# AGREEMENT

BETWEEN

# THE COUNTY OF WASHOE
# STATE OF NEVADA

AND THE

## NON-SUPERVISORY EMPLOYEES
## BARGAINING UNIT

# THE WASHOE COUNTY
# DISTRICT ATTORNEY INVESTIGATOR'S
# ASSOCIATION

# 2015 – 2016

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## ARTICLE 1 - PREAMBLE

This agreement is entered into between the County of Washoe, hereinafter referred to as the "County," and the Washoe County District Attorney Investigators' Association, hereinafter referred to as the "Association."

It is recognized by the County, its employees and the Association that the County is charged by law with the duty and responsibility for providing services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services. All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the County and its service to the public, and shall cooperate in promoting and advancing the welfare of the County and in preserving the continuity of its service to the public at all times.

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences, which may arise. It is recognized by the County and the Association that each party has a mutual obligation for executing the provisions of this Agreement.

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

## ARTICLE 2 - RECOGNITION

The terms and conditions of this Agreement shall apply to those employees of the classes described below, regardless of membership in the Association.

The County, subject to Chapter 288 of Nevada Revised Statutes, recognizes the Association as the exclusive bargaining agent for purposes of establishing wages, hours and other terms and conditions of employment for those employees in the District Attorney Investigators' bargaining unit comprised of the following classifications:

Investigator I, D.A.
Investigator II, D.A.

(Revised 7-1-09)

## ARTICLE 3 - STRIKES AND LOCKOUTS

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

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

## ARTICLE 4 - RIGHTS OF MANAGEMENT

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

(a) Direct its employees;

(b) Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take other disciplinary action against any employee for just cause;

(c) Relieve any employee from duty because of lack of work or lack of funds;

(d) Maintain the efficiency of its governmental operations;

(e) Determine the quality and quantity of services to be offered to the public and the methods, means and personnel by which those services are to be offered.
(f) Determine appropriate staffing levels and work performance standards, except for employee safety considerations;
(g) Determine the content of the workday, including without limitation workload factors, except for employee safety considerations; and
(h) Take whatever action may be necessary to carry out its responsibilities in situations of emergency.

Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain functions of the County.

## ARTICLE 5 - RIGHTS OF ASSOCIATION

A. The County recognizes and agrees to deal with accredited employee representatives of the Association on all matters covered by this Agreement.

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

C. The Association shall provide the County with a list of accredited employee representatives and maintain its currency.

D. Release time for officers of the Association, employee representatives, employee grievance representatives, and employee negotiating team representatives shall be limited for the purpose of (1) attending County functions/meetings, including negotiations (which term shall also encompass statutory impasse procedures), which have a direct impact upon the Association, or (2) attending in accordance with the provisions of Article 35, Grievance Procedure, to matters relating to grievances. Included within this release time procedure is the authorization for each member of the Association's negotiating committee and/or officers of the Association Board to have a maximum of one (1) hour per week for meetings of the Association's negotiating committee and/or officers of the Association during weeks when the Association and the County are going to have one (1) negotiating session. In the event that the County and the Association meet for negotiations more than one (1) time per week, then the above described release time limit will be increased by one (1) hour for each session in excess of one (1) session.

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

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

G. The County agrees to create one place on the Deferred Compensation Committee in which an Association representative will sit as a permanent member.
(Revised 7-1-08)

## ARTICLE 6 - NON-DISCRIMINATION

A. The County will not interfere with, or discriminate in respect to any term or condition of employment against any employee because of membership in the Association, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Association

on behalf of its members, nor will the County encourage membership in any other employee organization.

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

C. The provisions of this Agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, or political affiliation. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.
(Revised 8-21-00)

## ARTICLE 7 - WORK HOURS

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

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

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

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

## ARTICLE 8 - ANNUAL LEAVE

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

| Years of Continuous Service | Annual Hours Earned |
|---|---|
| Less than three (3) | 96 hours |
| Three (3) but less than five (5) | 136 hours |
| Five (5) but less than ten (10) | 152 hours |
| Ten (10) but less than fifteen (15) | 176 hours |

| | |
|---|---|
| Fifteen (15) but less than twenty (20) | 192 hours |
| Twenty (20) or more | 200 hours |

B. General Provisions

1. An employee's seniority for vacation accrual shall include all periods of service from the employee's last continuous permanent County employment date, except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff, in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 36, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.
2. Vacation credit shall accrue only while an employee is in a paid status.
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 credit may be accumulated from year to year not to exceed 240 hours. Amounts in excess of 240 hours as of the end of the biweekly pay period encompassing December 31st shall be forfeited. 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. Provided, if an employee, on or before October 1, requests permission to take annual leave, and the request is denied, the employee is entitled to payment for any leave in excess of 240 hours which the employee requested to take and which the employee would otherwise forfeit. The Department's obligation is to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. For example, an employee on October 1 requests to use 40 hours of leave immediately preceding Christmas. The Department may deny said time off, and still allow the employee to use their leave at a different time prior to the end of the year to avoid forfeiture. Vacation leave shall be charged on an hour-for-hour basis or major fraction thereof.
4. Except as otherwise provided in this Article, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated vacation earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation shall be prorated.

