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Ninth Judicial District Court
Douglas County
State of Nevada

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25446
J. ROGERS
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DAVID R. GAMBLE
DISTRICT JUDGE

DEPARTMENT ONE
POST OFFICE BOX 218
MINDEN, NEVADA 89423
(775) 782-9961
FAX (775) 782-9964

Memorandum

To: Darcy Worms, Human Resources Manager
From: Judge David Gamble, Department I
Judge Michael P. Gibbons, Department II
Subject: Court Personnel Regulations
Date: July 25, 2008

On June 14, 1991, the Order Establishing Court Personnel Regulations went into effect. Pursuant to Section 2.01, "The Ninth Judicial District Court Judges shall from time to time promulgate appropriate rules, regulations or amendment to this Order to promote the fair and effective administration of personnel in the District Court Service."

We hereby amend Section 3.41 to read as follows:

Add " xi. Juvenile Services Psychologist"

We hereby add Section 6.0351 as follows:

The position of Juvenile Services Psychologist is entitled to receive annual leave at a rate of:

1st through 14th year .0769 hours per pay period or 160 hours
15th year through 19 years .0846 hours per pay period or 176 hours
20 years .0962 hours per pay period or 200 hours

The Juvenile Services Psychologist shall accrue and be granted annual leave during their probationary period.

Judge David R. Gamble District Court Judge, Dept.I

Judge Michael P. Gibbons District Court Judge, Dept.II

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DISTRICT JUDGE

DEPARTMENT ONE
POST OFFICE BOX 218
MINDEN, NEVADA 89423
(775) 782-9961
FAX (775) 782-9964

To: Darcy Worms, Human Resources Manager

From: 9th Judicial District Court

Re: Admin Leave

We hereby authorize 160 hours of additional paid Administrative Leave be credited to Bruno Bielat's leave account effective July 1, 2008.

David R. Gamble District Court Judge, Dept I

Handwritten signature of David R. Gamble in cursive script, written over a horizontal line.

Michael P. Gibbons District Court Judge, Dept II

MPG by Handwritten signature of Michael P. Gibbons in cursive script, written over a horizontal line.

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SEP 25 2006

25 446

DOUGLAS COUNTY
DISTRICT COURT CLERK

2006 SEP 25 PM 1:10

1 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
2 IN AND FOR THE COUNTY OF DOUGLAS

BY *J. Thaler*

3
4
5 IN THE MATTER OF COURT
6 PERSONNEL REGULATIONS

ORDER ESTABLISHING
COURT PERSONNEL
REGULATIONS

7 _____ /

8 **COURT PERSONNEL REGULATIONS**

- 9 **1.0 Purpose.**
- 10 **2.0 Administration.**
- 11 **3.0 Definitions.**
- 12 **4.0 Classification plan.**
- 13 **5.0 Compensation.**
- 14 **6.0 Attendance and leave.**
- 15 **7.0 Appeals and hearings.**
- 16 **8.0 Miscellaneous provisions.**
- 17 **9.0 Matters not covered**

18 **1.0 Purpose.**

19 The intent of this Order is as follows:

- 20 **1.01.** To provide for more effective Ninth Judicial District administration through the use of
- 21 standardized policies and procedures applicable to all Ninth Judicial District personnel;
- 22 **1.02.** To provide a standardized system of position classification and compensation based on the
- 23 complexity and the responsibility of the principal tasks assigned to each position in Ninth
- 24 Judicial District Court service;
- 25 **1.03.** To provide equal employment opportunities to all applications and employees without
- 26 discrimination due to race, color, religion, age, sex, physical handicap, or national origin.

27 **2.0 Administration.**

28



BK- 0906
PG- 9122

1 **2.01.** The Ninth Judicial District Court Judges shall from time to time promulgate appropriate rules,
2 regulations or amendments to this Order to promote the fair and effective administration of
3 personnel in the District Court service.

