

## **ATTACHMENT II**

### **ARTICLE 20 Sick Leave**

#### **Section 1 – Use of Sick Leave**

1. Paid sick leave may be used by an employee who:
  - a. Is incapacitated to perform job duties because of illness, injury or mental fatigue.
  - b. Is prevented by public health requirements from being at work.
  - c. Is required to absent himself/herself from work upon incapacitating illness or injury in the immediate family to personally care for that family member.
  - d. Needs to be absent from work when receiving medical or dental treatment or examination.
  - e. Needs to be absent when incapacitated to perform job duties because of pregnancy, childbirth, or care of a newborn child.
2. No employee shall be entitled to sick leave while absent from duty because of disability arising from an injury purposefully self-inflicted or caused by willful or grossly negligent misconduct.
3. Upon approval of the Public Defender, Special Public Defender, or designee, sick leave may be granted for other reasons if the use of sick leave shall have a beneficial effect on an employee's morale and welfare.
4. Employees shall be subject to the following requirements for use and payment of sick leave.
  - a. An employee who becomes ill shall call in prior to the start of the work day if feasible to do so.
  - b. An employee shall submit the County sick leave request stating the reason for the use of sick leave immediately upon his/her return to work or stating the need to schedule sick leave for purposes of a medical or dental appointment.
  - c. Sick leave submittals shall be turned in to the Public Defender, Special Public Defender, or designee for approval.
  - d. Any employee who reports absent at the start of a work day because of illness or injury who recovers sufficiently during the course of the shift to report to work is required to do so. In such a situation, the employee involved shall only be charged for actual sick leave used, to the nearest one-fourth (1/4th) of an hour.

- e. Upon written request from the Public Defender, Special Public Defender, or County Manager, a certificate of illness from a state licensed health care provider in an appropriate discipline may be required when there is an absence in excess of three (3) consecutive scheduled workdays.
- f. If an employee's fitness for duty is questioned by the Public Defender, Special Public Defender, or County Manager, the employee may be required to submit to an examination for fitness for duty by the employee's healthcare provider.
- g. Any medical or dental reports or examinations that the County requires of the employee beyond those normally provided to the employee by the employee's usual medical or dental provider shall be paid for by the County.

## **Section 2 – Sick Leave Accrual and Payment**

- 1. Employees working on a full-time basis shall earn sick leave at the rate of 3.7 hours for each pay period. Employees who have been employed by the County for ten (10) cumulative years of service or longer shall receive an additional 0.92 hours of sick leave per pay period. There shall be no limit on sick leave accumulation.
- 2. Employees shall be paid their current hourly rate for each hour of sick leave used.
- 3. If a permanent employee separates from the service of the County after three (3) consecutive years of employment, the employee shall receive payment for 50% of his/her sick leave accumulation. After ten (10) years of service, an employee's sick leave payoff upon separation shall increase above 50% at the rate of one and one-half percent (1 ½%) for each additional year of consecutive service. After twenty (20) years of service, an employee sick leave payoff shall increase above 65% at the rate of three and one-half (3 ½%) for each additional year of consecutive service. At thirty (30) years or more of consecutive service, the payoff amount shall be 100%. Payment for unused sick leave shall be at the employee's biweekly salary at the time of separation divided by 80. If a non-probationary employee is laid off from the service of the County with less than three (3) years of consecutive employment, the employee shall receive payment for one half (½) of his/her sick leave accumulation.

## **Section 3 – Catastrophic Leave Program**

Employees covered under this contract holding permanent status may participate in the County's catastrophic leave program. Catastrophic leave benefits shall not be available to any employee currently receiving disability income benefits from the County's long-term disability insurance carrier.

## **Section 4 – Bonus Leave**

Employees who use forty (40) hours or less of sick leave during the year (based on their employment anniversary date), excluding up to three (3) consecutive days of sick leave used as bereavement leave, and excluding sellback of sick leave, shall be granted ~~24 hours of~~ bonus leave **EQUAL TO THREE (3) FULL WORKSHIFTS**. Bonus leave will be forfeited if it is not used in the year it is accrued.

## Section 5 – Sellback

Each December, employees may submit a request to sell back ~~up to ten (10) days of~~ accrued sick leave **EQUAL TO TWO (2) WORKWEEKS**. Payment shall be made based on an employee's percentage entitlement as determined by the sick leave buyout provision set forth above. In order to be eligible for payment, employees must maintain a minimum sick leave balance of 1000 hours. Probationary employees are ineligible to sellback sick leave.

