

LABOR AGREEMENT BETWEEN
THE COUNTY OF ELKO
AND
THE CHIEF DEPUTY PUBLIC LAWYER'S
ASSOCIATION

JULY 1, 2016 THROUGH JUNE 30, 2017

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ARTICLE 1 – PREAMBLE

This Agreement is entered into between Elko County, a political subdivision of the State of Nevada, hereinafter referred to as the County and the Chief Deputy Public Lawyer's Association, hereinafter referred to as the Association.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.

It is recognized by the County, the Association, and the employees covered by this Agreement that the County is engaged in rendering public services to the general public.

ARTICLE 2 – RECOGNITION AND APPLICATION

- A. For purposes of this Agreement only, and subject to the provisions of Chapter 288 of the Nevada Revised Statutes, the County recognizes the Association as the bargaining agent for the employees scheduled to work at least one thousand two hundred thirteen (1213) hours or more during the fiscal year (hereinafter referred to as regular employees), employed in the classifications of Chief Deputy District Attorney and Chief Deputy Public Defender (hereinafter referred to collectively as Deputy Attorneys) to negotiate in respect to those mandatory subjects of bargaining set forth in NRS Section 288.150(2), excluding those Deputy Attorneys who have decided pursuant to NRS 288.140(2) to act for themselves with respect to any condition of their employment.
- B. The parties are in disagreement over the interpretation of NRS 288.140(2) as applied to the parties' negotiations and this labor agreement. The parties agree to seek a declaratory ruling from the Local Government Employee-Management Relations Board if the disagreement regarding this matter becomes an issue.

ARTICLE 3 – NO STRIKES/NO LOCKOUTS

The Association, any labor organization with whom it is affiliated, and the employees covered by this Agreement agree that they will not directly or indirectly promote, sponsor, engage in, participate in or against the County, any strike as defined in NRS 288.070. Further, the Association will use its best efforts to require all employees covered by this Agreement to comply with this pledge. The County agrees not to engage in any illegal lockout against the Association or its members.

ARTICLE 4 – MANAGEMENT RIGHTS

- A. The County and the Association agree that the County possesses the sole right to operate the County and all management rights remain vested with the County. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the County. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the

right to reduce in force or lay off employees, subject to the provisions of this Agreement regarding procedures for the layoff and/or reduction in force, provided further any layoff or reduction in force shall not be utilized to discipline an employee; the right to determine, including the right to change, appropriate staffing levels and work performance standards; the right to determine the content of the workday, including without limitation workload factors, except for safety considerations; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to decide to contract or subcontract work performed by bargaining unit employees subject to the Association's right to negotiate with the County the impact or effect of such decision; the right to discipline, suspend, demote and/or terminate employees subject to Article 9 of this Agreement; the right to consolidate County functions; the right to determine County functions; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions, subject to the Association's right to negotiate such matters; and the right to introduce new or improved procedures, methods, processes or to make technological changes.

- B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to Chapter 288 of the Nevada Revised Statutes, the County is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
- C. The provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the County to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 5 – NON-DISCRIMINATION

- A. The County and the Association will continue their policy not to interfere with, or discriminate against, any employee because of membership or non-membership in the Association, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 and following.
- B. Consistent with federal and Nevada law, the provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination based on age, sex, physical, aural or visual handicap, race, color, religion, national origin, sexual orientation or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of this Article 5.
- C. This Article shall not be subject to the dispute resolution procedures set forth in this Agreement. Employees shall retain all federal and Nevada statutory rights and remedies.

ARTICLE 6 – PAY PERIODS

The County shall maintain the pay period schedule in effect as of April 1, 1996. If the County decides to change pay periods, it shall give the Association three (3) months written notice.

ARTICLE 7 – INTEGRATION AND SAVINGS CLAUSE

- A. This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the term of this Agreement except as provided in Paragraph B below. In that context, this Agreement supersedes all personnel rules, ordinances, and resolutions heretofore in effect by the County relating to those subjects addressed or which could have been addressed by the provisions of this Agreement.
- B. This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.
- C. The County agrees that, to the extent any personnel rules have been or will become reduced to writing, copies of written rules will be furnished and amendments to existing rules will be provided to and discussed with the Association at least fifteen (15) calendar days prior to the effective date of such amendments.

