Agreement Between Clark County and

THE JUVENILE JUSTICE SUPERVISORS AND ASSISTANT MANAGERS ASSOCIATION

NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS

COMMUNICATION WORKERS OF AMERICA

LOCAL 9110

Juvenile Justice Supervisors & Asst. Mgrs. Association

July 1, 2012 to June 30, 2014

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AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

THE JUVENILE JUSTICE SUPERVISORS
AND ASSISTANT MANAGERS ASSOCIATION
NEVADA ASSOCIATION OF
PUBLIC SAFETY OFFICERS, NAPSO
COMMUNICATION WORKERS OF AMERICA
LOCAL 9110

JULY 1, 2012

To

JUNE 30, 2014

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ARTICLE 1
Agreement

This Agreement is made and entered into this 11th day of July, 2012, by and between the Juvenile Justice Supervisors and Assistant Managers Association, Nevada Association of Public Safety Officers (NAPSO), NCPSO/CWA Local 9110, AFL-CIO, 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".

ARTICLE 2
Intent

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

ARTICLE 3
Recognition

1. The County hereby recognizes the Association as the sole and exclusive collective bargaining representative of those County employees with Peace Officer status as assigned to the classifications listed below. These employees are eligible to be represented by the Association except as limited by Section 2 of this Article. Both parties recognize that the Association retains its right to appeal under the provisions of NRS 288.170.

   <u>Bargaining Unit</u>
   Juvenile Probation Supervisor
   Assistant Manager of Juvenile Justice Services

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

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

b. Confidential employees.

c. Employees exempted in accordance with NRS 245.216.

d. Probationary employees.

e. Temporary employees.

f. Part-time hourly employees.

g. Volunteers.

3. Subject to the provisions of NRS Chapter 288, the County reserves the right to withdraw recognition of the Association in the event the Association:

   a. Fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its Executive Board members, if any;

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

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

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

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

ARTICLE 4
Discrimination Clause

The County, the 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, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

ARTICLE 5
Anti-Strike Clause

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, in accordance with NRS 288.

ARTICLE 6
Management Rights

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

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

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

   c. To determine:
      (1) Appropriate staffing levels and work performance standards, except for safety considerations;

      (2) The content of the workday, including without limitation workload factors, except for safety considerations;

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

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

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

   d. To maintain the efficiency of its governmental operations.

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

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

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

ARTICLE 7
Employee Rights

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

2. The County shall provide bulletin boards of at least 24 x 36 inches for use by the Association to enable employees in the bargaining unit to see notices posted thereon when reporting to or leaving their work stations or during their break periods.

3. All notices which appear on the Association's bulletin boards shall be posted by the highest ranking local Association official or their designee, as identified in writing and shall relate to items of interest to the members. Association notices relating to the following matters may be posted without the necessity of receiving the County management representative's prior approval:

   a. Association recreational and social affairs;

   b. Notice of Association meetings;

   c. Association officers and committee appointments;

   d. Notice of Association elections;

   e. Results of Association elections;

f. Reports of standing committees and independent arms of the Association; and

g. Publications, rulings or policies of the Association.

4. All other notices of any kind not covered by (a) through (g) above must receive the prior approval of the Clark County Human Resources Director. It is also understood that no material may be posted on bulletin boards at any time which contain the following:

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

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

   c. Attacks on any other employee organization, regardless of whether the organization has local membership; and

   d. Attacks on and/or favorable comments regarding a candidate for a partisan political office within County government.

ARTICLE 8
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 County shall allow the representatives time to conduct Association business. The representative shall represent the three divisions of the Department. Representative 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 400 hours may be used to investigate grievances and meet with grievant, attend conferences, conventions, attend to legislative matters or other Association business. Should one or two Association members also be elected to the Executive Board of the Nevada Association of Public Safety Officers (NAPSO), NCPSO/CWA Local 9110 AFL-CIO, The President, or designee, shall be granted an additional 110 hours to attend to the business of the NAPSO each fiscal year.

b. When Association members use these hours for activities performed on behalf of the Association away from 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. Such leave shall not be cumulative from fiscal year to fiscal year.

c. 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 the 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 the Association activities and business shall be sent immediately to the Clark County Human Resources Department and the Association. The representatives shall be relieved of duty unless operational demands prohibit granting the request. The employee shall not abuse use of representative time and the immediate supervisor will not unreasonably with hold use of said time. The President may appoint one alternate representative, who may serve in the absence of the respective representative who is on authorized leave or is otherwise unavailable.

3. Representatives of the Association may communicate with the individual employees at the work site before or after the employee's work shift, or during lunch and/or rest periods. 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 the 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 the representatives must be conducted during the employee's work breaks or lunch period.

4. The members of the Association's bargaining 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. Such payment excludes pre and post negotiation meetings. 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 by ground rules language mutually established during negotiations.

5. The Human Resources Department shall furnish to the Association, a copy of all job announcements for the positions to be filled in the Department. If this bargaining unit covers the position, then Human Resources will provide the name of the person filling the vacancy.

6. Upon completion and ratification of this Agreement, and approval by the Board of County Commissioners (BCC) 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.

ARTICLE 9
Employee Deductions

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

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

3. The Association agrees to indemnify, defend and hold the County harmless against any and all claims or suits that may arise out of or by reason of action taken by the County in reliance upon any authorization cards submitted by the Association to the County. The Association agrees to refund to the County any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

4. The Association will certify to Clark County Human Resources, in writing, the current rate of membership dues. The County will be notified of any change in the rate of membership dues 30 days prior to having to make the change to the payroll deduction. Dues shall be remitted per pay period to the Association by Clark County. Along with the remittance, the County

will provide the Association, in electronic format, a listing of the bargaining unit employees with social security numbers and the dues amount paid. The Association will advise the County when employees elect to withdraw membership. The County will stop dues deductions within 30 days after receipt of notification from the Association.

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

ARTICLE 10
Labor/Management and Safety Committees

1. The Labor/Management and Safety Committee shall be composed of four (4) members with two (2) members representing the Association and two (2) members representing the Department. Association committee members shall be appointed by the Association. The Department's representatives shall be appointed by the Department Director/Chief Juvenile Probation Officer. The committee shall meet monthly or as often as is mutually agreed. The parties shall alternate 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 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 member opportunity to share the views of their members and/or make suggestions on subjects of interest 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;

   e. 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 11
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. On occasion, the department and/or human resources will conduct a preliminary investigation and forward information to the Office of Diversity (OOD) with the approval of the county manager and/or designee.

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. Unsatisfactory performance, unprofessional conduct, inappropriate conduct, 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. Employees who excessively use social networking sites and/or pornographic (not involving minors) sites using the county assigned computer will automatically be placed on a Last Chance Agreement. Employees who use social networking sites and/or pornography involving minors using the county assigned computer will be automatically terminated and will be referred for possible criminal prosecution.

