

# **AGREEMENT**

**BETWEEN**

**THE COUNTY OF WASHOE  
STATE OF NEVADA**

**AND THE  
NON-SUPERVISORY EMPLOYEES  
NEGOTIATING UNIT**

**OF**

**THE WASHOE COUNTY  
EMPLOYEES ASSOCIATION  
2024 - 2028**



This Agreement made and entered into this 1<sup>st</sup> day of July 2024, by and between the Board of County Commissioners of Washoe County, hereinafter referred to as the County, and the Non-Supervisory Negotiating Unit of the Washoe County Employees Association, hereinafter referred to as the Association.

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## **ARTICLE 1 - PREAMBLE**

WHEREAS, the County and the Association are engaged in furnishing public services essential to the health, safety and welfare of the residents of the County; and

WHEREAS, the County, its employees and the representatives of its employees have a high degree of responsibility to the general public; and

WHEREAS, the parties to this Agreement and the employees covered by this Agreement recognize their responsibility to provide the services for which they are involved without interruption; and

WHEREAS, the parties understand that the Board of County Commissioners is charged by law with the duty and responsibility of operating and providing County Government services and in carrying out those duties and responsibilities in employing County Employees in its operation. The Terms and Conditions of employment of employees and County regulations and rules affecting the employment of those employees are matters of mutual concern to the County and the Association. It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations, exchanging communications and views and resolving any misunderstandings or grievances and to set forth herein article form of this Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment;

NOW, THEREFORE, the parties enter into this Agreement as a means of maintaining a harmonious relationship and fostering a responsible and peaceful labor relations policy.

## **ARTICLE 2 - RECOGNITION**

In accordance with the provisions of NRS 288, the County has recognized and does recognize the Association as the exclusive collective bargaining representative of those employees in the classifications set forth in Appendix A. This recognition is granted for the period during which the Association qualifies as the exclusive representative of those employees under the provisions of NRS 288.

The County shall provide, as requested, to the Association the name, classification and department of each new hire by the County who would be eligible for inclusion within the unit. All information furnished is for the exclusive use of the Association and shall not be used for another purpose or be given to any other person or organization without the express written approval of the employee involved.

This recognition does not include seasonal employees, temporary full or part-time employees and intermittent hourly employees.

Further, this recognition does not include individuals who are in the job classifications set forth in Appendix A if the individual is an unclassified employee pursuant to Chapter 5.093 of the Washoe County Code.

(Revised 7-1-19)

## **ARTICLE 3 - NON-DISCRIMINATION**

### **A. Employee Rights**

1. It is a prohibited practice for The County or its designated representative willfully to:
  - (a) Interfere, restrain or coerce any employee in the exercise of any right guaranteed under Chapter NRS 288.
  - (b) Dominate, interfere or assist in the formation or administration of any employee organization.
  - (c) Discriminate in regard to hiring, tenure or any term or condition of employment to encourage or discourage membership in any employee organization.

(d) Discharge or otherwise discriminate against any employee because he/she has signed or filed an affidavit, petition or complaint or given any information or testimony under this chapter, or because he/she has formed, joined or chosen to be represented by any employee organization.

(e) Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter.

(f) Fail to provide the information required by NRS 288.180.

2. Any complaint alleging a violation of this subsection shall be submitted to the Local Government Employee-Management Relations Board and shall not be subject to the Grievance Procedure, Article 32.

**B. Non-Discrimination**

1. The parties hereto agree not to willfully discriminate against any employee on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, protected disability, or national origin as defined under NRS 613.330.

2. Any complaint alleging a violation of this subsection shall be submitted to the appropriate administrative agencies having responsibility for enforcing state and federal laws governing non-discrimination in employment and shall not be subject to the Grievance Procedure, Article 32.

(Revised 7-01-19)

**ARTICLE 4 - DUES DEDUCTION**

1. The County shall deduct dues from the salaries of Association members and pay over to the proper officers of the Association the money so collected. Provided, however, that no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form shall specify any Association restrictions on the employee's right to terminate his/ her dues deduction authorization.

2. The Association shall indemnify and hold the County harmless against any and all claims, demands, suits and all other forms of liability, which shall arise out of or by reason of action taken or not taken by the County at the request of the Association under the provisions of Section I above.

3. The Association shall certify to the County in writing the current rate of membership dues. The County will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

4. The County will continue to honor existing dues deduction authorizations currently on file.

**ARTICLE 5 - EMPLOYEE REPRESENTATIVES & RELEASE TIME**

The County recognizes and agrees to work with representatives of the Association on all matters relating to this collective bargaining agreement and other matters in which the Association or its members are a party.

The term "Matters in which the Association or its members are a party" shall mean activities such as service on committees, boards, or taskforces; negotiations (including statutory impasse procedures); attending county functions or meetings; disciplinary and grievance matters (including employee representations, hearings, and meetings); trainings or conferences/conventions (including travel); arbitrations, mediations, or fact-finding sessions; meetings with county management, human resources, or department management; meetings

with employees needing Association services; testifying, providing comments to, or meeting with government official or bodies; etc.

The term "Representatives of the Association" shall mean the elected members of the Board of Directors of the Association, county employees appointed by the association, hired employees of the association, attorneys or other professionals hired by the association, etc. The Association shall provide the County with a list of accredited representatives of the Association.

Release time shall be permitted to the employees and for the purposes described in this Article. Release time should typically be limited to 2 hours, though it is understood that in some instances, additional time may be needed. Should additional time be required, a reasonable effort will be made to inform the impacted department and Human Resources. Release time shall be capped at 520 cumulative hours per calendar year for the Association. Should the annual cap be exceeded, the Association shall reimburse the County for all straight time hours utilized in excess of the annual cap.

Release time requires the advanced approval of the concerned employee's supervisor, division director, or department director. In cases in which there is a disagreement as to whether or not the release time shall be approved, the Association President shall have meaningful discussions with the Director of Washoe County Human Resources to resolve the matter and make a final determination.

(Revised 07-01-24)

## **ARTICLE 6 - MANAGEMENT RIGHTS**

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

- (a) Hire, direct, promote, transfer, or assign employees;
- (b) Suspend, demote, discharge, or take other disciplinary action against any employee for just cause;
- (c) Lay off any employee because of lack of work or lack of funds;
- (d) Determine staffing levels, establish job classifications, work performance standards, the content of the workday, and workload factors;
- (e) Determine the quality and quantity of services to be offered to the public and the methods, means and personnel by which its operations are to be conducted;
- (f) Maintain the efficiency of its governmental operations; and
- (g) Take whatever actions may be necessary to carry out its responsibilities in emergency situations.

Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain the functions of the County. It is further understood and agreed that these management rights shall not contravene either the terms of this Agreement or the duty to negotiate over those subjects set forth in NRS 288.150, subsection 2.

## **ARTICLE 7 - CONSULTATION**

The parties hereto will use their best efforts to consult with one another on matters of personnel policies and practices, wages, hours and conditions of employment.

## **ARTICLE 8 - SALARIES OF PERSONNEL**

### **A. Salaries of Personnel**

1. The Schedule of Salary ranges of all personnel covered by this Agreement is set forth in Appendix B, with the appropriate effective dates. 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, 3, (a), (2). In adopting the Schedule of Salary ranges, the parties recognize and agree that the percentage differential between entry salary and maximum salary for a given grade is not and should not be the same for all grades.

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

- a. Effective July 1, 2024, the County agrees to provide a cost of living adjustment to all positions covered by the WCEA contract in the amount of 3%. (See Appendix B)
- b. Effective July 1, 2025, the County agrees to provide a cost of living adjustment to all positions covered by the WCEA contract in the amount of 3.25%. (See Appendix B)
- c. Effective July 1, 2026, the County agrees to provide a cost of living adjustment to all positions covered by the WCEA contract in the amount of 3.5%. (See Appendix B)
- d. Effective July 1, 2027, the County agrees to provide a cost of living adjustment to all positions covered by the WCEA contract in the amount of 3.25%. (See Appendix B)

3. The grade for each class represents the range of pay rates for full-time biweekly employment unless the compensation plan specifically states otherwise. Unless otherwise indicated in the compensation plan, rates of pay set forth represent the base total compensation in every form except for overtime compensation. Reimbursement of an employee for expenses incurred in operating the employee's private motor vehicle for the convenience of the County shall not be deemed to be a part of total compensation.

4. Each employee in the classified service shall be paid within the salary range in the grade for the appropriate class.

5. An employee who works a fixed variable proportion of the established workweek, such as one-half time, one-quarter time, or hours as needed shall be paid for the actual hours worked.

6. Employees whose employment is terminated after the end of this agreement, but before a successor agreement is reached, if applicable, shall not be entitled to receive retroactive pay or benefits even if the successor agreement provides for retroactive increases in pay and/or benefits. This provision shall apply regardless of the reason an employee's employment has been terminated.

(Revised 7-01-24)

#### B. Merit Salary Increase

1. The amount of the merit salary adjustment paid pursuant to the Washoe County Merit Personnel Ordinance shall be 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 1/2 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 30 days or less shall not result in a new anniversary date. Authorized leave without pay in excess of 30 days shall establish a new anniversary date commencing with the employee's return to active service.

4. An employee shall be eligible for a merit salary increase upon:

(a) Each anniversary date of the employee's employment in such job classification annually thereafter until the maximum salary is reached in that job classification. The anniversary date is normally considered to be that date an employee commences work in that job classification to which the employee has been most recently appointed.

(b) An employee who is not given a merit salary increase on the employee's annual merit review date is eligible to receive the merit salary increase at any later pay period within the

immediately succeeding annual review period. Granting a delayed merit salary increase in any succeeding pay period shall not affect the employee's anniversary date, and will not extend the annual merit review date.

5. Within the employ of each County department, the procedures used to evaluate an employee shall be uniformly and consistently applied in accordance with the guidelines established by the Human Resources Department. In the event a merit increase is not granted, the employee will be informed in writing of the specific reason(s) for denial and may within seven (7) days of such notification, request a review before the employee's supervisor and the department head or the employee's designee to discuss the reason for the denial. The reason for the denial may be reviewed by the department head and Association representative. Upon request of the employee or the supervisor, a representative of the Human Resources Department may be present. If no resolution is reached and the employee files a grievance as provided for in this Agreement, the issue of whether the department acted arbitrarily and capriciously in denying the merit increase may be submitted to arbitration.

6. For purposes of determining eligibility for merit salary increases, employees shall be rated standard or better, and upon meeting such requirements shall then be eligible for a merit increase. If an employee does not receive the employee's performance evaluation within fifteen (15) days after the employee's anniversary date, the merit increase shall be granted retroactive to the date it was due. If an employee is unavailable for the supervisor to give the evaluation because the employee was on leave, or unavailable to meet, following their anniversary date, the fifteen (15) days shall be extended for the period the employee was on leave or otherwise unavailable.

