AGREEMENT

BETWEEN

THE COUNTY OF WASHOE
STATE OF NEVADA

AND THE

SUPERVISORY EMPLOYEES
NEGOTIATING UNIT

OF

THE WASHOE COUNTY
NURSES ASSOCIATION

July 1, 2015 to June 30, 2016

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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 here in 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 following classifications:

TITLE
Public Health Nurse Supervisor

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 monthly 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 intermittent hourly employees, or temporary employees who have worked less than six (6) consecutive months.
(Revised 7-1-10 & 7-1-13)

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 27.

B. NON-DISCRIMINATION

1. The parties hereto agree not to discriminate against any employee because of race, color, religion, sex, sexual orientation, age, protected disability, national origin, or because of political or personal reasons or affiliations.

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 27.

(Revised 8-22-00)

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 1 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.

ARTICLE 5 - 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 6 - 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.

The Health Department Director, Labor Relations Manager and Association will meet upon request of a party for the purpose of engaging in labor management meetings to discuss matters of concern and/or interest to any party. On-duty time shall be provided for two (2) Association representatives to attend such meetings.
(Revised 10-23-01)

ARTICLE 7 - 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 A.
2. The parties agree the following salary adjustments shall be made during the term of this agreement:
   a. Effective July 1, 2015, the County agrees to provide a cost of living allowance to all employees covered by the WCNA contract in the amount of 3.00%.

(Revised 7-01-15)

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 consideration for a merit step advancement upon:
   (a) Each anniversary date of his/her employment in such class annually thereafter until the maximum step is reached in that class. The anniversary date is normally considered to be that date an employee commences work in that classification to which he/she has been most recently appointed.
   (b) An employee who is not given a merit salary increase on his/her 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 Department of Human Resources. 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 his/her supervisor and the department head or his/her 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 Department of Human Resources 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 step advancements, employees shall be rated standard or better, and upon meeting such requirements shall then be eligible for a merit salary advancement. If an employee does not receive his/her performance evaluation within fifteen (15) days after the employee's anniversary date, the merit salary advancement shall be granted retroactive to the date it was due.

C. Temporary Assignments

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 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 a prescribed form, Request for Pay for Work in a Higher Classification, to the Human Resources Department 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.

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 higher classification assignment is made by a department head and a Request for Pay for Work in a Higher Classification is not submitted, an employee may submit said Request directly to Human Resources. The request must be submitted within fifteen days of beginning the temporary assignment. If it is determined that such assignment was made under the conditions set forth above, higher pay will be applied retroactively to when the employee submitted the Request to Human Resources.

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).
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.
10. Recognizing the conditions set forth above must be met to receive a differential, if an employee believes they are working significant periods in a higher classification and not receiving compensation because the employee's assignments do not satisfy the fifteen (15) continuous calendar day requirement, the employee and Association representative may request a meeting with the Department Head and Labor Relations Manager to meet and confer for the purpose of finding a mutually agreeable resolution.

D. Salary Adjustments

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

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

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.
(Revised 7-1-11)

E. 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 contributions rate provided for under NRS 286.421,3,(a),(2).
(Revised 10-23-01)

F. 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.
(Added 7-1-08)

ARTICLE 8 - 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. An employee who is unable to take their meal break in the approximate middle of their workday may take their meal break when able. This period of time shall be considered the employee's time and not hours worked.

All employees are entitled to a fifteen (15) minute rest period during each four-hour shift.

Rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.
(Revised 10-23-01)

ARTICLE 9 - STANDBY, IRREGULAR OR FLEXED SCHEDULES, AND WORK AT HOME

1. Standby time is defined as time, other than normal working hours, when an employee is required by his/her appointing authority or designee to notify his/her department of his/her exact location or is required to carry an electronic pager so that he/she 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. An employee assigned standby will be paid $5.00 per hour with a guaranteed minimum payment of $50.00 for each standby assignment, except as provided herein.

2. 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. Friday and 12:00 midnight that same day, he/she shall be paid $50.00 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. the following Monday, he/she shall be paid $315.00 for sixty-three (63) hours standby time (one assignment). If an employee is assigned to standby from 5:00 p.m. Friday to midnight that same day and then from 8:00 a.m. Sunday to 4:00 p.m. Sunday, the employee shall be paid $100.00 for the fifteen (15) standby hours standby time (two assignments) of less than ten (10) hours each).

