Agreement Between Clark County

and

CLARK COUNTY DEFENDERS UNION

July 1, 2026 – June 30, 2028

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ARTICLE 1
Agreement

This Agreement is made and entered into this 1st day of July 2026, by and between the Clark County Defenders Union, hereinafter referred to as the "Union," and the County of Clark, a government entity of the State of Nevada, hereinafter referred to as the "County." This Agreement shall be effective on the above-stated date except where otherwise provided in this agreement.

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 Union is responsible for quality service to the citizens of Clark County and his or her clients 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 Defenders Union (CCDU) 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 Union.

2. The terms and conditions of this Agreement shall not apply to part-time, or temporary employees. Notwithstanding any provision in this agreement, exempt employees, as designated by NRS 245.216, shall not be entitled to tenure or have access to review, grievance, appeal or arbitration.

3. The County shall provide the Union, no later than the fifteenth (15th) of each month, the following with respect to attorney positions within the Office of the Public Defender and Office of the Special Public Defender:

    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 Union 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.

4. On a quarterly basis, the County shall provide to the Union 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 Union 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
No Discrimination

The County, the Union, and any other party bound by this Agreement shall each apply the provisions of this Agreement equally to all employees in the Union 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
Union Rights

1. The County recognizes and agrees to meet directly with the elected or appointed representative of the Union 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 Union.

3. The Union shall have no more than six (6) representatives.

4. Representatives of the Union may communicate with individual employees at the worksite and via work email.

5. The County shall allow eight (8) Union bulletin boards no larger than 2' x 3' in approved locations, or the County shall allot use of space on existing bulletin boards. The Union may post notices on these bulletin boards that relate to Union business and activities or information that is relevant to its members.

6. The Union shall be allowed to hold Union meetings at County facilities with the prior approval of the Public Defender or Special Public Defender.

7. The County shall allow Union representative(s) thirty (30) minutes to present information to a newly hired attorney in the Office of the Public Defender or Office of the Special Public Defender.

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

9. The County shall allow the officers, directors and representatives two hundred (200) hours of paid leave time to conduct union business, including negotiations, investigation of grievances, meeting with grievants and employees, attend to legislative matters, attend to legal matters, and otherwise conduct the business of the Union.

10. Upon completion and ratification of this Agreement, the County shall provide all management personnel with training regarding the terms of this Agreement. The Union President or designee shall be allowed to be present and participate in all such training sessions.

ARTICLE 6
Employee Rights

1. The County and the Union agree that employees eligible for membership in the Union shall have and shall be protected in the exercise of their right to join or refrain from joining the Union freely and without fear of penalty and reprisal. The freedom of such employees to assist the Union shall be allowed and recognized as extending to the participation in the management of the Union in the capacity of a Union officer or representative, including presentation of the Union views to the officials of the County.

2. No prejudicial, discriminatory, or retaliatory action may be taken, at any time, by the Union 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 file 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 Union representative shall have the right to 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 provided for by NRS 288.

ARTICLE 8
Union Dues Check Off

1. The County shall deduct from the wages of those employees who are members of the Union and pay over to the proper officers of the Union any monies which the Union advises may be due it from such members, provided that the employee who is a member of the Union has individually and voluntarily authorized such deductions to be made. In the event of a rehire or reinstatement or other placement of an employee into the bargaining unit a new dues deduction form will be required.

2. The Union 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 Union to the County. The Union 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 Union shall certify to 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 Union by the County.

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

1. 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 and fees mandated by law or deemed necessary by the Public Defender or Special Public Defender. Such professional dues and fees shall include, at least, membership in the State Bar of Nevada, CLE credits, and fees.

2. The County recognizes that employees are to receive training that is designed to assure adequate performance in the employee's current assignment. CLE courses shall be scheduled as far in advance as is practical and must have the advance approval of the Public Defender, the Special Public Defender, or their designated representative.

    a. Employees shall not be required to use leave for CLE attendance or related travel.

    b. Any travel and lodging expenses, if applicable, as determined by the Public Defender or Special Public Defender, shall be processed in accordance with the County's related fiscal directives.

c. The Public Defender and Special Public Defender shall provide a sufficient number of CLE courses (including general credits, ethics credits, and credits in the area of substance abuse, addictive disorders, and/or mental health) to enable the employee to maintain the employee's standing in the State Bar of Nevada. In-house CLEs which may be provided by the Public Defender or Special Public Defender may also be video and audio recorded so that those employees who could not attend the live presentation may view the recorded CLE. Management shall make every effort to offer CLE courses during office hours (8 am – 5 pm) during the traditional work week (Monday – Friday).

3. The County shall either reimburse employees or pay directly for job-related specialty sections of the State or a local bar.

ARTICLE 10
Dispute Resolution Procedures

Section 1 - Grievance Defined.

1. A grievance is:

   a. A filed dispute between 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 (OOD) 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 Thursday, 7:30 A.M. until 5:30 P.M. excluding Fridays, Saturdays, Sundays, and holidays.

