

# PERSHING COUNTY PERSONNEL POLICIES



(Rev. February. 2023)

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## 1. GENERAL PROVISIONS

### 1.1. Purpose

These policies are established to carry out the **County's** personnel resolution, personnel ordinance, or intent of the governing board to adopt uniform personnel policies that will enable each employee to make the fullest contribution to the programs and services of the **County**. Each employee is responsible for reviewing and complying with the **County's** personnel policies.

The **County** retains the sole right to manage its affairs and direct its workforce within the existing framework of law (federal, state, and local), but not limited to the right to plan, direct, and control its operations: to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer, and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations not in conflict with any collective bargaining agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations of its facilities and to require compliance therewith by employees; to discipline and discharge employees for cause. These management rights are not subject to the dispute resolution/grievance procedure except as may be provided in a collective bargaining agreement.

### 1.2 Scope

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

### 1.3. Computing Time for Notices

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

### 1.4. Administration

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

All employees of the **County** are expected to read and familiarize themselves with the contents of these policies, including Definitions. After receiving and reviewing these policies, each employee is expected to sign an acknowledgment form. The employee must return the signed acknowledgment form to the Department Head/Supervisor for inclusion into the employee's master personnel file. Employees who fail to comply with these policies may be subject to disciplinary action, up to and including termination.

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

Whenever feasible, the **County** will provide all employees copies of any proposed revisions to the adopted policies prior to implementation of the proposed changes.

### **1.5. Administrative Directive**

The HR Representative shall have the authority and the duty to develop and disseminate administrative directives, interpretive memoranda, and other administrative procedures to execute these policies, and to implement the **County's** personnel program on a consistent basis.

### **1.6. Change of Address**

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

### **1.7. Failure to Receive Notices**

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

### **1.8. Personnel Files**

#### **1.8.1. Guidelines**

The **County** maintains job-related information for each employee throughout the course of employment. It is the **County's** policy to operate effectively and efficiently, in a manner that



encourages transparency in government in compliance with all applicable laws, and in so doing to protect confidential information from disclosure to the extent allowed by law. To the extent allowable by law, including specifically but without limitation Nevada's Public Records Act, personnel files are confidential to the extent such files contain personal privacy information subject to a nontrivial privacy interest. Such information is subject to nondisclosure. To that end, the **County** strives to maintain accurate and complete personnel records. Employees must promptly notify the **County** of any changes to their personal information, such as address, telephone number, legal name, marital status, and number of dependents. Records are retained and destroyed in accordance with the **County** policies as well as all applicable laws governing record retention.

The types of files which may be maintained include:

- General employee personnel records such as application/ résumé, job offer letter(s) or contract(s), job description, signed acknowledgment forms and/or agreements, performance records; disciplinary documentation, training records, and other job-related documents.
- Documents related to recruitment and selection for each position filled, such as job announcements, applications and résumés, and interview questions and notes.
- Information regarding an applicant's background such as reference checks, conviction records, and credit histories.
- Form I-9 for each employee (and supporting documentation, if retained)
- Records related to pay including but not limited to: timesheets, attendance records, payroll records, tax records (including W-4 forms), payroll deductions, direct deposit information, and wage garnishments.
- Files related to safety including but not limited to: safety training records; occupational injury and illness reports; workers' compensation reports (no names listed); and reports related to exposure to toxic substances and/or blood-borne pathogens.
- Information regarding medical or psychological conditions or diagnoses such as doctor's note, FMLA forms, workers' compensation forms, and drug/alcohol test results.
- Documents related to an investigation including copies of complaints, investigation reports, witness statements and investigation notes, notices given to employees, other related documents.
- Documents related to a grievance including, but not limited to: copies of grievance form, employee's request/appeal for grievance; witness statements and interview notes; copies of each response to the grievance from the organization; copies of requests from employee/union to advance the grievance to the next level in the appeals process; copies of all correspondence sent/received regarding processing the grievance; and other related documents.

## 1.8.2. Master Personnel File

### 1. Maintenance

The **County** shall maintain a master personnel file for each employee. An employee's supervisor/manager may elect to maintain a duplicate copy of the documents. However, this does not supersede or eliminate the **County's** need to maintain the master personnel file for each employee.

### 2. Employee Access

An employee may view the contents of one's own master personnel file upon request in the presence of the Department Head or HR Representative. An employee may request copies of any or all documents in one's own master personnel file but may not remove any documents from the file. The **County** will provide only one set of copies to the employee without charge per year.

### 3. Negative Information

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

### 4. Employee Information Submitted

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

## 1.9. Confidential Information

### 1.9.1. Identification and Access

The following types of information are considered, without limitation, confidential by the employer and access to records is limited as listed below.

Note: This policy has been developed to identify and protect records for internal purposes and is not intended to comply with the Nevada Public Records Act. Public records requests will be evaluated independently on their own merits.

### 1. Recruitment and Background Information

- The following types of information and records concerning current employees, former employees, and applicants for employment that the **County** maintains are confidential:
  - All information related to an employment application including, but not limited to, letters of reference, résumés, and status as an applicant for employment.
  - All information that the **County** received or compiled concerning the qualifications of an applicant or an employee including, but not limited to, reports by employers, law enforcement officials, or other individuals concerning the hiring, promotion, performance, conduct, or background of an applicant or employee.
  - Ratings, rankings, scoring sheets, or remarks by members of an evaluation board or individual interviewer, concerning an applicant or results from any testing or employment screening process.
  - Materials used in employment examinations including answers, rating guides, score sheets, etc., on any written exam or rating criteria for interviews.
  - The names of members of an evaluation panel and tests that are governed by confidentiality agreements.
- Access to such records is restricted to the following unless specifically provided in a separate policy:
  - Employee(s) with a business need-to-know in order to fulfill the responsibilities assigned by the **County**;
  - The employee's manager/administrator, human resources director/manager, or designee;
  - Person(s) authorized pursuant to any state or federal law or court order (i.e., governmental/legal/auditing/ investigating agencies);
  - Counsel retained by or on behalf of the **County**; and
  - Any other party(ies) with whom the **County** has a contractual relationship in order to enable the **County** to respond accurately and fully to any lawsuit, complaint, grievance, request or other action filed by or on behalf of an employee or former employee against the **County**.

## 2. Personnel-related Information

- The following types of personnel-related information are confidential:
  - Information maintained in an employee's master personnel file or record of employment which relates to the employee's:
    - Performance;
    - Conduct, including any proposed or imposed disciplinary action taken; and/or
    - protected class membership, date of birth, or social security number.
- Past or present home address, telephone number, post office box, or relatives;

- All information concerning the voluntary or involuntary termination of an employee, other than the dates of actual employment; and
- The name of an employee's/former employee's designated beneficiary.
- Access to these confidential records is restricted to the following unless specifically provided in a separate policy:
  - The employee;
  - The employee's representative with a current signed authorization from the employee;
  - The employee's manager/supervisor, with a need-to-know, or as needed for a reasonable accommodation and human resources;
  - Persons authorized pursuant to any state or federal law or court order;
  - Counsel retained by or on behalf of the **County**;
  - The **County's** workers' compensation carrier in order to address a claim filed for workers' compensation; and
  - Any other parties with whom the **County** has a contractual relationship in order to enable the **County** to respond accurately and fully to any lawsuit, complaint, grievance, request or other action filed by or on behalf of an employee or former employee against the **County**.

### 3. Medical Information

- The following types of medical information are confidential:
  - Pre-employment and post-employment medical and psychological examinations;
  - Disability and documentation relating to any reasonable accommodation requested by or granted to the employee;
  - Drug and alcohol testing;
  - Genetic information;
  - Pregnancy, health care provider's certification and other communication;
  - Subsequent Injury Fund Questionnaire;
  - Any other medical information that an employee or applicant has voluntarily provided, or the **County** has requested.
- **Notes:** Medical information shall be kept in files segregated from other personnel and employment records. Notations on attendance sheets that an employee took sick leave are not confidential records.
- Access to an employee's confidential medical information is limited to:
  - Supervisors/managers, regarding necessary restrictions and accommodations in the employee's duties;
  - First-aid and safety personnel;
  - Government officials investigating compliance with applicable laws, on request;
  - State workers' compensation office officials;

- Insurance company employees when the company requires a medical examination to provide health or life insurance; and
- The **County's** workers' compensation carrier in order to address a claim filed for workers' compensation.
- As otherwise required by applicable law.

#### 4. Investigations and Grievances

- The **County** shall keep all information and documents pertaining to an employee investigation separate from other personnel and employment records, ensuring privacy of all employees, witnesses, and other individuals involved.
- Grievance files that include notices, notes, and decisions of appeal will be maintained in a separate file.
- Access is limited to only those individuals with a demonstrable business need-to-know, including:
  - The employee's manager/administrator, human resources director/manager, or designee;
  - Persons authorized pursuant to any state or federal law or court order;
  - Counsel retained by or on behalf of the **County**; and
  - Any other parties with whom the **County** has a contractual relationship in order to enable the **County** to respond accurately and fully to any lawsuit, complaint, grievance, request or other action filed by or on behalf of an employee or former employee against the **County**.

#### 1.9.2. Disposal of Personal Records

In compliance with the Fair and Accurate Credit Transactions (FACT) Act Disposal Rule, the **County** shall dispose of any record about an individual that is a consumer report or is derived from consumer reports to ensure there will be no unauthorized access to or use of information in a consumer report.

In addition, any identifying personal information which is stored on electronic files, shall be destroyed or erased so that the information cannot be read or reconstructed.

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

#### 1.10. Related Forms

- Employer Personnel Policies – Acknowledgment and Receipt



## 2. EMPLOYEE RELATIONS

### 2.1. Fair Employment Practices

#### 2.1.1. Policy

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

The **County** will:

- Recruit, hire, train, promote, discharge, and discipline without regard to protected class membership, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, **County**-sponsored training, social, and recreation programs will be administered in conformance with the **County's** policy.
- Comply with all applicable laws prohibiting discrimination in employment.
- Provide *reasonable* accommodations as required by law/statute.
- Hold all managers and supervisors responsible for ensuring personnel policies, guidelines, practices, procedures, and activities are in compliance with federal and state fair employment practices, statutes, rules, and regulations.

#### 2.1.2. Scope

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

#### 2.1.3. Equal Employment Opportunity Officer Designated

The primary responsibilities for ensuring fair employment practices for the **County** are promoted and adhered to are assigned to the **County's** designated Equal Employment Opportunity (EEO) Officer. The **County's** designated EEO Officer will also serve as the Americans with Disabilities (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating the **County's** compliance with federal and state

disability laws. The designated EEO Officer for the **County** is the HR Representative. The name and work telephone number of the designated individual will be posted at the **County** work sites. In the event the designated EEO Officer is unavailable, District Attorney is designated as the alternative EEO Officer.

## **2.2. Anti-Harassment**

### **2.2.1. Policy**

The **County** promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's protected class membership.

### **2.2.2. Prohibited Conduct/Behavior(s)**

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

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

### **2.2.3. Training**

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



## **2.3. Employee Bullying**

### **2.3.1. Definition**

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

- Verbal abuse or mistreatment;
- Offensive conduct/behaviors (including nonverbal, physical, and cyber-bullying) which are threatening, humiliating, or intimidating; or
- Work interferences, such as sabotage, which prevents work from getting done.

### **2.3.2. Purpose**

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

### **2.3.3. Prohibited Behaviors/Conduct**

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

- *Verbal Bullying* including slandering, ridiculing or maligning an employee or an employee's family; persistent name calling which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions or constant criticism.
- *Physical Bullying* including pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to an employee's work area or property.
- *Nonverbal Bullying* including nonverbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.
- *Cyber-Bullying* including repeatedly tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting an employee using email, instant messaging, text messaging, social media, or any other type of digital technology.
- *Workplace Interference* including sabotaging which prevents work from getting done; deliberately tampering with a person's work area or property; unreasonably assigning menial tasks outside of a person's normal job duties.

## **2.4. Dealing w/Allegations of Prohibited Conduct/Behavior(s)**

### **2.4.1. Process**

Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior(s) as described in the Anti-Harassment or Employee Bullying policies by another (e.g., employee, client, customer, vendor, volunteer, contractor), as well as employees or applicants who believe they have witnessed another employee, client or

member of the public being subjected to prohibited conduct/behavior(s), have an affirmative duty to bring the situation to the attention of the **County**. Employees covered by a collective bargaining agreement may opt to use the process described in this policy or in an applicable grievance procedure delineated by their collective bargaining agreement but may not use both.

#### **2.4.2. Employee Responsibilities**

1. An employee who believes they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these behaviors, are encouraged to inform the alleged harasser/bully that the behavior/conduct is unwelcome and must stop.

**Note:** An employee is NOT required to talk directly to the alleged harasser/bully or to the employee's supervisor. It is critical, however, that employees who believe they have been targeted or have witnessed what the employee believes to be prohibited conduct/behaviors(s) directed to or committed by another, contact one of the individuals listed in sections 2 or 3 below.

2. If the employee feels uncomfortable in speaking directly to the alleged harasser/bully or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to any supervisor/manager, the **County's** designated EEO Officer, or the HR representative.
3. An employee who believes the EEO Officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the alternate EEO Officer or to the HR Representative who will designate an objective person to conduct an investigation of such allegations. Employees may also report the conduct/behavior(s) to the **County's** attorney.
4. An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by the immediate supervisor is required to report the incident to the EEO officer or HR representative.

Any applicant or employee who has concern regarding violations of this policy are encouraged to contact the designated EEO officer or the alternate.

#### **2.4.3. Supervisor/Manager Responsibilities**

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

- The persons(s) involved, including all witnesses;

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

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

#### **2.4.4. Investigation**

1. Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the **County** will ensure that such allegations or complaints are investigated promptly. The **County** treats all allegations or complaints seriously and requires all employees to be candid and truthful during the investigation process.
2. The **County** will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be required to refrain from discussing the subject content with other employees or persons who may have information pertinent to the investigation throughout the course of the investigation. Employees shall be required, upon request, to provide information to regulatory agencies. The **County** will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.
3. The **County** will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware that the investigation is completed and appropriate action, if any, has been taken.
4. If evidence arises that a participant in the investigation made intentionally false statements, that employee may be subject to disciplinary action, up to and including termination.
5. If it is determined that a violation of this policy has occurred, the employee may be subject to disciplinary action up to and including termination. The **County** will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.
6. With regard to disability-related complaints, the EEO Officer (when appropriate, working with the HR Representative and/or the complainant) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the **County** determines that such a reasonable accommodation can be provided by the **County**.

#### **2.4.5. Prohibition Against Retaliation**

Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace. The **County** will not tolerate any retaliation by management or by any other employee against an employee who exercises rights under this policy. Employees who believe they have been harassed, retaliated, or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or alternative EEO Officer. The **County** will promptly investigate and deal appropriately with any allegation of retaliation.

## **2.5. Employee Dating**

### **2.5.1. Policy**

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

### **2.5.2. Employee Responsibilities**

Employees are prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on **County** property, in a **County** vehicle, or on **County** business whether or not such physical contact occurs during work hours.

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

### **2.5.3. Supervisor/Manager Responsibilities**

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

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

## **2.6. Employment Disabilities**

### **2.6.1. Policy**

It is the **County's** policy to comply proactively with the applicable employment provisions of disability laws, including without limitation the Americans with Disabilities Act (ADA) and Nevada Law. The **County** does not tolerate discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and prohibits any type of harassment or discrimination based on the physical or mental impairment, history of impairment, or perceived impairment of an individual holding or seeking employment with the **County**.

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

### **2.6.2. Determination of Disability**

In determining whether an employee or an applicant has a disability under the law, the employee/applicant must have a physical or mental impairment that substantially limits

one or more major life activities, have a record of such an impairment, or being regarded as having an impairment.

### **2.6.3. Disability-Related Inquiries**

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

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

The **County** may require the employee to provide a fitness-for-duty certification from an appropriate health care provider whenever the **County** has reason to believe the employee may be unable to perform the essential functions of the job, poses a direct threat to oneself or to others, and consistent with the business necessity of the **County**.

### **2.6.4. Accommodation**

1. *Accommodation for Applicants:* Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with the **County**, the **County's** ADA Coordinator shall determine whether the request for accommodation for a covered disability is reasonable or if another type of accommodation can be provided. In making the determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose an undue hardship on the **County**.
2. *Accommodation for Employees:* Employer shall provide a **reasonable** accommodation where the need for such is known by the **County**, and the applicant or employee requests such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of oneself or others. Whenever a manager or supervisor becomes aware that an employee has requested or may require some type of reasonable accommodation, the manager/supervisor shall promptly notify the ADA Coordinator, who shall arrange to meet with the supervisor and the employee to discuss the accommodation request, the need for any reasonable documentation to support the request, the associated functional limitations, and the impact of the proposed accommodation on the **County**. Review of an employee's particular situation by a health care provider may assist the organization in determining appropriate accommodation.

## **2.7. Pregnancy, Childbirth, and Related Medical Conditions**

### **2.7.1. Policy**

It is the **County's** policy to comply proactively with the applicable employment provisions of discrimination laws, including without limitation the Federal Pregnancy Discrimination Act (PDA) and Nevada Pregnant Workers' Fairness Act.

The **County** is committed to provide reasonable accommodation, as listed in the Accommodation section under Employment Disabilities, whenever an employee/applicant requests an accommodation for a condition of the employee relating to the employee's pregnancy, childbirth, or a related medical condition, provided that the individual is otherwise qualified to perform the essential functions of the assigned job, absent undue hardship.

#### **2.7.2. Accommodation**

Whenever a manager/supervisor becomes aware that an employee has a need for an accommodation due to pregnancy, childbirth, or related medical conditions, the manager/supervisor should promptly notify the EEO Officer. The employer is committed to provide reasonable accommodation, as listed in the Accommodation section under Employment Disabilities.

#### **2.7.3. Prohibitions**

The **County** will not:

- Take adverse employment action against an employee because the employee requests or uses a reasonable accommodation.
- Deny an employment opportunity to an otherwise qualified applicant because they have requested a reasonable accommodation.
- Require an employee or applicant to accept an accommodation the employee did not request or chooses not to accept.
- Require an employee to take leave if a reasonable accommodation is available that would allow the employee to continue working.

#### **2.7.4. Notice Requirements**

This policy complies with the **County's** obligation to provide written or electronic notice to all new employees upon commencement of employment that they have the right to be free from discriminatory or unlawful employment practices as well as the right to a reasonable accommodation for a condition of the employee relating to pregnancy, childbirth, or related medical condition. This notice will be provided within ten days after an employee notifies her immediate supervisor that she is pregnant. This notice will also be posted at conspicuous locations that are accessible to employees.

### **2.8. Reasonable Accommodation for Victims of Domestic Violence**

#### **2.8.1. Policy**

- It is the **County's** policy to comply proactively with the applicable employment provisions of discrimination laws, including NRS 613, which set forth requirements for employers, absent creating an undue hardship, to provide reasonable accommodation to employees who are victims of domestic violence or whose family or household members are victims of domestic violence. For the purpose of this policy, "family or household members" include the

employee's spouse, domestic partner, minor child, or parent or other adult person who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time of the act which constitutes domestic violence.

### **2.8.2. Accommodation**

Whenever a manager/supervisor becomes aware that an employee has a need for an accommodation due to domestic violence, the manager/supervisor should promptly notify the EEO Officer. The **County** is committed to provide reasonable accommodation, as listed in the Accommodation section under Employment Disabilities.

### **2.8.3. Prohibitions**

The **County** will not discharge, discipline, discriminate against, in any manner, or deny employment or promotion to, or threaten to take any such action against an employee because:

- The employee requested accommodation pursuant to this policy; or
- An act of domestic violence was committed against the employee at the workplace.

## **2.9. Drug- and Alcohol-Free Workplace**

### **2.9.1. Policy**

The **County** recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This drug- and alcohol-free workplace policy applies to volunteers as well as employees.

1. The **County** is committed to:
  - Maintaining a safe and healthy workplace for all employees and volunteers;
  - Assisting employees or volunteers who recognize they have a problem with drugs, prohibited substances, or alcohol in receiving appropriate treatment;
  - Periodically providing employees and volunteers with information about the dangers of workplace drug use; and
  - When appropriate, taking disciplinary action for failure to comply with this policy.
2. The **County** strictly prohibits the following behavior:
  - a. The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs or prohibited substances by an employee, unless otherwise provided by law. For the purpose of this policy, illegal drugs include those classified as such under

local, state, or federal laws. Prohibited substances include medical and recreational marijuana (cannabis), the use or possession of prescription medicines for which the individual does not have a valid prescription, and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications contrary to manufacturer instructions, or consumer products not meant for human consumption. In addition, the **County** prohibits employees from possessing open containers of alcoholic beverages while on the **County's** premises and/or while on duty and from working with a blood-alcohol level of .02 or more at any time.

- b. Bringing alcohol, illegal drugs, and other prohibited substances which may impair the safety or welfare of employees or the public onto the premises controlled by the **County** or placing in vehicles or equipment operated on behalf of the **County**.
- c. Driving an organizational vehicle while on or off duty with a blood alcohol level of .02 or more or under the influence of an illegal drug or prohibited substance, regardless of the amount.
- d. Law enforcement personnel may possess and/or transport such substances as required in the course and scope of job-related functions.

