

LABOR AGREEMENT BETWEEN
THE COUNTY OF ELKO
AND
THE ELKO COUNTY PUBLIC ATTORNEY'S ASSOCIATION

July 1, 2011 through June 30, 2013

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**ARTICLE 1
PREAMBLE**

This Agreement is entered into between the County of Elko, hereinafter referred to as the "County" and the Elko County Public Attorney's Association, hereinafter referred to as the "Association".

It is recognized by the County, its employees and the Association that the County is charged by law with the duty and responsibility for providing services to the general public and that there is an obligation on each party for the continuous rendition and availability of such service.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstanding or differences, which may arise. It is recognized by the County and the Association that each party has a mutual obligation for executing the provisions of this Agreement.

The provisions of this Agreement apply to post probationary or Elko County employees that are employed as Deputy District Attorneys and/or Deputy Public Defenders. Membership in the Association is voluntary and no employee of the Elko County District Attorney's Office or Elko County Public Defender's Office is required as a condition of employment to join the association.

In consideration of these mutual covenants and agreements, the full agreement between the parties is set forth herein.

**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 Deputy District Attorney and 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.

**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 employees.

**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 bi-weekly pay period schedule currently in effect. If the County decides to change pay periods, it shall give the Association 3

month's 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 15 calendar days prior to the effective date of such amendments.

**ARTICLE 8
DURATION OF AGREEMENT**

- A. This Agreement shall be effective on July 1, 2011, and shall remain in full force and effect until June 30, 2013. 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 reopener are subject to the requirements of NRS Chapter 288 impasse procedures. The County agrees that it will reopen Article 19 in any given year only if it does so under the same or similar clauses of other contracts with its collective bargaining units, and bargain with its bargaining units collectively, if the other units so agree. 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. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1st of any year.

- B. Either party wishing to modify and/or terminate this Agreement, other than the Article 19 reopener addressed above, shall notify the other party, in writing on or before February 1, 2013.

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 its President, 540 Court Street, 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 3 working days after receipt of the written notice, or if personal delivery is not practicable, then within 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 10 working days or 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 official initiating the disciplinary action 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 terminations, and 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 Official initiating the disciplinary action within 10 working days of the imposition of the discipline. The appeal shall be heard by a mediator 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 mediator. If the parties are unable to agree, the mediator shall be selected from a panel of 7 mediators provided by the Federal Mediation and Conciliation Service or other mediation service as agreed to by the parties. The mediator shall issue a recommended decision.
 1. The mediator'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 either party disagrees with the mediator's recommended decision, he/she/they may appeal that decision by instituting whatever legal and/or equitable action is appropriate, or available, under the laws of the State of Nevada or of the United States of America.
 - 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 4 months nor greater than 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. The salary plan for bargaining unit employees for the duration of this contract is reflected in the attached Schedule "A", and shall apply during the period so designated.

- B. In the discretion of the District Attorney or Public Defender and based upon documented experience and expertise or difficulty of recruitment, a new hire may enter the compensation plan at any annual salary between \$63,654 and \$70, 263. In the discretion of the District Attorney or Public Defender and based upon documented experience and expertise or difficulty of recruitment, a new hire may enter the compensation plan at any salary between \$65,564 and \$76,710 effective the first full pay period following July 1, 2012.

FY 2012: The County will pay employee's share of July, 2011 PERS increase (1.125%) retroactive to date of July, 2011 salary reduction so that there is no reduction in current salaries. The salaries of affected employees will be \$63,654 - \$70,263 at entry and top out at \$95,481

FY 2013: Effective 3 July 1, 2012, Elko County Public Attorney's salary tables in effect July 1, 2011 to June 30, 2012 will be increased three percent (3.0%) and shall be reflected in the attached salary tables. The salaries of affected employees will be \$65,564 - \$76,710 at entry and top out at \$98,345 effective the first full pay period following July 1, 2012.

- D. Effective July 1, 2011 employees are entitled to up to a 3.0% salary step increase effective the first full pay period following the employee's anniversary date conditioned on standard or better performance for the previous year. Employees meeting the above criteria will only be provided less than a 3.0% salary step increase if

such increase would exceed the top of the approved range.

E. Longevity Pay effective July 1, 2008:

1. Employees are entitled to a longevity payment after 8 years of continuous service.
2. The schedule for longevity pay for employees with performance reviews of standard or better is as follows:

<u>Years of Completed Service</u>	<u>Semi-Annual Amount</u>	<u>Total Amount</u>
8	\$175	\$350
9	\$200	\$400
10	\$225	\$450
11	\$275	\$550
12	\$300	\$600
13	\$325	\$650
14	\$350	\$700
15	\$375	\$750
16	\$450	\$900
17	\$475	\$950
18	\$500	\$1,000
19	\$525	\$1,050
20	\$550	\$1,100
21	\$675	\$1,350
22	\$700	\$1,400
23	\$725	\$1,450
24	\$750	\$1,500
25	\$775	\$1,550

3. Longevity pay shall be payable on June 20 and December 20 of each year. An employee will receive first check during the year following the employee's anniversary date following the employee's anniversary year of employment with the County. If employment 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 service 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 three employees. 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 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 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 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 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 10 days from the date he received said grievance.
- G. If the matter is not settled in the previous step within 3 days after receipt of the written response from the County Manager, the Association may, within 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 without written consent of the Association.
- 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 employees 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 FLSA

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 5 Years' Service effective the first full pay period following July 1, 2004.

