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NO. 2004.178

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AGREEMENT

between

DOUGLAS COUNTY

and the

DOUGLAS COUNTY
EMPLOYEES' ASSOCIATION

JULY 1, 2004- JUNE 30, 2006

BARBARA REED
CLERK

[Signature]
DEPUTY

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2001-2004 Agreement

between

Douglas County

and the

Douglas County Employees' Association

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2004-2 006 Agreement

between

Douglas County

and the

Douglas County Employees' Association

ARTICLE 1. PARTIES

This agreement is entered into this 1st day of July, 2004, by and between the County of Douglas (hereinafter referred to as "County" or "Employer", and the Douglas County Employees' Association (hereinafter referred to as "Association").

ARTICLE 2. AUTHORIZED AGENTS

For the purpose of the official notification to the Parties under this agreement, the following agents have been designated:

A. Employer's principal authorized agent shall be:

County Manager
Douglas County
County Administrative Offices
Post Office Box 218
Minden, Nevada 89423

B. Association's principal authorized agent shall be:

President
Douglas County Employees Association
Post Office Box 1265
Minden, Nevada 89423

ARTICLE 3. RECOGNITION

The Employer recognizes the Association as the sole and exclusive collective bargaining agent for all regular employees of the Employer within those job classifications covered by this Agreement, who are presently employed and subsequently hired by the Employer at its location in Nevada. Except as provided in and subject to the provisions of NRS 288, listed classifications

shall not be added to, changed to another unit or deleted from this unit without prior written notification to and discussion with the Association.

ARTICLE 4. DEFINITIONS

A. Appointing Authority.

The Department Head, County Manager, or Board of County Commissioners having full authority to hire an employee for the County.

B. Day.

Calendar day unless otherwise stated.

C. Year.

Calendar year unless otherwise stated.

D. Year of Service.

Twenty-six (26) complete payroll periods of continuous service with the Employer. For the purpose of this provision, the following shall not be considered as breaks in service:

1. Authorized Military Leave for active service, providing that the person is reinstated within ninety (90) calendar days following honorable discharge from military service;
2. Authorized Military Leave for training duty not to exceed fifteen (15) working days in any one calendar year;
3. Authorized leave with pay deemed to be beneficial to the public service;
4. Authorized leave without pay for thirty (30) working days or less in any calendar year; and
5. Authorized leave without pay for more than thirty (30) days deemed beneficial to the public service by the Board of County Commissioners.

E. Regular Employee.

“Regular employee” means an employee who has been retained in his/her position on the completion of the probationary period.

ARTICLE 5. ASSOCIATION RIGHTS

A. Bulletin Boards.

The Employer will furnish bulletin board space where currently available. The Association may provide additional bulletin boards for placement in areas where employer-provided space is not available. Placement shall be decided by mutual agreement. Bulletin boards shall only be used for the following notices:

1. Scheduled Association meetings, agenda, and minutes.
2. Information on Association elections and the results.
3. Information regarding Association social, recreational, and related news bulletins.

4. Reports of official business of the Association, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not include the Employer or its relations with its employees. All notices to be posted must be dated and signed by an authorized representative of Association. Employer equipment, materials, supplies, or interdepartmental mail systems shall not be used for the preparation, reproduction, or distribution of notices except as specifically allowed below, nor shall such notices be prepared by employees during their regular work time.

B. Use of Employer Facilities.

Meeting room facilities of the Employer may be made available upon timely application for use by employees and the Association.

C. Interdepartmental Mail System.

Employer agrees to allow the Association limited lawful use of the Employer's interdepartmental mail system and County email system. Such use shall not include materials unsuitable for posting under Section A above, nor shall the mail system be used in violation of the recent U.S. Supreme court decision interpreting the postal law as they apply to employee organization usage of private mail systems. All use of the County email system is subject to the County internet and email policy, including the provision that no reasonable expectation of privacy for messages placed in the system exists and the Nevada public records law.

D. Use of Employer Copying Machines.

Employer agrees the Association may use copying machines providing the following conditions are met:

1. Association will reimburse Employer for cost of usage.
2. All copying will be done off Employee shift time.
3. No Association use of copying facilities shall interfere with use of such facilities for Employer business.

E. Association Representatives.

The Employer recognizes and agrees to deal with representatives of the Association on matters covered by this Agreement.

1. *Selection.* Selection of Association representatives is the responsibility of Association; provided, however, that the total number of Association representatives shall not exceed nine (9) employees, which shall include the Association President, and a maximum of one representative from a division for any paid release time.
2. *List of Representatives.* Association shall provide the Employer with a list of Association representatives and shall advise the Employer, in writing, of any changes as soon as practicable.

3. *Release Time.* Paid Release time for an employee Association representative shall be limited to:
 - a. attendance by the Association president or a designee at County Commission meetings which have a direct impact upon Association,
 - b. meetings with County management upon the request of either party, and
 - c. attending meetings with management as a representative in the grievance or disciplinary procedures.
 - d. The size of the respective bargaining teams shall be no more than five people and a chief negotiator. In addition, either party may, with prior notice, bring an additional member with special skills/information to a negotiation session.
4. *Authorization Required to Leave Work Site.* Prior authorization from his/her supervisor shall be received by the Association Representative before leaving his/her work site. Approval of request for authorized released time under this Article shall not be unreasonably withheld.
5. *Non-Employee Representatives.* Representatives of the Association or attorneys who are not employees shall have reasonable access to the Employer's facilities to participate in any meetings or hearings relating to grievances, arbitration, disciplinary matters, meetings with management relating to Association business, or for Association meetings or activities.

F. Dues Deductions.

The parties agree that the Employer will provide deduction to the Association on the following terms:

1. *Authorization.* The Employer shall deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on at least a monthly basis. Provided, however, no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any Association restrictions that require the employee to remain a member beyond the end of the calendar month if the employee's action to terminate such status.
2. *Amount of Dues.* The Association shall certify to the Employer in writing the current rate of membership dues. The Association will notify the Employer of any change in the rate of membership dues at least sixty (60) days prior to the effective date of such change.
3. *Indemnification.* The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suite and all other forms of liability which shall arise out of or by reason of action taken or not taken by the Employer at the request of the Association under the provisions of Section F of this Article or through the proper execution of this Section.