#### C. Salary Adjustments

When an error is discovered in an employee's compensation calculation, the Human Resources Department shall make the appropriate adjustment retroactive, not to exceed one year from the date the error is discovered.

(Revised 7-1-05)

When the merit salary adjustment is delayed solely through administrative or clerical error, the adjustment shall be made effective as of the date it was properly due.

(Added 7-1-10)

#### D. Hazard Duty Pay

For employees in the job classifications of Forensic Investigator I/II, or Sewer Systems Worker I/II, who are assigned to a drug laboratory response, or other similarly hazardous situations, including pandemic response, requiring specialized hazardous materials training shall, on the approval of the supervisor or designee, receive a five percent (5%) differential during the actual period of time they are being utilized during an employee's working hours. The hazard pay differential must be recorded on an hour for hour basis or major fraction thereof.

(Revised 7-1-22)

E. Field Training Officer (FTO) Pay

A department head or designee may authorize employees in the job classifications of Communications Call Taker, Communications Specialist, Criminal Information Specialist, Forensic Investigator II, Medicolegal Death Investigator/Technologist, Sheriff Field Specialist, and Sheriff Support Specialist (Booking/Central Control/Property Crimes) to perform as Field Training Officers (FTO's). Such employees 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.

(Added 7-01-22)

F. Criminalist Specialty Pay

Employees within the Criminalist Job Classification Series who are assigned to the Forensic Investigation Section (crime scene response) of the Washoe County Sheriff's Office Forensic Science Division, shall receive a five percent (5%) differential while assigned to that Section. This does not apply to employees within the Criminalist Job Classification Series who are not assigned to the Forensics Investigation Section but may assist Criminalist within that section as assistants at a crime scene.

(Added 7-01-24)

### **ARTICLE 9 - MEAL PERIOD/REST BREAKS**

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 or as outlined in an alternative work schedule agreement between management and staff.

All employees shall be granted two fifteen (15) minute rest periods during the shift, which shall not be combined except as provided below. 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 or as outlined in an alternative work schedule agreement between management and staff.

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.

Rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

Employees who are required to work four (4) or more hours beyond their regular shift shall be granted a fifteen (15) minute rest period. To afford employees an opportunity for a meal during such extended work schedules, employees may request that this additional rest period be combined with an earlier rest period to create a one-half (1/2) hour meal period, which shall be considered as hours worked.

(Revised 7-1-01)

### **ARTICLE 10 - STANDBY TIME AND CALLBACK**

Standby time is defined as time, other than normal working hours, when an employee is required by the employee's appointing authority or designee to notify the employee's department of the employee's exact location or is required to carry an electronic device so that the employee may be immediately contacted. Employees are expected to report to work within forty-five (45) minutes to one (1) hour from the time a call is received. This provision does not apply to Park Rangers or

Roads Supervisors who reside at County provided residences. An employee assigned standby will be paid \$6.00 per hour with a guaranteed minimum payment of \$60.00 for each standby assignment, except as provided for herein.

An assignment consists of a period of consecutive hours during which an employee is on standby. For example, if an employee is assigned to standby between 5:00 p.m. and 12:00 midnight that same day, the employee shall be paid \$60.00 for the seven (7) hours standby time (one assignment). If an employee is assigned to standby between 5:00 p.m. Friday and 8:00 a.m. Monday, the employee shall be paid \$378.00 for sixty-three (63) hours standby time (one assignment). Except in an instance where an employee voluntarily consents; standby time between 5:00 p.m. Friday until 8:00 a.m. the following Monday shall be assigned as one continuous assignment. Absent the voluntary consent of an employee, no standby time assignment, during said sixty-three (63) hour time period shall be for less than the entire said time frame. Employees working a non-traditional workweek who are placed on standby on times other than 5:00 p.m. Friday through 8:00 a.m. the following Monday shall be paid the standby rate for the actual hours of such assignment, subject to the guaranteed minimum payment referred to in this Article.

If an employee is called to work during a standby assignment, standby pay shall stop during the period when the employee is working. In this instance the employee shall only be paid for actual hours on standby and shall not be guaranteed a minimum of \$60.00 for each standby assignment.

Any employee who is called back to work during a time when the employee is not regularly scheduled to work, shall be paid for the actual time spent at work with a guaranteed minimum of two (2) hours of work-time regardless of having worked less than two (2) hours except as provided herein. If an employee is called back to work more than once during the same off-duty period, the employee shall not receive the guaranteed minimum of two (2) hours callback if the subsequent callback period is within the hours for which the employee has already been compensated. If the subsequent callback is beyond the hours for which the employee has already been compensated, another two (2) hour minimum callback shall apply. Examples: If an employee is called back to work at 9:00 p.m. and works until 9:30 p.m., the employee will be credited with two (2) hours of work-time or as if the employee actually worked until 11:00 p.m. If that employee is subsequently called back to work at 10:00 p.m. that same evening and works until 10:30 p.m., the employee will be credited with one-half (1/2) hour work-time for the second callback, or a total of two and one-half (2-1/2) hours for both callbacks. If the second or third callback occurs at 2:00 a.m., the employee will be credited with an additional two (2) hours callback.

If an employee is on standby and receives a work call and is not required to report to the workplace but rather performs actual work at home, such time shall be considered as time worked. Said work-time shall be rounded to the nearest fifteen minutes using normal round off rules. If an employee is compensated for work-time at home, standby pay shall cease for any hour or portion thereof which the employee is compensated as hours worked. Such work time is not considered callback and the two (2) hour minimum does not apply.

If an employee is called in 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.

The rate at which these hours are to be compensated shall be in accordance with the overtime provisions under Article 13. The employee's work time shall start when the employee actually reports to work and ends when the employee is released from work. Travel time from an employee's home or non-work location to work and back shall not be considered as work time.

(Revised 7-1-19)

## **ARTICLE 11 - REPORTING PAY/SUITABLE WORK PLACE**

The County shall provide a safe and suitable work place, which shall include, but not be limited to, the promulgation and enforcement of regulations prohibiting work place violence and restricting employees from having a firearm in the employee's possession inside the work place or in a County

vehicle or piece of equipment, except where such possession is permitted (1) in the performance of the employee's essential functions, (2) where a judge is a permittee authorized to carry a concealed firearm and carries a concealed firearm in the courthouse or courtroom presided over by the judge or while traveling to and from the courtroom of the said judge, (3) where a judge authorizes a permittee authorized to carry a concealed weapon and carries a concealed firearm in the courthouse or courtroom presided over by the judge or while traveling to and from the courtroom of said judge, or (4) where a prosecuting attorney of an agency or political subdivision of the United States or of this state is a permittee authorized to carry a concealed weapon and carries a concealed firearm in a public building. For purposes of this Article, the regular workday for full-time employees shall be considered to be eight (8) hours. A full-time employee reporting for work and no work is provided due to such factors as inclement weather, or a breakdown of a heating unit or other factor causing the closing of a building to the public or causing discontinuance of a major unit of a project, said employee shall receive four (4) hours of pay at the employee's regular rate of pay. In the alternative, the County may require the affected employee work at another building in the same department and at the same grade.

If after four (4) hours an employee is released from duty for reasons as described above, the employee shall not be required to report to another location and shall be paid for eight (8) hours of work.

A part-time employee who reports to work and is released from duty as described above, shall have the reporting pay prorated based upon the employee's regularly scheduled hours for the day in question. Part-time employees may also be reassigned to another location under the same conditions described above for full-time employees.

(Revised 7-1-99)

## **ARTICLE 12 - SHIFT DIFFERENTIAL/SHIFT BIDDING**

### **A. 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 and annual leave, holidays and other leaves with pay, even though the employee is still formally assigned to a qualifying shift.

(Revised 7-01-19)

An employee who, at the direction of management for reasonable and articulable operational needs, is reassigned from a bid shift eligible for the differential to a shift which is not eligible for the differential shall continue to receive night shift differential for the remainder of the shift bid. There shall be no carryover of night shift differential on a non-qualifying shift from one shift bid to another shift bid.

(Added 7-01-05)

### **B. Shift Bidding**

#### **WC SHERIFF'S OFFICE:**

Due to the nature of work being performed in the Sheriff's Office, it is recognized that certain classifications covered by the agreement work in shifts. These classifications are: Sheriff's Support Specialist – Booking/Central/Property, Sheriff Field Specialist, Office Assistant II (working in Inmate

Property), Communications Specialist, Communications Specialist Supervisor and Inmate Work Program Leader. For the purposes of this agreement, shift bidding shall be applied as follows:

Sheriff's Support Specialist (all options) – Employees in these classifications shall bid for shift/days off, by option within the classification, on the basis of seniority within the classification. Bidding shall occur every four (4) months. An employee shall be allowed to continue on the same shift until such time as he/she is bumped by a senior employee. An employee may not be bumped from one option by a senior employee and may only transfer from one option to another option in the Sheriff's Support Specialist classifications when there is a vacancy in that option and they are certified as proficient in that option by management. If an employee transfers to another option and fails the required training program in the new option, he/she will return to the employee's previous option. The parties recognize that employees desiring to move from Sheriff's Field Specialist, to Sheriff's Support Specialist – Booking/Central/Property must follow the selection process applicable for promoting to another classification.

Office Assistant II (Inmate Property) – Employees in this classification shall bid for shift/days off by classification, on the basis of seniority within the classification. Bidding shall occur every four (4) months. An employee shall be allowed to continue on the same shift until such time as he/she is bumped by a senior employee.

Communications Call Taker, Communication Specialist and Communication Specialist Supervisor – Employees in these classifications shall bid for shift/days off by classification, on the basis of seniority within the classification. Bidding shall occur every four (4) months.

Inmate Work Program Leader – Employees in this classification shall bid for shift/days off by classification within their perspective work units (inside or outside) on the basis of seniority within the classification. Bidding shall occur every six (6) months. An employee shall be allowed to continue on the same shift until such time as the employee shall be bumped by a senior employee. Notwithstanding the single classification, employees desiring to change work units must follow the selection process applicable for promoting to another classification.

#### General Provisions

The bid will be posted for at least seven (7) days before the date of bidding. The awarded shift schedule shall be posted not less than fifteen (15) days prior to its effective date, which shall be defined as the first day after the current schedule end date. The Sheriff may, for reasonable and articulable operational needs, reassign employees who hold shift bids.

If a shift bid results in an employee being scheduled to work two consecutive shifts, employee shall work one-half of the required shift and shall be paid administrative leave for the remaining one-half shift.