### 3. Reporting Requirements

- a. A supervisor who receives information or is a witness to any use of illegal drugs, prohibited substances, or alcohol by an employee which violates **County's** policies or the law, is required to report this information to the Department Head or HR Representative immediately. The information reported must include:
    - i. The persons(s) involved, including all witnesses;
    - ii. Any information gathered, such as actual observation of drug/alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;
    - iii. A written record of specific conversations held with the accused and any witnesses;
    - iv. All pertinent facts, including date(s), time(s), and locations(s).
  - b. An employee who witnesses or obtains information regarding illegal drug/prohibited substance/alcohol use by the immediate supervisor is required to report the incident to that supervisor's supervisor.
4. Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law.
5. Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399), as well as the **County's** Drug- and Alcohol-Free Workplace Policy.
6. The **County** receives funding through federal grants and is therefore subject to the Drug-Free Workplace Act of 1988. Marijuana (including medical and recreational



cannabis), cocaine, opioids, amphetamines (including methamphetamines), phencyclidine (PCP), and methylenedioxy-methamphetamine (MDMA) are considered illegal Schedule I or II drugs through the federal government. The **County** is committed to a policy of a drug- and alcohol-free workplace and employees may not have any detectable level of Schedule I or II drugs in their system while at work. However, this policy is adopted in compliance with the requirements of NRS 678C.

### **2.9.2. Employee Responsibilities**

1. Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.
2. Employees shall not report to work under the influence of alcohol, illegal drugs, prohibited substances, or misused prescription or over-the-counter drugs, regardless of the amount.
3. Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from the **County's** Employee Assistance Program (EAP) provider, substance abuse professional, or other treatment provider. The **County's** medical insurance policy may provide for payment of some or all of the treatment costs.
4. It is the responsibility and obligation of employees in safety-sensitive positions to determine, by consulting a health care provider, if necessary, whether or not a legal drug being taken may/or will affect one's ability to safely perform assigned job duties. An employee in a safety-sensitive position whose medication may affect their ability to safely perform their job must contact the human resources director or department director who will attempt to find an appropriate alternative assignment. If none is available, the employee and the **County** will take steps consistent with the advice of a health care provider which could include the use of sick leave or a leave of absence. If an employee reports to work under the influence of medication and, as a result, endangers oneself or others, the employee will be subject to discipline, up to and including termination.
5. Each employee must report the facts and circumstances of any drug or alcohol arrest resulting from an incident that occurred while the employee was on duty. Each employee must report the facts and circumstances of any drug or alcohol conviction which may impact the employee's ability to perform the duties of the job. If duties involve driving a vehicle or operating heavy equipment, the employee must report to one's supervisor a conviction for driving under the influence (DUI), and/or restriction, revocation, or suspension of the driver's license pending adjudication before resuming work duties.
6. Employees in safety-sensitive positions identified by the **County** are subject to random drug and/or alcohol testing as provided in this policy.
7. Employees must act as responsible representatives of the **County** and as law-abiding citizens. It is every employee's responsibility to report suspected or known violations of this policy to the immediate supervisor or to HR Representative. Such reporting is critical in preventing serious injuries or damage to the **County's** property.

8. Employees who are required to submit to a drug/alcohol test must complete and sign a consent form. Employees acknowledge that by consenting to testing, they are waiving any expectation of privacy between the **County** and employee in the information provided related to the drug/alcohol test.

**Note:** Law enforcement employees and applicants for law enforcement positions are also subject to the law enforcement department's drug testing policy.

### **2.9.3. Department Head Responsibilities**

The department head or designee is responsible for:

1. Authorizing the testing of employees.
2. Coordinating drug and/or alcohol testing.
3. Completion of a required consent form.
4. Notifying employees of positive test results and their right to a retest of the same sample.
5. Implementing disciplinary action against employees who fail to comply with provisions outlined in this policy.
6. Notifying the **County's** attorney of an employee's conviction of a federal or state drug and/or alcohol violation.
7. Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information.
8. Identifying safety-sensitive positions.
9. Notifying employees in department safety-sensitive positions that they are subject to random drug and/or alcohol testing.

### **2.9.4. Supervisor Responsibilities**

Supervisors are responsible for:

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

### **2.9.5. Employer Responsibilities**

Employers are responsible for:

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

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

#### **2.9.6. Training**

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

#### **2.9.7. Employee Assistance and Voluntary Referral**

1. The **County** strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs, prohibited substances, or alcohol under this policy and prior to any other violation of this policy, including a conviction of that individual for a drug or alcohol related offense. A decision to participate in the employee assistance or other treatment program will not be a protection or defense from discipline.
2. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is being treated for a substance issue in a recognized rehabilitation program may, if the Americans with Disabilities Act applies, be entitled to reasonable accommodation so long as the employee is conforming to the requirements of the program and is abstaining from the use of a controlled substance(s) and/or alcohol. These situations will be addressed on a case-by-case basis.
3. The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and, if applicable, the employee's insurance provider. All information regarding an employee's participation in treatment is confidential. Only information that is necessary for the performance of business will be shared by the **County's** management.

#### **2.9.8. Reasonable Suspicion Testing**

1. When any supervisor has reasonable suspicion that an employee may be under the influence of alcohol, drugs, or prohibited substances, the employee in question will be directed by the department head or designee or the **County's** HR Representative to submit to drug and/or alcohol testing. This test may include a breath or blood test or urinalysis.

2. The supervisor shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. When possible, the documentation will be forwarded to the department head or designee to authorize the drug and/or alcohol test of an employee.
3. The department head or designee or the **County's HR Representative** shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of this policy. The employee will be placed on administrative leave with pay pending results of the test.
  - An employee who is required to submit to reasonable suspicion testing:
    - a. Must sign a consent form. By consenting to testing, the employee acknowledges waiving any expectation of privacy between the **County** and employee in the information provided related to the drug/alcohol test.
    - b. Will be immediately provided transportation by the **County** to the location of the test.
    - c. Will be advised to refrain from eating or drinking before being tested.
    - d. Will be provided transportation by the **County** or transportation arrangements will be made available by the **County** after the employee submits to the test or refuses to be tested.
4. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
  - Information provided either by reliable and credible sources or independently corroborated.
  - The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the department head that an employee is violating the **County's** policy.
  - Direct observation of drug, prohibited substance, or alcohol use while on duty.
  - The first line supervisor or another supervisor/manager directly observes an employee using drugs, prohibited substances, or alcohol while an employee is on duty.
  - Employee admits using drugs, prohibited substances, or alcohol prior to reporting to work or while at work.
  - Drug, prohibited substance, or alcohol paraphernalia possibly used in connection with illicit drugs, prohibited substances, or alcohol found on the employee's person or at or near the employee's work area.
  - Evidence that the employee has tampered with a previous test for drugs, prohibited substances, or alcohol.
5. The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a test for drugs, prohibited substances, or alcohol:

- a. *A pattern of abnormal or erratic behavior:* This includes, but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
- b. *Presence of physical symptoms of drug and/or alcohol use:* The supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.
- c. *Violent or threatening behavior:*
  - i. First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the department head may request that the employee submit to drug and/or alcohol testing.
  - ii. Second Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the department head will request that the employee undergo drug and/or alcohol testing.
- d. *Absenteeism and/or tardiness:* If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

### **2.9.9. Post-Accident Testing**

1. Each employee involved in an accident will be tested for illegal drugs, prohibited substances, and alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. Accidents that trigger testing are those that result in:
  - Death;
  - Medical treatment of employee or another individual, other than first-aid;
  - Loss of consciousness; or
  - Property damage estimated to be valued at or in excess of \$500.00.
  - An employee who is subject to a post-accident test:
    - a. Must sign a consent form. By consenting to testing, the employee acknowledges waiving any expectation of privacy between the **County** and employee in the information provided related to the drug/alcohol test.
    - b. Must remain readily available for testing. An employee who leaves the scene without good reason before the test is administered or who does not make oneself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test.

- c. Will be immediately provided transportation by the **County** to the location of the test.
  - d. Will be advised to refrain from eating or drinking before being tested and must refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first.
  - e. Will be provided transportation by the **County** or transportation arrangements will be made available by the **County** after the employee submits to the test or refuses to be tested.
- Upon completion of the test:
    - a. If the employee caused or contributed to the accident, or the **County** determines there is a risk to return the employee to work, the employee will be provided transportation home or the **County** will make transportation arrangements, and the employee will be placed on administrative leave with pay pending the results of this test.
    - b. If the **County** determines the employee did not cause or contribute to the accident, the employee will be transported back to the work site (if medically able) and will resume work.
  - If the test comes back positive and the **County** needs to conduct further investigation, the employee will be placed on administrative leave with or without pay.
  - **Note:** NRS 616C states a positive test for illegal drugs, prohibited substances (including marijuana), or alcohol per limits set forth in NRS 484C can cause the denial of workers' compensation claims. By consenting to post-accident testing, the employee waives any expectation of privacy between the employer and employee in the information provided related to the drug/alcohol test.
2. In the event an employee is so seriously injured that a blood, breath, or urine specimen cannot be provided at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the **County** to obtain hospital records or other documents that indicate the presence of drugs, prohibited substances, or alcohol in the employee's system when the accident occurred.
  3. In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to sign a release allowing the **County** to obtain the test results from such officials.

#### **2.9.10. Safety-Sensitive Positions**

1. The **County** may conduct pre-employment testing and random testing for drugs, prohibited substances, and/or alcohol for positions identified as safety-sensitive by the **County**. Successfully passing these tests is a condition of future or continued employment.
2. Safety-sensitive positions mean positions which may, in the normal course of business:
  - a. Require the employee to operate a vehicle or heavy equipment on a regular and recurring basis; and/or

- b. Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment; performance of job duties at heights; use of dangerous chemicals; or carrying firearms in the performance of job duties.
3. The **County** shall maintain a list entitled "List of Positions Designated as Safety Sensitive."

#### **2.9.11. Random Testing**

1. All employees in positions identified as safety-sensitive by the **County** shall be subject to random testing for drugs, prohibited substances, and alcohol.
2. Per DOT testing guidelines for CDL holders, the **County** will test for drugs/prohibited substances at a minimum, 50% of the average number of employee-CDL positions each calendar year. The **County** will alcohol test, at a minimum, 10% of the average number of employee-CDL positions each calendar year.
3. For all other safety-sensitive positions, the **County** will test for drugs/prohibited substances, at a minimum, 25 % of the average number of employee positions designated as safety-sensitive each calendar year. The **County** will alcohol test, at a minimum, 10 % of the average number of employee positions designated as safety-sensitive each calendar year.
4. The selection of employees for random testing shall be on a non-discriminatory basis and made from a computer-based random number generator that is matched with the employee's social security number. Random testing will be unannounced and the dates for administering the tests will be spread reasonably throughout the year. Random testing will be performed at any time while the employee is at work.
5. An employee selected for random testing shall proceed immediately to the test site and will be advised to refrain from eating or drinking prior to the test. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.
6. Employees selected for a random test but absent due to annual, sick leave, other leave, or on urgent **County** business approved by their department head will not be notified to take the random test until the first day they return to work after random selection.
7. Random selection may result in some employees being tested more than once each year; some may not be tested at all.

#### **2.9.12. Return-to-Work Testing/Follow-Up Testing**

1. If the **County** agrees to continue employment, an employee who violates this policy and undergoes rehabilitation for drugs, prohibited substances, or alcohol will, as a condition of returning to work, be required to undergo follow-up testing as established by the **County**. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance use issue. The **County** will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such

condition for continued employment shall be given to the employee in writing. The **County** may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.

2. Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

#### **2.9.13. Consequence of Refusal to Submit to Testing/Adulterated Specimen**

The following shall be treated as a positive test and will result in disciplinary action, up to and including termination:

- Refusal to submit to testing for drugs, prohibited substances, and/or alcohol, or who consents to a test but fails to appear timely at the collection site, or who fails to give a sample after reasonable opportunity to do so, or engages in conduct which attempts to or does impact the validity of any such testing, will be treated as a refusal to submit to a test. Such refusal shall be treated as a positive test.
- Submission of an invalid, substituted, or adulterated specimen will be considered a refusal to test and such refusal shall be treated as a positive test.
- A diluted positive test result shall be treated as a positive test.

#### **2.9.14. Testing Guidelines**

1. The **County** may test for alcohol and illegal/prohibited substances including but not limited to:
  - Marijuana (Cannabis)\*
  - Cocaine, including crack
  - Opioids, including heroin, codeine, morphine, hydrocodone, hydromorphone, oxycodone, and oxycodone
  - Amphetamines, including methamphetamines
  - Phencyclidine (PCP)
  - \*Tests for marijuana for workers' compensation purposes must be a blood test per requirements set forth in NRS 616C.230.
2. In addition to testing for the above substances, CDL holders are subject to testing for the following substances:
  - 6-Acetylmorphine
  - MDMA (Ecstasy)
3. Where applicable, the **County** will follow federal testing procedures for drugs and alcohol set forth by the Federal Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.



### **2.9.15. Option for Drug/Prohibited Substance Retest**

1. In the event that an employee is required to submit to a screen test for drugs/prohibited substances within 30 days of employment, the employee shall have the right to submit an additional screening test, at one's own expense, to rebut the results of the initial screening test. The **County** shall accept and give appropriate consideration to the results of such a screening test. This provision does not apply to the extent that it is inconsistent or otherwise conflicts with an applicable collective bargaining agreement or federal law, or to a position funded by a federal grant.
2. In all other cases:
  - a. No later than 72 hours after receipt of a positive test, an employee who tests positive may request a confirmatory retest of the same sample at one's expense at a certified laboratory of the employee's choice.
  - b. Upon request, the medical review officer will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the U.S. Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing analysis.
  - c. The employee will be required to authorize the laboratory to provide the **County** with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis. The result of the confirmatory test is final.

### **2.9.16. Requirement for Drug/Prohibited Substance Retest**

An employee who tests negative dilute will be required to immediately retest. The employee will:

- Be given the minimum possible advance notice of retest,
- Will be accompanied by a supervisor to the collection site, and
- Will not be allowed to eat or drink between the period of being noticed of the retest and the actual test.

The retest will not be under direct observation unless directed so by the Medical Review Officer. If the retest is also negative dilute, the test will be considered negative and the **County** will not conduct a third test unless directed to do so by the Medical Review Officer.

### **2.9.17. Searches**

If the **County** suspects that an employee is in possession of illegal drugs, prohibited substances, alcohol, or contraband in violation of this policy, the **County** may search employer vehicles, lockers, desks, and work areas as outlined in employer's Use of Employer Property and Premises and Searches policies.

### **2.9.18. Violation of Policy**

1. Employees in violation of the provisions of this policy will be subject to disciplinary action, up to and including termination.

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

### **2.9.19. Confidentiality**

Test results may only be disclosed to the employee; the appropriate medical and treatment providers; the **County's** attorney; a **County** representative necessary to respond to an alleged violation of this policy; individuals within the **County** who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal, as required.

## **2.10. Prohibition of Workplace Violence**

### **2.10.1. Policy**

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

### **2.10.2. Scope**

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

### **2.10.3. Implementation of Policy**

1. The **County** will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the **County**, or which occur on property owned or controlled by the **County** during the course of the employee's performance of job duties, which affect the **County's** business, or which occur at an employer sponsored or commissioned event or social gathering. Examples of workplace violence include, but are not limited to, the following:
  - All threats (including direct, conditional, or veiled) or acts of violence occurring on premises owned or controlled by the **County**, regardless of the relationship between the **County** and the parties involved in the incident.
  - All threats of any type or acts of violence occurring off the **County's** premises involving someone who is acting in the capacity of a representative of the **County**.
  - All threats of any type or acts of violence occurring off the **County's** premises involving an employee of the **County**, if the threats or acts affect the legitimate interests of the **County**.
  - Any acts or threats resulting in a criminal conviction of an employee or agent of the **County** or an individual performing service for the **County** on a contract or temporary basis which adversely affect the legitimate interests and goals of the **County**.
2. Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:
  - Hitting, shoving, or otherwise assaulting an individual;

- Direct, conditional, or veiled threats of harm directed to an individual or family, friends, associates, or property;
  - The intentional or malicious destruction or threat of destruction of the **County's** property, or property of another employee;
  - Harassing or threatening phone calls, text messages, notes, letters, computer messages, or other forms of communication;
  - Harassing surveillance or stalking;
  - Unauthorized possession or inappropriate use of firearms, weapons, hazardous biological or chemical substances, or explosives while on **County** business;
  - Displaying overt signs of extreme stress, resentment, hostility, or anger;
  - Making intimidating, abusive, or threatening remarks;
  - Displaying irrational or inappropriate behavior.
3. The **County** desires to detect and deter real, potential, or threatened violence. Every employee is required to report immediately any acts of violence or any threat of violence against any coworker, supervisor, manager, elected official, visitor, volunteer, other individual, or property. Supervisory and managerial personnel who witness or become aware of any acts or threats of violence must notify their superior immediately. Every other person on **County** property is encouraged to report incidents of threats or acts of violence.
4. Reports of violence or threatening behavior should be made to human resources, an employee's immediate supervisor or manager, or any other supervisory or management employee. The **County** is committed to ensuring that employees reporting real or perceived threats in good faith will not be subject to harassment or retaliation. Nothing in this policy alters any other reporting obligation established in the **County's** policies or in state, federal, or other applicable law.

#### **2.10.4. Violation of Policy**

Violations of this policy by any employee may lead to disciplinary action, up to and including termination and/or appropriate legal action. The **County** may also take appropriate disciplinary action against any employee who intentionally makes a false or malicious statement about coworkers or others.

Actions of law enforcement personnel which are necessary in the performance of their duties and are consistent with policies or sound law enforcement procedures shall not be considered to violate this policy. In addition, actions necessary for bona fide self-defense or protection of employees of the **County** or of **County** property shall not be considered to violate this policy.

#### **2.10.5. Temporary Restraining Orders**

The **County** may apply for an order for protection against harassment in the workplace under the terms of NRS 33.200 – 33.360.

### **2.11. Employment of Relatives**

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

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

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

### **2.12. Code of Ethical Standards**

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

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

- All elected and appointed officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
- They will act with care and diligence in the course of their employment.
- They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost professionalism and courtesy.
- They will comply with all applicable federal, state, and local laws.
- They will comply with any lawful and reasonable direction given by someone in the employee's agency who has authority to give the direction.
- They will maintain appropriate confidentiality.
- They will disclose, and take reasonable steps to avoid, any actual or potential conflict of interest in connection with their employment.
- They will use **County** resources in a proper manner.
- They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment.

- They will, at all times, act in a way that upholds the values and the integrity and good reputation of **County**.
- They will comply with any other conduct requirement that is prescribed by the **County**.

In addition, the **County's** officials and employees are required to comply with the provisions of NRS 281A and NRS 281. Employees shall familiarize themselves with Nevada Ethics in Government Manual available through the Nevada Commission on Ethics.

Employees who suspect violations of this policy must report the conduct/behavior(s) as soon as possible to any supervisor/manager or the HR representative.

The **County** will not tolerate any retaliation by management or by any other employee against an employee who exercises rights under this policy. Employees who believe they have been retaliated against in any manner whatsoever should immediately notify HR Representative. The **County** will promptly investigate and deal appropriately with any allegation of retaliation. In the event retaliation is substantiated, disciplinary action up to and including termination may be taken.

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

## **2.13. Political Activity**

### **2.13.1. Policy**

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

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

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

### **2.13.2. Running for or Holding Political Office**

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

Employees who are seeking, or who have been elected or appointed to public office, shall not conduct any campaign-related business while on duty.

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

- The employee will be expected to resign their position;
- The employee may apply and seek approval for use of accrued leave time; or
- The employee may request unpaid leave per **County's** Leave of Absence Without Pay policy.

The maximum duration of unpaid leave time approved will be 10 days or 80 hours days. **County's** leave policies addressing continuation of health insurance, retirement benefits, accrual of additional leave time, and job and seniority status will be applied in this situation.

### **2.13.3. Election-Related Communications**

Pursuant to NRS 294A, any election-related communications published in support of or opposition to a candidate which contain official contact information of **County** must state that the communication is not endorsed by, and is not an official publication, of **County**.

## **2.14. Solicitation Prohibited**

### **2.14.1. Employee Activities**

Distribution of literature by employees in work areas or solicitation by employees during work time on behalf of any club, society, labor union, religious organization, political party, philanthropic or similar organization, or for any purpose whatsoever is strictly prohibited. Distribution of information and correspondence related to the administration of a collective bargaining agreement by officers, consultants, and business representatives of a recognized employee organization may be allowed pursuant to the terms of a collective bargaining agreement.

### **2.14.2. Non-Employee Activities**

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

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

## **2.15. Work Stoppage Prohibited**

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

## **2.16. Use of Employer Property and Premises**

### **2.16.1. Policy**

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

### **2.16.2. Searches**

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

If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. The **County** may take whatever legal means are necessary, consistent with this policy, to determine whether unauthorized material, weapons of any type, or controlled substances are located or being used on **County** premises. The **County** may call upon law enforcement authorities to conduct an investigation if deemed necessary.

Searches will be conducted by management personnel or law enforcement authorities and may or may not be conducted in the presence of the person whose work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the **County's** representative conducting the search.



## **2.17. Phone Policy**

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

### **2.17.1. Personal Calls & Texts**

Personal phone calls, messages, texting, audio/video recording, and other features of employee's private cell phone or the **County's** equipment, are limited to reasonable times during work hours.

Excessive personal communication can result in lost productivity and distract coworkers.

Employer-issued cell phones are to be used only for official business reasons. If an emergency situation arises and the employer-issued cell phone must be used for a personal call or text and the employee is not able to obtain prior authorization from a supervisor, the employee is required to notify the supervisor as soon as is practicable. The employee is required to furnish the reason for the call/text and, if requested, the number called. Employees are expected to protect the employer-issued mobile equipment from loss, damage, or theft.