G. Bargaining Unit Information.

The Employer, upon request of the Association, will provide to the Association information on all bargaining unit eligible employees, to include: the employee's name, date of hire, classification and rate of pay. The Association will notify the county each year in January as to the frequency of the information requests.

ARTICLE 6. EMPLOYER RIGHTS AND RESPONSIBILITIES

The Employer retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement or NRS 288.150(3). Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Employer and not abridged here, include, but are not limited to, the following:

- A. To manage and direct its business and personnel;
- B. To manage, control, and determine the mission of its departments, building facilities, and operations;
- C. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
- D. To direct the work force; to increase or decrease the work force and determine the number of employees needed;
- E. To hire, transfer (except for disciplinary purposes), promote, and maintain the discipline and efficiency of its employees;
- F. To establish work standards, schedules of operation and reasonable work load, subject to safety considerations;
- G. To specify or assign work requirements and require overtime subject to safety considerations;
- H. To schedule working hours and shifts;
- I. To adopt rules of conduct;
- J. To determine the type and scope of work to be performed by its employees and the services to be provided;
- K. To classify positions;
- L. To establish initial salaries of new classifications;
- M. To determine the methods, processes, means, and places of providing services;
- N. To take whatever action to adjust to changing legal requirements; and
- O. To take whatever action necessary to prepare for and operate in an emergency.

ARTICLE 7. SALARIES AND PAY PRACTICES

A. Salaries and Pay for Performance.

SALARIES. The parties agree that over the next five years they will move towards a Pay for Performance plan. This transition will be achieved over the next two years with full implementation in Year 3 and full use in Years 4 and 5. The purpose of the Pay for

Performance plan is to recognize and reward employees who demonstrate motivation, performance above the standard scope of work, and efficiency, skill and initiative in their work, while also appropriately ranking employees who perform at or below the established level of performance for a particular position.

1. YEAR 1: Each employee's pay shall increase 3.00% within the pay range, and for any portion of that amount above the top of an employee's pay range the employee shall receive a lump sum payment. Pay adjustments shall be made in the first full pay period of July.
2. Within the first nine months of this agreement, the County, working with employee representatives, shall review and modify the employee performance evaluation system to be used in the implementation of the pay for performance plan.

YEAR 2: Each employee's pay shall increase 2.75% within the pay range, and for any portion of that amount above the top of an employee's pay range the employee shall receive a lump sum payment. Pay adjustments shall be made in the first full pay period of July.

YEAR 3: The Pay for Performance portion of the contract shall be in effect.

YEAR 4 and 5: The salary portion of this contract shall not be re-opened for negotiations in order to provide adequate time for the Pay for Performance portion of the contract to be fully implemented and used for a sufficient period of time to evaluate the effectiveness of the Pay for Performance program.

A market compensation survey shall be completed each year with any resulting changes in pay ranges to be implemented to be effective in the last full pay period in June.

The Annual Salary Survey results will be implemented in accordance with the County Compensation Policy.

PAY FOR PERFORMANCE.

YEAR 1: Based on the annual performance evaluation, employees are eligible for a merit increase under the present merit system in the form of a raise in pay of 0% to 5%, not to exceed the top of the pay range of the employee.

YEAR 2: Based on the annual performance evaluation, employees are eligible for a Pay for Performance increase in the form of a raise in pay of 0% to 7%, not to exceed the top of the pay range of the employee. Employees who receive a performance rating of exceeds (5%), superior (6%), or outstanding (7%) and who are at the top of their pay range or would exceed the top of their pay range with the implementation of the Pay for Performance increase, shall be eligible for a lump sum payment of up to 1.5% of their base pay. The lump sum payment shall not exceed the amount of the Pay for

Performance increase would have provided if the employee were not at the top of the range. The maximum lump sum bonus is limited to 0.5% for a performance evaluation of exceeds 1% for superior, and 1.5% for outstanding.

The Pay for Performance Plan as described above will continue for the life of this agreement.

B. Standby Pay.

1. Standby duty is defined as that circumstance which requires the employee so assigned to:
 - a. Be ready to respond in a reasonable time to calls for his/her service;
 - b. Be readily available at all hours by telephone, or other communication devices; and
 - c. Refrain from activities which might impair his/her performance of assigned duties upon call.
2. Standby duty shall be assigned in writing. Effective the first full pay period following implementation of this agreement, standby pay will be \$2.25 per hour, and will be \$2.50 per hour beginning on July 1, 2005.
3. An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.

C. Working Above Classification.

Except for training purposes, when an employee is assigned in writing on a temporary basis to perform the full range of duties of a higher classification for more than ten (10) consecutive working days, the employee shall receive three percent (3%) above his/her normal base hourly pay for all hours worked retroactively to the beginning of the qualifying assignment. Temporary assignments to a designated supervisory position meeting all of the above requirements shall receive a six percent (6%) increase for all hours worked continuously after the qualifying period. When such an assignment is made the supervisor shall confirm the dates and length of the assignment to the employee in writing.

D. Merit and Pay for Performance Increases.

1. Bargaining unit employees shall be eligible for merit increases in Year One and Pay for Performance increases in Years Two through Five on the employee's anniversary date in accordance with the provisions of Article 7(A).
2. An evaluation of the Pay for Performance system will be conducted within one year from the date of implementation. the results of the evaluation will be shared with the Association. The evaluation will, at a minimum, examine the total number of Pay for Performance increases given, the number of Pay for Performance increases falling within each category, the number of employees eligible to receive a full Pay for performance increase, and the distribution of the level of merits by department.

3. An employee who has received a Pay for Performance evaluation that has a decrease of two or more levels from the previous Pay for Performance evaluation and contends that the evaluation does not contain adequate written information to support the decrease or that the employee did not receive notice during the evaluation period that the employee was not performing at an expected level may request a review of the evaluation. The employee must submit a request for review to the Human Resources manager within fourteen (14) days of receiving the evaluation. The employee must provide written information supporting the employee's position with the request for review. The department head, elected official, and the Human Resources Manager and County Manager will review the evaluation, the information provided by the employee, and any additional information provided by the evaluating supervisor. The employee's information must show that the evaluation rating was baseless or without supporting evidence. A non-binding recommendation will be made to the evaluating supervisor which may include recommending no change, an increase, or a decrease in the Pay for Performance level. This process will also be used if a department head or elected official completes the evaluation.

