Agreement

Between

CLARK COUNTY

And

THE CLARK COUNTY PROSECUTORS ASSOCIATION

SEPTEMBER 20, 2011 TO JUNE 30, 2012

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AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

CLARK COUNTY PROSECUTORS ASSOCIATION

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ARTICLE 1
Agreement

This Agreement is made and entered into this 20th day of September 2011, by and between the Clark County Prosecutors Association, 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, benefits, hours and other specified conditions of employment of the employees covered hereby. Further, we acknowledge that each employee of the Association is responsible for quality service to the citizens of Clark County by working with courtesy, efficiency, confidentiality, and integrity. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of the County expressly provided for by federal laws, state statutes, and/or local ordinances, except as expressly limited herein.

ARTICLE 3
Recognition

1. The County recognizes the Clark County Prosecutors Association (CCPA) as the sole and exclusive bargaining agent for the classifications listed in Appendix A of this Agreement. The terms and conditions of this Agreement shall apply to those classifications listed in Appendix A of this Agreement, regardless of membership in the Association. The terms and conditions of this Agreement shall not apply to part-time or temporary employees.

2. The County shall provide the Association, no later than the fifteenth (15th) of the month, the following:

    a. A separate report identifying new hires, temporary employees, terminated employees and transfers.

    b. Each report shall be submitted in alphabetical order.

    c. Each report shall list the following information: Employee's name, home address, classification (job title), employment status (full time,

part time or per diem), division name, date of hire, benefit accrual date, number of hours paid in that month, and wage rate.

d. All information is furnished for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved.

3. On a quarterly basis, the County shall provide to the Association a complete list of County employees eligible for inclusion in the unit, and shall include the following information: employee's name, home address, classification (job title), employment status (full time, part time, or per diem), division name, date of hire, benefit accrual date, number of hours paid in that month, and wage rate. All information is furnished for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved.

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, gender, sexual orientation, gender identity/expression, age, physical or visual handicap, national origin, or because of political or personal reasons or affiliations.

ARTICLE 5
Association Rights

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

2. The selection of representatives, officers, and the negotiating team members is the sole responsibility of the Association.

3. The Association shall have three (3) representatives for the Criminal Division, one (1) representative for the Juvenile Division and one (1) representative for the Family Support Division.

4. The County shall allow the representatives time to conduct Association business. The representative must work in his/her jurisdictional area which includes representing employees at meetings scheduled and held

with the department head or his/her designee, grievance hearings or arbitrations, and discipline or termination hearings.

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

   a. A total of 200 hours may be used to investigate grievances and meet with grievants, attend conferences, conventions, attend to legislative matters or other Association business.

   b. In addition, for each year when the Legislature is in session, the Association shall be allotted a total of 100 hours to attend to Legislative matters.

6. Representatives of the Association shall notify the Association President or designee each time there is a need to conduct appropriate business.

7. Representatives of the Association may communicate with individual employees at the worksite with supervisor notification at least two (2) hours in advance.

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

9. The County shall allow ten (10) Association bulletin boards no larger than 2' x 3' in approved locations. The Association may post notices on these bulletin boards that relate to Association business and activities or information that is of importance to its members.

10. The Association shall be allowed to hold Association meetings at County facilities with the prior approval of the District Attorney.

11. The County shall allow the Association thirty (30) minutes to present information during the Office of the District Attorney's new hire training and orientation program.

12. The Office of Human Resources shall furnish to the Association a copy of all job announcements for positions to be filled in the Department. If the position is covered by this bargaining unit then Human Resources shall provide the name of the person filling the vacancy. In addition, the

Association shall be informed if the Department intends to either eliminate, change a position, or not fill a position covered by this bargaining unit.

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

ARTICLE 6
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 to join or refrain from joining the Association freely and without fear of penalty and reprisal. The freedom of such employees to assist the Association shall be allowed and recognized as extending to the participation in the management of the Association in the capacity of an Association officer or representative, including presentation of the Association views to the officials of the County.

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

3. An employee's official personnel files shall be maintained in a confidential manner and shall only be viewed by authorized County employees as indicated in the Merit Personnel System.

4. The County agrees that each employee shall have the right to review and photocopy materials contained in his/her personnel file. An employee's Association representative may review and photocopy any and all documents contained in the personnel file, if he/she has provided Human Resources with a written release signed by the employee. There shall be only one (1) official personnel file. It is understood that the personnel file shall be made available to the employee during normal business hours.

ARTICLE 7
Management Rights

The Management Rights of the County are indicated in NRS 288.150, Paragraphs 3, 4 and 5.

ARTICLE 8
Dues Check Off

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 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.

3. The Association shall certify to Clark County Human Resources, in writing, the current rate of membership dues. The County shall be notified of any change in the rate of membership dues 30 days prior to the effective date of such change. Dues shall be remitted per pay period to the Association by the County.

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

5. The County shall 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 9
Automatic Payroll Deposit

All employees covered by this Agreement may participate in the County's automatic payroll deposit program as developed and implemented by the County.