### **2.17.2. Cell Phone Use in Vehicles**

1. All employees are expected to follow applicable state and federal laws regarding the use of cell phones, or other hand-held devices at all times. Employees on duty and/or conducting employer business at any time while operating a motor vehicle are prohibited from using cell phones while the vehicle is in motion unless using a hands-free device. This includes dialing, answering, texting, and checking messages. Employees are neither required nor expected to use a cell phone while the vehicle is in motion. Safety must come before all other concerns.
2. Employees shall pull off the road and safely stop before placing or accepting calls, texting, checking and responding to messages, unless they are using hands-free operations/devices.
3. This provision does not include passenger use of cell phones.
4. This prohibition is in effect regardless if the cell phone is issued by the **County** or is privately owned by the employee.
5. An exception to this rule is the legitimate use of cell phones by specific departments and for specific reasons as established by each department and under NRS 484B. For example, the police, fire, ambulance, and EMT departments may operate vehicles while using cell phones only in direct response to emergency calls, but must always keep safety a paramount concern.

### **2.17.3. Phone Use in Business Meetings**

Phone use during meetings, to include texting, unless specifically required and authorized by management, should be limited and only work-related.

## **2.18. Information Technology**

### **2.18.1. Policy**

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

Employees are prohibited from engaging in any conduct which would violate **County** policy or procedure. Use of personal or **County** electronic devices to engage in such conduct can create liability for **County**, and as such, obligates **County** to undertake reasonable procedures to investigate such allegations, including but not limited to inspection of such equipment. In the event an employee becomes the subject of such an investigation and the allegations include potential violations of **County** policies, whether on work or personal time, and whether using **County** or personal devices, the **County** will undertake such an investigation and inquiry by all means allowable under state and federal law.

### **2.18.2. Privacy**

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

In accordance with provisions of NRS 613.135, the **County** will not request usernames and passwords for personal social media accounts and will not take any type of employment action against an employee who refuses to provide the username and password for their personal social media account. This provision does not prevent an **County** from requiring an employee to disclose the username and password for access to the **County's** computer or information system.

### **2.18.3. Use**

1. The computers, electronic equipment, associated hardware and software, including, but not limited to electronic mail (email or instant messaging "IM") and access to on-line services, as well as voice mail, pagers, smart phones, and faxes, even when accessed from a personal device, belong to the **County** and, as such, are provided for business use. Very limited or incidental use of **County**-owned equipment by employees for personal, non-business purposes is acceptable as long as it is:

- a. Conducted on personal time (i.e., during designated breaks or meal periods);
  - b. Does not consume system resources or storage capacity;
  - c. Does not involve any prohibited uses; or
  - d. Does not reference **County** or themselves as an employee without prior approval. This includes, but is not limited to:
    - i. Text which identifies **County**.
    - ii. Photos which display **County** logos, patches, badges, or other identifying symbols of **County**.
    - iii. Information of events which occurs involving **County** without prior approval.
    - iv. Any other material, text, audio, video, photograph, or image which would identify **County**.
2. Employees loading, importing, or downloading files from sources outside the **County's** system, including files from the Internet, social media sites, and any computer disk/drive, must ensure the files and disks/drives are scanned with the **County's** current virus detection software before installation and execution. Compliance to copyright or trademark laws prior to downloading files or software must be adhered to explicitly.
  3. Employees may use information technology, including the Internet, World Wide Web, and social media sites during work hours on job-related matters to gather and disseminate information, maintain their currency in a field of knowledge, participate in professional associations, and communicate with colleagues in other organizations regarding business issues.
  4. An employee's use of the **County's** computer systems, telecommunication equipment and systems, and other devices or the employee's use of personally owned electronic devices to gain access to **County's** files or other work-related materials maintained by **County** constitutes the employee's acceptance of this policy and its requirements.

#### **2.18.4. Prohibited Activities**

The following activities are strictly forbidden by this policy:

1. Violations of the rights of any person or entity protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including but not limited to the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by **County**.
2. Unauthorized copying of copyrighted material including but not limited to digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which **County** or the end user does not have an active license.
3. The installation of software on **County** computers without the prior approval of the Chief Information Officer (CIO) is prohibited.

4. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The **County** CIO should be consulted prior to export of any material that is in question.
5. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, email bombs, etc.).
6. Allowing access to confidential or proprietary information on **County** systems. This includes family and other household members when work is being conducted at an employee's home.
7. Using **County** equipment or systems to actively engage in procuring or transmitting materials that is in violation of sexual harassment or hostile workplace laws.
8. Making fraudulent offers of projects, items or services originating from any **County** account.
9. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
10. Effecting security breaches or disruptions of network communication.
11. Port scanning or security scanning, unless conducted by or on behalf of the CIO or designee during his or her duties on behalf of **County**.
12. Executing any form of network monitoring which will intercept data not intended for the employee's host unless this activity is a part of the employee's normal job/duty.
13. Circumventing user authentication or security of any host network or account.
14. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
15. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/intranet/extranet.
16. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
17. Any form of harassment via email, telephone or paging, whether through language, frequency or size of messages.
18. Unauthorized use, or forging, or email header information.
19. Solicitation of email from any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
20. Creating or forwarding "chain letters" or "Ponzi" or other pyramid schemes of any type.
21. Use of unsolicited email originating from within **County's** networks or other Internet/intranet/extranet service providers on behalf of, or to advertise, any service hosted by **County** or connected via **County's** network.
22. Physical alteration or repair of any hardware or software such as computers, laptops, printers, fax machines, phones, online services, email systems, bulletin board systems, recording equipment, copiers, or any other software that is owned, licensed by or operated by **County**, as well as monitors, mice, keyboards, etc.; users must report any problems with hardware or software to the **County** CIO.

### **2.18.5. Permitted Activities**

Use of **County** computers and electronic communications resources are for program and business activities of **County**. All use of such resources shall be conducted in a framework of honest, ethical and legal activities that conform to applicable license agreements, contracts, and policies regarding their intended use. Although incidental and occasional personal use of the organization's communications systems are permitted, users automatically waive any rights to privacy.

## **2.19. Social Networking (Social Media) Policy**

### **2.19.1. Policy**

The **County** takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. However, employees' use of social media can pose risks to **County's** confidential and proprietary information and reputation, can expose **County** to discrimination and harassment claims, and can jeopardize **County's** compliance with business rules and laws. To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance, and to ensure that the **County's** IT resources and communications systems are used appropriately as explained below, **County** expects its employees to adhere to the following guidelines and rules regarding social media use. The **County's** social networking policy includes rules, guidelines, and best practices for **County**-authorized social networking and personal social networking and applies to all **County** personnel policies.

### **2.19.2. General Provisions**

Social media includes all means of communicating or posting information or content of any sort on the Internet, including but not limited to, employee's own or **County's** video or wiki posting, social networking sites such as Facebook, LinkedIn, and Twitter, personal blogs, personal websites, or other similar forms of online communication journals, diaries, or personal newsletters not affiliated with the **County**.

Unless specifically instructed, employees are not authorized and, therefore, restricted to speak on behalf of the **County**. Employees are expected to protect the privacy and well-being of the **County** and its employees. Employees are prohibited from disclosing confidential employee and non-employee information as outlined in Confidential Information policy and any other non-public information to which employees have access to the extent such discussion or disclosures are not protected under state or federal law.

### **2.19.3. Social Media Post Disclaimer**

Social media postings by employees from **County** email addresses should contain the following disclaimer stating that the opinions expressed are strictly their own and not necessarily those of **County**, unless the posting is in the course of business duties:

- Any views or opinions presented in this message are solely those of the author and do not necessarily represent those of **County**. Employees of **County** are expressly required not to make defamatory statements and not to infringe or authorize any infringement of copyright or any other legal right by electronic communications.

Any such communication is contrary to **County** policy and outside the scope of the employment of the individual concerned. **County** will not accept any liability in respect of such communication, and the employee responsible will be personally liable for any damages or other liability arising.

#### **2.19.4. Employer Monitoring**

Employees are cautioned there is no expectation of privacy while using **County's** Internet, equipment, or facilities for any purpose, including authorized posting or editing to social networking sites. Employee's posting can be viewed by anyone, including the **County**. The **County** reserves the right to monitor its Internet, equipment, and facilities that are used to post comments or discussions about the **County** or its employees on social networking sites. The **County** may use search tools and software to monitor use of its Internet, equipment, and facilities, for posting to social networking sites.

The **County** reserves the right to use content management tools to monitor, review, or block content on **County's** social networking sites that violate this policy. Employees consent to such monitoring by acknowledgment of this policy and use of the **County's** IT resources and systems.

#### **2.19.5. Reporting Violations**

The **County** requests and strongly urges employees to report any actual or perceived violations of this policy to their immediate supervisor, manager, human resources, designated EEO officer, or District Attorney.

#### **2.19.6. Violation of Policy**

The **County** will investigate promptly and respond to all reports of violations of the social networking policy and other-related policies. Violation of the **County's** social networking policy may result in disciplinary action, up to and including termination. The **County** reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

#### **2.19.7. Authorized County Social Networking**

The goal of authorized social networking is to become a part of the community conversation and promote web-based sharing and exchange of **County** information and feedback from members of the public. Authorized social networking is used to convey information about **County** operations and services; promote and raise awareness of the organizational culture; search for potential new equipment and training tools; communicate with other employees, members of the public, and interested parties; issue or respond to breaking news or other matters of public interest; and discuss organization-specific activities and events.

When social networking, the **County** must ensure that use of these communication paths maintain honesty, integrity, courteousness, and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

### 2.19.8. Rules and Guidelines

The following rules and guidelines apply to entries made on all **County**-related social networking sites.

1. Only authorized employees can prepare and modify content for the **County's** social networking sites. If an employee is required to use social media as part of assigned job duties, for **County's** marketing, public relations, recruitment, communications, or other business purposes, the content must be relevant, add value, and be approved by the **County** in advance of posting. If uncertain about any information, material, or conversation, employees must contact their supervisor or manager, human resources, designated EEO officer, or District Attorney to discuss the content.
2. Note that **County** owns all social media accounts used on behalf of **County** or otherwise for business purposes, including any and all log-in information, passwords, and content. **County** owns all such information and content regardless of the employee that opens the account or uses it and will retain all such information and content regardless of separation of any employee from employment with **County**.
3. If an employee's job duties require one to speak on behalf of **County** in a social media environment, the employee must still seek approval for such communication from the supervisor or manager, human resources, designated EEO officer, or District Attorney who may require the employee to receive training before posting and may impose certain requirements and restrictions regarding the employee's social media activities.
4. All employees must identify themselves as employees of the **County** when posting comments or responses on the **County's** social networking sites. If an employee is contacted to comment about the **County** for publication, including any social media outlet, the request should be directed to District Attorney who will then determine the response to be provided on behalf of the **County**.
5. Any copyrighted information where written reprint information has not been obtained in advance cannot be posted.
6. All employees of the **County** are responsible for ensuring all social networking information complies with the **County's** written policies. Management is authorized to remove any content posted on an **County** social media site that does not meet the rules and guidelines of this policy, any other **County** policy, or that may be illegal, prohibited, or offensive. Removal of such content will be done at the discretion of the **County** without permission or advance warning.
7. The **County** expects all **County**-authorized guests to social networking sites to abide by all rules and guidelines of this policy. The **County** reserves the right to remove, without advance notice or permission, all guest content considered malicious, defaming, obscene, threatening, or intimidating. The **County** also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.
8. Employees must not expose themselves or the **County** to legal risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites visited to ensure compliance with those terms of service.

### 2.19.9. Personal Social Networking

The **County** respects the right of employees to use social networking sites and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the **County**. In accordance with provision of NRS 613.135, the **County** will not request usernames and passwords for personal social media accounts. This policy applies to all board members, management, employees, and volunteers. The **County** does not discriminate against employees who use these sites for personal interests and affiliations or other lawful purposes.

1. Commenters are personally responsible for their commentary on social networking sites and can be held personally liable for commentary that is considered malicious, defamatory, obscene, threatening, intimidating, or libelous by any offended party, not just the **County**. Remember that what is published might be available to be read by the masses (including the **County**, future employers, and social acquaintances) for a long time. Employees should keep this in mind before posting content.
2. Employees are prohibited from using **County** equipment, including computers, licensed software or other electronic equipment, or facilities on work time to conduct personal social networking activities. Employees are prohibited from using their work email address to register on social networking sites utilized for their personal use.
3. Employees shall not use social networking sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the **County**. Social media should never be used in a way that violates any other **County** policies or employee obligations. If an employee's social media activity would violate any of the **County's** policies in another forum, it will also violate them in an online forum.
4. If employee chooses to identify oneself as an employee of **County**, note that some readers may view the employee as a spokesperson for the **County**. Because of this possibility, employees are required to state their views expressed on the social networking site belongs to the employee alone and is not reflective of the **County** or of any person or organization affiliated or doing business with the **County**.
5. Employees should use good judgment about what is posted on social media and remember that anything posted can reflect on **County**, even if a disclaimer is used. Employees should always strive to be accurate in their communications about **County** and remember that posted statements and materials have the potential to result in liability for the employee and the **County**. **County** encourages professionalism and honesty in social media and other communications.
6. Employees cannot post the name, trademark, or logo of the **County** or any business with a connection to the **County**. Employees cannot post **County**-privileged information, including copyrighted information or **County**-issued documents.
7. Authorized employees posting to **County**-owned social media accounts may not post photographs of other employees, volunteers, members of the public, vendors, and suppliers on the **County** premises, nor can employees post photographs of persons



- engaged in **County** business without prior authorization by immediate supervisor, manager, human resources, or District Attorney.
8. Employees cannot post any advertisements or photographs of **County** products and services, nor use the **County** in advertisements without disclosing the employee's connection to the **County**.
  9. Employees cannot link from a personal social networking site to the **County's** internal or external websites.

This policy is not intended to restrict communications or actions protected or required by federal or state law.

#### **2.19.10. Media Contacts**

If contacted by the media, press, or any other public news source about employees' post that relates to **County** business, employees are required to obtain written approval from the immediate supervisor, manager, human resources, or District Attorney prior to responding on behalf of the **County**.

#### **2.19.11. Prohibition Against Retaliation**

The **County** will not tolerate any retaliation by management or by any other employee against an employee who reported a violation of this policy or cooperating with an investigation. Employees who believe they have been retaliated against in any manner whatsoever should immediately notify the EEO Officer or alternative EEO Officer. The **County** will promptly investigate and deal appropriately with any allegation of retaliation.

### **2.20. Use of Tobacco or Smoking Products**

The **County** is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As required in accordance NRS 202.2483 (Nevada Clean Indoor Air Act), smoking in any form, including electronic smoking devices and similar products, is prohibited within any building owned, leased, contracted for, and utilized by the **County**. This prohibition extends to areas that are routinely or regularly used by employees, including but not limited to: work areas, restrooms, hallways, employee lounges, cafeterias, conference and meeting rooms, lobbies, reception areas, and vehicles **County** owns or uses. The **County** may designate an outdoor smoking area for its employees. The **County** shall not allow the use of tobacco or smoking products during staff and training meetings.

### **2.21. Outside Employment**

#### **2.21.1. Policy**

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

### 2.21.2. Conflicting Employment

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

1. Interferes with or negatively impacts the employee's ability to perform assigned job.
2. Prevents the employee's availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.
3. Is conducted during the employee's work hours.
4. Requires the services of other employees during their normally scheduled work hours.
5. Makes use of the **County's** telephones, computers, supplies, or any other resources, facilities, or equipment.
6. Is represented as an activity of the **County** or an activity endorsed, sanctioned, or recommended by the **County**.
7. Takes advantage of the employee's employment with the **County**, except to the extent that the work with the **County** may demonstrate expertise or qualification to perform the outside work.
8. Requires the employee to schedule time off at specific times that could disrupt the operation of the **County**.
9. Involves employment with a firm that has contracts or does business with the **County**. Exceptions to this policy have been identified in *Code of Ethical Standards* policy.
10. Negatively impacts the public's perception of the integrity or credibility of the **County**.

### 2.21.3. Procedure

1. An employee must request written approval from the direct supervisor/manager for outside employment, including self-employment. The proposed outside employment may not be construed as an extension of assigned duties or responsibilities with the **County**.
2. In order to determine if there is a conflict with the employee's duties, the supervisor/manager may request information, such as:
  - The outside employer's name;
  - Nature of the work performed by the outside employer;
  - Whether the activity of the outside employment requires employee to disclose information obtained with **County** and/or impairs employee's independence or ethics;
  - Proposed work schedule;
  - Job location; and
  - Duties to be performed.
3. If the supervisor/manager denies the request, the employee may request a review by the department head or designee whose decision will be final.
4. The **County** may withdraw approval of the outside employment if a conflict is determined.
5. Employees who engage in outside employment which is prohibited by this policy may be subject to discipline, up to and including termination.

6. Provisions of policies and procedures of the Police/Sheriff's Department may provide additional restrictions or conditions for approval of outside employment and will remain in effect as they are currently written or as they may be modified.

## 2.22. Personal Appearance

### 2.22.1. Policy

1. Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, and neat appearance. An employee unsure about whether attire or grooming is appropriate should consult with the direct supervisor or manager.
2. Employees working in office areas should dress professionally. Appropriate attire includes, but is not limited to, slacks, khakis, capris, or crop pants (if they portray a business appearance), knit blouses or tops, dress shirts, polo and cotton shirts, skirts and dresses, turtlenecks, sweaters, loafers, and sandals. Blue jeans, T-shirts, sweat suits, and leggings are not appropriate office dress.
3. For those employees who do not have direct contact with the public, dress should still be neat and clean and pose no safety hazard to themselves or others.
4. On approved casual days, employees may dress in casual clothing, including jeans and T-shirts, although dress standards still require a neat, clean appearance.
5. Field employees are required to wear the assigned work uniform provided by the **County**. If a work uniform has not been assigned, employees may wear jeans and T-shirts as well as shorts that are no more than 3 inches above the knee. Any employee who performs any work assignments in the field must wear closed-toe shoes. Long hair must be tied back to ensure the employee's personal safety. Loose clothing or dangling jewelry that poses a safety hazard to employees also is prohibited.
6. Under no circumstances may employees wear halter tops, strapless tops, spaghetti straps, tank tops, cropped tops, clothing with offensive wording (sexually-related references or inappropriate language) or that promotes the use of illegal drugs, prohibited substances, or alcohol, clothing that shows undergarments (sheer), torn clothing, clothing with holes in it, or tight-fitting, revealing, or oversized clothing. All clothing must be clean, neat, and fit properly. Safe, neat, and clean shoes should be worn at all times.
7. For all employees, professional appearance means that the **County** expects employees to maintain good hygiene and grooming while working. Facial hair is permitted as long as it is neat and well-trimmed. Earrings in the earlobe are acceptable; however, gauges, extenders, and/or o-rings must be removed while working. Rings/studs through the nose, eyebrow, tongue, or body parts other than the ear lobe that are visible to the public may not be worn while working. All tattoos must be small in size or covered at all times and may not be offensive in nature (sexually related references, inappropriate wording, and the promotion of illegal drugs or prohibited substances is prohibited). Employees are expected to be conservative in the wearing of makeup, scented products, and hairstyles.
8. If an employee requires a reasonable accommodation regarding personal appearance for bona fide legal reasons, the employee shall contact the direct supervisor or manager

to discuss an exception to the personal appearance guidelines. Unless it would constitute an undue hardship or safety hazard, the **County** will accommodate such requests.

### **2.22.2. Enforcement**

1. All employees should practice common sense rules of neatness, good taste, and comfort. Provocative clothing is prohibited. **County** reserves the right to determine appropriate dress at all times and in all circumstances.
2. When the **County** believes an employee's dress or grooming does not comply with the personal appearance guidelines, the immediate supervisor will discuss the issue with the employee. If counseling fails to result in the desired response, the supervisor may initiate disciplinary action.
3. **County** may require employees to change clothes should it be determined that dress is not appropriate.

### **2.23. Children, Animals, and Visitors in the Workplace**

To avoid disruptions to the employee and coworkers, potential distractions in serving members of the community, and to reduce personal and property liability, employees shall not bring children and/or animals to the workplace and are limited in having family and friends visit.

This policy is intended to address the presence of children and animals while the employee is on duty and does not include official functions or activities promoted by the employer which may allow children and/or animals.

Supervisors may grant a temporary exception to the rule prohibiting children in the workplace, not to exceed one workday, to accommodate the employee. If an exception is granted, it is the responsibility of the employee to supervise and control the movements of the child. It is not acceptable to request an accommodation to bring sick children into the workplace.

This policy does not apply to employees whose service animal has been approved by the **County** as a reasonable accommodation under the Americans with Disabilities Act.

The **County** understands that an occasion may arise when an employee receives a visit from a family member or friend during working hours and allows such visits, providing they are short in duration and not disruptive to other employees or the public.

### **2.24. Reporting Convictions, Investigations, and Change of License**

#### **2.24.1. Reporting Convictions**

All employees and volunteers are required to immediately report convictions, guilty or nolo contendere pleas, or deferred adjudications for felony, misdemeanor (excluding juvenile adjudication), or any lesser crime other than minor traffic infractions to their supervisor or manager. Convictions shall not automatically impact the employees' employment or the volunteer's assignment. The **County** will make an assessment of the effect of the conviction

to the essential duties of the position the employee holds or the duties the volunteer performs.

#### **2.24.2. Reporting Investigations**

All employees and volunteers are required to immediately report to their supervisor or manager if they are under investigation by a licensing board or other regulatory entity for actions related to their employment or volunteer assignment.

#### **2.24.3. Reporting Change of License**

An employee or volunteer must immediately notify the direct supervisor or manager of any suspension, restriction, or revocation of one's driver's license, permit, or other license or certification required for the performance of assigned job duties.

