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Elko County District
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LABOR AGREEMENT BETWEEN

THE COUNTY OF ELKO

AND

THE ELKO COUNTY PUBLIC ATTORNEYS ASSOCIATION

JULY 1, 2026, THROUGH JUNE 30, 2028

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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 Attorneys Association, hereinafter referred 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.

Except as provided in Article 9, section D, regarding probationary employees, the provisions of this Agreement apply to Elko County employees that are employed as Deputy District Attorneys 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

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 288.074.

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 (Disciplinary Action) 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.

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 three (3) months' written notice.

ARTICLE 7 – INTEGRATION AND SAVINGS CLAUSE

A. This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the term of this Agreement except as provided in Paragraph B below. In that context, this Agreement supersedes all personnel rules, ordinances, and resolutions heretofore in effect by the county relating to those subjects addressed or which could have been addressed by the provisions of this Agreement.

B. This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.

C. The County agrees that, to the extent any personnel rules have been or will become reduced to writing, copies of written rules will be furnished and amendments to existing rules will be provided to and discussed with the Association at least fifteen (15) calendar days prior to the effective date of such amendments.

ARTICLE 8 – DURATION OF AGREEMENT

A. This Agreement shall be effective on July 1, 2026, and shall remain in full force and effect until June 30, 2028. Article 11 may be reopened by either party under any of the following circumstances: (a) if there is a change in the Nevada Public Employees' Retirement System ("PERS") contribution rate; or (b) if there is a legislative change in the funding provided by the State for bail hearings, prosecution services, or indigent defense services. Article 18 – 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 18 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 18 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.

B. Either party wishing to modify and/or terminate this Agreement, other than the Article 11 and Article 18 reopeners addressed above, shall notify the other party, in writing on or before February 1, 2028.

C. The County may reopen this Agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

D. In the event that the parties do not reach a new agreement before June 30, 2028, this Agreement shall remain in full force and effect until a new agreement is reached.

ARTICLE 9 – DISCIPLINARY ACTION

A. Policy and Procedure

Excluding any oral reprimand, the County will not issue a written reprimand, suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a bargaining unit employee covered by this Agreement without just cause.

Employee discipline may include oral reprimands, written reprimands, suspensions without pay, reductions-in-pay, demotions, and disciplinary terminations. Employee discipline may, where determined by the County, include the concept of corrective discipline.

Corrective disciplinary action is designed to provide a fair and structured way for employees to improve their job performance and/or behavior, should the employee's performance or behavior not meet standards or demands of the employee's position. Further, the concept of corrective discipline is intended to provide a fair and equitable system for treatment of employees who will not or cannot bring their performance and/or behavior up to the standards expected by the County.

Corrective disciplinary action may begin at any of the steps of employee discipline, depending on the seriousness of the offense and/or conduct in question, the frequency of the occurrence of the substandard performance and/or behavior, or the cumulative effective of multiple minor infractions.

The provisions of this Article shall not apply to oral reprimands or employees serving a probationary period. Employee discipline, excluding oral reprimands, may be appealed through the procedure set forth below, and this procedure shall be the exclusive remedy for the appeal of disciplinary actions.

1. Investigation. Upon receipt of information and/or allegations suggesting that an employee has engaged in conduct and/or has performed in a manner that does not meet the standards for performance established by the County, the County will initiate an investigation into the alleged misconduct.

2. Relief from Duty. During the Investigation into alleged misconduct, and notwithstanding the provisions of this Article, the County Manager may approve the temporary assignment of an employee to a status of administrative leave with pay pending the County's completion of an Investigation(s) into the conduct and/or the issue giving rise to the Investigation.

3. Written Notice of Disciplinary Action. Upon the County's completion of its Investigation into the alleged misconduct of an employee, the County shall issue a written notice of its intent to take disciplinary action. This Notice shall be given to the employee personally, or if personal delivery is not applicable, then written notice shall be mailed to the employee at their last known address by certified mail, return receipt requested. A copy of such Notice shall be personally delivered to the President of the Association, or if personal delivery to them is not practicable, then a copy of such Notice shall be personally delivered to another officer of the Association.

   The Notice shall include the following information:
   i. A statement of the intent to take disciplinary action;
   ii. The intended disciplinary action;
   iii. A statement of the reason(s) for the intended action;
   iv. A copy of any document upon which the disciplinary action will be based. For instance, if an employee receives a moving violation while driving a County vehicle, and that moving violation is the basis for the recommended disciplinary action, the County must include a copy of the moving violation as an attachment to the Notice. Note: if an action is based on a complaint, such complaints will be issued in a redacted format;
   v. A statement of the charge(s) being considered; and
   vi. The effective date of the intended action.

4. Employee Response. Within ten (10) working days after the employee receives a copy of the Notice, or thirteen (13) working days of the mailing of the Notice, the employee shall have the right to appeal the County's decision, as set out within the Notice, by responding, orally or in writing, to the Notice. Written responses, or requests for a meeting where they may appeal the County's decision, shall be directed to the County Human Resources Director. A written response or a written request for meeting for the purpose of orally responding to the Notice must be received by the County Human Resources Director within the time frame set out herein. A copy of such response shall also be delivered to the County Manager.

   If an employee fails to timely submit a written request for a meeting or a written response to the County Human Resources Director in a timely manner, the employee is deemed to have acquiesced to the disciplinary action recommended by the County

within the Notice, and as such, waives their right to further appeal the County's decision. A copy of such response shall also be delivered to the County Manager.

5. County Response. Where an employee responds to the Notice issued by the County, either in writing or orally, the County will have ten (10) working days from the date that the employee submits his or her response, either orally or in writing, to consider the employee's arguments against the County's proposed disciplinary action and to issue a written determination as to whether it agrees with the disciplinary action proposed within the Notice, or will instead impose another form of discipline.