(Revised 7-1-13)

Seniority for bidding shall be determined by the employee's last continuous appointment date within the classification within the Sheriff's Department. In the event of a tie, seniority shall be determined by the last continuous appointment date to any classification within the bargaining unit of the Sheriff's Department. If there is still a tie, seniority shall be determined by the rank on the eligibility list in the classification for which bidding is occurring and, then by a drawing of lots if there are identical rankings on the eligibility list.

#### ANIMAL SERVICES:

Animal Control Officers, Animal Services Assistants, Animal Services Caretaker, Animal Services Field Supervisors, Animal Services Kennel Supervisors, Animal Services Lead Caretakers, and Veterinary Technicians – Employees in these classifications shall bid for shift/days

off by classification, on the basis of seniority within the classification. The department shall establish the shift/days off for the bid, and bidding shall occur every six (6) months. The schedule shall be posted not less than fifteen (15) days prior to its effective date.

The Department may, for reasonable and articulable operational needs, reassign employees who hold shift bids.

(Revised 7-01-22)

### **ARTICLE 13 - OVERTIME, WORK DAY, WORKWEEK**

Except as provided herein, overtime means any time worked in excess of forty (40) hours in a week. Workweek in this Article shall mean those hours worked between 12:01 a.m. Monday and ending 12:00 midnight Sunday.

An employee shall only be paid for actual hours worked. For the purpose of computing overtime, however, except for time paid while on sick leave, time paid for but not worked including vacation, compensatory time, holidays, and personal leave shall be considered as time worked.

With the exception of normal "home-to-work" travel time, all travel time that is part of a one-day assignment outside of the normal work area or travel time that takes an employee away from home overnight is considered hours worked regardless of when the actual travel time occurs. For example, if an employee returns to Reno on an airplane at 11:00 p.m., after a four (4) hour flight, the employee will be credited with four (4) hours of work time, even though the flight occurred after 5:00 p.m. Upon arrival at the airport, the travel time it takes the employee to arrive home is not considered hours worked but rather normal "home-to-work" travel time. In addition to the actual travel flight-time, when an employee is attending mandatory training which is away from home overnight, layover time and time spent awaiting a flight is considered hours worked, provided, such time shall not exceed three (3) hours total per round-trip.

An employee whose position is budgeted for less than full-time shall not be deprived of additional work hours beyond the budgeted hours through the use of temporary or seasonal employees under the following condition: temporary or seasonal employees shall not be utilized to perform the duties of the permanent part-time employee during the period of temporary layoff of the permanent part-time employee.

No employee shall be required to take time off during the workweek in lieu of overtime.

The County has the right to schedule employee hours and to order overtime, but in scheduling employees' hours, shall endeavor to give an employee two (2) consecutive days off in a work week as defined above in this article. In exercising the right to schedule employee hours, the County agrees to consider employee requests for alternative work schedules, provided, establishment of such schedules is at the sole discretion of management. Except for emergencies, in the event management elects to change an employee's regular work schedule, management shall provide reasonable notice to the employee prior to the effective date of the schedule change. In the event an employee works an assigned schedule that does not contain two (2) consecutive days off in the work week, said employee shall be paid a differential of five percent (5%) above the employee's base pay for all hours worked in that work week, except as provided herein. Failure to receive two (2) consecutive days off in a workweek as a result of overtime is not considered part of an assigned schedule and shall not qualify an employee for the additional five percent (5%) differential.

(Revised 7-01-05)

Employees covered by this agreement shall receive overtime pay at the rate of one and one half (1-1/2) times their regular rate of pay. Such compensation shall be in the form of a cash payment or compensatory time off. Compensatory time off shall be limited to a total accumulation of two hundred forty (240) hours, except for the job classification of Communications Call Taker, Communications Specialist or any other classification or job title that qualifies under FLSA regulations may accumulate up to four hundred eighty (480) hours of compensatory time.

The decision as to whether compensation for overtime work shall be made in cash or time off shall be made at the time it is worked and shall be solely the decision of the employee. If an employee who has accumulated overtime credit terminates County employment before accumulated time has been taken or compensated for, all accumulated overtime shall be compensated for by the employing office or department at the time of termination.

Nothing in this Article shall require payment for overtime hours not worked. Overtime shall not be paid more than once for the same hours worked. Except for that overtime which is required as a result of emergency conditions, all overtime must have previous authorization of the department head or person acting on behalf of the department head, if compensation therefore is to be effected. (Revised 7-01-24)

### **ARTICLE 14 - CAREER INCENTIVE**

All employees covered hereunder who have completed a total of five (5) years or more of continuous full-time service with the County and who have been rated standard or better pursuant to the applicable performance evaluation program shall be entitled to longevity pay as shown in the table below. Employees who have worked or are now working in a permanent part-time position are eligible for Career Incentive after having worked or after having been in a paid leave status the same number of hours equivalent to a full-time employee.

An employee's seniority for career incentive 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 24, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

The period of time an employee is on leave without pay in excess of thirty-one (31) calendar days shall not count as qualifying time for career incentive.

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 equal semiannual installments payable on the first payday of June and December immediately following a determination of eligibility. In order for an employee not to receive a semiannual longevity payment, the employee must have received a below standard performance evaluation during the six-month period immediately preceding the semiannual eligibility review date.

For qualifying employees retiring or resigning in good standing before the due date of any semiannual increment, the amount of the payment shall be prorated.

<b>Total Years of Full-Time Service</b>	<b>Annual Longevity Payment</b>	<b>Amount of Semi-Annual Installments</b>
5 – 6	\$1,500.00	\$750.00
6 – 7	1,600.00	800.00
7 – 8	1,700.00	850.00
8 – 9	1,800.00	900.00
9 – 10	1,900.00	950.00
10 – 11	3,000.00	1,500.00
11 – 12	3,100.00	1,550.00
12 – 13	3,200.00	1,600.00
13 – 14	3,300.00	1,650.00
14 – 15	3,400.00	1,700.00
15 – 16	3,500.00	1,750.00
16 – 17	3,600.00	1,800.00

17– 18	3,700.00	1,850.00
18– 19	3,800.00	1,900.00
19– 20	3,900.00	1,950.00
20– 21	4,000.00	2,000.00
21– 22	4,100.00	2,050.00
22– 23	4,200.00	2,100.00
23– 24	4,300.00	2,150.00
24– 25	4,400.00	2,200.00
25– 26	4,500.00	2,250.00
26– 27	4,600.00	2,300.00
27– 28	4,700.00	2,350.00
28– 29	4,800.00	2,400.00
29– 30	4,900.00	2,450.00
30– or more	5,000.00	2,500.00

(Revised 7-1-22)

### ARTICLE 15 – HOLIDAYS

A. **Recognized Holidays:** The following official legal holidays will be observed by the County and its employees in accordance with NRS 236.015 and the Nevada PERS Official Policies (286.025):

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. June 19 (Juneteenth Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. Last Friday in October (Nevada Day)
9. November 11 (Veterans' Day)
10. Fourth Thursday in November (Thanksgiving Day)
11. Day after Thanksgiving (Family Day)
12. December 25 (Christmas Day)

Any other day declared as a State holiday by the Governor of the State of Nevada, or by the President of the United States to be a legal national holiday or day of mourning when public offices are closed or added to NRS 236.015 shall also be recognized as a County holiday.

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, June 19, 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, June 19, 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 work day before and the scheduled work day 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 work day before and the scheduled work day after the holiday.
- D. **Holiday Pay:** For purposes of this Article, dependent on an employee's regularly assigned/bid work day, "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. four (4), eight (8), nine (9), 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 work day 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 13 –

Overtime, Work Day, Work Week. 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.  
(Revised 7-1-24)

## ARTICLE 16 - VACATION

### 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 sixty (60) hours vacation leave.

Thereafter, employees shall accrue vacation credit at the biweekly equivalent of the rates established below.

<b>Annual Vacation Earning Rate</b>	
<b><u>Years of Continuous Service</u></b>	<b><u>Hours Earned</u></b>
Less than three (3) years	120 hours
Three (3) but less than five (5) years	160 hours
Five (5) but less than twenty (20) years	200 hours
Twenty (20) years or more	240 hours

(Effective on or before August 26, 2024)

2. For the purpose of computing credit for vacation, each employee shall be considered to work not more than forty (40) hours each week.

B. Vacation Accrual for Part-time Employees, Employees Holding More than One Position

1. On the first day of the pay period following completion of six (6) months of continuous County service, and thereafter, each part-time employee shall be allowed vacation credit prorated on the basis of the rates established in Section A for full-time employees. When an hourly paid employee works in excess of forty (40) hours per week, the excess hours shall not be credited for purposes of computing vacation with pay.

2. An employee who holds two or more part-time positions in the County service may combine the time in both positions for purposes of computing credit for vacation with pay. Combined part-time positions with the County shall not aggregate more than eight (8) hours per day total work time for vacation purposes. Authorized overtime shall not be credited for purposes of computing vacation with pay.

C. 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 24, or unless an employee who separates is reemployed within one year and then works a minimum of one year upon reemployment.

2. Vacation credit shall accrue only while an employee is in a paid status.

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. Vacation leave shall be charged on an hour for hour basis or major fraction thereof, if an employee has worked less than forty (40) hours in a week. Vacation credit may be accumulated from year to year not to exceed two hundred forty (240) hours. Amounts in excess of two hundred forty (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:

(a) On or before October 15, requests permission to take annual leave; and

(b) The employee's request is denied for any reason; the employee is entitled to payment for any annual 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 payment for the employee's unused annual leave must be made to the employee not later than January 31. 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.

4. Effective July 1, 2019, an eligible employee may elect to receive a cash payment for no less than sixteen (16) hours and no more than forty (40) hours of accumulated vacation leave in a calendar year. Such payment will reduce the employee's accumulated vacation balance by the hours compensated and may be made only once per calendar year, at the employee's current base rate of pay, provided the employee notifies their Department Head or designee and the Comptroller's Office in writing of such election on or before October 15. To be eligible, employees must have a minimum balance of one hundred twenty (120) hours of accumulated vacation leave at the time of the request, and be in a paid status. Payment will occur within two (2) pay periods of receipt on the regularly scheduled pay date.

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 or 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.

6. Once an employee's use of vacation hours has been approved by the appointing authority or his designee, the employee shall be allowed to take the vacation hours as approved unless the operational needs of the County require that vacation leave approval be rescinded. In the event that a rescission of approval occurs, the County shall reimburse the employee for any actual and reasonable non-refundable fees and costs incurred in connection with scheduling of the vacation at the previously approved time. Requests for reimbursement of the non-refundable fees and costs shall be submitted to the appointing authority, together with the supporting documentation and receipts, and forwarded to the Comptroller for reimbursement.

