AGREEMENT

BETWEEN

CLARK COUNTY

AND

CLARK COUNTY DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION

JULY 1, 2012 – JUNE 30, 2014

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AND

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DISTRICT ATTORNEY INVESTIGATORS
ASSOCIATION

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TO

JUNE 30, 2014

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ARTICLE 1
Intent

This Agreement is made and entered into July 1, 2012, by and between the Clark County District Attorney Investigators Association (CCDAIA)/Nevada Association of Public Safety Officers (NAPSO)/Communications Workers of America (CWA), Local 9110, hereinafter referred to as the "Association" and the County of Clark, a government entity of the State of Nevada hereinafter referred to as the "County."

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. Further we acknowledge that each employee of the Association is responsible for quality service to the citizens of Clark County by working with courtesy, efficiency, confidentiality, and integrity. 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 laws, state statutes, and/or local ordinances, except as expressly limited herein.

ARTICLE 2
Recognition

1. Pursuant to the provision of the Local Government Employee Management Relations Act, NRS, Chapter 288 as amended, the County of Clark, hereinafter referred to as "County", recognizes the Clark County District Attorney Investigators Association, hereinafter referred to as the "Association", as the exclusive representative of the full-time, non-probationary eligible County employees with peace officer status as assigned to the classifications listed in Appendix A. The Association makes this Agreement in its capacity as the exclusive bargaining agent for the County employees in the bargaining unit. The County will notify the Association within 30 days, in writing, of any additions or deletions to these classifications prior to formal action.

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

    a. Employees certified to another bargaining unit;

    b. Employees exempted in accordance with NRS, Chapters 245.216 and 3.310;

    c. Temporary employees;

d. Part-time hourly employees; and

e. Volunteers

3. Only members in good standing with the Association are eligible to vote on this Agreement.

ARTICLE 3
Discrimination Clause

The County, the Association 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/expression, age, disability, national origin, or because of political or personal reasons or affiliations.

ARTICLE 4
Association Rights

1. The County recognizes and agrees to meet directly with the elected or appointed representatives of the Association on all matters covered by this Collective Bargaining Agreement.

2. The selection of representatives, officers and the negotiating team is the sole responsibility of the Association. Changes to the number of representatives and team members shall be negotiated.

   The Association may designate two (2) Association representatives. The Association shall notify the County, in writing, of the names of the representatives and their respective jurisdictional areas within 30 calendar days of their selection.

3. The County shall allow the representatives time to conduct Association business. The representative(s) must work in his/her jurisdictional area.

   Representatives shall use this time to represent employees at meetings scheduled and held with the department head or his/her designee, grievance hearings or arbitrations, and discipline or termination hearings.

   To conduct all other Association business, representatives must access the bank hours available to the Association for each fiscal year.

a. A total of 300 hours may be used to investigate grievances and meet with grievants, attend conferences, conventions, attend to legislative matters or other Association business.

b. In addition, for each year when the legislature is in session the Association will be allotted a total of 100 hours to attend to legislative matters. These 100 hours will not be carried over.

The 300 hours are not cumulative from fiscal year to fiscal year. When Association members use these hours for activities performed on behalf of the Association away from a County work location, the County shall not provide per diem and/or travel pay, nor shall the County be responsible for any industrial injury claims resulting from activities performed on behalf of the Association.

The representative shall notify the Association President or designee and the representative's immediate supervisor each time there is a need to conduct appropriate business. The representative shall submit a leave request form to notify and receive approval for release from duty from their immediate supervisors each time they need to conduct 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 the Clark County Human Resources Department and the Association. Representatives shall be relieved of duty unless operational demands prohibit granting the request. Use of representative time shall not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor. An alternate Association representative may serve in the absence of the respective representative who is on authorized leave or is otherwise unavailable.

4. Representatives of the Association may communicate with individual employees at the worksite. The conduct of such business shall not unduly interfere with the individual employee's duties or work operations. Each representative must check in with the employee's immediate supervisor upon entering the work area to make arrangements to conduct the appropriate business. The representative may meet with an employee on County work premises for the purpose of preparing for a grievance or arbitration hearing during the employee's work hours once the employee has requested to be released from duty through the leave request form process. Other Association business conducted by representatives must be conducted during the employee's work breaks or lunch period.

5. The three (3) members of the Association's negotiating team shall be granted leave from duty with full pay for all meetings held with management for the purpose of negotiating the terms of this and future Collective Bargaining Agreements. No negotiating team member will receive overtime pay should the sessions go beyond his/her normal work hours. Further guidelines for this process will be determined during negotiation rule making meetings.

6. The County will allow four (4) Association bulletin boards no larger than 2' x 3' in approved locations. The Association may post notices on these bulletin boards that relate to Association business and activities or information that is of importance to its members.

   It is understood that no material will be posted on the bulletin boards at any time which contain:

   a. Personal attacks upon any member or any other employee;

   b. Scandalous, scurrilous or derogatory attacks upon the administration;

   c. Attacks on any other employee organization;

   d. Attacks on and/or favorable comments regarding a candidate for any public or political office.

7. The Human Resources Department shall furnish to the Association, a copy of all job announcements for positions to be filled in the Department. If the position is covered by this bargaining unit then Human Resources will provide the name of the person filling the vacancy. In addition, the Association shall be informed if the Department intends to either eliminate, change a position, or not fill a position covered by this bargaining unit.

8. Upon completion and ratification of this Agreement the County will provide all supervisory and management personnel with training regarding the terms of this Agreement. The Association President or a representative shall be allowed to be present at all such training sessions.

9. The County and the Association agree that this contract incorporates, by reference, and agree to abide by all federal, state, and local laws, including, but not limited to, NRS 288 and 289; and rights under Garrity.

ARTICLE 5
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 negotiating for wages, hours, 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 the County, in writing, the current rate of membership dues. The County will be notified of any change in the rate of membership dues 30 days prior to the effective date of such change.

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

7. If an employee-member transfers to a position covered by another bargaining unit within the County, he/she shall be dropped from the dues deduction rolls.

ARTICLE 6
Management Rights

1. The County is entitled, without negotiation, and in accordance with NRS 288.150, 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 harass an employee

through reassignment 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 the 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.

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.

ARTICLE 7
Clark County's Substance Abuse Policy

POLICY ON DRUG AND ALCOHOL FREE WORKPLACE

It is the policy of the County and the 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 paid 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.

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. If an employee has to consume an alcoholic beverage during his/her shift because of job requirements or responsibilities, the employee shall notify his/her supervisor prior to or immediately after such occurrence. Employees shall not drive in an intoxicated state. Additionally, there will be no disciplinary action for the possession of an open alcoholic beverage while on duty if the handling of an open alcoholic beverage is incidental to the employee's assigned duties. Except as previously stated, 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.

