AGREEMENT

BETWEEN THE

COUNTY OF CLARK

AND

CLARK COUNTY DEPUTY SHERIFF'S ASSOCIATION AND THE NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS/COMMUNICATION WORKERS OF AMERICA 9110

APRIL 17, 2012

TO

JUNE 30, 2014

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ARTICLE 1
Agreement

This Agreement is made and entered into this 17th day of April, 2012 by and between the Clark County Deputy Sheriff's Association, hereinafter referred to as the "CCDSA" and the County of Clark, a government entity of the State of Nevada, hereinafter referred to as the "County".

ARTICLE 2
Intent

It is the purpose of this Agreement to promote and provide a responsible labor relations policy between the County and the employees covered herein; to secure an orderly and equitable disposition of grievances which may arise under the Agreement; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours, and other specified conditions of employment of the employees covered hereby. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of the County expressly provided for by federal law, state statutes, and/or local ordinances, except as expressly limited herein.

ARTICLE 3
Recognition

1. The County hereby recognizes the CCDSA and the Nevada Association of Public Safety Officers/Communication Workers of America 9110 as the sole and exclusive collective bargaining representative of the County employees assigned to the classifications listed in Appendix A who are eligible to be represented by the Association except as limited by Section 2 of this Article. The Association shall be notified of additions to the list of classifications (Appendix A), within seven (7) days of posting for the position classification and shall receive thirty (30) days advance notice of any deletions. Upon written request by the Association, the parties shall meet and confer regarding deletions within the 30-day notification period referenced herein. Both parties recognize that the Association retains its right to appeal under the provisions of NRS 288.170.

2. County employees who are excluded from the bargaining unit are as follows:

   a. Those employees certified to another bargaining unit under the provisions of NRS Chapter 288.

   b. Employees exempted in accordance with NRS 245.216 and NRS 3.310.

   c. Probationary employees.
   d. Temporary employees.
   e. Part-time hourly employees.
   f. Volunteers.

3. Subject to the provisions of NRS 288, the County reserves the right to withdraw recognition of the Association in the event the Association:
   a. Fails to present a copy of each change in its constitution or bylaws, if any,

or to give notice of any change in the roster of its officers, if any, and representatives;

b. Disavows its pledge not to strike against the local government employer under any circumstances;

c. Ceases to be supported by a majority of the local government employees in the bargaining unit for which it is recognized;

d. Fails to negotiate in good faith with the local government employer.

Such action shall only be taken if the County first receives the written permission of the Local Government Employee-Management Relations Board.

ARTICLE 4
Discrimination Clause

The County, the CCDSA, and any other party bound by this Agreement shall each apply the provisions of this Agreement equally to all employees in the Association without discrimination as to race, color, religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

ARTICLE 5
Anti-Strike Clause

The CCDSA agrees not to strike, nor to endorse, support, assist or encourage in any way any individual employee or group of employees to participate in any strike against the County.

ARTICLE 6
Management Rights

1. The County is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the County in all its various aspects. Those rights include but are not limited to the following:

   a. To hire, direct, promote, assign, transfer, or take disciplinary action against any employee, but excluding the right to assign or transfer as a form of discipline. Transfers and reassignments for the improvement of personnel staffing and utilization shall not be deemed a form of discipline.

   b. To reduce in force or lay off any employee because of lack of work or lack of funds. In exercising this right, the local government employer shall comply with all other applicable provisions of NRS, if any.

   c. To determine:

      (1) Appropriate staffing levels and work performance standards, except for safety considerations;

      (2) The content of the workday, including without limitation workload

factors, except for safety considerations;

(3) The quality and quantity of services to be offered to the public;

(4) The means and methods of offering those services; and

(5) The supplier of goods and services. No permanent employee will be laid off as an initial result of contracting goods and services.

d. To maintain the efficiency of its governmental operations.

e. To determine the methods, means, and personnel by which its operations are to be conducted; and

f. To take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

2. All rights and responsibilities of the County not specifically modified by the Agreement shall remain the functions of the County. The above enumerated management rights shall not contravene the expressed terms of this Agreement and shall be subject thereto.

ARTICLE 7
Employee Rights

1. The County and the CCDSA agree that employees eligible for membership in the Association shall have and shall be protected in the exercise of their right freely and without fear of penalty and reprisal, to form, join, and participate in authorized and appropriate Association functions. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or steward, including, following notification of the appropriate management representatives, presentation of its views to the officials of the County. The County shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this Section.

2. No prejudicial, discriminatory or retaliatory action may be taken at any time, by the Association or the County, against any person for his/her participation in or statements made in the investigation or settlement of a grievance.

3. Employee's official personnel files and records shall be maintained in a confidential manner and shall only be viewed by those authorized in accordance with the County's Merit Personnel System Policy I, Section III, F 3. Any changes to the current policy shall be provided to the CCDSA for their review before implementation.

4. The Association and the County agree that the Clark County Deputy Sheriff's are "peace officers" and are covered by NRS 289. The County agrees to abide by the provisions of NRS 289.

ARTICLE 8
Association Rights

1. The County shall meet directly with the elected representatives of the CCDSA on all matters relating to this collective bargaining agreement.
2. The selection of representatives, officers, and the negotiation team is the sole responsibility of the CCDSA.
3. The CCDSA may designate one (1) steward, to be designated by the membership.
   a. Within 30 days of the signing of this Agreement, the Association shall inform the Clark County Human Resources Director, in writing, of the Association's selection for steward and elected officers. The Association shall notify the County, in writing, within 10 working days of any change regarding stewards or elected officers.
4. The steward shall submit a leave request form to notify and receive approval for release from duty from his/her immediate supervisor each time he/she needs to attend to an Association activity or business. A copy of all request forms approved for the release of duty for Association activities and business shall be sent immediately to Clark County Human Resources and the Association. The Steward shall be relieved of duty unless operational demands prohibit granting the request. Use of steward time shall not be abused by the employee and use of said time shall not be unreasonably withheld by the immediate supervisor. An alternate Association steward may serve in the absence of the steward who is on authorized leave or is otherwise unavailable.
5. Association business shall include the representation of employees at meetings scheduled and held with the department director or designee, grievance review hearings, termination hearings. Any other Association related activities shall be deducted from the hours defined in Section 8.
6. Only one (1) steward shall be allowed to represent an employee at a meeting or hearing during any one shift. An employee is entitled to be represented by the Association steward in accordance with NRS 289, Peace Officers, at all meetings where discipline may be the subject of the meeting, at a meeting where formal discipline is given in writing and after being notified of an impending investigatory interview.

   If during the course of a meeting an employee has reasonable belief that disciplinary action shall result from a meeting with management then an employee may request an Association steward attend the meeting as his/her representative. If an employee's steward is not available and the employee requests Association representation, an alternate steward may represent the employee

7. Association activities and business shall not interfere with any employee's duties.

8. For each separate fiscal year covered by the term of this Agreement, the Association shall be allocated a total of 80 hours leave without loss of pay for designated Association members to investigate grievances, attend conferences, legislative sessions or conventions, and other Association business not specified in Section 5.

9. The Association's three (3) members of the negotiation team, designated by the Association shall be granted leave from duty with full pay on the day of negotiation sessions when the meeting takes place during their work day. The members of the team shall be released from duty for the purpose of preparing for the negotiation meetings, immediately prior to and after the negotiation sessions, and for all meetings with the County to negotiate the terms of the collective bargaining agreement

10. An employee shall not be compensated for participating in Association activities, business or attendance at negotiation meetings outside of his/her scheduled shift.

11. Upon ratification and approval of this Agreement, the County shall provide training regarding the terms of this Agreement to all employees responsible for the administration of this Agreement and to the direct supervisors of the employees covered by this Agreement. The president of the CCDSA, or his designee, shall participate in the training.

ARTICLE 9
Employee Deductions

1. The County shall deduct from the wages of those employees who are members of the Association and pay over to the proper officers of the Association any monies which the Association advises may be due it from such members, provided that the employee who is a member of the Association has individually and voluntarily authorized such deductions to be made. The form of authorization shall be approved by the County and the Association.

2. The County agrees not to honor any check off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee-Management Relations Board.

3. The Association agrees to indemnify, defend and hold the County harmless against any and all claims or suits that may arise out of or by reason of action taken by the County in reliance upon any authorization cards submitted by the Association to the County.

   The Association agrees to refund to the County any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence

of error or mistake.

4. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during the month of October of each year. Such provision will appear on the Membership Application and Dues Deduction Authorization Card. If dues deduction authorization is not revoked during such period it shall continue until the following October.

5. The Association will certify to Clark County Human Resources, in writing, the current rate of membership dues. The County will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. Dues shall be remitted per pay period to the Association by Clark County. Along with the remittance, the County will provide the Association, in electronic format, a listing of the bargaining unit employees with social security numbers and the dues amount paid.

   a. If the County is notified of a 75% or more increase in Association dues, it may require that each member re-sign dues authorization cards, reflecting the amount of increase.

6. The County will not be required to honor for any month's deduction any authorizations that are delivered to it later than seven (7) days prior to the second payday of the month.

ARTICLE 10
Dispute Resolution Procedures

1. A grievance is defined as a filed dispute between the Association, on behalf of an employee(s), and the County over the interpretation and/or application of the express terms of this Agreement or a dispute over the issuance of discipline as defined herein. A grievance shall not be defined to include any matter or action taken by the County or its representatives for which the NERC has jurisdiction or any matter specifically excluded from grievance and arbitration by other provisions of this Agreement. Disputes specifically excluded in other Articles of this Agreement from the dispute resolution procedures shall not be construed as within the purview of this Article.

2. If mutually agreed, either party may request, in writing, a waiver of the time limitations set forth in this Article. A grievance shall be considered abandoned if not filed and processed by the Association on behalf of the employee, where indicated in accordance with the time limitations. Failure on the part of the County to respond to a grievance in accordance with the time limits set forth in this Agreement shall result in the grievance advancing to the next step of the procedure.

   The failure on the part of management to process a grievance shall be given serious weight in the resolution or retroactivity of an award. A waiver of

timeliness requested by the Association shall be taken into consideration in the determination of any retroactive award.

3. No prejudicial, discriminatory or retaliatory action may be taken, at any time, by the Association or the County against any person for his/her participation in or statements made in the investigation or settlement of a grievance.

4. For the purpose of resolving grievances at the earliest possible point in time, both parties shall make full disclosure of the facts and evidence which bear on the grievance, including but not limited to furnishing copies of evidence, documents, reports, written statements and witnesses relied upon to support their basis of action. With respect to non-discipline grievances, both parties agree to share such facts and evidence at least one (1) working day prior to Step 1 or Step 2 meetings and at least three (3) working days prior to a Step 3 Hearing. With respect to discipline grievances, the County shall comply with the provisions of Nevada law, including, but not limited to NRS 289, in providing the Association and/or its members with documentation relating to the disciplinary charges and findings. An arbitrator shall not consider any evidence from a party who willfully failed to produce such evidence in support of his/her position. Information obtained by the OOD in conducting a Title VII investigation is exempt from this provision.

Section 1 –Discipline

1. Formal discipline is defined as an employee's documented oral warning, admonishment, written reprimand, final written warning, suspensions, demotion, or involuntary termination from County service. Any matters for which the NERC or Office of Diversity (OOD) of the Clark County Manager's Office has jurisdiction shall be handled through a separate procedure identified in this Article, Section 3, NERC/OOD Procedure.

2. Arbitrators may be only used for written reprimands, final written warnings, suspensions, demotions, and involuntary terminations of this Article and shall be jointly selected by the parties. The arbitrators must meet the requirements established in the Arbitrator Guidelines. The fees of the arbitrator shall be borne equally by the Association and the County.

3. The arbitrator shall conduct a grievance proceeding adhering to the mutually developed guidelines governing the process. The arbitrator shall consider the incident and the discipline in terms of severity of the action, evidence of progressive discipline and appropriateness of the disciplinary action. Progressive discipline is defined to include documented oral warning, admonishment, one (1) or more written reprimand(s), a final written warning, suspension, demotion and, thereafter, termination. The Association recognizes the need for more severe initial disciplinary action in the event of major violation of established rules, regulations or policies of the County or its operating departments.

The decision to uphold the disciplinary action shall be based on the reasonableness of the discipline imposed by the supervisor in response to the actions taken or not taken by the employee. The Las Vegas Metropolitan Police Department will investigate all matters that could potentially lead to disciplinary action, and make recommendations of discipline to the County consistent with Las Vegas Metropolitan Police Department disciplinary matrix.

4. All written reprimands, final written warnings, suspensions, demotions and involuntary termination appeals of employees covered by this Agreement shall be handled solely in accordance with the procedure set forth in this Section, with the decision of the arbitrator being final and binding on the parties.

5. No employee who has satisfactorily completed probation may be disciplined without just cause. Just cause may include, but not be limited to: inefficiency, incompetence, insubordination, moral turpitude, mental or physical disability as shown by competent medical evidence, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leaves, withholding services as a result of a strike, and violation of established departmental work rules or procedures.