(Revised 7-01-08)

## ARTICLE 9 - SICK LEAVE

A. Each employee in the service of the County shall be credited with sick leave at the rate of one and one-fourth (1-1/4) working days for each month of full-time service. Employees in the service of the County for ten (10) years or more shall be credited with sick leave at the rate of one and one-half (1-1/2) working days for each month of full-time service. Sick leave is cumulative from year to year.

B. An employee is entitled to use accrued sick leave only:

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

When quarantined;

When receiving required medical or dental service or examination;

Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose "immediate family" means the employee's spouse, parents (including step and foster), children (including step and foster), brothers or sisters, or corresponding relation by affinity.

In the event of a death in the employee's immediate family, he/she may use accrued sick leave not to exceed five (5) days for attending the funeral services. For this purpose "immediate family" means 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.

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

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

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

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

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

H. Personal Leave:

1. Personal Leave will be earned on a semi-annual basis as described herein:
   (a) Pay Period #01- #13: Personal Leave Credit – July
   Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13 in each calendar year shall receive twelve (12-hours) of Personal Leave credit at the end of the first full pay period in July of that calendar year. Employees who use between 16.01 – 20.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13, in each calendar year, shall receive four (4-hours) of Personal Leave credit at the time specified above.
   (b) Pay Period #14 - #26 or #27: Personal Leave Credit - January
   Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26 (or in the event of a 27th 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 27th 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 27th 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)

I. Sick leave used for purpose of job related illness or injury shall not be counted as sick leave used for the purpose of calculation leave credits as described in paragraph H.
(Revised 07-01-04)

J. Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be four hundred and eighty (480) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.
(Revised 7-01-08)

K. Disability Retirement
An employee who applies for disability retirement under the Nevada Public Employees Retirement System (PERS) shall be removed from the payroll and placed on disability retirement no later than sixty (60) days from approval of said disability retirement by PERS. Employees hired prior to February 11, 1998, 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 premiums 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 7-1-08)

## ARTICLE 10 - MILITARY LEAVE

Any employee of the County who is absent due to being called into one of the military services of the United States, or the State of Nevada, to serve under orders of military duty, shall be relieved from his County duties, upon his presentation of orders, to serve without loss in regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year. Any such absence shall not be deemed to be an employee's annual vacation.

## ARTICLE 11 - LEAVE OF ABSENCE

A. A leave of absence may be granted to any employee occupying a permanent position. A leave of absence shall be granted only to an employee who desires to return there from to the

County service and who at the time the leave is granted has a satisfactory service record.

B. Leave of absence for thirty (30) working days or less in any calendar year may be granted upon the approval of the appointing authority. Leaves for a longer period and up to one (1) year may be granted upon the recommendation of the appointing authority and the approval of the Board of County Commissioners.

C. Upon request of the appointing authority and approval of the Board of County Commissioners, 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 his/her service, who is temporarily incapacitated by illness or pregnancy, who is loaned to another governmental agency for the performance of a specific assignment, or for some other reason equally satisfactory. A leave of absence shall not be granted to an employee who is accepting another position in the classified service or who is leaving the County service to accept other employment, except as provided in this subsection.

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

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

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

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

H. Leaves of absence with pay shall be granted to an employee to act as a volunteer fireman 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.

## ARTICLE 12 - FAMILY LEAVE

The County's policy for implementing the provisions of the Family and Medical Leave Act, as codified in Washoe County Code Chapter 5, shall be applicable to this Agreement.

## ARTICLE 13 - JOB-CONNECTED INJURIES

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

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

C. When accrued sick leave has expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his/her sick and vacation leave, the employee shall receive compensation checks directly from the County's Claims Administrator and he/she shall be considered on a leave of absence without pay from the County.

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

E. Whenever an employee is exposed to carcinogenic materials or communicable diseases that have been verified by the Washoe County District Health Department or other appropriate medical authority, said employee shall receive appropriate examinations, and/or treatment. Additionally, employees shall be permitted to receive Hepatitis-B vaccinations. Any employee who elects to receive this immunization and who then fails to comply with the medical guidelines of this immunization program shall have the expense of his/her immunization deducted from his/her pay.
(Added 7-1-08)

## ARTICLE 14 - SALARIES AND RETIREMENT

A. Schedule of Salary Ranges

1. All employees covered by this agreement shall receive a 3.0% Cost of Living Adjustment (COLA) base salary increase commencing on July 1, 2015, which is incorporated in the salary schedule Appendix A.
2. 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. If an employee retires from the service of Washoe County, or dies while employed, between the expiration date of the previous agreement and the ratification of this agreement, he or his/her survivors shall receive retroactively all increases in salary and other monetary benefits granted by this agreement. For the purpose of this article, "retires" means that the employee has left the employment of Washoe County and is drawing retirement benefits from the Nevada Public Employees' Retirement System.
(Revised 7-01-15)

B. Merit Salary Increase

1. The amount of merit salary adjustment paid employees pursuant to the Washoe County Merit Personnel Ordinance shall be five percent (5%).
2. Authorized leave without pay for thirty (30) days or less in a year shall not result in a new anniversary date. Authorized leave without pay in excess of thirty (30) days in a year shall establish a new anniversary date commencing with the employee's return to active service, except for circumstances of military leave.