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 administrative leave without pay pending termination. All disciplinary matters shall be in writing and shall be maintained in the employee's official personnel file. In order to accomplish the primary goal of discipline as stated in Article 10, Subsection 2, Paragraph 1 (above), which is "to assist an employee in overcoming a substantiated deficiency related to behavior or work performance", the disciplinary document shall include an identification of the specific charges against the employee and an explanation of the evidence to include: 1) Specific action or inaction by the employee that led to the proposed disciplinary action; 2) Specific citation to the policy or procedure, or other Departmental or County standard; 3) Previous related disciplinary action that the employee has received; and 4) Mandatory corrective measures if applicable. An employee may request clarification in the event he/she believes a disciplinary writing to be insufficiently clear. Disputes regarding the adequacy or clarity of the disciplinary writing shall not be independently grievable and may not form the sole basis of a grievance; however, the sufficiency of the writing may be considered by the Arbitrator when determining whether the disciplinary action shall be upheld, reduced, or removed.

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 or Office of Diversity 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, and except as otherwise required by law, 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 non-substantiated 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 and describe the action or inaction by the County that is the basis of the grievance. The grievance shall state the violation, cite the applicable article and section, and describe the action or inaction by the County that is the basis of the grievance. The County may return any grievance that does not include these required elements for supplementation, and the Union shall have five (5) working days to provide the supplemental information.

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. Failure by the County to meet with the grievant within ten (10) working days of receipt of said grievance shall afford the Union the ability to move forward to the next step of the dispute resolution procedures. 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.

e. For the purpose of resolving grievances at the earliest possible point in time, both parties will identify the facts and evidence which bear on the grievance and which are intended to support or challenge a position relating to the grievance, including but not limited to furnishing copies of evidence, documents, reports, written statements and identifying witnesses. Both parties agree to share such facts and evidence at least three (3) working days prior to Step 1 or Step 2 meetings and at least five (5) working days prior to a Step 3 hearing. either party may request additional, specifically identified information relevant to the grievance, and the receiving party shall respond in writing within a reasonable time to allow either party time to review the information sufficiently in advance of the meeting and/or hearing. If either party declines to provide the information, all or in part, it shall state the reason for the denial in writing.

Step 2 - County Manager Response

a. If the grievance is not resolved 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 the grievance is not resolved in the Step 2 decision, the grievant may make a written request for arbitration within ten (10) working days of receipt of the Step 2 decision. The arbitration request must state the issue sought to be arbitrated and

shall state the remedy requested.

b. The parties will jointly request the Federal Mediation and Conciliation Service ("FMCS") to furnish a panel of seven (7) 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, if the Clark County Defenders Union is a party to the arbitration, otherwise the Grievant and the County next, each striking one (1) name from the list in turn until only one (1) name remains.

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 and other applicable law.

d. Except as otherwise stated herein, 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 under NRS 288.140(2), 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, Non-Discrimination, and Anti-Harassment Policy.

ARTICLE 11
Anti-Strike Clause

The Union 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 12
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 effective the pay period of 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 (0) or between three (3%) to (5%) percent. Employees shall be eligible for yearly salary increases until the top of the salary range is reached. The amount of merit increase to be awarded shall be in the sole discretion of the employees' Director/Department Head.

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 Public Defender, Special Public Defender, Assistant Public Defender, and/or Assistant Special Public Defender.

ARTICLE 13
Work Week Schedule

The parties expressly understand that Public Defender and Special Public Defender attorneys are professionals and are expected to work for such periods of time as are necessary to adequately and professionally handle assigned duties. The attorneys covered by this agreement are exempt from the overtime provisions of the fair labor standards act. The attorneys shall generally have a work week which normally shall consist of a minimum of forty (40) hours per week over four (4) consecutive days, with three (3) consecutive days off.

ARTICLE 14
Initial Appointment, Promotion, or Transfer

1. After initial appointment of a new employee as a Deputy Public Defender, the employee shall complete a probationary period of up to 2080 hours worked. Hours worked shall include paid regular, paid vacation, and paid sick hours.

    a. 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.

    b. An employee may use any accrued vacation time after completing six (6) months of

service.

c. The Public Defender and the Special Public Defender, with County Manager approval, shall retain the ability to initially hire an employee as a Deputy Public Defender with a base salary above the entrance rate for a Deputy Public Defender. Such an employee would still be subject to the probationary period and salary adjustment.

d. The Public Defender and the Special Public Defender may remove an employee from probation at any time.

2. When an employee completes the probationary period, the employee 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 the employee's annual salary increase on the same date.

3. When an employee completes five (5) years of service as a Deputy Public Defender, the employee shall be eligible for promotion to the position of Chief Deputy Public Defender.

   Upon promotion to the position of Chief Deputy Public Defender, the employee's salary shall be adjusted by an increase of four percent (4%) or the employee shall receive the minimum salary for a Chief Deputy Public Defender, whichever salary is higher. The pay increase shall be retroactive to the date the employee completes five (5) years of service. The Public Defender and the Special Public Defender shall retain the ability, with the approval of the County Manager, to promote an employee to Chief Deputy Public Defender prior to the completion of the five (5) years of service.

