his/her current address.

23.4.3. *Recall to Other Vacant Positions*

When there is no one on a recall list for the department and class in which a vacancy exists, those on the recall list shall be considered for the vacancy before any other applicant is considered for appointment when the following conditions exist:

- A. Temporary work within the job class or for which the laid off employee is qualified - Work shall be offered to the laid off employee.
- B. Vacant position at the same or lower range and in the same department from which the employee was laid off - Position shall be offered to the laid off employee, subject to completion of a probationary period, if the employee meets the qualifications for hire; and
- C. Vacant position at the same or lower range but in a different department from which the employee was laid off - Employee shall be considered for the position and may be offered the position, subject to completion of a probationary period, if qualified.
- D. An employee who fails to meet the probationary period prescribed by this section of the Agreement will be returned to layoff status.

24. PEACEFUL PERFORMANCE

24.1. *Prohibitions*

The parties to this Agreement recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Humboldt. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing in connection with a labor dispute (hereinafter collectively referred to as work-stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any disputes which may have given rise to such work stoppage until said work stoppage has ceased.

24.2. *Responsibilities of Association*

In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work-stoppage is in violation of law and this Agreement and is unauthorized, and shall further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work-stoppage and the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

25. FULL UNDERSTANDING, MODIFICATION AND WAIVER

25.1. *Full Understanding*

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

25.2. *No Interim Bargaining*

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

25.3. *Modification*

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the department head and/or the Board of County Commissioners.

25.4. *Waiver*

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


26. SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

27. TERM OF AGREEMENT

The County and the Association agree that the term of the Agreement shall commence on July 1, 2020 and expire at midnight on June 30, 2021. The County may reopen this agreement to renegotiate during its term to address a “fiscal emergency” in accordance with the requirements of NRS 288.150(4). Unless otherwise noted herein, any changes caused by the approval of this agreement shall be prospective.


FOR THE COUNTY:

DocuSigned by:

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Ken Tipton
Chairperson
Board of Commissioners
Humboldt County, Nevada

Date: 12/2/2020

FOR THE ASSOCIATION:

DocuSigned by:

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Betty Lawrence
President
Humboldt County Employees
Association

Date: 12/2/2020

Appendix

Appendix A – Humboldt County Range Assignments by Classification

- HCG 13
 - Library Assistant
 - Office Assistant
- HCG 15
 - Administrative Clerk I
 - Custodial Worker
 - Facilities Attendant
 - Maintenance Worker
 - Road Maintenance Worker
- HCG 16
 - Library Technician
 - Mechanic I
 - Water/Wastewater Specialist I
- HCG 17
 - Library Specialist – Community
- HCG 18
 - Maintenance Engineer Trainee
 - Senior Library Technician
 - Senior Library Technician - Bookmobile
- HCG 19
 - Administrative Clerk II
 - Child Support Caseworker I
 - Detention Center Control Room Operator
 - Justice Court Clerk I*
- HCG 20
 - Accounting Technician I
 - Administrative Clerk III
 - Drafting Technician Trainee
 - Fairgrounds Attendant
 - Legal Secretary I
- HCG 21
 - Administrative Clerk IV
 - Appraisal Data Collector
 - Appraiser Trainee
 - Building Inspector I
 - Library Specialist – Bookmobile
 - Permit Technician
 - Planning Technician
 - Technical Specialist
 - Volunteer & Events Specialist
 - Justice Court Clerk II*
- HCG 22

- Accounting Technician II
- Administrative Specialist
- Child Support Caseworker II
- Justice Court Clerk III*
- Legal Secretary II
- Library Specialist
- Road Maintenance Equipment Operator
- Technology Support Technician I
- Water/wastewater Specialist II
- HCG 23
 - Accounting Technician III
 - Building Inspector II
 - Corrections Cook
 - Deed & Title Review Specialist
 - Maintenance Engineer
 - Marketing & Sales Coordinator
 - Marketing & Special Event Coordinator
 - Mechanic II
 - Personal Property Appraiser I
 - Plans Examiner
 - Senior Planning Technician
- HCG 24
 - Central Control Operation Supervisor
 - Facilities Attendant Supervisor
 - Fairgrounds Attendant Supervisor
 - Legal Secretary III
 - Road Maintenance Supervisor
 - Mechanic Supervisor
 - Technology Support Technician II
 - Senior Water/wastewater Specialist
- HCG 25
 - GIS Technician
 - Personal Property Appraiser II
- HCG 26
 - Appraiser
 - Communications Technician I
 - Technology Network Engineer I
- HCG 27
 - Building Inspector III
 - Child Support Supervisor
- HCG 28
 - Communications Technician II
 - Justice Court Administrator
 - Legal Office Supervisor**
- HCG 29
 - Communications Technician III
 - Technology Network Engineer II