6. Upon written request of the employee to the Clark County Human Resources Director, the employee or his/her Association representative shall have the right to review and copy items in his/her personnel file. The employee may provide rebuttal comments to be attached to original documents where the employee believes appropriate. Such rebuttal comments must be restricted to the document in question. Employees shall be entitled to all the provisions of NRS 289, Rights of Peace Officers, regarding discipline and the right to submit rebuttal documentation based on the provisions of NRS 289.

7. Although documented oral warnings and admonishments are informal types of discipline and not subject to the full disciplinary procedure, an employee who receives an oral warning or admonishment may, within the time limits prescribed by NRS 289, five (5) working days of receipt of the oral warning or admonishment, submit a rebuttal in writing, which shall be attached to the warning or admonishment. Such rebuttal comments must be restricted to the specific warning or admonishment in question.

8. Upon written request by the employee to the Clark County Human Resources Director, the employee shall have all documented oral warnings removed from his/her personnel file that were issued more than six (6) months prior to the request, admonishments removed that were issued more than twelve (12) months prior to the request, written reprimands that were issued more than eighteen (18) months prior to the request, and final written warnings that were issued thirty-six (36) months prior to the request, provided that no ensuing discipline occurred. Upon removal, the documented oral warning or admonishment shall be sent to the employee and shall not be used or referenced in any future disciplinary proceeding, as defined herein. In the event an employee fails to make the written request as referenced above, the expired

discipline(s) will not be used in any future proceedings. Suspensions are not subject to expungement.

9. Upon written request or authorization by an employee involved in a disciplinary hearing, the employee or his/her Association representative may obtain data that is necessary from the personnel file of the employee subject to the discipline in preparation of a grievance meeting.

10. An eligible employee who is to be issued a written reprimand or final written warning shall be given the discipline, in writing, at a meeting with management. The provisions of NRS 289 shall be followed. The employee may request an Association representative to be present at the meeting. An employee shall be given at least twenty-four (24) hours notice of the meeting and advised of the purpose, time, date and site of the meeting, except when an employee's continued presence in the work place is unsafe for co-workers, the public, or other County resources. Grievances regarding written reprimands or final written warnings shall be initiated at Step 1 of the Disciplinary Procedure within ten (10) working days from the issuance of the discipline.

11. An eligible employee who is recommended for demotion or suspension shall be given a written statement setting forth the reasons upon which the proposed demotion is based and shall follow the provisions of NRS 289. The statement shall include an identification of the specific reasons against the employee and an explanation of the evidence. Grievances regarding demotions or suspensions shall be initiated at Step 2 of the disciplinary procedure within five (5) working days of the effective date of the demotion.

12. An eligible employee who is recommended for termination, unless the employee is in a leave without pay status or has violated his/her last chance agreement, shall be placed on paid administrative leave pending the Step 1 pre-termination meeting and shall receive written notification of such recommendation AND shall follow the provisions of NRS 289. The Step 1 meeting shall take place no sooner than three (3) working days from the effective date of the proposed termination but within five (5) working days after receipt of the notification unless extended by the department head or designee in which case the employee shall remain on paid leave status until the Step 1 meeting is held, unless the employee is in a leave without pay status or has violated his/her last chance agreement. An employee who grieves the termination decision of the department head as a result of the Step 1 pre-termination meeting may initiate the grievance at Step 2 within five (5) working days from the date of receipt of the Step 1 decision. In the event a termination is overturned by the arbitrator at the Step 3 hearing, the arbitrator has the ability to mitigate the final outcome to the employee by imposing a lesser penalty, as defined in the progressive discipline process, including a leave without pay provision.

Section 2 – Arbitration Procedures for Contract Interpretation/Discipline

Grievances relating to the interpretation and express terms of this Agreement shall be

initiated at Step 2 of this procedure and shall be initiated within ten (10) working days of the employee's knowledge of the contract violation. The grievance shall state the violation and cite the article and section being grieved.

Step 1 - Department Head Response

The Association, on behalf of an employee, who believes that the employee has a grievance relating to the issuance of discipline, shall reduce the grievance to writing and submit it to the employee's department head within ten (10) working days (a working day is defined as Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding Saturday, Sunday and Holidays) of receipt of the grievance, the department head or his/her designee, a Human Resources representative/liaison, an Association representative, and the affected employee shall meet to try to resolve the problem. If desired, both parties may choose an additional representative who may attend the meeting. If the problem is not resolved at the meeting, the department head, or his/her designee, shall have five (5) working days from the date of the meeting to respond, in writing, to the grievance. The response shall be sent by certified mail to the Association President. Copies of the response shall be sent to the Human Resources representative/liaison, the Association representative, and the affected employee.

Step 2 - County Manager Response

If the discipline grievance is not settled at Step 1 or the grievance involves a contract interpretation issue, the Association, on behalf of an employee(s), may, within five (5) working days of the receipt of the department head's decision, or ten (10) working days from the date of the employee's knowledge of the contract violation, file an appeal of the discipline decision, reduce the contract violation grievance to writing with the Clark County Human Resources Director as representative of the County, as defined in Article 1. Within ten (10) working days of receipt of the request for appeal, or the contract interpretation grievance, the County Manager, or his/her designee, shall meet with the affected employee, an Association representative, and a Human Resources Representative to try to resolve the problem. If desired, both parties may choose an additional representative who may attend the meeting. If the problem is not resolved at the meeting, the County Manager or designee shall have five (5) working days to respond in writing to the grievance giving his decision. The response shall be sent by certified mail to the Association President. Copies of the response shall be sent to the affected employee and department, and the Association representative.

Step 3 - Arbitration

1. If the Step 2 decision is deemed unacceptable, the Association, on behalf of an employee, may make a written request for arbitration within five (5) working days of receipt of the Step 2 decision. In such event, the parties shall, within ten (10) days, jointly request a list of five (5) arbitrators from the American Arbitration Association (AAA). Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date. The selection shall be accomplished by the Association first and the County next, each striking one (1) name from the list in turn until only one (1) name remains. A permanent

panel of arbitrators may be established by the parties and may be utilized on a case-by-case basis provided both parties agree to do so in writing.

2. The arbitrator's decision shall be final and binding on all parties to this Agreement as long as the arbitrator does not exceed his/her authority as set forth below and as long as the arbitrator performs his/her functions in accordance with the case law regarding labor arbitration, the provisions of the U.S. Uniform Arbitration Act, and where applicable, NRS.

3. The expenses of arbitration shall be borne equally by the Association and the County. Expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

4. Only one (1) grievance may be decided by the arbitrator at any hearing unless it is shown that the grievance being considered is related to another grievance pending a Step 3 hearing for the same employee and for a similar infraction. It shall be the arbitrator's sole determination to consolidate the grievances into one (1) hearing. The arbitrator shall within a reasonable period of time prior to the hearing date inform both parties of his/her decision regarding consolidation.

5. The arbitrator shall not have the authority to modify, amend, alter, ignore, add to, or subtract from any of the provisions of this Agreement. The arbitrator is without power to issue an award inconsistent with the governing statutes and/or ordinances of the jurisdiction. The arbitrator, in the absence of expressed written agreement of the parties to this Agreement, shall have no authority to rule on any dispute between the parties which is not within the definition of a grievance set forth in this Article. The arbitrator shall consider and decide only the particular issues presented by the Association and the County, and the decision and award shall be based solely on his/her interpretation of the application of the express terms of this Agreement. Any and all settlements or awards issued by the arbitrator shall be limited in retroactivity to the date of alleged violation or date of the filing of the grievance as decided by the arbitrator.

6. Subject to the provisions of Paragraph 2 of this Article, the arbitrator shall not have the authority to excuse a failure by the employee, the Association, or the County to comply with the time limitations set forth above unless mutually agreed by both parties.

7. If the parties disagree about the arbitrability of a grievance, the arbitrator shall decide this issue prior to hearing the merits of the case.

Section 3 - NERC/OOD Procedure

Grievances on those matters for which the Nevada Equal Rights Commission or Office of Diversity Division of the Clark County Manager's Office has jurisdiction shall be referred to and processed by the OOD investigation staff. The employee(s) being investigated shall have the right to Association representation commencing at this level

and continuing throughout the entire procedure and be subject to the provisions of NRS 289. If discipline results from the investigation, employees are eligible for Step 1 and Step 2 meetings, and Step 3 arbitrations as defined in Section 2 of this Article. However, 1) if the department head chooses not to conduct the Step 1 meeting within the time frames, then the case shall be heard at the next level; 2) if the matter proceeds to the arbitration process, then in addition to satisfying the standard requirements and qualifications for an arbitrator, the arbitrator hearing matters covered in this Section must have training or expertise in the application and interpretation of civil rights laws.

ARTICLE 11
Bilingual Pay/Trainer Certification

Section 1 – Bilingual Pay

1. Upon the recommendation of his/her Department Head and the approval of the County Manager, an employee will be eligible to receive Bilingual Pay provided the following conditions are met:

    a. The employee's assigned duties require them to communicate in a second language a minimum of fifteen percent (15%) of their time; and

    b. As a prerequisite to receiving Bilingual Pay, the employee must successfully complete the County's Bilingual Oral Proficiency Examination. The need for a written proficiency examination will be determined by County Management on a case-by-case basis. Competency testing requires fluency in English and the required foreign language or languages.

2. The parties further recognize and agree that:

    a. Award of bilingual pay to an employee will not occur simply because the employee is bilingual and occasionally uses bilingual skills in the course of their work;

    b. Positions in which the use of a second language is a requirement are not eligible for bilingual pay;

    c. Bilingual testing will be scheduled by the County;

    d. Bilingual premium pay shall be $75.00 per pay period in a stipend form for each employee determined to be eligible pursuant to Section 1 herein. When an employee begins or ends eligibility for bilingual pay in the middle of a pay period, the stipend will be prorated; and

    e. Approved bilingual pay will be subject to annual re-authorization according to the conditions specified in Section 1 herein, with the exception of bilingual proficiency examinations which shall not be required under the re-authorization process.

3. Bilingual pay will cease when the employee is transferred, promoted, or demoted to a position which does not meet the requirements of Section 1 (a) and 1 (b) herein, as determined by the employee's Department Head.
4. Nothing in this agreement shall prevent the County from using interpreter services where deemed appropriate. The County will not create classifications solely to circumvent bilingual pay, but maintains the right to create classifications that include a requirement for a second language as operational needs or statute dictate.

Section 2 – Trainer Certification Pay

1. Employees who successfully complete the qualifications for trainer certification pay shall receive four percent (4%) of their base pay for training sessions, hour for hour, in addition to their regular salary. Additionally, qualified trainers shall receive four percent (4%) of their base salary for training preparation and documentation, up to a maximum of two (2) hours per training session. The four percent (4%) trainer certification pay and the four percent (4%) pay for training preparation and documentation shall be paid within the pay period following the training session conducted.

   Prior approval from the department head or his/her designee is required for trainer pay eligibility.

ARTICLE 12
Personnel Layoff, Recall and Appeal Procedure

Layoff is defined as any involuntary separation wherein management eliminates a position without prejudice to the incumbent because of lack of work or funds.

The determination of the number of positions and classifications to be affected by a layoff is a management right. The County and the CCDSA agree that layoff and recall of personnel and appeals of these actions as it pertains to employees covered under this Agreement shall be accomplished as follows.

Section 1 - Layoff

1. Temporary and probationary employees shall be laid off first.

2. If additional layoffs are necessary, employees will be laid off based on the following criteria, in the following order:
   a. The seniority of the employees in the classification series within the department.
   b. If two or more employees have identical seniority levels within the department, the employees with the greater length of County service, as determined by the employee's hire date, shall be given preference.
   c. If a tie still remains then preference will be given based upon the last four (4) digits of the employee's social security number with the smaller number being first.

3. To provide for the continued operation of the County, the department head may exempt one (1) position authorized in the current budget and retain that employee regardless of seniority. An employee can request clarification on seniority dates from the Human Resources Director or designee.

4. Employees who were promoted or assigned to a grant-funded position from an unlimited, County-funded position may bump into his/her previously held position if they have more seniority than the employee they are bumping.

5. Any permanent employee who is to be laid off will have an option to demote to a previously held lower classification by bumping the least senior employee in that lower classification, provided:
   a. The bumping employee has more seniority than the employee being bumped;
   b. Meets the minimum occupational qualifications; and
   c. Takes a reduction in pay if the salary is above the maximum of the range.

6. Separation due to layoff shall require the giving of at least two (2) weeks notice to the employee and the Association, or payment in lieu of notice, of an equivalent amount of the employee's base salary by the County.