(Revised 7-1-24)

## **ARTICLE 17 - SICK AND PARENTAL LEAVE**

### **A. Sick Leave Accrual**

Each employee in the service of the County for less than ten (10) years shall be credited with sick leave at the rate of one and one-fourth (1-1/4) working days for each month (approximately 4.62 hours for each bi-weekly pay period) of full-time service, which is cumulative from year to year.

Part-time employees shall be allowed prorated sick leave on the basis of the rates established for full-time employees.

Each employee in the service of the County for ten (10) or more continuous years of service shall be credited with sick leave at the rate of one and one-half (1-1/2) working days for each month (approximately 5.54 hours for each bi-weekly pay period) of full-time service, which is cumulative from year to year.

Sick leave credit shall be earned only while the employee is in a paid status.

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 24, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

### **B. Sick Leave Accrual for Employees Holding More than One Position, Hourly Paid Employees.**

The provisions of Article 16 (Vacation) shall likewise apply to the earning of sick leave for such employees described in that Article.

### **C. Sick Leave Accrual and Payment on Separation.**

An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. If this date is earlier than the last day of the pay period, the sick leave with pay shall be prorated for that pay period. Upon death, retirement, or permanent disability, or upon termination of an employee after ten (10) years of full-time employment, or its equivalent if the employee has not served as a full-time employee, for reasons other than for just cause under Articles 31 and 33 hereof, an employee shall be compensated for the accumulated sick leave in excess of three hundred (300) hours at the rate of one (1) hour's pay at the employee's 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 accrual balances of three hundred (300) hours or less.

An employee, who is laid off and is reemployed under the provision of Article 24 of this Agreement, shall have the employee's previously uncompensated accrued sick leave at time of layoff restored.

(Revised 7-1-13)

D. Use of Sick Leave

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.

An employee is entitled to use accrued sick leave only:

When incapacitated to perform the duties of the employee's position due to sickness or injury.

For purposes of bonding after the birth or placement of a child due to adoption or foster care, leave is available pursuant to the Family and Medical Leave Act (FMLA) regardless of the gender of the employee. An employee taking bonding leave under the FMLA may use annual leave and compensatory leave in addition to sick leave.

(Added 7-1-19)

When quarantined;

When receiving required medical or dental service or examination; or

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

(Revised 7-1-10)

In the event of a death in the employee's immediate family, the employee may use accrued sick leave, coded as bereavement 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 ratio 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. Bereavement leave must occur within the first year after the death of the family member. Should additional leave be necessary, the Department Head may authorize the use of existing accrued leave credits or authorized leave without pay.

(Revised 7-1-19)

E. Approval and Substantiating Evidence for Sick or Bereavement Leave

The appointing authority shall approve sick or bereavement leave only after having ascertained that the absence was for an authorized reason. For sick leave absences in excess of 3 days, or cases of suspected sick or bereavement leave abuse, the appointing authority may require the employee to submit substantiating evidence, including but not limited to a physician's certificate, death announcement, or celebration of life announcement.

(Revised 7-1-24)

F. Transfer of Vacation Leave or Compensatory Leave

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 less than eighty (80) hours of combined sick leave, vacation, personal leave, and

compensatory leave, but who is otherwise eligible to take paid sick leave in accordance with the provisions of this section.

An employee's donation of vacation or compensatory leave shall be in increments of four (4) hours. Donated vacation or compensatory leave will be logged into the potential credit of the recipient employee in the order in which such donated time is received. Such time shall be transferred to the recipient employee in blocks of up to eighty (80) hours to cover a biweekly pay period in the order in which such donated time is received. When the donated vacation or compensatory leave is transferred, it shall be converted into money at the hourly rate of pay of the recipient employee. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer. In the event that the recipient employee no longer requires the use of any donated vacation or compensatory leave, the vacation or compensatory leave that has not been transferred to the recipient employee's sick leave balance shall not be processed and would remain in the donor employees accumulated leave balance.

The maximum number of hours that may be transferred to a recipient employee pursuant to this Article is four hundred eighty (480) hours in any calendar year.

(Revised 7-1-24)

#### G. 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.

(Revised 7-1-14) (Effective January 1, 2015)

4. The use of sick leave for attending the funeral of a family member and travel to and from, and attending to any family related business matters as described in paragraph D above shall not count towards the sick leave usage when calculating personal leave, as outlined in paragraph G.1. above.

(Added 7-1-16) (Effective December 26, 2016)

#### H. 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. Employees hired prior to September 17, 1997, who are incapable or restricted in the performance of their position for health reasons, who pursue either regular or disability PERS benefits, may apply for up to three years credit towards reaching the next plateau for payment of their health insurance premium upon retirement. Such application shall be to the Director of Human Resources who shall have discretion to grant or deny said request after review of all submitted health records and consultation with the employee and appointing authority.

(Revised 7-01-04)

I. The County agrees to continue efforts with PERS to gain authorization for the County to make the payment for accrued sick leave, per the qualifications and formula contained in this agreement, vacation and compensatory leave directly to PERS to purchase retirement credit on behalf of any employee who so elects, and the parties agree to implement said policy and incorporate it into the agreement upon such approval by PERS.

(Added 7-01-05)

J. Parental Leave: Subject to the requirements and limitations in this Article, employees covered by this Agreement who are eligible for leave under the Family and Medical Leave Act (FMLA) are eligible for up to four (4) weeks of paid parental leave following the birth of a child of the employee or the placement of a child with an employee for adoption or foster care.

1. Paid parental leave will not exceed four (4) weeks in any rolling twelve (12) month period, regardless of whether more than one birth, adoption, or foster placement occurs within that period.

2. Paid parental leave will run concurrently with any applicable FMLA leave. To receive paid parental leave, an employee must meet all qualifications for FMLA leave for the birth of a child of the employee or the placement of a child with an employee for adoption or foster care. Employees should consult the County's FMLA Policy for more information about FMLA leave.

3. In the event both parents are employed by the County, within the same Department and Division, and meet the criteria for parental leave, those parent employees may utilize up to 2-weeks of paid parental leave during the same period of time (concurrently).

4. An employee must take paid parental leave in one continuous period that falls entirely within twelve (12) months of the birth or placement of the child. Any unused paid parental leave will be forfeited twelve (12) months after the birth or placement of the child.

5. Holidays will not extend the period of paid parental leave.

6. Upon termination of employment for any reason, an employee will not be paid for any unused paid parental leave for which they were eligible.

(Effective 7-1-24)

K. Following ratification of the July 1, 2005 labor agreement, the parties agree to form a committee of management and association representatives to study options relating to issues surrounding sick leave usage, sick leave incentive programs, paid time off, and other concepts and best practices utilized in these areas. The determination of the feasibility of implementation of such programs shall be reserved to negotiations of the successor labor agreement unless mutually accepted, ratified and approved by the respective employee associations and the Washoe County Board of County Commissioners.

(Added 7-01-05)

## **ARTICLE 18 - LEAVES OF ABSENCE**

1. 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.
2. 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.
3. 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.
4. 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 employee's department head, for deposit in the County general fund, 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.
5. The Board of County Commissioners, upon the recommendation of the County Manager, may grant a leave of absence without pay in excess of (1) one year to an employee for the purpose of attending extended course 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.
6. Employees taking authorized education leaves may elect to use accumulated annual leave at their option.
7. Leave 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.
8. Leave of absence with pay shall be granted to an employee to act as a volunteer firefighter for 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.

9. Washoe County will provide military leave in accordance with Washoe County's Military Leave Policy and consistent with State and Federal law.

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

(Revised 7-1-22)

## **ARTICLE 19 - HEALTH PLAN**

### **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 charges 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.

Employees enrolled in the HDHP may be eligible for a Health Savings Account (HSA). The County agrees to contribute no less than 85% of the individual deductible to the eligible employee's HSA.

- a) For employees enrolled on the HDHP on January 1 of the plan year, this employer HSA contribution shall be provided and reflected on the first paycheck of the calendar year.
- b) Employees with a mid-year enrollment on the HDHP shall receive a pro-rated employer HSA contribution based upon the pay period the employee's benefits are effective.
- c) After an Employee has two years of continuous County service, regardless of health plan enrollment, the employee may select any available County health plan when they are eligible to enroll subject to the rules set by IRC Section 125 requirements.

### **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 Association – Non-Supervisory Unit
- (11) Washoe County Alternative Sentencing 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. The retiree employee shall be selected by a majority vote of the Board of Directors of the bargaining unit and shall therefore serve at the pleasure of the said Board of Directors.
- (16) The Committee Chairperson shall be appointed by the County Manager and will not have a vote on the Committee.

3. Recommendations to the 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 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.

4. **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 of their designated representative(s) who shall represent the Insurance Committee in selecting an experienced 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 Resources 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 ensure 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 E1. 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, and retiring prior to July 1, 2025, 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. For those employees hired on or after September 17, 1997 through June 30, 2010 and retiring on or after July 1, 2025, the County will provide the medical insurance premium in the form of a subsidy as established by the County, in the following manner:

a) Less than Twenty (20) Years of County Service:

(1) To receive the County provided subsidy contribution to the HRA. the individual must be an employee of Washoe County immediately prior to drawing retirement benefits with NVPERS.

b) Twenty (20) or more Years of County Service:

(1) To receive the County provided subsidy contribution to the HRA, the individual must complete 20 years of County service and separate from service through no fault of their own.

The subsidy contribution shall be administered in the following manner:

(2) The monthly subsidy shall be provided in a Health Reimbursement Arrangement (HRA) in intervals as determined by the County.

(3) Funds in this account do not roll over to the following year. Any funds remaining in the HRA at the end of each calendar year shall be forfeited back to Washoe County.

(4) The funds in this HRA shall be used to pay for the retiree's health insurance premiums in retirement. The individual may enroll in a plan through Washoe County or a plan of their choosing.

(a) If the individual elects a plan other than one provided through Washoe County.

The individual may re-enroll in a Washoe County plan in accordance with NRS 287.0205.

(5) Eligible expenses of the HRA shall be limited to after-tax premiums (Health, Dental, Vision, Medicare Part B, Medicare Part D, Medicare Supplement, and Long-Term Care insurance).

(6) Upon death of the retiree, any remaining funds in the individual's HRA shall be forfeited back to Washoe County.

(7) The County has the exclusive right to determine the third-party vendor for this plan and shall provide at least 90 days advanced notice should this vendor change.

(8) The County will provide communication and education materials to assist employees with understanding the plan.

6. Washoe County will provide a monthly subsidy to the employees referenced in paragraph 4 at the rates provided in Appendix D 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.