### **2.25. Whistleblower Protection**

#### **2.25.1. Prohibition of Threats or Coercion**

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

In accordance with NRS 281.631, an officer or employee is required to use official authority or influence to remedy any reprisal or retaliatory action of which the officer or employee becomes aware. Use of "official authority or influence" may include taking, directing others to take, recommending, processing or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation or other disciplinary action.

Employees who believe a reprisal or retaliatory action against the officer or employee for disclosing information concerning improper governmental action as defined in NRS 281.611 may file a written appeal, per NRS 281.641.

**County** will further comply with its obligations per NRS 281.611-671, inclusive.

#### **2.25.2. Disclosure of Untruthful Information**

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

## **2.26. Remote Work**

### **2.26.1. Purpose**

The purpose of this policy is to define the remote work program of the **County** and the guidelines under which it will operate.

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

Remote work is not an employee benefit, but rather a work alternative or possible reasonable accommodation based upon the job content, satisfactory work performance, and work requirements of the department and **County**.

### **2.26.2. Scope**

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

### **2.26.3. Requesting Permission to Work Remotely**

An employee who wishes to request a remote work arrangement shall submit a written request for approval to the direct supervisor/manager. The request must be approved by the appropriate department head before employee may work remotely. There may be some circumstances in which select employees are directed by the employer to work remotely if working at the traditional work site is not practicable due to an emergency, including but not limited to, public health concerns related to communicable diseases, natural disasters, or extreme weather events. Employees who are directed to work remotely due to an emergency may be exempted from the written request and the EEO Officer or ADA coordinator approval process.

**Note:** Employees requesting remote work as a reasonable accommodation shall make such requests to their supervisor and the EEO Officer or ADA coordinator as applicable.

### **2.26.4. Employee Rights and Responsibilities**

Except as specified in this policy or agreed to an individual remote work agreement signed by the employee and the direct supervisor/manager, employee rights and responsibilities are not affected by participating in remote work. As such, all of the policies set forth herein remain applicable to any employee working remotely. An employee's compensation, benefits, and expected total number of hours worked will not change regardless of work location.

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

Remote work employees must keep their supervisor informed of progress on assignments worked on at the alternative worksite, including any problems they may experience while

working remotely. The employee must generate a synopsis of activities and accomplishments for the workday in a prescribed format. Methods of planning and monitoring the work shall be at the discretion of the supervisor/manager, department head, and/or **County**.

Office needs will take precedence over remote work time. An employee must forgo working remotely if needed in the office on the regularly scheduled remote work time.

The employee is responsible for providing an appropriate workspace, including all necessary equipment not otherwise provided by **County** to perform their normal job functions unless otherwise stated in the written agreement. Employees who are directed to work remotely due to an emergency may be supplied with necessary equipment by the employer. Equipment supplied by **County** is to be used for business purposes only. Any additional financial burden resulting from the remote work arrangement is solely the responsibility of the employee unless the arrangement is identified as an ADA reasonable accommodation in which case, the situation will be addressed individually.

Employee must notify the direct supervisor of any changes to one's standard workweek (e.g., sickness, health care provider visits, or annual leave).

Remote work is not intended to serve as a substitute for child or adult care. If children or adults, in need of primary care, are in the alternate work location during employees' work hours, some other individual must be present to provide care. Exceptions may be allowed on a limited basis due to emergencies at the discretion of the manager/supervisor.

#### **2.26.5. Employer Rights and Responsibilities**

Participation in a remote work agreement is at the sole discretion of the **County**, unless identified as a reasonable accommodation. Except as specified in this policy or agreed to in the individual remote work agreement, **County** rights are not affected by an employee's participation in remote work.

The **County** will determine the methods of planning, monitoring, receiving, and reporting the employee's activity and accomplishment. **County** must manage the work of employees in their area of responsibility and assure that employees receive the assistance they need to accomplish their responsibilities.

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

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

**County** may, upon notice, inspect the employee's alternate workspace for safety and workers' compensation concerns.

### **2.26.6. Termination of Remote Work Agreement**

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

The opportunity to participate in a remote work agreement is offered only with the understanding that it is the responsibility of the employee to ensure a proper work environment is maintained, dependent care arrangements must not interfere with work, and personal disruptions such as non-business telephone calls and visitors must be kept to a minimum. Failure to maintain a proper work environment, as determined by the **County**, (select one: may or will) provide cause for discipline and/or the termination of the employee's remote work agreement.

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

**Note:** If remote work is considered as a reasonable accommodation, the **County** and employee will follow the **County's** applicable policy and process, to include proper use of appropriate forms and procedures.

### **2.27. Workplace Safety**

Employees have a duty to comply with all safety rules and are expected to take an active part in maintaining a hazard-free environment. Nevada OSHA requires that each new employee reads, understands, and signs the Nevada Workplace Safety Employee Rights and Responsibilities form. Employees are to direct questions to their supervisor.

Employees are expected to observe all posted safety rules, adhere to all safety instructions, and properly use all equipment. Employees are required to report any accidents or injuries, and any breaches of safety to the direct supervisor as soon as possible.

Disciplinary action, up to and including termination, may be imposed for violation of known safety policy and/or procedure.

Employees with ideas, concerns, or suggestions for improved safety within the workplace are encouraged to raise them with their supervisor or with another member of management. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports made in good faith may be made without fear of discrimination or retaliation.

### **2.28. Related Forms**

- Acknowledgment of Ethical Standards
- ADA Reasonable Accommodation Checklist
- ADA Employee Request for Accommodation
- ADA Accommodation Request--Employee Release
- ADA Accommodation Request--Health Care Provider Information



- ADA Accommodation Approval Letter
- ADA Accommodation Denial Letter
- Alcohol Test Informed Consent: Applicants
- Documentation for Reasonable Suspicion Drug/Alcohol Testing
- Drug/Alcohol Test Informed Consent: Current Employees
- Drug Test Informed Consent: Applicants
- Investigation Checklist
- Investigation Report Template
- Last Chance Agreement – Drug and Alcohol
- Nevada Consanguinity/Affinity Chart
- Nevada Pregnant Workers’ Fairness Act Notice
- Nevada Workplace Safety Employee Rights and Responsibilities
- Notice – Designation of Equal Employment Opportunity Officer
- Outside Employment Disclosure Form
- Request for Hearing Under the provisions of NRS 281.645 (“Whistleblower Law”) (for Counties and Cities only)
- Subsequent Injury Fund Questionnaire
- Suggested Steps for Reasonable Suspicion Drug-Alcohol Testing
- Remote Work Request Form
- Whistleblower Provisions Acknowledgment Form (for Counties and Cities only)

### 3. EMPLOYMENT

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

#### 3.1. Scope

The **County** will involve department management in the recruitment, examination, and selection process.

#### 3.2. Source of Applicant

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

Promotional recruitments limit consideration of applicants to qualified employees currently working within a single department of the **County** (departmental/promotions) or to qualified employees currently working within the **County** (**County-wide**/promotional). Departmental/promotional recruitments shall be limited to employees in regular or introductory status who have completed at least six (6) months of service. **County-wide**/promotional recruitments are limited to regular or introductory employees of the **County** with at least six (6) months of service.

### **3.3. Job Announcements**

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

#### **3.3.1. Open Recruitments**

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

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

Regular employees will be released from work, on paid status, to take an examination and participate in an interview held during their scheduled work time.

Casual/temporary/seasonal workers will not be paid for time taken to participate in an examination or interview.

#### **3.3.2. Promotional Recruitments**

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

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

### 3.4. General Requirements for Filing of Applications

#### 3.4.1. Application Forms

1. Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise. The **County** may also require résumés, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications. Applications submitted become the property of the **County**.
2. The following provisions apply to all applicants *except* an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System.

Applications for employment must be made in writing on prescribed forms (whether hard copy or electronic) which will include a statement that a record of conviction will not necessarily bar the applicant from employment and certain factors will be considered, such as:

- Whether any criminal offense charged against an applicant or committed by the applicant directly relates to the responsibilities of the position for which the applicant has applied;
  - The nature and severity of each criminal offense charged against the applicant or committed by the applicant;
  - The age of the applicant at the time of the commission of each criminal offense;
  - The period between the commission of each criminal offense and the date of the application for employment; and
  - Any information or documentation demonstrating the applicant's rehabilitation.
3. The following procedures apply to applicants for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System.
    - Applications for employment must be made in writing on prescribed forms (whether hard copy or electronic).
    - Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise.
    - The employer may also require résumés, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications.
    - Applications submitted become the property of the **County**.

#### 3.4.2. Signatures

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

### **3.5. Application Filing Periods**

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

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

### **3.6. Eligibility of Applicants**

An applicant may be disqualified from further participation in the recruitment process and/or from placement on an eligible list by the **County** for material reasons, including, but not limited to:

1. The application does not indicate the applicant possesses the qualifications required for the position.
2. The application is not fully and/or truthfully completed.
3. The applicant has prior convictions that relate to the position for which the applicant is being considered as a peace officer, firefighter, a position for an agency which provides child welfare services or residential mental health treatment to children; or a position which entails physical access to computer and/or equipment used to access the Nevada Criminal Justice Information System or the National Crime Information Center, as provided for in Nevada statute, as applicable; or other positions exempted by state or federal law.
4. The applicant has been discharged from or resigned in lieu of dismissal from any prior employment for any cause which would constitute a reason for dismissal from employment with the **County**.
5. The applicant does not appear at the time and place designated for an examination or interview.
6. The applicant is a former employee of the **County** who, absent a compelling reason, quit without notice.
7. Applicant's failure to possess a valid license, certificate, permit, or occupational certification. If a prospective applicant for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, the applicant will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.
8. The applicant is a former employee whose performance evaluations indicated below acceptable performance and/or behavioral problems, such as insubordination, leave abuse, or excessive tardiness.

### **3.7. Limitation of Applicant Pool to Most Qualified**

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

### **3.8. Examination Process**

#### **3.8.1. Administration of Examinations**

All examinations for initial employment, whether formal or informal, are conducted under the direction of the **County**. Examinations shall be conducted when there is a need to establish an eligible list or in any circumstances the **County** deems appropriate. The techniques used in the examination process shall be consistent, impartial, practical, and relate to the qualifications and suitability of applicants to perform the job duties and responsibilities of the position.

#### **3.8.2. Factors Evaluated**

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

#### **3.8.3. Minimum Standards**

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

### **3.9. Eligible Lists**

The **County** may maintain eligible lists consisting of the names of applicants eligible for hire based on the recruitment process. While generally used to fill a single position, eligible lists may be used to fill additional positions which occur within six (6) months of the establishment of the list or until a published expiration date, whichever occurs first.

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

### **3.10. Referral of Applicants for Hire**

When the County Department requests that a vacancy be filled, the HR Representative will provide the Department with the names of applicants from the appropriate eligible list. Any person on an appropriate reinstatement list shall be considered for appointment in accordance with the **County's** established layoff policy. If the **County** decides to fill a

vacancy by hiring from a promotional eligible list, such a list will be created with eligible applicants from the promotional list being referred to the hiring department for consideration. Eligible applicants will be referred for consideration on the basis of the results of competitive examination scores or, in the case of reinstatement lists, according to the **County's** layoff policy.

When an eligible list (except a reinstatement list) contains fewer than three eligible applicants willing to accept appointment, the **County** may make an appointment from among such eligible applicants or may request the HR Representative to provide a new list. When so requested, the HR Representative will provide the **County** with eligible applicants from another appropriate eligible list or, if no other list exists, conduct a new recruitment and establish a new eligible list.

### **3.11. Interviewing Applicants**

Once applications have been evaluated and a determination of whether to interview has been made, applicants will be notified as to their status.

Each applicant applying for the same position will be asked the same job-related questions and rated using the same evaluation form to measure the extent to which each applicant possesses the necessary knowledge, skills, and abilities required for the position. Whenever necessary, follow-up questions should be asked to clarify the response of the applicant. Questions which are unlawful or on inappropriate subjects must be avoided.

Applicants who are selected for an interview will be provided the pay range of the position for which was applied.

### **3.12. Selection**

Employment decisions will be based solely on merit. Consistent with applicable federal, state, and local laws and regulations, employment decisions may not be influenced by any protected class membership or the applicant's wage or salary history. The **County** will not request usernames and passwords for personal social media accounts. The hiring manager has ultimate responsibility for selection of the applicant for hire; however, input of the other members of the interview team will be taken into consideration. The hiring manager is responsible for ensuring the selected applicant meets the required level of education, experience, certification, license, etc. The hiring manager will document the basis of the decision to select a particular applicant; e.g., why the applicant is the most qualified and the best fit for the position. The hiring manager should also document why other applicants were not selected; the Applicant Interview Evaluation Form is a good tool for this. The hiring manager will submit the documentation regarding the reasons the selected applicant was chosen and notify HR Representative of the selection.

In compliance with NRS 281.060(2), if all other qualifications of applicants are considered equal, the **County** will give preference first, to honorably discharged military personnel who are citizens of the State of Nevada, and second to citizens of the State of Nevada.

### **3.13. Correction of Administrative Errors**

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

### **3.14. Reference Checks**

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

#### **3.14.1. Acquiring References**

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

1. Obtain an **County** employment application that is signed and dated by the applicant. The applicant must have completed all relevant sections of the application.
2. Obtain authorization from the applicant by means of the applicant's signature directly on the application and/or separate release form for the release of information from former employers, military, educational institutions, other institutions, personal references, and other individuals listed on the application. Authorization for release of such information by the applicant shall include a release from liability of any company, institution, or individual providing such information. Applicants who refuse to sign such a release will be eliminated from further consideration for employment with the **County**.
3. Inform the applicant that the **County** will conduct a reference check and that evaluating the applicant's suitability for employment includes contacting employment and other references, educational institutions, and personal and professional associates to verify information provided.
4. Develop questions that are related to the essential functions of the position and are non-discriminatory. Questions related to an applicant's training, knowledge, skills, production, timeliness, quality of work, and ability to work with others are examples of appropriate inquiries. Discriminatory or non-work-related questions such as family or marital status, disabilities, age, and related areas are not appropriate.
5. Identify the appropriate individual(s) to question regarding the applicant's work performance, knowledge, skills, and abilities related to the essential functions of the position.
6. Adequately document the conversation and record refusals to provide information.

7. Maintain strict confidentiality of all reference information. Only employees, supervisors, or management officials of the **County** who have a demonstrable work-related need-to-know should be accorded access to such information.

**Note:** For positions that require a CDL or otherwise defined as safety-sensitive positions by 49 CFR Part 382 and U.S. Department of Transportation regulations, the **County** shall obtain, pursuant to an applicant's written consent, information on the applicant's alcohol tests and/or verified positive controlled substance test results, and refusals to be tested within the preceding two years from date of application which are maintained by the previous employers.

### 3.14.2. Providing References

All requests for employment information shall be referred to the Payroll Clerk. Only those personnel designated by the **County** are authorized to release employment information to third parties.

The **County** has a neutral reference policy as well as a confidential information policy. Only the following personnel information and employment records that the **County** maintains concerning current and former employees shall be provided upon request:

- Name
- Class/Job Title
- Dates of Employment
- Rate of pay
- Information regarding an employee terminated for violent actions in the workplace or who may have demonstrated dangerous behavior in the workplace will be provided only after consultation with **County's** legal counsel.
- Employment information and documented incidents regarding the character, honesty, and potential for violence of the **County's** employees may be provided to governmental employers, including, but not limited to, any federal, state, county, municipality or city employers, or any other private (non-governmental) **County** where the employee's character, honesty, sexual misconduct, and potential for violence are relevant issues. Examples include, but are not limited to, jobs which involve public safety, entrustment for the care or safety of children, the elderly or health care patients, or positions having access to money and/or valuables. Information in this section may be provided after consultation with **County's** legal counsel.

In addition, employers will:

- Provide information requested by public safety agencies in accordance with NRS 239B.
- Provide information requested by public schools, private schools, charter schools, university schools for profoundly gifted pupils, and/or contractors or agents who work at schools in this state in accordance with Nevada law.



- Make available to subsequent employers upon receipt of written request from the employee or former employee, records which are required for employees in safety-sensitive positions, as defined in 49 CFR Part 382 and U.S. Department of Transportation regulations.

In accordance with NRS 239.012, a public officer or employee who acts in good faith in disclosing or refusing to disclose information and the employer of the public officer/employee are immune from liability for damages, either to the requester or to the person whom the information concerns.

### **3.15. Background Checks**

The **County** desires to maintain a productive, efficient, effective, healthy, and safe work environment and, as a result, will conduct pre-employment background checks of applicants, and current employees as necessary.\* Background checks may include verification of employment, educational background, criminal/court history records check; credit report check; military records check; drug test for safety sensitive positions; character references, and other publicly available information deemed to be job related. In addition, if the position requires driving a vehicle, a Department of Motor Vehicles (DMV) search may be conducted. If the position involves contact with minors or with any persons having diminished capacity to care for themselves, a search of government sex offender registries may be conducted. If the position requires licensing or certification, the institution and/or licensing authority may be contacted to verify possession of education, licenses, and/or certificates.

If these background checks are conducted by external third parties (also called “consumer reporting agencies”), they will be governed by relevant provisions of the Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act (FACT). FCRA and FACT cover background checks and other investigations for prospective employees, and current employees in certain situations, such as a promotion to positions requiring additional information. FCRA and FACT specifically exclude misconduct investigations, such as unlawful harassment charges. Nevada law (NRS 613.580) restricts the use of consumer credit information to limited positions;

Unless, pursuant to a specific provision of state or federal law, the criminal history of an applicant for employment may be considered only after the earlier of:

- The final interview conducted in person; or
- A conditional offer of employment has been made.

This provision does not apply to an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System, or other positions exempted by state or federal law.

*\*NRS 179A requires organizations which provide care or care placement services to children, elderly persons, or persons with disabilities to conduct background checks through the Central Repository for Nevada Records of Criminal History to determine fitness of employees,*

*volunteers, and persons applying to be an employee or volunteer who have supervised or unsupervised access to children, elderly persons, or persons with disabilities.*

### **3.15.1. Consumer Reporting Agencies Reports**

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

### **3.16. Offers of Employment**

#### **3.16.1. Policy**

The following provisions apply to all applicants *except* for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System, or other positions exempted by State or federal law.

1. Unless, pursuant to a specific provision of state or federal law, the criminal history of an applicant for employment may be considered only after the earlier of:
  - The final interview conducted in person; or
  - A conditional offer of employment has been made.
2. The **County** may, before selecting an applicant as a finalist for a position or extending to an applicant a conditional offer of employment, notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.
3. The **County** may decline to make an offer of employment or rescind a conditional offer of employment extended to an otherwise qualified applicant who has criminal charges pending against the applicant that were filed within the previous six months or has been convicted of a criminal offense only after considering:
  - Whether any criminal offense committed by the applicant directly relates to the responsibilities of the position for which the applicant has applied;
  - The nature and severity of each criminal offense committed by the applicant;
  - The age of the applicant at the time of the commission of each criminal offense;
  - The period between the commission of each criminal offense and the date of the application for employment; and

- Any information or documentation demonstrating the applicant’s rehabilitation.
4. The **County** shall not consider any of the following criminal records in connection with an application for employment:
- An arrest of the applicant which did not result in a conviction;
  - A record of conviction which was dismissed, expunged or sealed; or
  - An infraction or misdemeanor for which a sentence of imprisonment in a county jail was not imposed.
5. If the criminal history of an applicant is used as a basis for rejecting an applicant or rescinding a conditional offer of employment, such rejection or rescission of a conditional offer of employment must:
- Be made in writing;
  - Include a statement indicating that the criminal history of the applicant was the basis for the rejection or rescission of the offer; and
  - Provide an opportunity for the applicant to discuss the basis for the rejection or rescission of the offer with the director of human resources or a person designated by the director.

**3.16.2. Job Offer Letters**

1. The following procedures apply to *all applicants* except an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System (the provisions outlined in *Job Offer Letters*, *Pre-Employment Drug Screening for Safety-Sensitive Positions*, and *Other Conditions* are applicable).
- a. After an applicant has been selected for employment or promotion, the Department Head will extend (when applicable), the following:
- A “conditional offer of employment pending background check” if criminal background checks are required.
  - A “bona fide conditional offer letter” (if medical exam is required); this letter will condition the offer on passing medical examinations.
  - A “formal job offer letter” once all applicable criminal and medical checks and exams have been passed; this letter will include the terms and conditions of employment.
- b. Prior to selecting the applicant as a finalist or extending letters, the Department Head may:
- Contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made but must state that only a notification in writing can be considered an official job offer.
  - Notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.

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

2. The following procedures apply to an applicant for a position that is a peace officer or firefighter.
  - a. After an applicant has been selected for employment or promotion, the Department Head will extend (when applicable), a “formal job offer letter” once all applicable criminal and medical checks and exams have been passed; this letter will include the terms and conditions of employment.
  - b. Prior to selecting the applicant as a finalist or extending letters, the Department Head may:
    - Contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made but must state that only a notification in writing can be considered an official job offer.
    - Notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.

**Note:** The provisions of NAC 289.110 apply for an applicant for a position of peace officers.

3. The following procedures apply to an applicant for a position that has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System, or other positions exempted by state or federal law.
  - a. After an applicant has been selected for employment or promotion, the Department Head will extend (when applicable), the following:
    - A “notification of background check” if non-medical checks are required (i.e., background, criminal, DMV, consumer reporting, drug test).
    - A “bona fide conditional offer letter” (if medical exam is required). Once non-medical checks and tests have been successfully passed, this letter will condition the offer on passing required medical examinations.
    - A “formal job offer letter” once all applicable non-medical and medical checks and exams have been passed; this letter will include the terms and conditions of employment.
  - b. Prior to notifications/letters being extended, the Department Head may contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made, but must state that only a notification in writing can be considered an official job offer.