ARTICLE 10
Bar & Association Dues & CLE

The County recognizes and acknowledges that it is necessary for every attorney, in order to practice law in the State of Nevada, to maintain his/her standing in the State Bar of Nevada and to obtain, on an annual basis, Continuing Legal Education (CLE) credits. The County shall pay for professional dues/fees that are either mandated by law or deemed necessary by the District Attorney. Such

professional dues and fees shall include, at least, membership in the State Bar of Nevada, CLE credits and fees.

Continuing Legal Education credits shall be scheduled as far in advance as is practical and must have the advance approval of the District Attorney or the Assistant District Attorney designated by the District Attorney. Any travel and lodging expenses, if applicable, as determined by the District Attorney shall be processed in accordance with the County's related fiscal directives. Employees shall be provided up to $500.00 per fiscal year for CLE. Alternatively, the District Attorney may choose to provide a sufficient number of in-house CLE courses (both general credits and ethics credits) to enable the employee to maintain his/her standing in the State Bar of Nevada. The in-house CLE's that may be provided by the District Attorney may also be video and audio taped so that those employees who could not attend the live presentation may view the video and audio taped CLE.

The parties agree that this term of the contract runs through fiscal year 2012 and continued payment is subject to further negotiations pursuant to NRS 288.

ARTICLE 11
Copy of Agreement

The County shall provide each employee with a copy of this Agreement within sixty (60) days of the ratification and approval of this Agreement. New employees shall be provided copies of this Agreement at the time of hire. The cost of reproducing this Agreement shall be equally borne by the Association and County.

ARTICLE 12
Dispute Resolution Procedure

Section 1 - Discipline Procedure

1. The District Attorney has the right to discipline or terminate deputies in the District Attorney's Office for just cause. Discipline shall be defined to include both punitive actions and/or corrective actions. Punitive actions shall be defined to include, but not limited to written reprimands, suspensions, demotions, administrative leave without pay, and terminations. 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.

2. Corrective actions as defined in this Article, 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, shall be considered as discipline subject to the grievance procedure as defined in 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. The principles of progressive discipline shall be utilized. Progressive discipline normally includes oral warnings, 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 the District Attorney's Office, or misconduct.

3. All disciplinary actions shall be clearly identified as such in writing. The employee shall be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that he/she has seen and comprehends the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions. A copy of all disciplinary action documents shall be provided to the employee before such material is placed in his/her personnel file. An employee who receives discipline as defined above, may within thirty (30) working days submit a rebuttal in writing to Clark County Human Resources which shall be attached to and accompany the discipline. Employees receiving punitive actions, or corrective actions resulting in a financial loss, shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, the disciplinary action shall be removed from their personnel file and returned to the employee. The only personnel file to be maintained shall be the employee's official personnel file at the office of Human Resources. Copies of disciplinary actions shall only be included in this file and no other place. Once a disciplinary action document is removed, the basis for the discipline may not be used in any future disciplinary proceeding.

4. The County recognizes the right of an employee who reasonably believes that an investigatory interview may result in discipline to request the presence of an Association representative at such an interview. Upon request he/she shall be afforded an Association representative. The investigator shall delay the interview for a period not to exceed two working days in order to allow an Association representative an opportunity to attend. If an Association representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights).

   Employees shall also have the right to a notice prior to any punitive or corrective action resulting in a financial loss, and to a determination meeting prior to any punitive action except for written reprimands. The

District Attorney or the Assistant District Attorney designated by the District Attorney must provide a notice and statement in writing to the employee identifying the just cause violations, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the District Attorney or the Assistant District Attorney designated by the District Attorney, and shall have the right to Association representation during that meeting, upon request. (Loudermill rights).

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. Conclusion of a criminal proceeding is not a prerequisite to action under this section. Nor is the result of a criminal proceeding a bar to disciplinary action.

   b. Violation of written County or Departmental Procedures, Policies, 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. Incompetence, insubordination, neglect of duties, unexplained or unexcused absence from duty, withholding services as a result of an intentional work slow down, malfeasance, misfeasance, or misconduct.

   f. The entry of an order holding an employee in contempt for the employee's noncompliance with a child support order, child visitation order, or a subpoena or order relating to a paternity or child support proceeding will result in immediate suspension without pay and may result in termination.

6. Upon written request by the employee to Clark County Human Resources, the record of a written reprimand shall be removed from their personnel file, as defined in section three (3) above, two (2) years from the date of

issuance if no further discipline for similar offenses ensues. All documents shall be returned to the employee.

Section 2 – Grievance Procedure

7. Grievance Definition. A grievance shall be defined as a dispute regarding the interpretation or application of the provision(s) of this Agreement, which adversely affect an employee's wages, hours or conditions of employment, and is contrary to the terms of this Agreement, or a disciplinary matter. The grievance procedure is the exclusive remedy for claims that the Agreement has been violated. An aggrieved employee may personally, or with the assistance of the Association, seek relief through this grievance procedure. Employees shall be safe from restraint, interference, discrimination or reprisal in the grievance process. This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

8. Grievance Procedure. Grievances and appeals must be filed within the time limits specified below. However, should the parties agree in writing to informally attempt to settle the grievance, all time periods are tolled. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance/appeal is not filed by the employee or the Association within the time limits, the grievance will be considered abandoned. If the County or the District Attorney fails to abide by the time periods reference in this Section, the discipline shall be overturned.