7. An employee shall have no right to grieve any provision of this Article.

Section 2 – Recall

1. Any permanent status employee laid off under this Article shall, based on seniority, have his/her name placed on an appropriate County recall list(s) for a period of two (2) years. Previous employees shall be notified by certified mail, return receipt requested, at their last known address and shall, within ten (10) calendar days of receipt, respond affirmatively, by certified mail or in person, that they are accepting the offer of recall. Failure to respond in a timely manner will mean that the person has refused the offer of recall and the person will be removed from the recall list(s). An employee must be available for work within two (2) weeks of acceptance of the offer.

2. When positions become available in a classification in the Department, personnel who have been laid off or reduced in grade in that classification from that Department shall be recalled at the Department Head's determination in inverse order of layoff. The order of recall shall be:

   a. Employees who are reduced in grade.

   b. Former (laid off) employees who held a position in the same class.

   c. Former employees who held a position in the same series as long as the position is at the same or lower level than the position they previously held.

3. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service.

4. Upon an employee's return from a recall to his/her title held at layoff, an employee's pay will resume at the same pay rate at the time of separation, minus any applicable contractually mandated salary decreases. Additionally, the pay will not exceed the top of the range.

Section 3 – Definitions

1. Breaks In Service:

   All seniority is based upon total continuous County service. Continuous County service shall be defined as the combined length of service after date of initial hire with the County in the classification or classification series. Seniority is not interrupted by the following non-inclusive list:

   -Disability Leave
   -Layoff If Recalled
   -Authorized Leave Without Pay
   - Approved FMLA Leave
   -Approved Worker's Compensation
   -Approved Catastrophic Leave
   -Any member who is ordered to active military duty shall continue to earn seniority during the period consistent with the Uniformed Services Employment and Reemployment Act (USERRA)

   *Seniority dates will be adjusted to account for breaks in service for approved unpaid leaves of absence including layoff. *

   The following non-inclusive personnel actions will cause a break in seniority:

   -Resignation
   -Removal For Just Cause
   -Failure To Return From A Leave Of Absence
   -Failure To Respond To A Recall From Layoff
   -Disability Separation
   -Disability Retirement
   -Unauthorized Leave Without Pay
   -Incarceration
   -Job Abandonment

2. Seniority within classification is determined by the effective date in the title in the department except when the employee has transferred, promoted, demoted, or reassigned into the Department within the same classification or classification series. Seniority will be bridged if the classification or series is the same.

ARTICLE 13
Basic Workweek

1. The official workweek is comprised of seven (7) workdays which begins on each Saturday at 12:01 a.m. and shall end at midnight of the following Friday. The official workday shall begin at 12:01 a.m. and shall end at midnight. Except as may be otherwise provided, an employee who occupies a full-time permanent position shall work 40 hours exclusive of meal breaks, but including rest breaks, in each workweek.

2. Employees working a 5-day, 40-hour week (designated 5/40) shall work eight (8) hours per shift for five (5) shifts within the official workweek, and shall receive two (2) consecutive "24-hour periods off."

   Permanent work schedule adjustments shall be exempt from this provision when the work schedule adjustment is more than six (6) months after any previous permanent work schedule adjustment.

3. Employees working a 4-day, 40-hour week (designated 4/40) shall work ten (10) hours per shift for four (4) shifts within the official workweek, and shall receive three (3) "24-hour periods off" of which two (2) 24-hour periods must be consecutive. Permanent work schedule adjustments shall be exempt from this provision when the work schedule adjustment is more than six (6) months after any previous permanent work schedule adjustment.

4. The hours between the end of an employee's last regularly scheduled shift and the beginning of an employee's first regularly scheduled shift following his/her scheduled 24-hour periods off shall be considered his/her weekend.

5. Employees shall be granted one (1) 15-minute work break for each period encompassing four (4) hours of work during the course of their shifts. Such breaks shall not be scheduled by the supervisor within one (1) hour of the employee's starting time, quitting time, or meal breaks.

6. Meal breaks are neither time worked nor time on pay status unless an employee is required by the County to remain on the job at a workstation or the employee is interrupted by his/her supervisor to perform substantial duties during such period. An employee who remains at a workstation during his/her meal break, but is not required to do so by the County, shall not be compensated for the meal break. In the event an employee is required to work four (4) hours or more beyond the end of their scheduled shift, that employee shall be granted an additional meal break.

7. Subject to the provisions of NRS 288.150 (4), nothing herein shall be construed to limit the authority of the County to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies.

8. No permanent employee shall be assigned to a regular schedule that requires

him/her to work more than two (2) different shifts in a 40-hour workweek.

ARTICLE 14
Compensation

1. Effective the date of the next pay period following ratification of this Agreement, all employees listed in Appendix A of this Agreement will maintain the current salaries as reflected in Appendix B. Appendix B reflects these changes.

ARTICLE 15
Initial Appointment, Rehire, Promotion, Transfer and Demotion

1. Initial appointment to positions shall be made at the entrance rate for the class except as approved by the County Manager or designee.

    a. Upon initial appointment to the County position, an employee shall serve a probationary period. The probationary period will normally be 1,040 hours worked but may not be less than 520 hours worked nor longer than 2,080 hours worked as determined by the Department Head.

2. The total number of employees of the department and the total number of employees of each classification within the department shall be determined by the budgetary process. The initial classification of positions shall be as contained in the current County classification list along with any subsequent amendments thereto.

3. When a former employee is rehired after a break in service of no more than one (1) year from the date of separation, to a position in the same class held at the time of separation, he/she may be paid at, or below, the same hourly rate, including across the board schedule adjustments provided by this Agreement, he/she held at the time of separation.

4. When an employee is promoted, he/she shall be entitled to a four percent (4%) salary increase or the minimum rate of the salary schedule to which the employee is promoted, whichever is greater. Any exception may be approved by the County Manager or designee upon written justification.

    a. A promoted employee shall serve a qualifying period. The qualifying period will normally be 1,040 hours worked but may not be less than 520 hours worked nor longer than 2,080 hours worked as determined by the Department Head. At the conclusion of the qualifying period, the employee shall be given a performance evaluation. Based on the evaluation, the employee will either be accepted or rejected for the position. If rejected, every effort will be made to place the employee in his/her previous or another County position for which he/she qualifies. If such a placement is not possible and termination of his/her employment is recommended, the employee will be given at least three (3) weeks notice

of his/her termination. The employee retains the right of appeal under the terms of Article 11 of this Agreement.

b. When an employee is promoted, he/she shall retain the right, during the first fifteen (15) shifts worked of the qualifying period, to voluntarily demote to his/her previously held position. The employee shall have his/her salary reduced to the hourly rate, including across the board schedule adjustments provided by this Agreement, held prior to being placed on the qualifying period.

5. When an employee is demoted, his/her salary will not exceed the top of the new salary schedule unless the demotion was a result of a reclassification. Demotions, except for reclassifications, initiate a new anniversary date. Employees failing a qualifying period and demoted shall have their salary reduced to the hourly rate, including across the board schedule adjustments provided by this Agreement, held prior to being placed on the qualifying period.

6. For the purpose of this Article "hours worked" shall be defined as any paid straight time hours.

ARTICLE 16
Posting of Vacancies

1. The CCDSA acknowledges that the County has the exclusive right to fill vacancies and make reassignments in accordance with the Clark County Merit Personnel System as revised and adopted by the Clark County Board of Commissioners.

2. The County and the CCDSA recognize that under NRS 288.150 2 (k), the methods used to classify positions is a mandatory subject of bargaining. The methods used to classify employees in the bargaining unit shall be established in compliance with in the Clark County Merit Personnel System. Any change from the current method identified in the Merit Personnel System must be agreed to by the County and the CCDSA, and not unilaterally imposed on the classifications covered by this Agreement.

3. When a new position is created or an existing position becomes vacant in a classification in the bargaining unit, the Clark County Human Resources Director, after consulting with the appointing authority, shall determine, in accordance with the Clark County Merit Personnel System, how the vacancy is to be filled. If a permanent position vacancy is created within a classification represented by the bargaining unit, and there is no current eligibility list, the County shall post a job announcement using the agreed upon standardized format of posting for at least seven (7) calendar days if a departmental recruitment or 14 calendar days if a County or open recruitment to accept applications, except when such vacancies are to be temporarily filled on an emergency basis. For those positions that it is determined by the Clark County Human Resources Director and the appointing authority to have an open examination, an announcement of the open

examination may be posted concurrently with the promotional announcement. Copies of all job announcements shall be mailed to the Association and posted in areas readily available to employees.

4. The County shall encourage promotion within the competitive service on the basis of ability and efficiency, and the equality of opportunity for all qualified employees to vie for promotions in the competitive service. Therefore, qualified employees meeting the established criteria shall be given the first consideration for promotion by being interviewed for the position before the County fills such vacancy. If two (2) or more employees have similar job related knowledge, skills and abilities (KSA's) and demonstrated performance records (DPR's), the employee with the greatest class seniority shall be given first consideration. The County agrees to certify the top ranking County employee from the appropriate open recruitment eligibility list if no County employees would otherwise be certified. The Association shall be notified of the establishment of eligibility lists, which shall include the duration of such list, as well as the classifications for which the list is compiled. An open recruitment shall be defined as an examination process, which has the potential of resulting in an eligibility list containing names of County employees and applicants from outside County employment.

5. The decision to fill permanent full-time vacancies on a temporary basis pending the completion of selection procedures shall not be grievable. A vacancy filled by a demotion, transfer, management reassignment, rehire, or recall in a position that is equal to or less than the employee's previous position does not require posting.

6. The Association shall be furnished a copy of all job announcements and promotional announcements.

7. The Association shall be notified of any proposed changes to the current hiring procedures identified above.

ARTICLE 17
Overtime, Call Back, and Standby Pay

1. Overtime Pay - An employee working a 5/40 week, as defined in Article 14, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked in excess of eight (8) per shift or 40 in an official workweek. An employee working a 4/40 week, as defined in Article 13, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked in excess of ten (10) per shift or 40 in an official workweek. An employee working some other established work schedule as provided in Article 13, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked

in excess of nine (9) per shift or 40 hours in an official workweek.

2. Scheduled Overtime Pay - An employee required to return to his/her work site for duty at any time other than during his/her scheduled weekend, as defined in Article 13, with at least 12 hours' notice, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked outside of his/her scheduled shift.

3. Scheduled Weekend Overtime Pay - An employee required to return to his/her work site for duty during his/her scheduled weekend, as defined in Article 14, with at least 12 hours' notice, shall be compensated at an overtime pay rate of time and one-half (1 ½) for all hours worked or shall be compensated for a minimum of three (3) hours at time and one-half (1 ½)(4 ½ hours pay), whichever is greater.

4. Overtime Pay For Holidays Worked - If an employee is required to work on a holiday, compensation shall be made as stipulated in Article 21 of this Agreement.

5. Call Back Pay - When required, the department head or designee may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to his/her work site for duty after the employee has completed his/her shift, departed from the work site and is off duty for a period of time and is requested to return to his/her work site with less than 12 hours' notice. When an employee is called back, the employee shall receive overtime pay for all hours worked on call back or shall be compensated for a minimum of three (3) hours at time and one-half (1 ½) (4 ½ hours pay), whichever is greater. Call back pay shall only be paid for hours worked outside an employee's shift. An employee's regularly scheduled shift shall not be changed to accommodate a call back.

6. Overtime Pay/Compensatory Time Pay and Accruals - Overtime pay provided in this Article is at the rate of time and one-half (1 ½) and shall be made in compensatory time off or overtime cash payment at the discretion of the employee and approval of the department head. Compensatory time off should be used in the following 90 days, but may be accumulated to a maximum of 240 hours. All requests to use compensatory time must be approved at least 24 hours in advance of the time off in accordance with department policy, except in cases of emergency as determined by the department head or designee. An emergency shall not include absences for which sick leave is to be used as defined in Article 24, Section 1, unless all sick leave has been exhausted. An employee's compensatory time balance must equal zero before the employee will be permitted to use vacation leave, unless an employee's vacation leave balance is 225 hours or greater on the last payday in November. Any compensatory time accumulated above 240 hours shall automatically be paid to the employee in cash.

a. Employees may not work overtime without the approval of their supervisor. All overtime must be approved in writing by the employee's supervisor before the overtime is worked and must indicate whether payment is to be made in cash or in compensatory time. Employees working at a remote assignment may be given the written overtime approval at the beginning of the employee's next shift after verbal approval by their supervisor before the overtime is worked.

b. In the event an employee transfers from one department (within the County) to another, all accumulated compensatory time will be paid to the transferring employee in a lump sum payment within 30 days of the effective date of transfer or transferred with the employee at the discretion of the employee. The employee's election to transfer compensatory time shall be subject to the written approval of the receiving Department Head.

7. Standby Time Pay - Due to staff limitations, it may be necessary for a Department Head or designee to issue written assignments to employees to be on standby, to handle overtime work which may arise during other than normal working hours. Standby is defined as time in which an employee is required by the department head or designee to remain at his/her residence or required to carry an electronic pager and be within 30 minutes response capability so that he/she may immediately respond to any calls received. An employee will be compensated for standby time at the rate of one-fourth (1/4) hour pay at his/her regular hourly rate for each one (1) hour period of standby time. Employees on standby called to perform work will be compensated for actual hours worked in accordance with Section 1 of this Article and shall not be subject to the provisions of Section 5.