ARTICLE 8 – DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2016 and shall remain in full force and effect until June 30, 2017.
- B. Either party wishing to modify and/or terminate this Agreement shall notify the other party, in writing on or before February 1, 2017. Article 19 - Group Health Insurance may be reopened by either party during the term of this agreement to negotiate over premiums and/or benefit levels. Any negotiations regarding an insurance re-opener are subject to the requirements of NRS Chapter 288 and impasse procedures. Any notification of reopening Article 19 must be provided to the other party not later than July 1st of the fiscal year in which the premiums and/or benefit levels are proposed to be changed.
- C. The County may reopen this Agreement during its term to address a “fiscal emergency” in accordance with the requirements of NRS 288.150(4).

ARTICLE 9 – DISCIPLINARY ACTION

A. POLICY

Except as set forth in paragraph F of this Article, any suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a regular employee covered by this Agreement the procedure set forth below shall be followed.

1. Written Notice

Written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Such notice shall be given within a reasonable time and shall include a statement of the reason(s) for the intended action, the charge(s) being considered, and the effective date of the intended action. A copy of such notice shall be mailed or delivered to the Association in care of the Association President, 495 Idaho Street, Suite 201, Elko, NV 89801.

2. Employee Review

The employee shall be given an opportunity to review the documents or other evidence upon which the intended disciplinary action is based. A copy of said documents and/or evidence shall be given the employee provided the employee requests them in writing within three (3) working days after receipt of the written notice, or if personal delivery is not practicable, then within seven (7) working days after the mailing of said written notice by certified mail, return receipt requested, to the employee's last known address.

3. Employee Response

Within ten (10) working days or fifteen (15) working days in the case of disciplinary termination, after the employee has had the review opportunity provided above, the employee shall have the right to respond, orally or in writing, to the County official initially imposing the intended action. A copy of such response shall also be delivered to the County Manager.

4. Relief of Duty

Notwithstanding the provisions of this Article, the County Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigation(s) or the opportunity to respond as may be required to determine if disciplinary action is to be taken.

5. County Response

After review of the employee's response, if any, the County official initially imposing the intended disciplinary action and/or the County Manager shall notify the employee in writing of any action to be taken.

B. APPEAL

Regular employees may appeal disciplinary actions, including suspensions without pay of any duration. If the employee wishes to appeal the disciplinary action, he/she shall file a

written request with the County Manager within ten (10) working days of the imposition of the discipline. The appeal shall be heard by an arbitrator who shall issue an advisory decision. The employee may have a person of his/her choice to represent him/her at the hearing.

- C. The parties shall attempt to agree upon the person who shall be the arbitrator. If the parties are unable to agree, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The arbitrator shall issue a recommended decision.
 - 1. The arbitrator's fees and expenses shall be borne equally by the parties.
 - 2. A party requesting the use of a court reporter shall pay all fees and costs associated; however, if the other party requests a copy of the product transcript, all such fees and costs shall be shared equally.
- D. If the employee disagrees with the arbitrator's recommended decision, he/she may appeal that decision to the County Commissioners. The employee desiring to appeal the arbitrator's recommended decision shall file a written request with the County Manager within ten (10) working days of (a) the close of the advisory arbitration hearing if a bench decision is issued, or (b) the receipt by the parties of the advisory arbitrator's written decision if such decision is written. The County Commissioners shall advise the employee and Association in writing as to whether the County will accept or reject the advisory arbitrator's decision. The decision of the County Commissioners shall be final and binding and shall be subject to such judicial review as is allowed by law.
- E. **TIMELINESS**
The time limits set forth in this Article must be followed in a timely manner. Failure to follow such time limit will result in a waiver of the provisions of this Article.
- F. This Article shall not apply to employees serving a new-hire probationary period. The length of the new-hire probationary period shall be not less than four (4) months nor greater than six (6) months.

ARTICLE 10 – LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this Agreement, the County is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

ARTICLE 11 – COMPENSATION

- A. Base entry level salary is \$100,156.22 effective and retroactive to the first full pay period following July 1, 2015.

B. No change to current salaries for FY 2017 as reflected in attached Schedule A.

Wage Reopener: Effective July 1, 2016, and terminating June 30, 2017, automatic reopener to negotiate over Article 11 (B) basic compensation (wages) if any other bargaining unit or unrepresented employee receives a basic salary increase, bonus or “in kind” salary increase during FY 2017. Note: “In kind” increase is defined as any salary increase in excess of the deferred compensation 3% (IRS 401A deferred retirement plan) or similar related increases. Excluded from automatic reopener are any legislative increases for elected officials and judges and any increases mandated by judges.