## ARTICLE 31 Compensation

~~1. Both parties agree that there will be no cost of living increase scheduled on July 1, 2020.~~

~~2. In accordance with NRS chapter 288, the Union and the County agree that prior to the start of the second year of this agreement, this article may be reopened, at the request of either the Union or the County, to determine if a cost of living adjustment will be awarded for the 2022 fiscal year. Such request shall be provided to the other party no later than February 1, 2021.~~

- 1. EFFECTIVE JULY 1, 2021, OR UPON APPROVAL BY THE CLARK COUNTY BOARD OF COMMISSIONERS WHICHEVER IS LATER, THE SALARY SCHEDULES FOR ALL EMPLOYEES COVERED IN APPENDIX A WILL BE ADJUSTED BY THE ANNUAL PERCENTAGE INCREASE TO CPI-U ALL ITEMS IN WEST-SIZE CLASS B/C, ALL URBAN CONSUMERS, NOT SEASONALLY ADJUSTED (SERIES ID CUURN400SA0) FOR THE CALENDAR YEAR ENDING DECEMBER 2019. THE ADJUSTED PERCENTAGE INCREASE IN SALARY SCHEDULES SHALL BE A MINIMUM OF 2% AND A MAXIMUM OF 3.0%. THE ADJUSTED PERCENTAGE INCREASE IS BASED ON U.S. BUREAU OF LABOR STATISTICS DATA**  
**(<https://data.bls.gov/timeseries/CUURN400SA0>).**

### **CALCULATED AS FOLLOWS:**

|                                   |             |
|-----------------------------------|-------------|
| 2019 ANNUAL CPI                   | 157.019     |
| LESS 2018 ANNUAL CPI              | 153.130     |
| ANNUAL INCREASE                   | 3.89        |
| DIVIDED BY 2018 CPI               | 153.130     |
| ANNUAL PERCENTAGE INCREASE IN CPI | 2.5%        |
| <b>SALARY SCHEDULE ADJUSTMENT</b> | <b>2.5%</b> |

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**CALCULATED AS FOLLOWS:**

|                                   |             |
|-----------------------------------|-------------|
| 2020 ANNUAL CPI                   | 159.756     |
| LESS 2019 ANNUAL CPI              | 157.019     |
| ANNUAL INCREASE                   | 2.74        |
| DIVIDED BY 2019 CPI               | 157.019     |
| ANNUAL PERCENTAGE INCREASE IN CPI | 1.7%        |
| <b>SALARY SCHEDULE ADJUSTMENT</b> | <b>2.0%</b> |

**EFFECTIVE JULY 1, 2021 ALL EMPLOYEES OCCUPYING POSITIONS IN APPENDIX A SHALL RECEIVE A ONE TIME \$1,500.00 LUMP SUM PAYMENT. THIS LUMP SUM PAYMENT SHALL NOT BE ADDED TO AN EMPLOYEE'S BASE PAY.**

- ~~2.~~ **2.** Employees covered by this agreement are eligible to participate in all rewards incentives, and bonus programs approved by the County for full-time non-management employees, and for programs established by the Public Defender and/or Special Public Defender.
- ~~4.~~ **3.** 76-hour pay per pay period pandemic-related concession: for the period beginning July 25, 2020 through July 23, 2021, the following provisions shall apply:
- Effective July 25, 2020, through July 23, 2021, the pay period will be modified from eighty (80) hours to seventy-six (76) hours. The compensation of salaried FLSA exempt employees shall be adjusted commensurate with the 76-hour pay period. The modified pay period schedule effectuates a 5% reduction in pay due to the reduced number of hours the employee is scheduled to work in a pay period. The modified pay period schedule will not reduce the hourly rate of pay. This shall not modify the FLSA exempt status of the salaried FLSA exempt employees covered by this agreement.
  - If M-plan employees have their pay restored to the equivalent of an 80-hour pay period prior to July 23, 2021, the County agrees to restore the pay received by employees' covered by this agreement to the equivalent of an 80-hour pay period, at the same time.
  - The County agrees to provide readily available financial updates on a monthly basis including any additional funding that becomes available to the County, limited to the time frame that the 76-hour pay concession is in effect.
  - All provisions outlined in section 4 of this article will expire on July 23, 2021, unless the 80-hour pay period has already been restored in accordance with section 4(b) prior to July 23, 2021. The parties may mutually agree to extend this provision by separate negotiated agreement.