3. 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 $50.00 for each standby assignment.

4. If an employee is called in or scheduled to work early, and works continuously through the beginning of his/her regularly scheduled work hours, the time during which the employee reports to work early is not considered callback and the two (2) hour minimum does not apply.

5. Compensation rate: The rate at which these hours are to be compensated shall be in accordance with the overtime provisions under Article 11. 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.

6. Guaranteed minimum hours: Any employee who is called back or scheduled to work during a time when the employee is not regularly scheduled to work, including video phone service, 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 (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.

7. Work at home: If an employee is on standby and receives a work call or is scheduled to perform work, 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.

(Revised 7-01-10)

ARTICLE 10 - 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 six percent (6%) 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.

ARTICLE 11 - 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, time paid for a holiday, annual leave, compensatory time and personal leave shall be considered as time worked. Note: Sick leave shall not be considered as time worked for purposes of computing overtime.

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.

As requested by Management, an employee whose position is budgeted for less than full-time shall be able to work additional hours as long as the additional hours worked do not accumulate to the employee working in excess of 40-hours in a week. The additional hours worked will be credited hour for hour. At the employees discretion. the additional hours worked may be compensated in salary or applied to compensatory time off.

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 workweek as defined above in this article. Further, the parties recognize management has the discretion to allow an employee's request to flex their work schedule within the workweek. In the event an employee works a regularly assigned schedule that does not contain two (2) consecutive days off in the workweek, said employee shall be paid a differential of five percent (5%) above his/her base pay for all hours worked in that workweek, 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 a regularly assigned schedule and shall not qualify an employee for the additional five percent (5%) differential. Additionally, an employee whose regularly scheduled consecutive days off overlap two (2) workweeks as defined

above (e.g., a work schedule of Tuesday through Saturday with Sunday and Monday off), shall not receive the additional five percent (5%) differential.

Employees in the Supervisory Unit shall be compensated for overtime hours worked at one and one half (1-1/2) times their regular rate of pay. Such compensation shall be in the form of cash payment or compensatory time off. Compensatory time off shall be limited to a total accumulation of two hundred forty (240) hours.

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 7-01-04)

ARTICLE 12 - CAREER INCENTIVE

All employees covered hereunder who have completed a total of five (5) years or more of 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 calculated at the rate of one hundred dollars ($100) per year of service up to a maximum annual payment of three thousand dollars ($3,000) for thirty (30) years or more of service. 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 the "class series" in accordance with Article 20, 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 (30) 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 before the due date of any semiannual increment, the amount of the payment shall be prorated.

Total Years of Full Time Service	Annual Longevity Payment	Amount of Semi-Annual Installments
5 - 6	$500.00	$250.00
6 - 7	600.00	300.00
7 - 8	700.00	350.00
8 - 9	800.00	400.00
9 - 10	900.00	450.00

10 - 11	1,000.00	500.00
11 - 12	1,100.00	550.00
12 - 13	1,200.00	600.00
13 - 14	1,300.00	650.00
14 - 15	1,400.00	700.00
15 - 16	1,500.00	750.00
16 - 17	1,600.00	800.00
17 - 18	1,700.00	850.00
18 - 19	1,800.00	900.00
19 - 20	1,900.00	950.00
20 - 21	2,000.00	1,000.00
21 - 22	2,100.00	1,050.00
22 - 23	2,200.00	1,100.00
23 - 24	2,300.00	1,150.00
24 - 25	2,400.00	1,200.00
25 - 26	2,500.00	1,250.00
26 - 27	2,600.00	1,300.00
27 - 28	2,700.00	1,350.00
28 - 29	2,800.00	1,400.00
29 - 30	2,900.00	1,450.00
30 or more	3,000.00	1,500.00

(Revised 7-1-11)

ARTICLE 13 - HOLIDAYS

The following days are declared to be legal holidays for officers and employees of Washoe County and shall be paid at eight (8) times the employee's hourly rate. Employees eligible for holiday pay shall receive same for those holidays prescribed in NRS 236.015 delineated as follows:

January 1 (New Year's Day); Third Monday in January (Martin Luther King, Jr.'s Birthday): Third Monday in February (Washington's Birthday); Last Monday in May (Memorial Day); July 4 (Independence Day); First Monday in September (Labor Day); Last Friday in October (Nevada Day); November 11 (Veterans' Day); Fourth Thursday in November (Thanksgiving Day); Day after Thanksgiving (Family Day); December 25 (Christmas Day).