4. In the event that management has documented in writing that an employee has performed substandard work, management may choose to not promote an eligible attorney to Chief Deputy Public Defender.

   a. If an employee is not promoted when eligible, the employee shall be notified in writing of the reasons at least thirty (30) days prior to the completion of five (5) years of service. Reasons for denial of a promotion must be documented in writing. If not promoted at five (5) years, the Public Defender or Special Public Defender in his/her sole discretion, shall retain the ability to promote an employee to Chief Deputy Public Defender at any time. Employees may only grieve the withholding of a promotion if the uniform standards for promotions, set forth by the Public Defender or Special Public Defender, are not followed.

5. When an employee is promoted to Chief Deputy Public Defender, the employee shall serve a qualifying period of up to 2080 hours worked. Hours worked shall include paid regular, paid vacation, and paid sick hours.

6. 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 Public Defender for just cause. The demotion of an employee from Chief Deputy Public Defender to Public Defender 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, the employee does not have to again serve a qualifying period for the lower classification.

7. The Public Defender and Special Public Defender, with County Manager approval, shall retain the ability to hire an employee as a Chief Deputy Public Defender with any salary within the range for that position. After initial hiring of a new employee as a Chief Deputy Public Defender, the employee shall complete a probationary period of up to 2080 hours worked, however, the employee would not be subject to the qualifying period. Hours worked shall include paid regular, paid vacation, and paid sick hours.

    a. During the probationary period, the employee is an employee at will. After the probationary period, the employee may only be discharged for just cause.

    b. An employee may use any accrued vacation time after completing six (6) months of service.

    c. The Public Defender and the Special Public Defender, with County Manager approval, shall retain the ability to initially hire an employee as a Deputy Public Defender with a base salary above the entrance rate for a Deputy Public Defender. Such an employee would still be subject to the probationary period and salary adjustment.

    d. The Public Defender and the Special Public Defender may remove an employee from probation at any time.

8. The Public Defender, or Special Public Defender, with County Manager approval, shall retain the ability to appoint a non-probationary attorney serving in a comparable classification within another department to a position covered in Appendix A of this agreement. Such an employee may serve a qualifying period of up to 2080 hours worked; however, there shall be no salary increase associated with the completion of the qualifying period. Hours worked shall include paid regular, paid vacation, and paid sick hours. While on a qualifying period, the employee shall remain eligible for consideration for an annual merit salary adjustment.

9. Should an employee separate from service with the County, the Public Defender or Special Public Defender, in his or her sole discretion, shall retain the ability to re-hire that employee to the employee's previously held position, at the same salary, so long as the rehire occurs within one (1) year from the date of separation, and without serving a new probation/qualifying period.

ARTICLE 15
Law Clerk Bridging of Services

1. Law Clerks for the Eighth Judicial District Court, Office of the Clark County District Attorney, Office of the Clark County Public Defender, or Clark County Special Public Defender, who accept an offer of an appointment as a Deputy Public Defender or Chief Deputy Public Defender, with no break in service, shall serve a probationary period of up to 2080 hours worked. Hours shall include paid regular, paid vacation, and paid sick hours.

    a. During the probationary period, the employee is an employee at will. After the probationary period, the employee may only be discharged for just cause.

b. An employee may use any accrued vacation time after completing six (6) months of service.

c. The Public Defender and the Special Public Defender, with County Manager approval, shall retain the ability to initially hire an employee as a Deputy Public Defender with a base salary above the entrance rate for a Deputy Public Defender. Such an employee would still be subject to the probationary period and salary adjustment.

d. The Public Defender and the Special Public Defender may remove an employee from probation at any time.

2. The time served as a law clerk shall be credited for the purpose of all benefit calculations under this agreement.

ARTICLE 16
Establishment of New Position Classifications

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

ARTICLE 17
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 Union agree that layoff and recall of persons 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 based upon employees' time within the bargaining unit.

   b. In the event that seniority is equal, relative ability and qualifications shall prevail at the discretion of the Public Defender or Special Public Defender.

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 Employees from the seniority provisions of this Article due to the special skill requirements that those individuals may possess.

Section 2 – Recall

5. 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 three (3) 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 to recall and the person shall be removed from the recall list/lists. An employee must be available for work within three (3) weeks of acceptance of the offer.

6. 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 Public Defender's or Special Public Defender's determination in inverse order of layoff. The order of recall shall be:

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

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

7. 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 18
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) 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 for which the employee has an interest.

2. **Military Leave:** Any permanent employee who is a member of the 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.

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

3. **Leave Without Pay:** Upon written application to the department head, a permanent status employee may, in the sole discretion of the Public Defender or Special Public Defender, be granted a leave of absence without pay for a period not to exceed 90 calendar days, without prejudice to the employee's status, but no vacation or sick leave credits shall accrue during any such leave period. Without approval of the Clark County Human Resources Director and the Public Defender or Special Public Defender, 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 Public Defender or Special Public Defender 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 a newborn child up to six (6) months old or legally adopting a child. If Management decides that parental leave is without pay, 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 18, 19, and 20 of this Agreement.