4 **2.02.** The Ninth Judicial District Court Judges shall delegate to the County Human Resources
5 Department, the responsibility for the interpretation and administration of this regulation and
6 amplifying rules, regulations and policies, subject to review by the Ninth Judicial District Court
7 Judges.

8 **2.03.** The provisions of this order establish policies, procedures and standards whereby the purpose of
9 the Ninth Judicial District Court Personnel Regulations may be achieved, and apply to all
10 employees of the Ninth Judicial District Court under the direct and indirect jurisdiction of the
11 Ninth Judicial District Court Judges.

12 **2.04.** These rules supersede policies, procedures and standards of all County agencies and departments
13 with respect to classified personnel of the Ninth Judicial District.

14 **3.0 Definitions.**

15 The words and phrases used in this regulation shall be construed to have the following meanings
16 unless further defined herein:

17 **3.01. "Anniversary date"** means the completion of twenty-six (26) bi-weekly pay periods from the
18 date of continuous employment (date hired). Anniversary date for future performance
19 evaluations and salary increase consideration changes will be the date of promotion.

20 **3.02. "Appointing authority"** means that person or body with legal authority to appoint or dismiss
21 employees in the Ninth Judicial Court.

22 **3.03. "Call back"** means compensation earned for returning to duty after an employee has completed
23 a regular shift, if off duty for any period of time, and is requested to return to duty with less than
24 twelve (12) hours notice.

25 **3.04. "Class"** means positions in one occupation or profession which have approximately the same
26 duties and responsibilities. The education, experience, knowledge, skills and abilities needed to
27

- 1 fulfill the position are the same, and the same tests may be used to qualify. The same pay grade
 2 will apply to all positions in the class and they are under the same job title.
- 3 3.05. **“Class series”** includes all classes at all levels of difficulty and responsibility in the same
 4 occupation.
- 5 3.06. **“Class specifications”** means a description of a class, including the duties and responsibilities,
 6 education and experience required and the knowledge, skills and abilities necessary to fulfill a
 7 position in the class.
- 8 3.07. **“Classification plan”** consists of all the classes established along with the rules for maintaining
 9 the plan and the class specifications.
- 10 3.08. **“Classification study”** means investigation of a Position to determine its proper class.
- 11 3.09. **“Classified position”** means all positions regulated by the Ninth Judicial District personnel
 12 regulation. Each will be assigned a class in the classification plan and will be defined by a class
 13 specification.
- 14 3.10. **“Compensation schedule”** means a listing of pay ranges within the range to which each
 15 classification is assigned.
- 16 3.11. **“Court”** means the Ninth Judicial District Court.
- 17 3.12. **“Days”** unless otherwise specified, means consecutive calendar days.
- 18 3.13. **“Demotion”** means movement of an employee to a class assigned to a lower compensation grade
 19 than the class the employee is currently in, for disciplinary or voluntary reasons.
- 20 3.14. **“Department”** means the Juvenile Probation Department, the China Spring Youth Camp, the
 21 Juvenile Detention Facility, Court Information System, CASA and each respective judicial
 22 department.
- 23 3.15 **“Department head”** means those individuals serving as the head of a county department or
 24 district reporting directly to the District Court Judges
- 25 3.16. **“Effective date”** means date of specific action.
- 26 3.17. **“Emergency appointment”** means that under extraordinary circumstances, including but not
 27 limited to loss of life, incapacitating illness, or termination for cause, an appointing authority

