

ARTICLE 10  
Dispute Resolution Procedures

Section 1 - Grievance Defined.

1. A grievance is:
  - a. A filed dispute between an employee and/or Clark County Defenders Union or the Clark County Defenders Union on behalf of the employee (herein referred to as "grievant and the county over the interpretation and/or application of the expressed terms of this agreement; or,
  - b. An appeal by the grievant for relief from discipline the employee received. Discipline for which an employee may file for a grievance is defined in Section 2, Discipline. The procedure for filing such a grievance is outlined in Section 3, Grievance Procedure. A grievance shall not be defined to include any matter or action taken by the county or its representative(s) for which relief is provided under the statutes of the State of Nevada, any matter for which the Equal Employment Opportunity Commission (EEOC), Nevada Equal Rights Commission, or the Office of Diversity (OOD) has jurisdiction, matters relating to employee classification or reclassification, or any matter specifically excluded from the 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 (000) with the approval of the County Manager and/or designee.
  - c. 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 grievant in accordance with the time limitations set forth in these articles or upon time limitations mutually agreed upon by the parties. 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.
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. **FOR PURPOSES OF RESOLVING GRIEVANCES AT THE EARLIEST POSSIBLE POINT IN TIME, BOTH PARTIES WILL MAKE FULL DISCLOSURE OF THE FACTS AND EVIDENCE WHICH BEAR ON THE GRIEVANCE, INCLUDING BUT NOT LIMITED TO FURNISHING COPIES OF EVIDENCE, DOCUMENTS, REPORTS, WRITTEN STATEMENTS AND WITNESES RELIED UPON TO SUPPORT THEIR BASIS OF ACTION. BOTH PARTIES AGREE TO SHARE SUCH FACTS AND EVIDENCE AT LEAST TWO (2) WORKING DAYS PRIOR TO**

**STEP 1 OR STEP 2 MEETINGS AND AT LEAST THREE (3) WORKING DAYS PRIOR TO A STEP 3 PROCEEDING. AN ARBITOR WILL NOT CONSIDER ANY EVIDENCE FROM A PARTY WHO WILLFULLY FAILED TO PRODUCE SUCH EVIDENCE IN SUPPORT OF HIS/HER POSITION.**

Section 2 – Discipline

1. Discipline shall be defined as temporary or permanent actions implemented to assist an employee in overcoming a substantiated deficiency related to behavior or work performance. Temporary actions shall include documented oral warnings, admonishments, and written reprimands. Permanent actions shall include suspensions, administrative leave without pay and terminations. All actions above an admonishment are grievable.
2. Discipline includes documented oral warnings, admonishments, written reprimands, suspensions, administrative leave without pay, and termination. All disciplinary matters shall be in writing and shall be maintained in the employee's official personnel file.
3. 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.
4. The principles of progressive discipline shall be utilized. Progressive discipline is defined to include documented oral warning, admonishment, one (1) or more written reprimand(s) and thereafter more severe disciplinary action. The Union 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 a disciplinary action will be based on the reasonableness of the discipline imposed by the Public Defender or Special Public Defender 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.
5. Discipline subject to the grievance procedure is defined as an employee's written reprimand, suspension, 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.
6. Employees must be notified of the disciplinary actions and be given the opportunity to have a Union representative, or another witness of the employee's choice present during any disciplinary action. Securing representation is the responsibility of the employee.
7. 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/arbitration procedures and timelines are

outlined in section 2 of this article.

8. 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, state of Nevada, 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, purchased gift, other forms of remuneration or compensation for work related duties, which has not been approved in accordance with established procedures;
  - e. Failure to perform the duties of the position, conduct which jeopardizes the effective representation of clients, conduct which jeopardizes the security of the Public Defender's Office and Special Public Defender's Office or staff, insubordination, serious or repeated violation of the personnel policy of Clark County, or unsatisfactory job performance.
9. Upon written request by the employee to the Clark County Human Resources Director or designee, the record of a documented oral warning shall be removed from the personnel file within six (6) months from the date of issuance if no further discipline for similar offenses ensues. The record of an admonishment shall be removed from the personnel file within twelve (12) months from the date of issuance if no further discipline of similar offenses ensues. The record of a written reprimand shall be removed from the personnel file within eighteen (18) months from the date of issuance if no further discipline for similar offenses ensues. All documents will be returned to the employee. Suspensions, administrative leave without pay and terminations are part of an employee's permanent file and shall not be subject to removal. Any employee that receives a suspension at any level is automatically disabled from receiving their next scheduled merit increase.
10. Upon written request or authorization by an employee involved in a disciplinary hearing, the employee's attorney or bargaining unit representative may obtain data from the personnel file of the employee that is necessary and subject to the discipline in preparation of a grievance meeting, hearing, or arbitration.
11. Each employee shall have access to his/her official personnel file, by appointment, during the normal business hours. Clark County shall maintain the personnel file for each employee. 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.