C. **Longevity Pay**

1. Effective on and after July 1, 2017, and subject to the County’s ability to pay longevity pay after this date, employees are entitled to longevity payment after eight (8) years of continuous service. Retroactivity of longevity pay for FY 2017 is subject to Exhibits A and B.
2. The schedule for longevity pay for employees with performance reviews of standard or better is as follows:

Years of Completed Service	Semi-Annual Amount	Total Annual Amount
8	\$ 200	\$ 400
9	225	450
10	250	500
11	300	600
12	325	650
13	350	700
14	375	750
15	400	800
16	475	950
17	500	1,000
18	525	1,050
19	550	1,100
20	575	1,150
21	700	1,400
22	725	1,450
23	750	1,500
24	775	1,550
25	800	1,600

3. Longevity pay shall be payable on June 20 and December 20 of each year. An employee will receive their first check during the year following the employee’s anniversary date following the employee’s anniversary year of employment with the County. If the anniversary date falls between January 1 and June 30 of the year, the first check will be June 20. If the anniversary date falls between July 1 and December 31 of that year, the first check will be December 20.

4. For purposes of longevity pay, continuous County services is defined as uninterrupted employment in the service of the County.

ARTICLE 12 – GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute between the County and the Association arising over the interpretation or application of a specific aspect of this Agreement which is not a Management Right. Grievances as defined above shall be resolved pursuant to this Article. This Article shall not apply to disciplinary action of any form covered by Article 9.
- B. An Association grievance committee shall be established consisting of not more than three members. Such committee shall be selected in a manner to be determined by the Association membership. The purpose of the Association grievance committee is to aid the Association and employee in resolution of grievances or to determine whether to pursue the matter through the grievance procedure.
- C. If the employee feels he/she has a grievance, he/she shall take up the matter with the appointing District Attorney or Public Defender within five (5) days after the employee becomes aware of the event giving rise to the grievance.
- D. The District Attorney or Public Defender shall make every attempt to reach an acceptable solution to the problem within five (5) days after it has been submitted to him. Any grievance settlement shall be approved in writing by the appointing District Attorney or Public Defender and the County Manager.
- E. If the grievance is not settled during the informal discussion, the Association may proceed with the matter. Within fifteen (15) days after the event giving rise to the grievance, the Association shall submit the grievance in writing to the appointing District Attorney or Public Defender, and provide the following information:
 1. The employee's name;
 2. The employee's position classification;
 3. The employee's department;
 4. A complete statement of the nature of the grievance citing the specific section of this Agreement which is the basis for the grievance;
 5. Any attempts made to resolve the problem;
 6. A proposed solution to the grievance;
 7. Signature of the President of the Association; and

8. The date the grievance arose and the date the employee signed the statement.

The Association grievance committee and the appointing District Attorney or Public Defender shall again attempt to resolve the matter. Any grievance settlement shall be approved in writing by the appointing District Attorney or Public Defender and the County Manager.

- F. If the grievance is not settled within five (5) days after receipt of the written grievance by the District Attorney or Public Defender, the Association may submit the written grievance with the information outlined above to the County Manager. The County Manager shall arrange for any meetings and investigations necessary to enable him to respond in writing to the Association regarding the grievance within ten (10) days from the date he received said grievance.
- G. If the matter is not settled in the previous step within three (3) days after receipt of the written response from the County Manager, the Association may, within ten (10) days of receipt of the County Manager's decision notify the County Manager in writing of its desire to submit the matter to the County Commissioners. Subject to judicial review as allowed by law, the decision of the County Commissioners shall be final and binding.
- H. The County Commissioners shall have no power to amend, modify, add or delete provisions of this Agreement.
- I. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.
- J. The Association shall furnish the County with the names of the members of the Association grievance committee.
- K. Any employee, informally seeking or formally filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so or testifying on behalf of another employee or assisting another employee to prepare a grievance report or acting as a representative of any employee requesting a grievance review.
- L. For purposes of this Article, the term day means any day Monday through Friday, excluding holidays.
- M. The time limits set forth in this Article shall be strictly construed. If the Association fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied.
- N. If the County fails to respond to the grievance in the time limits established in the preceding sections the matter automatically moves to the next step.