8. Overtime and standby pay will be added to the payroll for the period during which work is performed and will not be paid for overtime work of less than 15 minutes per day.

9. Overtime and standby pay shall not be paid more than once for the same hours worked.

10. For purposes of this Article, accumulated standby time will not qualify for premium or overtime pay.

11. All employees covered under this Agreement shall be entitled to overtime pay or compensatory time.

ARTICLE 18
Shift Differential

1. Shift differential is defined as the premium authorized to be paid to an employee above his/her regular straight-time hourly rate of pay for working a regularly scheduled shift other than a day shift. A regularly scheduled shift is a shift created by the department that is the same schedule for at least a month. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 a.m., or ends no later than 7:00 p.m. Only regularly scheduled shifts that begin or end outside the 5:00 a.m. to 7:00 p.m. time period shall be eligible for shift differential pay. The amount of shift differential shall be computed as four percent (4%) of base salary for the shift worked. Shift differential will be paid on annual leave and holidays but shall not be paid for sick leave hours or on buy out at the time of separation from the County.

2. If an employee scheduled to work a regularly scheduled day shift works two (2) complete shifts in a row (day and swing shifts), he/she shall receive shift differential and overtime pay for the second shift.

3. If an employee scheduled to work a regularly scheduled day shift works overtime past 7:00 p.m. into a regularly scheduled swing shift but does not complete a second shift, he/she shall receive shift differential pay and overtime pay for all overtime hours worked.

4. If an employee scheduled to work a regularly scheduled swing shift works overtime into the graveyard shift, he/she shall receive shift differential pay and overtime pay for the overtime hours worked.

5. If an employee scheduled to work a regularly scheduled graveyard shift works overtime into the day shift, he/she shall not receive shift differential pay for the hours worked in the day shift but shall receive overtime pay.

6. Irregular or emergency hours worked which do not constitute an entire regularly scheduled shift eligible for shift differential shall not be compensated with shift differential.

7. Shift differential shall not be paid for standby hours.

ARTICLE 19
Acting Pay

To be eligible for acting pay, a permanent status employee must be directed in writing and temporarily accept the duties and responsibilities of a classification of a higher salary than the employee's for a period in excess of five (5) consecutive 8-hour shifts or four (4) consecutive 10-hour shifts worked. The acting employee shall be paid at a rate of four percent (4%) above his/her regular hourly rate or the minimum rate of the classification in which the employee is working, whichever is greater, for the entire

period he/she performs such duties. Acting pay is not paid when the employee acting in a higher capacity is off for a holiday or is in leave status. Acting pay for periods up to thirty (30) calendar days requires the written approval of the Department Head or designee and may not exceed thirty (30) calendar days without the approval of the County Manager or appropriate Assistant County Manager. No acting pay will be given without the appropriate written approval.

ARTICLE 20
Salary Adjustment

BY MUTUAL AGREEMENT, THE FOUR PERCENT (4%) ANNUAL SALARY ADJUSTMENT PROVISION SET FORTH IN PARAGRAPHS 1(C), AND 2 OF THIS ARTICLE SHALL BE REDUCED TO TWO PERCENT (2%) FOR A TWELVE (12) MONTH PERIOD BEGINNING JULY 1, 2012. FOR THE SECOND YEAR OF THIS AGREEMENT, THE ANNUAL SALARY ADJUSTMENT SHALL REVERT BACK TO THREE PERCENT (3%), FOUR PERCENT (4%), OR FIVE PERCENT (5%) AS PROVIDED FOR IN PARAGRAPH 3 AT THE CONCLUSION OF THE TWELVE (12) MONTH PERIOD AFOREMENTIONED.

1. Employees shall be eligible for consideration for a salary adjustment within their salary ranges upon:

    a. Successful completion of a probationary period for probationary employees,
    b. Successful completion of a qualifying period for promoted permanent employees; and
    c. Each anniversary date of his/her employment in such classification annually thereafter until the top of the salary range is reached in that classification. An employee shall be eligible for this adjustment whether occurring at the same or separate time as the probation or qualifying adjustment prescribed above. The anniversary date is normally considered to be that date an employee commences work in that classification to which he/she has been most recently appointed. In the event of an early salary increase, the employee's anniversary date shall be changed to the effective date of the salary adjustment.

2. Employees shall receive their salary increase based on performance evaluations. The performance standards shall be established by a joint committee of four (4) members, two (2) appointed by the Association and two (2) appointed by the department head. The committee shall determine the standards that are needed to receive a meritorious rating. For the purpose of determining eligibility for annual salary adjustments, employees shall meet expected performance standards as described in Section 3. Upon meeting such requirements, employees shall then be eligible for a salary adjustment.

3. Employees may receive a three percent (3%), four percent (4%), or five percent (5%) increase in pay, or have their salary increase denied, based on their performance evaluation. Employees who meet a meritorious level of

performance shall receive a four percent (4%) salary increase. In cases of exceptionally meritorious performance the Department Head may grant an increase of five percent (5%).

4. No employee may be denied a salary increase unless that employee is notified of performance deficiencies, in writing, during the evaluation period, given a performance improvement plan and given a chance to improve and be re-evaluated. In the event the employee is denied an increase, the employee may, within two (2) days of such written notification, request a review before his/her supervisor and the Department Head or his/her designee to discuss the reason for the denial. The review may be attended by the employee, the Departmental Association steward, the supervisor, the Department Head or his/her designee, and upon request of the employee or supervisor, a representative of the Office of Human Resources. The decision of the Department Head or designee shall be final.

5. Within each County department, the procedures used to evaluate an employee shall be uniformly and consistently applied in accordance with the guidelines established by the Office of Human Resources.

6. The following shall not be considered as breaks in creditable service necessary to qualify for salary increases:

   a. Authorized military leave, provided that the person is reinstated within ninety (90) calendar days following other than dishonorable or bad conduct discharge from military service;
   b. Authorized educational leave;
   c. Time during which employee is receiving compensation from the County for an injury or disease arising out of and in the course of his/her employment;
   d. Authorized leaves of absence without pay of twenty-one (21) consecutive calendar days or less within any calendar year;
   e. Authorized leaves of absence with pay;
   f. Periods of qualifying service which immediately precede a layoff or authorized leave of absence; and,
   g. Authorized Association leave.

7. When a salary increase is delayed solely through administrative delay or clerical error or is miscalculated in error, the proper increase shall be made effective retroactive to the date it was due.

8. An employee's salary increase shall be effective the first day of the pay period during which the review date occurs.

9. An employee shall receive a timely performance evaluation in order to determine the appropriate salary increase. If the evaluation is not completed within forty-five (45) days of the scheduled review date, the employee shall receive a four percent (4%) salary increase as if the evaluation had been completed timely and

granted the increase as identified in Section 8 above. Once the evaluation is completed, if the proposed increase is higher than the four percent (4%) granted automatically, the higher increase shall be granted, but not to exceed the top of the employee's salary schedule.

Rewards and Incentives Not Included in the Base Salary:

1. The County and Association agree to explore the development and implementation of new Rewards and Incentives Programs, and improve existing programs, for implemented suggestions and accomplishments by individuals and/or teams for measured cost savings, and improved quality and customer service. Such rewards may be monetary or non-monetary.

2. The program may include, but is not limited to, the following rewards:

   a. Bonuses and/or benefits for team and/or individual accomplishments;

   b. Pay-for-performance system;

   c. Implemented suggestions resulting in cost savings;

   d. Certificates of appreciation and/or accomplishments;

   e. Additional compensation for career accomplishments; and

   f. Reimbursements as an educational incentive.

ARTICLE 21
Holidays

1. For the purposes of this Article, "Holiday Pay" shall be defined as a premium paid to eligible employees for time not worked for the following holidays:

   January 1 (New Years Day)*
   Third Monday in January (Martin Luther King, Jr's Birthday)
   Third Monday in February (Washington's Birthday)

   Last Monday in May (Memorial Day)

   July 4 (Independence Day)*
   First Monday in September (Labor Day)
   Last Friday in October (Nevada Day)
   November 11 (Veterans Day)*
   Fourth Thursday in November (Thanksgiving Day)
   Friday following the fourth Thursday in November (Family Day)
   December 25 (Christmas Day)*
   Employee's Birthday
   Any day the County is required by state law to close for a legal holiday.

The pay for each holiday shall be equal to the employee's work shift (eight (8), nine (9) or ten (10) hours) at the employee's regular straight-time hourly rate. For employees scheduled to work Monday through Friday, holidays shall be observed on the days specified in this Section except when a holiday marked with an asterisk (*) falls on a Saturday or a Sunday. A marked holiday falling on a Saturday will be observed the day before on Friday, and when it falls on a Sunday it will be observed the day after on Monday. For employees working a schedule other than Monday through Friday, holidays shall be observed on the days specified in this Section.

2. The Birthday Holiday is earned on the employee's birthday. The Birthday Holiday shall be taken off on an employee's birthday or during the year following his/her birthday. Employees are not entitled to accumulate Birthday Holidays from year to year.

3. If an employee is scheduled but not required to work the day he/she is to observe a holiday, the employee shall be paid for the holiday as prescribed in Section 1 of this Article. If an employee is required to work on the day he/she is to observe a holiday, the employee shall receive payment at the rate of time and one-half (1 ½) for all hours worked between the hours of 12:01 a.m. and 12:00 midnight in addition to eight (8), nine (9) or ten (10) hours holiday pay at the employee's regular straight-time hourly rate of pay. In those instances where an employee's regularly scheduled shift crosses midnight and the majority of the shift worked falls on a holiday, payment at the rate of one and one-half (1 ½) will be paid for all hours worked in the shift including those hours of the shift that fall outside the actual holiday worked. At no time will this result in overtime for working the holiday in excess of one (1) shift for that holiday.

4. For an employee working a schedule other than Monday through Friday, when a holiday falls during the employee's weekend, the employee shall bank the holiday leave at eight (8), nine (9) or ten (10) hours (depending on his/her work shift schedule), of holiday leave will accrue to a holiday leave balance for use before the end of the last pay period in June following the holiday. On the day following the end of the last pay period in June all unused holiday leave for the preceding year will be forfeited. All holiday leave requests must be approved at least twenty-four (24) hours in advance of the leave.

5. Except as provided below, an employee is eligible for holiday pay if he/she is in pay status for the entire shift prior to and the next shift following the day he/she is to observe a holiday. If an employee calls in sick a day he/she is to observe a holiday, he/she will not be eligible for holiday pay. If an employee leaves work for a sick leave reason, the employee shall be charged sick leave for the remainder of his/her shift and holiday pay shall be prorated based on the length of time actually worked.

6. Overtime payment provided in this Article at the rate of time and one-half (1 ½) shall be made in compensatory time off or cash payment upon the request of the employee and approval of the Department Head. It is understood that a

Department Head's approval will not be unreasonably withheld recognizing, however, the financial constraints of cash payment.

ARTICLE 22
Vacation

1. Accrual of Vacation Leave:

   a. Eligible employees hired or rehired and working on a full-time permanent basis shall earn vacation leave based on months of service at the following rates for each pay period:

MONTHS SERVICE	HOURS PER PAY PERIOD ACCRUED
0-24	3.08
25-96	4.62
97-180	5.54
181 and over	6.15

   b. Vacation leave may not be accumulated to exceed 240 hours at the beginning of any calendar year. Prior to the end of the calendar year, employees with more than 240 hours of leave will be given the option of placing the hours above 240 in the catastrophic leave bank in accordance with Article 23, Sick Leave, Section 3, Catastrophic Leave Program, sell - back vacation leave subject to the conditions outlined in Section 4 (b) herein, or lose the leave. If an employee selects none of the options, then the excess hours will automatically be placed in the catastrophic leave bank.

2. Vacation Eligibility: An employee is not entitled to take accumulated vacation leave or payment until he/she has successfully completed six (6) months of employment with the County and his/her probationary period.

3. Vacation Leave Use: The purpose of vacation benefits is to allow each employee time away from his/her job for rest, recreation, and the pursuit of non-employment objectives. The time when vacation leave shall be taken will be determined by the Department Head or designee after considering department operational needs and the seniority and wishes of the employees. Vacation leave requests must be approved at least twenty-four (24) hours in advance of the leave in accordance with department policy, except in cases of emergency as determined by the Department Head or designee.

   An emergency shall not include absences for which sick leave is to be used as defined in Article 24, Section 1, unless all sick leave has been exhausted. Vacation requests for one (1) shift or less may be granted without the 24-hour notification requirement referred to in this Section. Once a request for vacation leave is submitted to the Department Head or designee, every effort will be made to approve or deny the request in a timely manner.

