

# **AGREEMENT**

BETWEEN

**THE COUNTY OF WASHOE  
STATE OF NEVADA**

AND THE  
**SUPERVISORY EMPLOYEES  
BARGAINING UNIT**

**THE WASHOE COUNTY  
ALTERNATIVE SENTENCING OFFICERS  
ASSOCIATION**

**2022 - 2024**



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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into between the County of Washoe, hereinafter referred to as the "County," and the Washoe County Alternative Sentencing Officers Association, hereinafter referred to as the "Association" or "WCASOA". County and Association shall be referred to jointly as "Parties."

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 services. All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the County and its service to the public, and shall cooperate in promoting and advancing the welfare of the County and in preserving the continuity of its service to the public at all times.

It is the intent and purpose of the 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 misunderstandings 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.

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

## **ARTICLE 2 - RECOGNITION**

In accordance with the provisions of NRS 288, the County has recognized and does recognize the Association as the exclusive bargaining representative of those employees in the bargaining unit:

Classification in the bargaining unit: Alternative Sentencing Sergeant

The Parties recognize that additional classifications may be established which are assigned to the bargaining unit.

If the County establishes a new classification which is to be assigned to the bargaining unit or changes an existing bargaining unit classification, the Association may be notified in writing of the proposed new established wage rate and job description or changed classification prior to adoption to allow the Association an opportunity for discussion.

If, within fifteen (15) days of notification of the proposed wage rate for the new classification, the Association provides written notification of their disagreement with the rate established, the department will meet with the Association to discuss the concerns and work together to find a mutually acceptable resolution.

This recognition does not include intermittent hourly, temporary, and seasonal employees.

## **ARTICLE 3 - STRIKES AND LOCKOUTS**

NRS 288.700 states that it is the public policy of the State of Nevada that strikes against local government employers are illegal. The Association will not promote, sponsor, or engage in,

against the County, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or by other intentional interruption of County business, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

#### **ARTICLE 4 – RIGHTS OF MANAGEMENT**

The County has the right and is entitled without negotiation to:

- (a) Direct its employees;
- (b) Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take other disciplinary action against any employee for just cause;
- (c) Relieve any employee from duty because of lack of work or lack of funds;
- (d) Maintain the efficiency of its governmental operations;
- (e) Determine the quality and quantity of services to be offered to the public and the methods, means and personnel by which those services are to be offered.
- (f) Determine appropriate staffing levels and work performance standards, except for employee safety considerations;
- (g) Determine the content of the workday, including without limitation workload and environmental factors, except for employee safety considerations; and
- (h) Take whatever action may be necessary to carry out its responsibilities in situations of emergency.
- (i) Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain functions of the County.

#### **ARTICLE 5 - RIGHTS OF ASSOCIATION**

- A. The County recognizes and agrees to deal with employee representatives of the Association on all matters covered by this Agreement.
- B. The selection of employee representatives, employee grievance representatives, employee negotiating team representatives and the officers of the Association is the responsibility of the Association.
- C. The Association shall provide the County with a list of employee representatives and maintain its currency.
- D. Release time for officers of the Association, employee representatives, employee grievance representatives, and employee negotiating team representatives shall be limited for the purpose of (1) attending County functions/meetings, including negotiations (which term shall also encompass statutory impasse procedures), which have a direct impact upon the Association, or (2) attending in accordance with the provisions of Article 31, Grievance Procedure, to matters relating to grievances. Included within this release time procedure is the authorization for each member of the Association's negotiating committee and/or officers of the Association Board to have a maximum of one (1) hour per week for meetings of the Association's negotiating committee and/or officers of the Association during weeks when the Association and the County are going to have one (1) negotiating session. In the event that the County and the Association meet for negotiations more than one (1) time per week, then the above-described release time limit will be increased by one (1) hour for each session in excess of one (1) session.

E. Release time requires the advance approval of the concerned employee's supervisor. Approval of request for release time under this Article shall not be unreasonably withheld.

F. The Parties agree that this Agreement is the product of negotiations during which both Parties made offers and counteroffers on numerous topics both economic and non-economic, including Association release time as described in this Article, and agree the full cost of release time for Association business for the term of this Agreement has been offset by the value of concessions made by the Association during the course of negotiations of this Agreement.

G. Association representative may be afforded release time to attend to Association business in addition to the release time identified under paragraph D at the discretion of management. Such time must be requested in writing to the manager with the specific purpose for the leave identified to be considered by management.

H. Accurate time recording records of all Association business hours shall be kept. Such records shall be kept as prescribed by the Comptroller's Payroll Office and reports shall be made available to the department, Association, Human Resources, or other need to know basis, as required.

#### **ARTICLE 6 - NON-DISCRIMINATION**

A. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee because of membership in the bargaining unit, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Association on behalf of its members, nor will the County encourage membership in any other employee organization.

B. The Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

C. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, gender expression or identity, marital status or domestic partnership, familial status, race, color, creed, national origin, religion or belief, mental or physical disability, genetic information (GINA), veteran status, political affiliation, or any other protected class under applicable federal and state law. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

#### **ARTICLE 7 - WORK HOURS**

A. Workweek 40 hours. The normal workweek of employees covered by this Agreement shall consist of forty (40) hours, excluding meal periods except as provided herein. The workweek shall mean those hours worked between 12:01 a.m. Monday and ending 12:00 midnight Sunday. The scheduling of work-hours within the workweek shall be determined by the County.

B. Meal period. All employees shall be allowed at least a one-half (1/2) hour meal period scheduled approximately in the middle of the employee's workday. This period of time shall be considered the employee's time and not hours worked except as provided herein.

C. Breaks per shift. All employees shall be granted a fifteen (15) minute rest period during each four (4) hour shift. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal breaks, and may not be accumulated or used to supplement meal breaks, arrive at work late or leave work early except as provided herein. Rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

D. Combination of Breaks: Employees who are required to work shifts of eight (8) straight hours without a designated meal period may request to have the two (2) rest breaks combined into a one-half (1/2) hour meal period. Under these circumstances, the meal period shall be considered as hours worked. The determination of employees assigned to shifts of eight (8) straight hours shall be made by the Department Head or designee.

E. Work schedules shall be assigned by way of shift-bid based on employee seniority within the class specification at the Department of Alternative Sentencing. The shift bid process shall be completed no less than bi-annually. Additional shift bids throughout the calendar year may occur as deemed necessary by the Chief Alternative Sentencing Officer.

The Parties recognize that use of alternative work schedules such as 10-hour shifts is at the discretion of management.

**ARTICLE 8 - ANNUAL LEAVE**

A. Vacation accrual for full-time employees:

1. On the first day of the pay period following the completion of six (6) months continuous County service, each employee who is employed full-time shall be entitled to forty-eight (48) hours vacation leave credit. Thereafter, employees shall accrue vacation credit at the biweekly equivalent of the rates established below:

<u>Years of Continuous Service</u>	<u>Annual Hours Earned</u>
Less than three (3)	96 hours
Three (3) but less than five (5)	136 hours
Five (5) but less than ten (10)	152 hours
Ten (10) but less than fifteen (15)	176 hours
Fifteen (15) but less than twenty (20)	192 hours
Twenty (20) or more	200 hours

B. General Provisions

1. An employee's seniority for vacation accrual shall include all periods of service from the employee's last continuous permanent County employment date, except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff, in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 32, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

2. Vacation credit shall accrue only while an employee is in a paid status. Vacation leave shall not be granted in excess of the vacation credit earned. Vacation taken during a biweekly pay period shall be charged before vacation earned during that pay period is credited. Vacation leave shall be charged on an hour-for-hour basis or major fraction thereof.

3. The time when vacation is to be taken shall be determined by the appointing authority after considering the needs of the service and the seniority and wishes of the employees.