6. Written Reprimands. Written reprimands will not be subject to the appeal procedures in Article 9(A) (1)-(5). If an employee desires to appeal a written reprimand they shall file a written response to the written reprimand with the person issuing the written reprimand and request review by the person issuing the written reprimand within ten (10) working days of receipt of the written reprimand. The person issuing the written reprimand will then respond to the employee within ten (10) working days of receipt of the request for review. If the employee disagrees with the response of the person issuing the written reprimand the employee may appeal the response to the County Manager or designee within ten (10) working days of receipt of the response. The County Manager or designee will review the matter and issue a binding decision either upholding, modifying, or overturning the written reprimand.

B. Arbitration

If the employee through the Association, wishes to appeal a disciplinary action as set forth in paragraph A of this Article except written reprimands, the Association shall file a written request for arbitration with the County Manager within ten (10) working days of the imposition of the discipline. Arbitration of a disciplinary action will conform with Article 12(E)-(H). The Arbitrator shall issue a final and binding decision.

C. 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. Failure of the County to timely respond at any level shall result in moving the appeal to the next level.

D. Probationary Employees

The provisions of this Article shall not apply to probationary employees. The length of the new-hire / lateral transfer probationary period shall not be less than four (4) months nor greater than six (6) months. Employees shall not undergo a new or separate probationary period when promoting within the grades of the Deputy District Attorney or Deputy Public Defender class series.

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. Bargaining Unit Positions

1. Summary of Positions

There shall be four grades each in the Deputy District Attorney and Deputy Public Defender class series. The Deputy I grade shall be considered the entry-level class for new or recent law school graduates. The Deputy II grade shall be considered the junior intermediate-level class. The Deputy III grade shall be considered the senior intermediate-level class. The Deputy IV grade shall be considered the advanced/journey-level class.

2. Promotion from Deputy I to Deputy II

Employees shall generally be promoted from the Deputy I grade to the Deputy II grade after they have completed one (1) year as a Deputy District Attorney and/or Deputy Public Defender in Elko County, and they are permanently licensed to practice law in any state or territory in the United States.

3. Promotion from Deputy II to Deputy III

Employees shall generally be promoted from the Deputy II grade to the Deputy III grade after they have completed five (5) years as a Deputy District Attorney and/or Deputy Public Defender in Elko County, OR they have completed seven (7) years as a licensed attorney, including at least three (3) years as a Deputy District Attorney and/or Deputy Public Defender in Elko County.

4. Promotion from Deputy III to Deputy IV

Employees shall generally be promoted from the Deputy III grade to the Deputy IV grade at the time that they are eligible to increase from Step 8 to Step 9 on the Deputy III (E22) pay scale. At such time, and in lieu of receiving said step increase, the employee shall be promoted to Deputy IV (E23) at Step 7.

5. General Provisions Regarding Promotion or Transfer Between Grades

The District Attorney and Public Defender shall have the discretion to define in writing the other skills which employees must demonstrate to promote between grades, as well as to define other experience qualifications for new hires. If the District Attorney or Public Defender set additional standards for promotion between grades, beyond the years of experience or service set forth in this Agreement, the District Attorney or Public Defender shall provide those standards in writing to the Association on an annual basis.

The District Attorney and Public Defender shall not deny a promotion to an eligible attorney for any arbitrary reason, including but not limited to limiting the total number of attorney positions at a particular grade or considering the budgetary impact of promoting an eligible attorney. If the District Attorney or Public Defender decides to not promote an employee who has reached the minimum experience or service set forth in this Article, the District Attorney or Public Defender must explain the non-arbitrary reason(s) for his/her decision in writing not more than fifteen (15) days after the date the employee completed the minimum experience.

The District Attorney and Public Defender shall have the discretion to promote an employee before they would otherwise be eligible pursuant to this Article based upon the employee's ability to perform the functions of the higher grade and the needs of the office.

If an employee is eligible for both a step increase and a grade increase on the same date (e.g., after completing a certain number of years of County service), the employee shall receive both the step increase and the grade increase. An employee's step shall not be reduced, except as otherwise provided in Section A(4) of this Article (regarding promotion from Deputy III to Deputy IV) or pursuant to any disciplinary action that is permitted by Article 9.

An employee's grade shall not be reduced except pursuant to any disciplinary action that is permitted by Article 9.

When an employee is promoted between grades, the employee's anniversary date shall not be modified. An employee's anniversary date may only be modified if the employee leaves County employment. If an employee leaves County employment and is later rehired, the employee's anniversary date shall be reset to the date of rehiring.

Examples of the default promotion scheme established by this Agreement are set forth in Appendix B. These examples assume: (1) that an employee's performance is "standard or better" each year; (2) that an employee is not subject to disciplinary action; and (3) that an employee does not receive an Exceptional Performance Step Increase or an early promotion between grades.

B. Base Wages

1. Application of Uniform Pay Scale

Bargaining unit employees shall be paid according to the County's uniform pay scale, as reflected in Appendix A.

The salaries in Appendix A reflect a two-grade increase for all employees, which shall be effective on July 1, 2026. Employees' anniversary dates, seniority, steps, eligibility for promotion, and all other tangible and intangible benefits shall not be affected by this two-grade increase.

The Deputy District Attorney I / Deputy Public Defender I grade shall be paid at the E20 grade on the County's uniform pay scale.

The Deputy District Attorney II / Deputy Public Defender II grade shall be paid at the E21 grade on the County's uniform pay scale.

The Deputy District Attorney III / Deputy Public Defender III grade shall be paid at the E22 grade on the County's uniform pay scale.

The Deputy District Attorney IV / Deputy Public Defender IV grade shall be paid at the E23 grade on the County's uniform pay scale.

2. Cost-of-Living Adjustments and Retroactive Pay

Beginning with the first full pay period on or after July 1, 2026, , there shall be a two percent (2%) cost-of-living adjustment. This is reflected in Appendix A. Beginning with the first full pay period on or after July 1, 2027, there shall be a two percent (2%) cost-of-living adjustment. This is also reflected in Appendix A.

In the event that this contract is ratified after July 1, 2026, the County shall retroactively pay all covered employees, within thirty (30) calendar days of the date of ratification, for all time worked on or after July 1, 2026, at the rate shown in Appendix A for FY2027.