9. Step 1

   a. A grievance concerning a disciplinary matter shall be filed by the employee or Association representative with the District Attorney within ten (10) working days of the occurrence which gave rise to the grievance or when the employee should have reasonably first had knowledge of the grievance. Such grievance shall set forth the specific disputed facts or issues and include the grievant's proposed remedy. Within five (5) working days of receipt of the written grievance, the District Attorney or the Assistant District Attorney designated by the District Attorney for a matter related to work performance or the District Attorney or his designee for a matter unrelated to work performance shall meet with the employee. Within five (5) working days thereafter, a written decision shall be given to the employee and the Association.

b. A grievance concerning the interpretation or application of the provision(s) of this Agreement concerning a non-disciplinary matter shall be filed by an employee or the Association with the County Manager or his or her designee within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Association should have reasonable first hand knowledge of the grievance. Such grievance shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within five (5) working days of receipt of the written grievance, the County Manager or her designee shall meet with the employee. Within five (5) working days thereafter, a written decision shall be given to the employee and the Association.

10. Step 2

If the grievance is not resolved at Step 1, an arbitration request may be submitted by the Association representative. Only Association Officers, the District Attorney or the Assistant District Attorney designated by the District Attorney for a disciplinary matter or the County Manager for a non-disciplinary matter may advance a grievance to arbitration. A request for arbitration shall be presented in writing to the County Manager for a Non-Disciplinary Matter or the District Attorney or his designee for a disciplinary matter within five (5) working days from the date the decision was rendered at Step 1. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on the selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the parties shall request a list from the American Arbitration Association (AAA). If the matter is covered under Title 7 or the United States Code, then in addition to satisfying the standard requirements and qualifications for an arbitrator, the arbitrator shall also have training and/or expertise in the application and interpretation of civil rights laws. The American Arbitration Association shall submit a list of five (5) arbitrators from which a selection shall be made by alternately striking one (1) name from the list until only one (1) name shall remain. The selection shall be accomplished by the County striking first, and the Association next, each striking one (1) name from the list in turn until only one (1) name remains.

11. For the purposes of resolving grievances at the earliest possible point in the process, both parties agree to make a full disclosure of the facts and evidence which are material to the grievance, including but not limited to furnishing copies of all evidence, documents, reports, photographs, written statements, and a complete identification of witnesses relied upon to support their position. Both parties agree to disclose such facts, evidence and witness lists at least one (1) working day prior to Step 1 meetings and at least three (3) working days prior to a Step 2 arbitration hearing. An

arbitrator will not consider any evidence or witness testimony from a party who failed to disclose such evidence or witness list.

12. The arbitrator shall conduct the grievance proceeding according to the AAA Guidelines, which may be amended by mutual written agreement of the parties. The decision of the arbitrator shall be rendered as expeditiously as possible (but no later than thirty (30) days from the close of record) and shall be final and binding upon both parties.

13. The decision to uphold disciplinary actions shall be based on the reasonableness of the discipline imposed in response to the actions taken or not taken by the employee. In the event a termination is overturned by an arbitrator, the arbitrator shall have the ability to impose a less severe form of discipline.

14. Any decision rendered shall be within the scope of the Agreement and shall not modify, amend, alter, add to or subtract from any of the terms of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted. The arbitrator is without power to issue an award inconsistent with the governing statutes and/or ordinances of the County. The arbitrator, in the absence of an 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's decision and award shall be based solely on his/her interpretation of the application of the express terms of this Agreement. Any and all settlements or awards issued by the arbitrator shall be limited in retroactivity to the date of the alleged precipitating event or date of the filing of the grievance as decided by the arbitrator.

15. Only one (1) grievance may be decided by the arbitrator at any hearing.

16. Each party shall be responsible for compensating its own witnesses and representatives. The losing party shall pay the arbitrator's fees.

17. The time limits set forth above may be extended by mutual written agreement of the County and the Association.

18. The grievance procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Association or employees may have, and which relate to or concern the employees and the County. Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance.

ARTICLE 13
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.

ARTICLE 14
Evaluations/Salary Increases

1. Employee performance evaluations shall occur yearly. The annual evaluation cycle shall be based on a calendar year (January 1 to December 31). Salary increases shall be awarded in the first pay period after January 1, with the exception of the first annual increase which will occur on the first anniversary of the employee's hire date. The annual increase occurring on the January 1st immediately following the first anniversary of the employee's hire date shall be prorated from the date the employee completes probation. Employees shall receive a salary increase of zero or between three (3) to five (5) percent. Employees shall be eligible for yearly salary increases until the top of the salary range is reached.

2. In the event a salary increase is denied, the employee shall be notified in writing of the reasons within 45 calendar days.

3. Evaluations will be based upon a form giving a uniform set of standards which shall be negotiated with the District Attorney or the Assistant District Attorney designated by the District Attorney.