C. Salary Adjustments

When an error is discovered in an employee's salary calculation, or other form of compensation (e.g., career incentive), the Department of Human Resources shall make the appropriate adjustment retroactive, not to exceed one (1) year from the date the error is discovered. This is not intended to restrict or reduce an arbitrator's award, either its amount or effective date, should such a compensation dispute be grieved in a timely manner.

D. Retirement Contribution

The County shall pay one hundred percent (100%) of the employee's contribution to the retirement plan in the manner prescribed by the Public Employee's Retirement System (PERS) pursuant to NRS 286.421.
(Revised 7-1-01)

## ARTICLE 15 - HOLIDAYS AND HOLIDAY PAY

A. For purpose of this Article, "Holiday Pay" shall be defined as an increment of pay equal to eight (8) hours at an employee's regular straight time hourly rate.

B. Employees eligible for holiday pay shall receive same for those holidays prescribed in NRS 236.015 delineated as follows:

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

Any other day declared by the President to be a legal holiday or day of mourning when public offices are closed or added to NRS 236.015 shall also be paid as holiday pay.

C. If a holiday falls on a Sunday, the Monday following shall be observed as the legal holiday. If a holiday falls on a Saturday, the Friday preceding shall be observed as the legal holiday.

D. If a holiday is observed while an employee is on sick leave, annual leave or other paid leave status, the employee will receive his/her holiday pay and the day will not be charged against sick, annual or other paid leave credits.

E. Should any employee be required by order of the District Attorney to work on any of the above-named holidays, or any holiday declared for employees in addition to the above-named holidays, in addition to his holiday pay, the employee shall receive one and one half (1-1/2) times his/her regular hourly rate of pay for each hour or major fraction worked.
(Revised 8-21-00)

## ARTICLE 16 - OVERTIME PAY

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

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

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

C. Compensatory Payment

1. At the option of the employee, an employee may elect to receive cash payment for up to one hundred and forty (140) hours (effective July 1, 1997) or one hundred and sixty hours (160) (effective June 30, 1998) of accumulated compensatory time in each calendar year. Such payment shall be made once or twice per year, at the option of the employee, provided the employee notifies the department of such election by May 1 and/or by November 1. Such payment shall be made during the months of May and November.
2. At the option of the employer, the employer may elect to provide cash payment to any employee for any amount of accumulated compensatory time above one hundred and twenty (120) hours in each calendar year during the months of May and/or November.
3. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated compensatory time.

(Revised 7-1-08)

## ARTICLE 17 - CALL-IN PAY

Any employee who is called to duty during a time when the employee is not regularly scheduled to work or when the employee is on vacation and is called in for a period of less than eight (8) hours, shall be paid at the rate of one and one-half (1-1/2) times for each hour so spent on duty, but not less than two (2) hours for the period called to duty.

## ARTICLE 18 - STANDBY PAY

Standby time is defined as any time, other than time when the employee is normally scheduled and actually working, when the employee has been specifically scheduled and directed by the District Attorney, Deputy District Attorney, or the Chief Investigator, to keep himself/herself immediately available for call to duty. Employees scheduled to be on Standby status shall be compensated at the rate of fifty dollars ($50.00) for each scheduled weekday (Monday through Friday) and one hundred dollars ($100.00) for each scheduled weekend day (Saturday and Sunday) or holiday. Standby time on a scheduled weekday shall encompass the employee's lunch hour and that period of time from 5:00 p.m. to 8:00 a.m. (16 hours). Standby time on a scheduled weekend day or holiday shall encompass an entire 24-hour period. Standby shall not be for a period less than that specified above for weekday, weekend day or holiday.

(Revised 07-01-04)

## ARTICLE 19 - TRAVEL PAY

Any time an employee is required to travel on official business at the direction of the District Attorney, outside the boundaries of the cities of Reno and Sparks, he/she shall be paid as follows:

A. If such travel falls within the normally scheduled work hours, the employee shall be paid his/her regular straight time pay.

B. If the actual travel time either in a vehicle or as a passenger on a commercial form of transportation falls outside the normally scheduled work hours or week, the employee shall be paid in accordance with the provisions of Article 16, provided such time exceeds the normal scheduled workday or week. If an employee is engaged in overnight travel, any meal periods, sleep time or other non-work related activities, shall not be considered as hours worked and shall not be compensated for except as provided below.

C. Where an employee is required to travel on a day that is not a regularly scheduled workday, the employee shall be paid in accordance with the provisions of Article 18, for all hours that do not otherwise qualify as hours worked in B above. In this instance, the fifteen (15) hour minimum standby shall not apply. Excluded from this paragraph are those conferences sponsored by professional organizations, which do not provide specific or POST approved training.