Any other day that may be added to NRS 236.015 or appointed by the President of the United States for public fast, thanksgiving or legal holiday except for any Presidential appointment of the fourth Monday in October as Veterans' Day.

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.

Employees working other than the standard workweek (that is, Monday through Friday) are entitled to the same number of holidays as employees working a standard workweek. The scheduling of employee work hours by the County during a week when a holiday falls may vary depending on employee assignments provided the operational needs of the County are met. Permanent 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.

When a holiday of less than a full day is appointed, permanent part-time 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.

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

When an employee eligible for holiday pay is required by order of his/her department head to work on any of the above named holidays, or any holiday declared for Washoe County employees, he/she shall receive, in addition to his/her holiday pay one and one-half (1-1/2) times his/her hourly rate of pay for each hour or major fraction worked, up to a maximum of his/her regularly scheduled shift/workday (i.e. eight (8) hours or ten (10) hours), or the equivalent compensatory time off. For time worked beyond the regularly scheduled shift/workday on a holiday, an employee shall receive two and one-half (2-1/2) times his/her hourly rate of pay or equivalent compensatory time off for each hour or major fraction worked beyond the regularly scheduled shift/workday. Part-time employees must work full-time equivalent hours on a holiday to be eligible.

The decision as to whether compensation for a holiday worked shall be in cash or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee.

An employee must be in a pay status both the entire scheduled workday before and the entire scheduled workday after the holiday in order to be eligible for holiday pay.
(Revised 7-1-11)

ARTICLE 14 - VACATION

A. Vacation Accrual for Full-time Employees

1. Upon 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.

Annual Vacation Earning Rate

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

(Revised 7-1-13)

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. Upon 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.
(Revised 7-1-13)

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 the "class series" in accordance with Article 20, 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 leave shall be charged on an hour-for-hour basis or major fraction thereof. 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 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 forty 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.

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 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.

(Revised 7-01-11)

ARTICLE 15 - SICK 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 of full-time service, which is cumulative from year to year.

Part-time employees shall be allowed prorated sick leave on the basis of one and one-fourth (1-1/4) days of credit for each equivalent month of full-time service.

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 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 the "class series" in accordance with Article 20, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

(Revised 7-1-11)

B. Sick Leave Accrual for Employees Holding More than One Position, Hourly Paid Employees.
The provisions of Article 14 (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 26 and 28 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 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 accrual balances of three hundred (300) hours or less.
An employee who is laid off and is reemployed under the provision of Article 20 of this Agreement, shall have his/her accrued sick leave balance at time of layoff, after applicable payouts, restored.
(Revised 7-1-14)

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

When incapacitated to perform the duties of his/her position due to sickness, injury, or adoption, or when incapacitated to perform the duties of her position due to pregnancy or childbirth. The use of sick leave for adoption is limited to the following conditions: (a) both parents may use sick leave for the specific legal process involved in obtaining an adoption; and (b) a female employee may use up to a total of six (6) weeks of sick leave, inclusive of the amount of sick leave used in (a) above, if the adoption involves a newborn infant. This six-week period coincides with the length of time a female is normally incapacitated after giving birth to a child.

When quarantined;

When receiving required medical or dental service or examination; or

Upon illness in an 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 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.

In the event of a death in the employee's immediate family, he/she may use accrued sick leave in the amount of five (5) days for attending the funeral and travel to and from, and attending to any family related business matters. For this purpose "immediate family" is defined as the employee's spouse, parents (including step and foster), children (including step and foster), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews, or corresponding relation by affinity, or domestic partner as defined by NRS 122A. Should additional leave be necessary, the Department Head may authorize the use of existing accrued leave credits or authorized leave without pay.
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.