7. 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.

a.) Effective July 1, 2025, any employee who has at least fifteen (15) but less than twenty (20) years of continuous County service, and whose separation from service is not due to death or termination for cause, shall receive \$15,000 into a Post Employment Health Reimbursement Arrangement (PEHRA) for the purpose of paying health insurance premiums post-employment.

b.) Effective July 1, 2025, any employee, who has at least twenty (20) years of continuous County service, and whose separation from service is not due to death or termination for cause, shall receive \$35,000 into a PEHRA for the purpose of paying health insurance premiums post-employment.

The PEHRA shall be administered in the following manner:

- 1.) The County has the exclusive right to determine the third-party vendor for this plan and shall provide at least 90 days advanced notice should this vendor change.
- 2.) The County will provide communication and education materials to assist employees with understanding the plan.
- 3.) The County will comply with all state and federal regulatory requirements relating to managing the PEHRA.
  - a.) Regulations only allow legal spouses and legal dependents (not turning 27 or older in the tax year) to continue using the funds after the participants death. Funds cannot be passed on to non-spouse or non-qualifying dependent beneficiaries.
- 4.) Eligible expenses of the PEHRA shall be limited to after-tax premiums (Health, Dental, Vision, Medicare Part B, Medicare Part D, Medicare Supplement, and Long-Term Care insurance).

(Revised 7-1-24)

## **ARTICLE 20 - ON-THE-JOB-INJURY BENEFITS**

Sick Leave, Vacation Leave, and Compensatory Leave Time when receiving Industrial Insurance or Occupational Disease Benefits.

When a County employee is eligible at the same time for benefits under Chapter 616 or 617 of NRS (Industrial Insurance and Occupational Disease Acts) and for sick leave, vacation leave, and/or compensatory time, he/she shall not be required to use accrued sick leave, vacation leave, or compensatory time for the period during which Workers' Compensation Insurance benefits are being received.

Any employee who suffers a job-connected injury or illness in the course of the employee's employment with Washoe County for which benefits are paid under Chapter 616 or 618 of NRS may, at the option of the employee, apply for and receive accrued sick leave, vacation leave, and/or compensatory time during the course of such disability. The amount of sick leave, vacation leave, and/or compensatory paid to such employee for any pay period shall not exceed the difference between the employee's normal salary and the amount of any sick, vacation, and or compensatory time payment received, exclusive of reimbursement or payment of hospital or medical expenses.

Any time that is charged to an employee's sick leave, annual leave, or compensatory time used on the first day of a job-connected injury or illness which qualifies for disability benefits under Chapter 616 or 618 of NRS shall be credited back to the appropriate leave bank.

An employee may elect to forego being involuntarily placed into vocational rehabilitation pursuant to NRS Chapter 616C to afford themselves the opportunity to pursue other County positions for which they are qualified and for which they can perform the essential job functions of the position, with or without accommodation pursuant to the ADA. This shall not afford the employee any rights to a position and they shall compete for such positions on the basis of merit.

An employee who is utilizing sick leave to attend to therapy or follow-up appointments due to a job-related injury may request that they be allowed to flex their schedule to avoid using paid leave. Management will consider such requests in good faith and shall then advise the employee if the request can be accommodated. The parties recognize that the granting of such flex schedules at the discretion of management. Employees may also request unpaid leave to attend such appointments.

In instances where an employee has to attend to therapy or follow-up appointments due to a job-related injury where such appointments require travel in excess of 50 miles one way from the employee's place of employment, then the employee shall be compensated pursuant to NRS 616C.477.

(Revised 7-01-10)

**ARTICLE 21 - ALLOWANCE FOR USE OF PRIVATE TRANSPORTATION AND REIMBURSEMENT FOR ADDITIONAL INSURANCE PREMIUM**

In the event an employee covered hereunder is required to use the employee's private transportation for County business, the County will pay an allowance per mile equal to the amount specified under NRS 281.160. However, if this amount is greater than the amount allowable under Internal Revenue Service Regulations for tax purposes, then the County shall pay the maximum amount allowable by the Internal Revenue Service.

Should gasoline rationing become a reality, the County will make every reasonable effort to provide additional assistance within statutory limitations.

Washoe County shall reimburse employees for the additional insurance premium imposed by required business use of personal vehicles. Employees requesting such reimbursement must provide proof of additional business insurance premium to the appointing authority.

(Revised 7-1-97)

**ARTICLE 22 - POSITION OPENINGS AND EXAMINATIONS**

Position openings in the classified service which are announced on an open competitive or county-wide promotional basis shall be posted by the County on the Human Resources website for not less than ten (10) calendar days.

Washoe County encourages professional growth and strives to retain a talented workforce. The County also encourages its employees to seek lateral and promotional career opportunities within the County. With that in mind, upon giving a minimum of 3 days' notice to their immediate supervisor, employees shall be permitted to complete examinations and job interviews for county positions while on duty and in regular paid status. Examinations and interviews that take place outside of an employee's regular work schedule will not be paid.

(Revised 7-01-24)

**ARTICLE 23 - TRANSFERS**

If an employee is to be transferred by the County, he/she shall be given reasonable notice of such transfer.

No employee may be transferred solely for the purpose of harassment.

In the event of a protest of transfer under this article, the protest will be resolved in accordance with Article 32, "Grievance Procedure."

**ARTICLE 24 - REDUCTION IN FORCE - LAYOFFS - CONSOLIDATION REOPENER**

A committee including supervisory and non-supervisory WCEA members has been formed to study the classification series and make appropriate changes.

Whenever the County reduces in force or lays off any employee having permanent status in a County department because of lack of work or lack of funds the following procedure shall be used. The layoff procedure for a reduction applies to the entire department.

1. The department head shall determine in what class series and in which classes within that class series reductions in staff will have the least detrimental effect on departmental operations and will specify layoff accordingly. A "class series," for purposes of layoff, is defined as a normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty. Within a class series, the minimum qualifications, tests for fitness, duties and responsibilities are similar but different in level. The List of Class Series is set forth in Appendix C.

2. Within the department and in the class series selected and the class specified, all nonpermanent employees of the department shall be laid off before any permanent employees and in the following order: Temporary, provisional and probationary. A person who attained permanent status but is serving a new probationary period because of a promotion is considered a permanent employee for purposes of layoff. An employee, who has been employed in a class series for a period of time equivalent to the minimum required to complete a probationary period but, because of promotions within that class series, has never completed a probationary period, shall be considered a permanent employee for purposes of layoff.

3. Seniority within a class shall prevail as the determining factor for purpose of layoff and right to rehire. An employee's seniority within a class for layoff and displacing purposes shall include all periods of service within the class from the employee's last continuous permanent County employment date except as provided herein. An employee who transfers or voluntarily demotes from one class to another class shall be allowed to include all periods of service within the former class from the employee's last continuous permanent County employment date for determining seniority. For these purposes, a "transfer" is defined as the movement of an employee from a position in one class to a position in another class having the same salary grade. Periods of separation may not be bridged to extend service for purposes of class seniority 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 the class within the period of the employee's layoff eligibility.,

Periods of separation may be bridged to extend service for purposes of benefit accruals if the separation is a result of a layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of the employee's layoff eligibility.

NOTE: The parties recognize and agree that the foregoing language "all other conditions being equal," has been removed and is inapplicable for the period of this contract, and said removal shall only be in effect through June 30, 2014).

(Revised 7-1-13)

4. A person laid off shall be entitled to displace to positions in the employee's department under either of the following circumstances:

(a) to a position in a lower class in which he/she formerly held a permanent appointment and in which there is an employee with less seniority, or

(b) to a position in a lower class within the class series, even though the person had not previously held a permanent appointment within the lower class, and in which there is an employee with less seniority. Within the class series, an employee's seniority in a higher class shall count as seniority in the lower class for displacement purposes.

5. In the event of interdepartmental transfers or promotions, an employee so transferred or promoted and who is laid off shall have the right to displace an employee in the employee's former department having less seniority in the class formerly occupied. This interdepartmental displacement shall remain in effect until such time as the employee's seniority in the new department exceeds that of the former.

6. Permanent part-time employees may displace only employees holding permanent part-time positions.

7. A permanent full-time employee may displace a permanent part-time employee with less seniority in the same class or in a lower class under the same conditions governing full-time permanent displacements.

8. The employee with the least seniority 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:

(1) seniority as determined by continuous service from the employee's last continuous permanent employment date with the "department" in the class of the layoff and in classes having the same or higher maximum salary;

(2) if the order of the displacement is still not resolved by #1 above, the order of displacement shall be determined by seniority as determined by continuous "county" service from the employee's last continuous permanent County employment date.

When job classification seniority, permanent department employment in the same or higher level job class(es), and County employment are still equal as provided above, layoff shall be determined by drawing lots.

9. In the event that a county program, service or function is discontinued or modified to the extent that it results in the abolishment of a job family and/or job classification and subsequent reclassification of all affected individuals in the job family or job class into a new job family and/or new job class the County and the Association will, with due diligence, discuss an agreement that preserves the seniority of the individual or group of individuals that have been reclassified to a new job family or new job classification. In the event the parties fail to come to an agreement, either party may submit the issue pursuant to the grievance procedure set forth in Article 32.

10. An employee shall first displace within the department in which he/she is currently employed. In the absence of an election by the employee to waive the employee's displacement rights, he/she shall displace in the highest class in which he/she has displacement rights. If he/she has displacement rights in two or more classes at the same level, he/she shall displace in the class in which he/she has greater displacement seniority. If he/she has displacement rights in the employee's highest class in more than one department, he/she shall displace in the department in which he/she has the most displacement seniority. If the employee's department seniority is equal in two or more classes or departments, he/she shall displace in that class or department in which the employee with the least seniority is working.

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

12. When simultaneous layoffs occur in a class series, the layoff will occur first in the higher class, followed by displacement to the lower class. When displacements in the lower class have been completed, the layoff in the lower class will occur.

13. The names of permanent employees who have elected displacement or temporary demotion pursuant to the provisions of this Article must be placed first upon the reemployment list for the class or position involved, in reverse order of displacement or temporary demotion. The employee who was last to displace or demote is the first on the reemployment list, and must be given preference in rehiring. Each person on such a list retains eligibility for appointment for an unlimited period of time except as provided for in Section 14 below.

14. All permanent employees laid off shall be placed on a reemployment list for all positions in their class series and which positions are not at a higher level than previously held. All such employees must be given preference for rehiring. Names of employees laid off shall remain on the reemployment list for two (2) years except as provided for in Section 15 below.

15. 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.

16. 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. This 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 Human Resources Director concerning the implementation of such layoffs. 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.

17. 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 in applying for any available benefits.