ARTICLE 13 – FAIR LABOR STANDARDS ACT

Employees covered by this Agreement are exempt from the minimum wage and overtime

provisions of the Fair Labor Standards Act, as amended.

ARTICLE 14 – LEAVE FOR WORK-RELATED INJURY

When any employee of the County is eligible at the same time for benefits under Chapters 616 or 617 of the Nevada Revised Statutes (NRS) and for any sick leave benefit:

- A. The amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his or her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under Chapters 616 or 617 of the NRS for that pay period.
- B. If an employee elects to use accrued sick leave while receiving benefits under Chapters 616 or 617 of the NRS, the amount of sick leave charged such employee as taken during each pay period shall be equal to the difference between the benefit received pursuant to Chapters 616 or 617 of the NRS, exclusive of reimbursement or payment of medical or hospital expenses, and the employee's salary prior to the injury.
- C. An employee of the County may decline to use any or part of the sick leave benefit normally payable to him or her while receiving benefits under Chapters 616 or 617 of the Nevada Revised Statutes. During such period of time, the employee shall be considered on leave of absence without pay.

ARTICLE 15 – ANNUAL LEAVE

A. Employees With Less Than 4 Years' Service

- 1. All employees working on a full-time basis shall be entitled to vacation leave with pay of .833 of a working day for each month of service which may be accumulated.
- 2. During the employee's first six (6) months of employment, vacation leave shall accrue as provided in paragraph 1, but no vacation leave shall be taken during such period.

B. Employees After 4 Years' Service

All employees working on a full-time basis who have completed four (4) or more consecutive years of employment shall earn vacation leave of one and one-fourth (1-1/4) working days for each month of service which may be accumulated.

C. Employees After 10 Years' Service

All employees working on a full-time basis who have completed ten (10) or more consecutive years of employment shall earn vacation leave of one and one-half (1-1/2) working days for each month of service which may be accumulated.

D. Employees After 15 Years' Service

All employees working on a full-time basis who have completed fifteen (15) or more consecutive years of employment shall earn vacation leave of one and two-thirds (1-2/3) working days for each month of service which may be accumulated.

E. The time when annual leave is taken shall be determined by the County after considering the needs of the service and the seniority and wishes of the employee. Annual leave shall not be accumulated in excess of thirty (30) working days at the beginning of any calendar year. Amounts in excess of thirty (30) working days at the beginning of any calendar year to a maximum of ten (10) working days shall be paid to the employee at the employee's regular rate of pay. Annual leave shall not be granted in excess of the annual leave credit earned.

F. Vacation Credit Upon Termination Of Employment

1. Upon termination of employment for any reason, an employee who earned vacation time may be granted a vacation for the time so earned not to exceed the maximum amount which may be accumulated as specified in paragraph E of this Article. Such vacation must be taken prior to the effective date of termination of employment, or in lieu of such vacation, the employee may be granted a lump sum payment for vacation time accrued to his or her credit not to exceed the maximum amount which may be accumulated as specified in paragraph E of this Article.
2. No employee shall be paid for accumulated vacation leave upon termination of service unless he or she has been employed six (6) months or more.

G. Rights of Heirs of Deceased Employee

If an employee dies and was entitled to accumulated vacation under the provisions of this Article, the heirs of such deceased employee, who are given priority to succeed to the assets of decedent's estate under the laws of intestate succession of this State, or the executor or administrator of the decedent's estate, upon submitting satisfactory proof to the Board of County Commissioners of their right, shall be paid an amount of money equal to the number of days of accrued vacation leave, not to exceed the maximum amount which may be accumulated as specified in paragraph E of this Article, multiplied by the daily salary or wages of such deceased employee.

ARTICLE 16 – RETIREMENT

A. All employees covered by this Agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS 286 and following.

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

ARTICLE 17 – HOLIDAYS

- A. The County observes the holidays listed below:

- New Years' Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving (Family Day)
- Christmas Day
- Friday afternoon of the Elko County Fair preceding the Labor Day weekend

- B. In addition to the enumerated holidays appearing in Paragraph A above, bargaining unit employees shall be entitled to designate one day as a floating holiday. Five (5) working days advance notice of the designated floating holiday must be given by the employee. The floating holiday shall be forfeited if not taken within the fiscal year. The floating holiday(s) shall be paid at straight time.