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

d. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or 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.

e. 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 workplace 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.

e. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or 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 workplace 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 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" in Appendix C of this Agreement.

3. Post-Accident:

An employee involved in an accident while on duty may be required to undergo a drug and alcohol test.

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

a. Any supervisor evaluating an employee for reasonable cause shall complete the "Observation/Incident Report". The Observation/Incident Report shall be sent to the appropriate department head and the Employee Relations Division of Clark County 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. If the employee is an eligible member of a bargaining unit, the supervisor advises him/her of his/her right to have an Association representative present prior to testing. Allow 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.

c. The employee shall be relieved of duty with pay 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. 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.

d. 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.

e. The results will be delivered by mail or carrier to the Employee Relations Division of Clark County 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 SAMHSA are exceeded. An alcohol test will be considered positive if the blood alcohol content is .02 percent or greater.

f. 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 just cause for termination with no 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 reasonable suspicion, or 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 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 from the prescribing physician. 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 alcohol and/or an illegal substance, or the unlawful use 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 return-to-duty form signed by a state licensed rehabilitation and treatment program provider releasing the employee to return to work. This must occur within 60 days of the drug or alcohol test date. Failure to provide a return-to-duty form within 60 days will result in disciplinary action up to and including termination.

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

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 Bureau of Alcohol and Drug Abuse Certified Rehabilitation Program or provider. The Employee Assistance Program will assess and determine the appropriate level of treatment, offering recommendations regarding provider options. The program/provider may be selected by the employee.

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

4. Return-to-duty form signed by a state licensed rehabilitation and treatment program provider releasing the employee to return to work.

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.

CONFIDENTIALITY

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 Clark County Human Resources.

With the exception of the laboratory testing facility, the Employee Relations and Employee Assistance Divisions of Clark County 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.

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:

- Developing working knowledge of drug and alcohol policy and drug testing procedures.
- Developing working knowledge of impact of substance abuse in the workplace.
- Developing working knowledge on identification of possible impaired employees through symptom recognition and job performance standards.
- Developing skill in application of procedures to effectively approach and appropriately handle questionable behavior with employees.
- Becoming knowledgeable in available resources and procedures for referral such as the Employee Assistance Program.
- Learning effective participation in monitoring a Last Chance Agreement.
- Learning the critical issues regarding confidentiality and employee rights.

2. Employee Awareness Training:

Topics include:

- The drug and alcohol policy and drug testing procedures.
- Impact of drugs and alcohol in workplace.
- Available resources for assistance including the Employee Assistance Program.
- Effects, signs and symptoms of alcohol and the drugs tested for.
- The Last Chance Agreement.
- 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 classifies them as handicapped under federal and state law.

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, benzodaizepines, marijuana, methadone, methaqualone, opiates, and phencyclidine (PCP).

ILLEGAL DRUGS: Any drug, which is; a) not legally obtainable; or b) 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.

SAMHSA: Substance Abuse Mental Health Services Administration.

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

ARTICLE 8
Employee Rights

1. The County and the Association agree that rights afforded to them by NRS 288 and 289 shall be followed, including, but not limited to, employees eligible for membership in the Association shall have and shall be protected in the exercise of their right to join or refrain from joining the Association freely and without fear of penalty and reprisal. The freedom of such employees to assist the Association shall be allowed and recognized as extending to the participation in the management of the Association in the capacity of an Association officer or representative, including presentation of the Association views to the officials of the County. Officers and representatives must inform management prior to meeting with County officials.

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 personnel files and records shall be maintained in a confidential manner and shall only be viewed by authorized County employees.

4. The County and the Association agree that District Attorney Investigators are "Peace Officers" and are covered by NRS, Chapter 289. The County agrees to abide by the provisions of NRS 289.

ARTICLE 9
Dispute Resolution Procedures

1. GRIEVANCE DEFINED: A grievance is defined as:

   a) A filed dispute between an employee and/or the Association (herein after referred to as party/parties) and the County over the interpretation and/or application of the express terms of this Agreement; or

   b) An appeal by the party/parties for relief from discipline the employee received. Discipline for which an employee may file a grievance is defined in Section 1 of this Article. The procedure for filing such a grievance is outlined in Section 2 of this Article, and shall follow the requirements of this Article. A grievance shall not be defined to include any matter or action taken by the County or its representatives for which relief is provided under the statutes of the State of Nevada, any matter for which the Nevada Equal Rights Commission has jurisdiction, matters relating to employee classification or reclassification, or any matter specifically excluded from grievance and arbitration by other provisions of this Agreement.

2. WORK DAY DEFINED: For the purposes of this Article, a workday is defined as Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding Saturdays, Sundays, and Holidays.

3. If mutually agreed, either party may request, in writing, an extension of the time limitations set forth in this Article. A grievance shall be considered abandoned if not filed and processed by the Party/Parties 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.

SECTION 1 – DISCIPLINE

1. DISCIPLINE DEFINED: Discipline shall be defined to include both punitive actions and/or corrective actions.

   a) Punitive actions shall be defined to include oral warnings, written reprimands, suspensions, demotions, administrative leave without pay, and terminations. With the exception of oral warnings, all punitive actions shall be in writing.

Oral warnings shall not be reduced to writing and shall not be maintained in the employee's official personnel file. Corrective actions shall be defined as temporary or permanent actions implemented to assist an employee in overcoming a substantiated deficiency related to behavior or work performance. Corrective actions as defined in this Section which do not result in a financial loss, either as a cost to the employee to pay for such corrective action, or an immediate loss of pay, and/or do not interfere with an employee's non-county time outside of his/her regularly scheduled work day (duty shift) are not considered grievable and shall not be subject to the grievance procedure.

b) Corrective actions as defined in this Section, which do result in financial loss either as a cost to the employee to pay for such corrective action, or an immediate loss of pay based on the corrective action, and/or require the employee to engage in programs or activities outside of his/her normal work day (duty shift) shall be considered as discipline subject to the grievance process as defined in this Article, and subject to the grievance process as outlined in Section 2 of this Article. An employee may be placed on administrative leave with pay pending an investigation into alleged misconduct. This shall not be deemed to be discipline, nor shall it be grievable.

2. The principles of progressive discipline shall be utilized. Progressive discipline is defined to include oral warning, one (1) or more written reprimand(s) and thereafter more severe disciplinary action. 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, or misconduct. The decision to uphold the disciplinary action will be based on the reasonableness of the discipline imposed by the supervisor in response to the actions taken or not taken by the employee. An employee who receives discipline as defined above, may within thirty (30) working days, submit a rebuttal in writing to the Clark County Human Resources Director, which shall be attached to and accompany the discipline.