Employees with less than 5 years service: 0-completion of 5 years: 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. During the employee's first 6 months of employment vacation leave shall accrue as provided in this paragraph, but no vacation leave shall be taken during this period;

- B. Employees With Less Than 10 Years' Service.

Employees with less than 10 years service: Completion of 5 years – end of 10 years: All employees working on a full-time basis shall be entitled to vacation leave with pay of 1.25 working days for each month of service which may be accumulated;

- C. Employees With Less Than Fifteen Years' Service.

Employees with less than 15 years service: Completion of 10 years – end of 15 years: All employees working on a full-time basis shall be entitled to vacation leave with pay of 1.5 working days for each month of service which may be accumulated;

- C. Employees after 15 years service.

Employees after 15 years service: Completion of 15 years: All employees working on a full-time basis shall be entitled to vacation leave with pay of 1.66 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 30 working days at the beginning of any calendar year. Amounts in excess of 30 working days at the beginning of any calendar year to a maximum of 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 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 Chapter 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's 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
 - First 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. There shall be two additional floating holidays that are subject to the requirements of this section to be used or forfeited by June 30, 2013. These two additional floating holidays sunset, expire and are of no further effect after June 30, 2013.

**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. No payment for unused sick leave shall be made upon separation (except as provided in E.).

- 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 family requires his/her attendance, he/she may use sick leave not to exceed 5 days in any one calendar year.
 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 family, he/she may use sick leave not to exceed 5 working days for each death.
- 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 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 member 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 12 weeks within a 12 month period commencing with the start of the FMLA leave.

D. Sick Leave Buy Out effective on ratification and approval of the 2011-2013 labor agreement.

1. Upon Separation from County service for any reason, an employee shall be entitled to payment for his/her sick leave in excess of 30 days, according to his/her continuous years of County service, as follow:
 - A. For 10 years of service or more, but less than 15 years, not more than \$2,500.00.
 - B. For 15 years of service or more, but less than 20 years, not more than \$3,500.00.
 - C. For 20 years of service or more, not more than \$4,500.00.

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 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.

2. The employee shall be liable for, and pay, by payroll deduction, 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 representative from the Association and one 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 30 days may be granted by the County Manager with the consent of the District Attorney or Public Defender.

3. Leave without pay of 30 days or more may be granted for the good of the public service as determined by the Board of County Commissioners with the consent of the District Attorney or Public Defender.
 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 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 and County policy 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 assign a 4x4 vehicle for use by the District Attorney's Office and/or Public Defender's Office.

**ARTICLE 23
OUTSIDE EMPLOYMENT**

- A. No employee shall hold any other employment without the written approval of the County, by the County Manager and District Attorney or Public Defender. 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.

B. Employees are required to notify the County Manager in writing of any outside employment, and to notify the County Manager, District Attorney and Public Defender in writing when such outside employment changes.

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.

C. 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.

Article 24 Personnel Information

A. Personnel Files:

1. An Association member and/or his/her representative with written approval, shall upon request and by appointment, be permitted to examine his/her personnel file which shall be kept in the Personnel Department. An employee shall be given a copy of any material in his/her file.
2. No material derogatory to an employee covered hereunder shall be placed in his/her personnel file unless a copy of same is provided to the employee. The employee shall be given an opportunity to submit a written response/rebuttal which shall be attached and accompany the material and shall not be removed from the file, unless the material is purged and destroyed."

Article 25 Access to Information

Upon written request of the Association and written consent of the affected employee, the County shall make available information pertaining to employees covered by this Agreement for the Association's retention and record solely for the purposes of NRS 288.180(2).

Article 26 Amendments to Agreement

This agreement may be amended during its term only by the mutual written agreement of the parties. Such amendments shall be lettered, dated and signed by the parties and, together with any attached Appendices, if applicable, shall constitute a part of this agreement.

Article 27 Association Rights

- A. The County recognizes and agrees to deal with designated employee representatives of the Association on all matters within the scope of negotiations as well as those covered by this agreement.
- B. The selection of employee representatives, employee grievance representatives, employee negotiation team representatives and officers of the Association is the responsibility of the Association.
- C. Release time for employee grievant(s) and employee representatives and employee negotiation team representatives is subject to the operational requirements of the District Attorney and Public Defender as determined by the District Attorney or designee and Public Defender or designee. Approved employee release time will be without loss of pay.