ARTICLE 15
Work Week Schedule

The parties expressly understand that Deputy District Attorneys are professionals and are expected to work for such periods of time as are necessary to adequately and professionally handle assigned duties. Deputy District Attorneys are exempt from the overtime provisions of the Fair Labor Standards Act. Deputies shall generally have a work week which normally shall consist of a minimum of forty (40) hours per week over five (5) consecutive days. However, Deputy District Attorneys may be permitted, at the sole discretion of the District Attorney, to work a four-ten (4-10) schedule.

ARTICLE 16
Initial Appointment and Promotion

1. After initial appointment as a Deputy District Attorney, the employee shall complete a probationary period of twelve (12) months. During the probationary period, the employee is an employee at will. After the initial probationary period, the employee may only be discharged for just cause. The District Attorney, with County Manager Approval, shall retain the ability to initially hire an employee as a Deputy District Attorney with a base salary above the entrance rate for a Deputy District Attorney. Such an employee would still be subject to the probationary period and salary adjustment.

2. When an employee completes the probationary period, he/she shall receive a four percent (4 %) salary increase. A salary increase for successful completion of probation does not in any way affect the eligibility of the employee to receive his/her annual salary increase on the same date.

3. When an employee completes five (5) years of service as a Deputy District Attorney and the employee has demonstrated a mature competence in the management of a variety of hearings and trials, as demonstrated in a performance evaluation or other process, based upon uniform standards, as determined by the District Attorney, the employee will, at the discretion of the District Attorney, be eligible for promotion to the position of Chief Deputy District Attorney. When an employee promotes to a Chief Deputy District Attorney, his/her salary shall be adjusted by an increase of four percent (4%) or he/she shall receive the minimum salary for a Chief Deputy District Attorney, whichever salary is higher.

4. In the event an employee is not promoted when eligible, the employee shall be notified in writing of the reasons within 45 days. The District Attorney shall retain the ability, with the approval of the County Manager, to promote an employee to Chief Deputy District Attorney, prior to the completion of the five (5) years. If not promoted at five (5) years, the District Attorney, in his sole discretion, shall retain the ability to promote an employee to Chief Deputy District Attorney at any time. Employees may only grieve the withholding of a promotion if the uniform standards for promotions, set forth by the District Attorney, are not followed. In addition, employees shall not receive a promotion if they have not received at least one 4% meritorious rating on one of their three evaluations prior to any promotion.

5. When an employee promotes to a Chief Deputy District Attorney, he/she shall serve a qualifying period of twelve (12) months. There shall be no

salary increase associated with the completion of the qualifying period. During the qualifying period, an employee may be demoted to Deputy District Attorney for just cause shown. The demotion of an employee from Chief Deputy District Attorney to Deputy District Attorney is subject to the grievance procedures outlined in this agreement. Demotion of an employee shall not occur after successful completion of the qualifying period. If an employee is demoted, he/she does not have to serve a qualifying period for the lower classification again.

6. The District Attorney, with County Manager approval, shall retain the ability to initially appoint an employee as a Chief Deputy District Attorney with any salary within the range for a Chief Deputy District Attorney. Such an employee would still be subject to the probationary period and salary adjustment; however would not be subject to the qualifying period.

7. Should an employee separate from service with the County, the District Attorney, in his sole discretion, shall retain the ability to re-hire that employee to his/her previously held position, at the same salary so long as the rehire occurs within 1 year from the date of separation, and without serving a new probationary/qualifying period.

ARTICLE 17
Bridging Services

Law Clerks, for the Eighth Judicial District Court, Office of the Clark County District Attorney, or Office of the Clark County Public Defender who accept an offer of an appointment as a Deputy District Attorney or Chief Deputy District Attorney, with no break in service shall serve a probationary period for twelve (12) months with no grievance or appeal rights. The time served as a Law Clerk shall be credited for the purpose of benefit calculation under this Agreement.

ARTICLE 18
Establishment of New Position Classifications

The Association shall be notified in writing in the event that the County establishes a new position classification requiring a license to practice law in the State of Nevada, including the proposed classification and salary grade. The Association shall determine its interest in representing these proposed classifications as part of its bargaining unit. If these new classifications are added to the bargaining unit the Association and the County shall enter into negotiations to determine the pay schedule. All new position classifications shall be entitled to all the benefits of the other classifications covered by this Collective Bargaining Agreement.

ARTICLE 19
Personnel Layoff and Recall

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

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

Section 1 – Layoff

1. Temporary and probationary employees in the department shall be laid off first.

2. If additional layoffs are necessary, employees shall be laid off based on the following criteria, in the following order:

    a. The seniority of the employees

    b. In the event that seniority is equal, relative ability and qualifications shall prevail.

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

4. The County reserves the right to exempt 8% of the association members from the seniority provisions of this article due to the special skill requirements that those individuals may possess.

Section 2 – Recall

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

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

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

   b. 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 have previously held.

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

ARTICLE 20
Miscellaneous Leaves

1. Court Leave: Employees required by legal process or required by the County to appear in any court or before the Grand Jury as a juror or witness in a criminal or civil case during his/her work day shall be granted leave with pay. 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 and per diem, to the County Treasurer within three (3) working days of receipt, to be deposited in the applicable fund of the County. Employees appearing in court for the stated reasons on scheduled 24 hour periods off shall retain any and all remuneration as may be authorized for such appearances.

