



**CHURCHILL COUNTY COMMISSIONERS  
CC COMMUNICATIONS MANAGEMENT  
CHURCHILL COUNTY, NEVADA**

899 South Maine Street  
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Fallon, Nevada 89407  
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Contact Person: Shelly Bunyard, Administrative Assistant  
E-mail: [shelly.bunyard@cccomm.co](mailto:shelly.bunyard@cccomm.co)

**\*\*\*\*NOTICE OF PUBLIC MEETING\*\*\*\***

**AGENDA**  
**PLEASE POST**

**PLACE OF MEETING:** Churchill County Administrative Building, Commission Chambers,  
155 North Taylor Street Suite 145, Fallon, Nevada

**DATE & TIME:** February 6, 2025 at 1:45 PM

**TYPE OF MEETING:** Regularly Scheduled CC Communications Management Meeting

**If you wish to make public comment, you may provide them at the meeting or via email, no later than 4:30 PM the day before the meeting, to [shelly.bunyard@cccomm.co](mailto:shelly.bunyard@cccomm.co).**

**Notes:**

- I. These meetings are subject to the provisions of Nevada Open Meeting Law (NRS Chapter 241). Except as otherwise provided for by law, these meetings are open and public.***
- II. Action will be taken on all Agenda items, unless otherwise noted.***
- III. The Agenda is a tentative schedule. The CC Communications Management Board may act upon Agenda items in a different order than is stated in this notice – so as to affect the people’s business in the most efficient manner possible.***
- IV. In the interest of time, the CC Communications Management Board reserves the right to impose uniform time limits upon matters devoted to public comment.***
- V. Any statement made by a member of the CC Communications Management Board during the public meeting is absolutely privileged.***
- VI. All persons participating in the meetings are put on notice that an audio and video***

*recording is made of these meetings.*


**AGENDA:**

1. **Call to Order.**
2. **Public Comment.**
3. **Verification of Posting of Agenda.**
4. **Consideration and possible action re: Approval of Agenda as submitted or revised.**
5. **Consideration and possible action re: Approval of Minutes of the meeting held on:**
  - A. November 7, 2024
  - B. December 5, 2024
6. **New Business.**
  - A. Consideration and possible action re: updates to Human Resources Policy Chapter 6.
7. **Reports: General Manager Report.**
8. **Affidavit of Posting:**
9. **Public Comment.**
10. **Adjournment.**

STATE OF NEVADA        )  
  : ss.  
County of Churchill     )

*I, **Shelly Bunyard, Administrative Assistant**, do hereby affirm that I posted, or caused to be posted, a copy of this notice of public meeting, on or before the **31st day of January, 2025** between the hours of **1 pm and 5 pm**, at the following locations in Churchill County, Nevada:*

1. *Churchill County Administration Building, 155 N. Taylor St., Fallon, NV;*
2. *The CC Communications Website @ [www.cccomm.info](http://www.cccomm.info);*
3. *The State of Nevada Website @ <https://notice.nv.gov/>.*



***Shelly Bunyard, Administrative Assistant***

***Shelly Bunyard, Administrative Assistant, who was subscribed and sworn to before me this January 31, 2025***



---

**Pamela D. Moore, Deputy Clerk to the Board**

*Endnotes:*

**Disclosures:**

*\*CC Communications is an equal opportunity provider and employer.*

**Accommodations/Nondiscrimination:**

*\*Notice to Persons with Disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the CC Communications Executive Office in writing at P.O. Box 1390, Fallon, NV 89407 (Attn: Shelly Bunyard), or by calling 775-423-7171 ext. 1215 at least two days in advance.*

*\*In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies or complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency [(775)423-4092] or USDA's TARGET Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800)877-8339. Additionally, program information may be available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the Complaint Form, call (866)632-9992. Submit your completed form or letter to USDA by:*

1. Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. Fax: (202)690-7442; or
3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

**Procedures:**

*\*The public meetings may be conducted according to rules of parliamentary procedure.*

*\*Persons providing public comment will be asked to state their name for the record.*

*\*The CC Communications Management Board reserves the right to restrict participation by*

*persons in the public meeting where the conduct of such persons is willfully disruptive to the people's business.*

*\*All supporting materials for this Agenda, previous Agendas, or Minutes are available by requesting a copy from the CC Communications Office, 775-423-7171 ext. 1215. During the meeting, there will be one copy available for public inspection. Additional copies are available by making the request from the CC Communications Office. You are entitled to one copy of the supporting materials free of charge.*

## **MINUTES OF THE CC COMMUNICATIONS MANAGEMENT**

155 N. Taylor St., Fallon, NV 89406

November 7, 2024

### **Call to Order:**

The regular meeting of the CC Communications was called to order at 1:45 PM on November 7, 2024.

PRESENT:           Commissioner Myles Getto  
                          Commissioner Harry Scharmann  
                          Commissioner Justin Heath  
                          General Manager Mark Feest  
                          Chief Financial Officer Jamie Hyde  
                          Administrative Assistant Shelly Bunyard

ABSENT:

### **Public Comment:**

Chairman Myles Getto asked if there was any public comment but there was none.

### **Verification of Posting of Agenda:**

It was verified by Shelly Bunyard, Administrative Assistant, that the Agenda for this meeting was posted on the 1st day of November, 2024 between the hours of 1 pm and 5 pm at all of the locations listed on the Agenda, in accordance with NRS 241.

### **Consideration and possible action re: Approval of Agenda as submitted or revised:**

Commissioner Harry Scharmann made a motion to approve the Agenda as submitted. Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

### **Consideration and possible action re: Approval of Minutes of the meeting held on:**

#### **A- August 1, 2024**

Commissioner Justin Heath made a motion to approve the Minutes of the meeting held on August 1, 2024 as submitted. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

#### **B- September 12, 2024**

Commissioner Justin Heath made a motion to approve the Minutes of the meeting held on September 12, 2024 as submitted. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

### **New Business:**

**A- Consideration and possible action re: determination of whether CC Communications should maintain its WTA membership and seek reinstatement of Board seat.**

Mark Feest, CC Communications. We primarily participate in two national telecom trade associations, one is WTA, which used to stand for Western Telecommunications Alliance but after the dissolution of the other national organization, they changed their name to just WTA and started inviting people east of the Mississippi. There's currently around 280-290 members in WTA. We also participate in NTCA which used to stand for National Telecommunications Cooperative Association. Now they just call themselves NTCA. For a while now, they have allowed companies in that are not cooperative. NTCA currently has around 750 to 800 members. We pay membership dues in both associations. NTCA membership is about \$20,000.00 per year plus any attendance of events you might want. WTA membership is about \$10,000.00 plus attendance to events. I had been a board member on WTA for a long time. WTA likes you to attend the two events they have every year. When we first joined their events were in places like Salt Lake City, Coeur d'Alene and places out west. They have changed over the years, especially due to those members who are back east. They ask the board members to attend one DC board trip per year and semi-annual meetings. One of the meetings is the official annual board meeting that a non-profit organization has to have. I used to go to about every other meeting which is once a year and I also went on the DC trip. Around the time of COVID a lot of things were cancelled. Since then, I never got back into going afterwards. I reached out to WTA requesting to give up my seat on the board and have Jamie Hyde to be elected to the board. They informed us that they don't want us as a board member, if we don't commit to attending both meetings every year and the DC trip. There's an upcoming meeting in Hawaii. Honestly, I didn't want to commit to saying we would go, because we were not going to go on the Hawaii trip. We were going to try to have one person go to every other meeting. It gave me pause, after receiving notification that they want us to attend all these meetings. I wanted to at least have the board notified, because I think there is potential at time to time of people coming back and asking why are you going to Hawaii. If they are telling me we can only have the board seat, if we commit to going to the meetings, I thought I'd bring this before the board for discussion.

Commissioner Harry Scharmann. What is your opinion? Do you think we should discontinue membership?

Mark Feest, CC Communications. We would probably need to become more active in NTCA. We don't plan to discontinue the NTCA membership. NTCA has never reached out stating we have to come to the meetings. It's much harder to get a board seat with NTCA due to them having much more members. I think that both associations duplicate each other in many ways as far as advocacy in front of the FCC and Congress. I think it's ok to not maintain our WTA membership. It's most beneficial to have a board seat if we keep the WTA membership. If folks are uncomfortable with us fulfilling the commitments WTA is asking us to fulfill for a board seat, then I don't think we should remain in the association.

Chairman Myles Getto asked if there was any public comment but there was none.