- 1 may make emergency appointments without regard to the rules on certification or appointment.
- 2 3.18. ***“Exempt employee”*** means an employee not eligible for overtime as per Fair Labor Standards
3 Act (F.L.S.A.).
- 4 3.19. ***“Grade”*** is equivalent to the grades as listed in the Douglas County Pay Plan. A grade designates
5 the pay scale from minimum to maximum compensation.
- 6 3.20. ***“Grant-funded position”*** is a position which is authorized dependent upon the department
7 generating the revenue to fund the position, usually from some outside grant.
- 8 3.24. ***“Merit salary increase”*** means a pay increase given an employee for meeting or exceeding the
9 job performance standards of the position to which she or he is assigned.
- 10 3.25. ***“Non-exempt employee”*** means an employee eligible for overtime as per FLSA.
- 11 3.26. ***“On-Call employee”*** means an employee, who has been placed upon an on-call list and who
12 works less than 19 hours per week.
- 13 3.27. ***“Part-time employee”*** means one who works less than forty (40) hours per week.
- 14 3.28. ***“Position description”*** means a written description of the tasks and responsibilities of a position.
- 15 3.29. ***“Probation”*** means a period after an employee’s initial appointment or probation in which the
16 appointing authority evaluates his suitability for the class
- 17 3.30. ***“Promotion”*** means assignment of an employee to a class with a higher compensation grade
18 than the employee is currently in.
- 19 3.31. ***“Reclassification”*** means a reallocation of a position within the compensation plan based upon
20 significant changes in kind, difficulty or responsibility of the work performed.
- 21 3.32. ***“Regular employee”*** means an employee who has been retained in a position at the completion
22 of the probationary period.
- 23 3.33. ***“Reinstatement”*** means the reinstatement of an employee in the same or related position they
24 were assigned before separation from County Service.
- 25 3.34. ***“Resignation”*** means the voluntary ending of employment by a Ninth Judicial District
26 employee.
- 27 3.35. ***“Salary range”*** is equivalent to the grades as listed in the Douglas County Pay Plan.

1 3.36. **"Seasonal appointment"** means an employee's periodic appointment related to the seasons. Any
2 person who accepts a seasonal appointment is not, unless otherwise specified, subject to the
3 Ninth Judicial District personnel ordinance. Any person who accepts a seasonal appointment
4 serves at the will of the appointing authority and may be removed at will by the appointing
5 authority without notice, cause or hearing.

6 3.37. **"Supervisor"** means an administrative officer or employee in charge of any employee, unit, or
7 operation.

8 3.38. **"Temporary employee"** means a person hired for a period not to exceed six (6) months of
9 employment.

10 3.39. **"Termination"** means the conclusion of an employee's employment with the Ninth Judicial
11 District.

12 3.40. **"Transfer"** means movement of an employee from one position to another position in the same
13 salary range.

14 3.41. **"Unclassified position"** means a position in the Judicial service which, unless otherwise
15 specified, is not provided the protection as outlined in Section 7 of this document.

16 The following positions have been designated as unclassified:

- 17 i. Judicial Assistants to the District Court;
- 18 ii. Law Clerks;
- 19 iii. Court Reporter;
- 20 iv. Court Information Systems Manager;
- 21 v. CASA Program Administrator;
- 22 vi. Director of Juvenile Camp Services;
- 23 vii. Youth Facility Managers;
- 24 viii. Chief Juvenile Probation Officer;
- 25 ix. Chief Deputy Juvenile Probation Officer;
- 26 x. Juvenile Probation Detention Supervisor.

27 3.42. Any individual appointed to an unclassified position serves at the will of the appointing authority



1 and may be removed at will by the appointing authority without notice, cause or hearing.

2 **3.43.** A change in designation from classified to unclassified and vice versa may be made by the Ninth
3 Judicial District Court Judges. Any such change shall not effect the status of the employee in that
4 position.

5 **4.0 Classification Plan.**

6 **4.01.** *Establishment of classification plan.*

7 The county shall utilize one standard compensation structure for all employees, which shall be
8 maintained to meet all criteria associated with the concepts of internal and external equity. The
9 Human Resources Manager shall prepare, maintain and revise the position classification plan
10 and policies, and changes to the plan and policies shall be subject to approval of the Board of
11 County Commissioners.