4. Limit on Vacation Accrual: Vacation credit may be accumulated from year to year not to exceed 240 hours. Amounts in excess of 240 hours as of the end of the biweekly pay period encompassing December 31<sup>st</sup> shall be forfeited as of that pay period, provided however, if an employee: On or before October 15th, requests permission to take annual leave, and the request is denied, the employee is entitled to payment for any leave in excess of two hundred forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as the result of the denial of the employee's request. The Department's obligation is to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. For example, an employee on October 1 requests to use 40 hours of leave immediately preceding Christmas. The Department may deny said time off, and still allow the employee to use their leave at a different time prior to the end of the year to avoid forfeiture. The payment for the employee's unused annual leave must be made to the employee not later than January 31.

5. Except as otherwise provided in this Article, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated vacation earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation shall be prorated.

#### **ARTICLE 9 - SICK LEAVE**

A. Accrual of Sick Leave: Each employee in the service of the County shall be credited with sick leave at the rate of one and one-fourth (1-1/4) working days for each month of fulltime service. Employees in the service of the County for ten (10) years or more shall be credited with sick leave at the rate of one and one-half (1-1/2) working days for each month of full-time service. Sick leave is cumulative from year to year. An employee's seniority for sick leave accrual shall include all periods of service from the employee's last continuous permanent County employment date except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 32, or unless an employee who separates is reemployed within one (1) year and then works a minimum of (1) year upon reemployment.

B. Use of Sick Leave. An employee is entitled to use accrued sick leave only:

1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;

2. When quarantined;

3. When receiving required service or examination from a health care provider;

4. Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose "immediate family" means the employee's spouse, parents (including step and foster), children (including step and foster), brothers or sisters, or corresponding relation by affinity, and if living in the employee's household, includes grandchildren, and domestic partners pursuant to NRS 122A.

5. In the event of a death in the employee's immediate family, the employee may use accrued sick leave in the amount of ten (10) days, or the equivalent of eighty (80) hours for full-time employees on alternate work schedules, or the pro-rated amount for part-time employees at the same ratios as their regular work hours relate to a full-time work schedule for attending the funeral and travel to and from, and attending to any family related business matters. For



this purpose "immediate family" is defined as the employee's spouse, parents (including step and foster), children (including step and foster), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews, or corresponding relation by affinity, or domestic partner as defined by NRS 122A. Should additional leave be necessary, the Department Head may authorize the use of existing accrued leave credits or authorized leave without pay.

C. An employee may be required to provide the department with evidence of need for use of sick leave. For absences in excess of three (3) days, or cases of apparent abuse, the department may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.

D. If any employee does not have adequate accrued sick leave time, the department may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

E. Sick leave shall be charged on an hourly basis for each full hour or major fraction thereof if an employee has worked less than forty (40) hours in a workweek. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

F. An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or upon termination of an employee after ten (10) years of fulltime employment or its equivalent, for reasons other than for just cause under Article 29 and Article 30, an employee shall be compensated for total accrued sick leave in excess of three hundred (300) hours at the rate of one (1) hour's pay at his/her regular hourly rate for every two (2) hours of sick leave accrued up to a maximum payment of eight hundred (800) hours. There shall be no payment for sick leave balances of three hundred (300) hours or less.

G. As long as an employee is in a paid status, he/she shall earn sick and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick or vacation leave during the time he/she is on such leave.

H. Personal Leave:

1. Personal Leave will be earned on a semi-annual basis as described herein:

(a) Pay Period #01- #13: Personal Leave Credit – July

Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13 in each calendar year shall receive twelve (12-hours) of Personal Leave credit at the end of the first full pay period in July of that calendar year. Employees who use between 16.01 – 20.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13, in each calendar year, shall receive four (4-hours) of Personal Leave credit at the time specified above.

(b) Pay Period #14 - #26 or #27: Personal Leave Credit - January

Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26 (or in the event of a 27<sup>th</sup> pay period in a calendar year, pay period #27), shall receive twelve (12-hours) of Personal Leave credit at the end of the first full pay period in January of the next calendar year. Employees who use between 16.01 – 20.00 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26 (or in the event of a 27<sup>th</sup> pay period in a calendar year, pay period #27), shall receive four (4-hours) of personal leave credit at the time specified above.

2. Personal Leave earned in July and January of each calendar year must be used by the end of pay period #26, or in the event of a 27<sup>th</sup> payroll paid in a calendar year, pay period #27, and if not used will be forfeited. Under no circumstances will there be any cash payment or cash value for Personal Leave credit that is not used. In order to receive this Personal Leave benefit, an employee must be in a pay status (either working or on paid leave) for all of the pay periods within the noted semi-annual period.
3. Permanent part-time employees shall receive a prorated amount of Personal Leave at the same ratio as their regular work hours relate to a full-time work schedule. Part-time regular work hours will be reviewed as of PP#13 or PP#26 or PP#27 using the weekly working hours encoded in an employees Planned Working Time record.
4. The use of sick leave for attending the funeral services of a family member as described in paragraph B above shall not count towards the sick leave usage when calculating personal leave, as outlined in paragraph H above.

I. Sick leave used for purpose of job related illness or injury shall not be counted as sick leave used for the purpose of calculation leave credits as described in paragraph H.

J. Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be four hundred and eighty (480) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.

K. Disability Retirement

An employee who applies for disability retirement under the Nevada Public Employees Retirement System (PERS) shall be removed from the payroll and placed on disability retirement no later than sixty (60) days from approval of said disability retirement by PERS.

## **ARTICLE 10 - LEAVE OF ABSENCE**

A. A leave of absence may be granted to any employee occupying a permanent position. A leave of absence shall be granted only to an employee who desires to return therefrom to the County service and who at the time the leave is granted has a satisfactory service record.

B. Leave of absence for thirty (30) working days or less in any calendar year may be granted upon the approval of the appointing authority. Leave requests for more than thirty (30) working days and up to one (1) year may be granted upon the recommendation of the appointing authority and the approval of the County Manager or designee.

C. Upon approval of the appointing authority and the County Manager or designee, a leave of absence may be granted to an employee who desires to attend school or college or to enter training to improve the quality of the employee's service, who is temporarily incapacitated by illness or pregnancy, who is loaned to another governmental agency for the performance of a specific assignment, or for some other reason equally satisfactory. A leave of absence shall not be granted to an employee who is accepting another position in the classified service or who is leaving the County service to accept other employment, except as provided in this subsection.

D. A leave of absence with pay shall be granted to any County employee required by law to appear as a juror or, who in their official capacity, is required by law to serve as a witness for the Federal Government, the State of Nevada or a political subdivision thereof. The employee shall be paid the employee's regular salary while on leave of absence but must remit to the County all fees that the employee may receive as a witness or juror, except for mileage and per diem. Court leave shall not be charged against the employee's vacation credit.

E. The Board of County Commissioners, upon the recommendation of the County Manager, may grant a leave of absence without pay in excess of one (1) year to an employee for the purpose of attending extended courses of training at a recognized college or university, accepting a position in the unclassified service, and for other purposes deemed beneficial to the public service.

F. Employees taking authorized education leaves may elect to use accumulated annual leave at their option.

G. Leaves of absence with pay may be granted by the appointing authority to allow employees time off to vote, pursuant to the provisions of NRS 293.463.

H. Leave of absence with pay shall be granted to an employee to act as a volunteer fireman or any regular organized and recognized fire department for the protection of life or property during working hours or fractions thereof which should otherwise have been devoted to County employment. Further, any employee whose absence from the job is for the purpose of aiding in a public emergency as a volunteer reserve member of a police department or sheriff's office may be relieved from the employee's duties, without the loss of compensation, upon request and approval of the employee's appointing authority, and with the approval of the County Manager.

I. The provisions of this article do not apply to any leave of absence that is governed by the Family and Medical Leave Act.

## **ARTICLE 11 - JOB-CONNECTED INJURIES**

A. In the event an employee is absent due to a service connected disability which has been approved by the County's Claims Administrator, for a period not to exceed sixty (60) calendar days, the employee shall receive compensation as determined by the County's Claims Administrator plus that amount from the County which would cause the total amount received by the employee from both the County's Claims Administrator and the County to equal his/her salary at the time of his/her disability. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave or other forms of leave.