Commissioner Justin Heath made a motion to direct CC Communications to discontinue membership in WTA membership during the next membership dues cycle. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

**B- Consideration and possible action re: negotiations of service terms for BEAD locations that received zero bidders.**

Mark Feest, CC Communications. The BEAD program is a \$42.5 billion dollar program. The money was passed through to the States. The States had to create their own plan for distributing the money and it had to be approved by NTIA prior to them going forward. Nevada is one of the first states that went out and have actually completed their first go around of asking people to apply. After that round, OSIT states that they have 78% of serviceable locations in Nevada and they have their applications. Those applications requested nearly \$500 million dollars. It's actually about only 18% of the locations. If you look at the map, only those pieces in dark grey have applications. Some of those locations got one and some got two. I don't believe any got three, but it's possible. 78% is calculated by OSIT. That's because there were a lot of locations in Las Vegas proper, which you can see it's more than 18% of the geography. If you're in one of the rural areas, you are in a higher cost per location. OSIT then sent out a email to all providers in the state. They asked if we would like to schedule a phone conference to discuss how to apply for all the empty spots. I intentionally did not reply to the email. After the deadline for replying, I received an email requesting we talk with them about applying. When I reviewed these, there's a 25% match. Many of the locations left and even at a 25% match, you can't build an honest business model that will make money. It isn't required in the application and I'm not the reviewer of the applications, but we've been doing this a long time. I tell people we have done more Fiber to the Home in rural Nevada than anyone. We started before anyone and we are not confused about what it costs, what you can charge people and what take rates are. OSIT says this is a great deal because these locations are a 25% match, but many of the locations are in areas that I would suggest are going to have 25% or lower take rates. You're paying 100% of the cost for the actual customers you reach. Some locations are \$16,000 and some are \$11,000. Let's say you pay \$11,000 for four locations but you only capture 1 customer. That's \$11,000 that we need to recoup from that customer. I could not produce a pro forma that says if we have to match 25%, it's going to make sense. That's why we didn't apply.

The red dots map showing Churchill County represents a place they say can't get 100 Mbps internet. We have always disagreed with the map and especially those people who are provided service in a given territory.

Commissioner Myles Getto. How do they come up with that?

Mark Feest, CC Communications. It is data from reports that is about three years old. The way it's reported isn't exactly lining up. The data will tell you there is 1,092 locations in all of the RPA that can't get 100 Mbps connections. Some of those locations are mobile home parks or apartment complexes that we have fiber to the curb but the property owners will not let us wrap the building or won't allow us to dig in their street.

We didn't apply in Churchill County because we don't believe any of these residents are really unserved if they are legitimately a potential customer. We didn't want to take on obligations of the BEAD program, to spend money that isn't going to result in a change of revenue. We didn't want to spend the 25% match.

I had a meeting with OSIT last Friday. They advised that they are required to allocate money to somebody for every red dot on this map. The company the money is allocated to and OSIT can then sit down and determine if that red dot really represents something. We know that there are dots on this map that represent abandoned houses and old building out in the desert. There are dots on the map that have no commercial power. You can't take fiber to a no commercial power area. The opportunity to sit down with OSIT and discuss the red dot locations, only occurs if you are given a Notice of Intent to Award. Nobody applied in Churchill County. We don't want to put a 25% match down on locations that will have horrible take rates and in some cases don't exist. OSIT advised that if we submit an application we can use existing plant to offset that 25% and it is no problem in that RPA in Churchill County. It's actually that RPA that's in the center, the RPA above it and the one to the right which is Stillwaters. We can probably do an application with 25% match using existing facilities. We still have a great desire to remove the locations that are not legitimate on the map. I worry about being stuck with a not legitimate location and not being able to close out the grant unless we build to it. They also advised if we were able to build to the edge of the apartment complex, we count it as built. We would then have to add a note at the location advising the complex will not allow building to be wrapped.

I asked OSIT how they are going to give someone else the money for something that we have already done. They advised the relocation will hit the allocated and awarded funds. I'm not sure if I understand that because by their own admission, they are over the amount of money that's been allocated to the state. They still have 22% of the locations and 80% of the geography. I have concerns that they will move forward and award someone something on top of us, if we are unable to get an application in and negotiate some terms. It was explained, that if we applied, we would still have the opportunity to negotiation the final terms of that application. I think it must be held open because if they don't negotiate final terms, they will run out of money.

We have identified three RPAs on the map in Churchill County but not the one by Lahontan Reservoir. There is no possible way that can be built. It doesn't have commercial power and there is no way to make money with that build going forward.

In the upper left corner of the map is Lyon County. That build can be done as a possible application I would like to negotiate with them. I would like to build that with the Tarana wireless equipment. We have a propagation map for putting up wireless that at 100 Mbps. That location is the only one that might have a 25% match. That is about \$722,000.00 if you fully matched that with 25%. It wouldn't be fully matched because a wireless proposal costs will come it much lower.

Any negotiation in Churchill County, would be subject to them acknowledging that the existing infrastructure covers the 25% match. We have something coming up in Storey County that will address that. I would like to negotiate the remaining Storey county locations with them. I don't want someone else getting the award on top of us.

There is a small piece in Washoe County that you would think is Storey County. We would include in our application 16 of those locations in Washoe County.



Since we are already putting equipment in Storey County, we are subject to the 25% match being noted that it's in infrastructure not in cash.

The location in Elko County, would be a wireless situation and only subject to them accepting the 25% match as existing back haul infrastructure that would serve that area.

I am asking for a motion to approve negotiations of service terms for BEAD locations in Lyon, Elko, Storey, Washoe and Churchill Counties. Lyon County is the only one that is subject to the 25% match in cash. That would still come back before that board. This is just for negotiation purposes. The final agreement with them will have to be approved by the board.

Commissioner Harry Scharmann made a motion to approve negotiations of service terms for BEAD locations that received zero bidders. Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

**C- Consideration and possible action re: approval of the Phase II Service Provider Agreement and MoU with Storey County in the amount of \$6,900,000.**

Mark Feest, CC Communications. I am going to turn this over to Joe Sanford. It's really just additional areas in Storey County. Joe handled the contract on the first phase. The amount is \$6,700,000.00 not 6,900,00.00.

Chief Civil Deputy District Attorney, Joe Sanford. That is correct. That is a drafting error, the amount is \$6,700,000.00. In this case, the agreement covers the remainder of Storey County to pieces that are connected to the power grid. It won't have all of the locations that you would have seen on the map but it will have the majority of them. It's an extension of what were doing before. It will be additional funds, in addition of the \$1,500,000.00 that was provided earlier this year. The terms are the same. We're agreeing to provide service in the same fashion as we have in other communities through out the state.

Mark Feest, CC Communications. I will point out, in the first agreement we identified locations in a geographic area. This agreement is only if they are on commercial power. We are using those power poles, so they have to have commercial power dropped to them. We will follow that same exact line. If someone else wants service we can give them a quote, for extending it from the closest pole. The pricing is the same and our estimates and costs are covered 100% by Storey County.

Commissioner Justin Heath made a motion to approve the Phase II Service Provider Agreement and MoU with Storey County in the amount of \$6,700,000. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

**Reports:**

- A. Progress Reports
  - a. Transport Network Upgrade
    - A. Phase I is physically deployed and configured.
    - A. Tested

- B. In process of fully configuring
- C. Next will be new circuit and migration
- B. Phase II is physically deployed
  - A. Working on testing
  - B. Next will be configuration and migration
- b. Switch Upgrade
  - A. This project utilizes the same internal resources as the transport equipment upgrade, however, it is less of a priority. Thus, it is worked on as time permits.
  - B. Physically installed and configured
  - C. Migration of records is in progress
    - A. Training
    - B. VM platform migration in progress
- c. Storey County Project
  - A. Official ground breaking occurred
  - B. Initial permits are cleared
  - C. Cabinet is set
  - D. Existing cable removed from poles
  - E. New cable in progress
- d. Tribal Grants
  - A. FPST
    - A. Contractual Issues
    - B. No progress in resolving contractual issues raised by FPST
      - B. YPT
        - A. Environmental requirements and permitting in progress
      - C. WRPT
        - A. Environmental requirements and permitting in progress
        - B. WRPT has an ongoing sewer project that we need to wait on completion before we start our deployment
      - D. Te-Moak Elko Band
        - A. Has not resolved internal dispute regarding whether the Band or Tribe has authority
        - B. We are not engaging until ITCN gives the go ahead
- e. SCA Grant
  - A. Work continues in Tract 400 with ETA end of November/ early December
  - B. Move to Pleasant Valley/Tract 300 (weather permitting)
  - C. Together with Elko County, we will submit an extension request in Fall
    - A. Fully expect we will be approved, as our project is furthest along of the NTIA BIP funded projects
- B. VoIP Issue
  - a. Configuration changes were made that appear to have resolved issue
  - b. Engaging JSI consultants to determine best course of action to prevent recurring need to make configuration changes/ id need before issue arises.
- C. HR
  - a. We have filled HR Generalist position

**Affidavit of Posting:**

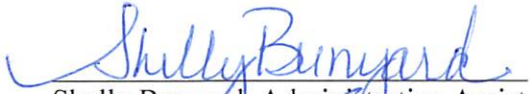
**Public Comment:**

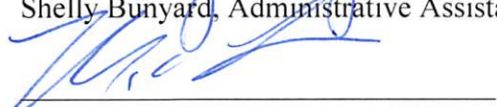
Chairman Myles Getto asked if there was any public comment but there was none.

**Adjournment:**

The meeting was adjourned at 2:15 p.m.