12 **4.02.** *Classification and Reclassification*

13 The Human Resource division shall examine the nature of all positions, develop and recommend
14 policies to the board, make changes in the compensation and classification plan as necessary due
15 to changes in the duties and responsibilities of existing positions, and to periodically review the
16 entire compensation and classification plan, and recommend appropriate changes. Revision of
17 job descriptions and re-allocations within the compensation and classification plan shall be made
18 as often as is necessary to provide current information on positions in accordance with the
19 reclassification procedure policy.

20 **4.03.** Where authorized by law to do so, independent contractors may be hired. Independent
21 contractors are not County employees, and the performance of all work is subject to and
22 controlled by the terms of their contract. Besides terms specified by the county in a contract to
23 be signed by an independent contractor, an independent contractor is hired on the conditions that
24 there shall be no:

- 25 1. Withholding of income taxes by the county;
- 26 2. Industrial insurance coverage provided by the county;
- 27 3. Participation in group insurance plans which may be available to employees of



- 1 the county;
- 2 4. Participation or contributions by either the independent contractor or the county
- 3 to the public employee's retirement system;
- 4 5. Accumulation of vacation leave or sick leave;
- 5 6. Unemployment compensation coverage provided by the county if the
- 6 requirements of NRS 612.085 independent contractors are met.

7 **5.0. Compensation**

8 **5.01. Merit Salary Increases.**

9 **5.011.**

10 YEAR 1: Effective July 15, 2006, the County will implement a revised compensation plan.

11 Employees will not move to the new minimum pay range rate until January 1, 2007. Each

12 employee, except those receiving a prorated pay increase due to the June 2006 salary range

13 movement, will receive a 5% salary adjustment within the new pay range effective July 15,

14 2006. Effective January 1, 2007, each employee, except those moving to a new minimum pay

15 range, will receive a .5% salary adjustment.

16 YEAR 2: Pay ranges will increase one pay grade (2.5% adjustment) and each employee's pay

17 will increase 1.25% within the pay range effective July 1, 2007. The 1.25% salary adjustment

18 will be included as part of any movement to the new minimum pay range rate. Effective January

19 1, 2008, each employee will receive a 2.0% salary adjustment.

20 YEAR 3: Pay ranges will increase one pay grade (2.5% adjustment) and each employee's pay

21 will increase 1.25% within the pay range effective July 1, 2008. The 1.25% salary adjustment

22 will be included as part of any movement to the new minimum pay range rate. Effective January

23 1, 2009, each employee will receive a 2.0% salary adjustment.

24 **5.012. PAY FOR PERFORMANCE**

25 The purpose of the Pay for Performance plan is to recognize and reward employees who

26 demonstrate motivation, performance above the standard scope of work, and efficiency, skill

27

1 and initiative in their work, while also appropriately ranking employees who perform at or
2 below the established level of performance for a particular position. Effective August 12,
3 2006, the range for merit increases will be 0-6%. At the direction of the Board of County
4 Commissioners, Human Resources will conduct annual wage and salary surveys to secure
5 updated labor market wage data. Employees who receive a performance rating of 5%
6 or 6%, and who are at the top of their pay range or would exceed the top of their pay range
7 after receiving the Pay for Performance increase, will be eligible for a lump sum payment of
8 .5% or 1%, respectively, of their base pay. The lump sum payment and salary increase must
9 not exceed the amount the Pay for Performance increase would have provided if the
10 employee
11 were not at the top of the range. Any portion of a salary adjustment above the top of an
12 employee's pay range will be paid to the individual in a lump sum payment.