3. New Hire Placement on Salary Scale, Lateral Transfers, and Re-Hires

New bargaining unit employees, who have never previously been employed as a Deputy District Attorney or Deputy Public Defender in Elko County, shall be hired at any grade, at the discretion of the District Attorney or Public Defender, depending upon their experience and qualifications. New hires may be placed on any step, up to Step 5, within each grade. The District Attorney or Public Defender shall obtain approval from the County Manager before hiring a new employee at Step 4 or Step 5.

Former bargaining unit employees who are re-hired or offered a position with either the Public Defender's Office or District Attorney's Office shall not be treated as a "New Hire" for purposes of salary placement. They shall be entitled to a base salary not less than their former salary. However, all other benefits shall re-set as if the bargaining unit employee was a "New Hire."

If a bargaining unit employee is permitted to laterally transfer offices (i.e., a Deputy Public Defender is offered a position as a Deputy District Attorney, or vice versa), said employee shall not be treated as a "New Hire" for purposes of salary placement but shall instead continue to be compensated as if they had continued working for their former office. This continuation of benefits and salary will include no loss of or resetting of any other benefit the association member enjoyed or was entitled to before the transfer including paid time off, vacation time, calculation of longevity pay and so forth. The association member's balance of paid time off will not be increased but will remain as if they had continued working for their former office. Furthermore, such an employee's anniversary date for purposes of annual merit step increases shall not be altered.

4. Merit Step Increases

Each bargaining unit employee, whose performance is "standard or better" shall receive a merit increase equal to one step after each anniversary of continuous service with the County.

The only exception to this is set forth in Section A(4) above, which provides that, in lieu of receiving the annual merit step increase from Step 8 to Step 9 on the Deputy III (E20) pay scale, an employee shall instead be promoted to Deputy IV (E21) at Step 7. This is a one-time grade increase in lieu of step increase, and the employee shall thereafter be eligible for regular merit step increases within the Deputy IV grade.

Promotion between grades within the Deputy District Attorney or Deputy Public Defender class series or transfers between the District Attorney's Office and Public Defender's Office shall not alter an employee's anniversary date.

5. Exceptional Performance Step Increases

The District Attorney and Public Defender shall have the discretion, with the approval of the County Manager, to award a one-step increase to any bargaining unit employee for exceptional performance, including consideration of additional duties performed by an employee during periods of chronic staff shortages. Said step increases are in addition to the annual merit step increase, and shall not alter an employee's anniversary date for purposes of the annual merit step increase. An employee is eligible for an exceptional performance step increase once every two fiscal years.

C. Additional Compensation

1. Weekend and Holiday Availability Pay

Bargaining unit employees are and have historically been required to work on normal business days, Monday through Friday. As a result of AB 424 (enacted in the 2021 Legislative Session), bargaining unit employees shall be expected to attend court on weekends and holidays for pretrial release hearings (aka "bail hearings"). As compensation for being available to perform these additional job duties on irregular days, which had not been bargained for before AB 424 was enacted, the County agrees to pay employees as set forth in this section. Such payments do not constitute overtime and do not in any way alter employees' status as exempt employees under the Fair Labor Standards Act, as amended.

Employees performing other work on a weekend or holiday, which is unrelated to a scheduled court appearance on a weekend or holiday, shall not be eligible for Weekend and Holiday Availability Pay.

The amounts paid pursuant to this section are in addition to an employee's full regular base salary, which in no circumstance shall be reduced or modified by working on a weekend or holiday.

All weekend and holiday court appearances shall be assigned with as much notice as possible by the District Attorney and Public Defender in a non-arbitrary manner to all employees who volunteer to be available on weekends and holidays. Employees shall not suffer any consequences for choosing not to volunteer for court appearances on certain days of the week or on certain holidays. It is not required for the District Attorney or Public Defender to schedule weekend or holiday court appearances based upon employees' trial schedules; however, should the District Attorney or Public Defender elect to do so, such decision shall not be considered arbitrary.

Employees who are scheduled to be available to appear in court on a weekend or holiday shall receive Weekend and Holiday Availability Pay in the amount of $450 per day, regardless of whether any bail hearings are scheduled to occur and regardless of how many bail hearings, if any, occur. The flat $450 per day rate is compensation for employees making themselves available to appear, if needed, for any bail hearings that the Court chooses to conduct.

2. Bilingual Pay

Bargaining unit employees possessing the relative fluence in a language other than English may qualify for a bilingual pay of $75 per month. To qualify for bilingual pay, an employee must use their foreign language skills during their regular duties or to assist their office, and must demonstrate their proficiency in the foreign language to the satisfaction of the District Attorney or Public Defender. Human Resources may establish reasonable standards for evaluating proficiency, but shall not deny a bargaining unit employee bilingual pay for whim or capricious reasons.

3. Longevity Pay

Bargaining unit employees are entitled to a longevity payment after eight (8) years of continuous County service, provided that their performance review in the preceding year was "standard or better."

The schedule for longevity pay is as follows:

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

Longevity pay shall be payable on June 20 and December 20 of each year. An employee will receive the first check during the date following the applicable anniversary year (i.e., if an employee's 8-year anniversary is on April 15, they will receive the first semi-annual longevity payment on June 20).

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, except as otherwise stated in Article 9(B) regarding arbitration procedures.

B. An Association grievance committee shall be established consisting of three (3) members. Such committee shall be selected in a manner to be determined by the Association membership. The purpose of the Association grievance committee is to aid the Association

and employees in resolution of grievances or to determine whether to pursue the matter through the grievance procedure.

C. If an employee feels they have a grievance, they shall submit the grievance in writing to the Department Head (the District Attorney or the Public Defender) or their designee within fifteen (15) days after the employee becomes aware of the event giving rise to the grievance. In the written grievance, the employee shall 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 that 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.

D. The employee, whom the Association may assist or represent at its discretion, and the Department Head shall attempt to resolve the matter. Any grievance settlement shall be approved in writing by the Department Head and the County Manager. If the grievance is not settled within fifteen (15) days after receipt of the written grievance by the Department Head or their designee, the Association grievance committee 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 them to respond in writing to the Association regarding the grievance within fifteen (15) days from the date they received said grievance.