(Revised 7-1-11)

E. Approval and Substantiating Evidence for Sick Leave

Sick leave shall be approved only after having ascertained that the absence was for an authorized reason. In order to make this determination, the department may require the employee to furnish substantiating evidence.

F. Transfer of Vacation and Comp Leave

Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation or compensatory time leave during any calendar year to another employee who has less than eighty (80) hours of accumulated leave hours and who is eligible to take paid sick leave. Donated vacation or compensatory time must be converted into money at the hourly rate of salary of the donor and the money must be converted into sick leave at the hourly rate of salary 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. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.
(Revised 7-1-10)

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 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)

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 August

26, 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 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.
(Added 7-01-05)

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)

ARTICLE 16 - 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. Leaves 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.
3. 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 is pregnant, 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 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 his/her department head, for deposit in the County general fund, all fees that he/she may receive as a witness or juror. The employee shall retain reimbursements for mileage and per diem. Court leave must not be charged against the employee's vacation credit.
5. The Board of County Commissioners, upon the recommendation of the County Manager, may grant leaves of absence without pay in excess of one 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.
6. Employees taking authorized educational leaves may elect to use accumulated annual leave at their option.
7. 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.
8. Leaves of absence with pay shall be granted to an employee, whether in the classified or unclassified service, to act as a volunteer fireman or any regular organized and recognized fire department for the protection of life or property during working hours or fractions thereof which should otherwise have been devoted to County employment.

9. Any employee who is an active member of the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Public Health Service Reserve or the Nevada National Guard shall be relieved from his/her duties, upon request to his/her appointing authority, to serve under orders on training duty without loss of his/her regular compensation for a period not to exceed fifteen (15) working days in any one calendar year. Any such absence shall not be deemed to be such employee's annual leave provided for by this Agreement.

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

ARTICLE 17 - HEALTH PLAN

A. 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.

2. Composition of Committee

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

(1) Washoe County Nurses Association
(2) Washoe County Nurses Association – Supervisory Unit
(3) Washoe County District Attorney Investigator's Association – Non-Supervisory Unit
(4) Washoe County District Attorney Investigator's Association – Supervisory Unit
(5) Washoe County Public Attorneys Association
(6) Washoe County Sheriff's Supervisory Deputies Association
(7) Washoe County Sheriff's Deputies Association
(8) Washoe County Employees Assn. - Supervisory-Admin. Unit
(9) Washoe County Employees Assn. - Non-supervisory Unit
(10) Management
(11) Any other bargaining unit that may be formed during the term of the Agreement.

The Associations may have an expert attend the insurance committee meeting and provide input to the committee.
(Revised 7-1-10)

In addition, one retired employee shall serve as a nonvoting 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 experienced 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 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.

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)

B. Health Benefit Premiums

The County agrees to pay one hundred percent (100%) of the premium attributable to the employee coverage. In the event an employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.

Part-Time employees hired after ratification of the July 1, 2000 Agreement, working in excess of twenty (20) hours per week shall be entitled to receive pro-rata health benefit premiums. If the employee elects health insurance benefits, employees hired to work over twenty (20) hours through thirty (30) hours per week shall be eligible for fifty percent (50%) of the premium for employee coverage and twenty five (25%) of dependent coverage; and employees hired to work over thirty (30) hours shall be eligible for seventy five percent (75%) of the premium for employee coverage and thirty seven and one-half percent (37.5%) of dependent coverage.

NOTE: The parties recognize that employees who were part-time as of ratification of the July 1, 2000 Agreement (over 20 hours), and employees who are full-time as of Ratification of the July 1, 2000 Agreement, who subsequently are reclassified to part-time (over 20 hours), shall not have their benefit reduced to the pro-rata payment.

C. 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 the dispute. 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.

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 appointed into a position covered by this Agreement on or after August 26, 1998 through June 30, 2010, the County will pay the portion of the medical insurance premium associated with the 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.

5. For those employees hired after June 30, 2010, there will be no retiree medical health care contribution by the County.

(Added 7-1-10)

6. The parties agree that employees hired prior to August 26, 1998 who are part-time benefit eligible as of the effective date of this agreement shall be entitled to the Retiree Health Insurance benefit provisions in Section D.1 or Section D.2 of Article 17, based on the total of actual years of employment.