18. In the event the County is evaluating contracting, selling, leasing or assigning any existing County programs or responsibilities to a successor employer, the County agrees to notify the Association of the options being evaluated and agrees to meet with the Association to allow a reasonable opportunity to make their views and recommendations known concerning the options. Following such discussions, should the County determine a successor employer will be allowed to assume any County programs or responsibilities that would result in the layoff or termination of employees covered by this agreement, the County shall attempt, in good faith, first, to arrange for the placement of such employees within the County without negative impact to their salary, and second, will attempt to relocate displaced employees within the framework of any new delivery system with the successor employer. The parties recognize the County's inability to absorb displaced employees or place them with the successor employer is not subject to the grievance/arbitration provisions of this agreement.

19. The County agrees to notify the WCEA at such time as the County determines to pursue the matter of consolidation of County services with another agency. In such an event, the parties agree to negotiate over the impact such consolidation may pose for members of this unit as required pursuant to NRS 288.

(Revised 7-01-09)

## **ARTICLE 25 - UNIFORMS, CLOTHING, EQUIPMENT AND UTILITIES**

The Employer shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are now required to be supplied by the employee, such requirement shall continue; where such tools are presently supplied, the practice shall continue. The County shall replace all worn out or damaged hand tools used by Equipment Mechanics on the job up to a maximum replacement value of Four Hundred Twenty-Five Dollars (\$425.00) in a fiscal year. Where uniforms are required and for so long as they may be required, the Employer shall furnish, maintain and replace the uniforms so required except as provided herein. When replacement of any uniform is required as a result of an employee's negligence, such replacement is at the employee's expense.

In lieu of maintaining uniforms directly or through contract facilities, the County shall pay a uniform maintenance allowance at the following monthly rates:

<b>Class Code</b>	<b>Title</b>	<b>Rate</b>
2216	Animal Services Officer	\$40.00
19278	Animal Services Officer Lead	\$40.00
2204	Inmate Work Program Leader	\$40.00
4017	Park Ranger	\$40.00
4018	Range Master (Parks)	\$40.00
2202	Sheriff Field Specialist	\$40.00
16825	Animal Services Assistant	\$30.00
15054	Animal Services Caretaker	\$30.00
18776	Animal Services Lead Caretaker	\$30.00
2105	Building Inspector	\$30.00
2100	Building Inspector Trainee	\$30.00
2254	Medicolegal Death Investigator/Tech.	\$30.00

16131	Sr. Building Inspector	\$30.00
19277	Veterinary Assistant	\$30.00
15052	Veterinary Technician	\$30.00

In the event that a new job classification necessitates a uniform allowance after this agreement goes into effect, an allowance may be implemented upon approval by the Director of Human Resources.

The following provision applies to the payment of utilities at County provided employee residences:

In lieu of the County paying for utilities, Park Rangers or other designated Park and Roads employees who reside at County-provided residences shall be paid \$150 per month.  
(Revised 7-1-22)

Uniformed Civilian Sheriff Office employees, as identified and approved by the Sheriff's Office, will be provided standard issue vests as part of a five (5) year cycle rotation. In lieu of the standard issue vest, the employee may receive reimbursement for the current cost of the standard issue vest to be used toward the purchase of a Level II or Level III Ballistic Vest issued in accordance to the current distribution process in effect not to exceed eleven hundred dollars (\$1,100.00) per vest.

(Added 7-1-16)

**ARTICLE 26 - IN-SERVICE TRAINING**

In-service training that is required by the Employer is included in hours of work.

**ARTICLE 27 - BULLETIN BOARDS AND MEETING FACILITIES**

Adequate bulletin boards shall be provided by Washoe County and designated for use by the Association to communicate with departmental employees. Material shall be posted upon the bulletin boards specifically as designated, and not on walls, doors, file cabinets or any other place. The material posted on the bulletin boards shall not be obscene, defamatory 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.

Use of County Facilities.

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 under whose control the facilities are placed.

For the purpose of communication of Association business, the County shall permit reasonable use of the County's e-mail system by the Association and its members for communications between the Association, its members and the appointing authority or his designee in regards to the interpretation and enforcement of the parties collective bargaining agreement and/or the management and operation of the Association. Such use shall be limited to an employee's work breaks or non-working time whenever possible and shall not interfere with the employee's assigned duties and responsibilities.

(Revised 7-1-99)

## **ARTICLE 28 - JOB CLASSIFICATION, PAY GRADES AND OUT OF CLASS ASSIGNMENTS**

The parties have entered into a point factor job evaluation process in which a Job Evaluation Committee (JEC) is hereby granted authority to determine the points assigned to classifications in the bargaining unit pursuant to the Hay methodology job evaluation process. Established classifications, pay grades and job titles in the Agreement are set forth in Appendix A, B and C. Changes may result in classifications and titles when the JEC has reclassified a job or where classifications are added or eliminated. The parties agree that setting pay grades, salary schedules and market pay differentials for classifications are the exclusive responsibility delegated by the parties to the contracted classification vendor. Further, the parties agree that appeals of classification or reclassification requests shall first go back to the JEC and subsequent appeals shall be to the contracted classification vendor and are not subject to the grievance and arbitration provisions of the Labor Agreement.

(Revised 7-1-15)

Proposed duties and responsibilities or significant changes to existing responsibilities assigned to a position shall be submitted to the JEC for a determination of the appropriate classification. The JEC's determination of the points assigned to a new classification shall determine the appropriate pay grade.

Nothing herein shall restrict management's right to assign and allocate responsibilities to positions.

(Revised 7-01-15)

The parties recognize the County's right to assign and direct its employees. However, the County will endeavor to keep employees working within their respective classifications.

In the event the County conducts a classification study that results in changes to classifications covered under this agreement, the County agrees to meet in good faith and have meaningful discussions with WCEA concerning the implementation of the proposed changes as a result of the classification study.

### **A. Reclassifications**

In the event that there is a permanent assignment of duties, which the employee or the county believes alters the classification of the employee's position, the employee or county may request to have the employee's position studied. Such request shall be submitted to the Human Resources/Labor Relations Department, setting forth in writing, on the prescribed forms, the reasons that form the basis for the review and the duties and responsibilities assigned to the position or positions under review. Documented reason(s) for submitting reclassification requests and new or revised position description(s) shall be submitted to the JEC, 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 JEC. If they still disagree, any subsequent appeal shall be to the contracted classification vendor, 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 reclassification was approved by the JEC or by the contracted classification vendor or ninety (90) days after the request to study the position(s) was received in the Human Resources/Labor Relations 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.

#### B. Temporary Assignments

In the event there is a temporary assignment of duties of a higher classification, the employee shall be compensated according to the following policies and procedures:

1. Pay for work in a higher classification is a short-term remedy in those instances where temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position or when there is a vacant position in a higher classification requiring the temporary assignment of duties prior to filling the position.
2. The department head will decide which employee will be assigned and request authorization by submitting the prescribed forms, to the Human Resources/Labor Relations Department which, in turn, will forward the request with a recommendation to the County Manager's Office for final approval or disapproval. In making the assignment, the department head shall assign the work to the next lower classification provided there are capable employees available. Employees selected for the assignment are expected to meet the minimum qualifications for the higher classification. Selection of persons not meeting the minimum qualifications may be made only when a person who meets the minimum qualifications is unavailable.
3. In order to receive pay for work in a higher classification, the nature of the assignment must be such that the employee in the lower classification becomes fully responsible for the duties of the higher classification and the assignment is for a period of at least fifteen (15) consecutive calendar days. Assignment of the employee must be to a position presently classified and allocated to the Basic Salary Schedule. An employee may file a complaint with Human Resources to contest the calculation of the required fifteen (15) consecutive days should the days be unexpectedly abridged.
4. Higher pay will be applied retroactively to the first day of the assignment, provided that the conditions listed above are met, and will be for a period not to exceed six (6) months. There may be extensions of such periods upon submission of a new request form.
5. In the event that a department head makes a higher classification assignment as provided for above, and a request for pay for work in a higher classification is not submitted, a grievance may be filed under Article 32. If it is determined that such assignment was made under the conditions set forth above, higher pay will be applied retroactively to the first day of the assignment, notwithstanding the time limits contained under Article 32, provided, however, that higher pay will in no instance be applied retroactively for a period of more than six (6) months from the date the grievance was filed. This exception to the time limits contained under Article 32, will only apply to situations where grievances are filed during the assignment in question or within one year of the assignment ending. Any grievance that is filed after one year of the assignment ending will not be accepted as timely.
6. 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). Any incentives and special differentials accruing to the employee in the employee's permanent position shall continue at the permanent rate, except for the five percent (5%) special increment provided for under Section 5.123 of the Merit Personnel Ordinance.
7. The employee's status in the employee's regular classification continues and their anniversary and salary review dates are determined by the employee's regular classification.
8. If overtime pay, shift differential and/or work location differential is allowable payment will be made on the basis of the rate of pay for the higher classification.

9. Pay for work in a higher classification shall terminate when the regular incumbent of the higher position becomes available to perform the duties of the position or, if the position is vacant, when the position is filled.

(Revised 7-1-24)

### C. Training Assignments

An employee may be assigned to a higher classification without any additional compensation as part of a formal training program established for the purpose of providing qualifying experience to employees. Prior to such assignment, the appointing authority shall prepare a formal training program which shall include the method for selection for training opportunities, method of instruction and evaluation standards for determination of qualifying experience sufficient to satisfy the recruitment standards for the classification in which they are training. The formal training program will be provided to the Association for review and comment prior to adoption and the final program must have the approval of the Director of Human Resources prior to assignment of any employees for training.

The parties further recognize that such training assignments may include participation by non-supervisory employees in the existing Washoe County Core Supervisory Training Series of classes.

(Revised 7-1-04)

## **ARTICLE 29 - PERSONNEL INFORMATION**

An employee covered hereunder shall, on the employee's request and by appointment be permitted to examine the employee's personnel file, which shall be kept in the Human Resources Department. An employee may be given a copy of any material in the employee's personnel file if it is to be used in connection with a grievance or a personnel hearing.

No material derogatory to an employee covered hereunder shall hereafter be placed in the employee's 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, which remarks shall be placed in the employee's personnel file.

Upon written request of an employee, disciplinary material that has been in the employee's file for a period of six years will be removed from the employee's personnel file excluding those materials referred to under Article 33 as exceptions to the 18 month provision.

Disciplinary materials removed from an employee's personnel file may be maintained by the Human Resources Department as historical records of discipline imposed and for the purpose of providing a defense in any future employment litigation involving the County, provided, however, in such event, the County shall not disclose the identity of an employee unless a court of competent jurisdiction shall determine that such disclosure is relevant to the said litigation.