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

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

7. **School Release Time:** Employees covered by this Agreement whose children are enrolled in public or private school shall be granted paid leave of up to four hours per child per year to attend school-related functions, in accord with NRS 392.920, NRS 392.4577, NRS 394.179, and NRS 394.1795.

8. **Bereavement Leave:** An employee shall be granted a leave of absence of up to three (3) days for the purpose of bereavement and to attend the funeral of a member of the employee's immediate family or household. For purposes of bereavement leave, an employee's immediate family shall be defined as his/her spouse, domestic partner, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, grandparents, Aunts, Uncles, nieces, nephews, brother-in-law, sister-in-law and the parents, step-parents, children, siblings, step-siblings, nieces, nephews, and grandparents of his/her spouse or domestic partner. Immediate household shall be defined as any person residing at the employee's residence on a regular basis.

Employees, at their discretion, may use sick or vacation leave during the authorized bereavement leave period.

ARTICLE 19
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

d. 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 shall be given the option of placing the hours above 240 in the catastrophic leave bank in accordance with Article 19, sellback vacation leave subject to the conditions outlined in Section 4(b) of this Article or lose the leave. If an employee selects none of the options, then the excess hours shall automatically be placed in the catastrophic leave bank.

2. **Vacation Leave Eligibility:**

An employee is not entitled to take accumulated vacation leave or payment until they have successfully completed six months of their probationary period.

3. **Vacation Leave Use:**

The purpose of vacation benefits is to allow each employee time away from their job for rest, recreation, and the pursuit of non-employment objectives. The time when vacation leave may be taken shall be determined by the Public Defender, Special Public Defender, or designee. Vacation leave requests must be approved at least 24 hours in advance, except in cases of emergency as determined by the Public Defender, the Special Public Defender or their designee. Vacation requests for one (1) shift or less may be granted without the 24-hour notification requirement referred to in this section. Once a request for vacation leave is submitted to the Public Defender, Special Public Defender, or designee, every effort shall be made to approve or deny the request in a timely manner.

4. **Payment for Vacation Leave:**

a. Except as provided in Article 19, 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 shall be at the employee's biweekly salary divided by 80. Only employees who have successfully completed probation shall be eligible for payment of accumulated vacation leave upon separation.

b. In December of each year, employees shall be eligible to submit a request to be paid for up to a maximum of one hundred twenty (120) hours of vacation leave from December 1ST through November 30TH.

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 their credit shall be made to the employee's beneficiaries or estate.

ARTICLE 20
Sick Leave

Section 1 – Use of Sick Leave

1. Paid sick leave may be used by an employee who:

   a. Is incapacitated to perform job duties because of illness, injury or mental fatigue.

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

   c. Is required to absent himself/herself from work upon incapacitating illness or injury in the immediate family to personally care for that family member.

   d. Needs to be absent from work when receiving medical or dental treatment or examination.

   e. Needs to be absent when incapacitated to perform job duties because of pregnancy, childbirth, or care of a newborn child.

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

3. Upon approval of the Public Defender, Special Public Defender, or designee, sick leave may be granted for other reasons if the use of sick leave shall have a beneficial effect on an employee's morale and welfare.

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

   a. An employee who becomes ill shall call in prior to the start of the work day if feasible to do so.

   b. An employee shall submit the County sick leave request stating the reason for the use of sick leave immediately upon his/her return to work or stating the need to schedule sick leave for purposes of a medical or dental appointment.

   c. Sick leave submittals shall be turned in to the Public Defender, Special Public Defender, or designee 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 (1/4th) of an hour.

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

f. If an employee's fitness for duty is questioned by the Public Defender, Special Public Defender, or County Manager, the employee may be required to submit to an examination for fitness for duty by the employee's healthcare provider.

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

Section 2 – Sick Leave Accrual and Payment

1. 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 shall receive an additional 0.92 hours of sick leave per pay period. There shall 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 50% of his/her sick leave accumulation. After ten (10) years of service, 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. After twenty (20) years of service, an employee sick leave payoff shall increase above 65% at the rate of three and one-half (3 ½%) for each additional year of consecutive service. At thirty (30) years or more of consecutive service, the payoff amount shall be 100%. Payment for unused sick leave shall be at the employee's biweekly salary at the time of separation divided by 80. If a non-probationary employee is laid off from the service of the County with less than three (3) years of consecutive employment, the employee shall receive payment for one half (½) of his/her sick leave accumulation.

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 shall 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 anniversary date), excluding up to three (3) consecutive days of sick leave

used as bereavement leave, and excluding sellback of sick leave, shall be granted bonus leave equal to three (3) full workshifts. Bonus leave will be forfeited if it is not used in the year it is accrued.

Section 5 – Sellback

Each December, employees may submit a request to sell back accrued sick leave equal to two (2) workweeks. 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 1000 hours. Probationary employees are ineligible to sellback sick leave.