(Added 7-1-13)

ARTICLE 18 - ON-THE-JOB-INJURY BENEFITS

Sick Leave 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 benefits, he/she shall not be required to use accrued sick leave 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 his/her 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 or compensatory time during the course of such disability. The amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his/her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of hospital or medical expenses.

Any time that is charged to an employee's sick leave 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 employee's sick leave.

Any employee who is required to be quarantined due to job-related contacts, and who does not qualify for disability benefits under Chapter 616 or 618 of NRS, may be allowed, at the sole discretion of the Department Director, to work out of their residence in lieu of using accrued leave. The parties recognize this option is only viable where there is productive work that is possible to be assigned and performed by the employee in their residence or place of quarantine.

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 is at the discretion of management. An employee who is required to report to the County's industrial accident clinic for an injury/accident that is unique to the nursing profession delivery of care shall not be required to utilize sick leave for their initial appointment or follow-up appointments for the incident. Time for such appointments shall be administrative leave. Examples of such would be needle sticks, blood borne pathogen exposure or bodily fluid exposure and would exclude such incidents as caused by lifting, falling or injuries and accidents common to general employee classifications.
(Revised 7-01-08)

At the request of the Association, the County agrees to meet and confer with the Association concerning the application of disability benefits, use of sick leave and paid time status of employees in the Nurses Association bargaining unit in the event there is any work related exposure that affects public health nurses by virtue of their unique occupational job classification for which treatment is required. The Association and Board shall incorporate any mutually acceptable resolutions in accordance with their terms.
(Revised 7-01-08 & 7-1-13)

ARTICLE 19 - ALLOWANCE FOR USE OF PRIVATE TRANSPORTATION AND REIMBURSEMENT FOR ADDITIONAL INSURANCE PREMIUM

In the event an employee covered hereunder is required to use his/her 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.

ARTICLE 20 - REDUCTION IN FORCE-LAYOFFS

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 B.

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. A per diem nurse cannot be used when a nurse has been laid off until:
   (a) The laid off employee has been reemployed as called for under Section 10, 11, 12, or
   (b) The laid off employee has been offered a position with equivalent hours, or
   (c) Both parties come to an agreement on the number of hours worked, or
   (d) The laid off employee is afforded the opportunity to work any per diem hours available and
   (e) The position offered is within a classification as set forth in Article 2.

4. For those employees who are in the Supervisory Association on or before June 30, 2010l, seniority within a "class series" shall prevail as the determining factor for purpose of layoff and right to rehire. An employee's seniority within a "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 except as provided herein. An employee who transfers or voluntarily demotes from one "class series" to another "class series" shall be allowed to include all periods of service within the former "class series" 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 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 series" within the period of his/her layoff eligibility, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment. 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, 2015.

For those employees who are placed in the Supervisory Association on or after July 1, 2010, seniority will be changed to time within the employee's current classification, versus time within the "class series".

(Revised 7-1-11)

5. A person laid off shall be entitled to displace to a position in an equal or equivalent class, or a lower class in which there is an employee with less seniority, and the position is represented by the Association.

(Revised 7-1-13)

6. A permanent full-time employee who displaces a permanent part-time employee, or a permanent part-time employee who displaces a permanent full-time employee must accept the type of position (full or part time) into which the employee is displacing.

7. 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 the drawing of lots.

8. 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 his/her 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 his/her highest class in more than one department, he/she shall displace in the department in which he/she has the most displacement seniority. If his/her 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.

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

10. 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.

11. 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 13 below.

12. 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 13 below.

13. 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, as long as the employee was offered the equivalent hours they were working prior to being laid off.

14. 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 Director of Human Resources 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.

15. 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.

(Revised 7-1-08)

16. The County agrees there will be no layoffs of WCNA members for FY 2010-1011 if it is for the purpose of maintaining the positions of maintaining positions of employees covered by labor agreements which did not meet the county-requested concessions. The parties recognize this would not restrict layoffs resulting from loss of grants or further economic declines in the budgeted county revenues for 2010-2011.