(Revised 8-15-00)

## **ARTICLE 30 - 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 unit personnel
- All budgetary information filed with the Nevada Tax Commission

- Departmental budget requests as well as tentative and final appropriations
- Monthly trial balances
- Any other relevant material mutually agreed upon by the parties.

### **ARTICLE 31 - 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, permanent classified employees.

B. **Notice of Proposed Action:** Before taking action to discharge a permanent classified employee, 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 proposed to be taken.
2. A statement of the alleged misconduct, including the actions and/or omissions 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, department or district, a copy of said rule shall be included with the notice.
4. A statement that the employee may review and request copies of materials 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, or designee, may extend, in writing, the period to respond.

D. **Suspension Pending Discharge:** An 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. 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:** An appointing authority, upon giving notice as provided in Paragraph B above, may immediately suspend an employee against who there is pending a criminal charge(s) and which charge(s) adversely and directly affect the County service or conflict with continued employment, or are 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 and 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 [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, and [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 procedures of Article 32, Grievance Procedure commencing at Level II.  
(Revised 7-1-22)

## **ARTICLE 32 - GRIEVANCE PROCEDURE**

### I. General Provisions

#### A. Definitions

1. Grievance: A grievance is a dispute by one or more employees or the Association concerning the interpretation, application or claimed violation 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 on behalf of an employee or group of employees who are covered by the provisions of this Agreement and who are adversely affected by the matter being grieved.
3. Day: For purposes of this procedure, a day is defined as a calendar day.

#### B. Effect of a Grievance

The making or filing of a grievance shall not prevent the County, a department head, a department supervisor, or other authorized person from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken even though the action may involve or be a part of the subject matter of the grievance.

#### C. Written Submission of Grievance

The written grievance submission shall state the circumstances over which the grievant(s) claims to be aggrieved, the specific Article(s) of this Agreement which are in dispute, how the interpretation, application or claimed violation of this Agreement is affecting him/her to the employee's detriment and the redress sought.

#### D. Copies

A copy of each official written communication on a grievance shall be filed with the Human Resources Director and with the Association Office for record purposes.

#### E. Conference Time

Association business conducted by non-employee representatives must be conducted during the employee's work breaks or lunch period. Association business shall not interfere with the employee's duties. Representatives must obtain permission from the employee's immediate supervisor before entering the work area during working hours. Upon entering during breaks or lunch periods, representatives must identify themselves and make arrangements to meet with a particular employee.

#### F. Representation

A grievant(s) shall have the right to representation by one (1) Association representative at each step of the grievance procedure.

### II. Grievance Procedure

#### Level I - Department:

The grievant shall take up the grievance with the employee's department head within forty-five (45) days of its occurrence. The department head shall attempt to adjust the matter at that time. If the grievance is not settled during the informal discussion, and the grievant wishes to pursue the matter, the grievant shall submit it in writing to the employee's department head within seven (7) days of the informal discussion. The department head shall render a decision in writing to the grievant within seven (7) days after receiving the grievance.

In departments with manager level divisions, a department head may require that the informal discussion required at this level shall be with the division manager. If not resolved at the informal level, and the grievant wishes to pursue the matter, the written grievance shall be submitted to the department head within seven (7) days of the notification of the employee by the division manager that the informal discussion will not resolve the grievance.

#### Level II – County Manager or Designee:

If the grievant is not satisfied with the decision rendered by the department head, the employee may appeal the decision to the County Manager or his/her designee within seven (7) days of receiving the decision by submitting the written appeal to the Human Resources Director. The County Manager or his designee shall render a decision in writing to the grievant and to the Association within seven (7) days of receiving the appeal.

#### Level III - Arbitration:

1. If the Association is not satisfied with the decision rendered at Level II, the Association may within seven (7) days of receiving the decision, notify the Human Resources Director in writing that it wishes to submit the grievance to arbitration.

2. Within seven (7) days of receiving the Association's written notice of submission to arbitration, the Human Resources Director or designee shall meet with the Association's representative to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of names for seven (7) arbitrators shall be made to the American Arbitration Association or the Federal Mediation and Conciliation Service in the selection of an arbitrator. The parties shall strike the names from said list with the order of striking determined by a toss of a coin. The parties shall be bound by the rules and procedures of the American Arbitration Association or the Federal Mediation and Conciliation Service in the selection of an arbitrator.

3. 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 date of the hearing which shall set forth the arbitrator's findings of fact, conclusions of law 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 upon the parties.

(Revised 7-1-22)

### III. Condition

#### A. Failure to Act

If the management response to a grievant at any level of the procedure is not appealed within the prescribed time limits, said grievance shall be considered settled on the basis of the last answer provided, and there shall be no further appeal, review or resubmission of said grievance. Should management not respond within the prescribed time limits, the grievance shall proceed to the next level.

#### B. Waiver of Time Limits

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 any of the time limits contained in Level I

of this procedure can only be agreed to on the part of the County by the division or department head.

C. Arbitration

All hearings held by an arbitrator shall be in closed session and no news releases shall be made concerning the hearing.

The arbitrator's fees, costs and expenses and the costs of any court reporter and transcript shall be borne equally by the parties. All other expenses incurred by either party shall be borne by the party incurring the expense.

The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement. In cases involving discharges, suspension, demotion or other disciplinary actions, the arbitrator may determine whether the action taken was for just cause, and, if not, what remedy would be appropriate under the circumstances, up to reinstatement and full restoration of all wages and benefits with no loss of rights in order to make the employee whole. In case of immediate suspension pending discharge, the arbitrator may, in the discharge protest, determine the validity of the suspension.

(Revised 7-1-99)

### **ARTICLE 33 - DEMOTION, SUSPENSION AND DISCIPLINE**

The County shall not demote, suspend or take any other disciplinary action against an employee without just cause. The County shall notify employees affected and the Association's Grievance Committee in writing of all disciplinary actions taken. If it is claimed that an employee has violated a rule or regulation of the County, Department or District, the County must have notified the employee in writing of such rule or regulation prior to taking disciplinary action. The posting of rules or regulations on departmental bulletin boards shall be deemed sufficient notification. The effective date of such rules or regulations shall be seven (7) days from the posting on bulletin boards, or if individual copies are provided to employees, shall become effective immediately upon receipt.

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. The County may not take disciplinary action against an employee if more than forty-five (45) days has transpired from the date the appointing authority had knowledge of the occurrence of the matter upon which the disciplinary action is being taken. If the County takes disciplinary action against an employee for a matter that exceeds the forty-five (45) day time limit, the County must demonstrate extenuating circumstances as to why the time limit had to be exceeded. Notification to an employee that is within the forty-five (45) day time limit that a matter is being investigated will satisfy the time limit requirement even though the ultimate disciplinary action taken occurs beyond the forty-five (45) day time limit.

Nothing shall be used against an employee in a demotion, suspension or other disciplinary action unless the employee has been notified in writing. In the event that there has been such notification, that notification shall not be used against an employee if it has been in the employee's file for a period of eighteen (18) months, discounting periods of leaves of absence, provided that there has been no notification for the same or similar conduct during that eighteen (18) month period. This eighteen (18) month limitation does not apply 1) to any discipline rising to the level of a suspension or demotion, or 2) to any disciplinary action taken against an employee arising out of a matter covered under Title VII of the Civil Rights Act of 1964. The purpose of the second exception is to allow consideration of both the seriousness of the employee's proven offense and the record of the employee with the County in determining the degree of discipline administered, given the County's specific legal obligations under Title VII.

An employee may appeal discipline, demotion, suspension or other form of discipline through the grievance procedure of Article 32, which shall be the exclusive remedy for the appeal of disciplinary actions.

(Revised 7-1-01)

### **ARTICLE 34 - BILINGUAL LANGUAGE SKILLS**

Employees who are pre-identified and utilized by the County to provide bilingual language skills, which are not a minimum qualification for an employee's job classification, shall, on the approval of the department head or designee and Human Resources, receive a five percent (5%) differential during the actual period of time that the bilingual skills are being utilized during an employee's working hours. The bilingual pay differential shall be paid for the actual time spent performing bilingual language skills, recorded on an hour for hour basis or major fraction thereof, with a guaranteed minimum of one (1) hour per day regardless of having performed bilingual skills for less than one (1) hour per day except as provided herein. Employees not performing bilingual language skills on a scheduled workday excludes them from receiving the guaranteed one (1) hour per day minimum for that day.

In positions where employees are utilized by the County to use bilingual language skills in providing County services to the public, where such bilingual skills are not a minimum qualification for the individual's job classification or position, the employee's work assignments, workload, and the expectations of the County as to the employee's performance in terms of quantity of work shall be adjusted to reasonably reflect the employee's absence from their regular duties to perform such bilingual role.

(Revised 7-1-22)

### **ARTICLE 35 – ASSIGNMENT DIFFERENTIAL/INCLINE TRANSPORTATION ALLOWANCE**

#### **Assignment Differential (Incline/Gerlach/Vya):**

Employees assigned at Incline Village and residing at Incline Village, Crystal Bay, Brockway, Kings Beach, Tahoe Vista, Agate Bay, Carnelian Bay, Cedar Flats, or Tahoe City, shall be paid an assignment differential of four hundred dollars (\$400.00) biweekly except as provided herein.

Employees assigned at Gerlach or Vya shall be paid an assignment differential of one hundred fifteen dollars and sixty-three cents (\$115.63) biweekly except as provided herein.

Employees who are provided living facilities by the County or are otherwise receiving living assistance from the County are not eligible for the above provisions.

Effective 2004, and each year thereafter, the foregoing assignment differential amounts shall be increased at the beginning of the first pay period in February equal to the annual percent increase in the Consumer Price Index- All Urban Consumers (CPI-U) for the prior calendar year.

#### **Incline Transportation Allowance:**

Effective July 4, 2022, employees who are assigned at Incline Village who do not reside there, use their personal vehicle to and from work, and who do not have access to a County vehicle shall receive one hundred fifty dollars (\$150.00) transportation allowance per pay period. Travel time from an employee's home or non-work location to work and back shall not be considered as work time.

Effective 2023, and each year thereafter, the foregoing transportation allowance amount shall be increased at the beginning of the first pay period in February equal to the annual percent increase in the Consumer Price Index-All Urban Consumers (CPI-U) for the prior calendar year.  
(Revised 7/01/22)

### **ARTICLE 36 - PARKING ALLOWANCE**

The County shall provide Fifteen Dollars (\$15.00) per biweekly pay period parking allowance for employees working in downtown Reno who are not provided free parking. At such time as the County constructs a parking facility, employees receiving the allowance will be required to park in the County facility and pay the required fee to the County. The County's fee charged for the employee shall not exceed the parking allowance set-forth in this Article.