ARTICLE 21
Holidays

1. All employees shall receive the following 12 paid holidays per year:
   January 1 (New Year's Day)*
   Third Monday in January (Martin Luther King Day)
   Third Monday in February (Presidents Day)
   Last Monday in May (Memorial Day)
   June 19 (Juneteenth 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
   Any day the County is required by state law to close for a legal holiday.

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 but 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 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 one full workshift at the employee's regular hourly rate.

5. When a holiday falls during the employee's weekend, the employee shall accrue one full workshift of holiday leave. This provision will also apply to attorneys assigned to initial arraignment court and required to work on a holiday. Holiday leave will accrue to a holiday leave balance for use on or before June 30th. On June 30th of each year all unused holiday leave for the preceding year will be forfeited, with the exception of Memorial Day and Juneteenth Day. Holiday leave time will not be paid to an employee upon separation for any reason except for a reduction in force with less than two weeks'

notice.

ARTICLE 22
Longevity

Employees appointed, prior to July 1, 2002, to a full-time position within the attorney classification series shall upon completion of five (5) years of creditable service receive an annual lump sum payment equal to 0.57 of one percent (.57%) of their salary 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 23
Other Benefits

1. 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.

2. 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.

3. 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.

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

ARTICLE 24
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 to 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 shall include all previous employment that ceased under honorable conditions or as a result of an involuntary layoff as provided in Article 17.

ARTICLE 25
Service Connected Disability

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

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS Chapter 616 or 617, they 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 supplement compensation shall 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 and submission of the applicable physician disability statements/patient progress reports are required in order to qualify for 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 as provided for in Section 1 above, is unable to return to work full day, they 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 Workers' 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 Workers' Compensation Program, they shall be permitted to use their 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 shall be limited to that provided in NRS Chapter 616 or

617 and the employee shall be placed on 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 shall 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 10.

ARTICLE 26
Substance Abuse Policy

Policy On Drug and Alcohol Free Workplace

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

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

1. **Guiding Principles:**

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

They are:

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

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

c. Treatment – The County and Union 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 Union 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 be cause for disciplinary action up to and including termination.

Drugs

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

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

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

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

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

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

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

g. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate termination with no last chance agreement.

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

Drug and Alcohol Testing

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

1. **Reasonable Cause:**

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

2. **Testing Procedures for Reasonable Cause And Post-Accident:**
   a. Any supervisor evaluating an employee for reasonable cause shall complete the Clark County "observation/incident report" Appendix B. The observation/incident report shall be sent to the appropriate Department Head and the Employee Relations Division of Clark County Human Resources. Supervisors and managers will not be permitted to use this policy as a vehicle to harass employees. Supervisors and managers shall be subject to the disciplinary

process up to and including termination if they engage in harassing behavior towards employees.

b. The suspected employee shall be afforded the right, if he/she so desires, to request that, in addition to the first supervisor, another on-duty supervisor provide a second opinion as to reasonable cause in accordance with Appendix B. If another supervisor is not able to report to observe the suspected employee within thirty (30) minutes due to the distance a second supervisor would have to travel to observe the employee, the employee's request for a second opinion will not be granted. For remote locations, the time period for a second supervisor's opinion shall be sixty (60) minutes.

c. If the employee is an eligible member of a bargaining unit, the first supervisor shall advise him/her of his/her right to have a Union representative prior to testing and allow the same thirty (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 reasonable cause exists, the employee shall be relieved of duty and transported to a drug testing specimen collection site for a drug and alcohol screening. Once the test sample is collected, arrangements will be made to have the employee transported home. The sample will be tested and confirmed, and chain of custody maintained by a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory facility. A sufficient amount of a sample will be taken so that, at an employee's request and expense, an alternative SAMSHSA 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 employee's Department Head or designee will be notified whether the test results are positive or negative. A drug test will be considered positive if the confirmation cutoff levels established by the SAMHSA are exceeded. An alcohol test will be considered positive if the blood alcohol content is equal to or greater than the legal limit as specified in NRS or other applicable laws.

g. Refusal to submit to a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical reports that would indicate whether

or not the employee was under the influence of a drug and/or alcohol shall be considered a positive test result and the employee shall be placed on a last chance agreement.

Disciplinary Procedures for A Positive Drug And/or Alcohol Test

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

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

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

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

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

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

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

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

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

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

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

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

c. Third offense: The employee will be suspended pending termination, unless the employee's Department Head decides not to terminate the employee based on mitigating circumstances. If the Department Head chooses not to terminate the employee, the Department Head shall follow the second offense procedure in this section.

Last Chance Agreement

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

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

2. Compliance with and satisfactory completion of treatment by a bureau of alcohol and drug abuse certified rehabilitation/program or provider. The Employee Assistance Program will assess, determine and recommend the appropriate level of treatment and provider options. It shall consider whether the Lawyers Concerned For Lawyers Program is an appropriate entity for supervision. The program/provider may be selected by the employee.