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

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

3. Leave Without Pay: Upon written application to the department head, a permanent status employee may, in the District Attorney'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 District Attorney and the Clark County Human Resources Director,

leave without pay may not be granted until all accumulated annual leave is used. Disciplinary leave without pay may be imposed when annual leave is still available. Any additional leave must be recommended by the District Attorney 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 annual leave and sick leave benefits before taking parental leave without pay. Any unpaid leave shall be taken as one (1) continuous leave period. Employees, at their discretion, may use none, any or all of their sick leave and/or annual leave in the 3-month parental leave period. Parental leave of more than three (3) months is at the discretion of the department head, and if approved, the employee may use annual leave, sick leave, or leave without pay under the provisions of Articles 20, 21, and 22 of this Agreement.

5. Blood Donor Leave: Employees will be granted the necessary time off for the purpose of donating blood when participating in a County authorized and/or sponsored blood donation drive.

5. Education Leave: Upon written application to the District Attorney, 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.

ARTICLE 21
Vacation

1. Accrual of Vacation Leave:

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

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

b. Vacation leave may not be accumulated to exceed 240 hours at the beginning of any calendar year. Prior to the end of the calendar year, employees with more than 240 hours of leave will be given the option of placing the hours above 240 in the catastrophic leave bank in accordance with Article 22, Sick Leave, 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 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 District Attorney. Vacation leave requests must be approved at least 24 hours in advance except in cases of emergency as determined by the District Attorney or designee. An emergency shall not include absences for which sick leave is to be used as defined in Article 22, 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.

4. Payment for Vacation Leave:

a. Except as provided in Article 21, 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 biweekly salary divided by 80.

b. In December of each year, employees shall be eligible to submit a request to be paid for up to a range of twenty (20) hours to a maximum of eighty (80) hours of vacation leave from December 1st through November 30th. The County Manager shall establish the maximum vacation leave sellback for the employee each year prior to December 1st, consistent with Category III employees of the M-Plan.

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.

ARTICLE 22
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 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.

   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. No 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.

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

   a. Employees who become ill shall call in prior to the start of the workday.

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

c. Sick leave forms shall be turned in to the District Attorney or other designated authority for approval.

d. Any employee who reports absent at the start of a work day 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.

e. Upon written request from the District Attorney or County Manager, a certificate of illness from a state licensed health care provider in an appropriate discipline may be required when there is one (1) absence in excess of three (3) consecutive scheduled workdays.

f. If an employee's fitness for duty is questioned by the District Attorney or County Manager, the employee may be required to submit a fitness for duty from the employees' health care provider.

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. There will be no limit on sick leave accumulation.

2. Employees shall be paid their current 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 biweekly salary divided by 80.

Section 3 - Catastrophic Leave Program

Employees covered under this contract holding permanent status may participate in the County's catastrophic leave program. Catastrophic leave benefits will not

be available to any employee currently receiving disability income benefits from the County's long-term disability insurance carrier.

Section 4 – Bonus Leave

Employees who use forty (40) hours or less of sick leave during the year (based on their employment date), excluding up to three (3) consecutive days of sick leave used as bereavement leave, and excluding sellback of sick leave, shall be granted 24 hours of bonus leave.

Section 5 – Sellback

Each December, employees may submit a request to sell back up to ten (10) days of accrued sick leave. Payment shall be made based on an employee's percentage entitlement as determined by the sick leave buyout provision set forth above. In order to be eligible for payment, employees must maintain a minimum sick leave balance of one hundred, twenty (120) days.

ARTICLE 23
Holidays

1. All employees shall receive the following 12 paid holidays per year:

   January 1 (New Years Day)*
   Third Monday in January (Martin Luther King Day)
   Third Monday in February (Presidents 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 after Thanksgiving Day (Family Day)
   December 25 (Christmas Day)*
   Employee's Birthday

2. The Birthday Holiday is accrued on the employee's birthday, and is only available for use within the following 12-months. The Birthday Holiday is to be used by the employee in the same manner as a vacation day, and shall not be carried over from year to year.

3. A marked (*) holiday falling on a Saturday shall be observed on the Friday before and when it falls on a Sunday it shall be observed the Monday following. For employees working a schedule other than Monday through Friday, holidays shall be observed on the day specified in this Section.

4. The pay for each holiday shall be equal to (8) eight hours at the employee's regular hourly rate.

5. All employees shall also receive any other holiday declared by the County, State, or Federal Government.

ARTICLE 24
Longevity

Employees appointed to a full time position within the attorney classification series prior to July 1, 2002 shall upon completion of five (5) years of creditable service receive an annual lump sum payment equal to 0.57 of one percent (.57%) for each year of service. Employees hired into the attorney classification series subsequent to June 30, 2002 shall not be eligible for longevity pay.

ARTICLE 25
Deferred Compensation

All employees covered by this Agreement shall be eligible to participate in the County's Deferred Compensation Program as developed and implemented by the county. A Deferred Compensation Program permits an employee, on a voluntary basis, to have a portion of his/her salary withheld and invested on a tax-deferred basis.