13
14 **5.013. MEDICAL AND DENTAL INSURANCE**

15 **A. Cafeteria Plan.**

- 16
17 1. The County will continue to maintain a cafeteria benefit package. A cafeteria plan recognizes
18 that staff has diverse needs, and allows employees to choose benefits based on their individual
19 needs.
20 2. The County will provide eligible employees with core medical, dental, vision and individual
21 life insurance coverage, and a specific dollar amount, which will vary dependent upon whether
22 the employee has individual coverage or dependent coverage.
23 3. Employees may use remaining funds or salary deductions toward benefits on the cafeteria
24 menu.
25 4. The core medical package may be optional for employees that can provide acceptable proof
26 of similar coverage through another source. Approval for waiver of a core medical package shall
27 be at the County's sole discretion. If an employee waives the core package, the employee shall

1 receive a fixed dollar amount per month in lieu of coverage, which they may use for items on the
2 cafeteria menu after purchase of mandatory dental/vision/life insurance coverage.

3 **B. Contribution Toward Health Benefit Package.**

4 A traditional medical plan and, if available, a High Deductible Plan will be offered to
5 employees. One of these must be purchased unless waived pursuant to A(4) above. If waived,
6 the employee will receive the monthly contribution set forth in C below. If the lowest cost
7 employee-only core medical/RX plan exceeds \$515 /month, the County will provide the
8 employee additional funds to cover the employee-only premium cost for that plan.

9 **1. Traditional Medical Plan contribution**

10	YEAR 1:	Employee Only:	\$515/month
11		Employee with Dependent Coverage:	\$780/month
12	YEAR 2:	Employee Only:	\$515/month
13		Employee with Dependent Coverage:	\$780/month + 1/2 of the premium
14			increase for employee plus family
15			up to a maximum of \$50
16	YEAR 3:	Employee Only:	\$515/month
17		Employee with Dependent Coverage:	Monthly amount from YEAR 2 +
18			1/2 of the premium increase for
19			employee plus family up to a
20			maximum of \$50

22 **2. High Deductible Plan (if available)**

23 **YEARS 1-3:**

24		Employee Only:	\$410/month + \$1,500 Annual
25			Account Contribution
26		Employee with Dependent Coverage:	\$550/month + \$2,500 Annual
27			Account Contribution

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3. Premium Increase or Decreases.

Under the High Deductible Medical Plan option, any increase in premium costs over the life of this contract will be deducted from the Annual Account Contribution amount and applied to the increased coverage expense. High Deductible Medical Plan rates as of January 1, 2007, employee-only coverage, will be used as a calculation baseline. If the High Deductible Medical Plan increases in employee-only coverage exceed 10% above the baseline during contract Year 2 or 15% above the baseline during contract Year 3, parties agree to modify this court order.

a. **Annual Account Contribution Distribution.** Fifty percent of the annual account contribution will be deposited in individual accounts two times each calendar year (first full pay period in January and July). If a plan participant experiences a qualifying event which results in a status change during the year, the premium and account contribution will change at that time. Account contributions will be recalculated and reflect the new account contribution rate. If a plan participant experiences a qualifying event which results in a status change between January and July, the account contribution for July will be 50 percent of the annual account contribution.

b. Employees serving an initial probation are not eligible to receive an annual account contribution.

C. Monthly Contribution in Lieu of Core Medical Package.

Core dental, vision and life insurance must be purchased with monthly contribution.

YEAR 1: \$300.00

YEAR 2: \$325.00

YEAR 3: \$350.00

5.02. Compensation Time Off (CTO).

5.021. Accumulation. In lieu of overtime pay, and if offered by management, an employee may elect to receive compensating time off (CTO) at the rate of time and one-half for such overtime hours



1 worked. A maximum **seventy-two (72)** hours may be banked at any one time.

2 **5.022. Use of CTO.** An employee may use CTO by requesting such time off and having it approved in
3 advance. A department may require an employee to utilize any CTO bank before granting the
4 use of annual leave.

5 **5.023. Pay off of CTO bank.** The county may pay off an employee's CTO bank at any time at the
6 employee's current straight time rate of pay.