The County agrees to continue to pay the biweekly parking allowance to employees working in downtown Reno who are not provided free parking, if they utilize public transit, provided, the employee must document their continued purchase of the RTC monthly transit pass.

The County agrees to continue to evaluate the parking situation and accept any policy the Board adopts concerning parking reimbursements for WCEA.  
(Revised 7-1-05)

### **ARTICLE 37 - PORTABLE TOILET FACILITIES**

Where other sanitary facilities are unavailable to fieldwork crews, employees shall be permitted to leave the worksite in a vehicle for the purpose of using public sanitary facilities at the closest available location upon notifying their immediate supervisor. If the County provides for portable toilet facilities in the vicinity of the worksite, employees must use these portable toilets and will not be permitted to leave the worksite for using other sanitary facilities.

(Revised 7-1-99)

### **ARTICLE 38 - PHYSICAL EXAMINATIONS REQUIRED BY COUNTY**

Washoe County will provide free of charge to the employee any physical examination required for job-related activities.

### **ARTICLE 39 - EDUCATIONAL FEES**

Washoe County will reimburse Washoe County employees for job-related courses taken upon satisfactory completion.

Courses taken under the provisions of this Article require prior approval by the County.

### **ARTICLE 40 - COPY MACHINE USE**

The County agrees to permit the use of County copy facilities by the Association. The Association shall be charged quarterly for such use at County cost. Use of these facilities shall be limited to five hundred (500) copies per month provided, however, that additional use may be allowed upon approval of the County Manager.

### **ARTICLE 41 - LABOR MANAGEMENT COMMITTEE**

1. A Committee of the County and Association (not to exceed three (3) representatives of each) shall meet monthly or more frequently when mutually agreed. The meetings will be held at 4:00 p.m. on mutually agreed dates and shall be for the purpose of:

- (a) Discussing the administration of this agreement;
  - (b) Exchanging general information of interest to the parties; and
  - (c) Giving the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.
2. As a courtesy and to facilitate the adjustment of work schedules, the Association's representatives will personally notify their immediate supervisors of the dates and times of such meetings immediately upon the parties reaching mutual agreement as to the date of any such meeting.
  3. Association committee members shall not lose pay nor be eligible for any overtime payment for time spent in any meeting authorized by the provisions of this Article.
  4. The Labor Management Committee shall be advisory only.

#### **ARTICLE 42 - GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement; and the parties agree that, in the event that any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of such laws, rulings, or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void cannot be separated from the remaining portion of this Agreement. The parties agree that, if and when any provisions of this Agreement are held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

#### **ARTICLE 43 - DISTRIBUTION OF CONTRACT**

This Agreement shall be posted on the Washoe County Labor Relations website within thirty (30) days of BCC approval.  
(Revised 7-1-13)

#### **ARTICLE 44 - CONTRIBUTION TO RETIREMENT FUND**

Commencing July 1, 1975, the County shall pay the employee's eight percent (8%) contribution to the Public Employees Retirement System.

Personnel who leave County employment between July 1, 1975, and the date of execution of this Agreement shall not be entitled to reimbursement from the County for their retirement contributions.

It is understood by the parties that the contribution payment hereinabove set forth is paid in lieu of cost-of-living increase for fiscal 1975-76.

Commencing July 4, 1988, the County shall pay an additional one-half percent (1/2%) to the Public Employees Retirement System for the increased contribution attributable to the employee.

It is understood by the parties that this additional contribution payment hereinabove set forth is paid in lieu of a cost-of-living increase for fiscal year 1988-1989 above the amount set forth in Article 8 of this Agreement.

#### **ARTICLE 45 - PROFESSIONAL LICENSE FEES**

The County shall pay for all professional license fees (e.g., Architect, Professional Engineer, Professional Land Surveyor) that are required by law and as part of an employee's job classification.  
(Revised 7-1-13)

## **ARTICLE 46 - DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE**

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include 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 47 – DEFERRED COMPENSATION**

A. Provided the County offers a 26 USC §457 Deferred Compensation Plan, any employee hired into a position on or after July 1, 2019 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.

1. The employee may elect to contribute an amount less or more than the 3% per pay period default amount, and may opt out entirely.
2. An employee's election to contribute an amount or percentage other than the default amount listed above 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. 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.

(Added 07-01-19)

## **ARTICLE 48 - DURATION OF AGREEMENT**

This Agreement shall take effect on July 1, 2024, and shall continue in force through June 30, 2028 and shall be automatically renewed from year to year thereafter unless amended in accordance with Articles 43 and 48. This renewal language shall expire upon the effective date of the succeeding agreement and shall not be automatically included in any future agreement except by express written agreement of both Parties.

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).

This Agreement may be amended at any time during its term only by the mutual written consent of the parties. Such amendments shall be lettered or numbered, dated and signed by the parties and, together with the attached Appendices, shall constitute a part of this Agreement. The parties hereto through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this 25<sup>th</sup> day of June, 2024.



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Justin Norton, President  
Washoe County Employees Association



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Alexis Hill, Chair  
Washoe County Commission

**APPENDIX A - CLASSIFICATION LISTING  
WCEA NON-SUPERVISORY - ADMINISTRATIVE UNIT**

For a listing of current classifications including pay grades and overtime rates, please visit the [Human Resources Labor Relations](#) website page.

**APPENDIX B - SALARY SCHEDULE  
REPRESENTED: WCEA NON-SUPERVISORY**

**SALARY SCHEDULE  
REPRESENTED: WCEA NON-SUPERVISORY  
\* Effective: 07/01/24**

Salary Grade		Hourly Range			Annual Range		
		Minimum	-	Maximum	Minimum	-	Maximum
W	08	20.55	-	26.72	42,744.00	-	55,577.60
W	09	22.60	-	29.38	47,008.00	-	61,110.40
W	10	25.06	-	32.58	52,124.80	-	67,766.40
W	11	27.37	-	35.58	56,929.60	-	74,006.40
W	12	29.56	-	38.42	61,484.80	-	79,913.60
W	13	31.92	-	41.49	66,393.60	-	86,299.20
W	14	34.39	-	44.71	71,531.20	-	92,996.80
W	15	37.37	-	48.59	77,729.60	-	101,067.20
W	16	41.31	-	53.71	85,924.80	-	111,716.80
W	17	46.83	-	60.88	97,406.40	-	126,630.40

\*Reflects 3% COLA effective 07/01/24

**SALARY SCHEDULE  
REPRESENTED: WCEA NON-SUPERVISORY  
\* Effective: 07/01/25**

Salary Grade		Hourly Range			Annual Range		
		Minimum	-	Maximum	Minimum	-	Maximum
W	08	21.22	-	27.59	44,137.60	-	57,387.20
W	09	23.33	-	30.33	48,526.40	-	63,086.40
W	10	25.87	-	33.64	53,809.60	-	69,971.20
W	11	28.26	-	36.74	58,780.80	-	76,419.20
W	12	30.52	-	39.67	63,481.60	-	82,513.60
W	13	32.96	-	42.84	68,556.80	-	89,107.20
W	14	35.51	-	46.16	73,860.80	-	96,012.80
W	15	38.58	-	50.17	80,246.40	-	104,353.60
W	16	42.65	-	55.46	88,712.00	-	115,356.80
W	17	48.35	-	62.86	100,568.00	-	130,748.80

\*Reflects 3.25% COLA effective 07/01/25

**SALARY SCHEDULE**  
**REPRESENTED: WCEA NON-SUPERVISORY**  
**\* Effective: 07/01/26**

Salary Grade		Hourly Range			Annual Range		
		Minimum	-	Maximum	Minimum	-	Maximum
W	08	21.96	-	28.56	45,676.80	-	59,404.80
W	09	24.15	-	31.39	50,232.00	-	65,291.20
W	10	26.78	-	34.82	55,702.40	-	72,425.60
W	11	29.25	-	38.03	60,840.00	-	79,102.40
W	12	31.59	-	41.06	65,707.20	-	85,404.80
W	13	34.11	-	44.34	70,948.80	-	92,227.20
W	14	36.75	-	47.78	76,440.00	-	99,382.40
W	15	39.93	-	51.93	83,054.40	-	108,014.40
W	16	44.14	-	57.40	91,811.20	-	119,392.00
W	17	50.04	-	65.06	104,083.20	-	135,324.80

\*Reflects 3.50% COLA effective 07/01/26

**SALARY SCHEDULE**  
**REPRESENTED: WCEA NON-SUPERVISORY**  
**\* Effective: 07/01/27**

Salary Grade		Hourly Range			Annual Range		
		Minimum	-	Maximum	Minimum	-	Maximum
W	08	22.67	-	29.49	47,153.60	-	61,339.20
W	09	24.93	-	32.41	51,854.40	-	67,412.80
W	10	27.65	-	35.95	57,512.00	-	74,776.00
W	11	30.20	-	39.27	62,816.00	-	81,681.60
W	12	32.62	-	42.39	67,849.60	-	88,171.20
W	13	35.22	-	45.78	73,257.60	-	95,222.40
W	14	37.94	-	49.33	78,915.20	-	102,606.40
W	15	41.23	-	53.62	85,758.40	-	111,529.60
W	16	45.57	-	59.27	94,785.60	-	123,281.60
W	17	51.67	-	67.17	107,473.60	-	139,713.60

\*Reflects 3.25% COLA effective 07/01/27

**LIST OF CLASS SERIES - APPENDIX C  
WCEA NON-SUPERVISORY - ADMINISTRATIVE UNIT**

For the WCEA Job Families List, please visit the [Human Resources Labor Relations](#) website page.

**WCEA NON-SUPERVISORY  
SUBSIDY SCHEDULE**

**Post 97/98 (Under Age 65)  
1/1/2024 – 12/31/2024**

CALENDAR PLAN YEAR 2024	
Years of Service	Subsidy
5	(\$132.00)
6	(\$173.00)
7	(\$211.00)
8	(\$251.00)
9	(\$291.00)
10	(\$329.00)
11	(\$368.00)
12	(\$406.00)
13	(\$446.00)
14	(\$487.00)
15	(\$525.00)
16	(\$565.00)
17	(\$604.00)
18	(\$642.00)
19	(\$683.00)
20	(\$722.00)

**Post 97/98 (Over Age 65)  
1/1/2024 - 12/31/2024**

CALENDAR PLAN YEAR 2024	
Years of Service	Contribution
5	(\$73.00)
6	(\$88.00)
7	(\$103.00)
8	(\$117.00)
9	(\$131.00)
10	(\$146.00)
11	(\$162.00)
12	(\$177.00)
13	(\$190.00)
14	(\$205.00)
15	(\$219.00)
16	(\$235.00)
17	(\$249.00)
18	(\$264.00)
19	(\$279.00)
20	(\$294.00)