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

### **3.16.3. Pre-Employment Drug Screening for Safety-Sensitive Positions**

1. The **County** may require successful applicants for safety-sensitive positions to consent to a pre-employment screen test for drugs/prohibited substances. The **County** will advise the applicant that the presence of one or more drug metabolites may be cause for

rejection from further consideration for employment, and that offers of employment are contingent upon a negative test result. The applicant may be asked to authorize the **County**, as a condition of employment, to conduct through the **County's** designated laboratory testing facility, a screen test for drugs/prohibited substances. Refusal to authorize and participate in a screen test shall eliminate the applicant from further consideration for the position.

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

#### **3.16.4. Other Conditions**

1. All offers of initial employment are conditioned upon the applicant furnishing satisfactory evidence of identity and legal authority to work in the United States. Each applicant must attest to one's identity and legal authority to work in the United States in accordance with the applicable federal statute by completing and signing INS Form I-9 (Employment Eligibility Verification).
2. The hiring supervisor or manager will notify all unsuccessful applicants that they have not been selected, either verbally or in writing. The hiring supervisor will document any verbal notification.
3. Employees required to report the abuse or neglect of a child must be provided notice, in writing or electronically, of their duty as a mandatory reporter. The employee must sign acknowledgement of this notice which is to be filed in employee's personnel file (This requirement is not necessary if the employee is licensed, certified, or endorsed by a board in the state).

#### **3.17. Orientation**

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

- Has completed all new hire paperwork including payroll and benefit forms;

- Will receive or be provided access to the **County's** personnel policies;
- Has been introduced to other employees; and
- Has had the opportunity to have questions addressed.

### **3.18. Introductory Period**

All new and rehired employees, except elected officials, casual, temporary, or seasonal employees, and those identified as “at-will,” will serve a twenty-six (26) biweekly introductory period beginning with the day the employee initially reports for work. Current employees who are promoted or transferred will also be required to serve a twenty-six biweekly introductory period. During this introductory period, the employee and the **County** have the opportunity to evaluate one another and determine whether the employment relationship should be continued. At its sole discretion, the **County** may extend this introductory period up to six (6) months when the **County** has had insufficient opportunity to assess the employee’s ability to perform the job functions or such extension is determined appropriate. During the introductory period, the employment relationship is at-will and can be terminated by the employee or by the **County** at any time during the introductory period or during the extension of the introductory period, with or without cause or advance notice.

Unless otherwise provided in an applicable bargaining agreement, for law enforcement personnel, the introductory period is established as one year, with the extension period also established as one year. This introductory period may be prorated for employees working less than full-time.

The supervisor will conduct performance evaluations as outlined in *Performance Management* section of this policy manual, to ascertain the advisability of continued employment.

### **3.19. Failure to Appear for Work**

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

### **3.20. Transfers**

A transfer is a lateral move to a job in the same pay range as the employee’s present position for which the employee meets the minimum education and/or experience requirement.

#### **3.20.1. Employee-Requested Transfer**

If the transfer is to another department, the employee may submit a transfer form or contact the hiring supervisor or manager, who will consider the transfer request by conducting discussions with the employee and appropriate supervisors or managers with knowledge of the employee’s job performance. The hiring supervisor will also consider the

employee's past performance, qualifications, abilities, and job experience as key factors in evaluating transfer requests. Approval of the transfer is at the sole discretion of the **County**.

### **3.20.2. Agency-Directed Transfer**

A department head may, after giving ten (10) working days' notice, transfer an employee to another position in the same class or a comparable class for the purpose of providing continued services to the citizens of the **County** or other appropriate cause. A transfer pursuant to this section must not be made to harass or discipline an employee. A regular employee who is required to transfer to a geographical location more than thirty (30) miles from their current work location, and who declines the transfer, has layoff rights as provided in the Layoffs policy.

### **3.21. Promotions**

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

### **3.22. Rehire**

Regular employees, or employees serving an introductory period following promotion who subsequently resign, may be rehired without undergoing any recruitment within twelve (12) months of the effective date of their resignation. The rehire must be to a position in the same class or a class comparable to the one in which the employee formerly served as a regular employee.

The decision to rehire shall be at the complete discretion of the **County** and no former employee shall have any right to or expectation of such rehire. Background and reference checks applicable to the position will be conducted for all rehires who resigned more than twelve (12) months prior to being considered for rehire.

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

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

### **3.23. Casual/Temporary/Seasonal Employment**

#### **3.23.1. Purpose**

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

### **3.23.2. Authorization to Hire Casual/Temporary/Seasonal Workers**

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

### **3.23.3. Duration of Casual/Temporary/Seasonal Employment**

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

### **3.23.4. Employment in a Regular Position**

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

## **3.24. License/Occupational Certification**

### **3.24.1. Purpose**

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

### **3.24.2. Employee Responsibilities**

In the event the employee receives notice of revocation or non-renewal of a license, certificate, permit, or occupational certification, the employee shall immediately notify the direct supervisor. The employee shall not perform any task for which the license, certificate, permit, or other occupational certification is required after the license, certificate, permit, or occupational certification has been non-renewed or revoked.

Employees who do not have a valid license, certificate, permit, or occupational certification will not meet the job requirements. Failure to meet the job requirements will result in termination.



### **3.24.3. Applicant's Failure to Possess a Valid License, Certificate, Permit, etc.**

Prospective applicants for a position who cannot obtain the required license, certificate, permit, or occupational certification required for the job will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.

### **3.24.4. Driving Records**

The **County** may conduct a review of driver's license records annually for those employees required to drive as a part of their duties.

### **3.24.5. Vehicle Liability Insurance**

Each employee whose job duties require the use of an automobile for transportation is required to possess current in force vehicle liability insurance or provide an alternate means of transportation. If at any time current in force vehicle liability insurance is not in effect, the employee must notify the direct supervisor within one working day. The following minimum vehicle liability insurance limits are recommended for all driver's: \$100,000.00 bodily injury liability per person, \$300,000.00 bodily injury liability per accident, and \$50,000.00 property damage liability.

## **3.25. Volunteer Program**

### **3.25.1. Purpose**

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

### **3.25.2. Scope**

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

### **3.25.3. Planning**

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

1. The plan may include:

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

2. The plan will include:

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

#### **3.25.4. Recruiting, Screening, Interviewing, and Selecting Volunteers**

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

The **County** prohibits discrimination, harassment, or retaliation directed at volunteers on the basis of any protected class membership.

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

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

The **County** will promptly address problems associated with the volunteer's performance or behavior. However, if problems cannot be corrected, the services of the volunteer may be discontinued.

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

*\*NRS 179A requires organizations which provide care or care placement services to children, elderly persons, or persons with disabilities to conduct background checks through the Central Repository for Nevada Records of Criminal History to determine fitness of employees, volunteers, and persons applying to be an employee or volunteer who have supervised or unsupervised access to children, elderly persons, or persons with disabilities.*

#### **3.25.5. Managing Volunteers**

1. Volunteers will be covered by the **County's** workers' compensation policy per NRS 616A.130. Volunteers shall receive appropriate oversight for the functions performed including an orientation to the **County's** policies and procedures, departmental operating procedures, safety practices, and other relevant information.
2. Day-to-day oversight of volunteers shall be conducted as with employees. Adequate equipment and supplies, as well as a safe working environment, will be provided for volunteers.
3. The **County** will maintain detailed and accurate records of volunteer activities including a roster of active volunteers. The date, time, and duration of each volunteer activity session will be recorded, along with the work performed. The **County** will remove

volunteers from the roster whenever volunteers are inactive for more than thirty (30) days.

4. Volunteers may be reimbursed for expenses incurred. In addition, the **County** may provide limited and reasonable benefits and/or nominal remuneration to volunteers. The benefits provided cannot be in an amount or of a type that implies that the volunteer is being paid a wage or salary for time spent as a volunteer, or for the quantity or quality of the work performed. All such benefits must be approved, in advance, by the **County's** Volunteer Coordinator.
5. Annual performance evaluations may also be completed on volunteers.
6. Volunteers serve at the pleasure of the **County** and are subject to dismissal at any time with or without cause.

### **3.26. Related Forms**

- Adverse Action Notice
- Applicant Interview Evaluation Form
- Authorization to Conduct Employment Investigations
- Bona Fide Conditional Offer Letter
- Conditional Offer of Employment Pending Background Checks
- Disclosure to Employee or Applicant of Request for Third Party Investigative Report
- Employment Application
- Formal Job Offer Letter
- New Employee Orientation Checklist
- Notice and Authorization for Requesting Consumer and Investigative Consumer Reports
- Notification of Background Check
- Potential Rating Errors and Problems
- Prohibited Topics "Questions Which Cannot Be Asked"
- Pre-Adverse Action Notice
- Reference Check Data Collection Form
- Reference Check Data Collection Form for Public Safety Agencies
- Summary of Your Rights Under the Fair Credit Reporting Act
- Transfer/Reassignment Request Form
- Volunteer-Related Forms
- Authorization to Conduct Volunteer Investigations
- Volunteer Application Form
- Volunteer Agreement, Consents and Releases, and Conditions

## 4. POSITION CLASSIFICATION PLAN

### 4.1. Policy

#### 4.1.1. Purpose

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

#### 4.1.2. Classification

1. Each position shall be classified consistent with this policy and in accordance with the nature and relative complexity of the essential functions, responsibilities, and authority of the position. Classification of a position shall be effective when approved by the HR Representative and the Board of Commissioners.
2. Positions will be allocated to the same class when the following conditions exist:
  - The same descriptive title may be used to designate the positions;
  - Substantially the same level of education, experience, knowledge, skills, ability, and other qualifications are required to perform the duties/essential functions;
  - Similar tests may be used to select employees for the positions;
  - All applicants offered employment in the class are subject to the same type of medical exam(s), if any; and
  - The same level of compensation is appropriate for the positions.
3. Classes will be allocated to a pay grade as established in **County’s** Compensation Plan policy.

#### 4.1.3. Maintenance and Revision

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

#### 4.1.4. New Positions

When a new position is to be created, the Department Head will recommend to the HR Representative an appropriate class for the new position. When preparing a request for a new position, the requesting party shall consult the HR Representative to determine the appropriate classification for the duties to be assigned to the new position.

#### 4.1.5. Reclassification

When a department manager believes the duties/essential functions of a position have changed to the extent they no longer fit within the current class, the duties/essential functions will be reviewed and, if appropriate, the position reclassified to the appropriate

class. Reclassification will not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in pay in the absence of a significant change in assigned duties/essential functions and responsibilities.

Reclassification must be confirmed by Board of Commissioners.

A change in a position's classification does not constitute the sole basis for determining whether the current employee in a position will also be assigned to the new position.

The decision as to reclassification of a position shall be made by the HR Representative with the concurrence of the Board of Commissioners.

The decision to place the current employee in the new class shall be based upon the qualifications and job performance of the employee.

Whenever a position is reclassified to a lower-level class, the current employee will be placed in the lower-level class.

#### **4.1.6. Reallocation**

A class may be reallocated to a higher pay grade or to a lower pay grade based on a change in duties/essential functions and responsibilities for all positions in the class or based upon salaries paid by other comparable employers for comparable work.

### **4.2. Procedure**

#### **4.2.1. Requests for Classification Review**

##### **1. Submission Process**

An employee may request classification review by submitting a written request to the Department Head who will review the request and, if appropriate, send it to the HR Representative with a written memorandum explaining the specific duty and responsibility changes, and a verification that the changes are to be permanent. The HR Representative will review the request and indicate if the request meets the Criteria for Determining the Need for Classification Review and whether or not a study will be conducted.

An employee may request the classification review be forwarded to the HR Representative even if the Department Head does not concur. The employee will notify the HR Representative in writing to review the denied request. The reasons for disagreeing with the employee's request shall accompany any request forwarded to the HR Representative.

##### **2. Criteria for Determining the Need for Classification Review**

The Department Head may authorize a classification review when it is believed permanent and substantial changes in the duties assigned to a position have occurred. The new duties must be clearly defined and assigned before a review is begun. The classification review may include any positions which are in the same work unit, have related duties, or are in the same class series as the position for which classification review is requested.

#### **4.2.2. Effective Date**

1. *Reclassification/Reallocation:* The effective date of a reclassification or a class reallocation shall be the first day of the pay period following the **County's** approval of the action. If the position is reclassified or reallocated upward, the anniversary date for future step increases shall be established as the first day of the pay period following twelve (12) months in the new classification, and will not include the period for which retroactive pay is granted, as described below. If the position is reclassified/reallocated at the same level or at a lower level, the anniversary date will remain unchanged.
2. *Retroactive pay:* At the discretion of the **County**, out-of-class pay may be paid back to the date on which a formal reclassification request was made if the reclassification is subsequently approved (see Work Out-of-Class policy).

#### **4.3. Related Forms: NONE**

## 5. COMPENSATION PLAN

### 5.1. Pay Periods and Paydays

Employees are paid biweekly on Friday. If a payday falls on a Saturday or holiday, employees are paid on the preceding workday. If payday falls on a Sunday, employees are paid on the next workday.

### 5.2. Workweek Defined

The workweek begins at 12:01 a.m. on Monday and ends seven days (168 hours) later at midnight on the next Sunday. For law enforcement personnel, the work period is 80 hours within a 14-day period. The standard work period begins at 12:01 a.m. on Monday. For fire suppression personnel, the work period is 212 hours within a 28-day period.

### 5.3. Work Time

#### 5.3.1. Attendance

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

#### 5.3.2. Work Schedules

The supervisor or manager shall schedule work hours according to the needs of the **County**.

- Employees working a five-day, 40-hour week (designated 5/40) shall work eight hours per day for five days in any workweek and shall receive two days off.
- Employees working a four-day, 40-hour week (designated 4/40) shall work 10 hours per day for four days in any workweek and shall receive three days off.
- Employees working a five-day, 35-hour workweek (designated 5/35) shall work seven hours per day for five days in any workweek and shall receive two days off.

#### 5.3.3. Rest Periods

Employees will be granted one 10-minute break or rest period during each shift of four or more hours. Employees may not take rest periods at the beginning or at the end of the shift. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods. (This policy does not apply to firefighters, public safety dispatchers, and law enforcement personnel. Refer to departmental policy or applicable collective bargaining agreement).

#### **5.3.4. Meal Periods**

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

#### **5.3.5. Work Assignments**

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

### **5.4. Time Reporting**

#### **5.4.1. Purpose of Time Reporting**

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

#### **5.4.2. Hours Worked**

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

1. Time worked before or after the normally assigned shift, or any other irregular hours, even if the employee volunteers to perform the work. Periods of six minutes or less are not considered overtime unless they occur regularly. (This provision does not apply to employees who are performing volunteer work which is unrelated to their normal job functions.)
2. Rest periods of 20 minutes or less.
3. Travel time that occurs during an employee's normally scheduled work hours, including regular days off and holidays.



4. Except as provided below, hours spent at lectures, meetings, and training activities, unless attendance is completely voluntary, outside of normal work hours, not job-related, and no other work is performed.

Employees will not be compensated for the time spent under the following conditions:

- Voluntary attendance, outside of work hours, at an independent school, college, trade school, or similar training offered by the **County** at the employee's own initiative even if the courses are related to the employee's current job or paid for by the **County**.
  - Training outside of regular work hours required by law for certification for public-sector employees.
  - Off-duty time for police officers or employees in fire protection activities who are in attendance at a police or fire academy or other training facility, if they are free to use such time for personal pursuits.
5. **Hours spent serving as volunteer ambulance, fire or law enforcement personnel for an emergency response during normally scheduled work hours.**

#### **5.4.3. Position Designations - Exempt or Non-Exempt**

All positions are designated as "exempt" or "non-exempt" according to federal and state laws and regulations.

#### **5.4.4. Responsibility for Exempt or Non-Exempt Designation**

The HR Representative will examine and evaluate position descriptions and duties performed for all positions to determine the designation of the position as exempt or non-exempt. Departments will notify the HR Representative when the duties of a position have substantially changed in order to ensure an accurate designation.

#### **5.4.5. Responsibility for Time Reporting**

Employees are responsible for accurately completing their own timesheets. Supervisors shall not alter or adjust the hours that an employee reports on the timesheet. If the supervisor believes the employee has completed the timesheet in error, the supervisor shall discuss the issue with the employee.

All non-exempt employees will record all hours worked and all leave time taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.

### **5.5. Overtime**

#### **5.5.1. Non-Exempt Employees**

Except as provided below, employees in positions designated as "non-exempt" will be eligible for overtime compensation as follows:

1. Employees will receive overtime compensation for hours worked in excess of eight hours in one day with the following exceptions:

- a. Employees who work more than eight, but not more than ten hours in a day, will receive overtime compensation for hours worked in excess of 40 hours in the workweek.
  - b. Employees who chose and are approved for a variable workday or variable 80-hour work schedule will receive overtime compensation for hours worked in excess of 40 hours in the workweek.
  - c. Employees whose hours are established by collective bargaining agreements will receive overtime accordingly.
  - d. Employees of a fire department and employees working as police officers, deputy sheriffs, or jailers, and nurses in training or working in a hospital will receive overtime compensation for hours worked in excess of 40 hours in the workweek.
2. Per the Fair Labor Standards Act (FLSA), hospital employees, law enforcement personnel, and fire protection personnel with a formalized policy or agreement with the **County**, may establish work periods:
- Hospital employees may agree, in writing, to a 14-day work period and overtime is earned after 8 hours in a day and 80 hours in the work period; daily overtime may be credited towards overtime compensation due for hours in excess of 80.
  - Law enforcement employers may establish a work period of up to 171 hours within a 28-day period.
  - Fire protection employers may establish a work period of up to 212 hours within a 28-day period.
  - If the work period for hospital employees is not agreed to, or if the work period for law enforcement personnel or fire protection personnel is not established, these employees are then subject to overtime after 40 hours in a workweek per NRS 281.100 and the Fair Labor Standards Act (FLSA).
3. All overtime hours must be specifically authorized in advance by the employee's supervisor/manager. Overtime will be compensated at time-and-one-half the employee's regular rate of pay. An employee's regular rate includes all payments made by the **County** to the employee. Examples of payments to be included are: on-call pay, shift differential, hazard duty pay, and longevity pay. Paid overtime will be included in the same paycheck covering the pay period in which the overtime was earned unless the correct overtime amount cannot be determined until after the regular pay period. Employees who earn overtime may, with the approval of the Department Head, elect to receive compensatory time off in lieu of overtime pay. Requests for compensatory time off in lieu of overtime must be made in writing and, once approved, will be placed in the employee's payroll file. Compensatory time will be earned at the rate of one and one-half hours off for each overtime hour worked. Employees who elect compensatory time off may accrue up to 60 hours. Employees who work in public safety, emergency response, or seasonal activity may accumulate up to 60 hours of compensatory time as specifically authorized by the **County**. When an employee has exceeded the maximum number of hours specified, the excess hours will be paid out as overtime. Employees

will be allowed to use compensatory time within a reasonable period of request unless it unduly disrupts the operations of the **County**. At any time, the **County** may pay an employee for accrued compensatory time not used at the employee's regular rate of pay, or schedule use at its discretion.

4. Time paid but not worked, such as sick leave, holidays, and annual leave, does not count toward hours worked for the purpose of computing overtime hours.
5. Firefighters and law enforcement personnel are governed by different overtime requirements. Refer to departmental policy, applicable collective bargaining agreement, and the Fair Labor Standards Act (FLSA).
6. If a non-exempt employee believes overtime under the FLSA or state law has been improperly paid, it is the responsibility of the employee to seek correction by reporting any error to their Department Head or Payroll. An investigation will be conducted on a timely basis and **County** will act to correct any errors as soon as practicable.

### 5.5.2. Exempt Employees

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

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

1. Exempt employees utilizing intermittent leave under the Family and Medical Leave Act (FMLA) may have their pay deducted, including from sick or annual leave balances, for partial day or hour-by-hour absences.
2. Subject to certain exceptions set forth in the FLSA regulations and FMLA as provided above, **County** has a bona fide annual and sick leave policy and may deduct a partial days' absence from exempt employees' accrued leave, but not from their pay or salary. Accordingly, if the employees do not have accrued leave and still work part of a day, they must be paid their full salary. However, if exempt employees do not have accrued leave or do not qualify to use leave and are absent for a full day, then the **County** can deduct from the employee's pay or salary for that full day.
3. Deductions will be made to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. The **County** will prorate an employee's salary based upon the days worked during the initial and terminal pay period of employment.
4. Exempt employees are generally expected to be available to perform their job duties during normal business hours (usually 8 am to 5 pm, Monday through Friday). It is expected that in order for exempt employees to complete their assigned work from time to time, it will be necessary that they work beyond the normal workdays and business hours of the **County**. If, however, an exempt employee is working well beyond a 40-

hour workweek on a regular recurring basis, the **County** may examine staffing levels and the employee's work habits and procedures.

## **5.6. Safe Harbor**

**County** will classify employees as exempt or non-exempt, in accordance with the provisions of the Fair Labor Standards Act (FLSA) and applicable state law. Employees who believe their position is improperly classified should request a review of the classification from the HR Representative. An investigation will be conducted on a timely basis and **County** will act to correct any errors as soon as practicable. The **County** will not make improper deductions of pay from any employee, regardless of exempt or non-exempt status. Improper deductions should be reported to Payroll Clerk. The complaint will be investigated, and **County** will act to reimburse the employee if an error is found. **County** will continuously make a good faith commitment to comply with all provisions of FLSA and state laws and intends this policy of correction to satisfy the "safe harbor" provisions of the FLSA regulations, as amended effective August 23, 2004.