E. Outstanding Performance Pay.

The Employer retains the right to develop and implement a plan to reward employees who exhibit truly exceptional or outstanding performance over a specific period of time as determined by the Employer. Prior to implementation of such a plan, the Association and the County agree to meet and negotiate an amount(s) to be attached to such meritorious levels of work.

F. Communications Trainer.

The hiring Department may designate qualified individuals as Communications Trainer (CT). Upon assignment to train an individual or group, the CT shall receive beginning on July 1, 2004 an additional \$1.30 per hour for each hour actually spent in one of those capacities, and beginning on January 1, 2005 an additional \$1.50 per hour. The Department Head or his/her designee shall have full discretion to make such assignment or remove someone from such assignment. Removal from such assignment in and of itself shall not be considered a disciplinary action.

G. Shift Differential.

For actually working any assigned shift in a department having a 24 hour operation at least half of which includes the hours between 2400-800 hours, an eligible unit employee will receive shift differential pay. To qualify, the employee must work at least one-half of the qualifying shift. The Department Head shall have full discretion to make or not make such assignment or to remove an employee from such assignment. The differential for the entire contract shall be as follows:

July 1, 2004:	Increase to \$5.25
July 1, 2005:	Increase to \$6.00

ARTICLE 8. MEDICAL AND DENTAL INSURANCE

A. Cafeteria Plan

1. The County will continue to maintain a cafeteria benefit package. A cafeteria plan recognizes that staff have diverse needs, and allows employees to choose benefits based on their individual needs.
2. The County will provide eligible employees with core medical, dental, vision and life insurance individual coverage, and a specific dollar amount, which will vary dependent upon whether the employee has individual coverage or family coverage.
3. Employees may use remaining funds or salary deductions toward benefits on the cafeteria menu
4. The core medical package may be optional for employees that can provide acceptable proof of similar coverage through another source. Approval for waiver of core medical package shall be at the County's sole discretion. If an employee waives the core package, the employee shall receive a fixed dollar amount per month in lieu of coverage, which they may use for items on the cafeteria menu after purchase of mandatory dental/vision/life insurance coverage.

B. District Fund Contribution Toward Health Benefit Package

The core medical package must be purchased unless waived pursuant to A(4) above. If waived, the employee shall receive the monthly contribution set forth in D below. If the lowest cost employee only core medical/RX plan exceeds \$515 /month effective 01/01/05, the County will provide the employee additional funds to cover the employee only premium cost for that plan.

Effective 01/01/05
Employee Only
\$515

Employee with dep. Coverage
\$735

C. Monthly Contribution in Lieu of Core Medical Package

Core dental, vision and life insurance must be purchased with monthly contribution.

Effective 01/01/05
\$285

D. Employee Only Premium Increase

If the increase in employee only coverage in Year Two of this contract is 15-25%, the increased amount for employee only coverage will be paid by the County. If the increase in employee only coverage in Year Two is more than 25%, the parties may reopen Article 8(C) to discuss the increase above 25% for employee only coverage. The parties agree that although they may discuss dependent coverage if there is a reopening, dependent coverage will not be subject to any increased County premium contribution.

E. A representative from DCEA will serve as a member of the County Benefits Committee.

ARTICLE 9. HOURS

A. Work Hours.

Except in emergencies, the work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch hour. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Alternate work schedules may be adopted by individual Department Heads with approval of the County Manager after prior discussion with the Association, if requested. For purposes of safety, an employee working overtime may be allowed to adjust their work schedule for the remainder of any scheduled shift.

B. Rest Periods.

Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half work shift of four hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used in supplement meal breaks, arrive at work late or leave work early. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

C. Call Back Defined.

Callback means compensation earned for returning to duty after an employee has completed a regular shift, if off duty for any period of time, and is requested to return to duty at a work site with less than twelve (12) hours notice.

D. Call Back Minimum.

When it is necessary to call-back any employee, the employee shall be paid on an overtime basis for a minimum of two (2) hours, even if the employee actually worked less than two (2) hours. If a call-back exceeds two (2) hours, the employee shall be paid for the time actually worked. It is further presumed that there will be no overlapping of premiums in that if an employee works less than two (2) hours on the initial call-back and then is called back on a second time during the initial two hour period, he/she will not be entitled to additional overtime pay unless the total time worked for both call-backs exceeds two (2) hours. In such cases, the employee shall be paid for the total hours worked.

ARTICLE 10. OVERTIME

A. Defined.

Overtime is that time actually worked as authorized and directed by management which exceeds forty (40) hours in the work week. For purposes of this Article, Holidays, Annual Leave, and Compensatory Time Off (CTO) taken by an employee shall be considered as time actually worked.

B. Overtime Compensation.

Employees who have worked overtime during a pay period shall receive compensation at the rate of one and one-half (1½) times the normal base hourly rate (or hours worked if CTO).

C. Budgetary Constraints.

Nothing in this Article shall prohibit or limit a department's ability to schedule or reschedule an employee's work hours in order to operate within the confines of budgetary constraints. No change shall be made for the sole reason of avoiding the County's obligations under the Fair Labor Standards Act.

D. Compliance with FLSA.

For such time as the FLSA (Fair Labor Standards Act) applies to members of this unit, management may take such action as necessary in order to fully comply with the law and any implementing regulations; however, in taking this action, the Association will be given timely notice of the proposed changes and consulted regarding the changes. Such compliance may be accomplished without further negotiations with the Association.

E. Compensation Time Off (CTO).

1. *Accumulation.* In lieu of overtime pay, and if offered by management, an employee may elect to receive compensating time off (CTO) at the rate of time and one-half for such overtime hours worked. A maximum of sixty four (64) hours may be banked at any one time beginning July 1, 2001 and seventy two (72) hours beginning July 1, 2003.
2. *Use of CTO.* An employee may use CTO by requesting such time off and having it approved in advance. A department may require an employee to utilize any CTO bank before granting the use of annual leave.
3. *Pay off of CTO Bank.* The County may pay off all or part of an employee's CTO bank at any time at the employee's current straight time rate of pay.

ARTICLE 11. LEGAL HOLIDAYS

A. Defined.

New Years Day, Dr. Martin Luther King, Jr. Birthday, Nevada Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be paid holidays for County employees. However, if New Years, Christmas, July 4th, or Veteran's Day fall on a Saturday/Sunday, the preceding/following weekday will be considered a holiday.