ARTICLE 21 - EDUCATIONAL FEES

Washoe County will reimburse Washoe County employees for one thousand dollars ($1,000.00) of course related costs for job-related courses taken upon satisfactory completion in accordance with the County policy approved by the Board of County Commissioners.

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

(Revised 7-01-04)

ARTICLE 22 - 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.

ARTICLE 23 - CLASSIFYING NEW POSITIONS

After the County authorizes a new position, the proposed duties and responsibilities shall be submitted to the WERCCS job evaluation committee for a determination of the appropriate classification. The job evaluation committee'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 10-23-01)

ARTICLE 24 - PERSONNEL INFORMATION

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 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 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 25 - 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 26 - 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 proposed to be taken.
2. A copy of the charges, including the acts of 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 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. 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. An appointing authority, upon giving notice as provided in Paragraph B above, may immediately suspend an employee against whom there is pending a criminal charge 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 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. 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, and [4] be served on the employee and the Association, either personally or by certified mail, and [5] be filed with the Director of Human Resources.

G. Either the employee or Association may protest the discharge, which protest shall be an appeal considered and processed in accordance with procedures of Article 27, Grievance Procedure commencing at Level II.

ARTICLE 27 - GRIEVANCE PROCEDURE

A. General

1. Definition
   (a) 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.

   (b) Grievant:
   (1) A County employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved.
   (2) The Association may file a grievance alleging a violation of the provisions of this Agreement on matters impacting the bargaining units, as a whole, such as conflicting interpretations of contractual provisions. However, the Association may not file a grievance "on behalf of" an individual without the signed approval of that individual.
   (c) Day: For purposes of this procedure a day is defined as a calendar day.
2. 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.
3. 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 his/her detriment and the redress sought.
4. Copies
   A copy of each official written communication on a grievance shall be filed with the Labor Relations Manager and the Association's Grievance Committee Chairman for record purposes.
5. 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.
6. Representation
   A grievant(s) shall have the right to representation by one (I) member of the Association's Grievance Committee at each step of the grievance procedure.

B. Procedure:

Level I:

The grievant shall take up the grievance with his/her 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 his/her 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.

Level II:

If the grievant is not satisfied with the decision rendered by the department head, he/she may appeal the decision to the County Manager or his designee within seven (7) days of receiving the decision. The County Manager or his designee shall render a decision in writing to the grievant and to the Association's Grievance Committee within seven (7) days of receiving the appeal.

Level III:

1. If the grievant is not satisfied with the decision rendered at Level II, the Association may within seven (7) days of receiving the decision, notify the County Labor Relations Manager in writing that the Association wishes to submit the grievance to arbitration. The submission shall indicate if the grievant is representing themselves rather than being represented by the Association. The parties recognize that assignment of authority to proceed to arbitration does not alter recognition of the Association as the employee's representative pursuant to NRS Chapter 288.
2. Within seven (7) days of receiving the written notice of submission to arbitration, the County Manager or his designee shall meet with the Association or the grievant or his/her representative and shall select a mutually acceptable 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 parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. 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. Except for cases involving discharge, the parties agree to utilize and be bound by the "Expedited Labor Arbitration Rules" of the American Arbitration Association unless the parties mutually agree to utilize the "Voluntary Labor Arbitration Rules". In cases involving discharge, the "Voluntary Labor Arbitration Rules" of the American Arbitration Association must be used unless the parties mutually agree to utilize the "Expedited Labor Arbitration Rules", based upon the circumstances of the particular discharge case.
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 his findings of fact, reasonings and decisions on the issues submitted. The arbitrator's decision shall be consistent with the law and with the terms of this Agreement and shall be binding upon the parties except as provided in Section C, 4 of this Article.

In cases involving discharges, suspension or demotion, the arbitrator may determine whether the action taken was for just cause, and if not, what remedy would be appropriate in the circumstances, including but not limited to reinstatement and full restoration of all wages and benefits with no loss of rights, or whatever action may be warranted under the circumstances of the case. The arbitrator's decision shall be final and binding on the parties. In cases of immediate suspension pending discharge, the arbitrator may, in the discharge protest, determine the validity of the suspension.

C. Condition

1. 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.

2. 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.