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

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

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

At that time an employee signs a Last Chance Agreement, or otherwise voluntarily seeks assistance, he/she 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 drug and alcohol free workplace program. Supervisors and employees must be kept informed of not only the policy and procedures of this drug and alcohol program but of the programs available to them, which promote wellness and safety. Supervisor training will be made available; individual consultation by the employee assistance staff will be available upon request.

1. **Supervisor Training:**

   Topics Include:

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

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

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

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

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

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

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

2. **Employee Awareness Training:**

Topics Include:

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

b. Impact of drugs and alcohol in workplace.

c. Available resources for assistance including the employee assistance program.

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

e. The last chance agreement.

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

Other Laws, Statutes or Regulations

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

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

Definitions

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

FIRST SUPERVISOR: A supervisor from the Public Defender office or Special Public Defender 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 public defender office or special public defender 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 27
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 October 6, 2015, 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/her 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 on or after October 6, 2015, upon separation from County employment, are not entitled to a severance benefit unless the employee's separation is a result of a reduction in force. An employee covered by this agreement hired after the date of ratification of the Board of County Commissioners, who is laid off shall be entitled to a lump sum payment of two (2) weeks of his/her base salary.

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:

	Percentage
Employee Only	5.0%
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.

ARTICLE 29
Travel Compensation/Use of Private Vehicles

If an authorized County vehicle is available, an employee shall use a County vehicle for County business.

If a County vehicle is unavailable and travel is necessary, an employee may use his/her personal vehicle for County business and shall be reimbursed in a timely manner, for each mile driven on County business. The reimbursement shall be at the amount per mile established by the Nevada Revised Statutes.

ARTICLE 30
Retirement Contribution

1. The County shall pay the employee's portion of the retirement contribution under the employer-pay contribution 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 (½) of the decrease. Any such increase in pay shall be effective from the same 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 31
Compensation

1. Every July 1st, the salary schedules for all employees covered in Appendix A will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the previous calendar year. The adjusted percentage increase in salary schedules shall be a minimum of 2% and a maximum of 3.0%. In the event that the annual percentage increase to CPI-U all items in West-Size B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0), is equal to or greater than 5%, the adjusted percentage increase in salary schedules shall be 4.5%. In the event the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID

CUURN400SA0) is equal to or less than 0%, the adjusted percentage increase in salary schedules shall be 1%.

The adjusted percentage increase is based on U.S. Bureau of labor Statistics Data (https://data.bls.gov/timeseries/cuurn400sa0).

2. The U.S. Bureau of Labor Statistics (BLS) could not collect October 2025 reference period survey data for some surveys due to a lapse in appropriations, resulting in missing data values where data could not be retroactively collected. As a result, the 2025 annual average for Series ID CUURN400SA0 was computed as the average of the eleven (11) index values that were published. The lapse was outside of the parties control.

3. The parties agree with the following methodology to address the impact of the missing October 2025 index:

   a. Replace the October 2025 index with the average of the September 2025 index and the November 2025 index; and,

   b. This will result in an adjusted annual CPI of 199.082 that will be used in calculation as previously negotiated and approved by the Board of County Commissioners; and,

   c. The adjusted 2025 annual CPI of 199.082, as calculated in accordance with Section 2(b) above, shall be used in all future calculations where the 2025 annual CPI is referenced under existing negotiated calculation language.

CALCULATED AS FOLLOWS:

2025 ANNUAL CPI (ADJUSTED AS INDICATED IN 2(B) ABOVE)	199.082
LESS 2024 ANNUAL CPI	193.848
ANNUAL INCREASE	5.23
DIVIDED BY 2024 CPI	.027
ANNUAL PERCENTAGE INCREASE IN CPI	2.7%
SALARY SCHEDULE ADJUSTMENT	2.7%

4. The same methodology will be applied on a prospective basis only in instances where CPI-U data is unavailable. any future missing monthly CPI-U data shall be calculated by averaging the immediately preceding month and the subsequent month.

5. The annual percentage increase calculation shall change to the West-Size Class A, all Urban Consumers, not seasonally adjusted (series ID CUURN400SA0) should the population of Clark County reach the necessary population threshold. https://data.bls.gov/timesseries/cuurs400sa0.

6. 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.

ARTICLE 32
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.

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 his/her official duties.

ARTICLE 33
Savings Clause

1. If any provision of this Agreement or any application of the Agreement to any person or persons covered by this Agreement shall be found contrary to Federal law or the NRS, then the provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in Federal law or the NRS that would invalidate or supplement any provision of this Agreement, excluding changes in NRS Chapter 288, the parties 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 the Union negotiating teams shall meet within 30 days of such passage to informally discuss its ramification, if any, on the current negotiated Agreement.

ARTICLE 34
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, the Public Defender, or the Special Public Defender from formulating new or additional rules and guidelines which do not conflict with the terms of this Agreement or the provisions of the Nevada Revised Statutes.