B. It is the intent of the County to pay the on-the-job injured employee who meets the conditions set forth above, the difference between his/her full biweekly base salary and that provided by the County's Claims Administrator. Therefore, the employee shall return to the County Treasurer all temporary total disability payments made by the County's Claims Administrator covering the period enumerated in Section A of this Article. No supplemental benefit provided for in Section A shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer. Upon the expiration of sixty (60) calendar days, if the employee is still unable to work, he or she may elect to utilize accrued sick leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statutes.

C. When accrued sick leave has expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his/her sick and vacation leave, the employee shall receive compensation checks

directly from the County's Claims Administrator and he/she shall be considered on a leave of absence without pay from the County.

D. In the event there is a dispute over whether a service-connected disability is the result of an employee carrying out directly related 'peace officer' duties or incidental duties, said dispute shall be submitted to a tripartite panel for determination. The Association and the County shall appoint one (1) member each to the panel. These members shall then appoint a mutually agreeable neutral third member. If no agreement is reached on the third member, the Parties shall select the member from a list of seven (7) arbitrators supplied by the American Arbitration Association.

E. Whenever an employee is exposed to carcinogenic materials or communicable diseases that have been verified by the Washoe County District Health Department or other appropriate medical authority, said employee shall receive appropriate examinations, and/or treatment. Additionally, employees shall be permitted to receive Hepatitis-B vaccinations. Any employee who elects to receive this immunization and who then fails to comply with the medical guidelines of this immunization program shall have the expense of his/her immunization deducted from his/her pay.

## **ARTICLE 12 - SALARIES AND RETIREMENT**

### **A. Schedule of Salary Ranges**

1. The Schedule of Salary Ranges of all personnel covered by this Agreement is set forth in Appendix A.

2. The Parties agree the following salary adjustments shall be made during the term of this agreement:

(a) Effective July 1, 2022, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 5%.

(b) Effective July 1, 2023, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 3.5%.

3. The salary schedules listed in the Appendices to this Agreement are subject to change during the term of the Agreement as a result of changes to the retirement contribution rate provided for under NRS 286.421 (Payment of contributions by employer on behalf of employee; total rate of contribution).

### **B. Merit Salary Increase**

1. The amount of merit salary adjustment paid employees pursuant to the Washoe County Merit Personnel Ordinance shall be five percent (5%).

2. If giving the full merit salary adjustment would result in a salary exceeding that maximum amount, the employee shall be given a reduced adjustment, which would result in a salary equal to the maximum amount of the employee's salary range. However, if a merit increase brings an employee within ½ percent of the top of the range, the employee shall be paid at the maximum salary for the range.

3. Authorized leave without pay for thirty (30) days or less in a year shall not result in a new anniversary date. Authorized leave without pay in excess of thirty (30) days in a year shall establish a new anniversary date commencing with the employee's return to active service, except for circumstances of military leave.

### **1. Salary Adjustments**

When an error is discovered in an employee's salary calculation, or other form of compensation (e.g., career incentive), the Department of Human Resources shall make the appropriate adjustment retroactive, not to exceed one (1) year from the date the error is

discovered. This is not intended to restrict or reduce an arbitrator's award, either its amount or effective date, should such a compensation dispute be grieved in a timely manner.

2. Retirement Contribution

The County shall pay one hundred percent (100%) of the employee's contribution to the retirement plan in the manner prescribed by the Public Employee's Retirement System (PERS) pursuant to NRS 286.421. (Payment of contributions by employer on behalf of employee; total rate of contribution).

**ARTICLE 13 - HOLIDAYS AND HOLIDAY PAY**

A. **Recognized Holidays:** The following official legal holidays will be observed by the County and its employees in accordance with NRS 236.015

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr.'s Birthday)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Last Friday in October (Nevada Day)
8. November 11 (Veterans' Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day after Thanksgiving (Family Day)
11. December 25 (Christmas Day)

Any other day declared as a Nevada State holiday pursuant to NRS 236.015.

Employees working other than the standard Monday through Friday workweek are entitled to the same number of holidays as employees working a standard Monday through Friday workweek.

Compensation for "holiday pay" hours (not worked) can only be taken as cash. Employees have a choice of taking "holiday worked" or "holiday overtime" hours, at the time it is worked, as either cash or compensatory time as outlined below:

B. **Weekend Holidays:** If January 1, July 4, November 11, December 25 or any other day declared as a new recognized State or National holiday falls upon a Saturday, the Friday preceding must be observed as the legal holiday; if any of these same holidays fall upon a Sunday, the Monday following must be observed as the legal holiday. Employees required by their department to work on an actual January 1, July 4, November 11, or December 25 traditional holiday when this holiday falls on a Saturday or Sunday will be compensated at one and one-half (1 ½) times the employees hourly rate of pay for all hours worked on the actual traditional holiday.

C. **Holiday Eligibility:** In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled workday before and the scheduled workday after the holiday. Employees on leave without pay (LWOP) are not eligible for holiday pay benefits except for those employees called to military duty and on a military leave without pay. Employees who are off-duty on worker's compensation shall be considered on paid status and shall receive holiday pay. Employees hired on a holiday or hired the day after a holiday are not eligible to be paid for that holiday. Employees leaving County service in a pay period that contains a holiday will not

be paid for the holiday unless he/she is in a paid status both the scheduled workday before and the scheduled workday after the holiday.

- D. **Holiday Pay:** For purposes of this Article, dependent on an employee's regularly assigned/bid workday, "holiday pay" (Code 0005) shall be defined as an increment of pay equal to the work hours of the employee's regularly scheduled shift (i.e. eight (8), or ten (10) hours) at an employee's regular, straight time hourly pay rate and can only be taken as cash except as provided herein:
- a. Part-time employees shall be entitled to a prorated number of holiday hours based upon the ratio of the number of hours in their regularly scheduled workweek to a normal forty (40) hour workweek rounded to the nearest 15-minute increment.
  - b. When a holiday of less than a full day is appointed, part-time benefit eligible employees will be entitled to the fractional equivalent time off. That is, an employee who regularly works four (4) hours per day will be given two (2) hours off for a four (4) hour holiday.
  - c. Non-benefited temporary, seasonal and intermittent hourly employees are not eligible for holiday pay. Time worked on a holiday would be considered regular hours.
  - d. Employees temporarily reassigned for a week or longer to an assignment that is less than his/her normal regularly scheduled hours (i.e. working five (5)/eight (8) hour days vs. a normal four (4)/ten (10) hour days) during a workweek containing a holiday shall only be entitled to holiday pay at the lower temporary schedule (i.e. 8 hours vs. 10 hours).
  - e. Employees on a light-duty assignment during a week which contains a holiday shall receive holiday pay in accordance to his/her light duty work schedule.
  - f. Holiday Pay hours may fluctuate from holiday to holiday due to where the Holiday, as defined by this article, occurs within an employee's assigned work schedule (i.e. employee working an 8, 8, 12, 12 schedule may sometimes receive an 8 hour holiday or a 12 hour holiday depending on the day the Holiday falls).
  - g. Under no circumstances should work schedules be arbitrarily changed during a holiday week, unless assigned and approved by management.
1. **Holiday Not Worked:** If a holiday, as defined by this article, falls on the employee's regularly scheduled workday and the employee does not report to work and instead has the day off then the employee shall receive holiday pay, taken as cash only, at their regular, straight time hourly pay rate for the amount of hours that the employee would have normally worked. Part-time benefit eligible employees are pro-rated for the holiday, as defined above.
  2. **Holiday Off (RDO):** If a holiday, as defined by this article, falls on the employee's regular day off (RDO), then the employee shall receive eight (8) hours of holiday pay (Pay Code 0005), taken as cash only, at their regular, straight time hourly pay rate. These holiday pay hours count towards the 40-hour workweek for overtime purposes as defined in Article 14 – Overtime Pay. Part-time benefit eligible employees are pro-rated for the holiday, as defined above.
  3. **Holiday Worked:** If an employee works on a holiday, as defined by this article, he/she shall be compensated for working the holiday by receiving 1.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday up to a maximum of his/her regularly scheduled shift, in addition to receiving holiday pay. The decision as to whether compensation for "holiday worked" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.