4. Payment for Vacation Leave:

   a. Except as provided in Article 22, Section 2, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day worked. If this is earlier than the last day of the pay period, the vacation shall be prorated. Payment for unused vacation leave will be at the employee's base hourly rate on the last day worked prior to separation.

   b. Any employee with ten (10) years or more of creditable service is eligible in November of each year to submit a written request to the Director of the Office of Human Resources to be paid for twenty (20) hours of vacation leave, provided the employee has used at least eighty (80) hours of vacation leave or compensatory time or any combination thereof from December 1st through November 30th and carries a minimum accumulated balance of 220 hours. Payment will be paid in December of that year and taxed at the current supplemental tax rate.

5. Death of an Employee: Upon the death of a person in the employ of the County a lump sum payment for vacation time accrued to his/her credit will be made to the employee's beneficiaries or estate.

6. Vacation leave shall not accrue to employees classified as temporary, or part-time hourly.

7. Vacation leave shall be considered only to be time off with pay. Payment for time accrued in lieu of vacation leave will not be allowed except as provided in Sections 4 and 5 immediately above.

ARTICLE 23
Sick Leave

Section 1 - Use of Sick Leave

1. Paid sick leave may be used by employees who:

   a. Are incapacitated to perform job duties because of illness or injury.
   b. Are prevented by public health requirements from being at work.
   c. Need to absent themselves from work for bereavement as outlined in Article 24 of this Agreement.
   d. Are required to absent themselves from work upon incapacitating illness or injury in the immediate family to personally care for that family member.
   e. Need to be absent from work when receiving medical or dental treatment or examination.
   f. Need to be absent when incapacitated to perform job duties because of

pregnancy or childbirth.

g. Need to be absent to care for newborn children.

2. Upon approval of the Department Director or designee, sick leave may be granted for other reasons when the Department Director or designee believes the use of sick leave will have a beneficial effect on an employee's morale and welfare.

3. No County employee shall be entitled to sick leave while absent from duty because of disability arising from an injury purposely self-inflicted or caused by willful or grossly negligent misconduct.

4. Employees shall be subject to the following requirements for the use and payment of sick leave:

   a. Employees who become ill prior to the start of the workday shall call in as required by their departmental work rules at the beginning of their shift.

   b. Employees shall fill out and sign a sick leave form stating the reason for the use of sick leave immediately upon their return to work or stating the need to schedule sick leave for purposes of a medical or dental appointment.

   c. Sick leave forms shall be turned in to the employees' Department Head or other designated authority for approval.

   d. Any employee who reports absent at the start of a shift because of illness or injury who recovers sufficiently during the course of the shift to report to work is required to do so. In such a situation, the employee involved shall only be charged for actual sick leave used to the nearest one-fourth (1/4) of an hour. At all times during a sick leave use period, employees shall be at their place of residence, a medical facility, or a doctor's office or shall notify their Department Head or designee of their whereabouts. The County shall not contact the employee at home once the employee provides the department with his/her location during the course of the illness, unless such contact is necessary in order to obtain information from the employee that is essential to the operational needs of the department.

   e. An employee may request the use of annual leave, compensatory time or leave without pay be granted in lieu of sick leave. Vacation leave shall be approved in accordance with department policy and the approval provisions of Article 22. The use of compensatory time shall be approved in accordance with department policy and the approval provisions of Article 17. Leave without pay shall be approved in accordance with department policy and the approval provisions of Article 24. The practice of advancing sick leave shall not be permitted.

   f. Upon written request from the Department Director or his/her designee, a certificate of illness from a state licensed health care provider in an

appropriate discipline may be required when there is one (1) absence in excess of three (3) consecutive scheduled workdays or whenever there is reason to believe that sick leave benefits are being abused. Additional documentation may be required depending on the seriousness of the medical or dental problem.

g. If an employee's fitness for duty is questioned by the Department Head or designee, the employee may be required to submit a certificate of fitness.

h. Any medical or dental reports or examinations that the County requires of the employee beyond those normally provided to the employee by the employee's usual medical or dental provider shall be paid for by the County.

Section 2 - Sick Leave Accrual and Payment

1. Eligible permanent employees working on a full-time basis shall earn sick leave at the rate of 3.7 hours for each pay period. Employees who have been employed by the County for ten (10) cumulative years of service or longer will receive an additional 0.92 hours of sick leave per pay period. Eligible permanent employees working half time or more (at least 40 hours per pay period) shall earn such leave on a prorated basis. There will be no limit on sick leave accumulation.

2. Employees shall be paid their current straight-time hourly rate for each hour of sick leave used.

3. If a permanent employee separates from the service of the County after three (3) consecutive years of employment, the employee shall receive payment for one-half (½) of his/her sick leave accumulation. An employee's sick leave payoff upon separation shall increase above 50% at the rate of one and one-half percent (1 ½%) for each additional year of consecutive service above ten (10) through twenty (20) years of service. An employee's sick leave payoff upon separation shall increase above 65% at the rate of three and one-half percent (3 ½%) for each additional year of consecutive service above twenty (20) up to a maximum of 100% at thirty (30) years of service. Payment for unused sick leave will be at the employee's base hourly rate on the last day worked prior to separation.

Section 3 - Catastrophic Leave Program

1. Employees holding permanent status may donate leave into the countywide catastrophic leave bank by completing a leave donation form and submitting it to their departmental payroll representative, the departmental payroll representative will forward the request to the Records Division of Finance. The employee must submit both his/her cat leave application and the accompanying physician's certification to Clark County Risk Management no later than thirty (30) days after the onset of the eligible patient's bedridden status. Leave donations may be in a lump sum or on a periodic leave deduction basis. Donations may be made from

vacation leave and/or compensatory time balances. A maximum of forty (40) hours of unused sick leave can be donated if the employee retains a balance of 120 hours after the donation of sick leave. Employees must have a vacation leave balance of at least forty (40) hours after the donation of annual leave.

2. Donated time will be converted to dollars at the hourly rate of the donor. When a recipient is identified, an appropriate amount of dollars will be converted to sick leave at the hourly rate of the recipient.

3. Eligibility for Employee Catastrophic Sick Leave:

   a. An employee must have successfully completed six (6) months of employment with the County and his/her probationary period.

   b. An employee must meet the following definition of catastrophic illness/injury. "Catastrophic illness/injury is an illness or injury that requires inpatient care at a medical facility or that renders an employee bedridden at home. Bedridden is defined as limiting an individual's ambulatory status to home allowing attention to in-home personal care needs, attend physicians' appointments, and receive necessary medical treatment related to their catastrophic illness. The illness or injury cannot be a result of an illegal act, nor can it be self-inflicted."

   c. An employee absent due to an approved service connected disability is not eligible to participate in the Catastrophic Leave Program.

4. Eligibility for Family Catastrophic Sick Leave:

   a. An employee must have successfully completed six (6) months of employment with the County and his/her probationary period.

   b. An employee's immediate family shall include the employee's spouse, child, or parent and must meet the following definition of catastrophic illness/injury. "Catastrophic illness/injury is an illness or injury that requires inpatient or outpatient care at a medical facility or that renders an employee's family member bedridden at home" as defined in Section 3 (b) of this Article. A medical certification from the attending State Licensed Health Care Provider stating the necessity of the employee's presence to care for the family member is required as part of all requests for Family Catastrophic Sick Leave.

   c. Requests for Family Catastrophic Leave from immediate family members employed by the County shall be combined for the purpose of granting leave hours as provided for under Subsection 6 herein.

5. Once an eligible employee has exhausted all accrued paid leave (sick leave, compensatory time and vacation time) as a result of the catastrophic illness or injury, the employee may file a written request with Clark County Risk Management for Catastrophic Sick Leave. The written request must specify the length of time the employee wishes to be covered by Catastrophic Sick Leave and must be accompanied by: 1) a medical statement from the attending state

licensed health care provider explaining the nature of the illness/injury, and an estimated amount of time the employee, or his/her family member, will be receiving care or will be bedridden at home; 2) evidence that the employee has notified his/her Department Head or designee in writing of his/her requested absence for the necessary length of time as estimated by the health care provider; and 3) a schedule of the dates and times the employee will be off from work, as approved by the Department Head or designee, if the employee is requesting intermittent time off to care for a family member.

6. Clark County Risk Management will review the request and verify the employee's eligibility for Catastrophic Sick Leave. If determined eligible, Clark County Risk Management shall grant to the employee an appropriate amount of Catastrophic Sick Leave from the leave bank, provided the balance of the leave bank is sufficient. The eligible employee may take up to 320 hours of Employee Catastrophic Leave or eighty (80) hours of Family Catastrophic Leave. Family Catastrophic Leave shall be used within twenty (20) working days of the date approved. If the employee needs additional hours to get through the elimination period for long term disability, then and only then, under such extraordinary circumstances, the employee may be granted additional hours of Employee Catastrophic Sick Leave. For each occurrence that catastrophic leave is approved, any unused hours will be returned to the Catastrophic Leave Bank.

   Catastrophic leave benefits will not be available to any employee currently receiving disability income benefits from the County's long-term disability insurance carrier.

7. Any donations made to the Catastrophic Leave Program may be targeted to a specific employee at the donating employee's request. Any hours already donated to the Catastrophic Leave Program remain there, including any unused hours for a targeted employee, and may not be returned to the donating employee.

ARTICLE 24
Miscellaneous Leaves

1. Court Leave: Employees required by legal process or required by the County to appear in any court or before the Grand Jury as a juror or witness in a criminal or civil case during his/her work shift shall receive full compensation as though he/she were actually on the job during such time. He/she shall claim any jury, witness, or other fee to which he/she may be entitled by reason of such appearance and pay such fees, except mileage, to the County Treasurer within three (3) working days of receipt, to be deposited in the applicable fund of the County. An employee working other than a day shift appearing in court for the stated reasons for four (4) hours or more will be given his/her next regular shift off with pay providing that the employee meets all other conditions of this Section. Employees appearing in court for the stated reasons on scheduled twenty-four (24) hour periods off shall retain any and all remuneration as may be authorized for such appearances. Notation will be made on the time and

attendance report for the shifts of court leave granted to the employee while absent from his/her regular scheduled duties. If the employee is not selected for jury duty or is released from testimony, he/she shall return to duty if released during scheduled work shift hours. In those cases where an employee elects to retain jury duty or witness fees such time shall not be counted as time worked for the purpose of determining overtime, and the employee will not be considered on court leave for the time absent from work.

No civil case shall be covered by this Article in which the employee has an interest.

In accordance with NRS 6.190, a person is summoned to appear for jury duty, the employer and any employee, agent or officer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:

a. Require the person to use sick leave or vacation time; or
b. Require the person to work;
    1. Within eight (8) hours before the time at which the person is to appear for jury duty; or
    2. If the person's service has lasted for four (4) hours or more on the day of his/her appearance in a jury duty, including the person's time going to and returning from the place where court is held, between 5 p.m. on the day of his/her appearance for jury duty and 3 a.m. the following day.

2. Military Leave: Any permanent employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard or Marine Reserves shall continue to receive their regular pay from the County as prescribed by NRS 281.145, and any benefits as provided in the Uniformed Services Employment and Reemployment Rights Act of 1994.

3. a. Authorized Leave Without Pay: Upon written application to the Department Head, a permanent status employee may, in the County's sole discretion, be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days, without prejudice to his/her status, but no vacation or sick leave credits shall accrue during any such leave period. Without approval of the Department Head and the Clark County Human Resources Director, leave without pay may not be granted until all accumulated annual leave is used. Disciplinary leave without pay may be imposed when annual leave is still available. Any additional leave must be recommended by the Department Head and approved by the County Manager.
   b. Unauthorized Leave Without Pay: If and when an employee fails to obtain proper authorization from his/her manager and/or supervisor to be away from the worksite, he/she may be progressively disciplined up to and including termination.

4. Parental Leave: Upon written application to the Department Head, an employee

shall be granted a leave of absence of up to three (3) months for the purpose of caring for newborn children up to six (6) months old or legally adopting a child(ren). No vacation or sick leave credits shall accrue during the duration of any period of leave without pay. Employees are not required to use up annual leave and sick leave benefits before taking parental leave without pay. Any unpaid leave shall be taken as one (1) continuous leave period. Employees, at their discretion, may use none, any or all of their sick leave and/or annual leave in the 3-month parental leave period. Parental leave of more than three (3) months is at the discretion of the Department Head, and if approved, the employee may use annual leave, sick leave, or leave without pay under the provisions of Articles 22, 23, and 24 of this Agreement.

5. Blood Donor Leave: Employees will be granted the necessary time off, up to four (4) hours during their work shift, for the purpose of donating blood when participating in a County authorized and/or sponsored blood donation drive. In no event shall an employee be eligible for overtime as a result of donating blood.

6. Education Leave: Upon written application to the Department Head, an employee may, in the County's sole discretion, be granted educational leave without pay for a period not to exceed ninety (90) calendar days, without prejudice to his/her status, but no vacation or sick leave credits shall accrue during any such leave period.