APPROVED: \_\_\_\_\_  
Myles Getto, Chairman

  
\_\_\_\_\_  
Shelly Bunyard, Administrative Assistant

  
\_\_\_\_\_  
Mark Feest, General Manager/CEO

**MINUTES OF THE CC COMMUNICATIONS MANAGEMENT**

**155 N. Taylor St., Fallon, NV 89406  
December 5, 2024**

**Call to Order:**

The regular meeting of the CC Communications was called to order at 1:49 PM on December 5, 2024.

PRESENT: Commissioner Myles Getto  
Commissioner Harry Scharmann  
Commissioner Justin Heath  
General Manager Mark Feest  
Chief Financial Officer Jamie Hyde  
Administrative Assistant Shelly Bunyard

ABSENT:

**Public Comment:**

Chairman Myles Getto asked if there was any public comment but there was none.

**Verification of Posting of Agenda:**

It was verified by Shelly Bunyard, Administrative Assistant, that the Agenda for this meeting was posted on the 27th day of November, 2024 between the hours of 1 pm and 5 pm at all of the locations listed on the Agenda, in accordance with NRS 241.

**Consideration and possible action re: Approval of Agenda as submitted or revised:**

Commissioner Harry Scharmann made a motion to approve the Agenda as submitted. Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

**New Business:**

**A- Consideration and possible action re: General Manager Annual Performance Evaluation for 2024 conducted pursuant to NRS 241.031.**

Jamie Hyde, CC Communications. We are looking for a motion to approve the General Manager / CEO aggregate performance evaluation as compiled and presented. The General Manager is due for an annual performance evaluation by the Board. Pursuant to NRS 241.031, together with the AG Opinions, the Open Meeting Manual, and interpretation of these sources, the evaluation must be conducted in an open meeting. Individual Board members have previously completed evaluation forms and the HR Generalist has compiled those forms into a summary that shows the aggregate ratings. At this time, the Board, as a public body, must review this summary and produce an evaluation attributable to the Board as a whole. The Board may choose to discuss and refine any aspect of the aggregate ratings. Thereafter, in order to finalize the evaluation process, the HR Generalist will need a motion to approve the evaluation summary.

Commissioner Harry Scharmann made a motion to approve the General Manager/CEO aggregate performance evaluation as compiled and presented. Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

## **Reports: General Manager Report:**

- A. IPTV
  - a. All non – MDU customers transitioned
    - A. Attrition below targets
    - B. We will now track trouble ticket and SO changes
    - C. As a courtesy to our MDU customers that were having difficulties migrating, we will provide MDU service through December 31, 2024.
- B. Progress Reports
  - a. Transport Network Upgrade
    - A. Phase I is complete
    - B. Phase II is physically deployed
      - A. Testing should be completed this week
      - B. Next will be configuration and migration
  - b. Switch Upgrade
    - A. This project utilizes the same internal resources as the transport equipment upgrade, however, it is less of a priority. Thus, it is worked on as time permits.
      - A. Physically installed and configured
      - B. Migration of records is in progress
        - A. Training
        - B. VM platform migration in progress
  - c. Storey County Project awaiting materials
  - d. Tribal Grants
    - A. FPST
      - A. Contractual Issues
      - B. No progress in resolving contractual issues raised by FPST
    - B. YPT
      - A. Environmental requirements and permitting in progress
    - C. WRPT
      - A. Environmental requirements and permitting in progress
      - B. WRPT has an ongoing sewer project that we need to wait on completion before we start our deployment
    - D. Te-Moak Elko Band
      - A. Has not resolved internal dispute regarding whether the Band or Tribe has authority
      - B. We are not engaging until ITCN gives the go ahead
  - e. SCA Grant
    - A. Work continues in Tract 300 with ETA end of December
    - B. Move to Pleasant Valley/Tract 300 (weather permitting)
    - C. Together with Elko County, we will submit an extension request in Fall
      - A. Fully expect we will be approved, as our project is furthest along of the NTIA BIP funded projects
  - f. Tarana Base and five Nodes on order for testing
    - A. FWA option for utilization in hard-to-reach areas of Churchill County
    - B. Potential option for anywhere we maintain a fiber transport POP

C. HR

- a. Sales Engineer I and II positions posted
- b. Sales Account Executive position posted
- c. Business Development Manager position posted

**Affidavit of Posting:**

**Public Comment:**

Chairman Myles Getto asked if there was any public comment but there was none.

**Adjournment:**

The meeting was adjourned at 2:01 p.m.

APPROVED: \_\_\_\_\_  
Myles Getto, Chairman

  
Shelly Bunyard, Administrative Assistant

  
Mark Feest, General Manager/CEO



## CC Communications Agenda Report

**Date Submitted:** January 27, 2025

**Agenda Item #:** New Business - A  
**Meeting Date Requested:** February  
6, 2025

**To:** Board of Churchill County Commissioners  
**From:** Mark Feest, General Manager / CEO  
**Subject Title:** Consideration and possible action re: updates to Human Resources Policy Chapter 6.

**Type of Action Requested:** Accept

**Does this action require a Business Impact Statement?** No

**Recommend Board Action:** motion to approve changes to Human Resources Policy Chapter 6,

**Discussion:** Please see attached Human Resources Policy 6 with track changes.

6.2.3 Maximum Carryover clarifications and procedural changes for requests  
6.2 Conversion of accrued sick leave  
6.3 Return to work/Conversion of sick leave procedure  
6.7 Bereavement Leave

We will review the changes in the meeting.

**Alternatives:**

**Fiscal Impact:** NA

**Explanation of Impact:** There should not be any fiscal impact, as the changes seek to clarify procedures for existing benefits as opposed to adding any benefits.

**Funding Source:** Current Budget

**Prepared By:** Shelly Bunyard, Administrative Assistant

**Reviewed By:**

  
\_\_\_\_\_  
Mark Feest, General Manager

Date: January 30, 2025

*Jamie L. Hyde*

\_\_\_\_\_  
Jamie Hyde, Chief Financial Officer

Date: February 03, 2025

-----  
**Board Action Taken:**

**Motion:** \_\_\_\_\_

1) None Aye: 0  
2) None Nay: 0

*Sully Bunyard*

\_\_\_\_\_  
(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



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- 6.1.2. Floating Holiday
- 6.1.3. Holiday Pay
- 6.1.4. Weekend Holidays
- 6.1.5. No Accrual
- 6.1.6. Work on Holidays
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### 6.2. Annual (Vacation) Leave

- 6.2.1. Purpose of Annual Leave
- 6.2.2. Annual Leave Accrual
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## 6. LEAVE ISSUES

### 6.1. Holidays

#### 6.1.1 Holidays Designated

The following holidays are recognized by CC Communications:

New Year' Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	Observed the Third Monday in January
Presidents' Day	Observed the Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Nevada Day	Observed the Last Friday in October
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>

Any day declared a legal holiday by the President of the United States and/or the Governor of the State of Nevada will be observed in accordance with the presidential or gubernatorial proclamation. CC Communications may observe a holiday which occurs on a Saturday or Sunday, on the day before or after the holiday. When a holiday falls within an employee's approved vacation period, the holiday is otherwise compensable, the employee will not be charged vacation leave.

#### 6.1.2. Floating Holidays

In addition to the holidays defined above, each full-time regular employee is entitled to one "floating" holiday per calendar year. The employee shall choose the date to be designated as their "floating" holiday. The employee's supervisor must approve the employee's use of their floating holiday. A floating holiday may not be carried into the next calendar year. If a floating holiday is not used within the calendar year in which it is accrued, it will be forfeited. A new employee may not use the floating holiday during their first two months of employment unless their hiring date occurred during November or December.

### **6.1.3. Holiday Pay**

Recognized holidays, as delineated in [6.1.1.](#) above, and floating holidays are typically non-workdays. Each regular, full-time, non-exempt employee who is on paid status on their regularly scheduled workday before and after a holiday will be paid eight (8) hours of pay at their rate of pay for each recognized holiday. Each regular, part-time, non-exempt employee who is on paid status on the day before and after a holiday will be paid for each recognized holiday at their rate of pay on a pro-rated basis.

Subject to the terms of the Collective Bargaining Agreement, eligible non-exempt employees shall be paid eight (8) hours holiday pay, and one and one half (1½) hours pay for each hour worked on authorized holidays.

Holiday pay shall not be paid for holidays which occur when an employee is on leave of absence.

An employee who is scheduled to work on a holiday but fails to report for work and is unexcused shall not receive payment for that holiday.

An employee shall not receive holiday payment and overtime or other premiums pay for the same time period worked. In other words, if an employee does not work on a holiday, the 8 hours of the holiday are not counted as worked time for purposes of calculating eligibility for overtime for the week in which the holiday falls. If a non-exempt, non-bargaining unit employee does work the holiday, they will be paid as indicated in [6.1.6.](#) below for the time worked on the holiday, but such time worked will not be then used to calculate eligibility for overtime in the week in which the holiday falls.