## ARTICLE 20 - CAREER INCENTIVE PAY

All employees covered hereunder who have completed a total of five (5) years or more of full-time service with Washoe County and who, for the preceding review period, have been rated standard or better pursuant to the applicable Washoe County performance evaluation program shall be entitled to longevity pay in an amount equal to one-half of one percent (1/2%) per year of service, up to a maximum of twelve and one-half percent (12 1/2%). An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in semiannual installments payable on the first payday of June and December immediately following a determination of eligibility.

An employee's full-time service for career incentive pay shall include all periods of service from the employee's last continuous permanent County employment date, except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff, in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 36, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.
(Revised 7-01-05)

## ARTICLE 21 - TEMPORARY SUPERVISOR PAY

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

If an employee is temporarily assigned and becomes fully responsible for the duties of such position for fifteen (15) consecutive calendar days, the employee shall receive compensation ten percent (10%) greater than his regular compensation or compensation equal to the beginning step at the higher position, whichever is greater. In no event shall the amount of compensation be greater than the top step of the range of the higher position. The increased compensation will begin on the first day of temporary assignment and until termination of the temporary assignment.

## ARTICLE 22 - SHIFT DIFFERENTIAL

All shift work performed between the hours of 6:00 p.m. and 7:00 a.m., shall be considered night work. Payment for night work, in addition to regular compensation, shall be made at the rate of six percent (6%) of base salary for those hours worked between 6:00 p.m. and 7:00 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 7:00 a.m., the employee shall be paid the differential for the entire shift. No night shift differential shall be paid for overtime worked at either the beginning or the end of a shift unless the regular shift hours qualify for the night shift differential. The shift differential will not apply during the periods of time when the employee is on sick, or annual leave, holidays or other leaves with pay even though the employee is still formally assigned to a shift that qualifies for the differential.

## ARTICLE 23 - PROPERTY REIMBURSEMENT

A. In accordance with the County's Risk Management policy, the County will reimburse an employee for the repair or replacement cost of an item of clothing or equipment that is damaged or destroyed in the line of duty up to an amount not to exceed the maximum cost of the item of clothing or equipment. In order that an affected employee receives the benefit of this section, he/she must report any claims prior to the end of the shift on which the incident of damage or destruction occurred. There shall be no reimbursement for normal wear and tear or for damage or destruction that is the result of the employee's own carelessness or negligence. The determination by Risk Management is not subject to Article 35 of the Collective Bargaining Agreement.
(Revised 7-1-08)

B. All employees who have completed one (1) year of full-time service in a classification covered by this Agreement, shall receive $460 per year, for the repair and replacement of their clothing, payable quarterly the first payday in April, July and October, and the last payday in December.
(Revised 7-01-08)

## ARTICLE 24 - PARKING ALLOWANCE

The County shall provide a $15.00 per 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, the employee 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 to the employee shall not exceed the fee charged at other comparable downtown Reno parking facilities.

The effective date of this provision shall be the first pay period after the signing of this Agreement.
(Revised 8-21-00)

## ARTICLE 25 - TRAINING

Peace Officer Standards and Training (POST) requires District Attorney Investigators to complete a minimum of twenty-four (24) hours of continuing education/training each calendar year. Such training, as well as other training approved by the District Attorney, shall be paid for by the County and the time necessary to attend such training shall not be charged against the employee's vacation or compensatory time.

Instructor Differential Pay

Employees assigned as instructors to conduct training as Firearms/Active Shooter, Defensive Tactics, TASER, Air Soft, Self-Defense Instructor, or other classes as assigned by the Chief Investigator shall receive a ten percent (10%) differential to their base hourly rate of pay in half-day increments for those days when they are conducting training.
(Revised 7-1-15)

## ARTICLE 26 - INSURANCE

A. Medical, Vision & Dental Insurance

1. Coverage: The County agrees to provide a group medical plan, including dental and vision coverage, to all members of the 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.

(Revised 7-01-05)

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

B. 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 the following groups:

(a) Washoe County District Attorney Investigators' Association – Non-Supervisory Unit
(b) Washoe County District Attorney Investigator's Association – Supervisory Unit
(c) Washoe County Public Attorneys Association
(d) Washoe County Sheriff's Supervisory Deputies Association
(e) Washoe County Sheriff's Deputies Association
(f) Washoe County Employees Association - Supervisory-Admin. Unit
(g) Washoe County Employees Association – Non-supervisory Unit
(h) Washoe County Nurses Association
(i) Washoe County Nurses Association – Supervisory Unit
(j) Management
(k) Any other bargaining unit that may be formed during the term of this Agreement.

The Associations may have an expert attend the insurance committee meeting and provide input to the committee.

In addition, one retired employee shall serve as a non-voting member to provide input on the effects of proposed changes upon retirees. The name of a retiree may be nominated by any voting member and shall be elected by the majority vote of the members and shall serve a term

of three (3) years. Such retired member may be reelected by a majority vote of the members to serve one (1) additional term.