E. If the matter is not settled in the previous step with the written response from the County Manager, the Association may, within fifteen (15) days of receipt of the County Manager's decision notify the County Manager in writing of its desire to submit the matter to an arbitrator; or at the Association's option to the County Commissioners. If arbitration is chosen, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service, or else the arbitrator shall be selected by the joint agreement of the parties.

F. The decision of the arbitrator, or if selected the County Commissioners, shall be final and binding. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

G. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or that is in violation of the terms of this Agreement. Nor will the arbitrator, or if selected the County Commissioners, have any power to amend, modify, add, or delete provisions of this Agreement.

H. The fees and expenses of the arbitrator shall be borne equally by the parties. All other fees and expenses shall be borne by whichever party incurs them. If desired, the parties may agree to equally divide the cost of a court reporter.

I. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.

J. The Association shall furnish the County with the names of the members of the Association grievance committee.

K. Any employee, informally seeking, or formally filing a request to have their 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 has been 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 or paid time off 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 or paid time off while receiving benefits under Chapters 616 or 617 of the NRS, the amount of sick leave or paid time off 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 or paid time off 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 – PAID TIME OFF, ANNUAL LEAVE, AND SICK LEAVE

A. Leave Systems

Effective January 1, 2021, employees hired on or after January 1, 2021, will not receive Annual Leave or Sick Leave pursuant to this Article of the Agreement. Instead, employees hired on or after January 1, 2021, will receive Paid Time Off ("PTO") in accordance with Article 15(B)(Paid Time Off).

All employees, who were hired before January 1, 2021, that elected to stay under the Annual Leave/Sick Leave ("ALSL") system shall remain in that system, unless they otherwise notify their respective employer. Employees that elect to transfer from the Annual Leave/Sick Leave system to PTO shall have all of their accrued Annual Leave and Sick Leave converted to PTO, which shall be "grandfathered" for purposes of accrual and rollover limits.

B. Paid Time Off

1. Description of PTO System

Employees under the PTO system shall receive annual PTO hours in lieu of accruing Annual Leave and Sick Leave. Except as otherwise provided in this Article, PTO may be used for any purpose. When used, PTO is paid at an employee's regular rate of pay at the time PTO is used.

PTO does not have any cash value. Except as otherwise provided in this Agreement, PTO cannot be cashed out at the end of an employee's service with the County.

2. Annual PTO Allotment

All employees under the PTO system, will receive an annual allotment of paid time off (PTO), according to the chart below, based on an eight (8) hour day. PTO will be issued to employees at the beginning of the calendar year; becoming available for use the first full pay period following January 1st.

PTO ACCRUAL

Years of Continuous Service	Annual Time Earned
Less than five (5) years	240 hours (30 days)
Five (5) or more years	320 hours (40 days)

Any employee hired during a calendar year shall receive PTO in an amount prorated to the date of hire. By way of example, an employee hired on July 2, 2023 (halfway through the calendar year), shall receive fifteen (15) days of PTO for the remainder of the calendar year 2023. Likewise, any employee who reaches their five-year anniversary during the calendar year, shall receive additional pro-rated PTO reflecting the change in annual PTO accrual. By way of example, an employee who reaches a five-year anniversary on July 2, 2023 (halfway through the calendar year), shall receive an additional 40 hours of PTO (half of the new PTO accrual rate) effective the next pay period. All pro-rated PTO amounts shall be rounded to the nearest whole hour.

Any leftover PTO as December 31 of each year of this Agreement, up to 480 hours (60 days), will be carried over (or "rolled over") to the following year. Any PTO in excess of 480 hours (60 days) on December 31 of each year shall be forfeited.

3. Using PTO

PTO may only be used on days where an employee is otherwise expected to work. PTO may not be used to cover a holiday, or a day where an employee is on leave without pay (for instance disciplinary leave).

PTO may be used in one half (1/2) hour increments, reflected as 0.5 hours on each employee's time sheet. If an employee uses a full day of PTO, the employee shall use eight (8) hours of PTO.

Before using PTO an employee must receive written authorization from his or her supervisor, or their designee, allowing the employee to take PTO.

4. Requesting PTO

An employee may not take PTO without first obtaining pre-approval from his or her supervisor – either the Public Defender or District Attorney, as the case may be.

Pre-approval for the use of PTO must be sought from the employee's supervisor - the Public Defender, or his/her designee, or the District Attorney, or his/her designee - at least two (2) weeks in advance of the start of the requested PTO period, beginning the first day of the requested leave. Where the requested PTO use is for eight (8) hours or less, employees are encouraged to request leave as early as possible, but the two (2) week advance notice requirement is waived.

All requests for PTO use must be submitted in writing. Pre-approval for PTO use must be received in writing.

Where the duration of PTO requested is greater than eight (8) hours of work, pre-approval must be shared with office staff at least two (2) weeks before the start of the employee's PTO period, and the employee must confirm that he or she has proper coverage for his or her caseload while he or she is on leave.

Having multiple employees out from work during the same work week may have a negative impact of the operations of the legal office. Therefore, where the District Attorney or the Public Defender receives multiple requests for the use of PTO covering the same period, the requests will be granted subject to the pre-approval requirements set out herein, and in the order in which they were received. Requests for use of PTO will be granted fairly and all employees will have an equal opportunity to take PTO. That said, as PTO requests will be granted on a first-come-first-serve basis, employees are encouraged to request PTO usage as far in advance as possible.

The County is responsible for ensuring that the staffing and operational requirements of its District Attorney's Office and its Public Defender's Office are not impacted by absences. Therefore, the District Attorney at his or her sole discretion, or at the discretion of his or her designee, may deny a request for the use of PTO by a Deputy District Attorney, if he or she believes that the requested PTO will negatively impact its operational needs of the District Attorney's Office. Similarly, the Public Defender at his or her sole discretion, or at the discretion of his or her designee, may deny a request for the use of PTO by a Deputy Public Defender, if he or she believes that the requested PTO will negatively impact its operational needs of the Public Defender's Office. However, both the District attorney and the Public Defender are encouraged to grant reasonable PTO usage requests where possible, and where the granted leave will not unreasonably impact the operations of his or her office.