In addition to the above paid holidays, any other day applicable to Douglas County employees that may be appointed by the President of the United States, the Governor of Nevada or the Board of County Commissioners, shall be a paid holiday for County employees.

B. Holiday on Leave.

If a holiday falls during an employee's leave it shall not be charged as leave.

C. Holiday on Scheduled Day Off.

Should a holiday fall on an employee's regularly scheduled day off, at the appointing authority's discretion, the employee will be compensated either by receiving 1) an additional maximum of eight (8) hours pay at their straight time rate; or 2) an additional day off with pay during the week of the holiday. Holiday pay will be prorated for part-time employees. In work weeks containing a holiday, employees scheduled to work four day-ten hour shifts per work week or other scheduled shifts will only receive eight hours of holiday pay. Work schedules shall be modified by mutual agreement with the employee and department heads or elected official to allow for completion of a forty hour work week.

D. Holiday Worked.

Should an employee be required to work his/her regularly scheduled hours on a holiday, in lieu of holiday pay the employee will be compensated for actual hours worked at their straight time rate. Additionally, the employee will be compensated for actual hours worked at their overtime rate.

ARTICLE 12. ANNUAL LEAVE

A. Accrual.

All unit employees who are employed on a continuous full-time basis shall accrue annual leave credits on the basis of the appropriate schedule below. Part-time employees (29 30 hours - 39 hours per week) shall earn annual leave on a prorated basis based on the number of hours worked in the pay period.

Only regular hours paid shall affect annual leave accrual.

CONTINUOUS SERVICES	HOURS EARNED/ HOURS PAID	MAXIMUM HOURS/YEAR
1 st through 4 th years	.0385	80
5 th through 9 th years	.0577	120
10 th through 14 th years	.0692	144
15 th year and after	.0769	160

B. Accrual During Probation.

Each employee shall accrue annual leave during his/her probationary period but shall not be granted annual leave during said period until the employee has been employed continuously for at least six months.

C. Payment on Separation.

Employees who have completed at least six months of continuous service and leave the County service shall be paid for accrued annual leave.

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D. Payment on Death.

If an employee dies who was entitled to accumulated annual leave under the provisions of this Article, the heirs of such deceased employee shall be paid an amount of money equal to the number of hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.

E. Carry-over of Annual Leave to Following Year.

A total of no more than one hundred eighty (180) hours annual leave may be carried into the subsequent calendar year. All annual leave in excess of one hundred eighty (180) hours not taken by December 31, will be forfeited at the end of the last biweekly pay period which includes the end of the calendar year. A ninety (90) day extension of up to an additional eighty (80) hours maximum may be granted by the County Manager solely for reasons of County convenience.

F. Approval for Use of Annual Leave.

All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor. No request shall be unreasonably denied. Should an employee submit a request more than thirty (30) days prior to requested Annual Leave exceeding five (5) consecutive days, the employee shall be notified within five (5) working days of the approval or denial of the request. Should no action be taken on the request for Annual Leave by the employee's supervisor, the employee may submit the request to the elected official of the department or the Department Head. If a Department Head, other than an elected official, is the employee's supervisor, the request may be submitted to the County Manager.

ARTICLE 13. SICK LEAVE

A. Entitlement.

All unit employees who are employed on a continuous full-time basis shall be credited with sick leave according to the schedule below.

B. Sick Leave Accrual.

Eligible employees shall accrue sick leave at the rate of .0423 hours for each hour paid up to a maximum of 88 hours per year. Only regular hours paid shall affect sick leave accrual.

C. Maximum Accrual.

A total of no more than seven hundred twenty (720) hours of regular sick leave may be credited to an employee. Employees who have 720 hours of sick leave accrued as of January 1 of each calendar year will accrue an additional 88 hours during the calendar year, which may be used when accrued during the calendar year. Any unused hours will be removed as of December 31 of the calendar year.

D. Authorization of Usage.

Employees are entitled to use sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental treatment, or in the event of an illness, per the FMLA policy, or death in the immediate family. Sick leave used for bereavement shall not exceed thirty two hours per incident, except as approved in advance by the County Manager or appropriate elected official. Other types of leave for bereavement may also be approved in advance by the County manager or appropriate elected official. Such use for bereavement is limited to relatives listed in the section below. Up to sixteen hours of accrued sick leave may be used each fiscal year for family medical/dental preventive care appointments.

1. *Family Defined.* Immediate family is defined as parents, legal guardian, children, stepchildren or foster children of the employee, brothers, sisters, grandparents, and grandchildren of the employee or the employee's spouse. In the case of any other relative of the employee, the applicable appointing authority may authorize such sick leave and shall so notify the Human Resources Manager in writing.
2. *Evidence of Authorized Usage.* The appointing authority shall approve sick leave only after having ascertained that the absence was for an authorized reason, and the employee may be required to provide substantiating evidence.

E. Certificate of Illness.

Physician certificates or an examination by a physician selected by the County may be required by the employer when there is absence in excess of five (5) consecutive days or whenever there is reason to believe that sick leave is being abused or the absence is questionable. In the event of family medical leave, the employee will complete the appropriate authorization forms supplied by the Human Resources office in accordance with County policy. If an employee becomes ill or injured during a vacation request of 3 or more consecutive workdays, the time will be recorded as sick leave only if substantiated by a physician's written certification.

F. Reporting Requirements.

Employees are expected to report any absence and the reason therefore to his/her supervisor within two hours after the employee's normal work shift commences. Failure to do so may cause the absence to be deemed unexcused, unpaid, or subject to discipline. If the employee's supervisor is unavailable, the employee should notify his/her respective department regarding the absence.

G. Family Medical Leave Act.

Family medical leave for employees shall be governed by the provisions of the federal Family Leave Act. Nothing in this section is intended to extend to County employees rights or benefits not extended in that law. General conditions are as follows:

1. Employees who have one year (52 weeks) of service and have worked at least 1250 hours in the past year, are eligible to take up to 12 weeks leave during a 12 month

period as defined in County policy for family or medical leave per the FMLA. Family members are those persons who are so defined in the FMLA. Each time an employee takes FMLA leave, the County will compute the amount of such leave the employee has taken under the FMLA policy and deduct it from the 12 work-weeks of available leave.