ARTICLE 26
Benefit Eligibility

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

2. Should an employee who left County service in permanent status, worked three (3) consecutive years, and gave, when applicable, two (2) weeks termination notice be rehired, that employee may regain all previously unused sick leave, provided the employee reimburses the County for whatever unused sick leave was paid the employee at the time of separation. Such reimbursement shall be paid before an employee is entitled to use such sick leave. The County must give the employee notice of this option upon rehire and the employee must either accept or decline this option within sixty (60) days following the successful

completion of his/her probationary period. If the employee accepts the repayment option, the repayment must be completed within six (6) months following the successful completion of his/her probationary period.

3. Increased entitlements will include all previous employment that ceased under honorable conditions or as a result of an involuntary layoff as provided in Article 19.

ARTICLE 27
Maintenance of Benefits

The parties agree that this Agreement is not meant to change any benefit, which is a mandatory subject of bargaining under NRS 288, currently provided an employee unless expressly referring to that benefit. Therefore, any such benefit currently being received by an employee will continue to be received by the employee absent the express agreement of the parties to change the benefit.

ARTICLE 28
Workers Compensation

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

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

2. It is the intent of the County to pay the on-the-job injured employee (as outlined in this Section) the difference between full biweekly salary and that provided pursuant to NRS Chapter 616 or 617 as salary continuance. Therefore, the employee shall return to the County all temporary total disability payments received which were made under NRS Chapter 616 or

617 covering the period enumerated in Section 1 of this Article. No supplemental benefit shall be paid until after the employee's lost-time benefit check has been deposited with the County Treasurer.

3. If an employee entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 340 work hours is unable to return to work, he/she may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the County as provided in NRS Chapter 281.390. If the employee is receiving no compensation for time missed from work through the Worker's Compensation Program, the employee must use leave benefits to fully account for any absence.

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

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

ARTICLE 29
Substance Abuse Policy

POLICY ON A WORKPLACE FREE FROM SUBSTANCE ABUSE

It is the policy of Clark County and the Association to foster and provide a workplace free from substance abuse for all employees. A workplace free from substance abuse 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 the 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 illegal drugs in the workplace, and are prohibited from reporting to work with prohibited drugs active in their systems or while under the influence of alcohol. Prescribed drugs must be obtained legally and must be used for the purpose for which they were prescribed.

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

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

2. Policy Purposes:

The purposes of the substance abuse policy are:

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

b. To protect the public and employees; and

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

3. Rules:

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

ALCOHOL

a. The consumption of an alcoholic beverage by an employee on duty or being under the influence of alcohol while at work is grounds for discipline, up to and including termination.

b. An employee may be placed on a Last Chance Agreement.

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

d. The felony conviction of an employee as a result of alcohol while off County premises and not on duty shall result in termination.

DRUGS

a. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by an employee in the work place or during work hours is prohibited. Employees in violation of this policy will be terminated with no Last Chance Agreement.

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

c. Whenever an employee is prescribed a drug by a licensed health care provider or uses an over-the-counter medication, which may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor. An employee

who fails to notify his/her supervisor may be subject to disciplinary action up to and including termination and may be placed on a Last Chance Agreement when the use of drugs by that employee contributes to an accident or incident that results in property damage or injury to a person. Supervisors shall ensure that employees are not placed in capacities that may jeopardize the safety of others.

d. The possession or use of illegal drugs while off County premises shall result in termination.

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

f. The felony conviction for the possession or being under the influence of illegal drugs shall result in termination.

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

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

DRUG AND ALCOHOL TESTING

1. Probable Cause:

An employee will be required to undergo immediate drug and alcohol testing in accordance with the following procedures if there is probable cause that the employee is under the influence of a drug and/or alcohol.

2. Post-Accident:

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

3. Testing Procedures for Probable Cause and Post-Accident:

a. Any supervisor evaluating an employee for probable cause shall complete the Clark County "Observation/Incident Report". The

Observation/Incident Report shall be sent to the District Attorney and the Employee Relations Division of Clark County Human Resources.

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

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

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

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

f. The results will be delivered by mail or carrier to the Employee Relations Division of Clark County Human Resources, who will then

immediately notify and make a copy of the report available to the employee. The District Attorney or designee will be notified whether the test results are positive or negative. A drug test will be considered positive if the confirmation cutoff levels established by the SAMHSA are exceeded. An alcohol test will be considered positive if the blood alcohol content is .08 percent or greater, or the limit specified in NRS 484.0135 or other applicable law if less than .08 percent.

g. Refusal to submit to a drug and alcohol test will result in immediate termination.

DISCIPLINARY PROCEDURES FOR A POSITIVE DRUG AND/OR ALCOHOL TEST

1. A positive drug and/or alcohol test requested as a result of an accident 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 or counseled for the performance or behavior that established probable cause to test the employee.

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

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

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

   b. Before the employee may return to work, the employee must provide the department head with a certificate of fitness/return-to-duty form from the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to

work. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions. This must occur within 60 days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem 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.

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

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

b. Second offense: The employee will be suspended pending termination.