5. Exemption to the Pre-Approval Requirement

Where unusual or emergency circumstances exist, an employee may request an exemption from the pre-approval requirement. Such requests should be issued as soon as possible after the employee discovers his or her need to take PTO. Exemptions may be granted at the direction of the either the Public Defender or District Attorney, as the case may be, upon his or her review of the situation. An exemption from the pre-approval requirement must be requested and received in writing. An unreasonable delay in requesting an exemption may be grounds for finding abuse of this provision.

6. Conversion of PTO Into Retirement Service Credits

A bargaining unit employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System ("PERS") and applicable law, may at their option convert unused PTO into service credit under PERS at the rate of one (1) week (forty hours) of service credit for eighty (80) hours of PTO, subject to the following conditions and limitations:

i. Employees must have a cumulative total of at least one hundred (100) hours of unused PTO. An employee who has reached such minimum total as of December 31 of any year may, by written request no later than January 31 of the following year, elect to purchase service credit in PERS for the unused PTO that has accumulated at a ratio of one (1) week (forty hours) service credit for every eighty (80) hours of PTO accrued.

ii. Employees shall submit the written request on a County-approved form no later than January 31 of the following year. If the employee meets all of the conditions set forth in this subsection, then the County shall deduct the designated amount of accrued PTO from the employee's account and proceed to purchase retirement service credits from PERS in an amount equal to the number of hours elected to be converted by the employee. PTO traded for PERS service credits shall be in increments of eighty (80) hours.

iii. Conversion of PTO into retirement credits is limited by statute and/or regulation to a maximum of five (5) years' service credits, inclusive of any service credits an employee independently purchases. If, through any means, an employee has already purchased five (5) years of service credits, they are ineligible to participate in this program.

7. PTO Bank

Bargaining unit employees may donate PTO, annual leave, and sick leave into the "PTO Bank." Donations do not carry any cash value and are voluntary. Donations must be made in increments of one (1) hour, and no employee may donate more than two-hundred and forty (240) hours in a single calendar year. Employees wishing to donate PTO to the PTO Bank must submit a written request on a County-approved form. The County shall maintain records of all PTO donated to or withdrawn from the PTO Bank.

When a bargaining unit employee has or will have exhausted all accrued PTO or sick leave, then the employee may file a request to withdraw leave from the PTO Bank with the Association. The Association's Board of Directors shall review the employee's request and make a determination. If the Association's Board of Directors approves withdrawing leave from the PTO Bank, the Association shall submit a written request on a County-approved form for PTO or sick leave to be withdrawn from the PTO Bank and transferred to the employee. Withdrawals must be made in increments of one (1) hour.

8. Voluntary Direct Transfers of PTO Between Employees

Bargaining unit employees, who are part of the PTO system, may directly transfer PTO to one another for any reason, at the employees' individual discretion. Transfers must be made in increments of four (4) hours. Employees wishing to transfer PTO to another employee must submit a written request on a County-approved form. In the event that this is determined to be a violation of Federal law, the County shall be held harmless.

C. Annual Leave

1. Annual Leave Accrual

Employees under the ALSL system shall accrue Annual Leave on a pro-rated basis each pay period, according to the following annual amounts:

Years of Continuous Service	Annual Time Earned
Less than five (5) years	120 hours (15 days)
Five (5) but less than ten (10) years	200 hours (25 days)
Ten (10) but less than fifteen (15) years	224 hours (28 days)
Fifteen (15) or more years	240 hours (30 days)

Any leftover Annual Leave as December 31 of each year of this Agreement, up to 240 hours (30 days), will be carried over (or "rolled over") to the following year. Any amount of annual leave between 240 (30 days) and 320 (40 days) hours shall be paid to the employee at the employee's regular rate of pay. Any annual leave in excess of 320 hours (40 days) on December 31 of each year shall be forfeited.

2. Using Annual Leave

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 may be used in increments as low as one-half (0.5) of an hour.

3. Annual Leave Credit Upon Termination of Employment

Upon termination of employment for any reason, an employee who earned Annual Leave may be granted Annual Leave for the time so earned. Such Annual Leave must be taken prior to the effective date of termination of employment, or in lieu of such Annual Leave, the employee shall be granted a lump sum payment for Annual Leave accrued to his or her credit, which shall be paid to the employee at the employee's last regular rate of pay.

No employee shall be paid for accumulated Annual Leave upon termination of service unless he or she has been employed for at least six (6) months.

4. Rights of Heirs of Deceased Employee

If an employee dies and was entitled to accumulated Annual Leave under the provisions of this Article, the heirs of such deceased employee, who are given priority to succeed to the assets of the 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 hours of accrued Annual Leave, which shall be paid at the employee's last regular rate of pay.

D. Sick Leave

1. Sick Leave Accrual

Employees under the ALSL system shall accrue Sick Leave on a pro-rated basis each pay period equivalent to 120 hours (15 days) per year.

Any leftover Sick Leave as December 31 of each year of this Agreement will be carried over (or "rolled over") to the following year.

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 subsection D(4) of this article (Sick Leave Buy Out Upon Termination of Employment).

2. Use of Sick Leave

An employee is entitled to use Sick Leave 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. Sick Leave may be used in increments as low as one-half (0.5) hour.

Should an employee be absent for five (5) consecutive regularly scheduled work days, prior to his or her return to work, he or she will be required to submit a doctor's note certifying his or her fitness-for-duty to Human Resources. This doctor's note must confirm that he or she suffered from an illness or injury but is now able to resume his or her duties (without providing details regarding the nature of the illness or injury).

Alternatively, if an employee's supervisor reasonably suspects that an employee is abusing the sick leave policy, that supervisor may require the submission of a doctor's note confirming illness or injury (without details regarding the nature of the illness or injury), at his or her discretion. Furthermore, the supervisor may also require a doctor's note confirming that employee's fitness to return to duty.