3. Discipline subject to the grievance procedure is defined as an employee's written reprimand, suspension, demotion, involuntary termination from County service, or a grievable corrective action as defined in Paragraph 1 of this Section. It will not include matters over which the Nevada Equal Rights Commission has jurisdiction.

   Oral warnings, and non-grievable corrective actions as defined in Paragraph 1 of this Section, are not subject to the grievance and arbitration procedures outlined in Section 2 of this Article.

4. Disputes specifically excluded in this Article or other Articles of this Agreement from the grievance and arbitration procedure shall not be construed as within the

purview of this Article. The grievance and arbitration procedures and timelines are outlined in Section 2 of this Article.

5. No employee who has satisfactorily completed probation may be disciplined without just cause. Just cause may include, but not be limited to:

   a. Violation of the criminal laws, or ordinances, of the cities, counties, or the State of Nevada or of any other state, or the United States, the violation of which is considered a crime.

   b. Violation of written County or Departmental Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved.

   c. Solicitation of the public for money, goods or services which has not been approved in accordance with established procedures.

   d. Acceptance of any reward, gift or other form of remuneration in addition to regular compensation for work related duties, which has not been approved in accordance with established procedures.

   e. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained absence from duty, malfeasance, misfeasance, misconduct, conduct unbecoming an employee, insubordination, or acts or evidence of moral turpitude.

6. Upon written request by the employee to the Clark County Human Resources Director or designee, the record of a written reprimand shall be removed from all files (County, department, division) eighteen (18) months from the date of issuance if no further discipline for similar offences ensues. All documents will be returned to the employee.

7. Upon written request or authorization by an employee involved in a disciplinary hearing, the employee's attorney or bargaining unit representative may obtain data that are necessary from the personnel file of the employee subject to the discipline in preparation of the grievance meeting, hearing, or arbitration.

8. Each employee shall have access to his/her own departmental and/or official personnel file, by appointment, during the normal business hours of District Attorney Administration and/or Clark County Human Resources. Clark County Human Resources will maintain the official personnel file for each Association member.

9. The contents of the personnel files outlined in Paragraph 8 of this Section, shall be made available to the employee for inspection and review at the time of his/her scheduled appointment with District Attorney Administration and/or Clark

County Human Resources. At the employee's request he/she shall be provided one (1) copy of any or all documents maintained within the employee's personnel file.

10. Upon review of the personnel file, the employee may provide rebuttal comments to be attached to file documents. Such rebuttal comments must be restricted to the document(s) in question.

11. Other than the employee, access to his/her departmental and/or official personnel file shall be limited to designated confidential staff within Clark County, District Attorney Administration, and/or Clark County Human Resources. Upon written request of the employee to the District Attorney and/or The Clark County Human Resources Director the employee or his/her Association representative shall have the right to review items in his/her personnel file.

12. Citizen complaints requiring no further action shall not be placed in the employee's personnel file. Additionally, exonerated, unfounded, or non-sustained dispositions shall not be made part of the employee's personnel file. These complaints shall not be used as a basis for a subsequent discipline; nor shall they be used as evidence in a subsequent investigation on an unrelated matter.

13. Negative or adverse comments or documents will not be placed in the employee's personnel file without prior review and acknowledgement by the employee. Upon review, the employee will initial the comment or document. If the employee refuses to initial the comment or document, the employee's refusal will be noted on, or attached to, the comment or document.

SECTION 2 - GRIEVANCE PROCEDURES FOR CONTRACT INTERPRETATION/DISCIPLINE

Step 1 – Initial Filing of Grievance and Department Head Response

The party/parties, who believes that he/she has a grievance relating to the interpretation and application of the express terms of this Agreement, or for disciplinary matters as defined in Section 1 of this Article, shall reduce the grievance to writing utilizing a standardized format and submit it to the employee's department head within ten (10) working days after the affected employee first knew or should have known of the contract violation, or within ten (10) working days from the date of the disciplinary action. Meeting with the aggrieved party/parties in accordance with Step 1 and/or Step 2 of the grievance process as defined in this Article shall not be construed to mean the County agrees the aggrieved party has an actual grievable issue and shall not be evidence of same at any subsequent hearing. A grievance relating to the interpretation and application of the express terms of the Agreement shall cite the violated Article and Section of the Agreement and shall set forth the details of the violation. If the grievance is based upon a disciplinary matter, as defined in Section 1 of this Article, the notice of

discipline, along with all ensuing meetings and actions, shall follow the requirements of this Article. Within ten (10) working days of receipt of said grievance, the department head or designee, a Human Resources representative or liaison, an Association representative, and the aggrieved party/parties will meet to try to resolve the grievance. If desired, both parties may choose an additional representative who may attend the meeting. The department head or designee will provide at least three (3) working days notice of said meeting. The notice must include: the date, time, and place of the meeting. If the grievance is not resolved at the meeting, the department head or designee shall have five (5) working days from the date of the meeting to respond in writing to the grievance.

Step 2 - County Manager Response

If the grievance is not settled in Step 1, the aggrieved party/parties may, within five (5) working days of the receipt of the department head's decision, file the grievance with the Clark County Human Resources Director or designee as representative of the County Manager. The County Manager or designee will, within ten (10) working days of receipt of said grievance, meet with the aggrieved party/parties to try to resolve the grievance, giving at least three (3) working days notice of said meeting. If the grievance 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.

Step 3 - Arbitration

a. If the Step 2 decision is unacceptable, the aggrieved party/parties 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 meet within 10 working days of the written request for arbitration. At this meeting, the parties will jointly request the American Arbitration Association (AAA) to furnish a panel of five (5) arbitrators from which the arbitrator shall be selected. 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. If both parties agree, a permanent panel of arbitrators may be selected and would be used instead of using the services of the AAA.

b. 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 set forth in Paragraph(d) 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, the NRS.

c. The expenses of arbitration shall be borne equally by the aggrieved party/parties and the County. Expenses incurred by any party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

d. Only one (1) grievance may be decided by the arbitrator at any hearing; however, the parties may mutually agree to waive this requirement. 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 aggrieved party/parties 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, including back pay and benefits, 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. Subject to the provisions of Section 2 of this Article, the arbitrator shall not have the authority to excuse a failure by the aggrieved party/parties or the County to comply with the time limitations set forth above unless mutually agreed by both parties.

ARTICLE 10
Anti-Strike Clause

Pursuant to NRS 288, the Association 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. The Association will not engage in any slowdown, interruption of work or operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, against the County or any other intentional interruption of the operations of the County, regardless of the reason or reasons for so doing.