LAST CHANCE AGREEMENT

Refusal to sign a Last Chance Agreement shall be considered just cause for termination. The Last Chance Agreement shall be the final step before termination in the disciplinary process. The treatment and aftercare portion of the Last Chance Agreement will be monitored for compliance by the Employee Assistance Program. The Last Chance Agreement shall require at least the following:

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

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

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

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

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

At that time an employee signs a Last Chance Agreement, or otherwise voluntarily seeks assistance, they shall be advised that EAP counseling is available through the off-site Clark county EAP. Alternative EAP is available through the university medical center EAP and the Clark County Fire Department EAP upon request. The availability of this alternative is predicated upon the employee having a bona fide conflict with Clark County's EAP and the alternative employee assistance program has the ability to accept the employee based on their availability of resources.

CONFIDENTIALITY

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

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 workplace free from substance abuse program. 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. Individual consultation by the Employee Assistance staff will be available upon request.

1. Employee Awareness Training:

Topics include:

a. The substance abuse policy and drug testing procedures.

b. Impact of drugs and alcohol in workplace.

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

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

e. The Last Chance Agreement.

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

OTHER LAWS, STATUTES OR REGULATIONS

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

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

DEFINITIONS

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

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

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

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

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

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

SAMHSA: Substance Abuse Mental Health Services Administration.

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

ARTICLE 30
Severance Pay

All employees covered by this Agreement, hired before July 1, 2002, upon separation from County employment, shall receive payment for one (1) week of base salary for each consecutive year of employment up to a maximum of six (6) weeks.

All employees covered by this Agreement, hired after July 1, 2002 but prior to the date this Agreement is approved by the Board of County Commissioners (September 20, 2011), upon separation from County employment, may receive payment for one (1) week of base salary for each consecutive year of employment. The County Manager shall decide in his discretion the number of weeks of severance, up to a maximum of six (6) weeks. Unless the employee was discharged for just cause, the County Manager shall not refuse to give a severance benefit.

All employees covered by this Agreement hired after the date this Agreement is approved by the Board of County Commissioners (September 20, 2011), upon separation from County employment, are not entitled to a severance benefit unless the employee's separation is the result of a reduction in force. An employee covered by the Agreement hired on or after the date this Agreement is approved by the Board of County Commissioners (September 20, 2011), who is laid off shall be entitled to a lump sum payment of two (2) weeks of his/her base salary.

ARTICLE 31
Group Insurance

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

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

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

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

   All employees hired after the date this Agreement is approved by the Board of County Commissioners (BCC) (September 20, 2011) will pay 10.0% of the total health and dental insurance premium per month.

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

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

The County will pay a maximum premium of $18.75 per month for each eligible employee toward the LTD plan. The initial benefits of the plan will be determined based on the maximum premium. Effective July 1, 2010, the County will increase the premium by three percent (3%) in order to provide the same benefit level that all full-time non- management employees covered by the Clark County's long term disability (LTD) plan receive. This contribution in no way guarantees a specific level of benefits, nor once a plan is adopted, for those benefit levels to continue if the premium exceeds the maximum monthly contribution.

4. Life Insurance - The County shall pay 100% of the premium cost of a group life insurance policy providing to each employee an amount of coverage of $20,000. The Association, at its discretion, may offer additional supplemental insurance benefits to members of the bargaining unit, the cost of which shall be borne by the member. Neither the Association or its authorized agent shall have the right to solicit enrollment during normal working hours. The Association agrees to comply with all accounting and payroll deduction procedures as established by the Clark County Human Resources Director and the County Comptroller.

ARTICLE 32
Travel Compensation/Use of Private Vehicles

Employees who are required to use their personal vehicle for County business shall be reimbursed for each mile driven on County business. The reimbursement shall be at the amount per mile as established by NRS.

ARTICLE 33
Retirement Contribution

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

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

ARTICLE 34
Section 125

All employees covered by this Agreement shall be eligible to participate in the County's Section 125 Plan, commonly referred to as a "Cafeteria Plan" or a "Flexible Benefits Plan," as developed and implemented by the County.

ARTICLE 35
Financial Counseling

All employees covered by this Agreement may avail themselves of any County-sponsored financial planning program.

ARTICLE 36
Compensation

Effective the first day of the pay period following the Clark County Board of Commissioners approval of this Agreement (October 1, 2011), all employees within the classifications listed in Appendix A of this Agreement will receive a salary reduction of three percent (3%). Appendix A reflects a three percent (3%) reduction to the minimum and maximum salary ranges.

ARTICLE 37
Indemnification/Court Sanctions

The County shall indemnify and hold harmless any employee from an action arising out of an act or omission within the scope of the employee's official duties or employment as a Deputy District Attorney.

The County shall pay court sanctions or fines levied by any court against employees for acts or omissions committed by such employees, if the acts or omissions were committed while performing within the scope of their official duties.

ARTICLE 38
Savings Clause

1. If any provision of this document or any application of the document to any person or persons covered by this Agreement shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in the law that would invalidate or supplement any provision of this Agreement, excluding

changes in NRS, Chapter 288, the parties shall meet to negotiate any change in the Agreement relative to the affected provisions only.