2. The employee must provide reasonable advance notice if the need for the leave is foreseeable. The Department Head shall not deny leave to any eligible employee who requests family or medical leave pursuant to the provisions of the FMLA. The employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA.

3. The employee shall exhaust accrued sick leave and all accrued vacation leave up to a balance of 80 hours when on a FMLA leave.

4. The County shall maintain coverage under any 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. An employee on leave without pay will be expected to make prompt monthly payments to the County for dependent coverage and elected benefits per county policy, and the failure of the employee to make the payment shall result in cancellation of the coverage. While on paid leave, the County will continue to make payroll deductions to collect the employee's regular share of any premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The County shall only maintain such group health plan coverage for such employee for up to 12 weeks per county policy.

H. Sick Leave Payoff.

Employees with 10 years of service will be compensated at the rate of 40% of the normal hourly rate for all hours of accrued sick leave upon termination from the employment of the County. An additional 1% in compensation shall be paid upon termination of employment for each year of service over ten years to a maximum of 50%. No employee shall be entitled to receive the compensation provided for by this section for accrued sick leave until he/she has served a minimum of ten years in County employment.

At the employee's option, instead of being compensated for sick leave, the County, with approval of PERS will convert compensable sick leave to PERS retirement credits.

I. Catastrophic Leave Policy.

Employees will be eligible for Catastrophic Leave in accordance with County policy.

J. Sick Leave Buyback.

Association employees shall have the option to participate in the County's annual sick leave buyback program. If any such employee has in excess of 300 hours accrued as of the first paycheck issued in November of each calendar year, the employee shall have the option to cash in up to a maximum of 16 hours less any sick leave hours used during the year (e.g., 16 hours less 8 hours of used sick leave equals 8 hours eligible for buyback).

ARTICLE 14. INJURY ON DUTY LEAVE

A. Injury on Duty.

Any unit employee who suffers an injury while working during the course of employment for the Employer shall be entitled to injury leave until said employee is able to return to work or is terminated in any manner and subject to any limitations imposed by this Article or State Law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial members. Any injury sustained by the an employee while engaging in an athletic or social event sponsored by the Employer shall be deemed not to have arisen out of or in the course of employment unless the employee received compensation for hours worked from the County for participating in such event. For purposes of this Article, coronary thrombosis, coronary occlusion, or any other ailment or disorder of the heart, and any death or disability ensuing therefrom, shall not be deemed to be an injury by accident sustained arising out of and in the course of the employment. When an employee is eligible at the same time for benefits under applicable workers' compensation chapters of the Nevada Revised Statutes and for sick leave or injury leave benefit, the amount of sick leave or injury leave benefit paid to said employee shall not exceed the difference between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses applicable requirements of the Nevada Revised Statutes for that pay period. Any usage of such leave shall be deducted from the employee's sick leave balance.

B. Rights Protected.

Nothing in this Article shall abrogate an employee's or employer's rights under the industrial injury provisions of State Law.

C. Light/Modified Duty Assignments.

Employees who have been on authorized injury leave due to work-related injury under applicable workers' compensation law, shall upon written release from his/her doctor and upon presentation of said release to the County return to work in a light duty assignment if one is available. Any assignments to light duty shall be in conformance with limitations imposed by the employee's doctor and no employee shall be assigned light duty tasks that would predictably prolong the rehabilitative process or otherwise increase the risk of further injury.

ARTICLE 15. LEAVES OF ABSENCE.

A. Leaves of Absence Without Pay.

1. *Eligibility.* Leave without pay may be granted only to an employee who desires to return therefrom to the Employer's service.
2. *Short-term Leave.* Leave without pay of less than thirty (30) days may be granted for the good of the public service by the appointing authority. When such leave is granted, the appointing authority shall notify the Human Resources Manager.

3. *Long-term Leave.* For a period of thirty (30) days or more leave without pay may be granted by the County Commissioners. The employees shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave for a period not to exceed twenty-six (26) consecutive pay periods.

4. *Family Medical Leave.* A family and/or medical leave of absence provides up to a total of 12 work-weeks of leave during a 12 month period as defined in County policy due to the birth of a child and the care of such child, the adoption/foster placement of a child and the care of such child, the need to care for a family member with a serious health condition, or the employee's own serious health condition which makes the employee unable to do his or her job. If the employee has exhausted all accrued sick leave, and vacation leave up to a balance of 80 hours, he/she will be placed on a leave of absence without pay in accordance with the provisions in Article 13, Section G and County policy.

5. *Elected Benefits.* Arrangements regarding employee's payment of dependent medical/dental insurance premiums and/or to her voluntary deductions, if continuity is desired, must be made with the Human Resources department prior to starting unpaid leave of absence. The failure of the employee to make the payment shall result in cancellation of the coverage.

B. Leave of Absence With Pay.

Leave with pay for an appropriate period may be granted by:

1. The County Commissioners upon written petition by an employee; or
2. The appointing authority under the following conditions:
 - a. When an employee serves on a jury or as a witness in court, provided the jury and witness fees earned on an employee's regular workday are reimbursed to the Employer.
 - b. When it is impractical for a registered voter to vote before or after the employee's normal working hours.
 - c. When an employee acts as a volunteer fireman or similar service for protection of life or property.
 - d. For authorized military training duties which comply with the provisions of the Nevada Revised Statutes.

C. Other Leaves.

All other leaves for which bargaining unit employees are eligible under the provisions of the County Personnel Code and Regulations.

ARTICLE 16. GRIEVANCE PROCEDURE

A. Definitions.

1. *Grievance.* A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of Employer Rights and Responsibilities (Article 6) shall not be grievable.

2. *Grievant.* A grievant is an employee or group of employees in the unit who file a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.

3. *Day.* For the purpose of this Article "Day" shall mean a calendar day.

B. Process.

1. *Informal Resolution.* Within fourteen (14) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have seven (7) days to give an answer to the employee

2. *Formal Levels.*

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within seven (7) days of receipt of the answer file a formal written grievance with his/her supervision on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The supervisor (or designee) shall, within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from his/her supervisor, the grievant may within seven (7) days from the receipt of the answer, file a written appeal to the Department Head. Within fourteen (14) days of receipt of the written appeal, the Department Head or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, give written answer to the grievant. Both parties may agree to waive Level 2 and proceed to Level 3.