ARTICLE 11
Miscellaneous Leaves

1. Court Leave

   a. 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 workshift shall be excused from work and will still receive full salary and benefits as if they were working. The employee 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 seven (7) working days of receipt.

b. An employee working other than a day shift appearing in court for the above 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.

c. In accordance with Section 1a, employees appearing in court on their regularly scheduled days off shall retain any and all remuneration as may be authorized for such appearances.

d. Attendance reports shall reflect the shifts of court leave granted to the employee while absent from his/her regular scheduled duties.

e. If the employee is not selected for jury duty or is released from testimony, he/she will return to duty, if such release is during a scheduled workshift.

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

2. Military Leave - In the event that an employee is absent due to being called into duty for the military service of the United States or the State of Nevada, the employee shall continue to receive his/her pay from the County as prescribed by NRS, Chapter 281.145.

3. Leave Without Pay - Upon written application to the department head, a permanent employee may be granted, in the County's sole discretion, a leave of absence without pay for a period of no more than 90 calendar days. Before such leave is granted the employee must have used all of his/her accrued vacation leave. Additionally, no vacation or sick leave credits will accrue during such leave period. Disciplinary leave without pay may be imposed when annual leave is still available.

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 (up to six (6) months old) or adopted children. Employees are not required to use up annual leave or sick leave benefits before taking parental leave without pay. However, the employee, at his/her discretion, may use any or all of his/her sick and/or annual leave. If unpaid leave is used, it shall be taken as one continuous leave period.

   Parental leave of more than three (3) months may be granted by the department head. If the department head grants additional parental leave, the employee may use annual, sick or leave without pay by following the provisions of the appropriate Articles.

5. FMLA Leave - In addition to these provisions, the County shall provide benefits in accordance with the Family and Medical Leave Act (FMLA) of 1993.

6. Blood Donor Leave - Employees will be granted the necessary time off, up to four (4) hours during their workshift, for the purpose of donating blood. Blood donor leave is allowed only when the employee is participating in a County authorized and sponsored blood drive. In no event shall an employee be eligible for overtime as a result of donating blood.

7. Education Leave - At the discretion of the County, the department head may grant education leave to an employee for no more than 90 calendar days. This leave will be without pay or any accumulation of benefits.

8. 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 an examination for County promotional or transfer opportunity. An employee shall not be eligible for overtime as a result of competing for a promotional or transfer opportunity. An employee will notify his/her supervisor immediately upon receiving a letter from Clark County Human Resources as to when he/she is scheduled to attend an interview or examination.

9. 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 12
Work Schedules and Hours of Work

1. The official workweek begins at 12:01 a.m. each Saturday and ends at midnight the following Friday. An employee who occupies a full-time permanent or full-time grant position shall work 40 hours per week. These 40 hours are exclusive of meal breaks, but include two (2) 15 minute rest breaks each day. The meal break will normally be taken during the middle one-half (1/2) of the employee's shift. A meal break shall consist of a pre-determined period of either thirty (30) or sixty (60) minutes, which may be requested by the employee and will be subject to approval by his/her immediate supervisor. The meal break will be included in the employee's regular work schedule and is not subject to daily changes. The meal break is neither time worked nor time on pay status unless an employee is required, in writing, by the department head or designee to remain on the job at a work station or the employee is interrupted by his/her supervisor to perform substantial duties during the meal break. An employee, who remains at a workstation during his/her meal break but is not required to do so by the

department, shall not be compensated for the meal break. The rest breaks will be arranged in accordance with the practices established by the immediate supervisor, but in no event will breaks be scheduled within one (1) hour of the employee's start of or end of shift or meal break.

2. Employees working five (5) 8-hour days shall receive two (2) consecutive 24-hour periods off. Employees working four (4) 10-hour days shall receive three (3) 24-hour periods off, two (2) of which must be consecutive. The Association and the County agree that during the term of this Agreement, and continuing until a successor agreement is reached, employees shall have the option to work four (4) 10-hour days and receive three (3) 24-hour periods off, two (2) of which must be consecutive. An employee requesting a four ten work schedule shall not be denied.

   All four ten schedules will be at the discretion of the department head, or designee, based upon operational need, but in conformance with the requirements above.

3. A work shift shall be defined as the span of hours during which an employee is assigned to work.

4. The County may make temporary assignments to different shifts, locations, or change work duties for the purpose of meeting emergencies. Mandatory training not considered to be an emergency, as determined by the District Attorney or designee, shall be scheduled pursuant to the operational needs of the department. Any training that may incur overtime payment(s) must be scheduled in advance and will require prior written authorization by the District Attorney or designee.

5. In addition to the 5/8 and 4/10 work schedules, the department may establish an alternative workweek schedule to comply with the Fair Labor Standards Act (FLSA), definition of workweek, Section 778.105, and to define the workday. The program shall be implemented in those work sections when the majority of employees request an alternative schedule, if the department head chooses to authorize the adjustment and receives approval from the County Manager.

ARTICLE 13
Initial Appointment, Rehire, Promotion, and Demotion

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

   a. Upon initial appointment to the 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 or designee.

2. When a former full-time permanent employee is rehired into the position held at the time of separation after a break in service of no more than one (1) year from the date of separation, he/she may be paid at or below the same hourly rate including any schedule adjustments made across the board he/she held at the time of separation.

3. When an employee is promoted, he/she shall receive a four percent (4%) salary increase or the minimum rate of the salary schedule of the new position, whichever is greater. Upon an employee being promoted, the promoted employee will 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 or designee. At the conclusion of the qualifying period, the employee shall be given a performance evaluation. Based upon the evaluation, the employee will either be accepted or rejected for the promotion. 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 9 of this Agreement.

   a. The promoted employee shall retain the right to a voluntary demotion during the first two (2) full pay periods worked of the qualifying period. If the employee does choose to voluntarily demote, he/she will return to his/her previous classification and pay.

4. If an employee is demoted for just cause sometime after completing his/her qualifying period, the employee shall be placed in his/her previous classification with the pay he/she held at time of promotion.

5. For purpose of this Article "hours worked" shall be defined as straight time hours only.

6. When a vacancy exists in a full-time county funded position covered by this Agreement, before the vacant position is posted competitively, a grant-funded employee can request to be reassigned, subject to the District Attorney's approval.

ARTICLE 14
Personnel Layoff and Recall

Layoff is defined as an 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 Association 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 in the department 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 employee 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. The department head may exempt no more than one (1) employee in each classification covered by this Agreement regardless of their seniority.