4. **Holiday Overtime:** If a full-time employee works over the maximum of his/her regularly scheduled shift on a holiday or a part-time benefit eligible employee works over eight (8) hours on a holiday, as defined by this article, he/she shall be compensated by receiving 2.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday, in addition to receiving holiday worked pay and holiday pay. The decision as to whether compensation for "holiday overtime" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.
5. **Holiday During Leave:** If a holiday, as defined by this article, occurs during an employee's scheduled vacation, sick, compensatory, personal or other paid leave, that holiday shall be charged as "holiday pay" and not be charged as leave.
6. **Holiday Reporting:** The employee's shift schedule determines when and if an employee should report holiday hours on a recognized holiday, as defined by this article. Employees must report all applicable holiday hours on the day their shift begins or in accordance to the current practice set by management.

#### **ARTICLE 14 - OVERTIME PAY**

A. All hours worked in excess of forty (40) hours in a workweek will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for each hour or major fraction thereof worked. For the purpose of computing overtime, holidays, annual leave, personal paid leave and compensatory time shall be considered as hours worked.

Note: All other payment for time not worked shall not be considered as "hours worked" for the purpose of computing overtime.

B. Overtime shall be compensated in the form of cash or time off and the decision of which form shall be solely that of the employee up to an accumulated cap of one hundred and twenty (120) hours of compensatory time off. In the event an employee attains the accumulated cap of one hundred and twenty (120) hours of compensatory time, the decision of which form of compensation to be provided for overtime shall be at the discretion of the employer, up to a maximum accumulation of four hundred and eighty (480) hours. Overtime worked in excess of four hundred and eighty (480) hours will be paid to the employee in cash.

C. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated compensatory time.

#### **ARTICLE 15 - CALL-BACK PAY**

An employee who is called back to duty by the Chief or designee after an employee has completed the employee's regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice, shall be paid at the rate of one and one-half (1-1/2) times for each hour or fraction thereof so spent on duty, but not less than two (2) hours for the period called to duty. The employee's duty time shall start when the employee actually reports for duty and ends when the employee is released from duty. The call-back period must not exceed 24 hours or extend beyond the beginning of the employee's next regularly scheduled shift, whichever is shortest. If an employee is called back to work early, and works continuously through the beginning of the employee's regularly scheduled work hours, the two (2) hour minimum does not apply.

## **ARTICLE 16 - STANDBY PAY**

- A. Standby time is defined as any time, other than time when the employee is actually working, which has been specifically scheduled and directed by the Chief or his designee, during which the employee is restricted in order to be immediately available for call to duty. Employees are expected to report to work within forty-five minutes (45) to one (1) hour from the time a call to duty is received. Standby time does not include any time where an employee carries a cell phone or other electronic devices to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one-fourth (1/4) hour pay at the regular hourly rate for each one (1) hour period of standby.
  
- B. If an employee received a duty related telephone call during non-duty hours from the Chief or designee, or at their request, the employee shall receive a minimum of 15 minutes work time. If the work time actually extends beyond 15 minutes, the work time shall be rounded to the nearest 15-minute increment. This provision is intended to apply to situations where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as a request to work overtime, or directives given to the employee to report to work early or other reporting instructions.

## **ARTICLE 17 - CAREER INCENTIVE PAY**

All employees covered hereunder who have completed a total of five (5) years or more of full-time service with Washoe County and who, for the preceding review period, have been rated standard or better pursuant to the applicable Washoe County performance evaluation program shall be entitled to longevity pay in an amount equal to one-half of one percent (1/2%) per year of service, up to a maximum of twelve and one-half percent (12 1/2%) which shall not exceed an annual maximum amount of ten thousand two hundred and ten dollars (\$10,210). An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in semiannual installments payable on the first payday of June and December immediately following a determination of eligibility.

An employee's seniority for longevity pay shall include all periods of service from the employee's last continuous permanent County employment date, except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff, in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 32, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

For qualifying employees retiring or resigning before the due date of any semi-annual increment, the amount of the payment shall be prorated.

## **ARTICLE 18 - TEMPORARY SUPERVISOR PAY**

Any employee may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which the employee is employed.

If an employee is temporarily assigned and becomes fully responsible for the duties of such position for at least fifteen (15) consecutive calendar days, the employee shall receive compensation up to ten percent (10%) greater than the employee's base pay rate or compensation equal to the minimum pay rate of the higher level position, whichever is greater. The rate of pay for the assignment will be determined by the higher classification in which the employee is working and application of the rules of salary on promotion in the Merit Personnel Ordinance (Section 5.119). In no event shall the amount of compensation be greater than the maximum pay rate of the salary range of the higher position. The increased compensation will begin on the first day of temporary assignment and until termination of the temporary assignment, as determined by the Chief or designee.



## ARTICLE 19 – SHIFT DIFFERENTIAL

All shift work performed between the hours of 6:00 p.m. and 6:00 a.m., shall be considered night work. Payment for night work, in addition to regular compensation, shall be made at the rate of seven percent (7%) of base salary for those hours worked between 6:00 p.m. and 6:00 a.m., except as provided herein.

If an employee works a shift of which at least fifty percent (50%) of the hours are between 6:00 p.m. and 6:00 a.m., the employee shall be paid the differential for the entire shift. No night shift differential shall be paid for overtime worked at either the beginning or the end of a shift unless the regular shift hours qualify for the night shift differential. The shift differential will not apply during the periods of time when the employee is on sick, or annual leave, holidays or other leaves with pay even though the employee is still formally assigned to a shift that qualifies for the differential.

## ARTICLE 20 – TRAINING

The Alternative Sentencing Officers are required to comply with the annual continuing education/training requirements as prescribed by the Nevada Peace Officer Standards and Training (POST). Such training, as well as other training approved by the Chief or designee, shall be either provided by or paid for by the County. The time necessary to attend such training shall not be charged against the employee's vacation or compensatory time.

### Instructor Differential Pay

Employees assigned as instructors to conduct training as Firearms/Active Shooter, Defensive Tactics, TASER, Air Soft, Self-Defense Instructor, or other classes as assigned by the Chief shall receive a ten percent (10%) differential to their base hourly rate of pay in half-day increments for those days when they are conducting training.

### Education Incentive

1. **Intermediate P.O.S.T.:** Officers who attain a Nevada Intermediate P.O.S.T. certificate will qualify for a one point two five percent (1.25%) of base pay education incentive. Officers will continue to receive the 1.25% incentive until such time the employee is promoted from the Supervisory rank or upon termination of employment with the County.
2. **Advanced P.O.S.T.:** Officers who attain a Nevada Advanced P.O.S.T. certificate will qualify for a one point two five percent (1.25%) of base pay education incentive. Officers will continue to receive the 1.25% incentive until such time the employee is promoted from the Supervisory rank or upon termination of employment with the County.

Officers that attain both the Nevada Intermediate P.O.S.T and Nevada Advanced P.O.S.T. certificates are eligible for both education incentive pays, as described above.

### Field Training Officer (FTO) Pay

Employees assigned by the Chief or designee to perform as a Field Training Officer (FTO) shall receive in addition to their normal base hourly rate of pay, an additional five percent (5%) of base salary as a differential pay during the actual period of time the employee is performing FTO duties during an employee's normal working hours. The FTO pay differential must be recorded on an hour for hour basis or major fraction thereof. This pay differential is intended to compensate the employee for any special training, experience, and/or qualifications required to perform the duties of a Field Training Officer.

## ARTICLE 21 - INSURANCE

### A. Medical, Vision & Dental Insurance

1. Coverage: The County agrees to provide a group medical plan, including dental and vision coverage, to all members of the bargaining unit and shall pay one hundred percent (100%) of the premium attributable to employee coverage under this plan during the life of this Agreement. In the event the employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.

2. Benefit Level: The County agrees to maintain the present level of benefits of the medical plan which is in effect at the time of the signing of this Agreement until such alterations or changes are made in accordance with Paragraph C.

B. Employees Hired or Rehired on or After July 1, 2016 will be automatically enrolled into the High Deductible Health Plan (HDHP) and will remain in the plan for a minimum of two (2) full plan years. The County agrees to pay one hundred percent (100%) of the premium attributable to employee coverage, and in the event an employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.