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

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

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

**Binding Interest Resolution Process**: When the Insurance Committee first convenes in any plan year, no later than January 31, they shall notify the County Manager of their designated representative(s) who shall represent the Insurance Committee in selecting an experience insurance neutral 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 Labor Relations Manager shall meet and designate an experienced insurance neutral to hear such dispute should it become necessary. If the parties are unable to agree on the neutral, they shall obtain a list of five (5) experienced insurance individuals, from the Nevada Insurance Commissioner with in-depth knowledge of public sector self insurance systems who are not associated with Washoe County or with the Washoe County Association bargaining units, and alternately strike from the list to select the neutral and the mediator. The right to strike the first name from the list shall be determined by the toss of a coin. They shall immediately contact the neutral 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 neutral 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 neutral shall render a decision within fifteen (15) days of when the briefs are due; and 5) the neutral'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 Labor Relations Manager shall also be advised of the Insurance Committee schedule and shall set a date with the neutral in advance of any known dispute in order to insure a timely decision in the event the resolution process is necessary. In the event the resolution process hearing is not necessary, County shall pay any cancellation fees. Each party shall be responsible for their costs of presenting their case to the neutral and any of his/her fees shall be split equally with the Insurance Committee (Associations) paying half and County paying half.

**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 insurance neutrals to mediate the dispute. Should mediation not resolve the dispute an expedited hearing with the selected neutral shall occur.

**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.
(Revised 7-1-10)

C. Insurance Appeals Committee

The County and the Association agree to the establishment of an Insurance Appeals Committee composed of one representative from each of the Associations representing a bargaining unit and representatives of the County. The committee shall have authority to review and make decisions on appeals involving the payment of benefits under the County's self-funded Health Plan. Committee members shall serve without loss of pay or benefits.

D. Retiree Health Insurance

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 D.1. above, are applicable except that in order to receive the retiree health insurance benefits an individual must be an employee of Washoe County immediately prior to drawing retirement benefits.

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 February 11, 1998, through June 30, 2010, the County will pay the portion of the medical insurance premium associated with State PEBP Retiree Health Insurance plan for non-state employees. The parties recognize the 2003 Nevada Legislature passed legislation (AB286) that afforded public employees of Nevada political subdivisions the opportunity to enroll, upon their retirement, in the Public Employees Benefit Program (PEBP) health insurance plan. The 2003 legislation also obligated public employers of said retiree who enrolled in the plan to pay a portion of the medical premium on the retiree's behalf. In recognition of this statute, the County agrees, in lieu of making said payment to PEBP, which option is currently not open to County retirees, to provide the payment on the retiree's behalf towards their Washoe County retiree medical insurance premium owed with Medicare becoming primary and Washoe County becoming secondary upon Medicare eligibility, should they elect to remain in the County Retiree Health Plan. In order to receive the retiree health insurance benefits an individual must be an employee of Washoe County immediately prior to drawing retirement benefits. The parties acknowledge that the PEBP medical premium payment level is set annually by the State.
(Revised 07-01-10)

5. For those employees hired after June 30, 2010, there will be no retiree medical health care contributions by the County.
(Added 7-1-10)

The County agrees to provide health insurance coverage and shall pay one hundred percent (100%) of the premium for spouses and dependent children of any member of the bargaining unit who is killed in the line of duty and which member has said spouse and dependent children covered under the County's medical insurance plan at the time the member was killed. The spouse shall be covered until normal retirement age or remarriage, whichever occurs first. The dependent children shall be covered through the age of eighteen (18), or if enrolled in a college or university, up to the age of twenty-five (25).
(Added 7-01-05)

## ARTICLE 27 - SAFETY EQUIPMENT

A. The County shall furnish the following items of equipment to all employees, which items shall remain the property of the County:

1. One duty weapon, as approved by the District Attorney;
2. One set handcuffs, one handcuff key, and one handcuff pouch;
3. One holster (style shall be the employee's choice with the approval of the Chief Investigator);
4. One wallet and shield, and one belt shield;
5. One portable two-way radio;
6. Two spare magazines and equivalent pouches;
7. One high-beam flashlight;
8. One Raid/warrants jacket;
9. One duty belt (style shall be the employee's choice with the approval of the Chief Investigator).
10. One soft body armor vest providing protection for N.I.J. Threat Level II or higher. If an investigator desires to upgrade their vest, when replacement is due, the County will pay the cost of the vest called for in this article and the investigator will pay the difference for the upgrade. Vests shall remain the property of the County.

(Revised 7-01-08)

B. Equipment that becomes unserviceable shall be replaced by the County without cost to the employee.

C. In addition, the County will provide one box of duty-load ammunition annually to each employee.

D. If a new duty weapon is issued, each employee shall be permitted to purchase his/her old duty weapon and accessories consisting of the holster, extra ammunition magazines and the magazine pouches. The value of the old weapon and accessories shall be determined by their trade-in value. The employee shall be responsible for all applicable state and federal taxes.
(Revised 7-1-97)

## ARTICLE 28 - RETIRING DISTRICT ATTORNEY INVESTIGATOR

A. When a District Attorney Investigator is "honorably retired" in accordance with NRS 202.350(8)(b), the County shall provide that employee with one retired identification card and one retired shield.