### **6.1.4. Weekend Holidays**

If a holiday falls on a Saturday, the Friday preceding will be observed as the holiday for employees regularly assigned to work Mondays and/or Fridays. 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 CC Communications. If the holiday falls on a regularly scheduled day off, the employee will observe the holiday on the next regularly scheduled workday, unless an alternative is authorized by CC Communications.

### **6.1.5. No Accrual**

Holiday leave shall not be accrued except if specifically provided for in a collective bargaining agreement.

### **6.1.6. Work on Holidays**

Non-exempt employees who are not covered by a collective bargaining agreement and who work on a designated holiday shall be paid for the holiday plus one and one-half (1½) times their regular rate of pay for any time worked on a holiday. Bargaining unit employees who work on a holiday shall be paid as provided in the current collective bargaining agreement.

### **6.1.7. Holiday Pay for Part Time Employees**

Holiday pay for part-time, seasonal and student employees shall be calculated by taking an average of the number of hours worked by the employee in the five workdays preceding the holiday. The number arrived at by this calculation would then be allowed for non-worked holiday pay. In order to receive payment for a holiday, part-time employees must actually work the working day before and the working day after the holiday.

## **6.2. Annual (Vacation) Leave**

In order to provide the very best service to its customers and facilitate efficient operations, it is the expectation of CC Communications that all employees are present for work each day they are scheduled and at the time they are scheduled. Supervisors and managers shall maintain attendance records for all staff in their organization. Department managers will conduct periodic and ongoing reviews of attendance records to ensure compliance with Company policies and accuracy of records.

### **6.2.1. Purpose of Annual Leave**

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for carrying out personal business. Employees may not use annual leave in advance of actual hours accrued, i.e., annual leave shall not be advanced to any employee. Employees may not report annual leave on their time sheet when the absence was granted in response to a request for sick leave. The employee may use properly scheduled and approved leave time for whatever purposes desired. The only exceptions to this provision of the policy would be situations where the employee has exhausted their sick leave, and the present occurrence is for a serious health condition which is expected to continue for at least 80 hours or where the employee has been employed with the Company for less than three (3) months.

### **6.2.2. Annual Leave Accrual**

#### **1. Method of Accrual**

Eligible employees accrue annual (vacation) leave on a sliding scale based on their years of service. All regular full-time employees will earn annual leave beginning from their initial date of hire based on the chart below. During the first

two months immediately after initial hire, an employee is not permitted, except in unusual circumstances as determined by their manager, to use their accrued annual leave. Vacation accruals are calculated using the actual date of hire.

Vacation leave hours are earned and credited to the employee on a monthly basis. Vacation leave is earned and available for use at the beginning of the month following the one in which the qualifying hours are worked.

For regular employees, leave which they have accrued will be recorded on a biweekly basis. All accrual rates are based on time actually in a work or paid leave status. Overtime hours are not included when calculating accrued leave.

## 2. Amount of Accrual

<b>Beginning the Pay Period Following Completion of:</b>	<b>Through the Pay Period During Which the Employee Completes:</b>	<b>Hours Accrued Per Month in Paid Status</b>
Date of Hire	5 years of full-time employment	8
Five (5) years of eligible employment	Ten (10) years of eligible employment	12
Ten (10) years of eligible employment	Fifteen (15) years of eligible employment	14
Fifteen (15) years of eligible employment	Twenty four (24) years of eligible employment	16
Twenty four (24) years of eligible employment or more		18

The amount of annual leave accrued is based upon years of service adjusted, as appropriate, for leaves of absences without pay.

### 6.2.3. Maximum Carry Over

Employees may carry over a maximum of 240 hours of accrued annual leave into the next anniversary year. CC Communications expects employees to work with their supervisors or managers to schedule and take leave proportionately throughout the year, ensuring that excess leave is avoided. If excess leave is available at the employee's anniversary date the leave is subject to one of the following:

#### 1. Forfeiture of Excess Leave

On an employee's anniversary date, any accrued leave exceeding the maximum allowable carryover will be forfeited unless the employee requests to enter into a leave usage or sell-back commitment as described in this policy.

#### 2. Leave Usage Commitment

Employees who request to carry over leave in excess of 240 hours must commit to using the excess leave within 30 days of their anniversary date. The required usage includes:

- a. The entirety of the excess carried over leave, and
- b. At least 50% of the additional leave accrued during the 30-day period.

Example: If an employee carries over 16 hours of excess leave and accrues 12 additional hours within the subsequent 30 days, the employee must schedule and use a minimum of 22 hours (16 hours of excess and 6 hours of accrued) of leave within this timeframe.

Failure to schedule and take the required leave within 30 days will result in forfeiture of the unused hours.

### 3. Sell-Back Commitment

Employees who do not intend to use their excess leave must commit to selling back the leave on their anniversary date. The sell-back payment will occur in November (via PERS purchase of service or 457 account), subject to the availability of approved budgetary funds.

### 4. Approval of Waivers

In exceptional circumstances where employees are unable to use excess leave due to business requirements, they may request a waiver of forfeiture. Such requests must be submitted in writing to Human Resources for review and approval by the General Manager.

Waivers will only be approved if it is determined that the employee's inability to take leave was directly related to the company's business needs.

Employees granted a waiver must establish a specific schedule with their manager to use the excess leave or opt for a sell-back commitment as outlined above.

As employees proceed into the subsequent year, new vacation accruals will be added to the carried over balance. However, any hours in excess of 240 on the following anniversary date will again be subject to the forfeiture, usage, or sell-back provisions of this policy.

Supervisors and managers are responsible for monitoring leave balances and ensuring employees adhere to this policy. Employees are encouraged to proactively schedule their leave to avoid last minute forfeitures or sell-back commitments.

~~The maximum allowable hours which can be carried over into the employee's next anniversary year shall not exceed 240 hours. CC Communications expects all employees to work with their supervisors/managers to schedule leave proportionately throughout~~

~~the year. Thus, employees should schedule and supervisors/managers should monitor leave usage so that employees are not nearing their anniversary date with more than 40 hours to use or forfeit.~~

~~On an employee's anniversary date, an employee will forfeit all accrued time in excess of the "maximum carry over". If an employee requests a waiver of the forfeiture of hours in excess of the maximum carry over, such request must be approved by the General Manager in writing. Generally, such requests will only be approved if it is determined that the employee could not have taken leave prior to the end of their anniversary date because of the Company's business requirements.~~

~~When allowing accrual above the maximum, the employee's manager will establish with the employee a specific schedule for use of excess leave or may authorize cash payment for accrued annual leave, subject to funds being available in an approved budget.~~

~~As an employee proceeds through the subsequent year, appropriate vacation accruals are added to the hours they carried over and may be used. However, on the next anniversary date, the employee is again subject to forfeiture of all time in excess of the maximum carry-over allowed.~~

#### **6.2.4. Regular Part-Time Employees**

Regular part-time employees who regularly work twenty (20) hours or more per week will earn annual leave on a pro-rata basis. Part-time employees who do not regularly work at least 20 hours per week will not earn annual leave.

#### **6.2.5. Eligibility for Use**

During the first two months of regular employment with the Company, employees will earn (accrue) annual leave but will not be allowed to use the leave except for unusual circumstances for which they have received their manager's approval in advance. All eligible full-time and part-time employees will have available for use the amount of annual leave they have accrued (less any annual leave they were authorized to use) at the completion of their second month of employment with the Company.

#### **6.2.6. Approval of Annual Leave**

Annual leave shall be requested in advance of the workday for which it is requested. It is expected that employees will request annual leave at least two weeks in advance of requested usage. Supervisors/managers may allow exceptions for extenuating circumstances. Employees who have requested and been approved for the use of annual leave shall record annual leave taken on their biweekly time sheet. Vacation leave shall be requested using the CC Communications' leave request process.



### **6.2.7. Annual Leave Pay at Termination**

Upon resignation and/or termination, employees with more than six (6) months of continuous employment will be paid for all accrued annual leave at the employee's current rate of pay. Employees with less than six (6) months of continuous service will forfeit any accrued annual leave.

### **6.2.8. Conversion of Accrued Annual Leave Service Credits**

The purpose of the conversion of accrued annual leave service credits is to allow CC Communications employees to elect to convert Annual Leave hours to CC Communications upon meeting certain criteria. The program should facilitate employees to work additional hours for CC Communications without losing annual leave in excess of the maximum carryover at calendar year end. The cost of the conversion program would be less than the additional cost of contract labor or consultants.