ARTICLE 18 – SICK LEAVE

- A. Employees shall be entitled to sick and disability leave with pay of one and one-fourth (1-1/4) working days for each month of service, which shall be cumulative from year to year not to exceed 120 working days. Following the expiration of allowed sick and disability leave, the County Commissioners may grant an employee up to an additional 120 days sick leave. The granting of such additional sick leave shall be at the sole discretion of the Elko County Commissioners, based upon the best interests of the County of Elko.
- B. An employee separated from service shall earn sick leave only through the last working day for which he or she is entitled to pay. If this date is earlier than the last day of the month, the sick leave with pay shall be prorated.
- C. An employee is entitled to use sick leave only when incapacitated to perform the duties of his or her position due to sickness or injury, when quarantined, when receiving required medical or dental service or examination, or when there is an illness or death in his/her immediate family.

- 1. In the event a serious illness in an employee's immediate family requires his/her

attendance, he/she may use sick leave not to exceed 5 days in any one calendar year. For this purpose, immediate family is defined as the employee's parents, spouse, children (natural, adopted, or foster), brothers, sisters, grandparents, great grandparents, uncles, aunts, nephews, grandchildren, nieces, great grandchildren, step-parents, and, if living in the employee's household, shall include father-in-law, mother-in-law, son-in-law or daughter-in-law, grandfather-in-law or grandmother-in-law, great grandfather-in-law, great grandmother-in-law, uncle-in-law or aunt-in-law, brother-in-law or sister-in-law, grandson-in-law or granddaughter-in-law, nephew in-law or niece-in-law, great grandson-in-law or great granddaughter-in-law, and step-children. With the approval of the Board of County Commissioners, additional family sick leave may be granted.

2. The Board of County Commissioners may approve an exception to this limitation where an employee's attendance is required to provide, participate in or arrange for intensive care and/or treatment or receive extensive training in the proper utilization of equipment, techniques and supplies essential for continued maintenance of good health. In this case, the employee shall submit his/her request for an exception of the limitation to the Board of County Commissioners. The request must be accompanied by an individual certification from a physician or other suitably qualified person as to the actual need for the employee's participation. The certificate of need must identify the immediate family member's illness and contain an explanation as to:
 - a. Relative seriousness of the illness and a projection of the probable length of time the employee's attendance will be required;
 - b. The exact role of the employee while in attendance; and
 - c. The County Manager or Board of County Commissioners may request the submittal of supplemental information.
3. In the event of a death in the employee's immediate family, he/she may use sick leave not to exceed five (5) working days for each death. For this purpose, immediate family is defined as the employee's parents, spouse, children, brothers, sisters, grandparents, great grandparents, uncles, aunts, nephews, grandchildren, nieces, great grandchildren, father-in-law or mother-in-law, son-in-law, daughter-in-law, grandfather-in-law or grandmother-in-law, uncle-in-law or aunt-in-law, brother-in-law or sister-in-law, grandson-in-law or granddaughter-in-law, nephew-in-law or niece-in-law, great grandson-in-law or great granddaughter-in-law, and step-parents or step-children.

D. Family Medical Leave Act Compliance

Family and medical leave for employees shall be governed by the provisions of the Federal Family and Medical Leave Act (FMLA), as may be amended from time to time. Nothing in this section is intended to extend to an employee rights or benefits not provided in the FMLA.