2. In the event NRS, Chapter 288 is amended, the County and Association negotiating teams shall meet within 30 days of such passage to informally discuss its ramifications on the current negotiated Agreement.

ARTICLE 39
Conflicting Agreements

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 or District Attorney from formulating new or additional rules and guidelines which do not conflict with the terms of this Agreement or the provisions of the NRS.

ARTICLE 40
Entire Agreement

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Except for those benefits expressly provided for in this Agreement, the Association acknowledges that when this Collective Bargaining Agreement is ratified and approved by the Board of County Commissioners that all employees eligible to participate, regardless of membership in the Association, shall no longer have the rights, benefits and privileges contained in the Management Compensation Plan dated July 2002 or any subsequent Management Compensation Plan with the exception of those specifically referenced in this Agreement.

ARTICLE 41
Term of Agreement

1. This Agreement shall be effective from the date approved by the Clark County Board of Commissioners (September 20, 2011), and shall continue in full force and effect through June 30, 2012.

2. This Agreement shall be automatically renewed from year to year thereafter unless either party provides written notice pursuant to provisions of NRS Chapter 288, of its desire to negotiate a new or modified Agreement. In the event of such notice, the terms and conditions of this Agreement shall remain in full force and effect during the entire period of negotiations and any statutory impasse provisions until a new or modified Agreement is approved by both parties, the effective date of termination notwithstanding.

For the County:

Susan Brager, Chair
Board of County Commissioners

For the Association:

Pamela Weckerly, President
CC Prosecutors Association

For the Office of the District Attorney:

David Roger
District Attorney

APPENDIX A

Clark County Prosecutors Assn
Salary Schedules & Ranges
October 1, 2011 to June 30, 2012
(3% salary reduction)

Schedule		SALARY RANGE Minimum	Maximum
P01	Annual	66,289.60	128,419.20
	Biweekly	2,549.60	4,939.20
	Hourly	31.87	61.74
P02	Annual	66,289.60	128,419.20
	Biweekly	2,549.60	4,939.20
	Hourly	31.87	61.74
P03	Annual	93,828.80	150,987.20
	Biweekly	3,608.80	5,807.20
	Hourly	45.11	72.59

Deputy District Attorney (NONU) - P01
Deputy District Attorney (MPL3) - P02
Chief Deputy District Attorney (MPL3) - P03

APPENDIX B
CLARK COUNTY'S SUBSTANCE ABUSE PROGRAM
OBSERVATION/INCIDENT REPORT

Probable Cause _____ Post-Accident _____ (check one)

Date of Report: _____ Time of Day: _____

Name of Observed Employee: _____

Location of Observation: _____

Observer:_____ _____
Name Signature

Position: _____

Probable Cause Testing:

An observing supervisor shall describe and document the following:

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

Post Accident Testing:

An employee involved in an accident while on duty will be required to undergo a drug and alcohol test. An observing supervisor shall describe and document the following:

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

PROBABLE CAUSE INDICATORS OR ACCIDENT SUMMARY:

_____

_____

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

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

____Drowsiness
____Constricted/dilated pupils
____Euphoria (elevated mood)
____Extreme mood changes
____Poor time/distance perception
____Exaggerated sense of ability
____Poor hand/eye coordination
____Excessive irritability
____Rapid or slow breathing
____Stares off into space
____Drunken behavior with or without odor of alcohol
____Watery, glassy, red eyes
____Hallucinations
____Inhibitions
____Disoriented behavior
____Slurred speech
____Excessively talkative
____Wanders aimlessly
____Depression
____Rapid speech
____Staggering walk
____Violent behavior
____Other _____

Actions taken: _____

_____

_____

_____

Comments by employee: _____

_____

_____

_____

(Please ensure confidentiality of report in distribution)

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

TESTING PROCEDURES CHECKLIST:

_____Complete and send Observation/Incident Report

_____Advise employee of right to Association representation

_____Advise employee of leave procedures

_____Advise employee of refusal to test policy

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

LETTER OF AGREEMENT
Merit Increases/Vacation Deduction/Longevity Freeze

1. Employees covered by this Agreement shall not receive the annual salary increase based upon performance evaluation during fiscal year 2012.

2. Effective the first day of the pay period following the Clark County Board of Commissioners approval of this Agreement (October 1, 2011), employees covered by this Agreement will have sixteen (16) hours of vacation leave deducted from his/her accrued vacation leave balances. Employees with less than sixteen (16) hours of accrued vacation leave on the date referenced above will be subject to a reduction of future accruals until the sixteen (16) hour total is reached.

3. Effective the first day of the pay period following the Clark County Board of Commissioners approval of this Agreement (October 1, 2011), longevity percentage increases for the employees entitled to the benefit will be suspended for one year, measured from individual employee's next longevity date.

MEMORANDUM OF UNDERSTANDING
Insurance Committee

The County agrees to meet with the Association on a semi-annual basis in order to receive input relative to the County's insurance program. The Association will appoint two (2) members and the County will appoint two (2) members. The purpose of the meetings is for discussion and recommendations only and there is no intent or ability to adjust, modify or change the existing group health insurance program. The results of the meetings shall be committed to writing and forwarded to the Group Insurance Executive Board for discussion.