4. An employee can request clarification on seniority dates from the Human Resources Director or designee.

5. No permanent employee initially hired into and serving in a grant-funded position or term position may initiate a bump into an unlimited County-funded position. However, a grant employee can bump other grant employees based on seniority as defined in Section 1, Subsection 2.

6. 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.

7. 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 qualification; and

   c. Takes a reduction in pay if the salary is above the maximum of the range.

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

9. 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/lists 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/lists. 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 heads determination in inverse order of layoff. The order of recall shall be:

   a. Employees who were 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.

   If there are no applicants from the department on the recall list, the department will consider personnel on the Countywide recall list before filling the vacancy from an open or promotional eligibility list. In the event that a classification has

only had a change in title, employees on the old recall list/lists shall be placed on the new respective list/lists.

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

ARTICLE 15
Salary Increases

1. Employees shall be eligible for consideration for salary increases within their salary range upon successful completion of a probationary period, successful completion of a qualifying period, and each anniversary date of their employment in such classification annually thereafter until the maximum of the range is reached in that classification. The anniversary date is normally considered to be that date an employee begins work in the classification to which he/she has been most recently appointed.

   If an employee is not notified in writing of performance deficiencies during the evaluation period, then a salary increase of at least two (2) percent shall be awarded. If no salary increase is being anticipated, then an employee shall have received notice during the year that his/her performance needed improvement, and a performance improvement plan put in place. The performance improvement plan shall include required performance improvements and be for a defined length of time, at which time the employee will be evaluated and he/she shall be eligible for a possible salary increase.

2. The procedures used to evaluate an employee shall be uniformly and consistently applied in accordance with the guidelines established by Clark County Human Resources. An advisory team shall, with three (3) members appointed by the Association, and three (3) by the District Attorney, establish meritorious job standards for the classifications covered by this Agreement.

3. Merit salary increases shall be suspended for the term of this Agreement. Thereafter, employees may receive from a zero to six percent (0 - 6%) increase in pay based on their performance evaluation. Employees who meet a "meritorious level of performance and competence" shall receive a four percent (4%) salary increase. In cases of exceptionally meritorious performance, the District Attorney or his/her designee may grant a salary increase of greater than four percent (4%) up to a maximum of six percent (6%). An employee who does not meet minimum standards in the majority of his/her performance factors will receive a zero increase.

   In the event a salary increase of two percent (2%) or less is granted, the employee will be informed, in writing, of the specific reason(s) and may, within two (2) days of such notification, request a review before his/her supervisor and

the District Attorney or his/her designee to discuss the increase. The review may be attended by the employee, the Association representative, the supervisor, the District Attorney or his/her designee, and, upon request of the employee or the supervisor, a representative of Clark County Human Resources. The decision of the District Attorney or his/her designee will be final and is not grievable. The decision to grant an adjustment greater than two percent (2%) cannot be reviewed or grieved.

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

5. An employee's salary adjustment will be effective the first day of the pay period during which the review date occurs.

6. Every employee covered by this Agreement shall receive an annual performance evaluation.

7. Any employee scheduled to receive a performance evaluation pursuant to the terms of this article in order to determine his/her qualifications for a salary adjustment, shall receive said evaluation within 45 days of the scheduled review date. If the above mentioned evaluation is not received within the required 45 day period, the employee shall receive a four percent (4%) salary adjustment or the amount figured on the late evaluation which ever is higher, as long as that amount does not exceed the top of the employee's salary schedule.

ARTICLE 16
Trainer Certification Pay/Bilingual Pay

SECTION 1 – TRAINER CERTIFICATION PAY

Trainer Certification Pay for investigators who successfully complete the qualifications for Trainer Certification Pay shall receive four percent (4%) per training session, hour for hour, in addition to his/her salary. Additionally, qualified investigators shall receive four percent (4%) pay for training preparation, up to a maximum of four (4) hours per session. The four percent (4%) Trainer Certification Pay and the four percent (4%) pay for training preparation shall be paid within the pay period following the training session held.

Investigators shall receive a minimum of twenty-four (24) hours mandatory training to keep their basic Peace Officer's Standard Training (POST) certificate, in accordance with Nevada Administrative Code 289.230. Qualified CCDAIA investigators may provide these mandatory training classes. Additional hours needed and/or other required training may be available through other POST recognized sources.

Prior approval from the Director of DA Administration, or her designee, is required for trainer pay eligibility.

SECTION 2 – 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 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. The stipend will not be included in the base pay and is not used in the calculation of PERS or longevity; 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.

ARTICLE 17
Sick Leave

1. Use of Sick Leave

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

      1) Are incapacitated and cannot perform job duties because of illness or injury.

      2) Are prevented by public health requirements from being at work.

      3) Need to absent themselves from work for bereavement as outlined in Article 11 of this Agreement.

      4) Are required to absent themselves from work upon incapacitating illness or injury in the immediate family to personally care for that family member.

      5) Need to be absent from work when receiving medical or dental treatment or examination.

      6) Need to be absent when unable to perform job duties because of pregnancy or childbirth.

      7) Need to be absent to care for newborn children.

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

   c. 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.

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

1) Employees who become ill prior to the start of their workshift shall call in as required by the department's time and attendance policy.

2) 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 prior to a scheduled medical or dental appointment.

3) Any employee who reports absent at the start of a workshift because of illness or injury who recovers sufficiently during the course of that workshift shall report to work. In that case the employee will only be charged for the amount of sick leave used to the nearest one-fourth (1/4) hour. At all times during a sick leave period, employees shall be at their place of residence, a medical facility, a doctor's office, or an authorized location known to their immediate supervisor.

4) An employee may request, in 'ieu of sick leave, the use of annual leave, compensatory time, or leave without pay in accordance with the appropriate contract Articles.

5) Upon written request from the District Attorney or 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 substantiated reason to believe that sick leave benefits are being abused. Additional documentation may be required depending on the seriousness of the medical or dental condition.

6) 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.

7) 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 medical or dental provider shall be paid for by the County.

2. Sick Leave Accrual and Payment

a. 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 .92 hours of sick leave per pay period. If a permanent employee has a work schedule of less than 80 hours each pay period, their sick leave accruals shall be prorated.