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. Any employee that receives a suspension at any level is automatically disabled from receiving his/her next scheduled merit increase.

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 the Department of Juvenile Justice Services 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 the Department of Juvenile Justice Services 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, the Department of Juvenile Justice Services administration, and/or Clark County Human Resources. Upon written request of the employee to the department head 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.

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.

Section 3 – NERC/OOD Procedure

The County Manager, or his/her designee, may assign the investigation of a Title VII complaint to staff outside of the Office of Diversity (OOD):

1. To avoid a conflict of interest;

2. To a person who possesses specialized expertise in conducting like investigations; or

3. To redistribute workload.

If an OOD investigation is assigned to alternate staff, the subsequent findings and/or recommendation will be deemed final for purposes of this section. Employee(s) being investigated shall have the right to Union representation commencing at this level and continuing throughout the entire procedure. If discipline results from the investigation, employees are eligible for Step I and Step II meetings, and Step III arbitrations as defined in Section 2 of this Article. However, 1) if the department head chooses not to conduct the Step I meeting within the time frames, then the case will be heard at the next level; 2) if the matter proceeds to the arbitration process, then in addition to satisfying the standard requirements and qualifications for an arbitrator, the individual hearing matters covered in this Section must have training or expertise in the application and interpretation of civil rights laws.

ARTICLE 12
Personnel Layoff, Recall and Appeal Procedure

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

The determination of the number of positions and classifications to be affected by a layoff is a management right. The County and the 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, with the least senior employees being laid off first.

   b. If two or more employees have identical seniority levels within the department, the employees with the greater length of county service, as determined by the employee's hire date, shall be given preference.

   c. If a tie still remains then preference will be given based upon the last four (4) digits of the employee's social security number with the smaller number being first.

3. To provide for the continued operation of the County, each department head may exempt 5% of the total number of positions authorized in the current budget within his/her department and retain them regardless of seniority. In the event that the 5% does not equal an exact number of employees, the fraction shall be rounded off to the next higher whole number.

   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. By letter of agreement dated May 22, 2012 between the Juvenile Justice Probation Officer's Association and the Juvenile Justice Supervisors and Assistant Manager's Association agreed to permit bumping to the Juvenile Probation

Officer classification for layoff purposes only;

b. Meets the minimum occupational qualifications; 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(s) for a period of two (2) years. Previous employees shall be notified by certified mail, return receipt requested, at their last known address and shall, within ten (10) calendar days of receipt, respond affirmatively, by certified mail or in person, that they are accepting the offer of recall. Failure to respond in a timely manner will mean that the person has refused the offer of recall and the person will be removed from the recall list(s). An employee must be available for work within two (2) weeks of acceptance of the offer.

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

   a. Employees who are reduced in grade;

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

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

   If there are no applicants from the recall list, the department will fill 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(s) shall be placed on the new respective list(s).

3. Upon recall after layoff, the time that the person was on layoff shall be

counted as a break in service.

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

Section 3 - Definitions

1. Breaks in Service:

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

   - Disability leave
   - Layoff if recalled
   - Authorized leave without pay
   - Approved FMLA leave
   - Approved worker's compensation
   - Approved catastrophic leave
   - Any member who is ordered to active military duty shall continue to earn seniority during the period consistent with the Uniformed Services Employment and Reemployment Act (USERRA)

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

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

   - Resignation
   - Removal for just cause
   - Failure to return from a leave of absence
   - Failure to respond to a recall from layoff
   - Disability separation
   - Disability retirement
   - Unauthorized leave without pay
   - Incarceration
   - Job abandonment

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

or classification series. Seniority will be bridged if the classification or series is the same.

ARTICLE 13
Basic Workweek

1. The official workweek is comprised of seven (7) workdays which begins on each Saturday at 12:01 a.m. and shall end at midnight of the following Friday. The official workday shall begin at 12:01 a.m. and shall end at midnight. Except as may be otherwise provided, an employee who occupies a full-time permanent position shall work 40 hours, including meal and rest breaks, in each workweek. The Department Head or his/her designee will be the final arbiter on an employee's work schedule. Such decision shall include but not be limited to operational demands.

2. Employees working a 5-day, 40-hour week (designated 5/40) shall work eight (8) hours per shift for five (5) shifts within the official workweek, and shall receive two (2) consecutive "24-hour periods off". Permanent work schedule adjustments shall be exempt from this provision when the work schedule adjustment is more than six (6) months after any previous permanent work schedule adjustment.

3. Employees working a 9/80 Alternative Work Schedule shall work nine (9) hours per shift for four (4) shifts each week of the pay period, and shall work eight (8) hours for one shift on one week of the pay period. Employees shall receive three (3) "24-hours periods off" of which two (2) 24-hour periods must be consecutive on the thirty-six (36) hour week. Employees shall receive two (2) "24-hour periods off" that must be consecutive during the forty-four (44) hour week. The eight (8) hour shift will be scheduled the same day of the week as the third "24 hour period off." Permanent work schedule adjustments shall be exempt from this provision when the work schedule adjustment is more than six (6) months after any previous permanent work schedule adjustment.

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

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

weekend.

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

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

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

9. Within 30 calendar days of request, the department head or designee(s) will meet with the requesting employees to determine and identify those work sections within the requesting employees' department wherein the majority of the employees desire a schedule change from five (5) 8-hour shifts per workweek (5/40) to four (4) 10-hour shifts (4/40) or some other established work schedule and the practical and feasible aspects of such change. Such discussion may also be included as a topic in the Labor/Management and Safety committee as provided for in Article 10 of this Agreement.

   Where it is determined by the department or designee and the employees that the conditions and circumstances allow for an adjustment in work schedule, the affected department head shall have the authority, subject to the approval of the County Manager to effect such change, including the discretion to institute a "trial" period for the purpose of evaluating same based on agreed upon performance standards and objectives.

10. No permanent employee shall be assigned to a regular schedule that requires him/her to work more than two (2) different shifts in a 40-hour workweek.