### C. Insurance Negotiating Committee:

#### 1. Establishment, Purpose and Effective Date

The Association and the County agree to the establishment of an Insurance Negotiating Committee composed of representatives of the County and each recognized employee bargaining unit.

The purpose of the Committee is to recommend to the Washoe County Commission any benefit changes in the County's medical, dental, vision and life insurance plans. This Committee shall also serve as the Oversight Committee for the Retiree Health Insurance Program.

This Committee shall become effective upon approval or ratification of the groups listed in Paragraph 2 below.

#### 2. Composition of Committee

The Committee shall consist of one (1) voting member from each of the following groups:

- (1) Washoe County District Attorney Investigator's Association – Non-supervisory Unit
- (2) Washoe County District Attorney Investigator's Association – Supervisory Unit
- (3) Washoe County Public Attorneys Association
- (4) Washoe County Sheriff's Supervisory Deputies Association
- (5) Washoe County Sheriff's Deputies Association
- (6) Washoe County Employees Assn. – Supervisory-Admin. Unit
- (7) Washoe County Employees Assn. – Non-supervisory Unit
- (8) Washoe County Nurses Association – Non-Supervisory Unit
- (9) Washoe County Nurses Association – Supervisory Unit
- (10) Washoe County Alternative Sentencing Officers Association
- (11) Washoe County Alternative Sentencing Officers Association – Supervisory Unit
- (12) Management
- (13) Any other bargaining unit that may be formed during the term of the Agreement
- (14) The Associations may have an expert attend the insurance committee meeting and provide input to the committee

(15) Retiree Representative – One (1) retired employee shall serve as a non-voting member to provide input on the effects of proposed changes upon retirees. The name of a retiree may be nominated by any voting member and shall be elected by the majority vote of the members shall serve a term of three (3) years. Such retired member may be re-elected by a majority vote of the members to serve one (1) additional term.

(16) The Committee Chairperson shall be appointed by the County Manager and will not have a vote on the Committee.

Recommendations to BCC: The voting member of each bargaining unit, upon conferring with its association as necessary, shall have the authority to bind said bargaining unit to any modification in benefits agreed to by a majority vote of the Committee. Such modifications shall then be presented to the County Commission, and if so approved by the County Commission, shall be binding upon each bargaining unit.

If the Committee recommendation is rejected by the County Commission, the Commission shall define their objections and parameters and the Insurance Committee shall, within fifteen (15) days of being notified of the Commission's objections and parameters, meet and attempt to redefine plan modifications which meet the Commission-established parameters. If the Committee is successful, the plan modifications shall be resubmitted to the Commission for approval. If the Committee is unable to determine acceptable modifications for submission to the Commission, the County and Insurance Committee agree to resolve any resulting differences by submitting the dispute to an expedited final and binding interest resolution which shall be binding upon the County and the bargaining units.

**3. Binding Interest Resolution Process:** When the Insurance Committee first convenes in any plan year, no later than June 30, they shall notify the County Human Resources Director or their designated representative(s) who shall represent the Insurance Committee in selecting an arbitrator and scheduling a timely hearing should it be necessary. Within five (5) days of notification of the Committee's representative(s), said representative(s) and the County Human Resources Director shall meet and designate an arbitrator to hear such dispute should it become necessary. If the parties are unable to agree on the arbitrator, they shall obtain a list of five (5) experienced arbitrators, with in-depth knowledge of public sector insurance systems who are not associated with Washoe County or with the Washoe County Association bargaining units. The list may be obtained from AAA, Federal Mediation and Conciliation Service or any other mutually agreed upon organization. In selecting from the list, the Parties shall alternately strike from the list to select the arbitrator. The right to strike the first name from the list shall be determined by the toss of a coin.

Upon selection of an arbitrator, the Parties shall immediately contact the arbitrator and advise him/her of their selection should a hearing become necessary and the conditions for a decision which shall include: 1) the hearing shall be scheduled for two (2) consecutive days, with each party having one (1) day to present their position on the merits of the dispute; 2) the arbitrator may keep a record of the hearing and the Parties will retain a court reporter to transcribe and provide a real time transcript of the hearing; 3) each party shall have five (5) days following the hearing to submit any brief they intend filing; 4) the arbitrator shall render a decision within fifteen (15) days of when the briefs are due; and 5) the arbitrator's authority shall be restricted to either selecting the plan design submitted by the Committee or the plan design submitted on behalf of the County Commission. The Insurance Committee representative(s) and the County Human Resource Director shall also be advised of the Insurance Committee schedule and shall set a date with the arbitrator in advance of any known dispute in order to insure a timely decision in the event the resolution process is necessary. In the event the resolution process hearing is

not necessary, County shall pay any cancellation fees. Each party shall be responsible for their costs of presenting their case to the arbitrator and any of his/her fees shall be split equally with the Insurance Committee (Associations) paying half and County paying half.

5. **Mediation Process:** If an impasse occurs prior to going to binding interest resolution, the parties agree to contact the selected individual from the forgoing list of arbitrators to mediate the dispute. Should mediation not resolve the dispute, an expedited hearing with the selected neutral shall occur.

6. **Release Time:** Any insurance committee member shall be granted time off from their assigned duties with Washoe County to attend the hearing at the County's expense. No overtime costs shall be paid to any employee attending the hearing.

D. Medical Claims Review:

Should there be a dispute over a medical claim under the County's self-funded health plan, it shall be resolved in the following manner: The Insurance Appeals Committee shall first attempt to resolve disputes, not related to medical necessity, as outlined in County's self-funded health plan document(s) claims procedures. If the dispute remains unresolved, it shall then be referred to the separate arbitration procedure that has been established under the County's self-funded health plan. The aggrieved employee and the County shall each pay one-half (1/2) of the cost of arbitration.

E. Retiree Health Insurance:

The Retiree Health Insurance benefit is based on the employee's original date of hire and total years of County service.

1. For those individuals employed by the County between May 3, 1977 and January 13, 1981, the following provisions apply:

(a) The County will pay 50% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of ten (10) years of full-time County employment.

(b) The County will pay 75% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of fifteen (15) years of full-time County employment.

(c) The County will pay 100% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of twenty (20) years of full-time County employment.

The payments specified in a, b, and c, above, will be made in accordance with and are subject to all applicable laws in effect at the time of the employee's retirement, and are contingent upon the employee being medically eligible to be reinstated into the County's Retiree Health Insurance Program if there has been a break in coverage under the County's Health Plan.

2. For those employees hired on or after January 13, 1981, the provisions listed in Section E.1. above, are applicable except that in order to receive the County provided premium contribution, the individual must enroll in the retiree health insurance benefits and must be an employee of Washoe County immediately prior to drawing retirement benefits. The individual may also enroll anytime thereafter, without the County provided premium contribution, if eligibility and enrollment requirements under NRS 287.025 are met.

3. The parties recognize that the cost of retiree health insurance should be considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. Based upon this, the parties further recognize that the funding

of the retiree health insurance program must be addressed during the period of employment of active employees in order to try and ensure the fiscal integrity of the program in the future and in order to try and ensure that the benefit upon retirement can be provided. Additionally, the parties recognize that the prefunding of the service cost of this program, which is addressed below, only represents a portion of the funding obligations of this program and that the parties will address the unfunded liability portion of this program in the future. At the point in time when the retiree health insurance program is fully prefunded, with no unfunded liability remaining, the retiree health insurance program will be fully considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. With those mutual recognitions and understandings, the parties herein agree to prefund the program annually at the actuarially determined service cost amount attributable to this bargaining unit beginning July 1, 1996. The amount of the service cost attributable to this bargaining unit will be a percentage of the number of employees represented by the bargaining unit compared to the number of employees covered under the County's Health Benefit Program.