#### **1. Eligibility Requirements Under Conversion of Accrued Annual Leave CC Communications Service Credits**

1. Employees may elect to participate in CC Communications' annual leave accrual conversion program if they meet the criteria established within this policy.
2. The employee must have five years of service with CC Communications.
3. Employees must have a satisfactory or above performance evaluation within the last twelve months.
4. Employees must have accrued as of the first pay period in November in excess of 200 hours of annual leave.
5. The employee must use at least 50% of the current year accrued annual leave as of the end of the year of the buyback to be eligible.
6. The amount of the conversion is limited to employee reducing their annual leave balance to 200 hours subject to conversion in 20-hour increments. Ie... 20, 40, 60... For example, an employee with 296 hours of annual leave at December 1st could convert up to 80 hours of annual leave.
7. The conversion must be approved by the General Manager or their designee before submittal to Human Resources. The General Manager has the authority to disapprove the conversion if they feel the circumstances warrant disapproval.
8. The conversion will be in the form of purchase of retirement service credit with PERS or contribution into the employee's 457 Deferred Compensation account.
9. Conversion will be limited to budgetary constraints and be evaluated within budget limits. The total number of CC Communications employees approved for this plan in a given year will be limited to 15% of the total number of CC Communications enrolled in the Public Employees Retirement System. In the event that the number of applications exceeds 15% in any year, CC

~~Communications will order the applicants by seniority to determine eligibility. Any application denied on the basis of seniority will have priority in the subsequent year.~~

## **2. Procedures for Conversion of Accrued Annual Leave CC Communications Service Credits**

1. On or before November 15th of each calendar year, each eligible employee shall submit a conversion request to the Human Resources Office on the designated form.
2. The request will be reviewed by the HR Department to ensure compliance with eligibility requirements, and the employee shall be notified in writing as the status of the request.
3. The calculation date shall be the ending date of the first pay period in November.
4. In calculating the incentive conversion amount, the HR Department shall use the following factors:
  - a. Employee's current rate of pay.
  - b. Number of hours eligible for buy-back in 20-hour increments (The wage rate multiplied by the number of eligible hours will be the total compensation used for the selected payment election.)
  - c. Employee's payment election method: PERS or Deferred Compensation election.
  - d. Any other factors the HR Department and Chief Financial Officer deems necessary to make the calculation.
  - e. If approved, payments for eligible hours shall be made on behalf of the employees by December 31st.
  - f. Employees who are eligible for this program must submit the request by November 15th of each calendar year. Payment for the hours requested shall be processed and paid by December 31st. The scheduled time frame will be the only opportunity for eligible employees to participate in this program each year. Compensation for the hours shall be made at the employee's current rate of pay.

## **3. Review and Other Provisions**

This program is voluntary and subject to periodic review by the Board of County Commissioners. Each application is subject to review to determine the financial advantage to CC Communications. The Board of County Commissioners retains the option to reject any or all requests to participate if it is not determined to be advantageous to CC Communications.

The Board of County Commissioners retains the option to waive any of the requirements under this policy if, in the opinion of the board, there are extenuating circumstances.

## **6.3. Sick Leave**

### **6.3.1. Purpose of Sick Leave**

CC Communications expects that each employee be available for work on a regular and reliable basis and will monitor employees' attendance and leave use. Sick leave benefits are provided to cover an employee during their own periods of illness or injury or during periods of illness or injury of an immediate family member. Sick leave is **not** to be used as a convenient method to take time off.

### **6.3.2. Sick Leave Accrual**

Regular employees will accrue sick leave at the rate of ten (10) hours per month. Sick leave is not accrued for any other hours.

Sick leave hours are accrued and credited to the employee monthly and will be credited to the employee on the pay period which contains the date of the month on which the employee was hired.

Unused sick leave will be credited to the employee's sick leave balance.

### **6.3.3. Eligibility for Use**

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

- a. Their own physical illness or injury which renders them incapable of performing their assigned duties.
- b. Their own exposure to contagious diseases or when attendance at work is prevented by public health requirements.
- c. The need to care for an immediate family member is defined as a spouse/domestic partner, dependent child or other relative residing permanently in the employee's household. An employee's immediate family shall also include children not residing in the employee's household that are preschool age or students in elementary through college students enrolled in at least 12 credits.
- d. Medical, dental, or optical appointments for the employee, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with their workday.
- e. Any disability, including health conditions caused or contributed to by pregnancy, miscarriage, or childbirth.

No employee shall be entitled to sick leave because of a condition arising from an injury purposely self-inflicted or caused by the employee's own willful misconduct.

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

A maximum of two (2) hours travel time shall be allowed each way to the Reno-Sparks, Carson City area plus actual time spent with a health care provider during an appointment.

#### **6.3.4. Abuse of Sick Leave**

An employee's use of sick leave for non-sick leave purposes, i.e., taking sick leave when not incapacitated from work or needed to care for an immediate family member who is sick or injured is evidence of abuse of sick leave.

A pattern of Monday and/or Friday use of sick leave, taking sick leave before a holiday or scheduled vacation, taking sick leave after a request for vacation has been denied, an inability to maintain a sick leave balance commensurate with the employee's length of service or excessive use of sick leave, etc. will be cause for counseling of the employee and if continued, may be cause for a finding of abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination.

#### **6.3.5. Illness During Annual Leave**

If an employee on annual leave suffers an illness or injury which requires medical treatment from a licensed physician or health practitioner, they may elect to charge that time to accumulated sick leave provided the employee furnishes their supervisor with a certificate issued by a licensed physician or health practitioner.

#### **6.3.6. Return to Work**

An employee on sick leave shall notify their department manager as soon as the employee is able to return to work. When an employee has been out on sick leave for ~~more than~~ three or more consecutive days or for more than 36 hours in a two-week period, that employee's supervisor/manager ~~shall~~ may require the employee to submit a certification from an appropriate licensed health care provider attesting to the employee's inability to perform their assigned job duties. Upon advance notice, the supervisor/manager may require a licensed health care provider's certification of incapacity for periods of less than three consecutive days or less than 36 hours in a two-week period.

An employee returning from an extended absence shall give as much advance notice of return as possible. The company may also require a statement from a licensed physician or health practitioner certifying the employee's fitness to return to work.

Either prior to (as for a medical/dental appointment) or after returning from sick leave, employees are required to submit a leave request.

### **6.3.7. Sick Leave at Termination**

Upon separation from employment due to resignation, retirement, disability, or death, an eligible employee (or their heirs) shall receive a onetime recognition payment based upon the amount of unused sick leave remaining in the employee's sick leave account. The amount of compensation an employee will receive is determined by length of service but is limited to a maximum of fifteen thousand dollars (\$15,000.00) upon retirement or death. When an employee resigns in good standing after appropriate notice, they will be entitled to payment not exceeding three thousand dollars (\$3000.00) for unused sick leave based on the employee's years of service according to the schedule below.

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.

When an employee retires under the Nevada Public Employees Retirement System (PERS) or upon an employee's death, unused accrued sick leave is compensated for as follows:

<b>Years of Employment with the Company</b>	<b>% of Accrued Sick Leave</b>
Less than 10 years	35%
10 to 20 years	50%
More than 20 years	60%

With the approval of their department manager, a retiring employee may receive equivalent time off with pay in lieu of the monetary compensation as specified above. If an employee requests and is granted the equivalent time off with pay option, they will not accumulate sick or vacation leave or be paid for holidays during the time so taken. Insurance, and other benefits will continue until the use of this time off is exhausted.

### **6.3.8. Conversion of Accrued Sick Leave to Service Credits**

An employee, who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System ("PERS") and applicable law, may at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for one hour of sick leave. Employees ineligible to purchase service credit through PERS may choose to participate in the conversation through a deposit into their

457 Deferred Compensation account. The conversion is subject to the following conditions and limitations:

1. Employees must have a cumulative total of at least 400 hours of unused sick leave to be eligible for conversion. Accrued sick leave hours of an employee in excess of 400 may be converted into retirement service credit.
2. An employee's conversion of unused accrued sick leave into retirement service credits shall be in increments of at least eight hours, subject to a maximum annual limit of 280 hours.
3. Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a company approved form, to the HR Department to be prepared for approval by the General Manager on or before December 1 of each year. If the employee meets all of the conditions set forth on the form, then the company shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee.
4. Upon retirement under PERS while employed by the company, an employee may elect in writing to convert their unused accrued sick leave into retirement service credits up to a maximum of 680 hours.

### **6.3.9. Leave Approval**

An employee shall complete a leave request as soon as the need for a leave is known. The supervisor shall determine whether to approve use of accrued sick leave and shall approve such a request whenever the supervisor deems such request *reasonable* and in conformance with the stated sick leave policy.

### **6.3.10. Notification of Use**

Any employee who is ill or unable to report to work for any reason shall notify their 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 their immediate supervisor daily or at appropriate intervals agreed with by the supervisor of their condition. CC Communications may deny sick leave requests which are not in compliance with this policy.

### **6.3.11. Doctor's Certification**

CC Communications may require an employee to provide a licensed health care provider's statement certifying the illness/injury incapacitated the employee from performing their duties, was necessary for the employee to make full and timely recovery or was appropriate to avoid the spread of a contagious disease. When an employee has been out on sick leave for ~~more than~~ three or more consecutive days or for

more than 36 hours in a two-week period, the Company shall require the employee to submit a note from an appropriate licensed health care provider attesting to the employee's inability to perform their assigned job duties. Upon advance notice, the supervisor/manager may require a licensed health care provider's certification of incapacity for periods of less than three consecutive days or less than 36 hours in a two-week period.