7 **5.03. Call Back.**

8 **5.031.** Call-back is defined as compensation earned for returning to duty after an employee has
9 completed a regular shift, is off duty for any period of time, and is requested to return to duty
10 with less than 12 hours notice per NRS.

11 **5.32.** Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a
12 minimum of two (2) hours or time actually worked, whichever is greater. There will be no
13 overlapping of premiums in that if an employee works less than two (2) hours on the initial
14 call-back and is then called back on a second time during the initial two hour period. The
15 employee will not be entitled to additional overtime pay unless the total time worked for both
16 call-backs exceeds two (2) hours. In such cases, the employee will be paid for the total hours
17 worked.
18

19 **5.04. Holiday Pay.**

20 **5.041.** An employee is eligible to receive holiday pay, regardless of how many hours that employee
21 works or is scheduled to work in a week, except if their status is part-time 19 hours or less a
22 week, temporary, seasonal or oncall. Non-exempt employees will be paid at their normal
23 rate
24 for any designated holiday, which falls on their normal workday when the employee does not
25 work on such holiday.
26

27 **5.042. Holiday Worked.**



1 Any eligible non-exempt employee required to work on a designated holiday and the holiday
2 falls on the employees' regularly scheduled day to work, will receive holiday pay plus
3 overtime for any hours worked on said holiday. This scenario is considered "persable" time
4 per applicable PERS sections of the NRS.
5

6 **5.043. Holiday on Scheduled Day Off.**

7 Any eligible non-exempt employee required to work on a designated holiday and the holiday
8 falls on the employees' regular scheduled day off, will receive holiday pay plus overtime for
9 any hours actually worked on said holiday.
10

11 **5.044. Holiday "In-Lieu" Pay.** Employees in assignments which are part of 24-hour coverage
12 (i.e., China Spring Youth Camp/Aurora Pines Girls Facility and Lake Tahoe Detention
13 Center) Management may opt to allocate to its employee's, holiday pay at the straight
14 time rate for eleven (11), eight-hour holidays per year pro-rated equally over the year's
15 twenty-six (26) pay periods. No other observance shall be recognized. Employees
16 transferring between 24-hour coverage shifts and non 24-hour coverage shifts shall have
17 their holiday allowance computed and conversion approved by the County Manager's
18 Office and the Comptroller's office at the time of such transfer. Nothing in this section
19 shall prohibit the employee's right to request and the Department's right to approve or
20 deny time off on a holiday providing the employee uses CTO, annual leave, or takes
21 leave without pay.

22 **5.05. Stand-by Pay**

23 **5.051.** Stand by duty is defined as that circumstance which requires the employee so assigned to:

- 24 a. Be ready to respond in a reasonable time to calls for his/her services,
25 b. Be readily available at all hours by telephone, or other communication devices,
26 c. Refrain from activities which might impair his/her performance of assigned duties upon call.

27 **5.052.** Standby duty shall be assigned in writing and shall be compensated at a rate of:

1 \$2.75 per hour beginning on August 26, 2006

2 \$3.00 per hour beginning July 1, 2007

3 **5.053.** An employee shall not receive standby pay for hours actually worked or for hours reimbursed by
4 a call-back minimum

5 **5.06. Night Shift Pay**

6 **5.061.** An employee who actually works an assigned shift at least half of which includes the hours
7 between 2300-0700 hours, will receive the following amounts per shift.

8 \$9.00 per shift beginning August 26, 2006

9 \$10.00 per shift beginning July 1, 2007

10 \$11.00 per shift beginning July 1, 2008

11 **5.062.** To qualify, the employee must work at least ½ of the qualifying shift.

12 **6.0 Attendance and leave.**

13 **6.01. Attendance.**

14 **6.011.** Each department head shall ensure that his/her department maintains proper attendance, leave and
15 pay records, or that the office delegated to maintain such records is notified of all pertinent
16 actions.