11. 24-Hour Shift Assignments: Juvenile Justice Services

    a. An employee assigned to work a 24 1/4 hour shift will be compensated for 16 1/4 hours at the employees' regular straight-

time hourly rate, plus applicable premium pays, for each 24 1/4 hour shift.

b. An employee will also receive compensation for eight (8) hours within each 24 1/4 hour shift at the rate of 33% of the employee's regular straight-time hourly rate for each hour. Employees are required to remain at their work sites during this 8-hour period and are permitted to sleep, unless interrupted to return to duty. If an employee is interrupted to return to duty within these eight (8) hours, compensation as defined in this Paragraph will cease while the employee is performing assigned duties, and the employee will be compensated at the time and one-half (1 ½) overtime rate while performing assigned duties. If the interruption lasts longer than three (3) hours, the employee will be compensated for the entire 8-hour period at the time and one-half (1-½) overtime rate.

c. Within each pay period, employees will be paid as provided in this Article for their scheduled or authorized hours of work reduced by any time charged as leave without pay.

d. An employee absent for a scheduled 24 1/4 hour shift will be charged 16 1/4 hours of leave for each 24 1/4 hour shift in addition to not earning the compensation provided in Paragraph 2 of this Article for the 8-hour "sleep" period. An employee absent for a portion of his/her scheduled 24 1/4 hour shift will be charged leave for the portion absent from the 16 1/4 hour period, defined in Paragraph 1 of this Article, and will not earn the compensation, provided in Paragraph 2 of this Article, for the portion absent from the 8-hour "sleep" period. When an employee is authorized to be absent for the entire portion of the 16 1/4 hour period, defined in Paragraph 1 of this Article, following the 8-hour "sleep" period, the employee may leave the work site during the "sleep" period only with specific authorization from the employee's supervisor.

e. Shift differential of four percent (4%) of an employee's regular straight-time hourly rate of pay shall be paid for the portion worked by the employee of the 16 1/4 hour period, defined in Paragraph 1 of this Article, from the start of the 24 1/4 hour shift to the start of the "sleep" period, defined in Paragraph 2 of this Article.

f. Acting pay will be paid in accordance with Article 20 of this Agreement to an employee meeting the defined conditions and performing duties of the higher classification for five (5) or more consecutively scheduled 24 1/4 hour shifts.

g. Holiday overtime pay, as defined in Article 22, Paragraph 3 of this Agreement, will be paid for only the portion of the 16 1/4 hour period, defined in Paragraph 1 of this Article, worked by the employee prior to midnight of the designated holiday. Notwithstanding any provision contained in Article 22 of this Agreement, employees assigned to Spring Mountain Youth Camp working a twenty-four (24) hour shift shall receive pay equal to their work shift schedule.

h. Overtime, as provided by Article 18 of this Agreement, may be earned by an employee regularly assigned to work cycles of 24 1/4 hour shifts when the employee works more than 86 hours within the defined 14 day work period. Hours worked includes all scheduled or authorized hours actually worked, excluding any time worked when interrupted during the 8-hour "sleep" period, (normally 16 1/4 hours per shift), and time charged as sick leave. Employees working less than a full cycle of consecutive 24 1/4 hour shifts, but working at least one (1) 24 1/4 hour shift, are entitled to overtime compensation, as provided by Article 15 of this Agreement, for hours worked in excess of 40 in an official workweek.

12. The department may establish an alternative workweek schedule to comply with the Fair Labor Standards Act definition of workweek, Section 778.105 (FLSA Regulations 29 CFR, July 1985) and define the workday. The program shall be implemented in those work sections when the majority of employees desire an alternative workweek schedule and shall comply with Section 8a above.

ARTICLE 14
Compensation

Effective July 1, 2012, the salary plan in effect from October 18, 2011 through June 30, 2014, covering scheduled employees in Appendix A will remain unchanged.

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

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

   a. Upon initial appointment to the County position, an employee shall serve a probationary period. The probationary period will be a

minimum of 520 hours worked but no longer than 2080 hours worked as determined by the department head.

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

3. When a former employee is rehired after a break in service of no more than one (1) year from the date of separation, to a position in the same class held at the time of separation, he/she may be paid at, or below, the salary he/she held at the time of separation.

4. When an employee is promoted, he/she, at a minimum, shall be entitled to the lowest salary in the higher grade that provides an increase over the salary last received. Any exception may be approved by the County Manager or designee upon written justification.

   a. A promoted employee shall serve a qualifying period. The qualifying period will normally be 1,040 hours worked but may not be less than 520 hours worked nor longer than 2,080 hours worked as determined by the department head. At the conclusion of the qualifying period, the employee shall be given a performance evaluation. Based on the evaluation, the employee will either be accepted or rejected for the position. If rejected, the employee will be placed in his/her previous position. The job will be held open for the duration of the promoted employee's qualifying period, or filled at the department heads discretion.

5. When an employee is demoted, his/her wages, hours, terms and conditions of employment, shall be guided by the applicable bargaining agreement. Demotions, except for reclassification, initiate a new anniversary date. Employees failing a qualifying period and demoted shall have their salary reduced to that of the salary held prior to being placed on the qualifying period.

6. When an employee transfers or is reassigned to a position outside of this bargaining unit, the governing document covering the new position shall determine compensation and benefits and the employee will no longer be eligible for membership in this bargaining unit.

7. For the purposes of this Article, "hours worked" shall be defined as any paid straight-time hours.

ARTICLE 16
Posting of Vacancies

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

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

   For those positions that it is determined by the Clark County Human Resources representative as designated by the County Manager and the appointing authority to have an open examination, an announcement of the open examination may be posted concurrently with the promotional announcement.

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

4. The Association will be furnished a copy of all job announcements for positions covered by the bargaining unit at least three (3) days prior to the posting of any recruitment announcement.

ARTICLE 17
Overtime, Call Back, and Standby Pay

1. Overtime Pay - An employee working a 5/40 week, as defined in Article 13, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked in excess of 40 in an official workweek. An employee working a 4/40 week, as defined in Article 13, and required and authorized in writing

to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked in excess of 40 in an official workweek. An employee working some other established work schedule as provided in Article 13, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked in excess of 40 hours in an official workweek.

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

3. Scheduled Weekend Overtime Pay - An employee required to return to his/her work site for duty during his/her scheduled weekend, as defined in Article 13, with at least 12 hours' notice, shall be compensated at an overtime pay rate of time and one-half (1 ½) for all hours worked or shall be compensated for a minimum of three (3) hours at time and one-half (1 ½)(4 ½ hours pay), whichever is greater.

4. Overtime Pay For Holidays Worked - If an employee is required to work on a holiday, compensation shall be made as stipulated in Article 22 of this Agreement.

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

6. Overtime Pay/Compensatory Time Pay and Accruals - Overtime pay provided in this Article is at the rate of time and one-half (1 ½) and shall be made in compensatory time off or overtime cash payment at the discretion of the employee and approval of the department head based on financial or operational needs. Compensatory time off should be used in the following 90 days, but may be accumulated to a maximum of 200 hours. All requests to use compensatory time must be approved at least 24 hours in advance of the time off in accordance with department policy, except in cases of emergency as determined by the department head or designee.

An emergency shall not include absences for which sick leave is to be used as defined in Article 24, Section 1, unless all sick leave has been exhausted. Any compensatory time accumulated above 200 hours shall automatically be paid to the employee in cash.

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

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

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

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

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

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

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

12. If a Department requires overtime it shall create a voluntary overtime list, based on classification. Mandatory overtime shall be enacted after the voluntary overtime list is utilized. Employees may be mandated to work overtime, in lieu of, the voluntary overtime list based on specific knowledge, skills and abilities that may be required for the overtime assignment at the Department Head's discretion. The procedures for the implementation and development of voluntary overtime shall be developed under the provisions set forward in Article 10, Labor/Management and Safety Committee. Management shall be reasonable and fair in determining excused reasons for employees unable to work mandatory overtime. Employees shall not be disciplined for excused reasons for not working mandatory overtime. Employees may refuse mandatory overtime provided it is of an emergent nature as determined by the Department Head or designee.