## **5.7. Rates of Pay**

### **5.7.1. Compensation Plan**

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

- Rates paid by the **County** for comparable work;
- Internal relationships of other job classes in the same or similar occupation;
- Rates paid by other employers for comparable work;
- Other financial commitments of the **County**; and
- Funds available to the **County** for salaries.

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

### **5.7.2. Discussion of Wages**

NRS 613.330 states it is unlawful to discriminate against an employee for inquiring about, discussing, or voluntarily disclosing information about wages. This does not apply to any employee who has access to or information about the wages of other employees as part of their essential job functions and discloses that information to a person who does not have access to that information unless the disclosure is ordered by the Labor Commissioner or court.

### **5.7.3. Hiring Rate of Pay**

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

#### **5.7.4. Advanced Step Hire**

Fairness and equity in the administration of the compensation plan will be maintained when making advanced step hires. The **County** may authorize advanced step appointments when all of the following circumstances exist:

1. The applicant's qualifications indicate the individual will perform at a level commensurate with the requested step;
2. Other applicants with similar qualifications not requiring an advanced level pay rate are unavailable;
3. Funds are available in the hiring department's budget to pay the higher rate; and
4. Advanced hire rate will not exceed the step commensurate with current employees of comparable education, experience, and skill levels.

#### **5.7.5. Pay Rate on Promotion, Transfer, Demotion, Reclassification, and Reallocation**

1. Except as may otherwise be provided by a collective bargaining agreement, a regular employee who is promoted to a higher classification will move to that step in the range for the new class which provides at least an approximate 5% pay increase, not to exceed the top step in the range for the new class. A promoted employee's pay rate shall not be less than the starting pay of the pay range for the new position. Reclassification to a class with a higher-grade level is treated as a promotion for pay purposes.
2. An employee who transfers to a position at the same grade level will retain their current grade and step.
3. Employees who apply, interview, or are offered a promotion or transfer will be provided the pay range for the new position upon request.
4. An employee who demotes to a position with a lower grade level will be placed at a step in the lower grade level which is closest to their current pay rate. If the employee's pay rate exceeds the top pay rate of the lower pay range, the employee will be Y-Rated (see Y-Rate policy). Reclassification to a class with a lower grade level will be treated as a demotion for pay purposes.
5. Reallocation of an existing class:
  - To a higher-grade level is NOT a promotion. An employee in a class that is reallocated to a higher-grade level shall be placed in the higher grade at a step closest to the current pay rate that does not provide a decrease, or step 1 of the new grade if the current pay rate does not fall within the grade range.
  - To a lower-grade level shall be placed at the step closest to the employee's current pay rate that does not provide a decrease. If the employee's pay rate exceeds the top pay rate of the lower pay range, the employee will be Y-Rated (see Y-Rate policy).

## **5.8. Step Increases**

### **5.8.1. Step Advancements Authorized**

1. An employee who is currently not paid at the top step of the pay range for the class is normally eligible for step advancement on the employee's anniversary date. Raises in pay resulting from step advancements are based on longevity and satisfactory performance and are not automatic. A step advancement may be granted only upon a finding by the **County** that the employee meets all of the performance requirements of the position and complies with all of the **County's** rules, regulations, and policies. An employee who is determined to be eligible for step advancement shall move to the next higher step within the range.
2. Except when Y-Rated, an employee will not be paid a regular rate of pay above the top step of the pay range for the classification.
3. Step adjustments may be made to a supervisor to maintain an appropriate differential, not to exceed two steps, between the base rate of pay of a supervisor and the base rate of pay of an employee who is in the direct line of authority of the supervisor. An adjustment may be granted pursuant to this provision if, before the adjustment, the base rate of pay of the employee is the same or greater than the base rate of pay of the supervisor.
4. Pay step advancements are administered by the Department Head, subject to the confirmation of the HR Representative that there is adequate documentation that all requirements have been met.

### **5.8.2. Anniversary Date/Step Advancement**

1. The date on which an employee becomes eligible for consideration for step advancement is known as the anniversary date. When approved in writing, step advancements will become effective at the beginning of the pay period in which the employee's anniversary date occurs.
2. A promotion and reclassification to a class with a higher pay range shall establish a new anniversary date.
3. A demotion or reclassification to a class with a lower pay range shall not establish a new anniversary date.

## **5.9. Withholding of Step Advancements**

### **5.9.1. Job Performance**

When the **County** has determined that the job performance of an employee is less than satisfactory, the step advancement shall be withheld. The employee's performance shall be documented, and a copy of the documentation provided to the employee.

### **5.9.2. Unpaid Leaves of Absence**

An employee's eligibility for consideration for step advancement shall be delayed by temporary layoffs or unpaid leaves of absence in excess of 15 working days during the 12-

month period following the employee's last step advancement. The employee's anniversary date shall be adjusted by the total number of days of unpaid leave.

### **5.9.3. Granting of Withheld Advancements**

The **County** may approve step advancement at the beginning of any pay period upon finding that the employee currently meets the qualifications for an advancement. The employee's anniversary date shall be adjusted to the date on which the step advancement is actually granted. If step advancement is not granted in the interim, the employee shall be considered for step advancement on the next anniversary date.

### **5.10. Flat Rates of Pay**

Certain job classes may be assigned to flat rates of pay in the compensation plan. Employees in classes assigned to a flat rate of pay are not eligible for step increases.

### **5.11. Compensation for Casual/Temporary/Seasonal Workers**

#### **5.11.1. Rates of Pay**

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

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

#### **5.11.2. Step Advancements**

In July of each year, the **County** may advance casual/temporary/seasonal workers to the next step in the approved pay range for the work assigned. The **County** shall consider the qualifications and performance of the worker, the length of time the casual/temporary/seasonal worker has been assigned to the work, the rates paid to regular employees assigned similar work, and the funds available when determining whether to grant step advancement.

### **5.12. Y-Rate**

The **County** may pay an employee, who is reduced to a lower class as a result of reclassification or reorganization not associated with layoff or discipline and not the result of employee action or request, at the employee's current rate of pay which is above the top step of the range or between steps of the range. Similarly, an employee in a class which has its pay adjusted to a lower rate may also be paid at a rate of pay above the top step of the range. This rate shall be known as a "Y-Rate." At the discretion of the **County**, assignment to such a rate of pay is available to employees who are fully qualified to perform the work of the lower paid class.

An employee who is at a Y-rate above the top step of the range for the new (lower) class shall continue to receive the Y-rate while employed in the new class until a change in the

rate of pay for the employee's new class causes the top step of the new class to be equal to or greater than the employee's Y-rate.

An employee who is at a Y-rate which is between the steps of the range for the new (lower) class shall continue to receive the Y-rate until a change in the rate of pay for the employee causes the rate for the step in the range to which the employee is entitled to exceed the employee's current rate of pay.

### **5.13. Work Out-of-Class**

#### **5.13.1. Policy**

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

#### **5.13.2. Assignments**

1. Employees may be temporarily assigned the duties and responsibilities of a budgeted, higher-level position provided the position is currently vacant, or the employee normally filling the position is on authorized leave, or has been temporarily relieved of all regular duties to complete a special project approved by the **County**, or because of temporarily increased workload requirements.
2. The same employee shall not be assigned to the higher-level duties for more than six (6) consecutive months unless specifically approved by the Board of Commissioners, who may extend the assignment for not more than an additional six (6) months.

#### **5.13.3. Employee Eligibility**

To be eligible for work-out-of-class pay:

1. Employees must be formally assigned and actually performing the duties of the higher job class.
2. The pay range for the higher paid class must be at least 5% above the range for the employee's current job class.
3. Beginning on the first consecutive workday of performing the duties of the higher-level position, employees will be paid at a rate 5% above their current rate of pay, or at the entry rate of the higher job class, whichever is greater, but not to exceed the top step of the higher classification.
4. The provisions of this section shall not be used to authorize additional pay to reward employees for outstanding service, of any purpose other than those stated.

### **5.14. Related Forms**

- Request for Variable Workday Schedule





## 6. LEAVE PLANS

### 6.1. Holidays

#### 6.1.1. Holidays Designated

The following holidays are recognized by the **County**:

New Year's Day – January 1

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

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day – Last Friday in October

Veterans Day – November 11

Thanksgiving Day – Fourth Thursday in November

Family Day – Friday following the fourth Thursday in November

Christmas Day – December 25

In addition to the paid "Legal Holiday's" listed above, where the Nevada Legislature institutes an additional "legal holiday", that holiday will automatically be added to the list of "Legal Holidays" set out above. Each holiday shall be a maximum of eight (8) hours.

The **County** will observe a holiday, which occurs on a Saturday or a Sunday, on the day before or after the holiday.

#### 6.1.2. Holiday Pay

1. Recognized holidays are typically non-workdays. Each employee in a full-time, non-exempt position who is on paid status on one's regularly scheduled workday before and after a holiday will be paid eight hours of pay for each recognized holiday. Employees in less than full-time, non-exempt positions, who are on paid status on the day before and after a holiday will be paid for each recognized holiday on a pro-rated basis. Casual, seasonal, temporary employees will not be paid unless they work on the holiday.
2. Employees who work a 4/10 schedule may use annual leave time or compensatory time off in order to receive 10 total hours of holiday pay.

#### 6.1.3. Weekend Holidays

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

alternative is authorized by the **County**. If the holiday falls on a regularly scheduled day off, the employee will observe the holiday on the next regularly scheduled work day, unless an alternative is authorized by the **County**.

**6.1.4. Work on Holidays**

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

**6.2. Annual Leave**

**6.2.1. Annual Leave Accrual**

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

**Schedule of Accrual of Annual Leave:**

Continuous Service	Hours Earned / Hours Paid	Max Hours / Year
1st – 5th year	.0385	80
6th – 10th year	.0577	120
11th year	.0615	128
12th year	.0654	136
13th year	.0692	144
14th year	.0731	152
15th year, and after	.0769	160

2. Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Annual leave is not accrued for any other hours.
3. Annual leave is earned and credited to the employee on a (biweekly, semimonthly, monthly) basis coinciding with pay periods. The amount of annual leave accrual is based upon years of service adjusted, as specified, for leaves of absence without pay.
4. **COUNTIES ONLY:** Per NRS 245.210, full- and part-time employees will accrue annual leave, but may not use the leave until employed for at least six months.

\*Eligible employment includes all paid time in a regularly budgeted full- or part-time position.

### 6.2.2. Eligibility Maximum Accrual

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

### 6.2.3. Use of Annual Leave

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

### 6.2.4. Annual Leave Pay at Termination

Upon termination, an employee with more than six (6) months of continuous employment will be paid for all accrued annual leave at the employee's last hourly rate of pay.

**COUNTIES ONLY:** NRS 245.210 requires:

- Elected county officers must not be paid for accumulated annual leave upon termination of the officer's service.
- Appointed officers and employees must not be paid for accumulated annual leave upon termination of employment unless they have been employed for six months or more.

## 6.3. Sick Leave

### 6.3.1. Policy

#### 1. Accrual

The **County** expects each employee to be available for work on a regular and reliable basis. The **County** will monitor attendance and leave use regardless of whether the employee has accumulated leave balances remaining in the sick leave account.

- Employees will accrue sick leave at the rate of .0462 hours per each regularly scheduled hour worked or on paid status. Sick leave is not accrued for any other hours.
- Sick leave hours are earned and credited to the employee on a biweekly basis, coinciding with pay periods.
- Unused sick leave will be credited to the employee's sick leave balance to a maximum accrual of 1040 hours. Sick leave accrual will cease when the employee's total year-end balance reaches 1040 hours, until the balance falls below 1040 hours.

#### 2. Use of Sick Leave

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

- One's own physical illness or injury.
- One's own exposure to contagious diseases or when attendance at work is prevented by public health requirements.
- 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.
- Medical or dental appointments for the employee; provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday.
- Any disability.

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

Employees (will) also be required to use sick leave concurrently with FMLA leave.

### 3. Abuse of Sick Leave

Use of sick leave for purposes other than those listed above is evidence of abuse of sick leave. Abuse of sick leave (will) be cause for disciplinary action, up to and including termination. If abuse is suspected, substantiating evidence which may include, but is not limited to, a certificate from a health care provider may be required.

### 4. Illness During Annual Leave

If an employee on annual leave suffers an illness or injury which requires medical treatment from a health care provider, the employee may elect to charge that time to accumulated sick leave provided the employee furnishes the **County** with a certificate issued by the health care provider providing treatment.

### 5. Placing an Employee on Sick Leave

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

### 6. Return to Work

An employee on sick leave shall notify the department manager as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. The **County** may also require a statement from a health care provider certifying the employee's fitness to return to work as listed in the Procedure section below.

### 7. Sick Leave at Separation

Upon separation from employment due to resignation, retirement, disability, or death, an eligible employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in the employee's sick leave account. The amount to be paid out is not to exceed 25% of accrued leave, provided that the employee has at least ten (10) years of service. If the separation is due to the death of the employee, the compensation due will be paid to the beneficiary(s) designated by the employee.

### **6.3.2. Procedure**

#### **1. Leave Approval**

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

#### **2. Notification**

Any employee who is ill or unable to report to work for any reason shall notify the immediate supervisor no later than fifteen (15) minutes following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify the immediate supervisor daily or at appropriate intervals agreed on by the supervisor of the employee's condition. The **County** may deny sick leave requests which are not in compliance with this policy.

#### **3. Health Care Provider's Certification**

The **County** may require an employee who has been absent for three or more days to provide a health care provider's certification that the illness/injury incapacitated the employee from performing assigned duties, was necessary for the employee to make full and timely recovery or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work. A health care provider's statement is required when specifically requested by the supervisor or manager. Whenever an employee qualifies for FMLA leave, the employee is required to submit to the **County** the "Certification of Health Care Provider" form referenced in the FMLA policy.

## **6.4. Family and Medical Leave**

### **6.4.1. Policy**

Public employers are covered under the Family and Medical Leave Act (FMLA) and will comply with the requirements of the FMLA and advise employees if they meet all the FMLA eligibility requirements.

Employers will 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.

#### **1. Eligibility**

Employees who have been employed by the **County** for a total of 12 months and worked for the **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 the **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 leave, even if that leave was paid, do not count toward the 1,250 hours worked. However, an employee who has a military service obligation will 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 employment status.

## 2. Compensation During Leave

FMLA leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. Employees on FMLA leave must use all of their accrued paid annual leave, sick leave (if it qualifies under **County's** sick leave use requirements), compensatory time off leave, and personal time off concurrently with FMLA leave. (See the applicable collective bargaining agreement for alternate provisions which may apply.) When substituting accrued paid leave, the employee must comply with the **County's** 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 off, and personal leave as appropriate, in the rights and responsibilities notice Form WH-381: Notice of Eligibility and Rights & Responsibilities. When employee is receiving Temporary Total Disability (TTD) benefits under workers' compensation, the employee and **County** may agree to substitute paid leave concurrently if available to supplement the portion of the employee's pay not covered by Workers' Compensation (see Workers' Compensation policy).

## 3. Intermittent or Reduced Schedule Leave

When medically necessary (as distinguished from voluntary treatments and procedures) or for any qualifying exigency or caregiver leave, leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by the **County**. Employees needing intermittent leave or reduced schedule leave must make a reasonable effort to schedule their leave so as not to unduly disrupt the **County's** operations. If the leave is foreseeable, the **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

schedule leave, the employee will be placed in the same or equivalent position held prior to when the leave commenced.

#### **6.4.2. Duration of and Reasons for Leave**

##### **1. Duration of Leave**

Any eligible employee, as defined above, may be granted a total of 12 weeks or equivalent of unpaid FMLA leave (which shall run concurrent with paid leave) during a 12-month period (see exception for *Military Caregiver Leave* section 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.

##### **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 one’s job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses, including time an employee is receiving lost time compensation; 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.

##### **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
- Servicemember'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.
- Additional activities arising out of active duty that the **County** and employee agree upon.

#### 4. Limitation 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 the employee's spouse are employed by the **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 for one's own serious health condition, or 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 in a 12-month period for all FMLA qualifying reasons listed in "Reasons for Leave" above.

### 6.4.3. Military Caregiver Leave

#### 1. Policy

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

#### 2. Limitations of Leave

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 "Reasons for Leave." A husband and wife both working for the same employer are limited to a combined total of 26 weeks of FMLA military caregiver leave.

### 6.4.4. Notice of Leave

An employee intending to take FMLA leave because of an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or family member, or the planned medical treatment for serious illness or injury of a covered servicemember 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 the immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the event necessitating the leave is not foreseeable. If an employee gives less than 30 days' notice, the **County** may require an explanation. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable.

Within five business days (absent extenuating circumstances) of receiving notice that: (1) an employee requests to use FMLA leave, or (2) the **County** acquires knowledge that a leave may be for a FMLA-qualifying reason, the **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 the employee is not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. The **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.

#### **6.4.5. Certification of Leave**

##### **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.
- The Certification of Health Care Provider form must be completed and returned by the employee within 15 calendar days, absent extenuating circumstances.

###### **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 a 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 Form 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 (ITOs) or invitational travel authorizations (ITAs) issued to any family member in lieu of forms WH-385 or WH-385-V.

## 2. 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 the **County** are not cured in the resubmitted certification, the **County** may deny the taking of FMLA leave. A certification that is not returned to the **County** is not considered incomplete or insufficient, but constitutes a failure to provide certification.

## 3. Clarification or Authentication of Certification

**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 Payroll Clerk-Auditor/Recorder's Office, may contact the health care provider.

## 4. Second or Third Opinions

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

## 5. Recertification

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

Recertifications are not permitted for leave to care for a covered servicemember.

## 6. Annual Medical Certification

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

#### **6.4.6. Designation Notice**

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

If the **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 (cure period).
- Provide notice to an employee if a second or third medical certification is required.

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

#### **6.4.7. Benefits Coverage During Leave**

During a period of FMLA leave, an employee will be retained on the **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 they would otherwise be required to make. Failure of the employee to pay their 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 the **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.

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.

#### **6.4.8. Outside Employment**

An employee is prohibited from engaging in outside employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; e.g., an employee is on FMLA leave due to a back injury and works a job requiring heavy lifting. All other requirements of **County's** Outside Employment policy apply.

#### **6.4.9. Periodic Reporting**

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

#### **6.4.10. 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, the employee must notify the supervisor within two business days prior to the employee's planned return and comply with the provisions outlined in the Return from Leave section below.

##### **2. Request an Extension of Leave**

An employee who requests an extension of FMLA leave must submit a request for an extension, in writing, to the **County** as soon as the employee realizes that they 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 the **County**, will be characterized as either paid or unpaid leave, thereby ending the **County's** reinstatement obligations included in the *Return from Leave* section. (See the applicable collective bargaining agreement for alternate provisions which may apply.)

#### **6.4.11. Return from Leave**

Upon returning to work, an employee on FMLA leave will be restored to that employee's most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The **County** cannot guarantee that an employee will be returned to the original position. The **County** will determine whether a position is an "equivalent position" as defined by FMLA. Employee's right to restoration, however, cease 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 the 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 **County** and the employee was given written notice that the employee was considered a key employee at the time notice of FMLA leave was given or when the leave commenced.

#### **6.4.12. Failure to Return from Leave**

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

#### **6.4.13. Abuse of FMLA**

An employee who fraudulently obtains FMLA leave from **County** is not protected by the FMLA's job restoration or maintenance of health benefits provisions. In addition, **County** may take all appropriate disciplinary action against such employee due to such fraud.

### **6.5. Leave of Absence Without Pay**

#### **6.5.1. Policy**

The **County** may approve leaves of absence without pay for up to six (6) months. Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the **County's** needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department. Such leave may be extended for an additional period of up to one (1) year at the sole discretion of the **County**. Exceptions for leave beyond one (1) year may be provided as required by law. The **County** will require the use of all accrued paid leave prior to granting leave without pay.

#### **6.5.2. Procedure**

##### **1. Approval –30 Days or Less**

Leaves of absence without pay not exceeding 30 days may be granted by the **County** with substantiating documentation.

##### **2. Approval – More Than 30 Days**

The **County** may grant a leave in excess of 30 days following written certification by the employee that the leave is consistent with the intent of this section and substantiating documentation as requested by **County** is provided.

##### **3. Purpose**

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

##### **4. County Termination of Leave**

The **County** may terminate any leave of absence without pay, except those granted pursuant to statute or regulation, prior to its expiration by providing written notice to the employee. The document granting the leave of absence will state the terms of the leave and any reason(s) for terminating such leave. Upon receipt of notice of termination of the leave, the employee is required to return to work within five (5) business days or by a later-approved alternate date. In the event the **County** terminates a leave of absence, the employee will be returned to the same class or position occupied when the leave of absence was granted.

##### **5. Insurance**

Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefit continuation regulations, or as required by other laws or statutes.

#### 6. Return from Leave

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

#### 7. Introductory Period

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

#### 8. Medical Reason for Leave

The **County** may require a health care provider's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay. The **County** may also require a statement from a health care provider certifying the employee's fitness to return to work no later than the date of return.

#### 9. Anniversary Date

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

#### 10. Benefit Accrual

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

#### 11. Outside Employment

An employee is prohibited from engaging in outside employment during an approved leave of absence if the job conflicts with the reason the employee is on leave; e.g., an employee is on leave due to a back injury and works a job requiring heavy lifting. All other requirements of **County's** Outside Employment policy apply.

### 6.6. Court Leave

#### 6.6.1. Policy

The **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.

### **6.6.2. Compensation**

Subject to the following conditions, eligible employees shall receive their 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 workdays 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.

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

### **6.6.3. Late Start/Early Release**

1. An employee who is serving as a witness and is not required to report to court until after the start of their workday or who is released from court before the end of the scheduled workday shall report to work for the hours which are not required for court duty or for related travel time.
2. 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.