17 **6.012.** The Human Resources Manager shall establish standards and procedures for the reporting of
18 attendance. The appointing authority shall establish procedures and standards for the granting
19 and scheduling of leaves pursuant to the provisions of this chapter.

20 **6.02. Legal Holidays.**

21 **6.021.** Legal holidays shall be defined as being those days provided for in Section 236.015 of the
22 Nevada Revised Statutes, together with such discretionary holidays as may be declared from
23 time to time by the Governor pursuant to Section 223.130 of, the Nevada Revised Statutes.

24 **6.022.** If a holiday falls during an employee's leave, it shall not be charged as leave.

25 **6.023** Any employee paid on an hourly rate required to work on a designated holiday shall be paid for
26 all hours worked in addition to holiday pay for the day.

27 **6.024** Should a holiday fall on an employee's regularly scheduled day off, at the appointing authority's

1	15 th year through 19 years	.0846	176
2	20 years	.0962	200

3

4 **6.036. Payment on Death.** If an employee dies who is entitled to accumulated sick/annual leave under
5 the provisions of this Order, the heirs of such deceased employee shall be paid an amount of
6 money equal to the number of hours of sick/annual leave earned or accrued multiplied by the
7 hourly rate of such deceased employee.

8 **6.04. Sick Leave.**

9 **6.041.** All employees, classified or unclassified, who are employed on a continuous full-time or part-
10 time basis of twenty (20) hours or more per week, shall accrue sick leave as established by
11 resolution of the Board of County Commissioners. Employees working less than twenty (20)
12 hours shall not accrue sick leave credits.

13 **6.042.** Eligible employees shall accrue sick leave at a rate of .0423 hours for each hour paid up to a
14 maximum of 88 hours per year. Only regular hours paid shall affect sick leave accrual.

15 At the employee's option instead of being compensated for sick leave, the County, with the
16 approval of PERS, will convert compensable sick leave to PERS retirement credits.

17 **6.05. Leave of Absence Without Pay.**

18 **6.051.** Leave without pay may be granted only to an employee who desires to return there from to
19 County service and does not have annual leave or compensatory time off available.

20 **6.052.** Leave without pay of less than thirty days may be granted by the appointing authority.

21 **6.053.** Leave without pay of thirty (30) days or less may be granted for the good of the public service by
22 the appointing authority. When such leave is granted, the appointing authority will formally
23 notify the Human Resources Department of such action.

24 **6.054.** For a period of thirty (30) days or more, leave without pay may be granted by the Ninth Judicial
25 District Court Judges. The employee shall retain his/her status as a public employee and the pay,
26 leave and benefits accrued prior to the leave for a period not to exceed twenty six (26)
27 consecutive pay periods.

1 **6.06. Unauthorized Absence.**

2 **6.061.** An unauthorized absence from work shall be treated as leave without pay and may be a cause for
3 disciplinary action up to and including termination.

4 **6.062.** An unauthorized absence for three (3) consecutive days shall be regarded as an automatic
5 resignation and termination from court service.

6 **7.0. Appeals and Hearings.**

7 **7.01.** In the event the Department Head desires to institute any disciplinary or correctional action to a
8 non-probationary employee wherein a suspension of five (5) days or more, demotion,
9 termination is contemplated, the following procedures will apply;

10 **7.02.** The department head or supervisor shall prepare a written specification of the charges against the
11 employee. The written specification of charges shall immediately be filed with the Human
12 Resources Department and shall set forth the disciplinary or correctional action contemplated.
13 After having received the written specification of charges, the personnel department shall advise
14 the employee in writing of the proposed action.

15 **7.03.** In the event the employee desires to contest the proposed disciplinary action, they shall be
16 granted a hearing before a hearing board. The hearing board shall be appointed by the Human
17 Resources Manager and shall consist of one (1) department head from a department separate
18 from that of the employee in issue, and two (2) supervisors. The employee must request a
19 hearing in writing and submit the request to the Human Resources Manager within ten (14) days
20 of receipt of the specification of charges.