ARTICLE 18
Shift Differential

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

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

3. If an employee scheduled to work a regularly scheduled day shift works overtime hours consecutively following his/her scheduled shift but does not complete a second shift, he/she shall not receive shift differential pay for the hours worked beyond his/her scheduled shift.

4. If an employee scheduled to work a regularly scheduled swing shift works overtime hours consecutively following his/her scheduled shift into a

regularly scheduled graveyard shift, he/she shall receive shift differential pay for the hours worked beyond his/her scheduled shift.

5. If an employee scheduled to work a regularly scheduled graveyard shift works overtime hours consecutively following his/her scheduled shift into a regularly scheduled day shift, he/she shall not receive shift differential pay of the hours worked beyond his/her scheduled shift.

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

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

ARTICLE 19
Acting Pay

1. 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 if the employee is working a standard eight (8) hour per day, five (5) days per work week schedule, or four (4) consecutive shifts worked if the employee is working an approved flexible ten (10) hour per day, four (4) days per work week schedule, 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 on a holiday, or is in leave status. Acting pay for periods up to 30 calendar days requires the written approval of the department head prior to the effective date of the assignment 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 20
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 21
Salary Adjustment

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

   a. Successful completion of a probationary period for probationary employees, or successful completion of a qualifying period for promoted permanent or permanent-intermittent employees. Employees successfully completing their probationary or qualifying period shall only be eligible to receive a three percent (3%) salary adjustment; and

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

2. For the purpose of determining eligibility for annual salary adjustments, employees shall meet expected performance standards as described in Section 3. Upon meeting such requirements, employees shall then be eligible for a salary adjustment.

   During the period from July 1, 2012 through June 30, 2013, eligible employees shall receive a two percent (2%) salary adjustment. This adjustment will be retroactive for eligible employees with an anniversary date occurring between July 1, 2012 and the ratification and approval of this agreement.

   From July 1, 2013 through June 30, 2014, eligible employees shall receive an annual salary adjustment of a three percent (3%) increase.

   Employees shall receive their annual salary adjustment unless the employee (1) has received a suspension during the evaluation period, or (2) has a violation of Article 36 of this agreement that results in suspension of leave without pay during the evaluation period, (3) is in leave without pay status for over six (6) months of the evaluation period, or (4) if the majority of the performance factors received are unsatisfactory. An employee must receive an interim evaluation if they are to be denied a salary adjustment.

An employee shall be informed in writing of the specific reason (s) for the denial of a salary adjustment. In the event an employee has not been advised that he/she is to be denied a salary adjustment within forty-five days from the date he/she is eligible for such adjustment, that employee shall automatically receive a four percent (4%) adjustment retroactive to his/her respective review date.

3. Employees shall receive salary adjustments based on the following prescribed levels of performance "Meets Performance Standards." Probationary and qualifying employees shall only be eligible for a three percent (3%) increase.

4. In the event an eligible employee receives no salary increase, the employee shall be entitled to complete an objection form, which will be filed with the Article 21 Appeal and Review Committee by submitting it to the Director of Human Resources. The employee must complete the objection form including an explanation and reasons why the employee should be eligible for a salary adjustment within fifteen (15) days of receiving their performance evaluation. Each employee who chooses to complete an objection form has the option to request that the objection be filed in their permanent record or that the objection form be forwarded for review and possible action by the Appeal and Review committee

   The Director of Human Resources will forward to the committee a copy of the objection form, a copy of the interim evaluation, a copy of the annual performance evaluation and any relevant information to be used by the appeals committee for review of objections as outlined in Section 5(b) of this Article.

5. a. The Appeal and Review Committee will meet to develop performance factors for any newly created classifications.

   b. The Association and the County agree to establish a Countywide Article 21 Appeals and Review Committee comprised of eight (8) members, four (4) members representing the Association and four (4) members representing the County, with the County and Association each appointing its own members. Its purpose is to (1) review the implementation of the County's merit evaluation process; (2) monitor the quality and quantity of the objections, and make final determinations about increases brought before the Committee for review.

      In reviewing the objections to employee performance evaluations, the Committee may be given access to the employee's personnel file, but only with the written consent of the employee.

If the Committee stalemates, the objection process is considered complete. If a simple majority (50% plus one) of the committee votes to sustain the objection, it will have the authority to have a zero overturned and award the employee an increase consistent with this article.

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

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

   a. Authorized military leave, provided that the person is reinstated within 90 calendar days following other than dishonorable or bad conduct discharge from military service;

   b. Authorized educational leave;

   c. Time during which employee is receiving compensation from the County for an injury or disease arising out of and in the course of his/her employment;

   d. Authorized leaves of absence without pay of 21 consecutive calendar days or less within any calendar year;

   e. Authorized leaves of absence with pay;

   f. Periods of qualifying service which immediately precede a layoff or authorized leave of absence; and,

   g. Authorized Association leave.

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

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

Rewards and Incentives Not Included in the Base Salary:

1. The County and Association agree to explore the development and implementation of new Rewards and Incentives Programs, and improve existing Programs, for implemented suggestions and accomplishments by

individuals and/or teams for measured cost savings, and improved quality and customer service. Such rewards may be monetary or non-monetary.

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

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

   b. Implemented suggestions resulting in cost savings;

   c. Certificates of appreciation and/or accomplishments;

   d. Additional compensation for career accomplishments; and

   e. Reimbursements as an educational incentive.

ARTICLE 22
Holidays

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

   January 1 (New Years Day)*
   Third Monday in January (Martin Luther King, Jr's Birthday)
   Third Monday in February (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 the County is required by state law to close for a legal holiday.

   The pay for each holiday shall be equal to the employee's regularly scheduled work shift at the employee's regular straight-time hourly rate. For employees scheduled to work Monday through Friday, holidays shall be observed on the days specified in this Section except when a holiday marked with an asterisk falls on a Saturday or a Sunday.

   A marked holiday falling on a Saturday will be observed the day before on Friday, and when it falls on a Sunday it will be observed the day after on

Monday. For employees working a schedule other than Monday through Friday, holidays shall be observed on the days specified in this Section.

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

3. If an employee is scheduled but not required to work during the workday he/she is to observe a holiday, the employee shall be paid for the holiday as prescribed in Section 1 of this Article. If an employee is required to work on the day he/she is to observe a holiday, the employee shall receive payment at the rate of time and one-half (1 ½) for all hours worked between the hours of 12:01 a.m. and 12:00 midnight, in addition to holiday pay for each holiday worked. Holiday pay hours shall be equal to the employee's regularly scheduled work shift 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 bank the holiday leave at eight (8), nine (9) or ten (10) hours (depending on his/her work shift schedule) of holiday leave, which 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, with the exception of Memorial Day, which must be used by December 31 of that current year. 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 ½) shall be made in compensatory time off or cash payment upon the request of the employee and approval of the department head. It is understood that a department head's approval will not be unreasonably withheld recognizing, however, the financial constraints of cash payment.