Article 28 Catastrophic Leave

- H. Catastrophic Leave:
 - 1. Definitions:
 - a. The employee is unable to perform the duties of their position as determined by the County Manager because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. Catastrophic leave does not cover maternity leave, elective surgery, work related sickness or injury.
 - b. "Lengthy Convalescence" means a period of disability, which the attending physician determines will exceed 10 weeks.

- c. "Life Threatening" means a condition, which is diagnosed by a physician as creating a substantial risk of death.

2. Establishing the Catastrophic Leave Account:

- a. The County Manager will establish an account for catastrophic leave for employees.
- b. An employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.
- c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance of his/her account after the transfer is less than 500 hours. Employees may not donate hours in excess of 960 hours except for a specific catastrophe. Sick leave will be transferred at the rate of one (1) hour for one (1) hour credit donated.
- d. The maximum number of hours which may be transferred in any one (1) year from any employee is eighty (80). The minimum number of hours which may be transferred in any one (1) fiscal year is (8) hours annual and twenty-four sick. Leave will be placed in a pool; however, the employee may transfer hours to the catastrophic leave account for use by a particular employee, who has been determined to be eligible to receive the leave subject to the above limitations.
- e. Any hours of annual or sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to subsection 4 of this article.

3. Request for Catastrophic Leave:

- a. An employee who is himself/herself affected by a catastrophe as defined in subsection 1, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The maximum number of hours that may be transferred to an employee pursuant to this section is 240 per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's

immediate family. Catastrophic leave is limited to catastrophes, which befall the employee.

- b. The request must include:
 - 1. The employee's name, title and classification; and
 - 2. A description of the catastrophe and the expected duration of that catastrophe by the treating physician.
 - 3. An employee may not receive any leave from the catastrophic leave account until he/she has used all his/her accrued annual, sick and other paid leave whether or not in conjunction with FMLA.
 - 4. An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

4. Approval of Transferring the Catastrophic Leave:

- a. The County Manager or his designee may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any employee who is eligible to receive such leave.
- b. The decision of the County Manager or his designee concerning the approval of leave pursuant to subsection 1 is final and not subject to the grievance procedure, judicial review or review by the County Commissioners.

Disposition of

5. Review of Status of Catastrophe; Termination of Leave; Hours Not Used:

- a. The County Manager or his designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure, judicial review or review by the County Commissioners.
- b. The County Manager or his designee shall not grant any hours of leave from the catastrophic leave account after:
 - 1. The catastrophe ceases to exist; or
 - 2. The employee who is receiving the leave resigns or his/her employment with the County is terminated.
 - 3. Catastrophic leave will be transferred each pay period subject to the limitations in this Article. Any leave

which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.

6. Maintenance of Records on Catastrophic Leave:

Human Resources shall maintain the records and report to the County Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost of carrying out this provision.

7. Employee: Definition:

The term "employee" as used in this Article includes only those employees covered by this Agreement.

8. Substantiation of Catastrophic Condition:

The County Manager or his designee may require written substantiation of the catastrophic condition, which is life threatening or which will result in a lengthy illness by a physician of his or her choosing. The cost of such written substantiation shall be borne by the employee requesting/using the catastrophic leave.

Article 29
Profession Organization and Dues

The County recognizes and acknowledges that it is necessary for every employee, in order to practice law in the State of Nevada, to maintain his/her standing in the Nevada Bar Association and to obtain, on an annual basis, Nevada Continuing Legal Education (CLE) credits. The District Attorney and Public Defender shall pay for each employee's Nevada Bar Association dues/fees and for the cost of Nevada required CLE credits and fees. Additionally, the District Attorney will pay for National District Attorney's Association membership for Deputy District Attorneys.

Article 30
Defense Provided to Employees

The County will provide defense to employees working within the course and scope of their employment in accordance with the requirements of NRS 41.0338-41.0347.

Article 31
Copy of Contract

The County shall provide Association one (1) copy of Agreement and Association will be responsible for copying and dissemination of Agreement to its members.

Article 32
Association Use of County Buildings

The County recognize's the necessity of the Association to hold Association meetings. It is mutually agreed that, upon request to the County, the Association shall be permitted to meet in County Facilities or buildings, if available, under the following conditions:

- A. Any such meeting held in or on County facility or building shall be without cost to the Association.
- B. No such meeting shall be allowed to interfere with normal County activities.
- C. This provision is not a guarantee to the Association that County facilities or buildings will be available at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Association.


Article 33
Distribution of Compensation Due a Deceased Employee


If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include payment of accrued vacation leave, payment for accrued sick leave under the terms of this agreement shall be distributed pursuant to the requirements of NRS 281.155, so long, as a validly executed Last Will and Testament supersedes any statutory determination of beneficiary.