4. For those employees hired on or after September 17, 1997 through June 30, 2010, the County will pay the portion of the medical insurance premium in the form of a subsidy as established by the County. This subsidy may only be used to offset the cost of the medical plan premiums offered through the Washoe County Retiree Health Benefits Program. Upon reaching the age of Medicare eligibility, employees referenced in this section must enroll in Medicare Parts A and B, with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County Retiree Health Plan. In order to receive the County provided premium contribution, the individual must enroll in the retiree health insurance benefits and must be an employee of Washoe County immediately prior to drawing retirement benefits. The individual may also enroll anytime thereafter, without the County provided premium contribution, if eligibility and enrollment requirement under NRS 287.0205 are met.

5. Washoe County will provide a monthly subsidy to the employees referenced in paragraph 4 at the rates provided in Appendix B based on age and total years of County service prior to retirement from the County, with a minimum of five (5) years of service and maximum of twenty (20) years of service. Effective January 1, 2020, the amounts in the schedule shall be adjusted to the nearest dollar to reflect any change using the CPI Medical Index during any year there is an increase to the medical plan premiums. When medical premium amounts do not change, there shall be no change to the subsidy schedules for the coinciding plan year.

6. For those employees hired after June 30, 2010, employees are eligible to enroll in a County Retiree Health Plan immediately upon retirement and the drawing of their retirement benefits, or anytime thereafter, if eligible under the requirements outlined by NRS 287.0205. There will be no retiree medical health care premium contribution (percentage or subsidy amount) provided by the County. Upon reaching the age of Medicare eligibility, employees in this section must enroll in Medicare Parts A and B with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County Retiree Health Plan.

The County agrees to provide health insurance coverage and shall pay one hundred percent (100%) of the premium for spouses and dependent children of any member of the bargaining unit who is killed in the line of duty and which member has said spouse and dependent children covered under the County's medical insurance plan at the time the member was killed. The spouse shall be covered until normal retirement age or remarriage, whichever occurs first. The dependent children shall be covered up to the age of twenty-six (26).

## **ARTICLE 22 – UNIFORM ALLOWANCE**

A. Washoe County shall pay all employees an uniform allowance at the rate of two hundred fifty dollars (\$250) per quarter, payable quarterly the first payday in April, July and October and the last payday in December.

B. The County of Washoe shall furnish the required uniforms to every new employee and to any present employee when required by the Chief or their designee to replace uniform items, which uniforms shall remain the property of the County.

C. The uniform color(s), manufacturer(s), and overall design(s) shall be determined by the Chief or their designee. Any future changes in uniform design(s), implemented by the Chief or their designee, shall result in the uniform furnishment to apply to all current employees for the purpose of updating their uniforms.

D. When replacement of any item of uniform or equipment is required due to normal wear, such replacement shall be at the County's expense. When replacement of any item of uniform is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

E. Washoe County will reimburse an employee for the repair or replacement cost of a non-uniformed item of clothing or equipment that is damaged or destroyed in the line of duty up to an amount not to exceed the maximum cost of the equivalent uniformed item of clothing or cost of equipment. In order that an affected employee receives the benefit of this section, he/she must immediately report a claim after any work-related incident. The report shall detail the event and its effect on the employee's clothing or equipment. The report shall be approved by the Chief or their designee.

## **ARTICLE 23 - SAFETY EQUIPMENT**

A. Washoe County shall furnish safety equipment to every new employee, and to any current employee when required by the Chief or designee to replace such items, which items shall remain the property of Washoe County.

B. Upon employment, Washoe County shall pay each employee five hundred twenty-five dollars (\$525.00) toward the purchase of a weapon. Any weapon purchased must be approved by the Chief. The employee shall own the weapon and will be responsible to maintain and service the weapon. The employee must qualify with the purchased weapon as directed by the Chief or their designee.

C. In recognition that a duty weapon (pistol/handgun) has a lifespan, the County shall reimburse employees a one-time Duty Weapon Replacement Allowance of up to five hundred twenty-five (\$525.00) to assist in the purchase of a replacement duty weapon. The employee shall own the duty weapon and will be responsible to maintain and service the duty weapon. The employee must qualify with the purchased duty weapon as directed by the Chief. In order to be reimbursed for the allowance, the employee must have ten (10) years of continuous County service and the employee must furnish the County with a valid sales receipt for the new duty weapon.

D. Washoe County shall pay all employees a safety allowance of two hundred fifty dollars (\$250.00) per quarter payable the first payday in April, July and October and the last payday in December.

E. In the interest of safety, both to the Washoe County community and the employees, the Chief and the Association will meet, as needed, for the purpose of consulting on work related safety equipment and technologies.

#### **ARTICLE 24 - RETIRING MEMBERS**

When an employee is "honorably retired" in accordance with NRS 202.350(8)(b), the County may provide that employee with one retired identification card and one retired shield.

#### **ARTICLE 25 - DUES DEDUCTION**

A. The County agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deduction from their wages in writing, such membership dues as may be uniformly assessed by the Association. Such deduction shall be at no cost to the Association.

B. The remittance to the Association shall be forwarded to the Treasurer of the Association on a bi-weekly basis.

C. There shall be no restriction on the right of an employee to terminate his dues deduction.

D. The County Comptroller will be notified in writing of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. A change in the rate of membership dues must take effect on the first day of the start of a pay period.

#### **ARTICLE 26 - DISTRIBUTION OF CONTRACT**

This Agreement shall be posted on the Washoe County Human Resources website within thirty (30) days of BCC approval.

#### **ARTICLE 27 - INVESTIGATIONS**

For purposes of investigations, members of the bargaining unit shall be accorded all of the rights provided to peace officers pursuant to NRS 289.

#### **ARTICLE 28 - PERSONNEL INFORMATION**

A. An employee covered hereunder shall, on his/her request and by appointment, be permitted to examine his/her personnel file, which shall be kept in the Department of Human Resources. An employee may be given a copy of any material in his/her file, upon request.

B. No material derogatory to an employee shall hereafter be placed in his/her personnel file unless a copy of same is provided the employee. The employee shall be given an opportunity to submit explanatory remarks for the record.

#### **ARTICLE 29 - DISCIPLINE, SUSPENSION AND DEMOTION**

A. Just Cause Standard: The County shall not demote, suspend or take any other action against a permanent, classified employee without just cause. The County shall notify the employee affected and the Association of all disciplinary actions taken.

B. Poor Performance: If the County alleges that an employee's work performance has fallen below standard, said employee's supervisor shall inform the employee promptly and specifically of such lapses before issuing a warning letter or reprimand.

C. Use of Prior Discipline: Nothing shall be used against an employee in a demotion, suspension or other disciplinary action unless the employee has been notified in writing.

D. An employee may appeal discipline, demotion, suspension or other forms of discipline through the Agreement's grievance procedure that shall be the exclusive remedy for the appeal of disciplinary actions.

### **ARTICLE 30 - DISCHARGE**

A. The County shall not discharge a permanent, classified employee without just cause. The right to protest a discharge pursuant to this Article shall be limited to non-probationary, classified employees.

B. Notice of Proposed Action: Before taking action to discharge an employee having permanent status in the classified service, the appointing authority shall serve on the employee and the Association, either personally or by certified mail, a Notice of Proposed Action, which shall contain the following:

1. A statement of the action to be taken.
2. A statement of the misconduct, including the actions and/or omission and grounds upon which the action is based.
3. If it is claimed that the employee has violated a rule or regulation of the County or Department, a copy of said rule shall be included with the notice.
4. A statement that the employee may review and request copies of material upon which the proposed action is based.
5. A statement that the employee has seven (7) calendar days to respond to the appointing authority in writing.

C. Response to Notice of Proposed Action: The employee or Association upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond or protest to the appointing authority in writing, before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend, in writing, the period to respond.

D. Suspension Pending Discharge:

1. The appointing authority may immediately suspend without pay an employee pending discharge for gross misconduct or conduct, which gives rise to a clear and present danger to public health and safety.
2. Notice of immediate suspension hereunder shall comply with the provisions of Paragraph B above and be served on the employee and the Association either personally or by posting by certified mail within twenty-four (24) hours of the effective time of suspension.

E. Suspension Pending Criminal Case: The appointing authority, upon giving notice as provided in Paragraph B above, may immediately suspend an employee against who there are pending criminal charges and which charge must adversely and directly affect the County service or conflict with continued employment, or is seriously and substantially disruptive of Department or County operations. Pending criminal charges exist when an employee has been named a defendant in a criminal complaint or indictment filed in any court.