ARTICLE 23
Vacation

1. Accrual of Vacation Leave:

   a. Eligible employees hired or rehired and working on a full-time permanent basis shall earn vacation leave based on months of creditable County service as defined in Article 26 of this Agreement at the following rates for each pay period:

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

   b. Vacation leave may not be accumulated to exceed 240 hours at the beginning of any calendar year. Prior to the end of the calendar year, employees with more than 240 hours of leave will be given the option of placing the hours above 240 in the catastrophic leave bank in accordance with Article 24, Sick Leave, Section 3, Catastrophic Leave Program, sell-back vacation leave subject to the conditions outlined in Section 4 (b) herein, or lose the leave. If an employee selects none of the options, then the excess hours will automatically be placed in the catastrophic leave bank.

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

3. Vacation Leave Use: The purpose of vacation benefits is to allow each employee time away from his/her job for rest, recreation, and the pursuit of non-employment objectives. The time when vacation leave shall be taken will be determined by the department head or designee after considering department operational needs and the seniority and wishes of the employees. Vacation leave requests must be submitted in writing and approved at least 24 hours in advance of the leave in accordance with department policy, except in cases of emergency as determined by the department head or designee. An emergency shall not include absences for which sick leave is to be used as defined in Article 24, Section 1, unless all sick leave has been exhausted. Vacation requests for one (1) shift or less may be granted without the 24-hour notification requirement referred to in this Section. Once a request for vacation leave is submitted to the department head or designee, every effort will be made to approve or deny the request in a timely manner.

4. Payment for Vacation Leave: Except as provided in Article 23, Section 2, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day worked. If this is earlier than the last day of the pay period, the vacation shall be prorated. Payment for unused vacation leave will be at the employee's base hourly rate on the last day worked prior to separation.

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

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

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

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

ARTICLE 24
Sick Leave

SECTION 1 - Use of Sick Leave

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

   a. Are incapacitated to perform job duties because of illness or injury.

   b. Are prevented by public health requirements from being at work.

   c. Need to absent themselves from work for bereavement as outlined in Article 25 of this Agreement.

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

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

f. Need to be absent when incapacitated to perform job duties because of pregnancy or childbirth.

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

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

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

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

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

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

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

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

department with his/her location during the course of the illness, unless such contact is necessary in order to obtain information from the employee that is essential to the operational needs of the department.

e. An employee may request the use of annual leave, compensatory time or leave without pay be granted in lieu of sick leave. Vacation leave shall be approved in accordance with department policy and the approval provisions of Article 23. The use of compensatory time shall be approved in accordance with department policy and the approval provisions of Article 17. Leave without pay shall be approved in accordance with department policy and the approval provisions of Article 25. The practice of advancing sick leave shall not be permitted.

f. Upon written request from the department director or his/her designee, a certificate of illness from a state licensed health care provider in an appropriate discipline may be required when there are five shifts (not related to FMLA, Catastrophic Leave, Worker's Compensation, or bereavement) of unscheduled absences within a calendar year. The initial certificate of illness period will not exceed six (6) months. Additional documentation may be required depending on the seriousness of the medical or dental problem.

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

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

SECTION 2 - Sick Leave Accrual and Payment

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

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

3. If a permanent employee separates from the service of the County after three (3) consecutive years of employment, the employee shall receive payment for one-half (½) of his/her sick leave accumulation. An employee's sick leave payoff upon separation shall increase above 50% at the rate of one and one-half percent (1 ½%) for each additional year of consecutive service above ten (10) through 20 years of service. An employee's sick leave payoff upon separation shall increase above 65% at the rate of three and one-half percent (3 ½%) for each additional year of consecutive service above 20 up 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 (1/2) of his/her sick leave accumulation.

SECTION 3 - Catastrophic Leave Program

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

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

3. Eligibility for Employee Catastrophic Sick Leave:

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

   b. An employee must meet the following definition of catastrophic illness/injury. "Catastrophic illness/injury is an illness or injury that requires inpatient care at a medical facility or that renders an employee bedridden at home. Bedridden is defined as limiting an individual's ambulatory status to home allowing attention to in-home personal care needs, attend physicians' appointments, and receive

necessary medical treatment related to their catastrophic illness. The illness or injury cannot be a result of an illegal act, nor can it be self-inflicted."

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

4. Eligibility for Family Catastrophic Sick Leave:

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

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

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

5. Once an eligible employee has exhausted all accrued paid leave (sick leave, compensatory time and vacation time) as a result of the catastrophic illness or injury, the employee may file a written request with Clark County Risk Management for Catastrophic Sick Leave. The written request must specify the length of time the employee wishes to be covered by Catastrophic Sick Leave and must be accompanied by: 1) a medical statement from the attending state licensed health care provider explaining the nature of the illness/injury, and an estimated amount of time the employee, or his/her family member, will be receiving care or will be bedridden at home; 2) evidence that the employee has notified his/her department head or designee in writing of his/her requested absence for the necessary length of time as estimated by the health care provider; and 3) a schedule of the dates and times the employee will be off from work, as approved by the department head or designee, if the employee is requesting intermittent time off to care for a family member.

6. Clark County Risk Management will review the request and verify the

employee's eligibility for Catastrophic Sick Leave. If determined eligible, Clark County Risk Management shall grant to the employee an appropriate amount of Catastrophic Sick Leave from the leave bank, provided the balance of the leave bank is sufficient. The eligible employee may take up to 320 hours of Employee Catastrophic Leave or 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 be granted additional hours of Employee Catastrophic Sick Leave. For each occurrence that Catastrophic Leave is approved, any unused hours will be returned to the Catastrophic Leave Bank. Catastrophic leave benefits will not be available to any employee currently receiving disability income benefits from the County's long term disability insurance carrier.

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

ARTICLE 25
Miscellaneous Leaves

1. Court and Jury Leave: Employees required by legal process or required by the County to appear in any court or before the Grand Jury as a juror or witness in a criminal or civil case during his/her work shift shall receive full compensation as though he/she were actually on the job during such time. He/she shall claim any jury, witness, or other fee to which he/she may be entitled by reason of such appearance and pay such fees, except mileage, to the County Treasurer within three (3) working days of receipt, to be deposited in the applicable fund of the County. An employee working other than a day shift appearing in court for the stated reasons, except for the circumstances defined in Article 17, Paragraph 4, shall retain any and all remuneration as may be authorized for such appearances. Notation will be made on the time and attendance report for the shifts of court leave granted to the employee while absent from his/her regular scheduled duties. If the employee is not selected for jury duty or is released from testimony, he/she shall return to duty if released during scheduled work shift hours. In those cases where an employee elects to retain jury duty or witness fees such time shall not be counted as time worked for the purpose of determining overtime, and the employee will not be considered on court leave for the time absent from work. No civil case shall be covered by this Section in which the employee has an interest.