Level 3: If the grievant is not satisfied with the written answer of the Department Head, the grievant may, within seven (7) days from the receipt of the answer, file a written appeal to the County Manager. Within fourteen (14) days of receipt of the written appeal, the County Manager or his/her designee shall investigate the grievance which shall include a meeting with the concerned parties. A written answer to the grievant/appellant shall be provided within fourteen (14) days of the meeting, the answer shall be final and binding unless the grievant/appellant through the Association notifies the County Manager of his/her intention to appeal to the External Hearing Officer (EHO) by filing a Notice of Intent to Arbitrate with the Human Resources Manager within fourteen (14) days of receipt of the answer. Appeals of any disciplinary suspension which, when combined with previous disciplinary suspension(s) during the same calendar year total fewer than forty (40) working hours shall not be eligible for appeal to the External Hearing Officer.

C. General Provisions.

1. If a grievant/appellant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.

2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by certified mail or personal service.
6. If the grievant is not represented by a representative of the Association, the Association shall be notified of the intended settlement of any Formal Level grievance prior to the settlement being finalized for the purpose of allowing Association input into its terms. If the Association does not provide a written response within seven (7) days after notification, such opportunity to respond shall be considered waived and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the Employer's representative shall give full consideration to the Association's input prior to the settlement of the grievance. If on the basis of the Association's input, the grievant/appellant desires to exercise the further remaining avenues of appeal, such appeal shall be considered timely if filed within seven (7) days of the date of a meeting between the Employer, Association and the grievant/appellant during which the Association's reservations regarding the settlement were fully stated.

ARTICLE 17. EXTERNAL HEARING OFFICER

A. Designation.

The External Hearing Officer (EHO) shall be designated by the parties requesting a list of qualified arbitrators maintained by the State Bar of Nevada or a list of retired Nevada judges. The parties shall strike names from the list until a final name remains.

B. Costs.

The fees and expenses of obtaining and employing the External Hearing Officer and of a court reporter, if used, shall be shared equally by the Association and the Employer. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.

C. Timely Hearings and Decisions.

The External Hearing Officer shall set the matter for hearing in a timely manner. The EHO's decision shall be rendered within thirty (30) days from the date of hearing and shall include his/her findings of facts on the issue(s) submitted.

D. Effect of Decision.

Decisions of an External Hearing Officer on grievances properly before him/her shall be all advisory to the County Board of Commissioners. The Board shall make the final decision which in its discretion it deems proper after review of the hearing officer's report or conducting further investigation as it sees fit. If the Board has taken no action after having been in receipt of the EHO's decision for thirty (30) days, the decision of the

EHO shall become final. Decisions of the External Hearing Officer on disciplinary appeals properly before him/her shall be binding on both parties.

E. Authority of EHO.

No External Hearing Officer shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in this represented unit unless 1) such dispute falls within the definition of a grievance as set forth in Section A. 1. of Article 16 Grievance Procedure, or 2) unless such dispute involves disciplinary suspension(s) within the same calendar year exceed forty (40) working hours, demotion, or discharge as set forth in Article 19, Employee Disciplinary Procedures, and has been processed in accordance with all provisions thereof and herein.

F. Matters Subject to EHO Procedure.

Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be grievable nor submitted to an External Hearing Officer and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of Employer Rights shall be submitted to this procedure.

G. Rules of Evidence.

Strict rules of evidence shall not apply. However, rules of evidence and procedures for conduct of hearings shall be guided by the standards in the American Arbitration Association's voluntary arbitration rules or the Nevada Administrative Procedure Act, NRS 233B.

ARTICLE 18. EMPLOYEE DISCIPLINARY PROCEDURES

A. Basis for Disciplinary Action.

The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action shall be for just cause and may, in addition to the causes set forth in the Personnel Ordinance and Policies, be based upon any of the following grounds: failure to fully perform required duties, disability, insubordination, failure to comply with or abuse of Employer policies or rules, unexcused absences, misuse or abuse of Employer property or equipment, substandard job performance, commission of a felony or other crime involving moral turpitude, and commission of other acts which are incompatible with service to the public.

B. Types of Discipline.

The following procedure shall apply when, in the judgment of the employee's supervisor, an employee has committed an act or omission which justifies a written reprimand, demotion, discharge or suspension without pay. Disciplinary action shall normally progress from the least to the most severe. However, nothing herein shall require such progression in cases where more severe disciplinary action is appropriate.

C. Notice of Proposed Disciplinary Action for Demotions, Suspensions and Discharges.

A management representative shall be designated by the Department Head. The management representative shall advise the employee in writing of the proposed action. The written statement shall contain:

1. A description of the events which necessitated the proposed demotion, suspension or discharge;
2. A statement of the charges and the date of the proposed action;
3. Notification that the employee may review or make copies of available materials leading to the demotion, suspension or discharge;
4. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action no later than the seventh (7) calendar day following receipt of the notice. Under extenuating circumstances and by mutual written agreement (if possible), the time limit may be extended.
5. Notice that if no response is received by the designated management representative from the Employee and/or his /her representative within the time period allowed, the County may impose the discipline as proposed and the employee waives all rights to appeal, and
6. Notice that the employee has a right to be represented by the Association.
7. Notice that if the proposed disciplinary action is a suspension or termination of employment the employee may be placed on unpaid administrative leave pending the employee's response.

D. Employee's Response.

An employee's opportunity to respond to the designated management representative although essential to the process is not intended to be an adversary hearing. However, the employee may:

1. Present witnesses in support of his/her opposition to the proposed demotion, suspension, or discharge; and
2. Be accompanied and represented by a person of his/her choice during this procedure.

The limited nature of this response does not preclude management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.

Nothing shall prevent the County from instituting the proposed discipline prior to the date of the meeting contemplated in C.4. If the discipline is overturned or reduced, the employee shall be made whole for any unpaid administrative leave time lost during the response period, and any unpaid administrative leave served before the response hearing will be applied to an upheld or an unappealed suspension period.

E. Employer Action.

Following his/her review of a proposed disciplinary action, the designated management representative shall issue a signed statement indicating his/her decision based on the employee's response.

1. If the proposed action is to be implemented, the specific charges against the employee and the effective date of the action will also be included.
2. Such statement shall be mailed by certified mail or be personally delivered to the employee no later than seven (7) days after the meeting with the employee or receipt his/her response, whichever is later.
3. This statement shall clearly inform the employee that the employee has the right to request an appeal hearing, if a request for such hearing is made in writing within seven (7) days after receipt of this notice.