- In the event a serious illness in an employee's immediate family requires his/her attendance, he/she may use Sick Leave not to exceed 80 hours in any one calendar year. For this purpose, immediate family is defined as the employee's parents, spouse, children (natural, adopted, or foster), brothers, sisters, grandparents, great grandparents, uncles, aunts, nephews, grandchildren, nieces, great grandchildren, step-parents, and, if living in the employee's household, shall include father-in-law or grandmother-in-law, great grandfather-in-law, great grandmother-in-law, uncle-in-law or aunt-in-law, brother-in-law or sister-in-law, grandson-in-law or granddaughter-in-law, nephew-in-law or niece-in-law, great grandson-in-law or great granddaughter-in-law, and stepchildren. With the approval of the County Manager, additional family sick leave may be granted.

- The County Manager 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 County Manager. 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:

- Relative seriousness of the illness and a projection of the probable length of time the employee's attendance will be required;

- The exact role of the employee while in attendance; and

- The County Manager may request the submittal of supplemental information.

- In the event of a death in the employee's family, he/she may use sick leave not to exceed forty (40) hours for each death.

3. Annual Conversion of Sick Leave Into Retirement Service Credit

An employee who is eligible for purchase of service credits under the Nevada public employee's retirement system ("PERS") and applicable law, may at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for two hours of sick leave, subject to the following conditions and limitations:

- Employees must have a cumulative total of at least 600 hours of unused sick leave to be eligible for conversion. An employee who has reached a minimum of 600 hours of sick leave accrual, who uses five (5) days or less of sick leave during any calendar year may, by written request, elect to purchase service credit in PERS for the unused sick leave that has accumulated during that calendar year in the ratio of one (1) hour of service credit for every two (2) hours of sick leave accrued. The PERS service credit buyout only applies to sick leave accumulated during the applicable calendar year (i.e. a maximum of three (3) weeks), and does not apply to prior accumulations. The employee's sick leave account shall be reduced by two (2) hours of accrued sick leave for every one (1) hour of service credit paid.

- Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a county-approved form, to the county manager immediately following the last pay period of the calendar year but no later than January 31 of the following year. If the employee meets all of the conditions set forth in this subsection, then county shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee. Sick Leave traded for PERS services credits shall be in minimum increments of 40 hours.

- Conversion of sick leave into retirement credits is limited by NRS to a maximum of five (5) years' service credits. If an employee has already purchased five (5) years of service credits they are ineligible to participate in this program. Also, employees purchasing service credits through this program cannot exceed the five (5) year limitation.

4. Sick Leave Buy Out Upon Termination of Employment

   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:

   - For 10 years of service of more, but less than 15 years, not more than $3,000.00.
   - For 15 years of service or more, but less than 20 years, not more than $4,000.00.
   - For 20 years of service or more, not more than $5,000.00

ARTICLE 16 – RETIREMENT

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.

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

ARTICLE 17 – HOLIDAYS

The County observes the holidays listed below:

New Years' Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Juneteenth/Emancipation 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

In addition to the enumerated holidays appearing in Paragraph A above, bargaining unit employees shall be entitled to designate a day as a floating holiday. Five (5) working days advanced 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.

ARTICLE 18 – 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

Except as recommended by the Premium Stabilization Committee and approved by the Elko County Commission the County shall pay one hundred percent (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.

The employee shall be liable for, and pay, by payroll deduction, one hundred percent (100%) of the cost of the premium for group health and vision insurance dependent coverage.

C. Premium Stabilization Committee

A Premium Stabilization Committee shall be formed to meet and discuss alternative group health insurance options and programs, including methods and mechanisms that might mitigate the effect of future group health insurance premium increases. The Premium Stabilization Committee shall consist of one 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 19 – OTHER LEAVES OF ABSENCE

A. Leave of Absence Without Pay

Leave without pay may be granted only to an employee who desires to return to County service. Leave without pay may be granted at the discretion of the County Manager. The employee shall retain his/her status as a public employee and shall retain his/her leave and benefits accrued prior to the leave. Without an employee's consent, an employee's anniversary date and eligibility for step and grade increases shall not be affected by a leave without pay granted pursuant to this subsection.

B. Military Leave

Any employee who is a member of the organized reserve components of the United States Armed Forces must be relieved from the employee's duties, upon the employee's request, to serve under orders including, without limitation, orders for training or deployment, without loss of the employee's regular compensation for a period equivalent to that provided to state employees pursuant to NRS 281.145.

C. Leave of Absence with Pay

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.

Employees will be granted sufficient time to vote during working hours for any election.

D. Catastrophic Leave

1. Definitions

"Catastrophe" means a serious illness or accident which is life threatening or which will require a lengthy convalescence rendering an employee unable to perform the duties of their position as determined by the County Manager.

"Catastrophic leave" is leave granted to an employee who has suffered a catastrophe. It does not cover maternity leave, elective surgery or work related sickness or injury.

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

"Lengthy Convalescence" means a period of disability, which the attending physician determines will exceed ten (10) weeks.

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

2. Establishing the Catastrophic Leave Account

The County Manager will establish an account for catastrophic leave for employees.

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.

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.

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 eight (8) hours annual and twenty-four (24) 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.

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 D(4) of this article.

3. Request for Catastrophic Leave

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 bay be transferred to an employee pursuant to this section is 240 hours (30 days of work) 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.

The request must include:

- The employee's name, title and classification; and
- A description of the catastrophe and the expected duration of that catastrophe by the treating physician.
- 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.

- 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

   The County Manager or 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.

   The decision of the County Manager or designee concerning the approval of Catastrophic Leave is final and not subject to the grievance procedure, judicial review or review by the County Commissioners.

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

   The County Manager or 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.

   The County Manager or designee shall not grant any hours of leave from the catastrophic leave account after:

   - The catastrophe ceases to exist; or

   - The employee who is receiving the leave resigns or his/her employment with the County is terminated.

   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. Substantiation of Catastrophic Condition

   The County Manager or 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.