F. Order of Discharge: In any action to discharge an employee having permanent status in a position in the classified service, after complying with the applicable requirements of Paragraphs A through E above, having reviewed the employee or Association response, if any, given pursuant to Paragraph C above, the appointing authority may order the discharge of the employee. An Order of Discharge shall:



- (1) be in writing;
- (2) state specifically the causes for the action;
- (3) state the effective date of such action, which shall not be less than seven (7) calendar days from the date of such order;
- (4) be served on the employee and the Association, either personally or by certified mail; and
- (5) be filed with the Human Resources Director.

G. Appeal of Order of Discharge: Either the employee or Association may protest the discharge, which protest shall be an appeal considered and processed in accordance with the Agreement's grievance procedure commencing at Level III.

## **ARTICLE 31 - GRIEVANCE PROCEDURE**

The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the conditions of a grievance appeal.

### **I. GENERAL PROVISIONS:**

#### **A. Definitions:**

1. Grievance: A grievance is a dispute by one or more employees or the Association concerning the interpretation or application of an expressed provision of this Agreement.
2. Grievant:
  - (a) A County employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved.
  - (b) The Association may file a grievance alleging a violation of contract terms in an attempt to avoid negative precedent. However, in no event may the Association assert a grievance appealing a disciplinary action "on behalf of" an Association member or non-member absent the signed approval of same.
3. Day: For purpose of this procedure, a day is defined as a calendar day.

B. All grievances shall be filed in writing, shall be dated as of the date filed, and shall specify the Collective Bargaining Agreement provision alleged to have been violated. The grievance shall also specify the facts, including names, dates, etc., which are alleged to constitute the violation.

C. A grievant(s) shall have the right to representation at each step of the grievance procedure.

D. Settlement of a grievance made under this Article shall be in writing.

E. Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties, except that the waiver of the time limits contained in Step 1 of this procedure, can only be agreed to on the part of the County by the County Manager or his/her designee.

### **II. GRIEVANCE PROCEDURE**

#### **STEP 1:**

Informal Discussion: The aggrieved employee shall take up the grievance with the Supervisor within 20 days of when the employee knew or should have known of the occurrence giving rise to the grievance. If the matter giving rise to the grievance is initiated at a level above the Supervisor, the grievance will start with the Chief. For those grievances that are initiated at the Supervisor's level, he or she shall attempt to adjust the matter at that time. If the grievance

is not settled during the informal discussion, the grievant shall submit it in writing to the Chief within seven (7) days of the informal discussion. The Chief shall render a decision in writing to the grievant within seven (7) days after receipt of the written grievance.

**STEP 2:**

For those grievances that are started at Step 1, in the event the grievant is not satisfied with the written response to the grievance, the grievant may refer the grievance in writing to the Director of Human Resources within seven (7) days after receipt of the written response. If the grievance is started at Step 2, the time limits for filing the grievance under Step 1, shall apply.

**STEP 3:**

If the grievant is not satisfied with the decision rendered at Step 2, within ten (10) days of receipt of such decision, the Association may make a request in writing for arbitration to the Director of Human Resources. The request shall indicate if the grievant is representing themselves rather than being represented by the Association and the matter may be submitted to arbitration, but particular attention is to be drawn to the provision of this Article regarding the cost associated with arbitration. The Parties recognize that assignment of authority to proceed to arbitration to the grievant does not alter recognition of the Association as the employee's representative pursuant to NRS Chapter 288.

**III. ARBITRATION PROCESS**

A. Issues to Arbitrate: Both Parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator.

B. Selection of Arbitrator: If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association or the Federal Mediation and Conciliation Service by either party. The selection of the arbitrator shall be made from the list provided by alternately striking names, the Association striking first or, if the grievant is representing himself, the grievant striking first.

C. Arbitration: The arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing which shall set forth his findings of fact, reasonings, and decision on the issues submitted. The arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any of the provisions of this Agreement.

D. Expenses: The expenses of arbitration, including the arbitrator's fee/cost and the expenses and costs of the arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. The parties shall be considered as the County and the Association or, if the Association has so delegated, and a grievant is representing himself, the County and the grievant(s).

**ARTICLE 32 - REDUCTION IN FORCE/LAYOFFS**

Whenever the County reduces in force or lays off any employee having permanent status because of lack of work or lack of funds, the following procedure shall be used:

A. The department head shall determine in which class or classes within the bargaining unit reduction in staff will have the least detrimental effect on departmental operations and will specify the layoff accordingly.

B. Within the bargaining unit, all nonpermanent employees shall be laid off before any permanent employees and in the following order: temporary, intermittent hourly, provisional and probationary.

C. All other conditions being equal; seniority shall be the determining factor for purpose of layoff and right to rehire. Seniority shall be defined as total service time within the bargaining unit. The employee with the least seniority shall be the first to be laid off. The order of rehire shall be in reverse order of layoff with the last or most senior employee laid off being the first to be rehired. Ties in seniority shall be broken by the drawing of lots. Periods of separation may not be bridged to extend service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in the bargaining unit within the period of his/her layoff eligibility, or unless an employee who separates is reemployed within one year and then works a minimum of one year upon reemployment.

D. An employee laid off in one class within the bargaining unit may displace another employee in another class within the bargaining unit if the laid off employee had previously attained permanent status in the other class and there is an employee in that class with less seniority. The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her.

E. The employee with the least seniority within the bargaining unit shall be displaced by the person who is laid off. The employee displaced shall be considered as laid off for the same reason, as the person who displaced him/her and shall in the same manner be eligible to displace. If two or more employees have the same displacement seniority to a position in a class, the order of displacement shall be determined by the drawing of lots.

F. All election and waivers of displacement rights by employees shall be made in writing.

All permanent employees laid off shall be placed on a reemployment list for the class in which the employee was laid off or for another class within the bargaining unit for which they meet the minimum qualifications. The reemployment list shall remain in effect for a period of two (2) years from the date of lay off.

G. Refusal of an employee to accept an appointment to a position in a class from which he/she was laid off or elected displacement may result in the removal from the reemployment list.

H. The Association will be informed of any pending reduction in force layoffs at least seven (7) days prior to the official notification of employees affected thereby. The notification will include the reasons for the layoffs and the number and types of positions affected. At this time, the Association may make its views and recommendations known to the Director of Human Resources concerning the implementation of such layoff. All layoffs will be carried out in strict compliance with applicable laws and regulations. Employees affected shall be given thirty (30) days notice of layoff.

I. The County will cooperate with any employee who is laid off as a result of a reduction in force layoff and the State Employment Service (or equivalent agency) in determining the rights to be afforded the separated employee(s) and will inform employees of the method and procedures to follow when applying for any available benefits.

### **ARTICLE 33 - 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 party under whose control the facilities are placed, the

Association shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:

- A. Any such meeting held in or on County property shall be without cost to the Association.
- B. No such meeting shall be allowed to interfere with normal County activities.
- C. This provision is not a guarantee to the Association that County facilities or buildings will be available to them 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 34 - ACCESS TO INFORMATION**

Upon written request of the Association, the County shall make available one copy of the following for the Association's retention and record:

- Tax rates.
- Classification information, including grade and step.
- Tenure information.
- Salary anniversary.
- Merit increase given to bargaining unit personnel.
- All budgetary information filed with the Nevada Tax Commission.
- Departmental budget request as well as tentative and final appropriations.
- Monthly trial balances.
- Any other relevant materials mutually agreed upon by the Parties.

#### **ARTICLE 35 - BULLETIN BOARD AND FACILITIES USE**

A. The County agrees to provide a space in the Department of Alternative Sentencing office area for the Association to post one (1) bulletin board. Said bulletin board shall not exceed three (3) feet by four (4) feet in area. Materials shall be posted upon the bulletin board specifically as designated and not on walls, doors, file cabinets or any other place. The material posted on the bulletin board shall not be obscene, defamatory, derogatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relationships with County employees. All posted material shall bear the identity of the sponsor, shall be signed by a duly appointed representative of the Association shall be neatly displayed, and shall be removed as soon as no longer timely. All costs incident to preparing and posting of Association material will be done by the Association.