All employees being summoned to jury duty will be governed by Chapter 6 of the Nevada Revised Statutes (NRS).

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

   If an employee has an approved scheduled vacation leave, that leave will not be cancelled because another employee has been granted military leave.

3. Leave Without Pay: Upon written application to the department head, a permanent status employee may, in the County's sole discretion, be granted a leave of absence without pay for a period not to exceed 90 calendar days, without prejudice to his/her status, but no vacation or sick leave credits shall accrue during any such leave period. Without approval of the department head and the Clark County Human Resources representative as designated by the County Manager, leave without pay may not be granted until all accumulated vacation leave is used. Disciplinary leave without pay may be imposed when vacation leave is still available. Any additional leave must be recommended by the department head and approved by the County Manager.

4. Parental Leave: Upon written application to the department head, an employee shall be granted a leave of absence of up to three (3) months for the purpose of caring for newborn children up to six (6) months old or legally adopting a child(ren). No vacation or sick leave credits shall accrue during the duration of any period of leave without pay. Employees are not required to use up compensatory time, vacation leave and sick leave benefits before taking parental leave without pay. Any unpaid leave shall be taken as one continuous leave period. Employees, at their discretion, may use none, any, or all of their sick leave, vacation leave, and/or compensatory time in the three (3) month parental leave period. Leave beyond this three (3) month period is at the discretion of the department head, and if approved, the employee may use compensatory time, vacation leave, sick leave, or leave without pay under the provisions of Articles 17, 23, 24, and 25 of this Agreement.

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

result of donating blood.

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

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

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

ARTICLE 26
Benefit Eligibility

Eligibility for increased entitlements to sick leave, vacation and longevity for employees on the County payroll as of the date this Agreement is effected, shall be determined by the total amount of service commencing with appointment to a County permanent budgeted position. For all employees hired or rehired after the date this Agreement is effected, eligibility for increased entitlements to sick leave, vacation and longevity shall be determined by the length of continuous permanent County service.

ARTICLE 27
Service Connected Disability

All eligible members shall be covered by a workers compensation program of the County's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits

and compensation for partial and total disability arising from industrial injuries and occupational diseases.

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

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

3. If an employee entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 340 work hours, is unable to return to work, he/she may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the County as provided in NRS 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.

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.

ARTICLE 28
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 286. Any increase in the percentage rate of the retirement contribution above the rate set forth in NRS 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 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 (½) of the decrease. Any such increase in pay will be effective the first day of the pay-period during which 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 29
Group Insurance

1. To be eligible for group insurance, an employee must occupy a permanent budgeted position and work at least 20 hours per week and meet the necessary qualifying periods associated with the insurance program. The County will then be responsible for the prorata share of the premium based on hours worked as a percentage of 40 hours per week. Any employee who is on an authorized leave without pay status over 30 consecutive calendar days will be responsible as of the 31st day for reimbursing the County for the employee's insurance premium, the total dependent coverage insurance premium and the total long-term disability insurance premium from that day forward. If the leave without pay status does not coincide with the premium payments, then any such premiums shall be prorated.

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

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

All employees hired after October 18, 2011 will pay 10% of the total health and dental insurance premium per month.

3. The County and the Association agree that an executive board of five to seven (5 - 7) management representatives will be created to manage the Clark County Group Health Insurance Plan. The Association shall be furnished a copy of the official agenda at least ten (10) calendar days in advance of a scheduled executive board meeting and a copy of the official minutes no later than ten (10) calendar days after a board meeting. Duties of the board will include:

   a. Monitoring and evaluating plan utilization and financial performance.

   b. Evaluating various contractor proposals and recommending contractors to the Board of County Commissioners.

   c. Developing and negotiating any plan changes.

ARTICLE 30
Longevity

1. Creditable Service for Longevity Computation: Periods of permanent full-time employment with the County of Clark shall be considered as creditable service for the purpose of computing longevity eligibility. Any period in which an employee, while employed by the County of Clark, is called into the active military service of the United States Armed Forces involuntarily will be considered as creditable service for computation of longevity pay. Upon completion of five (5) full years of creditable service, eligible employees on the County payroll as of October 15, 1991, shall be entitled to longevity pay in addition to their base salary. All remaining employees shall be entitled to longevity pay in addition to their base salary upon completion of eight (8) full years of creditable service. All employees hired or rehired on or after July 1, 2011 will not be eligible for longevity pay.

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

b. Newly promoted Juvenile Probation Supervisors and Assistant Managers 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 21 consecutive calendar days in a calendar year will be deducted from the creditable service for longevity pay.

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

c. Suspension periods as a result of disciplinary action.

ARTICLE 31
Private Automobiles

Where an employee is required to use his/her private automobile in the performance of County business, he/she shall be reimbursed at the rate as established by NRS for each mile actually traveled in the performance of such County business. In certain circumstances, the employee may be requested to represent the County in non-client transport activities such as official meetings or ceremonies with other County departments or external organizations, groups, or other outside private or public official meetings. If an employee is required to use a passenger vehicle in the performance of his/her job, the County will make every effort to provide a County vehicle for use. Employees shall not transport clients in their personal vehicles. In cases of extreme emergencies, employees may volunteer to use their personal vehicles to insure the safety of the youth, and only if sufficient County transportation is not available. When there is a question of vehicle safety, operations, or risk related to the use of the employees private vehicle, the employee, at their discretion, may deny the use of their personal vehicle. In the event the employee is required to transport a client for any purpose the County shall make every effort to provide an appropriate vehicle.

ARTICLE 32
EQUIPMENT AND CLOTHING

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 not be limited to the following:

   a. Body armor

   b. Handcuffs

   c. Handcuff case

   d. Pepper spray

   e. Pepper spray holster

   f. Transport Jackets

   g. Identification badges

   h. Cell phones

   i. Cell phone case

2. The County agrees to provide a $150.00 annual stipend on the employee's first paycheck in January, for the repair and/or replacement of equipment, clothing, or any other personal items damaged during the performance of job duties. No employee may grieve or arbitrate this provision.

ARTICLE 33
Long Term Disability Insurance

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

2. The County will pay a maximum premium of $18.75 per month for the first three (3) years of this agreement for each eligible employee toward the LTD plan. Thereafter, if the rate changes, Clark County will pay up to a

maximum of three percent (3%) above the adjusted premium rate. The initial benefits of the plan will be determined based on the maximum premium. 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 $18.75 per month per employee.

ARTICLE 34
Life Insurance

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

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

ARTICLE 35
General Savings Clause

1. If any provision of this document or any application of the document to any person or persons covered herein be found contrary to federal law or the NRS, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect.