### **6.3.12. Transfer from Employment with the County**

Employees who transfer to CC Communications from employment with Churchill County without a break in service shall not transfer any annual leave nor compensatory time accrued but may transfer one third ( $\frac{1}{3}$ ) of their sick leave hours accrued as of the date of transfer up to a maximum of 120 hours.

For purposes of annual leave accrual rates, such employees will be credited with their time as a continuous Churchill County employee, e.g., an employee with six years of service with Churchill County who transfers to CC Communications will earn annual leave at the rate of 12 hours per month.

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

### **6.4.1. Policy**

As a public employer, CC Communications ~~is covered under the Family and Medical Leave Act (FMLA) and~~ will comply with the requirements of the FMLA and advise the employees if they meet all the FMLA eligibility requirements. CC Communications must provide employees Form WHD-1420 and are also required to post and keep posted this notice in a conspicuous place.

#### *1. Eligibility*

Employees who have been employed by CC Communications for at least one (1) year and worked for CC Communications at least 1,250 hours during the preceding twelve (12) month period and are employed at a work site where 50 or more employees work for CC Communications within 75 miles of that work site are eligible for family and medical leave. The required one (1) year of employment does not have to be consecutive. There may be a break in services as long as it does not exceed seven (7) years. There is an exception to the 7-year condition for National Guard and Reservists and written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status. CC Communications may, at the General Manager's discretion, provide FMLA equivalent benefits to employees that do not meet these requirements for the good of the company.

#### *2. Compensation During Leave*

Personal Policies- Leave Issues

6-13

Document Originated Sept 2003

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Previous Rev. 2006, 2007, 2009, 2012, 2014, 2019  
Feb 2021, May 2022

Family and medical leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. If leave is requested for the employee's own serious health condition or for the serious health condition of the employee's spouse, child, or parent, the employee must use all of their accrued paid annual leave and/or sick leave as part of the FMLA leave. (However, see the applicable collective bargaining agreement for alternate provisions which may apply.) If leave is requested for any of the other reasons identified below, an employee must use all of their accrued paid annual leave as part of the FMLA leave. The remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, compensatory time, and personal leave as appropriate, in the rights and responsibilities notice Form WH-1420.

See § [6.11](#) for provisions regarding FMLA as a result of a Workers' Compensation injury or illness. (See also §7.7 for a discussion of Workers' Compensation.)

3. *Intermittent or Reduced Schedule Leave*

When medically necessary (as distinguished from voluntary treatments and procedures), leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a newborn is not considered medically necessary and therefore may not be taken on a reduced schedule or intermittent basis unless agreed to by the Company. Employees needing intermittent leave or reduced schedule leave must attempt to schedule their leave so as not to disrupt CC Communications' operations. CC Communications may require an employee on intermittent 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 twelve (12) week entitlement only by the actual time used. An employee who has been transferred under this section has reinstatement rights to their former position until the end of the 12-month FMLA leave year.

**6.4.2. Duration of and Reason for Leave**

Any eligible employee, as defined above, may be granted a total of twelve (12) weeks of unpaid family and medical leave (which will run concurrent with paid leave) during a rolling twelve (12) month period 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 (12) calendar weeks does not entitle a part-time employee working three (3) days a week to sixty (60) leave days, but rather twelve (12) weeks. FMLA may be granted for the following reasons:

1. The birth of the employee's child and in order to care for the child;



2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition; or
4. An employee's serious health condition that prevents the employee from performing the functions of their job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses; or
5. Due to a qualifying exigency arising when an employee's spouse, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call to federal active duty in support of a contingency operation, and the family member is a:
  - a. Reserve component member (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, or Coast Guard Reserve);
  - b. Retired member of the regular armed forces;
  - c. Retired reserve with 20 years of active service; or
  - d. Unit or unassigned member of the ready reserve or the selected reserve and certain members of the individual ready reserve, National Guard and state military.

Exigency leave may be taken for:

- Short-term notice deployment
- Military events and activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation
- Post-deployment activities
- Additional activities arising out of active duty that CC Communications and employee agree upon.

*Note: FMLA Exigency leave does not apply to an employee who is called to active duty.*

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 (3) consecutive full calendar days, combined with at least two (2) visits to a health care provider within thirty (30) days of the first day of incapacity or one (1)

visit to a health care provider requiring a regimen of continuing treatment, i.e., prescription medication.

Unpaid FMLA leave will run concurrently with paid vacation and/or sick leave, unless otherwise prohibited by any relevant collective bargaining agreement. Unpaid FMLA leave may also run concurrently with workers' compensation leave or other benefits. The entitlement to family and medical leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement. If both an employee and his/her spouse are employed by CC Communications, their combined time off may not exceed twelve (12) work weeks during any twelve (12) month period for the birth, adoption, or foster care, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full twelve (12) weeks within a twelve (12) month period to care for a son, daughter, or spouse with a serious health condition.

Employees may not take more than a combined total of twelve (12) weeks for all FMLA qualifying reasons listed above.

#### **6.4.3. Military Caregiver Leave**

1. *Policy*

An eligible employee, as defined in [6.4.1.1.](#) above, may be granted a total of 26 weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period to provide caregiver leave for a seriously ill or injured covered servicemember or veteran who is the employee's spouse, son, daughter, parent, or next of kin. This period is always measured forward from the date an employee takes FMLA leave to care for the covered servicemember or veteran and ends 12 months after that date.

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

The Covered Servicemember under the Military Caregiver leave must be:

- a. A current member of the Armed Forces (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness that:
  - Was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces, or

- Existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and
  - May render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- b. A covered veteran is an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period\* prior to the first date the eligible employee takes FMLA leave to care for the covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
  - A physical or mental condition for which the covered veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
  - A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
  - An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

*\*The period between 10/28/2009 and 3/8/2013 is excluded in the determination of the five-year period.*

## 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 [6.4.2](#). 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 family or medical leave because of an expected birth or placement, or because of a planned medical treatment or medical care, or qualifying exigency must submit an application for such leave at least thirty (30) days before the leave is to begin. If the requested leave will begin in less than thirty (30) days, the employee must give notice to their 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 thirty (30) days' notice, CC Communications may require an explanation.

Within five (5) days (barring extenuating circumstances) of receiving notice that 1) an employee requests to use FMLA leave, or 2) an employee requests leave, and CC Communications acquires knowledge that the leave may be FMLA-qualifying, the Company will complete Form WH-381. Completion of this form will designate if an employee is eligible for FMLA or if an employee is not eligible, the reason(s) why they are not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. CC Communications 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**

Employees requesting FMLA leave for qualifying exigency are required to complete Form WH-384 and provide a copy of the military member's active-duty orders. Employees requesting FMLA leave for military caregiver leave are required to complete Form WH-385 within fifteen (15) calendar days, barring extenuating circumstances. 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 or Form WH-380-F completed by the treating health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the medical facts regarding the condition.

If the employee is needed to care for a spouse, child, or parent, the certification must so state, along with an estimate of the amount of time the employee will need. If the employee has a serious health condition, the certification must state that the employee cannot perform all the functions of their job or any one of the essential functions of their

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job. (Note: CC Communications will attach the employee's current job description to Form 380-E The Certification of Health Care Provider form must be completed and returned by the employee within fifteen (15) calendar days, barring extenuating circumstances.

CC Communications 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 the HR Department may contact the health care provider. If the Company questions the validity of the certification, the Company may require, at its expense, the employee obtains a second opinion from a health care provider designated by the Company. If the second opinion conflicts with the original opinion, CC Communications may require, at its expense, that the employee obtains the opinion of a third health care provider designated or approved jointly by CC Communications and the employee. This third opinion will be considered final and binding on both parties.

In instances where diagnoses from medical providers appear to be indefinite or long term, the Company may require the employee to re-certify that the original medical condition still exists. Such requests can be made no more frequently than once every six (6) months unless the circumstances reported in the original certification have changed significantly or the Company receives information casting doubt upon the stated reason for the absence.

In situations in which the minimum duration of leave anticipated by the original certification is more than thirty (30) days, CC Communications may request re-certification if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or the Company receives information casting doubt upon the continuing validity of the certification. CC Communications may require the employee to provide new medical certification, not re-certification, for his/her first FMLA-related absence in a new 12-month leave year.

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

An employee may not accept other employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; i.e., an employee is on FMLA leave due to a back injury and accepts a job requiring heavy lifting.

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

Within five (5) business days (barring extenuating circumstances) of receipt of all required information, CC Communications will make a determination if employee's

request for leave is for an FMLA-qualifying reason. The Company will complete Form WH-382 indicating if leave is approved or not.

If CC Communications 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 with seven (7) calendar days to provide complete information.
- Provide notice to an employee if a second or third medical certification is required.

CC Communications 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 family or medical leave, an employee will be retained on the health plan of CC Communications under the same conditions that would apply if the employee were not on family or medical 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 family or medical leave, the employee will be required to reimburse CC Communications for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the employee's control. The definition of "beyond the employee's control" includes a very large variety of situations such as: the employee being subject to layoff, continuation, recurrence, or the onset of an FMLA qualifying event, or the unexpected relocation of more than 75 miles from the worksite of CC Communications.