#### **B. Meeting Rooms**

County meeting room facilities may be made available upon timely application for use by County employees and the Association. Application for such use shall be made to the party/department under whose control the facility is placed. The Association may be preempted from such use should the need for the facility arise for a County purpose.

C. Communications: For the purpose of communication of Association business, the County shall permit reasonable use of the County's communication systems (i.e., email, Teams), during the employee's breaks or non-work time, by the Association and its members for communications between the Association and its members. The Association and its members recognize there is no expectation or guarantee of privacy for such communication systems, and they are not confidential.

## **ARTICLE 36 - SAVINGS CLAUSE**

A. The Agreement is the entire agreement of the Parties, terminating all prior arrangements and concluding all negotiations during the term of this Agreement. The County shall from time to time meet with the Association to discuss its view relative to the administration of this Agreement. The Association may request discussions if it wishes.

B. Should any provision of this Agreement be found to be in contravention of any federal or state law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

C. In the event that Section B above is affected or Chapter 288 of the Nevada Revised Statutes is amended, the County and Association negotiating teams will meet within thirty (30) days of such decision or passage to discuss the ramification(s) on the current Agreement.

## **ARTICLE 37 - 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 38 - GRADES, CLASSIFICATIONS AND TITLES**

The Parties have entered into a point factor job evaluation process in which a job evaluation committee is granted authority to determine the points assigned to classifications in the bargaining unit pursuant to the Korn Ferry Classification process. The established Grades, Classifications and Titles in the Agreement are set forth in Appendix A. Changes may result in classifications and titles when the job evaluation committee has reclassified a job, or where new classifications are added. The County ascribes responsibility that setting grades, salary schedules and market pay differentials for classifications is the exclusive responsibility delegated by the County to Korn Ferry. Further, the Parties agree that appeals of classification or reclassification shall first go back to the job evaluation committee, and subsequent appeals shall be to Korn Ferry, and are not subject to the grievance and arbitration provisions of the Labor Agreement.

In the event that there is a permanent assignment of duties, which the Association or County believes alters the classification of an employee's position, the Association or County may request to have the employee's position studied. Such request shall be submitted to the Human Resources Department, setting forth in writing the reasons that form the basis for review. Human Resources shall discuss the changes with the employee(s) and management and prepare a new position description if necessary. The new description shall be submitted to the job evaluation committee, which will determine whether an existing classification is appropriate, or whether a new classification is necessary.

If the employee or Appointing Authority disagrees with the results of the reclassification request, they may request a further review by the job evaluation committee. If they still disagree, any subsequent appeal shall be to Korn Ferry, and are not subject to the grievance and arbitration provisions of the Labor Agreement.

The effective date of a position(s) reclassified to a class having a higher salary grade shall be either the date the position(s) was studied or ninety (90) days after the request to study the position(s) was received in the Human Resources Department, whichever occurs first. The status of employees so reclassified shall be governed by the provisions of the Merit Personnel

Ordinance. The effective date of a position(s) reclassified to a class having a lower salary grade shall be the date the position(s) was studied. An employee in a position so reclassified shall retain the employee's status in the lower classification, and if the employee's salary is above the top of the salary range for the lower classification, shall have the employee's salary frozen at their existing rate until the lower salary grade reaches the employee's frozen rate.

#### **ARTICLE 39 - DISTRIBUTION OF FINAL PAYMENT DUE A DECEASED EMPLOYEE**

If an employee dies while owed compensation by the County, the Parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

#### **ARTICLE 40 – DEFERRED COMPENSATION PLAN**

A. Provided the County offers a 26 USC §457 Deferred Compensation Plan, any employee hired into a position represented by the Association shall be automatically enrolled into the Plan at the time they are hired as described in Paragraph B, unless the employee opts out of the plan by contacting the recordkeeping service provider directly.

B. If the employee does not opt out of the plan, the County will automatically withhold from the employee's pay 3% of the employee's gross base wages, or such other amount as the employee designates, each pay period and deposit that pay into the §457 Deferred Compensation Plan in an account created for the sole benefit of the employee, unless and until directed to do otherwise by the employee.

a. The employee may elect to contribute an amount less or more than the 3% per pay period default amount and may opt out entirely.

b. An employee's election to contribute an amount or percentage other than the default amount of 3% may affect the employee's eligibility to receive a permissible withdrawal of all contributed funds within the first ninety (90) day period of the first payroll deduction.

C. Any employee hired into the position represented by the Association is subject to automatic enrollment into the Plan described in Paragraphs A and B above, with an initial deferral rate of 3% of the employees' gross wages. Additionally, these employees shall be subject to the Plan's Automatic Contribution Increase provision which will allow for an additional 1% of the employee's gross base wages to be deferred each year for a period of not more than seven (7) years and not to exceed 10% of the employee's gross base wages unless directed to do otherwise by the employee.

D. Deposits, withdrawals, and all other aspects of the employee's §457 account shall be subject to all Federal, State and County laws, regulations, policies, or other similar enactments applicable to the Plan offered by the County.

E. It is the intent of the Parties that only employee funds as described herein will be deposited into any §457 account, and that the County is not required, or authorized, to contribute County funds of any kind to any employee's §457 account pursuant to this or any other Article of this Agreement.


**ARTICLE 41 - TERM OF AGREEMENT**

This Agreement shall be effective on July 1, 2022 and shall continue in full force and effect through June 30, 2024.

Washoe County has the right to reopen this collective bargaining agreement for renegotiations under the circumstances, and pursuant to the processes, described in NRS 288.150(4) and NRS 288.150(2)(w).

IN WITNESS WHEREOF, The County and the Association have caused this Agreement to be duly executed by their authorized representative this 24<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Vaughn Hartung, Chair  
Washoe County Commission

  
\_\_\_\_\_  
Sean McVickers, President  
Washoe County  
Alternative Sentencing Officers Association

**APPENDIX A**  
**Salary Schedule**  
**Alternative Sentencing Officers: Supervisory**

**\* Effective: 07/01/22**

TITLE	CLASS CODE	GRADE	HOURLY RANGE			ANNUAL RANGE		
			MINIMUM		MAXIMUM	MINIMUM		MAXIMUM
Alternative Sentencing Sergeant	17550	EPQ	36.89	-	53.04	76,731.20	-	110,323.20

\*Reflects a 5% COLA effective 07/01/22

**\* Effective: 07/01/23**

TITLE	CLASS CODE	GRADE	HOURLY RANGE			ANNUAL RANGE		
			MINIMUM		MAXIMUM	MINIMUM		MAXIMUM
Alternative Sentencing Sergeant	17550	EPQ	38.18	-	54.90	79,414.40	-	114,192.00

\*Reflects a 3.5% COLA effective 07/01/23



**APPENDIX B  
Subsidy Schedule**

**Post 97/98 (Under Age 65)  
1/1/2022 – 12/31/2022**

<b>CALENDAR PLAN YEAR 2021</b>	
<b>Years of Service</b>	<b>Subsidy</b>
5	(\$128.00)
6	(\$168.00)
7	(\$205.00)
8	(\$242.00)
9	(\$281.00)
10	(\$318.00)
11	(\$356.00)
12	(\$393.00)
13	(\$432.00)
14	(\$471.00)
15	(\$508.00)
16	(\$546.00)
17	(\$584.00)
18	(\$621.00)
19	(\$661.00)
20	(\$698.00)

**Post 97/98 (Over Age 65)  
1/1/2022 - 12/31/2022**

<b>CALENDAR PLAN YEAR 2021</b>	
<b>Years of Service</b>	<b>Contribution</b>
5	(\$71.00)
6	(\$85.00)
7	(\$99.00)
8	(\$113.00)
9	(\$127.00)
10	(\$141.00)
11	(\$156.00)
12	(\$171.00)
13	(\$184.00)
14	(\$198.00)
15	(\$212.00)
16	(\$227.00)
17	(\$241.00)
18	(\$256.00)
19	(\$270.00)
20	(\$284.00)