   If there is any change in federal law or the NRS that would invalidate or supplement any provision of this Agreement, excluding changes in NRS, Chapter 288, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.

2. In the event NRS, Chapter 288 is amended, the County and Association officers will meet within 30 days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

ARTICLE 36
Clark County's Substance Abuse Policy

POLICY ON DRUG AND ALCOHOL FREE WORKPLACE

It is the policy of Clark County and the Juvenile Justice Supervisors and Assistant Managers Association, JJSAMA, to foster and provide a drug and alcohol free workplace for all employees. A drug and alcohol free workplace protects the safety of the public as well as the County's valuable workforce.

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

1. Guiding Principles:

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

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

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

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

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

2. Policy Purposes:

   The purposes of the substance abuse policy are:

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

b. To protect the public and employees; and

c. To provide a strong incentive for voluntary rehabilitation.

3. Rules:

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

ALCOHOL

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

b. An employee will also be subject to disciplinary action up to and including termination and may be placed on a Last Chance Agreement when the consumption of alcoholic beverages is at a time proximate to his or her work time, has an adverse effect on his or 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. In an employee that 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, where such conduct can be shown to have a direct and material adverse effect on the County's interests, including public image.

e. If an employee that 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" included in Appendix D of this policy.

3. Post-Accident:

   An employee involved in an accident while on duty may be required to

undergo a drug and alcohol test when there is:

a. Property damage, and/or

b. Personal injury

For the purposes of this Article, an accident is an unplanned happening involving an officer, while in the performance of duty, where no other factors contribute significantly to the resulting injury or damage. An accident is not an incident or series of incidents where mechanical failure, equipment failure, terrain, environment, weather, or other natural phenomenon significantly contributes to the unplanned happening. An accident is not a physical altercation between an officer and a suspect. An officer's actions or negligence must be the conclusive and primary reason for the reported injury or damage.

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

a. Any supervisor evaluating an employee for reasonable cause shall complete the Clark County "Observation/Incident Report". The Observation/Incident Report shall be sent to the appropriate department head and the Employee Relations Division of 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 is to advise 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 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% 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 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 or 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 the 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:

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 or proper legal procedure and appropriate legal authority, such as court ordered subpoena, or in connection with a disciplinary proceeding.

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

TRAINING:

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

1. <u>Supervisor Training</u>:

   Topics include:

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

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

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

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

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

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

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

2. Employee Awareness Training:

Topics include:

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

b. Impact of drugs and alcohol in workplace.

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

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

e. The Last Chance Agreement.

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

OTHER LAWS, STATUTES OR REGULATIONS

Clark County is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem 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 (a) which is not legally obtainable; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

LEGAL DRUGS: 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 37
Time and Attendance

1. The Labor/Management Committee utilized to develop the Departmental Time and Attendance policy, will convene within 60 days of BCC approval to determine what constitutes an unscheduled and scheduled leave. Further, the Labor/Management Committee shall meet on occasion to review the effectiveness of the attendance policy and update the policy when necessary.

   The Department Time and Attendance policy shall address the following: a) goal of the attendance policy, b) scheduled and unscheduled absences, c) tardiness, d) employee notification procedures when unable to report to work, e) referral of an employee to the Clark County Employee Assistance Program based on unscheduled absences, and f) issuance of Certificates of Illness and documentation regarding Fitness for Duty.

2. The Committees shall meet within 30 days of the approval and ratification of this agreement. Both parties agree that in the event the parties do not

come to an agreement within 60 working days of their first scheduled meeting that this matter will be scheduled for arbitration and neither party will bring the arbitrator's decision for a motion to vacate the award in court. Either party may rely on the previous arbitration award regarding time and attendance during the arbitration process. An employee will not receive any discipline as defined in article 11 until the 9th incident of unscheduled leave.

3. An employee is considered tardy when the employee does not begin to perform assigned duties at the start of his or her designated shift.

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

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

ARTICLE 38
Seniority

1. The County and the Association agree that a seniority list for each classification, showing the service date and date of last promotion to present classification, shall be established annually, provided to the Association and posted in each Division. If no one protests seniority shown on their behalf within thirty (30) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the next annual seniority list, posted by the second week of October.

2. Seniority shall not be broken by annual leave, sick leave, parental leave, military leave, or any leave(s) without pay (lwop) with less than twenty one (21) day duration.

3. County seniority shall be identified by the service date and defined as the length of continuous service with the county of Clark, less any periods of lwop in excess of twenty one (21) days, plus all disciplinary suspensions.

4. Classification seniority shall be determined by an employee's cumulative length of service in a position classification within a department. Where

two (2) or more employees entered the classification on the same day, county seniority shall prevail. If county seniority is equal, preference will be given based on the last four (4) digits of the employee's social security number with the smaller number being first.

5. Beginning November 1, bargaining unit members will bid on shift assignments, vacation schedules, and regular days off (RDO), based on classification seniority, for a twelve month period effective the first or second pay period in January. Employees may trade regular days off and vacation time off with one another once they secure adequate coverage. No overtime may accrue as a result of these trades. The affected employees must notify DJJS Management of all proposed changes. All trades are at the discretion of the department head or his/her designee.

6. If a department requires overtime it shall create a voluntary overtime list, based on classification. Mandatory overtime shall be enacted after the voluntary overtime list is utilized. The procedures for the implementation and development of voluntary overtime shall be developed under the provisions set forward in Article 10, Labor/Management and Safety Committee. Management shall be reasonable and fair in determining excused reasons for employees unable to work mandatory overtime. Employees shall not be disciplined for excused reasons for not working mandatory overtime. Employees may refuse mandatory overtime provided it is of an emergent nature as determined by the department head or designee.

7. The established voluntary seniority list will be utilized to assign all overtime shifts and/or details, and will continually rotate from the officer previously assigned an overtime shift and/or detail.

ARTICLE 39
Safety

1. The County and the association agree that all work shall be performed in compliance with all federal, state, and local laws.

2. The County shall discuss, through the labor-management meetings, all new or proposed changes to policies and practices that affect the safety of the employees at least fifteen (15) calendar days prior to the proposed implementation of the policy.

ARTICLE 40
Trainer Certification Pay

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

Prior approval from the Director of Juvenile Justice Services, or his/her designee, is required for trainer pay eligibility.

ARTICLE 41
Conflicting Agreements

1. This Agreement supersedes all personnel rules heretofore in effect by the County relating to those subjects addressed by the provisions of this Agreement to the extent such rules are in conflict with the terms of this Agreement. This Agreement does not preclude the County from formulating new or additional rules and guidelines, which are consistent with the terms of this Agreement or the provisions of the NRS, subject to the procedures of this Article 34.