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

#### **6.4.8. Restoration of Employment**

Upon returning to work, an employee on family or medical leave will be restored to their most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. CC Communications cannot guarantee that an employee

will be returned to their original job. CC Communications will determine whether a position is an “equivalent position.”

#### **6.4.9. Return from Leave**

An employee must complete CC Communications’ notice of intent to return from FMLA leave before they will be returned to active status. If an employee wishes to return to work prior to the expiration of a family or medical leave absence, they must notify the supervisor at least five (5) working days prior to the employee’s planned return.

Employees will be required to provide a fitness-for-duty certification prior to returning to work if the family or medical leave of absence was due to the employee’s own serious health condition.

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

Failure of an employee to return to work upon the expiration of a family or medical leave absence will subject the employee to disciplinary action, up to and including termination, unless CC Communications has granted an extension. An employee who requests an extension of family or medical leave due to the continuation of a qualifying exigency, care for service member, continuation, recurrence, or onset of their own serious health condition, or of the serious health condition of the employee’s spouse, child, or parent, must submit a request for an extension, in writing, to the employee’s immediate supervisor. This written request should be made 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 or 26 week period will not be considered as FMLA. Rather, such time will be characterized as either paid or unpaid leave, thereby ending the CC Communications’ return to duty obligations included in Section [6.4.7](#). Nothing in this policy limits CC Communications’ obligations to provide reasonable accommodation under the Americans with Disabilities Act as amended.

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

#### **6.5.1. Policy**

The governing Board of CC Communications may at their discretion 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 CC Communications’ 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 six (6) months at the sole discretion of CC Communications and with the approval of the governing Board. Employees desiring a leave of absence shall apply in writing to

the Board of Commissioners. If the reason for the request for a leave of absence is not related to a medical condition of either the employee or a close family member, the employee must exhaust their accrued vacation (annual) leave but not their accrued sick leave. If the leave of absence is requested for a medically related reason, the employee must first exhaust their accrued sick leave then use their accrued annual leave.

### **6.5.2. Procedure**

1. *Approvals- Less Than 30 Days*

Leaves of absence without pay not exceeding thirty (30) days may be granted by the General Manager of CC Communications.

2. *Approval- More than 30 Days*

The governing Board of CC Communications may grant a leave in excess of thirty (30) days following written certification by the employee that the leave is consistent with the intent of this section.

3. *Purpose*

Leaves of absence without pay will not be granted for the purpose of seeking or accepting other employment, except if CC Communications recommends it and its governing Board determines that the granting of such leave is in the Company's best interest. If, after approving a leave of absence, CC Communications finds that the employee has accepted employment with another entity during their leave of absence or has engaged in other employment of any kind, CC Communications shall terminate the employee.

4. *Employer Termination of Leave*

With notification to its governing Board, CC Communications 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) calendar days. In the event CC Communications terminates a leave of absence, the employee will return to the same class or position they occupied when the leave of absence was granted.

5. *Failure to Return*

An employee who fails to return to duty within five (5) calendar days of notification of termination of leave is considered to have abandoned their employment, unless there is a proven compelling reason beyond the control of the employee.



6. *Insurance*

Employees on approved leave of absence without pay may continue their medical, dental, and vision insurance coverage in accordance with COBRA health benefit continuation regulations. An employee on a leave of absence without pay will be required to pay the entire amount of their insurance premiums before the first of each month in which the premium is due and the employee is not on the payroll. Such payments shall include the portion of insurance premiums normally paid by the employee if any and that portion normally paid by CC Communications.

7. *Return from Leave*

Granting a leave of absence without pay does not guarantee immediate reinstatement to paid status provided, however, employees returning from leave taken pursuant to the Family and Medical Leave Act shall have the right to immediate reinstatement at the end of the approved leave. An employee who does not return from a leave of absence without pay on the first workday following the end of a leave will be considered to have resigned.

8. *Medical Leaves*

CC Communications may require a physician's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay.

9. *Anniversary Date*

An employee's anniversary date will be reduced by the number of days off work for all unpaid leaves of absence in excess of fifteen (15) days during any twelve (12) month period. (However, see special provisions for Military Leave.)

10. *Benefits Accrual*

If an employee is on unpaid leave for more than one-half (1/2) of their regularly scheduled work hours in any leave accrual period, no leave benefits shall be accrued for that period, nor shall the Company contribute toward the cost of insurance benefits.

## **6.6. Court and Voting Leave**

### **6.6.1. When Court Leave is Granted**

Court leave will be granted to allow employees to serve as jurors. Court leave shall also be granted to employees called as a material or expert witness in a court proceeding wherein they are called by the Company, Churchill County or another public entity within the state of Nevada whenever served with summons, subpoenas, or other court orders. Employees shall provide their supervisors with relevant documents verifying the

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need for court leave as soon as the need becomes known. Employees involved in a personal court or judicial proceeding must request annual leave to appear in such proceedings.

### **6.6.2. Compensation for Court Leave**

Subject to the following conditions, regular employees on approved court leave shall receive their regular base rate of pay for those hours spent in court and in round trip travel between their regular work site and the court location when such time occurs during employee's regular scheduled workdays and hours of work. Non-regular employees will be granted time off without pay.

1. The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities. An employee will not be required to work within eight (8) hours before the time which they are required to appear for jury duty. If the jury service of the employee has not lasted for the entire shift the employee is normally scheduled to work, the employee is expected to return to work to complete any time remaining in their normally scheduled shift or take annual leave for that time. An employee may not be required to work between 5:00 p.m. to 3 a.m. the day following a day on which they have served on a jury for at least four (4) hours. Conditions of and compensation for court leave are subject to the terms of the Collective Bargaining Agreement.
2. Upon completion of jury/court/witness service for which the employee received their regular pay, the employee will immediately forward any compensation received from the court or other party to CC Communications upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the Company has reimbursed the employee for such expenses, or such expenses were paid by CC Communications.
3. An employee shall not receive pay for the work time missed if they are 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 CC Communications or Churchill County. However, the employee may choose to use their annual leave.

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

An employee who is not required to report to court until the middle of their work schedule or who is released from court/jury duty before the end of their work schedule shall report to work for the hours which are not required for court duty or for related travel time.

### **6.6.4. Voting Release**

CC Communications supports employees participating in the democratic process by voting in elections held locally. The Company does expect that whenever possible employees will vote before or after their scheduled work hours. However, if an employee's regularly scheduled work hours prohibits them from being able to reach their polling place in time to vote in any federal, state, county or municipal election, they may request an early release to vote. Such requests shall be addressed to the employee's immediate supervisor. Such release time may not exceed one hour, will not be charged to the employee's annual leave but will be recorded as administrative leave.

## **6.7. Bereavement Leave**

A regular, full-time or part-time employee who must be absent from work to attend the funeral of an immediate family member may use up to a maximum of forty (40) hours of bereavement leave per each occurrence. For purposes of this policy, "immediate family member" includes a present spouse, child, parent, grandchild, brother, sister, or grandparent of the employee or the employee's present spouse.

Bereavement leave longer than forty (40) hours may be charged to accumulated sick or annual leave, up to a maximum of sixteen (16) additional hours, with the advance approval of the employee's manager. Employees who are not regular full-time or part-time employees may take up to two days or 16 hours of bereavement absence without pay. Supervisors or managers may require evidence of attendance at the funeral. Employees who wish to attend the funeral or someone who is not an immediate family member should request annual leave from their supervisor.

Attendance at a funeral for other than an immediate family member as defined above must be charged to annual leave.

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

### **6.8.1. Policy**

Employees who are members of the uniformed services (including the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, the Army National Guard and Air National Guard

and any other category dispatched by the President in time of war or nations emergency are entitled to military leave as provided in NRS 281.145.

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

1. CC Communications will provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) by posting notices where employees have ready access.
2. CC Communications will require written (orders) or verbal notice of service obligation but will waive the requirement if notice is impossible or unreasonable.

### **6.8.3. Salary and Benefits**

#### *1. Leave Without Pay*

- a. The Company will treat the employee the same as any other employee on leave without pay.
- b. The employee is entitled to fifteen (15) working days of military leave with pay in one calendar year (NRS 281.145) for active military service or duty.
- c. Although CC Communications is not required to pay the employee's salary after fifteen (15) working days, the employee may request annual leave, a float holiday 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 inclusive of the health insurance package. The Company and any employee premium payments remain unchanged for thirty (30) days. An employee may then continue coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either twenty-four (24) months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is lesser (see Reemployment, Section [6.8.4.](#) below). CC Communications will reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods. An employee who takes up to ninety (90) days after leaving the military before commencing their reemployment may stay on the military health insurance; however, it is the employee's responsibility to verify the continuation, scope, and duration of coverage.