E. Unauthorized Absence

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

ARTICLE 20 – EMPLOYEE LAYOFFS AND RECALLS

A. Layoffs

A layoff is defined as an involuntary separation wherein management eliminates a position because of a lack of work or funds. The determination of the number of positions to be affected by a layoff is a management right. The County and the Association agree that layoffs shall be accomplished in the manner set forth in this Section.

1. Announcement of Layoff

If the County determines that one or more positions shall be laid off, the County shall notify the Association in writing of this determination, not less than sixty (60) days before the layoff shall take effect. This notification shall specify the number of positions in each Department subject to the layoff and the reason(s) for the layoff. The County shall permit this Agreement to be reopened for good faith negotiations before the layoff takes effect.

2. Implementation of Layoff

In the event that negotiations do not ameliorate the need for a layoff, employees within each Department shall be laid off in ascending order of seniority (beginning with the least senior employee), based upon the employees' total length of current continuous service within the bargaining unit. Employees due to be laid off shall each be given written notice of such layoff at least sixty (60) days prior to the effective date.

B. Recall

Any employee who has been laid off under this Article shall, based on seniority, be eligible for recall. Whenever a position covered by this Agreement becomes available after a layoff was implemented, the County shall first attempt to fill the open position by recalling laid off employees from that Department. Specifically, before publicly advertising the open position, the County shall (1) call the employees' at their last known telephone numbers; (2) e-mail the employees' at their last known e-mail address(es); and (3) mail a letter by certified mail, return receipt requested, to the laid off employees' last known addresses. Upon mailing, the County shall also provide a written copy of each letter to the Association. The County shall permit laid off employees fourteen (14) days from receiving the recall notice letter to contact the County and advise the County of their acceptance of the recall offer. In the event that more laid off employees wish to accept a recall offer than there are open positions available, the County shall recall the most senior employee(s).

If a Department is unable to fill an open position by means of recall of a previously laid off employee from that Department, the Department may publicly advertise the open position. In such case, the County shall e-mail and mail a letter containing a copy of the advertisement to any laid off employees from the other Department (e.g., if the Public Defender's Office has an open position, the County shall notify any laid off Deputy District Attorneys of the opening). Although the County is not required to rehire a laid off employee from the other Department, the County shall give reasonable preference to such laid off employee.

Any employee who is recalled or rehired under this Article shall be entitled to return at the same grade and step as previously employed. Furthermore, the employee shall suffer no loss of benefits, including but not limited to, the employee's hiring date or years of continuous service for purposes of computing PTO or annual leave.

The provisions of this subsection do not apply after eighteen (18) months has expired from the effective date of the relevant layoff.

ARTICLE 21 – EMPLOYEE DEDUCTIONS

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.

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 this Section.

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

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.

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.

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:

- It would physically or mentally impair or hamper the employee in the performance of his/her duties for the County; or
- It would reflect adversely upon the employee or the County;
- It would create an actual or potential conflict of interest between the County and the employee, or the employee's other employer; or
- It is contrary to a policy adopted by the appointing District Attorney or Public Defender, with the approval of the County Manager.

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

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.

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

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.

The selection of employee representatives, employee grievance representatives, employee negotiation team representatives and officers of the Association is the responsibility of the Association.

Release time for employee grievant(s) and employee representatives and employee negotiations 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.

Paid Association time in this Article is in consideration of an agreed upon FY 2017 salary and benefit freeze set forth in Article 11 (C) of the applicable contract covering that fiscal year. This concession complies with SB 241, Section 1 (2015).

ARTICLE 28 – PROFESSIONAL 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 29 – DEFENSE PROVIDED TO EMPLOYEES

The County shall indemnify and hold harmless any employee for an action arising out of an act or omission within the scope of the employee's official duties or employment, unless the employee acted in bad faith.

The County shall pay court sanctions or fines levied by any court against employees for acts or omissions committed by such employees, if the acts or omissions were committed while performing within the scope of their official duties, unless the employee acted in bad faith.

ARTICLE 30 – COPY OF CONTRACT

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

ARTICLE 31 – ASSOCIATION USE OF COUNTY BUILDINGS

The County recognizes 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:

- Any such meeting held in or on County facility or building shall be without cost to the Association.
- No such meeting shall be allowed to interfere with normal County activities.
- 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 32 – 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 Annual Leave and 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 September 2026.

COUNTY OF ELKO
BOARD OF COMMISSIONERS

Delmo Andreozzi, Chairman

ATTEST:
Rebecca Plunkett

Rebecca Plunkett, County Clerk

ELKO COUNTY
PUBLIC ATTORNEYS ASSOCIATION

Walter F. Fick, President

APPENDIX A – SALARY SCHEDULES

HOURLY PAY SCHEDULE FY2027

	Deputy I (E20)	Deputy II (E21)	Deputy III (E22)	Deputy IV (E23)
Step 1	$51.37	$55.23	$59.37	$63.82
Step 2	$53.94	$57.99	$62.34	$67.01
Step 3	$56.51	$60.75	$65.30	$70.20
Step 4	$59.08	$63.51	$68.27	$73.39
Step 5	$61.64	$66.27	$71.24	$76.58
Step 6	$64.21	$69.03	$74.20	$79.77
Step 7	$66.78	$71.79	$77.17	$82.96
Step 8	$69.35	$74.55	$80.14	$86.15
Step 9	$71.93	$77.32	$83.12	$89.35
Step 10	$74.49	$80.08	$86.09	$92.54

ANNUAL PAY SCHEDULE FY2027

	Deputy I (E20)	Deputy II (E21)	Deputy III (E22)	Deputy IV (E23)
Step 1	$106,857.60	$114,871.92	$123,487.31	$132,748.86
Step 2	$112,198.23	$120,613.09	$129,659.07	$139,383.51
Step 3	$117,538.85	$126,354.27	$135,830.84	$146,018.15
Step 4	$122,879.48	$132,095.44	$142,002.60	$152,652.79
Step 5	$128,220.11	$137,836.61	$148,174.36	$159,287.44
Step 6	$133,560.73	$143,577.79	$154,346.12	$165,922.08
Step 7	$138,901.36	$149,318.96	$160,517.88	$172,556.72
Step 8	$144,241.99	$155,060.13	$166,689.64	$179,191.37
Step 9	$149,605.15	$160,825.53	$172,887.45	$185,854.01
Step 10	$154,945.77	$166,566.71	$179,059.21	$192,488.65