1. Employees who have one (1) year of service are eligible to take up to 12 weeks during any 12 month (52 week) period of family or medical leave as defined in the FMLA. Family members are those persons who are so defined in the FMLA.
 2. The employee must provide reasonable advance notice if the need for the leave is foreseeable.
 3. The employee shall exhaust all available sick and annual leave when the leave is due to the health condition of the employee or when leave is taken to care for a child, spouse or parent with a health condition.
 4. The County shall maintain coverage under any County group health plan for the duration of the leave at the level and under conditions that would have been provided had the employee been working. However, the County shall only maintain such group health plan coverage for such employee for up to twelve (12) weeks within a twelve (12) month period commencing with the start of the FMLA leave.
- E. Upon separation of an employee from the COUNTY for any reason, the employee shall be entitled to payment for his/her unused sick leave in excess of thirty (30) days, according to his/her number of years of Elko County public service, as follows:
1. For 10 years of service or more, but less than 15 years, not more than \$3,500.
 2. For 15 years of service or more, but less than 20 years, not more than \$4,000.
 3. For 20 years of service or more, not more than \$4,500.
- F. An employee who uses five (5) days or less of sick leave during any calendar year may by written request elect to be paid at the employee's current hourly rate for the unused sick leave that has accumulated during that calendar year in the ratio of one (1) hour paid for every two (2) hours of sick leave accrued. The sick leave buy out applies only to sick leave accumulated during the applicable calendar year (i.e. a maximum of three (3) weeks), and does not apply to prior accumulations. The employee's sick leave account shall be reduced by two (2) hours of accrued sick leave for every one (1) hour of sick leave paid. The written request must be received by the County Manager's Office immediately following the last payroll of the year.

ARTICLE 19 – GROUP HEALTH INSURANCE

- A. After the waiting period provided for by the group health insurance plan, all employees covered by this Agreement may enroll in the County's group health insurance and vision plan; provided, however, such employee is not excluded from enrollment by conditions of the insurance contract.

B. County Employee Share of Premium

1. Except as recommended by the Premium Stabilization Committee and approved by the Association and the Elko County Commission the County shall pay 100% of the cost of the premium for County group health and vision insurance covering the employee during the term of this Agreement. Any portion of the employee-only premium paid by the employee shall be by payroll deduction and will be effective on and after August 1, 2012.
2. The employee shall be liable for, and pay, by payroll deduction, one hundred percent (100%) of the cost of the premium for group health and vision insurance dependent coverage.

C. Premium Stabilization Committee

A “Premium Stabilization Committee shall be formed to meet and discuss alternative group health insurance options and programs, including methods and mechanisms that might mitigate the effect of future group health insurance premium increases. The Premium Stabilization Committee shall consist of one (1) representative from the Association and one (1) representative from management. The meetings will take place on mutually agreed upon dates and times.

- D. Upon termination from County employment, the employee shall have the option of converting the health insurance coverage as provided by applicable law.

ARTICLE 20 – LEAVE OF ABSENCE

A. Leave of Absence Without Pay

1. Leave without pay may be granted only to an employee who desires to return to County service.
2. Leave without pay of less than thirty (30) days may be granted by the County Manager.
3. Leave without pay of thirty (30) days or more may be granted for the good of the public service as determined by the Board of County Commissioners.
4. The employee shall retain his/her status as a public employee and shall retain his/her leave and benefits accrued prior to the leave.

B. Military Leave

Leave is granted to an employee for authorized military training duties in compliance with applicable Nevada and federal law.

C. Leave of Absence With Pay

1. A leave of absence with pay shall be granted to any employee who serves on a

jury or as a witness for the federal government, the State of Nevada, or a political subdivision thereof. The employee shall be paid his/her regular salary while on court leave and retain any witness or jury duty fees, when summoned for jury duty or serving as a witness in any case. When an employee, serving in his/her official capacity as a County employee and as part of his/her required duties, serves as a witness in any case, he shall not receive witness fees. Per diem and transportation costs may be paid by the requesting jurisdiction, considering such variables as whether or not the case is a criminal or civil matter, whether it is in State or out-of-state, the length of time the employee is required to stay away from the job and who receives ultimate benefit from the County employee's testimony. Court leave shall not be charged to any employee's annual leave balance.

2. When it is impractical for a registered voter to vote before or after his/her normal working hours, an employee will be granted sufficient time to vote.

D. Unauthorized Absence

1. An unauthorized absence from work shall be treated as leave without pay, and shall be a cause for disciplinary action.
2. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from County employment.

ARTICLE 21 – EMPLOYEE DEDUCTIONS

- A. Upon receipt of a written authorization voluntarily executed by an employee, the County will deduct monthly Association dues, if any, from the salary of an employee who so requests, and transmit said monies to the Association. The parties shall agree upon the form of the written authorization.
- B. The Association shall indemnify and hold the County harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which arise or may arise out of or by reason of any action taken or not taken by the County pursuant to paragraph A above.