ARTICLE 35
Entire Agreement

It is intended that this Agreements 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 Union 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 Union, 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 36
Terms of Agreement

1. This agreement shall be effective July 1, 2026 and shall remain in effect until the last day of June 2028.

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

3. In accordance with NRS 288, the Union and the County agree that prior to the expiration of this agreement, either party may provide written notice, pursuant to provisions of NRS 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. Such request shall be provided to the other party no later than February 1st of each year.

ARTICLE 37
Labor/Management and Safety Committees

1. The Department and the Union shall establish Committees, within thirty (30) calendar days of ratification of this Agreement, as follows:

   a. A Labor/Management Committee, which shall be comprised of a minimum of four (4) employees, equally seated between Union and Management.

   b. A Safety Committee, which shall be composed of a minimum of four (4) employees, equally seated between Union and Management.

2. Union Committee members shall be appointed by the Union designated representative within thirty (30) calendar days of ratification of this Agreement and Management Committee members shall be appointed by the Director(s)/Department Head(s) or designee within thirty (30) calendar days of ratification of this agreement. Members of these Committees shall serve at the pleasure of the appointing party. Each Committee shall meet monthly, on mutually agreed dates and times, unless a majority votes to cancel the meeting, or as needed for situations requiring immediate attention, and shall be for the purposes of:

   a. Exchanging general information of interest to the parties;

   b. Giving the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members; and

   c. These Committees shall reduce any recommendations arising from their deliberations to writing and forward the same to the Director(s)/Department Head(s) for consideration utilizing the following process:

i. The Director(s)/Department Head(s) shall evaluate the recommendation in good faith and inform the recommending Committee in writing of his/her decision within forty-five (45) calendar days of receipt of the recommendation. If the recommendation is approved, it shall be implemented within ninety (90) calendar days unless otherwise specified by the Director(s)/Department Head(s). If the recommendation is rejected, the director(s)/department head(s) head shall provide detailed, written justification for the rejection within forty-five (45) calendar days of receipt of the recommendation.

ii. The Committee may amend its recommendations and resubmit to the Director(s)/Department Head(s) for approval and implementation. The Director(s)/Department Head(s) shall evaluate the resubmitted recommendation in good faith and inform the recommending Committee in writing of his/her decision within thirty (30) calendar days of receipt of the recommendation. If the recommendation is approved, it shall be implemented within sixty (60) calendar days unless otherwise specified by the director(s)/department head(s). If the recommendation is rejected a second time, the Director(s)/Department Head(s) shall provide detailed, written justification for the second rejection. Within thirty (30) calendar days of receipt of the recommendation.

iii. After the second rejection, The Committee may submit its recommendation for consideration to the County Manager or designee. The County Manager or designee shall issue a written decision within forty-five (45) calendar days of receipt of the recommendation. For purposes of this Article only, the decision of the County Manager or designee shall be final and not subject to the grievance process as outlined in Article 10 of this agreement.

d. Discuss and make recommendations on the maintenance of proper safety standards, the responsibility of employees concerning safety practices, and to give input in the development of overall accident prevention programs and elements.

3. The Committees established under this Article may develop mutually acceptable ground rules which do not conflict with any provisions of the Collective Bargaining Agreement and include, but not be limited to:

a. Provide an agenda at least three (3) calendar days prior to each meeting;

b. Allow Committee members to make changes to the agenda;

c. Post minutes and/or recordings in a manner accessible by County employees

4. Neither of these Departmental Committees, the Director(s)/Department Head(s), nor the County Manager or designee shall have the authority to:

a. Alter the meaning/intent of the collective bargaining agreement or make any decisions binding the parties;

b. Bargain for the parties on any issue or formalize policies on matters subject to collective bargaining; or,

c. Determine disposition of any grievance(s).

5. All issues discussed within the purview of these committees will be limited to departmental matters. The Committees may not address issues beyond the scope of their corresponding department.

6. The County shall continue to undertake all reasonable efforts to provide for employee health and safety in accordance with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the County.

7. To facilitate the adjustment of work schedules, the Committees shall notify all members and their immediate supervisors of the dates and times of Committee meetings immediately upon the parties reaching mutual agreement as to the date of any such meeting.

8. Union Committee members shall not lose pay for time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly scheduled work hours.

ARTICLE 38
SALARY SCHEDULE PARITY

Anytime the Clark County Prosecutors Association receives any salary and/or salary schedule increase(s) or decrease(s), then the salaries and/or salary schedules for all employees covered by this Agreement shall be adjusted under the same terms and conditions. This is to ensure and maintain the long-standing historical parity between the Deputy District Attorneys and Deputy Public Defenders in Clark County and throughout Nevada.

ARTICLE 39
COMPENSATION FOR WEEKEND AND HOLIDAY INITIAL APPEARANCE (IA) ASSIGNMENT, SUBPOENA DOMESTICATION, AND PAROLE REVOCATION

A. Attorneys are entitled to additional compensation when assigned to the IA court calendars on weekends and holidays associated with pretrial release hearings mandated by AB 424 (NV LEG.2021), parole revocation hearings, or subpoena domestication services, in addition to their normal job duties.