### **6.7. Bereavement Leave**

Employees who choose to take bereavement leave will receive three (3) days bereavement leave before they will be required to use accrued Sick Leave, Annual Leave, or Compensatory Time Off for Bereavement or Funeral attendance purposes on the following basis: up to seven (7) days on the death of those relatives listed in the Consanguinity/Affinity Chart (Appendix B) in the 1st degree as well as a person who was currently living in the employee's household; up to five (5) days on the death of those relatives listed in the 2nd degree; and up to four (4) days on the death of those relatives listed in the 3rd and 4th degree. Additional time off charged to Sick Leave, Annual Leave, Compensatory Time Off, or Leave Without Pay for Bereavement Leave purposes may be allowed by the Department Head. Where an employee has not accrued sufficient Sick Leave, Annual Leave, or Compensatory Time Off, or a combination thereof, to take the above specified allotments of Bereavement/Funeral Leave



for Bereavement or Funeral attendance purposes, that employee may seek approval from the Department Head to take an unpaid leave of absence for the above specified time allotments of Bereavement/Funeral Leave for Bereavement or Funeral attendance.

## **6.8. Military Leave under Federal Law**

### **6.8.1. Policy**

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

### **6.8.2. Notice and Notification**

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

### **6.8.3. Compensation and Benefits**

#### **1. Leave Without Pay**

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

#### **2. Health Insurance**

There is no impact to the employee's insurance coverage, including life insurance that is included in the health insurance package if the service is 30 days or less. During the 30-day time period, the **County** and employee premium payments or obligations, if any, remain unchanged. If the service is for more than 30 days, and the employee is in leave without pay status, the employee may then continue coverage similar to that required by the COBRA for either 24 months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is less (see Reemployment, Section 6.8.4. below). The **County** will reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods.

#### **3. Seniority**

An employee is entitled to the seniority (and rights and benefits governed by seniority) accrued at the commencement of military leave, plus any additional seniority rights and benefits the employee would have attained if the employee had remained continuously employed (the "escalator principle"). However, if an introductory period is a bona fide

period of observation and evaluation, the returning employee must complete the remaining period of introduction upon reemployment. The **County** will count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, the **County** will count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The **County** is not required to accumulate annual or sick leave for an employee during the absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests and to merit pay increases.

#### 4. Retirement

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

#### 5. Death or Disability

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

#### 6. Other Leave

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

### 6.8.4. Reemployment

An employee has certain report-to-work obligations following military service. Eligible returning service members will be promptly reemployed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:

1. 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.
2. Service of 31 to 180 days: Application for reinstatement must be submitted not later than 14 days after completion of military duty.
3. Service of 181 or more days: Application for reinstatement must be submitted not later than 90 days after completion of military duty.

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 the **County** will make reasonable accommodations for the disability.

Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same **County**. Time spent in National Guard and reservist training does not count towards the five-year period.

### **6.8.5. Discharge**

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

## **6.9. Military Leave under Nevada Statute**

### **6.9.1. 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.

### **6.9.2. Procedure**

1. Upon employee's or public officer's request, **County** will 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.
2. The **County** is not required to pay the public officer's or employee's pay after 15-working days (or hours equivalent).
3. 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 15 working days, public officer or employee may choose to use annual leave and compensatory time off, if any, before going on leave without pay. The **County** will treat the public officer or employee the same as any other employee on leave without pay.
4. The 12-month period designated by **County** in number 1 above is calendar year.

### **6.9.3. Participation in Training, Active Service or Duty, or Other Required Meetings**

As provided in NRS 412.139, **County** may not terminate a member of the Nevada National Guard or National Guard of another state who is employed in this state because the member assembles for training, participates in field training, is ordered to active service, or otherwise meets as required.

## **6.10. Emergency Conditions/Disaster Leave**

### **6.10.1. Emergency Volunteer Service**

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

### **6.10.2. Emergency Road Conditions**

1. Any non-exempt employee who is unable to report to work due to road closures or hazardous road conditions caused by ice, snow, floodwaters, washouts, or slides shall not receive regular pay. Employees are advised to use their best judgment in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at home, all reasonable attempts should be made to notify the immediate supervisor. Any employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued annual leave or accrued compensatory time.
2. Any non-exempt employee who reports to work late due to road closures or hazardous road conditions will be compensated only for the actual hours worked. In the event the employee wishes to receive a full day's pay, the employee may request to use annual leave or accrued compensatory time to complete the normal work period.
3. Any employee who elects not to report to work due to hazardous road conditions or reports to work late under such conditions shall not be subject to discipline. In the event the supervisor is in doubt of the employee's reasoning, the final decision shall be made by the **County** on the basis of documentation or confirmation of the hazardous conditions by either a law enforcement agency or the appropriate public works agency having jurisdiction over the roadways in question.

### **6.10.3. Disaster Area Declaration**

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

### **6.11. Blood Donor Leave**

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a **County**-sponsored blood donation. All such absences shall be scheduled with the employee's supervisor. Blood donor leave does not count towards hours worked for purposes of calculating overtime.

## **6.12. Leave for Parents of Children Enrolled in School**

### **6.12.1. Policy**

For employers with 50 or more employees employed for 20 or more calendar weeks per year, those employees who are parents of children enrolled in public or private school (K-12) are entitled to four hours of unpaid leave, per school year, for each child enrolled in school. The employee may use the entitled leave time to:

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

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

### **6.12.2. Prohibition Against Retaliation**

An employee shall not be retaliated against for utilizing the leave described in this section. Any employees who believe they have been retaliated against as a result of having taken leave under this section may file a claim with the Nevada Labor Commissioner. The **County** shall provide the employee with all of the forms necessary for the claim filing.

## **6.13. Leave for Nursing Mothers**

### **6.13.1. Policy**

As required by federal law, NRS 281, and the Nevada Pregnant Workers' Fairness Act, the **County** will provide paid or unpaid reasonable breaks each time an employee needs to express breast milk for her nursing infant who is up to one-year old. Employees may elect to use their paid break times for this purpose. The **County** will furnish a private space, other than a bathroom, that is reasonably free from dirt or pollution, protected from the view of others and free from intrusion by others where the employee may express breast milk.

If complying with this policy will cause an undue hardship for the **County** considering the size, financial resources, nature, and structure of the public body, the **County** may meet with the employee to agree upon a reasonable alternative. If the parties are not able to reach an agreement, the **County** may require the employee to accept a reasonable alternative selected by the **County**. An employee who does not agree with the determination of the **County** may file a complaint with the Local Government Employee-Management Relations Board.

### **6.13.2. Prohibition Against Retaliation**

The **County** will not tolerate any retaliation by management or by any other employee against an employee who exercises rights under this policy. Employees who believe they have been retaliated or discriminated against in any manner whatsoever should immediately notify the EEO Officer or the alternate. The **County** will promptly investigate and deal appropriately with any allegation of retaliation.

### **6.14. Catastrophic Leave Program:**

#### **6.14.1. Policy**

**Employer** recognizes employees may have a family medical emergency or be affected by a major disaster, resulting in a need for additional time off in excess of their available paid leave time (sick, annual, and/or compensatory time off). To address this need, all eligible employees will be allowed to donate (sick) leave from their unused balance to the Catastrophic Leave Program to assist employees in need of paid leave in accordance with this policy. This policy is strictly voluntary and complies with US Tax Code.

#### **6.14.2. Eligibility**

Employees must have worked for the **employer** in a full- or part-time regular position for a minimum of twelve months and successfully passed the introductory period to be eligible to donate and/or receive donated leave from the Catastrophic Leave Program.

#### **6.14.3. Guidelines**

Employees who would like to make a request to receive donated leave from the Catastrophic Leave Program must have a situation that meets the following criteria:

- *Medical emergency:* A medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty or the employee needs additional time off for bereavement in the event of the death of a parent, spouse, or child, and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child, or parent.
- *Major disaster:* A disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

#### **6.14.4. Donation of Paid Leave**

Employees who would like to donate to the Catastrophic Leave Program must complete a Catastrophic Leave Program Donation Form and submit it to the Payroll Department. Donations to the Catastrophic Leave Program must be approved by the Catastrophic Leave Committee. Donating employees will agree to the following terms:

- Eligible employees may donate sick leave; employees cannot donate compensatory time off.

- The donation of paid leave is strictly voluntary.
- Recipient identity will not be disclosed, and donating employees may not specify who will be the recipient of donated leave.
- Donated paid leave will be converted to dollars based upon the current rate of pay of the donor. When sick leave is withdrawn, it will be based upon the current rate of pay of the recipient.
- An employee who has more than 200 hours of sick leave accrued may donate accumulated sick leave beyond that minimum to an employee or employees.
- Employees cannot borrow against future paid leave to donate.
- Employees who donate may not claim an expense, a tax deduction, or a charitable contribution for any of the leave donated.
- Except for an amount so small as to make accounting for it unreasonable or administratively impracticable, any leave deposited under a major disaster leave-sharing plan that is not used by leave recipients by the end of the disaster period must be returned within a reasonable period of time to the leave donors who are still employed by the **employer** so that the donor will be able to use the leave. The amount of leave returned to each leave donor must be in the same proportion as the amount of leave donated by the leave donor bears to the total amount of leave donated on account of that major disaster.

#### 6.14.5. Requests for Catastrophic Leave

Employees who would like to request Catastrophic Leave are required to complete a Catastrophic Leave Program Request Form and submit it to the Payroll Department. Requests for Catastrophic Leave must be approved by the Committee to ensure compliance with this policy, including determining eligibility as defined under Eligibility above, as well as whether the approval of such leave is consistent with the **employer's** needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department.

Recipient employees will agree to the following terms:

##### 1. General Terms

- All available paid leave will be used prior to use of approved Catastrophic Leave time.
- Leave time approved under the Catastrophic Leave Program may only be used for time off related to the approved request.
- Employees must comply with normal leave procedures, including requests for time off and call-in procedures.
- **Employer** may ask for substantiating documentation of the medical emergency or major disaster.
- The maximum number of paid leave hours an approved recipient employee may receive is 1040 hours within a rolling 12-month period measured backwards.
- All Catastrophic Leave must be completed within six months of approval.
- Any recipient employee using Catastrophic Leave Program time must notify **employer** periodically of the status and intention to return to work. The **employer** has the authority to determine how often the employee must provide this notification.

- All paid leave granted under the Catastrophic Leave Program is considered wages and is subject to appropriate tax withholding.
- Paid leave under the Catastrophic Leave Program may not be liquidated for cash.
- Medical confidentiality will be maintained.
- If an absence is covered under workers' compensation, the employee may only receive paid time from the Catastrophic Leave Program to supplement temporary disability payments so that payment received does not exceed regular rate of pay.

## 2. Benefit Accrual

Recipient employee approved hours from the Catastrophic Leave Program will continue to accrue annual and sick leave hours and will not lose seniority. Employees on unpaid leave for more than one-half of their regularly scheduled work hours in any pay period shall not accrue leave benefits for that period.

## 3. Insurance

Recipient employee medical, dental, and vision coverage will be maintained by **employer** during Catastrophic Leave Program leave as long as the employee remains in paid status. Dependent premiums and enhanced premium coverage cost will be paid directly by the employee.

## 4. Return from Leave

Recipient employees on approved Catastrophic Leave are required to return to work on the first workday following the end of leave at the regularly scheduled time. The **employer** may also require a statement from a health care provider certifying the employee's fitness to return to work.

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

## 5. Employer Termination of Leave

Donated Catastrophic Leave Program hours will be discontinued:

- If the leave recipient separates from **employer** employment.
- If the leave recipient, or the family member, no longer suffers from the emergency medical condition or major disaster for which the Catastrophic Leave Program hours were provided.

Fraudulent use of the Catastrophic Leave Program will result in immediate discontinuation of Catastrophic Leave benefits and may lead to disciplinary action, up to and including termination.

The recipient will be notified in writing whenever the donated Catastrophic Leave Program leave will be or has been terminated or rescinded. Adjustments will be made to the recipient's compensation and leave records, as appropriate, for any period during which the Leave Donation Program leave has been terminated or rescinded.



### **6.15. Related Forms**

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

## 7. BENEFITS

### 7.1. Health Insurance Coverage

#### 7.1.1. Eligibility

Eligible employees as defined in the group health insurance plan are eligible to enroll in the group health insurance plan effective the first of the month following 30 days of employment. Dependents of employees, as defined in the current plan document, are also eligible for coverage under the insurance plan at the employee's expense. Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

#### 7.1.2. Benefits

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

#### 7.1.3. Plan Changes

The **County** will, from time to time, evaluate the health coverage plan that is offered and make adjustments, as the **County** deems appropriate, in the level of coverage and the amount of premium cost to be paid by the **County**. Affected employees will be notified of any plan changes.

### 7.2. Life Insurance Coverage

#### 7.2.1. Eligibility

Eligible employees, as defined in the life insurance plan, are covered by an employer-paid term life insurance and accidental death and dismemberment insurance plan effective the first of the month following 30 days of employment.

#### 7.2.2. Policy

The specific terms and conditions of coverage are specified in the plan document issued by the insurance company and are available from the Pershing County Auditor/Recorder's Office.

#### 7.2.3. Coverage

Eligible employees are covered by a life insurance policy in the amount of \$20,000.00. (*Optional* - dependent life insurance is available on an employee-contribution basis.)

### 7.3. Retirement

As defined in NRS 286, the **County** is considered a public employer and employees in positions considered to be half-time or more, according to the full-time work schedule for at least 120 consecutive workdays, are covered by the Public Employees Retirement System (PERS). Eligibility for membership in PERS for elected officials is covered in NRS 286.293.

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

#### **7.4. Workers' Compensation**

Employees are insured under the provisions of the State Workers' Compensation Act for occupational injuries and diseases that arise/arose out of and in the course of their employment. Employees are required to report all on-the-job accidents, injuries, or illness to their immediate supervisor as soon as reasonably possible or within 24 hours of the accident, injury, or illness. Failure to report may impact workers' compensation benefits. Employees are also required to complete and submit to the **County** the Form C-1 within seven days of the accident, injury, or illness regardless of whether medical attention was received.

The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 281.390:

1. When an employee is eligible at the same time for benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, and for any leave benefit the employee may, by giving notice to the Supervisor/Manager, elect to continue to receive normal pay instead of the benefits under those statutes until all accrued sick leave, comp time, annual leave, or approved catastrophic leave (if any), in this order, is exhausted. The **County** will notify the Workers' Compensation Administrator of the election. The **County** will continue to pay the employee's normal pay, but charge against the employee's accrued leave time as taken during the pay period an amount which represents the difference between normal pay and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under NRS 616A to 616D, inclusive, or NRS 617 for that pay period.
2. When the employee's accrued leave time is exhausted, payment of normal pay under subsection 1 must be discontinued and the **County** will promptly notify the Workers' Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.
3. An employee who declines to make the election provided in subsection 1 may use all or any part of the leave benefit normally payable to the employee while directly receiving benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, but the amount of leave benefit paid to the employee for any pay period must not exceed the difference between normal pay and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under those statutes for that pay period.
4. If the amount of the employee's leave benefit is reduced, pursuant to subsection 3, below the amount normally payable, the amount of leave time charged against the employee as taken during that pay period must be reduced in the same proportion.
5. An employee may decline to use any part of the leave benefit normally payable to the employee while receiving benefits under NRS 616A to 616D, inclusive, or NRS 617.

During that period of time, the employee will be considered on leave of absence without pay.

## **7.5. Transitional Duty**

### **7.5.1. Policy**

The **County** is committed to providing work, when possible, for employees who have been restricted by a treating health care provider due to a work-related injury or illness. Such work will be provided subject to availability. Work will be assigned according to the nature of the injury or illness and the limitations set forth by the treating health care provider. Every effort will be made to place employees within their own departments. If necessary, an employee will be placed wherever appropriate work is available.

### **7.5.2. Compensation**

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

### **7.5.3. Duration and Conditions of Transitional Duty**

An employee on transitional duty must furnish a written update from the health care provider to the workers' compensation coordinator after each visit in order to remain in the reassigned job. Transitional duty assignments are limited to a period of 90 days, subject to review.

## **7.6. Deferred Compensation**

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

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

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

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

## **7.8. Related Forms**

- Transitional Duty Letter
- Workers' Compensation Benefits Leave Option Form



## 8. TRAVEL EXPENSES

### 8.1. Policy

Employees will be reimbursed for reasonable travel expenses which are required for the performance of their assigned duties and which are appropriately authorized.

To obtain reimbursement, employees must submit an expense report on a proper claim form and substantiate the amounts claimed as required below.

Reimbursement shall be made only for expenses actually incurred, paid, and authorized under this policy and procedure.

### 8.2. Allowances

#### 8.2.1. Mileage

The **County** will attempt to make a vehicle available to employees to use for official travel. If there are no **County** vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the per mile rate set by the Internal Revenue Service (IRS). 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. Employees using a personal vehicle for official travel must have proof of current registration and insurance for that vehicle.

#### 8.2.2. Lodging

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

#### 8.2.3. Meals

1. The cost of meals shall be reimbursed as follows, in an amount not to exceed: (1) Breakfast, \$11.00; (2) Lunch, \$12.00; (3) Dinner, \$23.00. Up to a 15% gratuity is allowable.
2. If the cost of meals purchased exceeds these allowances, the employee may apply to Board of County Commissioners for a variance on the allowances by submitting such request with the original receipts and an explanation for the expenditures.
3. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of breakfast only if s required to leave the normal work location prior to 6 am and return to such location after 10 am.
4. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of lunch only if required to leave the normal work location prior to 10 am and return to such location after 3 pm.
5. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of dinner only if required to leave the normal work location prior to 4 pm and return to such location after 8 pm.

6. No reimbursement shall be allowed for any meal which is provided or made available to an employee as part of the cost of a meeting, class, or other function, regardless of whether the employee partakes of the provided meal or purchases the meal elsewhere.

#### **8.2.4. Other Expenses**

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

#### **8.2.5. Unallowable Expenses**

1. The **County** does not reimburse for fines and parking tickets, towing or impounding fees, traffic violations, alcoholic beverages, personal entertainment, tobacco or smoking products, or expenses unrelated to the business purpose of the travel as determined by the Board of Commissioners.
2. The **County** discourages combining personal travel with business travel due to the public's perception regarding use of **County** funds. Employees must clearly disclose any personal travel and/or annual leave to be taken in conjunction with **County** travel. An employee's family or guest may accompany the employee on **County** business, provided travel is not in an **County** vehicle. The **County** will not, however, pay any additional expenses so incurred.

### **8.3. Processing**

#### **8.3.1. Claims**

All claims with required receipts for travel expenses are to be submitted to the Department Head and then to the Auditor/Recorder's Office for approval by the Board of Commissioners within 30 days following the trip.

#### **8.3.2. Advances**

Employees may request an advance to cover anticipated expenses of at least \$50.00. This request must be made not more than three weeks nor less than one week before departure. When advanced funds have been provided, all unused funds must be returned with a claim form submitted to the Department Head and then to the Auditor/Recorder's Office within five working days following any trip.

#### **8.4. Related Forms: NONE**

## 9. EMPLOYEE SEPARATION

### 9.1. Resignation

#### 9.1.1. Notice

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

#### 9.1.2. Return of County Property

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

#### 9.1.3. Job Abandonment

The **County** may consider employees who are absent from work without approved leave for a period of three consecutive workdays to have abandoned their position and, thus, to have resigned. An employee who has completed an introductory period and contacts **County** within three workdays of the first absence may be provided an opportunity to explain the absences prior to **County** finalizing the separation.

#### 9.1.4. Final Paycheck

The **County** shall issue a paycheck by the next payday following the effective date of resignation or discharge.

### 9.2. Layoffs

The **County** may lay off employees because of lack of work; lack of funds; material change in duties or organization; or in the interests of economy, efficiency; or for other appropriate causes, as determined by the **County**. In cases where the application of this policy conflicts with a collective bargaining agreement that is in effect between a recognized employee organization and the **County**, the provisions of the collective bargaining agreement shall govern.

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

#### 9.2.1. Alternatives to Layoff

Whenever a layoff is anticipated, the **County** will notify employees whose jobs may be affected and explain all available options to them. The **County** will make reasonable efforts to integrate affected employees into other available positions. The **County** may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay.



### **9.2.2. Order of Layoffs**

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

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

### **9.2.3. Designation of Employees to be Laid Off**

In the event of a layoff, the Department Head shall provide the HR Representative and County Commissioners with a list designating the class, position, and names of employees to be laid off. The HR Representative shall be responsible for providing the rationale for selecting particular employees within the same job class for layoff. The HR Representative shall review the list for conformance to **County** policy.

### **9.2.4. Layoff Notice**

Upon confirmation of the layoff list, the HR Representative/Payroll shall provide each affected employee with a written notice of layoff. Such written notice of the layoff shall either be hand-delivered or sent by certified mail, return receipt requested, to the current address on record or via email utilizing the read receipt function to the affected employees at least 14 days prior to the expected date of layoff.

### **9.2.5. Reinstatement**

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

### **9.2.6. Reinstatement Process**

The most recently laid-off employee on the applicable reinstatement list who is qualified for the position and is willing to accept employment in the class and department where a vacancy exists shall be reinstated. The Department Head/HR Representative may select the most appropriately qualified employee based upon the same considerations described under *Order of Layoffs* section. An employee reinstated to a position in the same class and department as held prior to the layoff will not be required to serve an additional

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

#### **9.2.7. Duration of Reinstatement List**

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

#### **9.3. Related Forms**

- Employee Separation Checklist

## 10. PERFORMANCE MANAGEMENT

### 10.1. Statement

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

#### 10.1.1. Purpose

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

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

Performance evaluations, whether formal or informal, do not create a contract or other right to continued employment.