ARTICLE 22 – PRIVATE AUTOMOBILES

Where an employee is required by the District Attorney or Public Defender to use his/her private automobile in the performance of County business, he/she shall be reimbursed at the rate established by Nevada Revised Statutes for each mile actually traveled in the performance of such County business. In the event an employee is required to use a passenger vehicle in the performance of his/her job, the County will make every effort to provide a County vehicle for use.

ARTICLE 23 – OUTSIDE EMPLOYMENT

- A. No employee shall hold any other employment without the written approval of the County, by the County Manager. Approval must be requested in writing, and may be requested at any time. The County may review such employment annually. The County shall review employee requests for outside employment when initially requested and when such employment changes.
1. Writing legal articles or teaching law classes for compensation, and paid legal research is permitted as long as the activity does not conflict with the employee's duties to the County or the ethical duties and obligations pertaining to the practice of law.
 2. An employee may handle three (3) private practice cases per calendar year under terms and conditions specified by the department head or elected official and as long as such practice is allowed by the Nevada Revised Statutes.
- B. Employees are required to notify the County Manager in writing of any outside employment, and to notify the County Manager in writing when such outside employment changes.
- C. Outside employment will not be permitted if:
1. It would physically or mentally impair or hamper the employee in the performance of his/her duties for the County; or
 2. It would reflect adversely upon the employee or the County;
 3. It would create an actual or potential conflict of interest between the County and the employee, or the employee's other employer; or
 4. It is contrary to a policy adopted by the appointing District Attorney or Public Defender, with the approval of the County Manager.
- D. The County reserves the right to prohibit any outside employment on the part of any County employee which may be detrimental to the best interests of the County. In such cases, the employee will be given appropriate notice to terminate his/her outside employment or be terminated by the County.
- E. The provisions of this Article are not subject to the grievance procedure provided for in Article 12, nor are they subject to the provisions of Article 9 relating to the appeal of disciplinary actions.

IN WITNESS WHEREOF, the County and the Association have caused this labor agreement to be duly executed by their authorized representatives this 21st day of June 2017.

COUNTY OF ELKO
BOARD OF COMMISSIONERS

CHIEF DEPUTY DISTRICT
ATTORNEY'S ASSOCIATION

CLIFF EKLUND, Chairman

CHAD THOMPSON, President

ATTEST:

CAROL FOSMO, County Clerk

SCHEDULE A – COMPENSATION JULY 1, 2016 TO JUNE 30, 2017

NO BASE SALARY INCREASE FOR FY 2017

POSITION	FY 2017
ENTRY LEVEL	\$100,156.22
CHIEF DEPUTY PUBLIC DEFENDER	\$104,009.91
CHIEF CRIMINAL DEPUTY DISTRICT ATTORNEY	\$104,009.91

EXHIBIT A – EFFECT OF COUNTY VOLUNTARILY UNFREEZING LONGEVITY PAY INCREASES

If the County provides any other County Bargaining Unit an increase to base salary by voluntarily unfreezing longevity pay increases effective on and after July 1, 2016, to and including June 30, 2017, the County will provide the Association the same unfreezing of longevity pay increases (if any, and to the same extent voluntarily provided). The term “voluntarily” does not include actions by the County in response to a binding fact finding decision awarding or otherwise compelling salary step increases or longevity pay increases in FY 2017 issued pursuant to NRS 288.200 or in response to a binding interest arbitration award awarding or otherwise compelling salary step increases or longevity pay increases in FY 2017 issued pursuant to NRS 288.215, or any final grievance, administrative, or judicial decision compelling the County to unfreeze salary step increases or to unfreeze longevity pay increases in FY 2017. Voluntarily does not include any County compliance with Senate Bill 241(2015) or EMRB Item 810 that is currently under Judicial Review by a District Court and possibly further appeals.

EXHIBIT B – TRIGGER UNFREEZING LONGEVITY PAY INCREASES

If not otherwise unfrozen voluntarily under Exhibit A, longevity pay increases voluntarily frozen for FY 2017 will be unfrozen and retroactively paid in accordance with Article 11, paragraph C if the audit of FY 2017 (July 1, 2016 – June 30, 2017) determines that the general fund ending fund balance actually met or exceeded 8.3%. This trigger requires an actual audited ending fund balance of \$2,605,009 or more (Total budgeted expenditures \$31,430,654 [FY2017 Final Budget, pg. 26] minus capital outlay \$45,000 [FY2017 Final Budget, pg. 12] x 8.3% = \$2,605,009).