B. Additional compensation rates shall be as follows:

1. IA court calendar assignments:

   For any IA calendar scheduled on a Friday, Saturday, or Sunday that does not constitute a holiday, attorneys who are assigned to an IA calendar shall be compensated at the rate of $750 per weekend calendar worked.

2. Holiday IA court calendar assignments:

   Holidays are defined in Article 21 – holidays, excluding the employee's birthday. Attorneys who are assigned to an IA calendar shall be compensated at the rate of $1,000 per holiday calendar worked with the following conditions:

   a) When a holiday listed in Article 21 falls on a Friday, Saturday, or Sunday, holiday pay under this article shall be paid only for IA calendars worked on the actual holiday, not on the County's observed holiday date.

   b) When a holiday listed in Article 21 falls on a Friday, Saturday, or Sunday and the County observes that holiday on a Monday, Tuesday, Wednesday, or Thursday, the County's observed date shall be treated and compensated as a weekend day for purposes of this article.

   c) When a holiday listed in Article 21 falls on a Monday, Tuesday, Wednesday or Thursday, it shall be treated and compensated as a holiday for purposes of this article.

   d) Nothing in this article is intended to modify holiday bank accrual in Article 21 Paragraph 5.

3. Subpoena domestication requests:

   Attorneys who are assigned a subpoena domestication request shall be compensated at the rate of $750 per request.

4. Parole revocation hearings:

Attorneys who are assigned a parole revocation calendar shall be compensated at the rate of $750 per parole revocation hearing calendar worked.

C. The maximum compensation payable under this article shall not exceed three thousand seven hundred fifty dollars ($3,750) per attorney in any single calendar year.

The parties acknowledge that the compensation established under provisions B(1) and B(2) is tied directly to pretrial release hearings mandated by ab 424 (NV LEG.2021). The parties further acknowledge that all compensation established under this provision is tied directly to the operational need for these additional assignments. Accordingly, if pretrial release hearings are no longer mandated and/or the public defenders offices eliminate and/or otherwise cease requiring any of the above assignments, the compensation set forth in that provision shall no longer apply.

For the County:

Michael Naft, Chair
Board of County Commissioners

For the Union:

P. David Westbrook, President
Clark County Defenders Union

Appendix A
Clark County Defenders Union
Salary Schedules & Ranges

Effective July 1, 2026
Reflects 2.7% Increase

Sch	Title		SALARY RANGE Minimum	Midpoint	Maximum
U02	DEPUTY PUBLIC DEFENDER	Annual	96,158.40	142,750.40	189,342.40
		Biweekly	3,698.40	5,490.40	7,282.40
		New Hourly	46.23	68.63	91.03
U03	CHIEF DEPUTY PUBLIC DEFENDER	Annual	138,611.20	177,819.20	217,006.40
		Biweekly	5,331.20	6,839.20	8,346.40
		New Hourly	66.64	85.49	104.33

APPENDIX B
Clark County's Substance Abuse Program
Observation/Incident Report

Reasonable Cause _____ Post-Accident _____ (check one)

Date of Report _____ Time of Day_____

Name of Observed Employee _____

Location of Observation _____

Observer _____ _____
Name Signature

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

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

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

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

REASONABLE CAUSE INDICATORS OR ACCIDENT SUMMARY:

_____
_____
_____
_____

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

_____ Drowsiness
_____ Constricted/dilated pupils
_____ Euphoria (elevated mood)
_____ Extreme mood changes
_____ Poor time/distance perception
_____ Exaggerated sense of ability
_____ Poor hand/eye coordination
_____ Excessive irritability
_____ Rapid or slow breathing
_____ Watery, glassy, red eyes
_____ Hallucinations
_____ Relaxed inhibitions
_____ Disoriented behavior
_____ Slurred speech
_____ Excessively talkative
_____ Wanders aimlessly
_____ Depression
_____ Rapid speech

_____ Stares off into space
_____ Drunken behavior with or without odor of alcohol
_____ Staggering walk
_____ Violent behavior
_____ Other _____

ACTIONS TAKEN:

_____
_____
_____
_____

COMMENTS BY EMPLOYEE:

_____
_____
_____
_____

CONTINUATION FROM FIRST PAGE IF NECESSARY:

_____
_____
_____
_____

TESTING PROCEDURES CHECKLIST:

____ Complete and send Observation/Incident Report
____ Advise employee of right to request second supervisor
____ Advise employee of right to Union 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

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

Letter of Agreement
Between The County of Clark
and
The Clark County Defenders Union (CCDU)

1. Effective July 1, 2026, and after implementation of any applicable salary adjustments in Article 31, any employee who has a wage of less than the annualized amount of $100,000.00 shall receive an additional pay increase to reach a wage in the annualized amount of $100,000.00.

2. Effective July 1, 2026, the starting pay for new employees in the bargaining unit shall not be below the annualized amount of $100,000.00.

This letter of agreement terminates on June 30, 2028.