3. Settlement of Grievance

No grievance settled by an employee in a classification represented by the Washoe County Nurses Association shall be accepted by the County unless said employee has received concurrence of his/her division or department head on the settlement.

4. Arbitration

All hearings held by an arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

The arbitrator's fees, costs and expenses and the cost of the 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. For the purposes of this section the parties shall be considered as either the County and the Washoe County Nurses Association or, if a grievant is representing himself/herself, the County and the grievant(s).

The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement.

In the event that an arbitrator's award would cost Washoe County an amount in excess of 1/4¢ on the tax rate for any one specific grievance or 1¢ on the tax rate in the aggregate (more than one grievance) during the term of the Agreement, the Washoe County Commissioners shall have final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only. At the next meeting of the Washoe County Commissioners, the decision of the arbitrator and any other information shall be presented to the Washoe County Commissioners for consideration, and both parties shall have an opportunity to present their positions before the Washoe County Commissioners take final action on the grievance.

ARTICLE 28 - 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 in excess of 30 days, 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 27 that shall be the exclusive remedy for the appeal of disciplinary actions.
(Revised 10-23-01)

ARTICLE 29 - PHYSICAL EXAMINATIONS REQUIRED BY COUNTY

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

ARTICLE 30 - PROFESSIONAL LICENSE/FEES

The County shall pay for all professional licenses/fees that are required by law and as part of an employee's employment for permanent employees who have passed initial probation.
(Revised 7-7-97 & 7-1-13)

ARTICLE 31 - IN-SERVICE TRAINING

In-service training that is required by the Employer is included in hours worked. Employees required to attend in-service training on their regularly scheduled day off may, with the approval of the Division Director, have the option to:

A. Adjust their work schedule in order to attend during work hours; or
B. Receive compensation or compensatory time off at the rate of one and one-half times their normal hourly rate for hours dedicated to attendance.

ARTICLE 32 - 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 33 - DISTRIBUTION OF CONTRACT

The County agrees to furnish a copy of this Agreement to all employees represented by the Association and other personnel not within the bargaining unit but charged with the administration of this Agreement.

This Agreement shall be distributed to all employees represented by the Association and other personnel not within the bargaining unit within sixty (60) days from the signing of the contract by the County and the Association.

The County and the Association agree to equally share the cost of reproduction and distribution of the contract.

ARTICLE 34 - GRADES, CLASSIFICATIONS AND TITLES

The parties have entered into a point factor job evaluation process in which a job evaluation committee is granted authority to determine the points assigned to classifications in the bargaining unit pursuant to the Hay Classification process. The established Grades, Classifications and Titles in the Agreement are set forth in Article 2. 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.
(Revised 10-23-01)
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 35 - ON-SITE CHILD CARE

The County shall establish a Joint Labor-Management Child Care Committee to study the feasibility of developing an On-Site Child Care Facility at the County Administration Complex. Members of the committee shall serve without loss of time.

ARTICLE 36 - DISTRIBUTION 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 37- DURATION OF AGREEMENT

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

The Parties agree that new legislation, SB 241, went into effect in June of 2015. SB 241 encompasses "evergreen" clauses as they pertain to collective bargaining agreements. The Parties remain on opposite sides of the new law's interpretation.

Washoe County asserts that the "evergreen" language in Article 37 of the 2014-15 Collective Bargaining Agreement, "*it shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with collective bargaining schedule established under the Local Government Employee Management Relations Act, NRS Chapter 288, i.e. February first of each year*" immediately after the dates describing the duration of the Agreement, is in contravention of SB 241, and is therefore null and void pursuant to law and Article 32 of this Agreement. Washoe County therefore will not agree to include the quoted language in the Agreement.

The Association asserts that SB 241 does not affect the quoted language in Article 37 and seeks to continue to include that language in the Agreement.

In the interest of concluding negotiations for this 2015-16 agreement, the parties agree to abide by any legally binding decision concerning SB 241.

If, after a legally binding decision, the Association and/or the County desire to discuss the impact, they shall have the option to exercise the protocol set forth in Article 32 to negotiate the ramification(s) SB 241 has on the agreement.

This Agreement supersedes all prior practices and written agreements. 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 22nd day of September, 2015.