F. Appeal Procedure.

The appeal procedure described herein shall apply to cases of demotion, discharge and suspension without pay.

1. If, within the seven-day appeal period, the employee does not file said appeal, the action of the management representative shall be considered conclusive.
2. If, within the seven-day appeal period, the employee files such notice of appeal with the County Manager (with copy to the Human Resources Manager), the matter shall be referred to Level 3 of the Grievance Procedure.

G. Appeals from Written Reprimand.

An employee who receives a written reprimand shall be afforded the right to have his/her written response attached to the reprimand and placed into his/her personnel file. Such response must be submitted before the end of the fourteenth (14th) day following receipt of the reprimand by the employee. This shall be the only avenue of appeal for a written reprimand.

ARTICLE 19. REDUCTION IN FORCE

A. Procedure.

If, due to lack of funds, lack of work, enhanced efficiency, or curtailment of operations it is necessary to reduce the Employer's work force, the appointing authority will determine the classifications and number of employees to be reduced. Layoffs within a classification will proceed in ascending order of seniority within the department, provided that the remaining employee(s) within that classification have demonstrated the ability to effectively perform the required work. Ability shall be determined based on the affected employee's most recent performance evaluations. For layoff purposes, seniority shall first be based on the amount of continuous service within all operations of County government. If seniority is equal, the employees to be laid off shall be determined by "past performance." No regular full-time employee shall be laid off or demoted while there are temporary or probationary employees serving in the same classification in the County, provided they are fully qualified to do the remaining work required to be performed as determined by the County.

B. Notice.

All regular employees due to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

C. Demotion In-lieu of Layoff.

In lieu of being laid off, an employee may elect demotion to any class of a lower maximum salary within the same class series of such demotion is deemed feasible by the Employer. An employee who elects demotion in lieu of layoff shall be reinstated to his/her former class once the former position becomes available, provided, however, the employees would be next hired according to reverse order of layoff. Such commitment shall extend for twelve (12) months beyond the date of demotion.

D. Reemployment.

The names of regular employees laid off shall be placed on the reemployment list within the department which laid off the employee for the class or position involved in reverse order of termination. Such commitment shall extend for twelve (12) months beyond the date of layoff.

E. Restoration of Benefits.

Employees who are reemployed within twelve (12) months after they are laid off will be entitled to reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff. Such employees shall resume the accumulation of continuous service credit and retain all previously accrued seniority rights, losing only such time as they were in the laid off status.

ARTICLE 20. CLASSIFICATIONS AND EMPLOYEE STATUS

A. New and Changed Classifications.

The Employer shall notify the Association, in writing, of any proposed new or changed job title classifications. Within seven (7) days after receiving notification, the Association may request a meeting to discuss the changes with the Employer. Such meeting shall be scheduled within the following fourteen (14) days and all actions related to the discussions completed within thirty (30) days following original notice from the Employer.

B. Reclassification Request.

When there has been a change in the duties and/or responsibilities of a position, the affected employee may, at any time, request in writing a job audit through his/her Department Head. The employee must be notified of any action to be taken by the Employer, including the job audit, within a reasonable period time not to exceed sixty (60) days of the employee's request.

C. Transfers.

When an employee is transferred to another position in the same or related class at the same grade level, the employee shall continue at his/her current rate of pay.

D. Promotions.

When an employee is promoted to a position in a higher pay grade, the employee shall be placed at the minimum of the new range. In the event that the rate of pay does not provide a salary increase of 5% or more, the employee shall receive a promotional pay increase of 5%. Any new pay rate, upon promotion, shall not exceed the maximum rate of the new pay range per county policy. Should the promotion occur concurrently with the employee's eligibility for a merit salary increase, the merit salary increase should be included in the base salary before promotion. Special salary adjustments should not be included in the base rate.

E. Demotions.

An employee reassigned by management to a position in a lower classification regardless of the reason (disciplinary, voluntary, in lieu of layoff, for reasons of disability or incapacity, etc.) will receive a salary reduction commensurate with the specific job duties as determined by the employer. An employee reassigned to a position in a lower classification because of a reorganization will receive a salary reduction of no more than 15% from the employee's current salary at the time the reorganization is implemented. The anniversary date for future salary increase consideration changes shall be the date of demotion in accordance with County policy for demotions other than those that are voluntary or due to a reorganization.

F. Reclassifications.

If a reclassification results in an employee's position being downgraded within the compensation plan, and the employee's current pay rate is within the new, lower salary range, there will be no change in pay. If his/her pay rate is higher than the new salary range maximum, his/her salary will be reduced accordingly, to an amount not to exceed the top pay rate of the new salary range, no pay increase will be granted as long as his/her salary falls within the new range. If the employee's salary is currently below the minimum of the new range, the employee's salary will be increased to meet the minimum rate in accordance with County policy.

G. Probationary Period.

1. *Initial Probation.* Upon initial appointment all unit employees shall serve the equivalent of twenty-six complete biweekly pay periods of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.
2. *Promotional Probation.* Upon promotion to a classification with a higher salary schedule, a unit employee shall serve the standard twenty six (26) complete biweekly pay periods of full-time service as a probationary period, unless the appointing authority or elected official specifically reduces the probationary period to thirteen (13) complete biweekly pay periods. If an employee voluntarily demotes before the end of the seventy

(7th) pay period of his/her qualifying period to the position and salary previously held, the employee may return without penalty.

- a. *Employees who had regular status in previous position.* An employee who fails to pass probation but who had status as a regular non-probationary employee in a previous classification shall have a right to return to a position in that classification if available. Such removal from the higher classification shall be without cause or right of appeal.
- b. *Employees who do not have regular status in a previous position.* An employee who fails to pass probation and has no regular employment status in another classification in the County, shall be dismissed from employment without cause or right of appeal. An employee who has not successfully completed an initial probationary period in his/her previous classification shall not have a right to return to that previous classification.

ARTICLE 21. EFFECTS OF SUBCONTRACTING

A. Notification.

Employer agrees to notify Association prior to subcontracting work currently performed by unit members which subcontracting will cause the layoff of those unit employees. Upon written request from the Association, the Employer agrees to meet and negotiate the impact and effects of such planned subcontracting on the affected unit members.