B. The retiring employee may purchase his/her assigned duty weapon and accessories consisting of the holster, extra ammunition magazines and the magazine pouches. The value of the duty weapon and accessories shall be determined by their trade-in value. The employee shall be responsible for all applicable state and federal taxes.
(Revised 7-1-2008)

## ARTICLE 29 - DUES DEDUCTION

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

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

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

D. The County will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
(Revised 07-01-04)

## ARTICLE 30 - DISTRIBUTION OF CONTRACT

This Agreement shall be posted on the Washoe County Labor Relations website within thirty (30) days of BCC approval.
(Revised 7-1-15)

## ARTICLE 31 - INVESTIGATIONS

For purposes of investigations, members of these units shall be accorded all of the rights provided to peace officers under NRS 289.

## ARTICLE 32 - PERSONNEL INFORMATION

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

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

## ARTICLE 33 - DISCIPLINE, SUSPENSION AND DEMOTION

A. The County shall not demote, suspend or take any other action against an employee without just cause. The County shall notify the employee affected and the Association of all disciplinary actions taken.

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

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

D. An employee may appeal discipline, demotion, suspension or other forms of discipline through the Agreement's grievance procedure that shall be the exclusive remedy for the appeal of disciplinary actions.
(Revised 7-1-01)

## ARTICLE 34 - DISCHARGE

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

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

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

C. 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 either orally or in writing, before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend, in writing, the period to respond.

D.

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

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

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

(1) be in writing;
(2) state specifically the causes for the action;
(3) state the effective date of such action; which shall not be less than seven (7) calendar days from the date of such order;
(4) be served on the employee and the Association, either personally or by certified mail within twenty-four (24) hours of such order; and
(5) be filed with the Labor Relations Manager.

G. Either the employee or Association may protest the discharge, which protest shall be an appeal considered and processed in accordance with the Agreement's grievance procedure commencing at Level III.
(Revised 8-21-00)

## ARTICLE 35 - GRIEVANCE PROCEDURE

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

I. GENERAL

A. Definitions:

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

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

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

D. No grievance settled by an employee represented by the Association shall be accepted by the County unless said employee has received concurrence from the District Attorney or his designee.

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

## II. PROCEDURE

STEP 1:

The aggrieved employee shall take up the grievance with the Chief Investigator within 14 days of when the employee knew or should have known of the occurrence, giving rise to the grievance. If the matter giving rise to the grievance is initiated at a level above the Chief Investigator, the grievance will start with the appropriate official at Step 2. For those grievances that are initiated at the Chief Investigator's level, he shall attempt to adjust the matter at that time. If the grievance is not settled during the informal discussion, the grievant shall submit it in writing to the Chief Investigator within seven (7) days of the informal discussion. The Chief Investigator shall render a decision in writing to the grievant within seven (7) days after receipt of the written grievance.

STEP 2:

For those grievances that are started at Step 1, in the event the grievant is not satisfied with the Chief Investigator's written response to the grievance, he may refer the grievance in writing to the appropriate County official within seven (7) days after receipt of the written response. If the grievance is started at Step 2, the time limits for filing the grievance under Step 1, shall apply. For those grievances involving discipline, the appropriate County official is the District Attorney. All other grievances shall be filed with the County Manager or his designee. The appropriate County official shall render a decision in writing within seven (7) days after receiving the grievance.

STEP 3:

If the grievant is not satisfied with the decision rendered at Step 2, within fourteen (14) days of receipt of such decision, the Association may make a request in writing for arbitration to the County Labor Relations Manager. The request shall indicate if the grievant is representing himself rather than being represented by the Association and the matter may be submitted to arbitration, but particular attention is to be drawn to the provision of this Article regarding the cost associated with arbitration. The parties recognize that assignment of authority to proceed to arbitration to the grievant does not alter recognition of the Association as the employee's representative pursuant to NRS Chapter 288.

## III. ARBITRATION

Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The selection of the arbitrator shall be made from the list provided by alternately striking names, the Association striking first or, if the grievant is representing himself, the grievant striking first.

The parties may agree to a list of arbitrators to be utilized for the term of the labor agreement. The list, and the provisions relating to selection from the list, shall be memorialized in writing. Upon execution of the agreement setting forth the acceptable list of arbitrators, the arbitrator to be utilized shall be from the list, and shall not be selected pursuant to the preceding paragraph.

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

The expenses of arbitration, including the arbitrator's fee/cost and the expenses and costs of the arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. The parties shall be considered as the County and the Association or, if the Association has so delegated, and a grievant is representing himself, the County and the grievant(s).
(Revised 8-21-00)

## ARTICLE 36 - REDUCTION IN FORCE/LAYOFFS

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

A. The department head shall determine in which class or classes within the Investigator class series reduction in staff will have the least detrimental effect on departmental operations and will specify the layoff accordingly. The "class series" for purpose of layoff is defined as all periods of service within the District Attorney's Office in which the employee served in any of the following classes: Investigator Trainee, Investigator I, Investigator II, Investigator III, or Consumer Fraud Investigator.