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

c. If a permanent employee separates from County service after three (3) consecutive years of employment, the employee shall receive payment for 50% of his/her sick leave accumulation. An employee's sick leave payoff upon separation shall increase above the 50% at the rate of one and one-half percent (1 ½%) for each additional year of accumulative service for years ten (10) through twenty (20). 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 accumulative service above 20 years to a maximum of 100% at 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. If a non-probationary employee is laid off from the service of the County with less than three (3) years of consecutive employment, the employee shall receive payment for one half (½) of his/her sick leave accumulation.

d. Should an employee who left County service in permanent status and gave, when applicable, a two (2) week 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 reimbursements 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 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. Catastrophic Leave Program:

a. Employees covered by this Agreement are entitled to participate in the County's catastrophic leave program. Eligible employees may both donate and/or receive leave donations in accordance with the catastrophic leave donation program approved by the Board of County Commissioners. Catastrophic leave benefits will not be available to any employee currently receiving disability income benefits from the County's Long Term Disability insurance carrier in accordance with Article 22, Service Connected Disability.

b. Employees holding permanent status may donate leave into the County-wide catastrophic leave bank by completing a leave donation form and submitting it to the Clark County Risk Management. 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 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 40 hours after the donation of annual leave.

c. 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.

d. Eligibility For Employee Catastrophic Sick Leave:

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

2) 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."

3) An employee absent due to an approved service connected disability is not eligible to participate in the catastrophic leave program.

e. Eligibility For Family Catastrophic Sick Leave:

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

2) 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." 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. 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.

3) 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.

f. 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 the 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.

g. Clark County Human Resources 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 80 hours of family catastrophic leave. Family catastrophic leave shall be used within 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 take up to another 160 hours of employee catastrophic sick leave. Catastrophic leave benefits will not be available to any employee currently receiving disability income benefits from the County's long-term disability insurance carrier.

h. 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 18
Holidays

1. For the purpose 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 (President's Day)

   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 when the County is required by state or federal law to close its offices.

   The pay for each holiday shall be equal to the employee's work shift (8 or 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 Sunday.

   A marked (*) holiday falling on a Saturday will be observed on the Friday before and when it falls on a Sunday it will be observed the Monday following. For employees working a schedule other than Monday through Friday, holidays shall be observed on the day 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. The Birthday Holiday may be taken incrementally or all at once. 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 Paragraph 1 above. 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 1/2) for all hours worked between the hours of 12:01 a.m. and 12:00 midnight in addition to eight (8) hours holiday pay or ten (10) hours holiday pay, depending on the work shift schedule, at the employee's regular straight-time hourly rate of pay.

4. For an employee working a schedule other than Monday through Friday, when a holiday falls during the employee's weekend, the employee shall be paid for the holiday as prescribed in Paragraph 1 above, or if the employee requests, eight (8) 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 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 on 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 1/2) 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 19
Longevity

1. a. Eligible County employees on the County payroll as of October 15, 1991, receive longevity when they complete five (5) full years of full-time permanent creditable service.

   b. Eligible County employees on the County payroll as of July 1, 2004, receive longevity when they complete six (6) full years of full-time permanent creditable service.

c. Employees hired after May 17, 2005, are not eligible for longevity pay.

d. 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 conditions listed below, 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. Effective October 29, 2011, longevity percentage increases for the employees entitled to the benefit will be suspended for one year, measured from the individual employee's next longevity date. Overtime pay or compensatory time shall not be considered in the calculation of longevity pay.

e. Newly hired investigators previously covered under other County contracts that include longevity shall maintain that benefit.

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 160 consecutive work hours 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. Disciplinary suspensions.

ARTICLE 20
Equipment / Clothing Allowance

1. The County will determine, purchase and maintain the necessary equipment to be used by the employees covered in Appendix A of this Agreement. Such equipment shall include but is not limited to the following:

a. An approved handgun

b. Body armor

c. Two (2) magazines and magazine pouch

d. Holster

e. Hand cuffs

f. Pepper spray

g. Raid/warrant jackets

h. Ammunition

i. Identification badges (breast badge, wallet badge with case)

j. Handcuff case

k. Pepperspray holder

l. Portable police radio

m. Collapsible baton

2. The County and the Association will continue the Equipment Reimbursement Program started January 1, 1997, to establish policies under which employees may purchase their own handgun and body armor in lieu/and instead of those items being provided by the County.

The County and the Association agree that employees who have completed one (1) year of service as of July 1, 2012, shall receive $1500.00 for the repair and replacement of their work-related equipment (not otherwise repaired or replaced by the County), professional court clothing and field attire. Clothing allowance shall not include personal garments or non-work related equipment.

ARTICLE 21
Vacation

1. Accrual of Vacation Leave

a. Eligible employees hired or rehired and working on a full-time basis shall earn vacation leave on a bi-weekly basis as follows:

Months Of Service	Hours Per Pay Period
0 - 24	3.08
25 - 96	4.62
97 - 180	5.54
181 +	6.15

b. Vacation leave accumulation shall not exceed 30 shifts on January 1 of any calendar year.

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

3. Vacation Leave Use - The purpose of vacation 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 after considering department operational needs and the seniority and wishes of the employee. All vacation leave requests must be approved at least 24 hours in advance of the leave in accordance with department policy. Exceptions may be granted by the department head or designee in cases of an emergency. Employees who have an approved scheduled vacation, which is cancelled by the department head or designee, shall at the employee's discretion and with supervisor approval, have the option of rescheduling the vacation prior to the end of the calendar year.

4. Payment for Vacation Leave:

a. Except as provided in Paragraph 2 above, upon an employee's separation from service, the employee shall be paid a lump sum for all unused/accumulated vacation time earned through the last day worked. If this is earlier than the last day of a pay period, the leave time will be prorated. Payment for unused/accumulated vacation leave will be at the employee's base hourly rate on the last day of work prior to separation.

b. Any employee with ten (10) years or more of creditable service is eligible in December of each year to submit a written request to the Director of Human Resources to be paid for 20 hours of vacation leave, provided the employee has used at least 80 hours of vacation leave during that calendar year and carries a minimum accumulated balance of 200 hours. Employees who use forty (40) hours or less of sick leave from December 1st of the preceding year through November 30th of the current year, may sell back up to an additional ten (10) hours of vacation leave. Payment will be paid in the first pay period in December of that year and taxed at the current supplemental tax rate.

5. Death of an Employee - Upon death of an employee covered by this Agreement, a lump sum payment for unused/accumulated vacation time will be made to the employee's beneficiaries or estate.

6. 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 22
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 and accepted 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 360 work hours for the same incident for employees with up to 15 years of service or 480 work hours for employees with more than 15 years of service. 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 bi-weekly 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 the maximum supplemental compensation, provided for in Section 1 above, 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 9, Grievance and Arbitration Procedures.