- HCG 312
 -
 - Dispatcher Trainee
- HCG 326
 - Dispatcher
- HCG 346
 - Dispatch Supervisor

*Ineligible for membership in the Humboldt County Employees Association

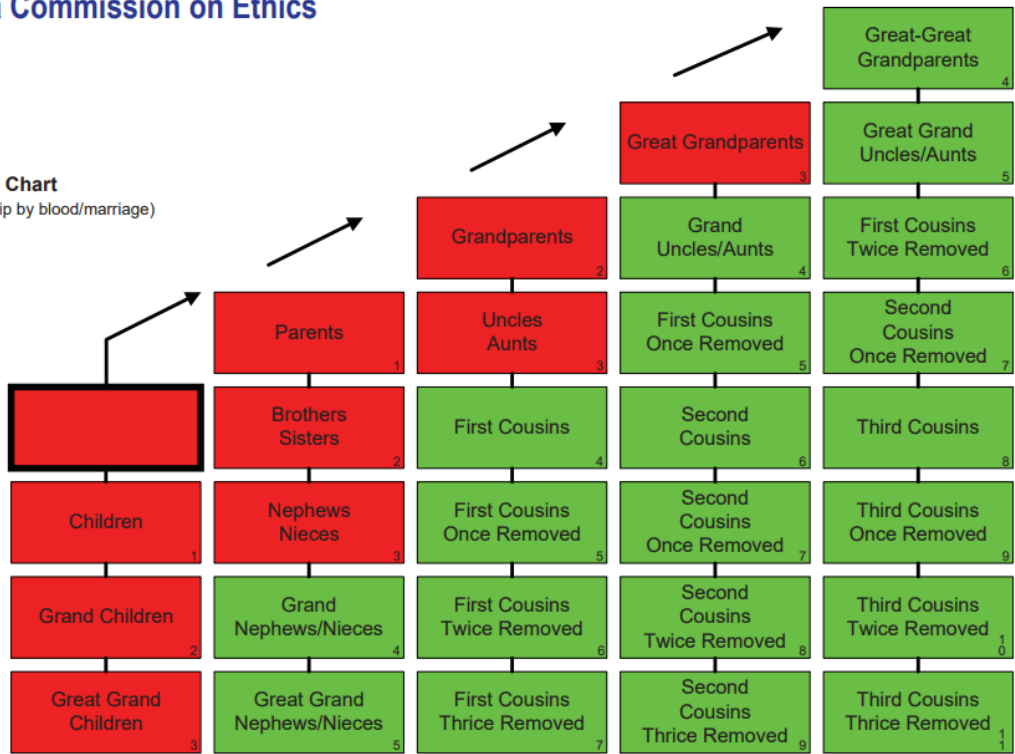
**District Attorney's Office Employee

Note: County Manager's Office and Comptroller/Auditor's Department staff are confidential.

Appendix B – Consanguinity/Affinity Chart

State of Nevada Commission on Ethics

Consanguinity/Affinity Chart
(Degrees of family relationship by blood/marriage)



INSTRUCTION:

For Consanguinity (relationship by blood) calculations:

Place the public officer/employee for whom you need to establish relationships by consanguinity in the blank box. The labeled boxes will then list the relationship by title to the public officer/employee and the degree of distance from the public officer/employee.

Anyone in a box numbered 1, 2, or 3 is within the third degree of consanguinity.

For Affinity (relationship by adoption, marriage or domestic partnership) calculations:

Place the spouse or domestic partner of the public officer/employee for whom you need to establish relationships by affinity in the blank box. The labeled boxes will then list the relationship by title to the spouse or domestic partner and the degree of distance from the public officer/employee by affinity.

Spouses are related in the first degree of affinity by marriage and domestic partners are related in the first degree of affinity by domestic partnership. For adoption and other relationships by marriage or domestic partnership, the degree of relationship is the same as the degree of underlying relationship by blood.