7. Application and Examination Leave: An employee shall be permitted reasonable time off with pay during his/her shift to submit an application and/or take a scheduled examination for County promotional or transfer opportunity. In no case shall an employee become eligible for overtime as a result of competing for a promotional or transfer opportunity. An employee shall notify his/her supervisor immediately upon receiving a letter from Clark County Human Resources of the date and time that he/she is scheduled to attend an interview or examination.

8. Bereavement Leave: An employee shall be granted a leave of absence of up to three (3) days for the purpose of bereavement and to attend the funeral of a member of the employee's immediate family (immediate family shall be defined as the employee's spouse, mother, father, brother, sister, child, foster child, stepchild, grandchild, and grandparent, or any in-law of the employee's bearing any of the previously specified relationships). Employees, at their discretion, may use sick, vacation, and/or compensatory time during the authorized bereavement leave period.

ARTICLE 25
Benefit Eligibility

1. Eligibility for increased entitlements to sick leave, vacation and longevity shall be determined by the total amount of service commencing with appointment to a permanent budgeted position.

2. Should an employee who left County service in permanent status, worked three

(3) consecutive years, and gave, when applicable, two (2) weeks termination notice be rehired, that employee may regain all previously unused sick leave, provided the employee reimburses the County for whatever unused sick leave was paid the employee at the time of separation. Such reimbursement shall be paid before an employee is entitled to use such sick leave. The County must give the employee notice of this option upon rehire and the employee must either accept or decline this option within sixty (60) days following the successful completion of his/her probationary period. If the employee accepts the repayment option, the repayment must be completed within six (6) months following the successful completion of his/her probationary period.

3. Increased entitlements will include all previous employment that ceased under honorable conditions or as a result of an involuntary layoff as provided in Article 12.

ARTICLE 26
Service Connected Disability

All eligible members shall be covered by a Workers Compensation Program of the County's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS Chapter 616 or 617, he/she may receive, in addition to the compensation as provided by NRS Chapter 616 or 617, a supplemental amount from the County which would cause the total amount received by the employee from the service-connected disability and the County to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 340 work hours for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the County.

2. It is the intent of the County to pay the on-the-job injured employee (as outlined in this Section) the difference between full biweekly salary and that provided pursuant to NRS Chapter 616 or 617 as salary continuance. Therefore, the employee shall return to the County all temporary total disability payments received which were made under NRS Chapter 616 or 617 covering the period enumerated in Section 1 of this Article. No supplemental benefit shall be paid until after the employee's lost-time benefit check has been deposited with the County Treasurer.

3. If an employee entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 340 work hours is unable to return to work,

he/she may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the County as provided in NRS Chapter 281.390. If the employee is receiving no compensation for time missed from work through the Worker's Compensation Program, the employee must use leave benefits to fully account for any absence.

4. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work through the Worker's Compensation Program, he/she will be permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided that the employee has so elected to use his/her vacation leave as sick leave, the employee's compensation will be limited to that provided by NRS Chapter 616 or 617 and the employee will be placed in a leave without pay status. However, through written justification to the Clark County Human Resources Director, exceptions to this Article may be approved by the County Manager.

5. If, as a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to his/her regular County job within a 12-month period, the County may require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedure set forth in Article 10, Section 2.

ARTICLE 27
Retirement Contribution

1. The County will pay the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286. Any increase in the percentage rate of the retirement contribution above the rate set forth in NRS Chapter 286 on May 19, 1975, shall be borne equally by the County and the employee and shall be paid in the manner provided by NRS Chapter 286. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.

2. The term "retirement contribution" does not include any payment for the purchase of previous credit service on behalf of any employee.

ARTICLE 28
Group Insurance

1. To be eligible for group insurance, an employee must occupy a permanent budgeted position and work at least twenty (20) hours per week and meet the necessary qualifying periods associated with the insurance program. The County will then be responsible for the prorata share of the premium based on hours worked as a percentage of forty (40) hours per week. Any employee who is on an authorized leave without pay status over thirty (30) consecutive calendar days will be responsible as of the 31st day for reimbursing the County for the employee's insurance premium, the total dependent coverage insurance premium and the total long-term disability insurance premium from that day forward.

2. If the leave without pay status does not coincide with the premium payments, then any such premiums shall be prorated.

3. Employees who elect to have group insurance shall pay the following percentage of the total health and dental insurance premium per month.

PERCENTAGE	
Employee Only	5.5%
Employee & Spouse	10.0%
Employee & Children	7.0%
Employee & Family	10.5%

All employees hired after June 21, 2011, will pay 10% of the total health and dental insurance premium per month.

ARTICLE 29
Life Insurance

1. The County shall pay 100% of the premium cost of a group life insurance policy providing, to each employee, an amount of coverage of no less than $15,000 or no more than $20,000.

2. The Association, at its discretion, may offer additional supplemental insurance benefits to members of the bargaining unit the cost of which shall be borne by the member. Neither the Association nor its authorized agent shall have the right to solicit enrollment during normal working hours. The Association agrees to comply with all accounting and payroll deduction procedures as established by Clark County.

ARTICLE 30
Long Term Disability Insurance

1. The County will provide long term disability insurance to employees who occupy a permanent budgeted position and work at least twenty (20) hours per week. Employees must meet the qualifying requirements associated with the plan.

2. The County will pay a maximum premium of $18.75 per month for each eligible employee toward the LTD Plan. The initial benefits of the plan will be determined based on the maximum premium in effect as of January 1, 2011. Effective July 1, 2011, the County will increase the premium by three percent (3%) annually through the term of this Agreement to maintain the initial benefits of the plan. This contribution in no way guarantees a specific level of benefits, nor once a plan is adopted, for those benefit levels to continue if the premium exceeds the maximum monthly contribution.

ARTICLE 31
Longevity

1. Creditable Service for Longevity Computation: Periods of permanent full-time employment with the County of Clark shall be considered as creditable service for the purpose of computing longevity eligibility. Any period in which an employee, while employed by the County of Clark, is called into the active military service of the United States Armed Forces involuntarily will be considered as creditable service for computation of longevity pay. Employees hired on, or before July 1, 2010, shall be entitled to longevity pay in addition to their base salary upon completion of eight (8) full years of creditable service. Employees hired after July 1, 2010, will be ineligible to receive longevity pay.

   a. Longevity shall be paid annually, in a lump sum amount, during the first pay period following the employee's anniversary hire date, as adjusted for below conditions where applicable. Longevity payments shall be prorated from the anniversary hire date, as adjusted, for employees separated for any reason. Longevity rates for eligible employees shall be paid at the rate of .57 of 1% per year for each year of creditable service. Overtime pay or compensatory time shall not be considered in the calculation of longevity pay.

2. Non-Creditable Service for Longevity Computation:

   a. Any period that an employee is on any leave of absence without pay over a period of twenty-one (21) consecutive calendar days in a calendar year will be deducted from the creditable service for longevity pay.

   b. Period or periods of service in the active military service of the United States Armed Forces in which the employee enlisted voluntarily for active service other than period of war time or national emergency.

   c. Suspension periods as a result of disciplinary action.

ARTICLE 32
Private Automobiles

1. Where an employee is required by a supervisor to use his/her private automobile in the performance of County business, he/she shall be reimbursed at the rate as established by NRS for each mile actually traveled in the performance of such County business. If an employee is required to use a passenger vehicle in the performance of his/her job, the County will make every effort to provide a County vehicle for use. In the event the employee is required to transport a client for any purpose the County must provide an appropriate vehicle.

ARTICLE 33
Clothing and Equipment

The County reserves the right to designate the uniform to be worn.

Effective July 1, 2011, the County shall provide a combined clothing and equipment allowance of $1,000.00. The rate of this allowance will remain in effect for twelve (12) months from the date of this Agreement. This allowance shall be paid the first paycheck in July.

ARTICLE 34
Time and Attendance

1. Scheduled absences occur when an employee's use of vacation leave, compensatory time, sick leave, catastrophic leave, holiday leave, or any leave provided by Article 24 of this Agreement has been authorized in writing by an employee's Department Head or designee in advance of the leave.

2. Unscheduled absences occur when an employee is absent without appropriate prior approval as defined in Paragraph 1 of this Article. Unscheduled leave for bereavement purposes of up to three (3) shifts per occurrence shall not be considered an unscheduled absence.

3. An employee is considered tardy when the employee does not begin to perform assigned duties at the start of his/her designated shift. In addition, tardiness of fifteen (15) or more minutes shall be reported as leave without pay rounded to the nearest one-fourth (1/4) of an hour.

4. The determination of whether an employee's attendance is acceptable or unacceptable shall be based on unscheduled absences and tardiness in a designated period in accordance with the department attendance policy. An employee's absence due to an approved service connected disability is addressed in Article 26 of this Agreement and such absences shall not be considered in determining an employee's attendance rating for a formal performance appraisal.

5. An employee's attendance shall be one of the factors included in a formal performance appraisal but shall not be used as the decisive factor in a salary adjustment decision.

ARTICLE 35
Clark County's Substance Abuse Policy

POLICY ON DRUG AND ALCOHOL FREE WORKPLACE

It is the policy of Clark County and the Clark County Deputy Sheriff's Association to foster and provide a drug and alcohol free workplace for all employees. A drug and alcohol free workplace protects the safety of the public as well as the County's valuable workforce.

While the County will be supportive of those who seek help voluntarily, the County will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

1. Guiding Principles:

   There are four (4) guiding principles underlying the adoption of this policy.

   They are:

   a. Education - The County and Association believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.

   b. Deterrence - The County and Association are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying or selling drugs or alcohol in the workplace, and are prohibited from reporting to work or being subject to work (specifically on standby or on break) with prohibited drugs active in their systems or while under the influence of alcohol.

   c. Enforcement - The substance abuse policy will be strictly enforced. Violations of the policy or procedures will be cause for discipline, up to and including termination of employment.

   d. Treatment - The County and Association are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options.

2. Policy Purposes:

   The purposes of the substance abuse policy are:

a. To implement a fair and balanced approach to eliminating substance abuse and its effects on the job;

b. To protect the public and employees; and

c. To provide a strong incentive for voluntary rehabilitation and return to work.

3. Rules:

The County and Association have formulated clear rules and penalties to ensure compliance with the substance abuse policy. The primary rules are:

ALCOHOL

a. The consumption of an alcoholic beverage by an employee on duty will result in immediate termination with no Last Chance Agreement. The possession of an open alcoholic beverage by an employee on duty shall be cause for disciplinary action up to and including termination. The only exception to disciplinary action for the possession of an open alcoholic beverage while on duty is when the handling of an open alcoholic beverage is incidental to the employee's assigned duties.

b. An employee will also be subject to disciplinary action up to and including termination and may be placed on a Last Chance Agreement when the consumption of alcoholic beverages is at a time proximate to his/her work time, has an adverse effect on his/her work performance, causes impairment while on duty or on standby, or creates a risk of harm to self, others, or County or private property.

c. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended, revoked, temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including termination.

d. The felony conviction of an employee as a result of alcohol while off County premises and not on duty shall be cause for disciplinary action up to and including termination.

DRUGS

a. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by an employee in the work place or during work hours is prohibited. Employees in violation of this

policy will be terminated with no Last Chance Agreement.

b. The use of any drug, which negatively affects performance, or the ability of an employee to work in a safe manner may be cause for discipline where the employee knew or should have known that the drug would adversely diminish his/her capabilities to perform the job. For the purpose of this policy, the term "drug" shall include but not be limited to sedatives (i.e. valium, downers), stimulants (i.e. speed, uppers), hallucinogens (i.e. LSD), cocaine, crack, cannabinoids (i.e. marijuana), opiates, phencyclidine (PCP), and volatile solvents (inhalants).

c. Whenever an employee is prescribed a drug by a licensed health care provider or uses an over-the-counter medication, which may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor. An employee who fails to notify his/her supervisor may be subject to disciplinary action up to and including termination and may be placed on a Last Chance Agreement when the use of drugs by that employee contributes to an accident or incident that results in property damage or injury to a person. Supervisors shall ensure that employees are not placed in capacities that may jeopardize the safety of others.

d. The possession or use of illegal drugs while off County premises and while not on duty may be cause for discipline up to and including termination, where such conduct can be shown to have a direct and material adverse effect on the County's interests, including public image.

e. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended, revoked temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including termination.

f. The felony conviction for the possession or being under the influence of illegal drugs while off County premises and while not on duty shall be cause for disciplinary action up to and including termination.

g. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate termination with no Last Chance Agreement.

h. Employees must notify their immediate supervisor of any personal criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction. Failure to notify the immediate supervisor shall result in disciplinary action.

DRUG AND ALCOHOL TESTING

The County may require an individual to submit to a drug and alcohol test under the following circumstances.