2. It is the County's intention that this JJSAMA Agreement is to be interpreted and applied uniformly to all employees in the bargaining units under similar circumstances. This in no way precludes the individual departments from promulgating their own rules and procedures providing that such rules and/or procedures are not inconsistent with the terms of this Agreement and the Clark County Personnel Policies and Procedures. Department rules and policies will be reviewed and approved by Clark County Human Resources for consistency with the Clark County Personnel Policies and Procedures and this Agreement before implementation. The department will provide each employee with a copy of department rules and policies. A copy of all approved department rules and policies will be kept on file in Clark County Human Resources.

ARTICLE 42
Terms of Agreement

1. This Agreement shall be effective JULY 1, 2012, and shall remain in effect until the last day of June, 2014, and shall continue from year-to-year

thereafter unless the County and the Association agree to change, amend, modify or terminate this Agreement pursuant to the provisions of NRS Chapter 288.

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

ARTICLE 43
Rights of Officers

Clark County and the Juvenile Justice Supervisors and Assistant Managers Association agree that this contract incorporates, by reference, all federal, state and local laws including, but not limited to, NRS 288 and 289; and rights under Garrity.

ARTICLE 44
Remote Pay

Employees who are assigned to the Spring Mountain Youth Camp shall receive remote area pay of $200.00 per pay period, provided the employee works at least one shift within the pay period. Remote pay will not be reported as compensation to the Public Employees Retirement System for the purpose of including same in the calculation of retirement benefits for employees receiving such pay.

ARTICLE 45
Entire Agreement

It is intended that this Agreement set forth the full and entire understanding of the parties regarding the matters set forth herein. Only this collective bargaining agreement, and no other document, shall govern the relationship between the parties. All side letters, letters of agreement, memoranda of agreement or similar documents expire with the signing of this agreement. Future side letters, letters of agreement, memoranda of agreement or similar documents signed after the date of this contract will have a period of enforceability only until the subsequent contract executed by the parties.

LETTER OF AGREEMENT

BETWEEN CLARK COUNTY AND THE JUVENILE JUSTICE SUPERVISORS AND ASSISTANT MANAGERS ASSOCIATION (JJSAMA)

AGREEMENT REGARDING INTER-ASSOCIATION BUMPING RIGHTS

It is hereby acknowledged and agreed, by and between the Juvenile Justice Supervisors and Assistant Managers Association (hereinafter "JJSAMA"), the Juvenile Justice Probation Officers' Association (hereinafter "JJPOA") and the County of Clark (hereinafter "County"), as follows:

1. Any JJSAMA employee identified to be laid off as a result of a reduction in force, shall be eligible to bump into the next lower classification held prior to their promotion. JJSAMA members affected by a reduction in force may bump into the JJPOA Collective Bargaining Unit.

2. Any probationary employee will be laid off first.

3. If any approved and funded vacancy exists within the Collective Bargaining Unit, the Director shall fill the vacancy with an affected employee.

4. Any JJSAMA employee demoted as a result of a reduction in force, shall be placed on a recall list by former (higher) classification and seniority with two years recall eligibility. When subsequent promotions to that classification are conducted, those employees previously demoted shall be promoted by seniority prior to any other employee on the applicable promotion list. Any JJSAMA employee demoted as a result of a layoff or reduction in force shall not be required to re-test, or serve a qualifying period, for the formerly held position within the recall period. If an employee is reduced in classification while serving a qualifying period, and is recalled during the recall eligibility period, the employee will be required to serve the remainder of the affected qualifying period.

APPENDIX A
List of Classifications

Class Code	Class Title	Pay Grade
N09126	Juvenile Probation Supervisor	C30
N09226	Juvenile Probation Supervisor (Early Ret.)	E30
N09127	Asst Manager Juvenile Justice Services	C31
N09227	Asst Manager Juvenile Justice Services (Early Ret.)	E31

APPENDIX C
Definitions

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

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

2. Administrative Employee Any employee whose primary duties consist of work directly related to formulating and administering management policies and programs, who regularly exercises discretion and independent judgment. In addition, it includes the County Manager, General Manager of Clark County Water Reclamation District, Law Library Director, General Manager of Clark County Regional Flood Control District, his/her deputy and immediate assistants, attorneys, all classifications assigned to the Management Compensation Plan and others who are primarily responsible for formulating and administering management policy and programs. Administrative employees are not covered by this Agreement.

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

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

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

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

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

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

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

10. Confidential Employee An employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the County Manager. In addition, it includes any employee occupying a position in the County Manager's Office or Human Resources. Confidential employees are not covered by this Agreement.

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

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

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

14. Division Head A subordinate to the department head who has administrative responsibility for a major functional unit within the department.

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

16. Grant Employee An employee occupying a position funded by grant monies. Such employees accrue fringe benefits in the manner set forth in this Agreement. However, the term of employment is subject to the continuance of grant funds and such employees shall be terminated without rights of appeal when such funds are no longer available.

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

18. Job Vacancy A budgeted position in the competitive service to which an

appointment has not been made.

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

20. Local Government Employee Any person employed by Clark County, Clark County Water Reclamation District, Clark County Regional Flood Control District, or Clark County Law Library.

21. Local Government Employer Clark County, Clark County Water Reclamation District, Clark County Regional Flood Control District or Clark County Law Library.

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

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

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

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

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

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

28. Permanent-Intermittent Position A permanent position in the competitive service which requires 21 hours or more but less than full-time employment.

29. Permanent Position A budgeted position in the competitive service with a normally - scheduled workweek of 40 hours or more.

30. Privileged Documents Those documents that pertain to security checks, reference materials from past employers or schools, and subjective evaluations elicited during the selection process.

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

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

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

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

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

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

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

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

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

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

41. Strike A concerted:

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

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

c. Interruption of the operations of the County by the Union.

42. Supervisor An employee occupying a position which is responsible for directing the work of other employees.

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

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

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

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

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

48. Unauthorized Leave Without Pay If and when an employee fails to obtain proper authorization from his/her manager and/or supervisor to be away from the worksite

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

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

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

APPENDIX D

Clark County's Substance Abuse Program
Observation/Incident Report

Reasonable Cause _____ Post-Accident _____ (check one)

Date of Report _____ Time of Day_____

Name of Observed Employee _____

Location of Observation _____

Observer _____ _____
Name Signature

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

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

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

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

-Description of accident
-Resulting personal injury; and/or
-Resulting property damage.

REASONABLE CAUSE INDICATORS OR ACCIDENT SUMMARY:

_____
_____
_____
_____

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

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

ACTIONS TAKEN:

_____
_____
_____
_____

COMMENTS BY EMPLOYEE:

_____
_____
_____
_____

CONTINUATION FROM FIRST PAGE IF NECESSARY:

_____
_____
_____
_____

TESTING PROCEDURES CHECKLIST:

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

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

For the County:

Susan Brager, Chair
Board of County Commissioners

For the Association:

Craig Christiansen, President
Juvenile Justice Supervisors and
Assistant Managers Association,
Nevada Association of Public
Safety Officers / Communication
Workers of America, 9110

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DEPARTMENT OF JUVENILE JUSTICE SERVICES

Fritz Reese, Director

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