ARTICLE 22. LABOR MANAGEMENT COMMITTEE

A. Representatives and Function.

A committee of two (2) representatives of the Employer and two (2) representatives of the Association shall meet upon the request of either party. The meetings will be held at mutually agreed times and places and shall before the purpose of:

1. Discussing the administration of this Agreement;
2. Exchange of general information of interest to both parties;
3. Giving the Association representatives the opportunity to share the views of their members and/or make suggestions on subject of interest to their members;
4. Improving County services;
5. Increasing efficiency and effectiveness of County operations; and
6. Pay for Performance System.
7. County Uniform Policy.
8. Tuition Reimbursement Policy.

B. Notice of Issues.

Any issues to be discussed shall be advanced by the requesting party to the other at least seventy-two (72) hours prior to the scheduled meeting.

C. Recommendations.

Any conclusions or mutual recommendations of this Committee shall be reduced to writing.

D. Advisory Function.

The Labor Management Committee shall be advisory only and shall not engage in collective bargaining or reach any agreements to amend the contract.

E. Chairperson.

The initial Chairperson shall be an Association representative and thereafter the Chair shall rotate at six-month intervals between the two sides.

F. Attendance by Other Persons.

Additional persons may attend the Labor-Management meetings at the request of either party to present information to the committee members.

ARTICLE 23. UNIFORM ALLOWANCE

A. Uniforms.

Association personnel required to wear uniforms shall be provided with those uniforms by the County. The County will also provide cleaning services on a schedule determined by the department. County agrees to meet and confer with the Association prior to implementing changes to the County Uniform Policy.

B. Safety Footwear.

Where steel-toed or safety footwear is required for County duty, the County will provide a footwear allowance of up to one hundred dollars (\$100.00) every two years based upon receipts or other documentation to reimburse the employee for the difference in price between steel-toed equipped footwear and similar acceptable footwear without steel toe protection. The Department Head shall identify the positions which are eligible for the allowance. Footwear purchased under this section must comply with applicable safety standards established by the County in conformity with OSHA standards.

ARTICLE 24. TUITION REIMBURSEMENT

Tuition reimbursement shall be in accordance with County policy. County agrees to meet and confer with the Association prior to implementing changes to the County Tuition Reimbursement Policy.

ARTICLE 25. PEACEFUL PERFORMANCE

- A.** The parties to this Agreement recognize and acknowledge that the services performed by the employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the County of Douglas. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its

members to initial, participate in, nor will any member of the bargaining unit take part in any:

1. strike;
2. sit-down;
3. stay-in;
4. sick-out;
5. slow-down or
6. picketing in connection with a labor dispute (hereinafter collectively referred to as a work-stoppage) in any office or department of the County, nor to
7. curtail any work or
8. restrict any production, or
9. interfere with any operation of the Employer.

B. In the event of any such work-stoppage by any member of the bargaining unit, the Employer shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

C. In the event of any work-stoppage during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing to the Employer's Authorized Agent that such work stoppage is in violation of this Agreement and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the Employer. In the event of any work-stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the Employer shall have the right to discipline, to include discharge, any employee who instigates, participates in or gives leadership to, any work-stoppage activity herein prohibited, and the Employer shall have the right to seek full legal redress, including damages, as against any such employee.

D. The employer agrees not to lock out during the term of this Agreement.

ARTICLE 26. ENTIRE AGREEMENT, MODIFICATION AND WAIVER

A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.

Those topics in the County's Personnel Code pertaining to members of this unit which are not superseded hereby and which are specifically stated as covered within the mandatory scope of bargaining as listed in NRS 288.150(2) shall not be changed without prior discussion and negotiation with the Association.

- B.** It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement, except as provided herein.

- C.** Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Board of Commissioners.
- D.** The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 27. DRUG TESTING

The County's drug and alcohol testing policy shall be in effect. The parties will meet and confer if substantial changes regarding discipline are proposed by the County. However, if state or federal law requires the County to make those changes, the changes will be implemented as required and within applicable time frames. Nothing in this article shall preclude an employee or the Association from appealing disciplinary action pursuant to Article 18.

ARTICLE 28. SAVINGS PROVISION

- A.** Should any provision of the Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of negotiating such provision in an attempt to reach a valid agreement.
- B.** In the event that Section A above is affected if Chapter 288 of the Nevada Revised Statutes is amended, the County and Association negotiating teams will meet on request of either party to discuss its ramification(s) on the current negotiated agreement.
- C.** Fiscal provisions of this Agreement shall be in effect from July 1, 2004 to June 30, 2006.

The parties agree that the salary provisions of Article 7(I) of this contract are a final and binding agreement on salary for the period of July 1, 2004 to June 30, 2006 and that salary is not subject to reopening or further negotiation for that period. Nonfiscal provisions of the Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing not later than February 1 that it wishes to reopen provisions for negotiation. In the event such notice is given, those provisions not reopened shall automatically renew from year to year. The Association shall give notice of its desire to negotiate by February 1.

Additionally, either party may, at any time, request negotiation of any nonfiscal provision of this Agreement. If the parties mutually consent to negotiate and if the issue is resolved, the agreement may be amended. A party proposing a matter for renegotiation shall give fifteen days written notice to the other party describing in detail the provision to be discussed, except on waiver of notice by the other party. The serving of the fifteen day written notice is not to be construed as forcing either party to agree to negotiate any provisions.

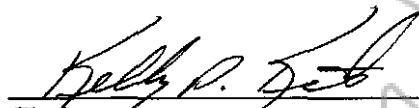
This Agreement shall remain in full force and effect during the negotiation. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding its formal adoption by the Board.

In recognition of the tentative agreement and recommendation of the above wages, hours and other terms and conditions of employment to their respective parties, the following negotiators have affixed their signature below:

FOR THE EMPLOYER:



Chief Negotiator

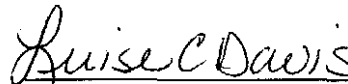


Chairman
Douglas County Commissioners

FOR THE ASSOCIATION:



Chief Negotiator



President, Douglas County
Employees Association

Dated: 8/5/04

Dated: July 23, 2004

J:\negotiations\DCEA 2004-2006 July 23 2004 Final Signed Version.wpd

COPY

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: August 3, 2004
B. Lee, Clerk of the 22 Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol Mullock Deputy

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