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

C. All other conditions being equal; seniority within the "class series" shall prevail as the determining factor for purpose of layoff and right to rehire. An employee's seniority within the "class series" for layoff and displacing purposes shall include all periods of service within the "class series" from the employee's last continuous permanent County employment date. Periods of separation may not be bridged to extend service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in the "class series" within the period of his/her layoff eligibility, or unless an employee who separates is reemployed within one year and then works a minimum of one year upon reemployment.
(Revised 7-1-09)

D. A person laid off shall be entitled to displace to positions within the "class series" if there is an employee with less seniority.

E. The employee with the least seniority within the "class series" shall be displaced by the person who is laid off. The employee displaced shall be considered as laid off for the same reason, as the person who displaced him/her and shall in the same manner be eligible to

displace. If two or more employees have the same displacement seniority to a position in a class, the order of displacement shall be determined by the drawing of lots.

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

G. When simultaneous layoffs occur within the "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.

H. 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 J below.

I. All permanent employees laid off shall be placed on a reemployment list for all positions in the "class series" which 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 J below.

J. 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.

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

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

## ARTICLE 37 - ASSOCIATION USE OF COUNTY BUILDINGS

The County recognizes the necessity of the Association to hold Association meetings. It is mutually agreed that, upon request to the party under whose control the facilities are placed, the Association shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:

A. Any such meeting held in or on County property shall be without cost to the Association.

B. No such meeting shall be allowed to interfere with normal County activities.

C. This provision is not a guarantee to the Association that County facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Association.

## ARTICLE 38 - 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 request as well as tentative and final appropriations.
- Monthly trial balances.
- Any other relevant materials mutually agreed upon by the parties.

## ARTICLE 39 - BULLETIN BOARD AND FACILITIES USE

A. The County agrees to provide a space in the District Attorney Investigators' office area for the Association to post one (1) bulletin board. Said bulletin board shall not exceed three (3) feet by four (4) feet in area.

Materials shall be posted upon the bulletin board specifically as designated and not on walls, doors, file cabinets or any other place. The material posted on the bulletin board shall not be obscene, defamatory, derogatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relationships with County employees. All posted material shall bear the identity of the sponsor, shall be signed by a duly appointed representative of the Association shall be neatly displayed, and shall be removed as soon as no longer timely. All costs incident to preparing and posting of Association material will be done by the Association.

B. Meeting Rooms

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

C. Communications

For the purpose of communication of Association business, the County shall permit reasonable use of the County's e-mail system, during the employee's breaks or non-work time, by the Association and its members for communications between the Association and its members.

The Association and its members recognize there is no expectation or guarantee of privacy for such e-mail communications, and they are not confidential.
(Revised 8-21-00)

## ARTICLE 40 - SAVINGS CLAUSE

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

B. Should any provision of this Agreement be found to be in contravention of any federal or state law, or by a court of competent jurisdiction, such particular provision shall be null and void,

but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

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

## ARTICLE 41 - AMENDMENTS TO AGREEMENT

This Agreement may be amended during its term only by the mutual written agreement of the parties. Such amendments shall be lettered, dated and signed by the parties and, together with any attached Appendices, if applicable, shall constitute a part of this Agreement.

## ARTICLE 42 - GRADES, CLASSIFICATIONS AND TITLES

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

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

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

The effective date of a position(s) reclassified to a class having a higher salary grade shall be either the date the position(s) was studied or ninety (90) days after the request to study the position(s) was received in the Human Resources Department, whichever occurs first. The status of employees so reclassified shall be governed by the provisions of the Merit Personnel Ordinance. The effective date of a position(s) reclassified to a class having a lower salary grade shall be the date the position(s) was studied. An employee in a position so reclassified shall retain the employee's status in the lower classification, and if the employee's salary is above the top of the salary range for the lower classification, shall have the employee's salary frozen at their existing rate until the lower salary grade reaches the employee's frozen rate.
(Revised 7-1-08)

## ARTICLE 43 - 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.
(Added 7-01-04)

## ARTICLE 44 – SCHOOL RELEASE TIME

Employees covered by this agreement shall be allowed time off to attend school related functions in accordance with NRS Chapters 392.4577 and 394.179.
(Added 7-1-10)

## ARTICLE 45 - TERM OF AGREEMENT

This Agreement shall be effective on July 1, 2015, and shall continue in full force and effect through June 30, 2016.

The Agreement shall automatically be renewed from year to year thereafter unless either party provides written notice pursuant to the provisions of NRS Chapter 288, of its desire to negotiate a new or modified Agreement. In the event of such notice, the terms and conditions of this Agreement shall remain in full force and effect during the entire period of negotiations and any statutory impasse provisions, until a new or modified Agreement is approved by both parties, the effective date of termination notwithstanding.

IN WITNESS WHEREOF, The County and the Association have caused this Agreement to be duly executed by their authorized representative this 25th day of August, 2015.