IN WITNESS WHEREOF, the County and the Association have caused this labor agreement to be duly executed by their authorized representatives this 16th day of March, 2009.

COUNTY OF ELKO
BOARD OF COMMISSIONERS

ELKO COUNTY
PUBLIC ATTORNEY'S
ASSOCIATION

BY: 
R. Jeff Williams, Chairman

BY: 
David A Buchler,
President

ATTEST:

BY: 
Carol Fosmo, County Clerk

**ELKO COUNTY PUBLIC ATTORNEY'S ASSOCIATION
 ARTICLE 11 - COMPENSATION
 SCHEDULE A
 SCHEDULE A IS FOR ILLUSTRATIVE PURPOSES ONLY AND ACTUAL SALARY AMOUNTS PAID TO
 INDIVIDUAL EMPLOYEES SUBJECT TO THE EXPRESS REQUIREMENTS OF Article 11
 CONTRACT PERIOD JULY 1, 2011 THROUGH JUNE 30, 2013**

Fiscal Year July 1, 2011 to June 30, 2012

	<u>Anniversary Date</u>	<u>Salary 30-Jun-11</u>	<u>PERS Reduction (0.01125)</u>	<u>Restore PERS Reduction</u>	<u>3% Step</u>	<u>Salary 30-Jun-12</u>	
Lowe	6/15/1992	94,987.53	93,918.92	94,987.53	2,849.63	95,481.00	Capped
Buchler	11/10/2008	67,530.53	66,770.81	67,530.53	2,025.92	69,556.45	
Thompson	1/2/2007	74,508.86	73,670.64	74,508.86	2,235.27	76,744.13	
Spencer	5/30/2006	77,488.96	76,617.21	77,488.96	2,324.67	79,813.63	
Mills	9/1/2010	63,654.00	62,937.89	63,654.00	1,909.62	65,563.62	
Ingram	1/10/2011	63,654.00	62,937.89	63,654.00	1,909.62	65,563.62	
Gearhart	10/20/2011	63,654.00	0.00	63,654.00	0.00	63,654.00	
Mierins	10/31/2007	71,643.14	70,837.15	71,643.14	2,149.29	73,792.43	
Kilpatrick	3/3/2008	71,643.01	70,837.03	71,643.01	2,149.29	73,792.30	
Foster	5/4/2009	67,530.53	66,770.81	67,530.53	2,025.92	69,556.45	

New hire range is \$63,654 to \$70,263 at entry.

Salary range tops out at \$95,481

-t- Step increases effective the first full pay period following the employee's anniversary date and is conditioned on a performance evaluation of standard or better for the previous year.

**ELKO COUNTY PUBLIC ATTORNEY'S ASSOCIATION
 ARTICLE 11 - COMPENSATION
 SCHEDULE A
 SCHEDULE A IS FOR ILLUSTRATIVE PURPOSES ONLY AND ACTUAL SALARY AMOUNTS PAID TO
 INDIVIDUAL EMPLOYEES SUBJECT TO THE EXPRESS REQUIREMENTS OF Article 11
 CONTRACT PERIOD JULY 1, 2011 THROUGH JUNE 30, 2013**

Beginning July 1, 2012 to June 30, 2013

	<u>Anniversary Date</u>	<u>Salary 30-Jun-12</u>	<u>Salary Increase (3%)</u>	<u>SUBTOTAL</u>	<u>3% Step</u>	<u>Salary 30-Jun-13</u>	
Lowe	6/15/1992	95,481.00	2,864.43	98,345.43	0.00	98,345.00	Capped
Buchler	11/10/2008	69,556.45	2,086.69	71,643.14	2,149.29	73,792.43	
Thompson	1/2/2007	76,744.13	2,302.32	79,046.45	2,371.39	81,417.84	
Spencer	5/30/2006	79,813.63	2,394.41	82,208.04	2,466.24	84,674.28	
Mills	9/1/2010	65,563.62	1,966.91	67,530.53	2,025.92	69,556.44	
Ingram	1/10/2011	65,563.62	1,966.91	67,530.53	2,025.92	69,556.44	
Newman	7/30/2012	63,654.00	1,909.62	65,563.62	0.00	65,563.62	
Mierins	10/31/2007	73,792.43	2,213.77	76,006.21	2,280.19	78,286.39	
Kilpatrick	3/3/2008	73,792.30	2,213.77	76,006.07	2,280.18	78,286.25	
Foster	5/4/2009	69,556.45	2,086.69	71,643.14	2,149.29	73,792.43	

New hire range is \$65,564 to \$76,710 at entry.

Salary range tops out at \$98,345

-t- Step increases effective the first full pay period following the employee's anniversary date and is conditioned on a performance evaluation of standard or better for the previous year.