1. Pre-Employment:

   Clark County Human Resources will identify specific job classifications that require an applicant selected as a new hire to take and pass a drug and alcohol screening. A positive result from the drug and/or alcohol screening may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties and responsibilities. If a legal drug screen is positive, the applicant must provide, within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen and it must be in the applicant's name.

   If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will not be hired.

2. Reasonable Cause:

   An employee will be required to undergo immediate drug and alcohol testing in accordance with the following procedures if there is reasonable cause that the employee is under the influence of a drug and/or alcohol. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts. Examples of circumstances, although not inclusive, which constitute a basis for determining reasonable cause are specified on the "Observation/Incident Report" included as part of this policy.

3. Post-Accident:

   An employee involved in an accident while on duty may be required to undergo a drug and alcohol test when there is:

   a. Property damage, and/or

   b. Personal injury

4. Testing Procedures for Reasonable Cause and Post-Accident:

   a. Any supervisor evaluating an employee for reasonable cause shall complete the Clark County "Observation/Incident Report". The Observation/Incident Report shall be sent to the appropriate Department Head and the Employee Relations Division of the Clark County Office of Human Resources. Supervisors and managers will not be permitted to use this policy as a vehicle to harass employees. Supervisors and

managers shall be subject to the disciplinary process up to and including termination if they engage in harassing behavior towards employees.

b. The suspected employee shall be afforded the right, if he/she so desires, to request that, in addition to the first supervisor, another on-duty supervisor provide a second opinion as to reasonable cause. If another supervisor is not able to report to observe the suspected employee within thirty (30) minutes due to the distance a second supervisor would have to travel to observe the employee, the employee's request for a second opinion will not be granted.

c. If the employee is an eligible member of a bargaining unit, the first supervisor advises him/her of his/her right to have an Association representative prior to testing and allow the same thirty (30) minutes for an Association representative to appear. If mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for an Association representative.

d. If it is determined that reasonable cause exists, the employee shall be relieved of duty and transported to a drug testing specimen collection site for a drug and alcohol screening. Once the test sample is collected, arrangements will be made to have the employee transported home. The sample will be tested and confirmed and chain of custody maintained by a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory facility. A sufficient amount of a sample will be taken so that, at an employee's request and expense, an alternative SAMHSA testing facility may be used to test the same sample; chain of custody will be maintained between testing facilities. An employee who is incapacitated to the point that he/she cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol.

e. Advise the employee that he/she will remain on paid status until the test sample is collected. After the sample is collected the employee will be placed on leave in the following order as leave benefits are exhausted (sick leave, compensatory time, vacation leave, leave without pay) until the County receives the test results. If the test is negative, the County will make the employee whole.

f. The results will be delivered by mail or carrier to the Employee Relations Division of the Clark County Office of Human Resources, who will then immediately notify and make a copy of the report available to the employee. The employee's department head or designee will be notified whether the test results are positive or negative.

A drug test will be considered positive if the confirmation cutoff levels

established by the SAMHSA are exceeded. An alcohol test will be considered positive if the blood alcohol content is .08 percent or greater, or the limit specified in NRS 484.0135 or other applicable law if less than .08 percent.

g. Refusal to submit to a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol shall be considered a positive test result and the employee shall be placed on a Last Chance Agreement.

DISCIPLINARY PROCEDURES FOR A POSITIVE DRUG AND/OR ALCOHOL TEST

1. A positive drug and/or alcohol test requested as a result of an accident, which causes injury to a person, or property damage will be cause for disciplinary action in accordance with Section 3 below.

2. A test resulting in a positive outcome for a legal drug will result in the following actions:

   a. The employee may be disciplined for the performance or behavior that established reasonable cause to test the employee.

   b. The employee will provide, within twenty-four (24) hours of request, a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor, the employee will be subject to disciplinary action in accordance with Section 3 below.

   c. Before the employee may return to work, the employee must provide the Department Head with a certificate of fitness/return-to-duty form from the prescribing physician/state certified health care provider. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions.

3. A test resulting in a positive screen for an illegal substance or the abuse and/or misuse of a legal drug or controlled substance will result in the following action:

   a. First offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and shall be required to sign and successfully complete the conditions of a Last

Chance Agreement which includes rehabilitation and aftercare.

b. Before the employee may return to work, the employee must provide the Department Head with a certificate of fitness/return-to-duty form from the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to work. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions. This must occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination.

c. Second offense: The employee will be suspended without pay pending termination.

4. A test resulting in a positive screening for alcohol will result in the following action:

a. First offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to seek assistance through the Employee Assistance Program. The employee will be required to provide a certificate of fitness/return-to-duty form from the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to work. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions. This must occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination.

b. Second offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to sign and successfully complete the conditions of a Last Chance Agreement which includes a rehabilitation and aftercare program.

c. Third offense: The employee will be suspended pending termination, unless the employee's Department Head decides not to terminate the employee based on mitigating circumstances.

If the Department Head chooses not to terminate the employee, the Department Head shall follow the second offense procedure in this Section.

LAST CHANCE AGREEMENT

Refusal to sign a Last Chance Agreement shall be considered just cause for termination. The Last Chance Agreement shall be the final step before termination in the disciplinary process.

The treatment and aftercare portion of the Last Chance Agreement will be monitored for compliance by the Employee Assistance Program. The Last Chance Agreement shall require at least the following:

1. The employee to contact the Employee Assistance Program within five (5) working days of employee notification of a positive drug or alcohol test.

2. Compliance with and satisfactory completion of treatment by a Substance Abuse Prevention and Treatment Agency certified rehabilitation/program or provider. The Employee Assistance Program will assess, determine and recommend the appropriate level of treatment and provider options. The program/provider may be selected by the employee.

3. Enrollment and continued attendance in an aftercare program, as necessary.

4. Certificate of fitness/return-to-duty form signed by the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to work. This must occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination.

5. A minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. An employee's department head or immediate supervisor, as approved by the Department Head, may require testing at any time the employee is on duty.

At that time an employee signs a Last Chance Agreement, or otherwise voluntarily seeks assistance, they shall be advised that EAP counseling is available through the off-site Clark County EAP. Alternative EAP is available through the University Medical Center EAP and the Clark County Fire Department EAP upon request.

The availability of this alternative is predicated upon the employee having a bona fide conflict with Clark County's EAP and the alternative Employee Assistance Program has the ability to accept the employee based on their availability of resources.

CONFIDENTIALITY

With the exception of the laboratory testing facility, the Employee Relations and Employee Assistance Division of the Clark County Office of Human Resources, the tested individual, and the Risk Management Division for workers' compensation incidents, the medical record shall not be released to anyone without express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as court ordered subpoena, or in connection with a disciplinary proceeding.

To ensure the confidentiality of employees' medical records, laboratory reports, test results, and Observation/Incident Reports shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical record that will be securely kept under the control of the Clark County Office of Human Resources.

TRAINING

Training is an essential element in assuring the effectiveness of the drug and alcohol free workplace program. Supervisors and employees must be kept informed of not only the policy and procedures of this drug and alcohol program but of the programs available to them, which promote wellness and safety. Supervisor training will be made available; individual consultation by the Employee Assistance staff will be available upon request.

1. Supervisor Training:

   Topics include:

   a. Developing working knowledge of drug and alcohol policy and drug testing procedures.

   b. Developing working knowledge of impact of substance abuse in the workplace.

   c. Developing working knowledge on identification of possible impaired employees through symptom recognition and job performance standards.

   d. Developing skill in application of procedures to effectively approach and appropriately handle questionable behavior with employees.

   e. Becoming knowledgeable in available resources and procedures for referral such as the Employee Assistance Program.

f. Learning effective participation in monitoring a Last Chance Agreement.

g. Learning the critical issues regarding confidentiality and employee rights.

2. Employee Awareness Training:

Topics include:

a. The drug and alcohol policy and drug testing procedures.

b. Impact of drugs and alcohol in workplace.

c. Available resources for assistance including the Employee Assistance Program.

d. Effects, signs and symptoms of alcohol and the drugs tested for.

e. The Last Chance Agreement.

f. Confidentiality and its application in the drug and alcohol policy.

OTHER LAWS, STATUTES OR REGULATIONS

Clark County is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem qualifies them under the Americans with Disabilities Act.

The provisions of any applicable law, statute, regulation or ordinance (i.e. The Omnibus Transportation and Employee Testing Act of 1991 and the Federal Highway Administration and Department of Transportation rules of February, 1994) shall control in the event of any conflict with the provisions of this policy.

DEFINITIONS

DRUG AND ALCOHOL TEST: For the purposes of this policy, drug and alcohol test means a test for the detection of at least the following: alcohol, amphetamines, barbiturates, cocaine, propoxyphene, benzodiazepines, marijuana, methadone, methaqualone, opiates, and phencyclidine (PCP).

FIRST SUPERVISOR: A supervisor from any department, who has been through the Supervisor Training Program specified in this policy, who first observes different or abnormal behavior of an employee.

ILLEGAL DRUGS: Any drug (a) which is not legally obtainable; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not

legally obtained and prescribed drugs not being used for prescribed purposes.

LEGAL DRUG: Prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

ON DUTY: Assigned work hours excluding paid and unpaid leaves.

SECOND SUPERVISOR: A supervisor from any department, who has been through the Supervisor Training Program specified in this policy, who is called in to assist in the assessment of the different or abnormal behavior of an employee.

SAMHSA: Substance Abuse Mental Health Services Administration.

SUBSTANCE ABUSE: The misuse or illicit use of alcohol and/or drugs including controlled substances.

ARTICLE 36
Entire Agreement

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. However, all other provisions contained in and through existing rules, policies, regulations and practices which may provide benefits applicable to this bargaining unit will continue to be granted to bargaining unit employees unless specifically modified by the terms of this Agreement.

ARTICLE 37
Conflicting Agreements

1. This Agreement supersedes all personnel rules heretofore in effect by the County relating to those subjects addressed by the provisions of this Agreement to the extent such rules are in conflict with the terms of this Agreement. This Agreement does not preclude the County from formulating new or additional rules and guidelines, which are consistent with the terms of this Agreement or the provisions of the NRS, subject to the procedures of this Article 37.

2. Every employee not excluded from the bargaining unit shall be given a copy of the Clark County Merit Personnel System Manual and the CCDSA Agreement. Additions and amendments to the Clark County Merit Personnel System Manual will be forwarded to the Association for review at least forty-five (45) calendar days prior to the effective date of adoption.

3. It is the County's intention that rules, policies, procedures and directives are to be interpreted and applied uniformly to all employees in this bargaining unit under similar circumstances. This in no way precludes the individual departments from promulgating their own rules and procedures providing that such rules and/or procedures are not inconsistent with the terms of this Agreement and the Clark County Merit Personnel System. In the event of a conflict between the Clark

County Merit Personnel System and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Department rules and policies will be reviewed and approved by the Clark County Office of Human Resources for consistency with the Clark County Merit Personnel System and this Agreement before implementation. The Association will be provided with a copy of all department rules and policies approved by the Clark County Office of Human Resources prior to implementation within the department. The department will provide each employee with a copy of department rules and policies. A copy of all approved department rules and policies will be kept on file in the Clark County Office of Human Resources.

ARTICLE 38
General Savings Clause

1. If any provision of this document or any application of the document to any person or persons covered herein be found contrary to federal law or the NRS, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in federal law or the NRS that would invalidate or supplement any provision of this Agreement, excluding changes in NRS Chapter 288, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.

2. In the event NRS Chapter 288 is amended, the County and Association, through a committee of not more than five (5) representatives each, will meet within thirty (30) days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

ARTICLE 39
Retiree Health Account Plan

Retiree Health Account Plan for post-retirement medical benefits.

1. The County agrees to maintain the Retiree Health Account Plan for employees.

2. Employees may make contributions to this plan, at any time, in accordance with the provisions with the plan.

3. The County agrees to match employee contributions to the Retiree Health Account Plan, as approved by the Board of County Commissioners, for employees with fifteen (15) or more years of County service. The County's matching contribution shall be limited to a maximum of $480.00 per calendar year for a period not to exceed five (5) calendar years prior to the date the employee retires into the Nevada Public Employees Retirement System (PERS). The County contribution will be posted to the employee's account at the end of the calendar year.

4. Employees accepted for participation in the Voluntary Separation Program are ineligible for further matching County contributions under this plan.

5. The County shall provide each participant in the plan with an annual statement detailing all monies contributed to the plan, investment income, and medical insurance premiums paid.

ARTICLE 40
Shift Assignment

1. The County and the Association agree that a bid shift procedure based on seniority will be implemented within three (3) months of the ratification of this Agreement. The bid shift procedures will apply to any position classification in any department where employees occupying those positions are scheduled to day and non-day shifts, as defined in Article 18. The procedure is as follows:

   a. No less than once every year, all permanent employees covered under this Agreement who occupy a position classification in a department where employees work both day and non-day shifts shall be allowed to submit a bid for the purpose of expressing a shift preference and days off (as days off are part of a posted shift). Bids should be submitted to the employee's Department Head or his/her designee in accordance with the procedures as outlined within that department.

   b. The County shall schedule employees to available shifts and days off (as days off are part of a posted shift) according to the bids submitted and the seniority of the employees, and shall advise the Association and affected employees of the schedules.