ARTICLE 23
Overtime, Call-back and Standby

1. Overtime - Overtime pay is defined as additional compensation earned by an employee who is held over on his regularly scheduled workshift, or is requested to return to his/her worksite at a time that is more than 12 hours after notice is given. The employee will be compensated for those hours worked at one and one-half (1 1/2) times their normal hourly rate of pay in accordance with the Fair Labor Standards Act. An employee working a 5/8 week, as defined in Article 12, and required and authorized, in writing, to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 1/2) for hours worked in excess of eight (8) per shift or 40 in an official workweek. An employee working a 4/10 week, as defined in Article 12, and required and authorized, in writing, to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 1/2) 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 12, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 1/2) for hours worked in excess of 40 hours in an official workweek. 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.

2. Call-back - When required, the department head or his/her designated representative may call back an employee. Call-back is defined as

compensation earned for returning to duty after an employee has completed his/her regular work shift, is off work for any period of time, and is requested to return to work with less than 12 hours of notice. When an employee is called back to work, the employee shall be paid overtime in accordance with Paragraph 1 above except that such overtime will be subject to PERS retirement. The employee will be paid for a minimum of three (3) hours regardless of having worked less than three (3) hours, or the employee will be paid for the amount of time actually worked if it is over the three (3) hours.

3. Compensatory Time - Compensatory time may be accumulated in lieu of overtime at the discretion of the employee and with the approval of his/her department head. Compensatory hours will be provided at a rate of one and one-half (1 1/2) hours for every one (1) hour worked outside of the employee's normal work shift. Call-back time cannot be converted to compensatory time.

   An employee may accumulate up to a maximum of 240 hours of compensatory time. Use of this time is administered in the same manner as vacation time. 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 17, Section "1a" unless all sick leave has been exhausted.

   Any compensatory time accumulated above 240 hours shall automatically be paid to the employee in cash. 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.

4. Standby Time - 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 department issued cell phone 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 2.

5. 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.

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

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

ARTICLE 24
Acting Pay

Each time a permanent status employee is directed in writing and temporarily accepts the duties and responsibilities of a classification of a higher salary than the employee's for a period in excess of five (5) consecutive 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 30 calendar days requires the written approval of the department head and may not exceed 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 25
Insurance

1. Group Insurance - Members of the Association will be covered under the County's Group Health and Medical Insurance Program.

    a. To be eligible for group insurance, an employee must occupy a permanent budgeted position, work at least 20 hours per week, and meet the necessary qualifying periods associated with the insurance program. The County's contribution for employees who work less than 40 hours shall be prorated. Any employee who is on an authorized leave without pay status for over 30 consecutive calendar days will be responsible for reimbursing the County for the employee's insurance premium, the total dependent coverage insurance premium, and long term disability insurance premium from that day forward. If the leave without pay status does not coincide with the premium payments, then any such premiums shall be prorated.

b. 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%

c. The Association and the County agree that all employees hired after April 19, 2011, shall pay ten percent (10%) of the total health and dental insurance premium per month.

2. The Association shall be furnished a copy of the official agenda of the Clark County Group Health Insurance Plan's executive board at least ten calendar days in advance of a scheduled executive board meeting and a copy of the official Clark County Group Health Insurance minutes.

3. Long Term Disability Insurance - The County will provide long term disability Insurance to employees who occupy a permanent budgeted position. Employees must meet the qualifying requirements associated with the plan.

   The County will pay a maximum premium of $15.71 per month for each eligible employee toward the LTD plan. The initial benefits of the plan will be determined based on the maximum premium. Effective July 1, 2005, the County will increase the premium by five percent (5%) for the second (2ND) year of this agreement, in order to provide the same benefit level that all full-time non-management employees covered by the Clark County's long term disability (LTD) plan receive. Thereafter, the benefit levels will remain consistent with the Clark County's full-time non-management long-term disability (LTD) plan benefit levels for the remaining term of this agreement. 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.

4. Life Insurance - The County shall pay 100% of the premium cost of a group life insurance policy providing to each employee an amount of coverage of $20,000. 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 or 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 the Clark County Human Resources Director and the County Comptroller.

ARTICLE 26
Private Automobiles

As a normal practice, employees will not use private automobiles in the performance of their duties without specific written authorization from the employee's supervisor. Where an employee, at the County's request, agrees to use the employee's private automobile in the performance of his/her duties, the employee shall be reimbursed at the standard mileage rate as set by the NRS for each mile actually traveled in the performance of such County duties. If an employee is frequently 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 such use. In the event the employee is required to transport for any purpose, the County must provide an appropriate vehicle.

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
Labor/Management and Safety Committees

1. The Labor/Management and Safety committee shall be composed of a minimum of four (4) members with a minimum of two (2) members representing the Association and two (2) members representing the District Attorney's office. Association committee members shall be appointed by the Association and may include representatives from NAPSO/CWA, AFL-CIO. District Attorney representatives shall be appointed by the District Attorney and may include representatives from Clark County Human Resources Administration. The committee shall meet monthly or as often as mutually agreed. The parties shall alternate the chairing of the meetings. The meetings will be held at a mutually agreed to date, time and location. The purpose of such meetings may include but are not limited to:

a. Discussing the administration of this Agreement;

b. Exchange of general information of interest to the parties;

c. Give the association committee members the opportunity to share the views of their members and/or make suggestions on subjects of interests to their members such as performance standards, job descriptions, policies, procedures and other issues;

d. Discussing safety and training issues to insure that sufficient training is provided to maintain association members Nevada P.O.S.T. certification and provide for a safe work environment.

1) Agenda items for subsequent meetings will be determined at the close of each meeting.

2. To facilitate the adjustment of work schedules, the committee will notify all members and their immediate supervisors of the dates and times of committee meetings.

3. Association committee members shall not lose pay for time spent in any meetings authorized by the provision of this article. Meetings will be conducted during normal working hours.

ARTICLE 29
Compensation

1. The salary schedule in Appendix B shall remain unchanged from July 1, 2012 through June 30, 2014, with the possibility of either party requesting a re-opener in the second year of this Agreement. Any increase or decrease in the PERS contribution shall continue to be shared equally between the County and the employees covered by this Agreement.

Rewards and Incentives Programs

1. The Clark County District Attorney Investigators Association (CCDAIA) and Clark County agree that employees covered by the CCDAIA Collective Bargaining Agreement shall continue to remain eligible to participate in all rewards and incentives programs approved by the Clark County Board of Commissioners, for full-time non-management employees.

2. The CCDAIA and the County agree that employees covered by the CCDAIA Collective Bargaining Agreement shall continue to remain eligible to participate in

all rewards and incentives programs that the Office of the District Attorney establishes for full-time non-management employees in that office.

3. The CCDAIA and the County agree that future rewards and incentives programs approved either by the Clark County Board of Commissioners, or the Office of the District Attorney, that are made available to other full-time non-management employees of the Office of the District Attorney, shall also be made available to the employees covered by the CCDAIA Collective Bargaining Agreement.