HOURLY PAY SCHEDULE FY2028

	Deputy I (E20)	Deputy II (E21)	Deputy III (E22)	Deputy IV (E23)
Step 1	$52.40	$56.33	$60.56	$65.10
Step 2	$55.02	$59.15	$63.58	$68.35
Step 3	$57.64	$61.96	$66.61	$71.61
Step 4	$60.26	$64.78	$69.64	$74.86
Step 5	$62.88	$67.59	$72.66	$78.11
Step 6	$65.50	$70.41	$75.69	$81.37
Step 7	$68.12	$73.22	$78.72	$84.62
Step 8	$70.73	$76.04	$81.74	$87.87
Step 9	$73.36	$78.87	$84.78	$91.14
Step 10	$75.98	$81.68	$87.81	$94.39

ANNUAL PAY SCHEDULE FY2028

	Deputy I (E20)	Deputy II (E21)	Deputy III (E22)	Deputy IV (E23)
Step 1	$108,994.75	$117,169.36	$125,957.06	$135,403.84
Step 2	$114,442.19	$123,025.35	$132,252.26	$142,171.18
Step 3	$119,889.63	$128,881.35	$138,547.45	$148,938.51
Step 4	$125,337.07	$134,737.35	$144,842.65	$155,705.85
Step 5	$130,784.51	$140,593.35	$151,137.85	$162,473.19
Step 6	$136,231.95	$146,449.34	$157,433.04	$169,240.52
Step 7	$141,679.39	$152,305.34	$163,728.24	$176,007.86
Step 8	$147,126.82	$158,161.34	$170,023.44	$182,775.19
Step 9	$152,597.25	$164,042.04	$176,345.20	$189,571.09
Step 10	$158,044.69	$169,898.04	$182,640.39	$196,338.42

APPENDIX B – EXAMPLES OF DEFAULT PROMOTION SCHEME

Hypothetical Example #1

Employee A is a recent law school graduate with no prior experience, who passed the Bar in February 2026. On July 1, 2026, he is hired as a Deputy District Attorney I, at Step 1. His or her default expected promotion path, assuming (1) that his or her performance is "standard or better" each year; (2) he is not subject to disciplinary action; and (3) he does not receive an Exceptional Performance Step Increase or an early promotion between grades is as follows:

Date	Grade	Step	Comments
7/1/2026	Deputy I (E20)	Step 1	Hiring rate
7/1/2027	Deputy II (E21)	Step 2	1 year experience, therefore eligible for Deputy II
7/1/2028	Deputy II (E21)	Step 3	Normal merit step
7/1/2029	Deputy II (E21)	Step 4	Normal merit step
7/1/2030	Deputy II (E21)	Step 5	Normal merit step
7/1/2031	Deputy III (E22)	Step 6	5 years experience with Elko County, therefore eligible for Deputy III
7/1/2032	Deputy III (E22)	Step 7	Normal merit step
7/1/2033	Deputy III (E22)	Step 8	Normal merit step
7/1/2034	Deputy IV (E23)	Step 7	Otherwise moving to Deputy III, Step 9, therefore eligible for Deputy IV at Step 7
7/1/2035	Deputy IV (E23)	Step 8	Normal merit step
7/1/2036	Deputy IV (E23)	Step 9	Normal merit step
7/1/2037	Deputy IV (E23)	Step 10	Normal merit step

Hypothetical Example #2

Employee B is a moderately experienced attorney, who passed the Bar in July 2021. On July 1, 2026, she is hired as a Deputy Public Defender II, at Step 3. Her expected promotion path, assuming (1) that her performance is "standard or better" each year; (2) she is not subject to disciplinary action; and (3) she does not receive an Exceptional Performance Step Increase or an early promotion between grades is as follows:

Date	Grade	Step	Comments
7/1/2026	Deputy II (E21)	Step 3	Hiring rate
7/1/2027	Deputy II (E21)	Step 4	Normal merit step
7/1/2028	Deputy II (E21)	Step 5	Normal merit step
7/1/2029	Deputy III (E22)	Step 6	>7 years total as attorney, including 3 years with Elko County, therefore eligible for Deputy III
7/1/2030	Deputy III (E22)	Step 7	Normal merit step
7/1/2031	Deputy III (E22)	Step 8	Normal merit step
7/1/2032	Deputy IV (E23)	Step 7	Otherwise moving to Deputy III, Step 9,

			therefore eligible for Deputy IV at Step 7
7/1/2033	Deputy IV (E23)	Step 8	Normal merit step
7/1/2034	Deputy IV (E23)	Step 9	Normal merit step
7/1/2035	Deputy IV (E23)	Step 10	Normal merit step

Hypothetical Example #3

Employee C is a highly experienced prosecutor. On July 1, 2026, she is hired as a Deputy District Attorney III, at Step 4. Her expected promotion path, assuming (1) that her performance is "standard or better" each year; (2) she is not subject to disciplinary action; and (3) she does not receive an Exceptional Performance Step Increase or an early promotion between grades is as follows:

Date	Grade	Step	Comments
7/1/2026	Deputy III (E22)	Step 4	Hiring rate
7/1/2027	Deputy III (E22)	Step 5	Normal merit step
7/1/2028	Deputy III (E22)	Step 6	Normal merit step
7/1/2029	Deputy III (E22)	Step 7	Normal merit step
7/1/2030	Deputy III (E22)	Step 8	Normal merit step
7/1/2031	Deputy IV (E23)	Step 7	Otherwise moving to Deputy III, Step 9, therefore eligible for Deputy IV at Step 7
7/1/2032	Deputy IV (E23)	Step 8	Normal merit step
7/1/2033	Deputy IV (E23)	Step 9	Normal merit step
7/1/2034	Deputy IV (E23)	Step 10	Normal merit step