2. Seniority shall be determined according to an employee's length of service in a position classification within a department. If two (2) or more eligible employees have identical seniority levels, the employee with the greater length of service with the County, as determined by the employee's hire date, shall be given bid preference. If a tie still remains, preference will be given based on the last four (4) digits of the employee's social security number with the smaller number being first.

3. Prior to scheduling employees to available shifts, pursuant to Section 1 (b) herein, the Department Head shall have the exclusive right to exempt specific employees from the bid shift procedure noted herein on the basis of operational requirements. This provision will not be utilized to exempt entire classifications.

4. Employees exempted from the bid shift process, along with the Association, shall be notified in writing of their exemption from the bid shift process. Any employee exempted from the bid shift process may request that the County Manager reconsider (sustain or overturn) their exemption from the process on the basis of operational requirements.

ARTICLE 41
Terms of Agreement

1. This Agreement shall be effective April 17, 2012, and shall remain in effect until the last day of June 30, 2014, and shall continue from year-to-year thereafter unless the County and the Association agree to change, amend, modify or terminate this Agreement pursuant to the provisions of NRS Chapter 288.

2. Consistent with Article 37 herein, this Article does not preclude informal discussion between the parties of any matter, which is not subject to negotiation or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

3. The salary schedules and ranges currently in effect, as shown in Appendix B shall remain unchanged through June 30, 2013.

4. The salary schedule and ranges for the period from July 1, 2013, through June 30, 2014, may be reopened, except as provided in Article 27, Retirement Contribution consistent with NRS 286, at written request of either the Association or County. Such written request shall be provided to the other party no later than February 1, 2013.

5. Further in accordance with NRS 288, the Association and County may choose to re-open one (1) article for negotiation in addition to the wage reopener language contained in Appendix B for the second year of this agreement.

For the County:

Susan Brager, Chair
Board of County Commissioners

For the Association:

Derrick B. Pearson, President
Deputy Sheriff Association and The Nevada Association Of Public Safety Officers/ Communication Workers Of America 9110

For the County:

Donald G. Burnette
County Manager

For the Association:

Jeffrey S. Bergstrom, Vice-President
Deputy Sheriff Association and The Nevada Association of Public Safety Officers/ Communication Workers of America 9110

For the County:

Edward M. Finger
Assistant County Manager

APPENDIX A
Clark County Deputy Sheriff
List of Classifications

Schedule	Class Code	Job Title
S01	N46342	Deputy Sheriff I
S02	N46343	Deputy Sheriff II
S03	N46345	Sr. Deputy Sheriff

APPENDIX B

Clark County Deputy Sheriff Field Officers
Salary Schedule & Ranges
April 17, 2012 – June 30, 2012

Schedule	Class Code	Job Title		Minimum	Maximum
S01	N46342	Deputy Sheriff I	Annual	$44,928.00	$69,638.40
			Biweekly	$1,728.00	$2,678.40
			Hourly	$21.60	$33.48
S02	N46343	Deputy Sheriff II	Annual	$48,464.00	$75,150.40
			Biweekly	$1,864.00	$2,890.40
			Hourly	$23.30	$36.13
S03	N46345	Sr. Deputy Sheriff	Annual	$52,353.60	$81,161.60
			Biweekly	$2,013.60	$3,121.60
			Hourly	$25.17	$39.02

APPENDIX C

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APPENDIX D
Definitions

Unless the context otherwise requires, the words and terms used in this Agreement shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as such appears in this Agreement and, if no context is apparent, shall be given there plain and ordinary meaning.

SECTION 1

1. Actual Service The number of days actually worked on the job. Sick leave with pay, vacation with pay, injury or illness incurred in the County service during the period the employee is receiving compensation from the County and absence on temporary military duty or Association leave shall be considered time worked for the purposes of determining actual service.

2. Appointing Authority An official having authority to legally make appointments to positions in the County service.

3. Arbitrator An impartial third party chosen in accordance with the provisions of the Agreement for the purpose of deciding appropriate grievances submitted in accordance with such Agreement.

4. Base Salary That rate of pay provided to an employee as compensation reflected in the salary appendices in exchange for services provided exclusive of any cash or non-cash benefits.

5. Break in Service Those periods during which an employee is not in pay status and is ineligible to accrue annual leave, sick leave, longevity and other benefits unless otherwise delineated in the Agreement.

6. Certificate of Fitness A signed statement from a state licensed health care provider indicating whether an employee is medically able to perform regularly assigned job duties without restriction or limitation.

7. Certificate of Illness A statement signed by a state licensed health care provider describing the type and extent of disability causing absence from job duties. Such statement shall, if possible, also include the provider's opinion as to when and if an employee is able to return to assigned job duties.

8. Compensatory Time Paid time off due an employee in lieu of overtime pay.

9. Continuous Service That service commencing with appointment to a permanent budgeted position and continuing until separation from County service minus any breaks in service.

10. Demotion The movement of an employee from one classification to another classification with a lower salary range.

11. Department Head Appointed or elected official directly responsible to the County Manager, Assistant County Manager(s), or the electorate for the overall administration of a department.

12. Emergency A situation during which the needs of the department require a position to be filled immediately due to operational needs and the delay would cause substantial problems in completing the mission of the department.

13. Initial Appointment First position held by an individual in the competitive service of the County.

14 Job Vacancy A budgeted position in the competitive service to which an appointment has not been made.

15. Local Government Employee Management Relations Act Chapter 288 of the Nevada Revised Statutes and the Nevada Administrative Code, along with any amendments thereto and judicial interpretations thereof.

16. Negotiations The process of collective bargaining between the County and the Association in determining the relationship between both parties, conditions of employment, and compliance with such conditions.

17. Overtime Pay Money due an employee for the hours he/she is required by his/her supervisor to work overtime.

18. Part Time Hourly Employee One who is hired to fill a part-time hourly position and normally works twenty (20) hours or less per week. Such employees are paid only for the actual hours worked and are not eligible for any other benefits of employment. Part-time hourly employees are not covered by this Agreement.

19. Part-Time Hourly Position A position in the non-competitive service having an irregularly scheduled work week (normally 20 hours or less per week).

20. Permanent Employee One who has successfully completed his/her initial probationary period in a permanent position.

21. Permanent-Intermittent Employee One who has successfully completed his/her initial probationary period in a permanent-intermittent position and works a regularly scheduled workweek of twenty-one (21) hours or more but less than forty (40) hours. Such employees accrue all fringe benefits as set forth in the Agreement on a prorated basis.

22. Permanent-Intermittent Position A permanent position in the competitive service, which requires twenty-one (21) hours, or more but less than full-time employment.

23. Permanent Position A budgeted position in the competitive service with a

normally - scheduled workweek of forty (40) hours or more.

24. Probationary Employee One who is hired to fill a budgeted position but who has not completed the probationary period. Probationary employees are not covered by this Agreement.

25. Probationary Period That period of time after initial appointment during which the employee has not attained permanent status in that classification.

26. Promotion The movement of an employee from one classification to another classification with a higher salary range.

27. Qualifying An initial period served in a position by a permanent employee as a result of a promotion. Transferred employees may be required to serve a qualifying period.

28. Reassignment Any non-disciplinary movement of an employee from one position to another position having the same salary range within the same department.

29. Recall The procedure under the provisions of Article 13 of this Agreement for the return of employees who have been laid off.

30. Rehire The appointment of a former permanent or permanent-intermittent employee who separated from County service in good standing.

31. Reinstatement The restoring of a permanent or permanent-intermittent employee to his/her previous position under the provisions of Article 11 (dispute resolution procedure).

32. Service Connected Disability Physical or mental incapacity resulting from an injury by accident or an occupational disease arising out of and in the course of employment which prevents an employee from engaging in assigned job duties and for which he/she is eligible for State Industrial Insurance System benefits.

33. Salary Adjustment The progression from a lower pay level in a salary range to a higher pay level within the same salary range.

34. Strike A concerted:

    (a) Stoppage of work, slowdown or interruption of operations by local government employees;

    (b) Absence from work by local government employees upon any pretext or excuse, such as illness, which is not founded in fact; or

    (c) Interruption of the operations of the County by the Association.

35. Supervisor An employee occupying a position, which is responsible for directing

the work of other employees.

36. Temporary Employee One who is hired to fill a budgeted or a non-budgeted position not to exceed six (6) months. If a temporary employee applies for and is hired to fill a budgeted permanent or permanent-intermittent position, his/her probationary period shall be retroactive to the date of employment in the temporary position if in the same class. However, benefits eligibility and accrual shall begin on the date of initial appointment into the permanent or permanent-intermittent position. Temporary employees are not covered by this Agreement.

37. Temporary Position A budgeted or non-budgeted position in the noncompetitive service approved for a limited period of time, not to exceed six (6) months.

38. Term Employee An employee occupying a position limited in duration to more than six (6) months. Such employees accrue fringe benefits in the manner set forth in this Agreement. When the position ends, such employees shall be terminated without rights of appeal.

39. Term Position A budgeted position in the competitive service approved for a limited period of time of more than six (6) months.

40. Transfer The movement of an employee from a position in one County department to a position in another County department having the same salary range.

41. Volunteer A person in a non-budgeted position who performs assigned duties without compensation. Volunteers are not covered by this Agreement.

42. Workday As referred to in all Articles excluding Article 11, Article 12 and Article 24 of this Agreement, the official workday shall begin at 12:01 a.m. and end at midnight each day of the week.

43. Working Day As referred to in Article 11 and Article 24 of this Agreement, a working day shall be a day County offices are normally open for business, which is Monday through Friday, 8:00 a.m. until 5:00 p.m. excluding holidays. In computing any period of time prescribed or allowed by Article 11, Article 12 and Article 24, the day of the act, event, or default from which the designated period of time begins to run shall not be included.

APPENDIX E

Clark County's Substance Abuse Program

Observation/Incident Report

Reasonable Cause _____ Post-Accident _____ (check one)

Date of Report _____ Time of Day_____

Name of Observed Employee _____

Location of Observation _____

Observer _____ _____
Name Signature

_____ ____ ____ ____
Position 1st 2nd Other
(Supervisor)

Reasonable Cause Testing:
Reasonable cause for testing is a belief that an employee is under the influence of a drug and/or alcohol based on specific facts and/or reasonable inferences derived from those facts. An observing supervisor shall describe and document the following:

-Specific observations concerning the appearance, behavior, speech or performance of the employee; and/or
-Violation of safety rule or other unsafe work incident which, after investigation, leads the supervisor(s) to believe that drug and/or alcohol use may be a contributing factor; and/or
-Other physical, circumstantial or immediate indicators of drug and/or alcohol use.

Post-Accident Testing:
An employee involved in an accident while on duty may be required to undergo a drug and alcohol test when there is property damage that exceeds $500, and/or personal injury. An observing supervisor shall describe and document the following:

-Description of accident

-Resulting personal injury; and/or

-Resulting property damage.

REASONABLE CAUSE INDICATORS OR ACCIDENT SUMMARY:

_____
_____
_____
_____

Associated with reasonable cause indicators and/or accidents are a variety of "warning signs" which usually appear on the job. **Check the symptom or symptoms you have observed in the employee.**

_____ Drowsiness
_____ Constricted/dilated pupils
_____ Euphoria (elevated mood)
_____ Extreme mood changes
_____ Poor time/distance perception
_____ Exaggerated sense of ability
_____ Poor hand/eye coordination
_____ Excessive irritability
_____ Rapid or slow breathing
_____ Stares off into space
_____ Drunken behavior with or without odor of alcohol
_____ Watery, glassy, red eyes
_____ Hallucinations
_____ Relaxed inhibitions
_____ Disoriented behavior
_____ Slurred speech
_____ Excessively talkative
_____ Wanders aimlessly
_____ Depression
_____ Rapid speech
_____ Staggering walk
_____ Violent behavior
_____ Other _____

ACTIONS TAKEN:

_____
_____
_____
_____

COMMENTS BY EMPLOYEE:

_____
_____
_____
_____

CONTINUATION FROM FIRST PAGE IF NECESSARY:

_____
_____
_____

TESTING PROCEDURES CHECKLIST:

_____ Complete and send Observation/Incident Report (Section 4 (a))
_____ Advise employee of right to request second supervisor (Section 4 (b))
_____ Advise employee of right to Association representation (Section 4 (c))
_____ Advise employee of leave procedures (Section 4 (e))
_____ Advise employee of refusal to test policy (Section 4 (g))
_____ Transport employee to collection site and make arrangements for transporting the employee home (Section 4 (d))

cc: Department Head
Employee Relations Division of Clark County Human Resources