ARTICLE 38 – RIGHTS OF THE ASSOCIATION

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

The selection of employee representatives is the responsibility of the Association, provided, however, that the total number of accredited employee representatives shall not exceed fifteen (15). This number shall include employee grievance representatives, the Board of Directors of the

Association (which includes the officers of the Association), and the members of the Association negotiating team. Employee representatives shall be selected in such a manner as to provide representation for each major County facility,

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

Release time for Board members, employee grievance representatives, and/or members of the Association's negotiating team shall be limited for the purpose of (1) attending County functions/meetings, including negotiations (which term shall encompass statutory impasse procedures), which have a direct impact upon the Association, or (2) attending in accordance with the provisions of Article 32, Grievance Procedure, to matters relating to grievances arising out of alleged violations of this Agreement. Included within this release time procedure is the authorization for each member of the Association's negotiating committee and/or Executive Board to have a maximum of two (2) hours per week for meetings of the Association's negotiating committee and/or Executive Board during weeks when the Association and the County have or are going to have one (1) negotiating session. In the event that the County and the Association meet for negotiations for more than one time per week, then the above described release time limit will be increased by two (2) hours for each such session in excess of one (1) session.

Release time requires the advanced approval of the concerned employee's supervisor. Employees being contacted can be contacted during working hours only after obtaining approval of the appropriate supervisor. Approval of requests for release time under this Article shall not be unreasonably withheld.

Association representative may be afforded release time to attend to Association business in addition to the release time identified in paragraph 4 above 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.
(Added 7/1/08)

Marsha Berkbigler

MARSHA BERKBIGLER, CHAIR
WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

Julie Pomi

JULIE POMI, PRESIDENT
WASHOE COUNTY NURSES ASSOCIATION

July 1, 2001

MEMORANDUM OF UNDERSTANDING

WHEREAS, the County and WCNA 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 ("grand-fathered 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 grand-fathered 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 2003-2004; 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 classification.

3. Employees eligible to be paid within the grand-fathered 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. WCNA/WCSNA shall have one person on the WERCCS classification committee.

Dated: 10-23-01 (signed by Steven Watson)
For the County

Dated: 10-23-01 (signed by Mae Prosser-Strong)
For WCNA/WCSNA

MEMORANDUM OF AGREEMENT

NEW/VACANT POSITIONS

The department will develop a policy with input from the WCNA for the posting of vacant and/or new positions. Such policy will contain a procedure by which nurses may apply and be considered for new positions and/or transfer into vacant existing positions that may include a modification of work hours.

This policy will also include situations where current staff may have an opportunity to modify work hours.
(Added 7-01-05)

APPENDIX A

SALARY SCHEDULE
WASHOE COUNTY NURSES ASSOCIATION (SUPERVISORY)
* Effective: 07/01/15

Class Code	Salary Grade		Job Class Title	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
0623	O	QQ	Public Health Nurse Supervisor	34.04	-	44.23	70,803.20	-	91,998.40

* Reflects 3% COLA Adjustment

SALARY SCHEDULE
WASHOE COUNTY NURSES ASSOCIATION (SUPERVISORY)
* Effective: 07/27/15

Class Code	Salary Grade		Job Class Title	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
0623	O	QQ	Public Health Nurse Supervisor	33.66	-	43.73	70,012.80	-	90,958.40

* Reflects 1.125% PERS Contribution Rate Adjustment (Reduction) for Regular PERS members

APPENDIX B

WASHOE COUNTY NURSES ASSOCIATION
LIST OF CLASS SERIES

TITLE	CLASS CODE	GRADE
Public Health Nurse		
Public Health Nurse Supervisor	0623	OQQ
Advanced Practitioner of Nursing	0603	NQQ
Public Health Nurse II	0605	NNO
Disease Intervention Specialist	0640	NNO
Disease Intervention Specialist	17501	NNN
Public Health Nurse I	0604	NLL
Community Health Epidemiologist	**0645**	**NOO**
Licensed Practical Nurse	**0601**	**NJJ**
Registered Nurse		
Advanced Practitioner of Nursing	0603	NQQ
Registered Nurse I	0602	NKK