12. Other than the employee, access to his/her official personnel file shall be limited to designated confidential staff within the Public Defender's Office and/or Special Public Defender's Office, designated confidential staff in Clark County, or a department in which an employee has sought promotion, demotion and/or transfer. Upon written request of the employee to the Public Defender's Office and/ or Special Public Defender's Office and/ or Clark County Human Resources, the employee or their union representative shall have the right to review items in their personnel file.
13. Citizen complaints requiring no further action shall not be placed in the employee's personnel file. Additionally, exonerated, unfounded, or nonsubstantiated dispositions shall not be made part of the employee's personnel file. These complaints shall not be used as a basis for subsequent discipline; nor shall they be used as evidence in a subsequent investigation on an unrelated matter.
14. Negative or adverse comments or documents will not be placed in the employee's personnel file without prior review and acknowledgment 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 3 - Grievance Procedures

#### For Contract Interpretation and Discipline

##### Step 1 - Initial Filing of Grievance and Department Head Response

- a. A grievant, asserting a dispute relating to the interpretation and application of the terms of this agreement, or for disciplinary matters as defined in section 2 of this article, shall reduce the grievance in writing and submit it to the employee's department head within ten (10) working days of his/her knowledge of the contract violation, or within ten (10) working days from the date of the disciplinary action. The grievance shall state the violation and cite the article and section.
- b. Meeting with the grievant in accordance with step 1 and/or step 2 of the grievance process as defined in the article shall not be construed to mean the County agrees the grievant 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.
- c. If the grievance is based a upon disciplinary matter, as defined in section 2, discipline, the notice of discipline, along with all ensuing meetings and actions, shall follow the requirement of this article.

- d. Within ten (10) working days of receipt of said grievance, the department head or designee and a human resources representative or liaison will meet and try to resolve the grievance with the grievant and a representative of the Clark County Defenders Union, unless the grievant elects to be represented by private counsel instead of a representative from the Clark County Defenders Union. If the grievance concerns an interpretation and/or application of the terms of this agreement, the Clark County Defenders Union reserves the right to be present even if the grievant has otherwise elected to be represented by private counsel. 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

- a. If the grievance is not settled in step 1, the grievant may, within five (5) Working days of the receipt of the department head's written decision, file the grievance with Clark County Human Resources director or designee as representative of the County Manager.
- b. The County Manager or designee will, within ten (10) working days of receipt of said grievance, meet with the grievant to try to resolve the grievance, giving at least three (3) working days notice of said meeting.
- c. 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 or her decision.

#### Step 3 – Arbitration

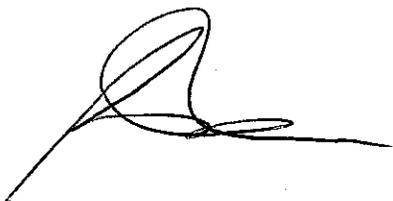
- a. If a party rejects the step 2 decision, the grievant may make a written request for arbitration within five (5) working days of receipt of the step 2 decision.
- b. In such event, the parties shall meet within ten (10) working days of the written request for arbitration. At this meeting, the parties 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 Clark County Defenders Union first, and the County next, each striking one (1) name from the list in turn until only one (1) name remains. If both parties agree, a permanent panel of arbitrators may be selection and would be used instead of using the services of the AAA.
- c. 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.