#### *3. Seniority*

An employee is entitled to the seniority (and any and all rights and benefits governed by seniority) they had accrued at the commencement of military leave, plus any additional seniority rights and benefits that they would have attained if

they 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 Company will count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, CC Communications must count time in the military when determining the employee’s rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The Company is not required to accumulate annual or sick leave for an employee during their 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. CC Communications will make contributions to PERS as if the employee had not left, provided the employee returns to work. The Company contribution will be based on the rate of pay the employee would have been paid had they not been called to military service (e.g., a grade-and-step pay system) except 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 is treated as if the employee had been working until the date of the death or disability. The Company must make the retirement contribution up to the date of the death or disability.

6. *Other Leave*

CC Communications will count military time served when calculating the employee’s Family Medical Leave Act eligibility.

#### **6.8.4. Reemployment**

1. An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly reemployed, which in most cases means within two weeks of reporting. The employee’s report-to-work obligations are:
  - a. Service of one to thirty (30) days: The beginning of the next regularly scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.

- b. Service of thirty-one (31) to one hundred eighty (180) days: Application for reinstatement must be submitted not later than fourteen (14) days after completion of military duty.
  - c. Service of one hundred eighty-one (181) or more days: Application for reinstatement must be submitted not later than ninety (90) days after completion of military duty.
2. The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and CC Communications will make reasonable accommodations for the impairment.
3. Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same employer. Time spent in the National Guard and reservist training does not count towards the five-year period.

### **6.8.5 Discharge**

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

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

### **6.9.1. Volunteer Fire Department Service**

An employee who is a member of the Fallon Churchill Volunteer Fire Department will be allowed to respond to routine fire alarms during work hours unless the person is dispatched on a service order or trouble ticket. A person working on assignments other than those noted above shall contact their supervisor to receive agreement to respond. Should an alarm be of an outstanding or critical nature the person shall inform their supervisor and will be allowed to respond. In the event an employee is required to respond to an emergency call-out during normal working hours, they shall remain in full employment status and shall receive total regular compensation while performing the volunteer call out service, i.e., responding to emergency calls or drills, for the period that they would have been working for CC Communications. Performance of purely administrative tasks or attendance at training functions in conjunction with volunteer service will not be compensated for by the Company. For those activities, the employee will need to request annual leave.

### **6.9.1.1. Other Volunteer Service**

An employee who is a participant in any volunteer emergency service other than the Fallon Churchill Fire Department (eg., ambulance service, or search and rescue) shall not schedule themselves for on-call duty during work hours.

### **6.9.2. Emergency Road Construction**

1. Any non-exempt employee who is unable to report to work due to road closures or hazardous road conditions caused by ice, snow, floodwater, washouts, or slides shall not receive regular salary. 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 their residence, all reasonable attempts should be made to notify their 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 leave time.
2. Any non-exempt employee who reports to work late due to road closures or hazardous road conditions will be compensated only for actual hours worked. In the event an employee wishes to receive a full day's pay, they may use annual leave or accrued compensatory leave 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. If the supervisor feels the employee's decision not to come to work or to come to work late was not based upon a reasonable assessment of the facts, they may seek 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.

### **6.9.3. 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. Employees who are unable to report to work due to a disaster may use accrued annual leave or compensatory leave if they wish to be compensated for scheduled time not worked.
2. Employees are expected to make every effort to report to work as soon as is reasonable under such conditions provided the Company'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 communicate their circumstances to their immediate supervisor.

## **6.10. Blood Donor Leave**

Employees may be granted reasonable administrative time off (not to exceed two hours) during their work shift for the purpose of donating blood when participating in a blood drive sponsored or supported by CC Communications. Employees are expected to schedule donation of blood on non-work time whenever possible and to request the approval of such absences with their supervisor/manager. In no event shall an employee be eligible for overtime as a result of donating blood.

## **6.11. Workers' Compensation**

An employee receiving compensation under the provisions of sections 616 and 617 of the N.R.S. may use sick leave, if available, and/or FMLA-sick leave if appropriate, to cover the difference between the workers' compensation payment and their regular wage. (See also §7.7.)

## **6.12. Catastrophic Leave**

### **6.12.1. Overview**

CC Communications recognizes that there may be circumstances in which an employee has to deal with a catastrophic illness or injury of themselves or an immediate family member residing in the employee's household and for whom the employee is the primary care giver. A full-time regular employee is eligible to receive catastrophic leave if they are unable to perform the duties of their assigned position due to a serious illness or injury which has been deemed life threatening by a licensed treating health care provider or which will necessitate a lengthy convalescence, and the employee has exhausted all of their sick, annual and other leave. The General Manager will direct that a Catastrophic Leave Account be established for the receipt of leave donations for an individual employee who meets the eligibility requirements and has been approved for catastrophic leave.

### **6.12.2. Eligibility**

An employee is eligible for catastrophic leave if they are unable to perform the duties of their position because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. An employee may also request catastrophic leave for the lengthy convalescence or life-threatening illness or accident of an immediate family member (defined as spouse, domestic partner, dependent child, or parent) residing in the employee's household and for whom the employee is the primary caregiver.



- “Lengthy convalescence” for purposes of eligibility for catastrophic leave means a period of disability which the treating health care provider determines will exceed ten (10) weeks.
- “Life Threatening” means a condition which is diagnosed by a treating health care provider as creating a substantial risk of death.

### **6.12.3. Requesting Catastrophic Leave**

To request catastrophic leave, an employee who meets the eligibility criteria as defined above must submit a written request for catastrophic leave to the General Manager with a copy to the Human Resources Department. The written request should specify an estimate of the catastrophic leave hours the employee anticipates needing and written certification from a treating health care provider supporting the request for catastrophic leave. The employee must first use all their accrued annual, sick and other paid leave. The maximum number of hours that an employee may receive is 240 per catastrophe.

### **6.12.4. Establishing Catastrophic Leave Accounts and Employee Donations**

If an employee’s request for catastrophic leave is approved by the General Manager, the Company will solicit leave donations from all employees and establish an individual Catastrophic Leave Account (CLA) for the employee-recipient.

Any employee wishing to donate leave must notify the Company in writing that they wish to donate a specific number of hours of their accrued leave to the employee-recipient’s CLA. An employee may only donate sick or annual leave to another employee’s CLA if, after the donation, their accrued sick leave balance will remain at more than two hundred forty (240) hours. The maximum hours any individual employee may transfer to the CLA of a co-worker is forty (40) hours and the minimum number of hours an employee may transfer to a CLA is eight (8) hours. To the extent reasonably possible, the Company will maintain confidentiality concerning employee donations.

### **6.12.5. Administering Catastrophic Leave Accounts**

The Accounting Department is responsible for administering CLA’s. Pursuant to NRS 245.210(4), sick leave hours donated will be converted into money at the hourly rate of the employee-donor and the money will be converted into catastrophic leave at the hourly rate of the employee-recipient. Any catastrophic leave hours used by an employee shall be considered used in the same manner as sick leave. An employee receiving catastrophic leave is entitled to payment for the donated leave at a rate no greater than their own rate of pay.

### **6.12.6. End of Catastrophic Event; Disposition of Unused Hours**

The General Manager or their designee together with the HR Department shall review the status of the catastrophic event and determine when the catastrophe has ceased to exist. This determination is final.

The employee-recipient shall not receive any hours of leave from the Catastrophic Leave Account after:

- The catastrophe has ended; or
- They leave the Company

Any leave which remains in a Catastrophic Leave Account after the catastrophe ends or upon the end of employment of the employee-recipient will be returned to the employees who donated the leave on a pro rata basis based on the number of hours donated by the employee. The Accounting Department will be responsible for calculating any return of unused catastrophic leave donations.

### **6.13. EAP Visits**

CC Communications supports the concept of an employee assistance program to provide counseling and coping skills for employees in a variety of areas. To encourage employees to utilize the employee assistance program, CC Communications will not require that the first two visits and accompanying travel time to the EAP provider be charged to an employee's leave. However, it is expected that regular full-time employees who make an appointment with the Employee Assistance Program (EAP) provider make every effort, unless it is an emergency situation, to schedule visits so as to allow for minimal use of work time. Employees should inform their supervisor that they are going to the EAP provider but need not disclose the reason for such a visit. Employees should report time spent with the EAP provider as administrative leave.

### **6.14. Timeliness**

CC Communications expects that all employees be ready to begin work assignments at the time they are scheduled to begin work. Being tardy is defined as an absence of 1 to 15 minutes at the start of the employee's scheduled work tour. Tardy also includes not being present and ready to perform assigned work tasks within 1 to 15 minutes after a meal period. Periods in excess of 15 minutes are considered absences and require the use of annual leave.

### **6.15. Related Forms**

- Appendix A – Consanguinity/Affinity Chart
- WHD-1420-Employee Rights and Responsibilities Under the Family and Medical Leave Act

Personal Policies- Leave Issues

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Previous Rev. 2006, 2007, 2009, 2012, 2014, 2019  
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- WHD-380E – Certification of Health Care Provider for Employee
- WHD-381 – Notice of Eligibility and Rights and Responsibilities employee
- WHD-380F – Certification Health Care Provider for Family Member
- WHD-382 – Designation Notice