ARTICLE 30
General Savings Clause

1. If any provision of this document or any application of the document to any person or persons covered by this Agreement shall be found contrary to law, 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 the law 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 negotiating teams will meet within 30 days of such passage to discuss its ramifications on the current negotiated agreement.

ARTICLE 31
Entire Agreement

The County and the Association agree that during these negotiations each party presented their proposals and counter proposals for all Articles contained in this Agreement. This Agreement therefore contains the only understanding of the parties regarding wages, benefits, working conditions, duties, and rights for those employees covered by this Agreement. Any benefit existing prior to this Agreement is negated unless specifically incorporated into this Agreement.

ARTICLE 32
Term of Agreement

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

The parties agree to a two (2) year Agreement effective July 1, 2012 through June 30, 2014. In the second year, the County and the Association may request in writing by February 1, 2013 to re-open one (1) article each in addition to the right of either party to re-open Article 29, Appendix B.

ARTICLE 33
Posting of Vacancies

1. The Association agrees that the County has the right to fill vacancies, make reassignments and classify positions in accordance with Clark County Personnel Policies and Procedures as adopted by the Clark County Board of Commissioners.

2. When a new position is created or an existing position becomes vacant, in the bargaining unit, the Clark County Human Resources representative as designated by the County Manager, after consulting with the appointing authority, shall determine how the vacancy is to be filled. If a permanent position vacancy is created within the Association, and there is no current eligibility list, the County will post a job announcement using the standard format for at least 7 calendar days if a department recruitment or 14 calendar days if a County of open recruitment to accept applications, except when such vacancies are to be temporarily filled on an emergency basis.

   For open examination positions, an announcement of the open examination may be posted concurrently with the promotional announcement.

3. The Association Secretary will be furnished a copy of all job announcements for positions covered by the Association.

For the County:

Susan Brager, Chair
Board of County Commissioners

For the Association:

Ruth Leon, President
DA Investigators Association

For the Office of the District Attorney:

Steven B. Wolfson
District Attorney

APPENDIX A
List of Classifications

Class Code	Class Title	Schedule
N46242	Investigator I	D5
N46243	Investigator II	D6
N46244	Special Investigator	D7

APPENDIX B

DAIA SALARY SCHEDULE & RANGES
JULY 1, 2012 – JUNE 30, 2014

		MINIMUM	MAXIMUM
SCHEDULE D05			
	ANNUAL	49,067.20	76,024.00
	BIWEEKLY	1,887.20	2,924.00
	HOURLY	23.59	36.55
SCHEDULE D06			
	ANNUAL	52,956.80	82,076.80
	BIWEEKLY	2,036.80	3,156.80
	HOURLY	25.46	39.46
SCHEDULE D07			
	ANNUAL	57,200.00	88,670.40
	BIWEEKLY	2,200.00	3,410.40
	HOURLY	27.50	42.63

APPENDIX C
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: _____

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;
- 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 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:

_____

_____

(Continue on side 2 and/or attach additional sheets if necessary)

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
____Inhibitions
____Disoriented behavior
____Slurred speech
____Excessively talkative
____Wanders aimlessly
____Depression
____Rapid speech
____Staggering walk
____Violent behavior
____Other _____

Actions taken: _____

_____

_____

_____

Comments by employee: _____

_____

_____

_____

(Please ensure confidentiality of report in distribution)

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

TESTING PROCEDURES CHECKLIST:

____Complete and send Observation/Incident Report

____Advise employee of right to Association representation

____Advise employee of leave procedures

____Advise employee of refusal to test policy

____Transport employee to collection site and make arrangements for transporting the employee home

LETTER OF AGREEMENT
BETWEEN
CLARK COUNTY DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION
AND
CLARK COUNTY

EQUIPMENT REIMBURSEMENT PROGRAM

An equipment reimbursement program exists that will allow investigators who wish to participate an opportunity to purchase soft body armor, an optional duty weapon, a holster and magazine pouch. Under no circumstances are investigators to charge any of this equipment to the Clark County District Attorney's Office (DA's Office). These are personal purchases, not tax exempt, and are reimbursed on an after-purchase basis. These items are to be utilized while on duty, replacing the items issued by the department, and must meet the following guidelines:

SOFT BODY ARMOR

This portion of the program is applicable for commissioned personnel covered by Clark County District Attorney Investigators Association's (CCDAIA) Collective Bargaining Agreement.

1. The soft body armor must meet or exceed NIJ Standards of Threat, Level IIA.

2. Each vest shall have a life cycle equal to the manufacturer's original factory warranty.

    a. Replacement eligibility will be determined in January of each year. Yearly replacement eligibility shall be determined by testing one investigator's vest for effectiveness. In cases of duty related incidents which compromise an investigator's vest, the investigator shall immediately be eligible to be reimbursed for a new vest.

3. A representative of the DA's Office will determine the maximum allowable amount to be reimbursed to an investigator for the vest of his/her choice in January of each year. That maximum reimbursement amount will be the average suggested retail price of a vest meeting the above-referenced minimum standards, plus ten (10) percent. The maximum reimbursement amount shall be determined by the obtaining of price quotes from three local distributors for vests meeting the above listed criteria.

4. Reimbursement shall be for the actual cost of the vest or the maximum allowable amount as established in section 3, whichever is less. An original receipt for the vest purchase must be presented at the time of request for reimbursement, a copy of which shall accompany the request.

OPTIONAL DUTY WEAPON/HOLSTER/MAGAZINE POUCH

Eligibility

Only permanent full-time District Attorney Investigators covered by the CCDAIA Collective Bargaining Agreement are eligible to be reimbursed for the purchase of an optional duty weapon.

Requirements

1. The firearm and related equipment (magazine, holster and magazine pouch) much comply with the optional duty weapon criteria set forth in the Clark County District Attorney's Policy Manual.

2. The investigator must qualify at the range with his/her optional duty weapon, in accordance with policies set forth by the DA's Office, prior to requesting reimbursement.

3. There will be a one-time only reimbursement of up to $724.00 for the optional duty weapon, holster and magazine pouch. If the optional duty weapon, holster or magazine pouch is damaged or lost in the line of duty and is not due to negligence by the investigator, a subsequent reimbursement up to $724.00 shall be granted.

4. Once an investigator has complied with the steps listed above, he/she may request reimbursement for his/her purchase. He/she shall present an original receipt for his/her purchase at the time of the reimbursement request, a copy of which shall accompany the request. Reimbursement shall be made in the amount of the actual cost to the investigator, not to exceed the maximum amount of $724.00, listed above.