Marsha Birkbigler, Chairperson
Washoe County Board of Commissioners

8-12-15

Jerry Stone, President
Washoe County District Attorney
Investigators' Association

**Appendix A**
**Salary Schedule**
*** Effective: 07/01/15**

**DISTRICT ATTORNEY INVESTIGATORS (Regular Members)**

| TITLE | CLASS CODE | GRADE | HOURLY RANGE MINIMUM | | MAXIMUM | ANNUAL RANGE MINIMUM | | MAXIMUM |
|---|---|---|---|---|---|---|---|---|
| DA Investigator I (RR) | 1018 | ILL | 27.25 | - | 33.64 | 56,680.00 | - | 69,971.20 |
| DA Investigator II (RR) | 1019 | INO | 30.02 | - | 40.31 | 62,441.60 | - | 83,844.80 |

* Reflects 3% COLA effective 07/01/15 (as approved by the BCC on 08/25/15)

**DISTRICT ATTORNEY INVESTIGATORS (Police/Fire Members)**

| TITLE | CLASS CODE | GRADE | HOURLY RANGE MINIMUM MAXIMUM | | | ANNUAL RANGE MINIMUM | | MAXIMUM |
|---|---|---|---|---|---|---|---|---|
| DA Investigator I (ER) | 1030 | IELL | 25.63 | - | 31.69 | 53,310.40 | - | 65,915.20 |
| DA Investigator II (ER) | 1031 | IENO | 28.26 | - | 37.99 | 58,780.80 | - | 79,019.20 |

* Reflects 3% COLA effective 07/01/15 (as approved by the BCC on 08/25/15)

**Appendix A**
**Salary Schedule**
*** Effective: 07/27/15**

**DISTRICT ATTORNEY INVESTIGATORS (Regular Members)**

| TITLE | CLASS CODE | GRADE | HOURLY RANGE MINIMUM | | MAXIMUM | ANNUAL RANGE MINIMUM | | MAXIMUM |
|---|---|---|---|---|---|---|---|---|
| DA Investigator I (RR) | 1018 | ILL | 26.94 | - | 33.26 | 56,035.20 | - | 69,180.80 |
| DA Investigator II (RR) | 1019 | INO | 29.68 | - | 39.86 | 61,734.40 | - | 82,908.80 |

* Reflects 1.125% PERS Contribution Rate Adjustment (Reduction) for Regular PERS members effective 07/27/15

**DISTRICT ATTORNEY INVESTIGATORS (Police/Fire Members)**

| TITLE | CLASS CODE | GRADE | HOURLY RANGE MINIMUM | | MAXIMUM | ANNUAL RANGE MINIMUM | | MAXIMUM |
|---|---|---|---|---|---|---|---|---|
| DA Investigator I (ER) | 1030 | IELL | 25.63 | - | 31.69 | 53,310.40 | - | 65,915.20 |
| DA Investigator II (ER) | 1031 | IENO | 28.26 | - | 37.99 | 58,780.80 | - | 79,019.20 |

* Reflects no PERS Contribution Rate Adjustment for Police/Fire members effective 7/27/15

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the County and the District Attorney Investigators Association are parties to a collective bargaining agreement that adopts a new point factor pay and classification plan established pursuant to the Hay system.

WHEREAS, the parties have heretofore agreed that the implementation rules for the Hay classification and pay plan include freezing the pay rates for employees who are paid above the scale for the new pay grade adopted for their classification.

WHEREAS, the parties have heretofore agreed that the implementation rules for the Hay classification and pay plan include placing employees whose current pay rate is within the new pay grade, into the new pay grade, after which they may receive merit pay increases up to the maximum of the new pay grade.

WHEREAS, the parties hereto desire to provide for an alternative system to facilitate the movement of employees into the Hay pay grades.

NOW, THEREFORE, based on the foregoing premises and the following terms and conditions, the parties hereby agree to compromise and settle the issue relating to rates of pay for employees for whom the adopted Hay pay grades have lower maximum pay rates than the employee's prior classification:

1. The County agrees, for employees whose Hay job classification pay grade is lower than their previous pay grade, to maintain the old pay grade ("grandfathered pay grade") and grant step-down increases for the next five fiscal years. After the five-year period, any employee still above the pay rate for their Hay job classification shall have their pay frozen until the grade encompasses their frozen rate of pay.

2. The County agrees the grandfathered pay grades shall be increased by 100% of any general wage increase granted in FY 2001-2002; 80% of any general wage increase granted in FY 2002-2003; 60% of any general wage increase granted in FY 2003-2003; 40% of any general wage increase granted in FY 2004-2005; and 20% of any general wage increase granted in FY 2005-2006; and, shall be frozen thereafter if still above the Hay pay grade for their pay classification.

3. Employees eligible to be paid within the grandfathered pay grades are those hired into those job classifications prior to the adoption of the Hay job classifications and pay grades.

4. Employees who change job classifications subsequent to the adoption of the Hay pay grades shall be paid within the Hay pay grade for their new classification.

5. The County further agrees that for purposes of all future evaluations and surveys conducted by Hay Associates, the DA Investigator II job classification shall be included as a benchmark job classification.

| | | |
|---|---|---|
| June 28, 2001 | Signed by May Prosser-Strong | Signed by Steven Watson |
| | for DA Investigators Association | for Washoe County |