#### 10.1.2. Ongoing Communication Regarding Performance

It is the policy of the **County** and the responsibility of each supervisor to routinely provide employees with accurate, constructive feedback regarding job performance expectations, accomplishments, deficiencies, and opportunities for growth.

#### 10.1.3. Frequency of Performance Evaluations

Formal performance evaluations are to be conducted a minimum of once a year.

1. For new employees, no later than three (3) months, six (6), nine (9) and eleven (11) months after initial hire.
2. Twelve (12) months following transfer to a new position within the same class.
3. When there is a significant change (either improvement or deterioration) in performance or behavior affecting the job.
4. Within three months following an evaluation documenting that the employee's performance needs substantial improvement. (The County encourages frequent, ongoing meetings between the employee and supervisor).
5. At any other more frequent interval as the supervisor deems appropriate. In additions, informal performance communications (feedback) should occur routinely and regularly throughout an evaluation cycle.

#### **10.1.4. Written Record**

Formal evaluations will be in writing, utilizing the approved performance evaluation form. All information on the form shall be consistent with the information communicated verbally during the performance evaluation meeting with the employee. Employees will be allowed an opportunity to comment on the evaluation, sign the forms, and receive a copy. A copy of the evaluation, along with any written comments by the employee, will be placed in the employee's master personnel file.

#### **10.1.5. Personnel Actions Resulting from Performance Evaluations**

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

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

#### **10.1.6. Employee Involvement**

Supervisors will conduct evaluations in a private meeting with the employee. The **County** strongly encourages employee participation in the performance evaluation process.

Opportunities for participation include the following:

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

#### **10.2. Related Forms**

- Employee Performance Review
- Let's T.A.L.K.<sup>®</sup> Preparation Form
- SMART Goals Form

## 11. DISCIPLINARY ACTIONS AND APPEALS

### 11.1. Discipline and Appeal

#### 11.1.1. Justification for Discipline

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

1. Conduct unbecoming an employee in the **County's** service, or discourteous treatment of members of the public or a fellow employee, or any other act of omission or commission that impacts negatively on the public's perception of the integrity or credibility of the **County** or erodes the public confidence in the **County**.
2. Falsification of or making a material omission on forms, records, or reports including applications, timecards, and other **County** records.
3. Absence from work without permission or without notification to an appropriate supervisor/manager, habitual absence or tardiness, or misuse of sick leave.
4. Unauthorized possession, removal, or use of the **County's** property including, but not limited to, funds, records, keys, confidential information of any kind, equipment, supplies, or any other materials.
5. Insubordination, refusing to follow directions, or other unprofessional conduct directed toward a supervisor/manager.
6. Harassment or other prohibited behavior directed toward another employee, member of the public, vendor, or anyone doing business with the **County**, or anyone present on premises owned or controlled by the **County**.
7. Actual or threatened violence including, but not limited to, intimidation, overt or subtle threats, harassment, stalking, or any form of coercion.\*
8. Possession or inappropriate use of drugs, prohibited substances, or alcohol on property owned or controlled by the **County** or while on duty or during an on-call status.\*
9. Possession, bringing, or aiding others in bringing unauthorized firearms, weapons, hazardous biological material or chemicals, or other dangerous substances onto property owned or controlled by the **County**.\*
10. Violation of safety or health policies or practices, or engaging in conduct that creates a safety or health hazard to other employees, the public, vendors, or oneself.
11. Dishonesty, including intentionally or negligently providing false information, intentionally falsifying records, employment applications, or other documents.
12. Violating or failing to comply with federal, state, or local law or the **County's** policies, rules, regulations, and/or procedures.
13. Unsatisfactory work performance.

*\*Except as may be required of a peace officer in the course of assigned duties.*

#### 11.1.2. Forms of Disciplinary Action

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

1. Verbal warning

2. Written reprimand
3. Suspension\*
4. Pay reduction\*
5. Demotion\*\*
6. Termination

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

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

- *Pay reductions imposed as a penalty may only be made in cases of violations of safety rules of major significance, including those rules related to the prevention of serious danger in the workplace or to other employees. An example would be violating a rule that prohibits smoking around flammable material. Deductions can be made in any amount.*
- *Unpaid suspensions may be imposed for infractions of workplace conduct rules, such as rules prohibiting sexual harassment, workplace violence, drug or alcohol use, or for violating state or federal laws. The suspension must be for serious misconduct, not for performance issues. Suspensions must be in full-day increments and must be imposed pursuant to a written policy applicable to all employees.*
- *Unpaid suspensions for performance issues will be made in full-workweek increments.*

*\*\*See NRS 62G.060 for juvenile court employees.*

### **11.1.3. Due Process**

Prior to taking disciplinary action involving suspension, reduction in pay, demotion, or termination against any regular employee, the **County** will take action intended to ensure that the employee is afforded due process. Due process in regard to employment-related disciplinary action includes, among other actions, making certain the employee is provided notice of the reason for the disciplinary action and is given the opportunity to provide a response to the proposed disciplinary action prior to an appropriate supervisor making a final decision regarding the disciplinary action. Employees who are covered by collective bargaining unit may exercise their rights under either this policy or applicable collective bargaining contract, but not both.

#### **1. Written Notice**

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

- The nature of the disciplinary action proposed;
- The effective date of the proposed disciplinary action;

- A statement of the proposed disciplinary action with documentation, statements, and/or other evidence supporting the proposed disciplinary action;
- A statement advising the employee of the right to file a written response, or to submit a written request for a pre-disciplinary conference with the Department Head and HR Representative\* within five (5) workdays of receipt of the notice of proposed disciplinary action; and
- A statement that the employee's failure to file a written response or request a pre-disciplinary conference in a timely manner, or to appear at the pre-disciplinary conference after requesting such, will constitute a forfeiture of the employee's rights to any further appeal unless otherwise provided by law. (Reference: *Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns* section).

## 2. Employee Review

By request, the employee will be given the opportunity, as soon as practical, to review the documents or other evidence (except for confidential and privileged documents). If the employee requests, the **County** will provide a copy of the documents used to support the proposed disciplinary action.

## 3. Conference Prior to Implementation

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

## 4. Implementation of Discipline

No later than five (5) workdays from receipt of the employee's written response or conclusion of the pre-disciplinary conference, the Department Head and HR Representative will issue a written decision to the affected employee. The written decision will inform the employee that:

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

## 5. Appeal

- The affected employee may appeal the disciplinary action to the Board of County Commissioners\* by filing a written appeal with the HR Representative within ten (10) workdays of the date of receipt of written notification of the disciplinary action. The written appeal must state the basis of the appeal and contain a specific admission or denial of each of the material statements in the decision. If an

employee fails to file a written appeal conforming to these requirements within the prescribed time limit, the employee is deemed to have waived the right to appeal unless otherwise provided by law. (Reference: *Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns*)

- After an employee has submitted a timely appeal to the Board of County Commissioners date will be set for a disciplinary appeal hearing. At such appeal hearing, the employee will have the right to be represented by an attorney or other representative retained by the employee, to present evidence and argument in response to the disciplinary action, and to question and cross-examine adverse witnesses. The appeal hearing may be conducted informally without conforming to the formal rules of evidence and such informality of the appeal hearing process shall not invalidate the decision rendered. The Board of County Commissioners\* will issue to the parties a decision following such hearing within five(5)workdays. The decision of the Board of County Commissioners\* is final and may only be appealed as provided for in a collective bargaining agreement if applicable, and/or as provided by law. (Reference: *Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns*).

\*If the final decision-maker served or could have served as a witness in the behavior/conduct leading up to the intended disciplinary action, or otherwise has a conflict related to the situation, an alternative decision-maker who does not come under the authority of the final decision-maker will be selected in collaboration with the **County's** legal counsel and/or designee which may include outside legal counsel retained by the employer. The alternative decision-maker will be a person who is a functional equivalent for the decision-maker, but who does not otherwise have a conflict, whether perceived or actual. The selection of the alternative decision-maker is final and appeals will not be allowed.

#### **11.1.4. COUNTIES, CITIES AND INCORPORATED TOWNS, AND UNINCORPORATED TOWNS: Public Hearing for Dismissed Employees**

Statutes for counties (NRS 245.065), cities and incorporated towns (NRS 268.405), and unincorporated towns (NRS 269.083) provide for a public hearing for a dismissed employee other than a department head, city/county manager or city/county administrator who has been employed for 12 months or more. Such dismissed employee is not required to utilize an established pre-disciplinary conference and appeal process before requesting a public hearing. The employee may request a written statement specifically setting forth the reasons for the dismissal within 15 days of the date of dismissal and the **County** shall furnish the statement within 15 days after the request is received. The employee must request in writing the public hearing within 30 days of receipt of written notification of dismissal. The public hearing will occur within 15 days of receipt of such request.

#### **11.1.5. Administrative Leave During Disciplinary Proceeding**

By notifying the employee in writing, the **County** may place an employee on administrative leave, with or without pay pending an investigation of alleged misconduct or performance



deficiencies, prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The notice of administrative leave will include a statement that the leave is not a disciplinary action. An employee placed on administrative leave without pay who is later reinstated without punitive disciplinary action being imposed will be reimbursed for any pay lost during the administrative leave.

#### **11.2. Related Forms**

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

## 12. DISPUTE RESOLUTION

### 12.1. Definition of Dispute

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

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

### 12.2. Prohibition Against Retaliation

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

### 12.3. Time Limits

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

### 12.4. Dispute Resolution Process

#### 12.4.1. Step 1. Discussion with Immediate Supervisor

1. The employee shall first discuss the dispute informally with the immediate supervisor. The discussion shall be held within ten (10) workdays of the action causing the dispute

or of the date the action reasonably could have been expected to be known to the employee. In no event shall any dispute be accepted for consideration more than (6 months) from the date of the initial occurrence causing the dispute, regardless of the date the action became known to the employee (except as otherwise provided by law).

2. The immediate supervisor shall verbally respond to the employee within ten (10) workdays of the informal discussion between the employee and supervisor. Additionally, the immediate supervisor must document the verbal response.

#### **12.4.2. Step 2. Formal Written Notice of Dispute**

1. In the event the employee believes the dispute has not been satisfactorily resolved at Step 1, the employee may submit the dispute, in writing, to the Department Head within five (5) workdays after receipt of the immediate supervisor's verbal response. The employee shall file one copy with the HR Representative. If the written notice of dispute is not presented within the time limits provided herein, it shall be waived. The written notice of dispute shall:
  - Fully describe the dispute and how the employee was adversely affected.
  - Set forth the section(s) of the written policy or rule allegedly violated and state the specific nature of the violation.
  - Indicate the date(s) of the incident(s).
  - Specify the remedy or solution to the dispute sought by the employee.
  - Identify the employee and be signed by the employee.
  - Identify the person, if any, chosen by the employee to be the representative.
2. No modifications in the alleged basic violation shall be made subsequent to the filing of a dispute, unless mutually agreed to by both the **County** and the employee. However, corrections in citations can be made at any time by the employee or the employee's representative.
3. The Department Head shall meet with the employee to discuss the dispute and shall deliver a written decision to the employee within fifteen (15) workdays of the meeting outlining the reasons behind the decision.
4. Any dispute resolved at this step shall be subject to the review and confirmation of the HR Representative before the resolution is effective. Such review will occur within fifteen (15) workdays and the confirmation shall be final and binding.

#### **12.5. Related Forms: NONE**

## 13. DEFINITION OF TERMS

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

**ADA Coordinator:** Person designated by the **County** to investigate and facilitate the prompt and equitable resolution of complaints filed by qualified persons with disabilities.

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

**Adulterated Specimens:** A specimen is considered adulterated if it contains a substance that is not a normal constituent or contains an endogenous substance at a concentration that is not a normal physiological concentration.

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

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

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

**Anniversary Date:** The date the employee is hired, appointed, promoted, reclassified, or reallocated upward. The anniversary date may be adjusted as specifically provided elsewhere in the personnel policies. (Federal regulations govern the anniversary date of employees returning from military leave.)

**Applicant:** A person, including a current employee, who is applying for any position with the **County**.

**Appointing Authority/County:** The governing board, any elected official, or appointed official acting under the expressed authority of the governing board.

**Appointment:** The offer of and acceptance by a person to a position in accordance with the provisions of these personnel policies.

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

**Authentication:** For purposes of FMLA, providing the health care provider with a copy of the medical certification and requesting verification that the information contained on the certification form was completed and/or authorized by the health care provider who signed the document; no additional medical information may be requested.

**Board:** The governing body of the **County**.

**Casual Worker:** An employee hired on an as-needed basis, either as a replacement for employees who are out on short- and long-term absences or to meet **County's** additional staffing needs during peak business periods. A casual worker has neither a property right

nor an expectation of continued employment with the **County** and is not covered by the provisions of the hiring, discipline, layoff, or dispute resolution sections of these personnel policies.

**Child:** (Son or daughter) For purposes of FMLA and catastrophic leave, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing In Loco Parentis; leave to care for a child with a serious health condition is limited to a child who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability”; Exigency Leave and Military Caregiver Leave applies to a child of any age.

**Clarification:** For purposes of FMLA, contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response.

**Class:** A group of like positions assigned to the same title and pay grade based on similar duties and responsibilities and minimum qualifications. A class may only have one position allocated to it if there are no similar positions within the organization.

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

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

**Compensatory Time/Compensatory Time Off:** Time off granted to an employee in lieu of monetary payment for overtime worked.

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

**Conflicting Employment:** Outside employment that interferes with the employee’s ability to perform the assigned job.

**Consumer Reports:** Any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer’s eligibility for: (A) credit or insurance to be used primarily for personal, family, or household purposes; (B) employment purposes; or (C) any other purpose authorized under 15 U.S.C. 1681a.

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

**Corrective Action:** Action taken to improve unacceptable behavior or performance; correction action may include coaching sessions, counseling sessions, training, and

disciplinary actions including verbal warnings, written reprimands, suspensions, demotions, pay reductions, and discharge.

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

**Day:** Calendar days unless workdays are specified.

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

**Department Head/Department Manager:** An elected official or appointed official who is directly responsible to the Board or to a board established by the Board, for overall administration of an office or department of the **County**.

**Diluted Specimens:** A urine specimen with a high concentration of water and has creatinine and specific gravity values that are lower than expected for human urine as determined by U.S. Department of Health and Human Services.

**Disability-Related Inquiry:** A question (or series of questions) likely to elicit information about a disability. Generally, disability-related inquiries are restricted by the ADA during the hiring process.

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

**Discipline/Disciplinary Action:** A formal form of corrective action to improve unacceptable behavior or performance; discipline may include verbal warnings, written reprimands, suspension, involuntary demotion, reduction in pay, or discharge.

**Discrimination:** Employment decisions or actions which are inappropriately taken because of the applicant's or employee's protected class membership.

**Dispute:** Any disagreement between the **County** and an employee pertaining to the application of the **County's** personnel policies, or an allegation by an employee that the **County** has failed to provide a condition of employment established by the **County's** compensation plan.

**Domestic Partner:** Persons who are registered have a valid domestic partnership pursuant to NRS 122A.200 or have a legal union validly formed in another jurisdiction that is substantially equivalent.

**Drug Test:** A test to determine the presence of illegal drugs/prohibited substances or their metabolites that includes specimen collection and testing by a U.S. Department of Health and Human Services (DHHS)-certified laboratory.

**Eligible List:** A list of names of persons who have satisfactorily completed an examination for a position and are qualified for employment.

**Employee:** A person employed in a budgeted position on a full- or part-time basis. For purposes of those sections of these policies covering discipline, layoff, and dispute resolution; excludes elected officials, department heads, at-will employees, casual/temporary/seasonal workers, and others specified in a Collective Bargaining

Contract; elected officials are further excluded from policies for which there are specific provisions provided in federal, state, and local laws, charters, resolutions, and ordinances.

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

**Regular Part-Time Employee:** A person who has successfully completed an introductory period in a regular budgeted position which requires a minimum number of hours per week (typically 20 hours), but less than full-time employment.

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

**Exempt Employee:** An employee who is exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act.

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

**County Premises:** All **County** property and facilities, the surrounding grounds and parking lots, leased space, **County** equipment, vehicles, offices, desks, cabinets, closets, and any other property owned by the **County**.

**Equal Employment Opportunity (EEO) Officer:** The staff member assigned the responsibility and authority to post notices; provide training; and receive, investigate, and resolve complaints of alleged discrimination/harassment.

**Essential Function:** A fundamental job duty of the position held or desired. A function is essential if the job exists to perform that function, a limited number of other employees are available to perform the function, or the function requires special skill or expertise.

**Examination/Test:** Any measure, combination of measures, or procedures used as a basis for any employment decision, including traditional paper and pencil tests, performance tests, assessment centers, introductory periods, and evaluation of physical, educational, and work experience qualifications through interviews and scored application forms.

**Full-Time:** Work which requires hours of work as established by the **County** as full time. A full-time employee is regularly scheduled to work a normal workweek of 40 hours.

**Grade:** The designation of a pay range for a class.

**Illegal Drugs:** Any controlled substance or drug under Federal or Nevada law, which is illegal to sell, possess, cultivate, transfer, use, purchase, or distribute.

**Incomplete or Insufficient Certification:** For purposes of the FMLA, a medical certification is considered incomplete if the **County** receives a certification, but one or more of the applicable entries have not been completed. A medical certification is considered

insufficient if the **County** receives a complete certification, but the information provided is vague, ambiguous, or non-responsive.

**In Loco Parentis:** For purposes of the FMLA, a relationship in which a person has put oneself in the situation of a parent by assuming and discharging the obligations of a parent to a child, with whom the employee has no legal or biological connection, including day-to-day responsibilities to care for or financially support a child.

**Introductory Period:** A trial or working test period which an employee serves in an at-will status used to determine if an employee's performance meets the expectations of the position for which the employee was hired and if continued employment is warranted.

**Invalid Specimens:** An invalid specimen is one that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

**Key Employee:** A salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the **County** within 75 miles of the employee's worksite.

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

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

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

**Major Life Activities:** For the purposes of the ADA, functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, concentrating, thinking, communicating, reading, sitting, reaching, interacting with others, working, and the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, genitourinary, cardiovascular, hemic, lymphatic, musculoskeletal, respiratory, circulatory, endocrine, and reproductive functions.

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

**Medical Examination:** A procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual's physical or mental impairments or health.



**Next of Kin:** For purposes of FMLA, the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as the nearest blood relative for purposes of military caregiver leave under the FMLA.

**Parent:** For purposes of FMLA, includes a biological, adoptive, step or foster father or mother, or any other individual who stood In Loco Parentis to the employee or covered servicemember. This term does not include parents "in-law."

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

**Personal Information:** A natural person's first name or first initial and last name in combination with any one or more of the following elements, when the name and data elements are not encrypted: social security number; driver's license or identification card number; account number or credit/debit card number with security/access code or password; a username or email address in combination with a password, access code or security question and answer. The term does not include the last four digits of a social security number, driver's license/identification card number, or publicly available information that is lawfully made available to the general public from federal, state, or local governmental records.

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

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

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

**Prohibited Substances:** Medical and recreational marijuana (cannabis); prescription drugs not legally obtained, not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed; over-the-counter medications used contrary to manufacturer instructions; or consumer products not meant for human consumption.

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

**Protected Class/Protected Class Membership:** individuals or groups of individuals protected from employment discrimination, harassment, and retaliation by federal and/or state laws. Protected classes include race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership,

genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, and any other class that becomes protected by federal and/or state law.

**Protective Hairstyle:** Includes, without limitation, hairstyles such as natural hairstyles, afros, bantu knots, curls, braids, locks, and twists.

**Race:** Traits associated with race, including, without limitation, hair texture, and protective hairstyles.

**Rate of Pay/Pay Rate:** An employee's pay rate as shown in the **County's** compensation plan.

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

**Reasonable Accommodation:** A modification or adjustment:

- To a job application process that enables a qualified applicant with a disability or a qualified female applicant with a condition relating to pregnancy, childbirth or a related medical condition, to be considered for the position such qualified applicant desires; or
- To the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability, a female employee with a condition relating to pregnancy, childbirth or a related medical condition, or an employee who is or has a family or household member who is a victim of an act which constitutes domestic violence, to perform the essential functions of that position; or
- That enables a qualified individual with a disability or a female employee who has a condition relating to pregnancy, childbirth or a related medical condition, to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated employees.
- To a work environment that will allow employee to practice the employee's own religion.

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

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

**Regular Employee:** See "Regular Full-Time Employee" and "Regular Part-Time Employee" listed under "Employee."

**Regular Position:** An authorized position which appears in the authorized position list contained in the **County's** budget documents or its amendments approved by the Board of Commissioners.

**Reinstatement:** The restoration of a laid-off employee without examination or an employee rejected during a promotional introductory period to a position in a class in which the employee formerly served as a regular employee.

**Reinstatement List:** A list of names of persons who have been laid off and are available for reinstatement.

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

**Resignation:** A notice by an employee that the employee intends to separate from the County's service.

**Seasonal Employee:** See Casual Worker.

**Son or Daughter:** See "Child."

**Spouse:** A husband or wife of a person, regardless of gender.

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

**Substance Abuse Professional (SAP):** A licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

**Substituted Specimens:** A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine as determined by U.S. Department of Health and Human Services because it is a replacement or false specimen.

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

**Suspension:** The temporary separation from service of an employee for disciplinary reasons.

**Temporary Employee:** See Casual Worker.

**Termination:** See Discharge.

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

**Transitional Duty:** A temporary assignment of an employee who is unable to perform one or more essential function of the assigned job, but has been cleared by a health care provider to perform other duties for the **County**.

**Volunteer:** An individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered. An individual is not considered a volunteer if the individual is otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer.

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