- d. The expenses of arbitration shall be borne by the losing party. Expenses incurred by any party in the preparation or presentation of its case are to be borne solely by the party incurring such expense. In the event an employee pursues a grievance without the sanction of the Clark County Defenders Union, he/she shall be responsible for the costs associated with that grievance, which includes all the arbitrator's fees and expenses.
- e. 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.
- f. 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 grievant 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 retroactively to the date of alleged violation or date of the filing of the grievance as decided by the arbitrator.
- g. Subject to the provisions of section 1, grievance, the arbitrator shall not have the authority to excuse a failure by the grievant or the County to comply with the time limitations set forth above unless mutually agreed by both parties.

#### Section 4 - EEOC/ NERC/OOD Procedure

Any matter for which the Equal Employment Opportunity Commission (EEOC), Nevada Equal Rights Commission (NERC), or Office of Diversity (OOD) has jurisdiction will be addressed in the Clark County Equal Opportunity/ Affirmative Action Plan.



4-14-16



4/14/16

**ARTICLE 28**  
**Insurance**

1. Group Insurance - Employees covered by this Agreement shall 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 shall 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:

	<u>Percentage</u>
Employee Only	<del>5.0</del> <b>5.5%</b>
Employee & Spouse	10.0%
Employee & Children	7.0%
Employee & Family	10.5%

All employees hired after September 20, 2011, shall pay 10.0% of the total health and dental insurance premium per month.

2. The Union shall be furnished a copy of the official agenda of the Clark County Group Health Insurance Plan's executive board meeting at least ten (10) calendar days in advance of a scheduled executive board meeting and a copy of the official Clark County Group Health Insurance minutes within ten (10) days of the meeting.

3. The County agrees to meet with the Union on a semi-annual basis in order to receive input relative to the County's insurance program. The Union shall appoint two (2) members and the County shall 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.

4. Long-Term Disability Insurance - The County shall provide long-term disability insurance (LTD) to employees who occupy a permanent budgeted position. Employees must meet the qualifying requirements associated with the plan.
  
5. The County shall pay a maximum premium of \$18.75 per month for each employee toward the LTD plan. The initial benefits of the plan shall be determined based on the maximum premium. Effective July 1, 2010, the County shall increase the premium by three percent (3%) in order to provide the same benefit that all full-time non-management employees covered by Clark County's long-term disability (LTD) plan receive. This contribution in no way guarantees a specific level of benefits, nor one a plan is adopted, for those benefit levels to continue if the premium exceeds the maximum monthly contribution.
  
6. Life Insurance - The County shall pay 100% of the premium cost of a group life insurance policy providing to each employee \$25,000 basic life insurance and \$25,000 accidental death insurance.

The Union, 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 Union nor its authorized agent shall have the right to solicit enrollment during normal working hours. The Union agrees to comply with all accounting and payroll deduction procedures as established by the Clark County Human Resources Director and the County Comptroller.



Sandy Jeantete  
Clark County

Date

9/14/16



Ryan Bashor  
Clark County Public Defender Union

Date

4/14/16

COUNTY PROPOSAL: 03/24/2016  
04/14/2016  
05/31/2016

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**ARTICLE 31  
Compensation**

1. Effective the date of the ratification by the Board of County Commissioners, all employees covered by this Agreement will receive a two percent (2%) cost of living adjustment. The salary schedules and covered titles are listed in Appendix A.
2. In accordance with NRS Chapter 288, the Union and the County agree that Article 31 will be reopened to determine a cost-of-living adjustment in the second year of this Agreement.
3. Employees covered by this Agreement are eligible to participate in all rewards, incentives, and bonus programs approved by the County for full-time non-management employees, and for programs established by the Public Defender and/or Special Public Defender.
4. **EFFECTIVE JULY 1, 2016, ALL EMPLOYEES COVERED BY THIS AGREEMENT WILL RECEIVE A ONE AND ONE HALF PERCENT (1.5%), ONE AND THREE QUARTERS PERCENT (1.75%), TWO PERCENT (2.0%) COST OF LIVING ADJUSTMENT. THE SALARY SCHEDULES AND COVERED TITLES ARE LISTED IN APPENDIX A.**



Sandy Jeantete  
Clark County

5/31/16  
Date



Ryan Bashor  
Clark County Public Defender Union

5/31/16  
Date