21 **7.04.** Within ten (10) days of receipt of the employee's request for hearing, - the hearing board shall
22 convene to hear 'the' matter. If, upon the conclusion of the hearing, the hearing board finds that
23 the proposed disciplinary action is unwarranted, it shall notify the employee and the department
24 head of its decision, in writing, and such decision shall be final. If the hearing board finds that
25 the proposed disciplinary action, or any lesser disciplinary action is warranted, it shall notify the
26 employee and the appropriate department head of its decision, which notification shall be in
27 writing and shall include a delineation of the charges found to be factually supported and shall



1 indicate appropriate appeal procedures. If the decision is not appealed it shall be considered
2 final. If the decision is to impose the proposed disciplinary action or a lesser disciplinary action,
3 the department head may impose the disciplinary action pending appeal.

4 **7.05.** In the event an employee is dissatisfied with the decision of the hearing board, they may appeal
5 the decision to both Judges. The appeal to the Judges must be in writing and must be filed with
6 the Human Resources Manager no later than ten (10) days after the written decision of the
7 hearing board is issued. The Human Resources Manager will be responsible for notifying the
8 Judges of the appeal. The Judges shall establish a time for an appeal hearing not less than ten
9 (10) working days nor more than sixty (60) working days from the date of receipt of the appeal.
10 All interested parties shall be notified by the Judges in writing of the date, time and place of
11 hearing at least five (5) working days prior to the hearing.

12 **7.06** At the conclusion of the appeal hearing, both Judges shall take the case under submission and
13 shall notify the parties in writing within thirty (30) days from the date of the hearing of his/her
14 decision in the matter. The decision of the Judge shall be final.

15 **8.0 Miscellaneous provisions.**

16 **8.1. Outside Work**

17 **8.11.** Employees of the court shall not engage in any outside work which will impede the performance
18 of their duties or create a conflict of interest with their court position.

19 **8.12.** Employees of the Court shall not engage in any outside activity which could compromise,
20 embarrass, or discredit the County or District Court.

21 **8.13.** Employees shall notify their department head in advance of any plans to engage in outside work.
22 Such notification must be written and contain full information about the planned work. No such
23 employment shall be allowed unless authorized in advance by the appointing authority.


24 **8.14.** Any employee who desires to conduct his/her own business outside of his/her employment with
25 the County must first advise his/her employer of such intent. If the business contemplates the
26 sale of services or goods to the County, the employee must so advise the appointing authority for
27 whom he/she works. In such cases the appointing authority or the District Court Judges may
28

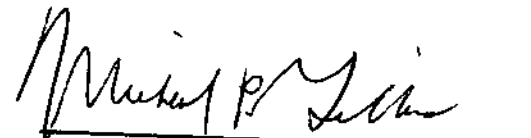
1 require the employee to meet such requirements as it deems necessary, which requirements may
2 be in addition to the regular purchasing policies of the County or District Court in order for the
3 employee to supply goods and/or services to the County. Failure of an employee to comply with
4 the notice requirements of this subsection or with any other requirements established by the
5 appointing authority or the Board of County Commissioners may result in disciplinary action,
6 including termination, being taken against the employee.

7 **9.0. Matters not covered by this order**

8 **9.01.** Matters that are not covered by either this Court Order or internal Court Administration
9 Policy and Procedure will be governed by the County Personnel Ordinance and County
10 Administrative Personnel Policies and Procedures.

12 Dated this 22 day of Sept 2006

13 
14 _____
15 DAVID R. GAMBLE
16 District Judge


17 _____
18 MICHAEL P. GIBBONS
19 District Judge

21 **CERTIFIED COPY**

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

24 DATE: 9/25/06
25 _____
26 Clerk of the 8th Judicial District Court
27 of the State of Nevada, in and for the County of Douglas,
28 By J. Thaler Deputy