# AGREEMENT

**BETWEEN**

# THE COUNTY OF WASHOE
# STATE OF NEVADA

**AND**

# THE WASHOE COUNTY
# PUBLIC ATTORNEYS
# ASSOCIATION

# 2015 – 2016

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## ARTICLE 1 - PREAMBLE

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

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

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

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

## ARTICLE 2 - RECOGNITION

The terms and conditions of this Agreement shall apply to those Attorneys of the classes described below, regardless of membership in the Association, save and except those members of the District Attorney's office employed in the Civil Division.

Notwithstanding exclusion of Civil District Attorneys from the bargaining unit, the parties agree that effective with the July 1, 2010 Agreement, the Deputy District Attorneys within the Child Welfare Unit shall be included within the bargaining unit and have so provided in the following section.
(Added 7/1/10)

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

Deputy District Attorney I
Deputy District Attorney II
Deputy District Attorney III
Deputy District Attorney IV
Civil Deputy District Attorneys I, II, III and IV-Child Welfare Unit
Deputy Public Defender I
Deputy Public Defender II
Deputy Public Defender III
Deputy Public Defender IV
Attorney - Senior Law Project

(Revised 7/1/10)

## ARTICLE 3 - ESTABLISHMENT OF NEW POSITIONS

In the event that the County establishes a new position requiring a license to practice law in the State of Nevada, the Association will be notified in writing of the classification and salary grade, and whether the position is intended to be included in the bargaining unit.
(Revised 7/05/01)

## ARTICLE 4 - STRIKES AND LOCKOUTS

A. The Association will not promote, sponsor or engage in, against the County, any strike, slow down, interruption of operation, stoppage of work, absence from work upon any pretext or excuse not founded in fact, or by other intentional interruption of County business, regardless of the reason for so doing.

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

## ARTICLE 5 - RIGHTS OF MANAGEMENT

Except as modified or abridged by this Agreement, the County has the right and is entitled to:

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

## ARTICLE 6 - RIGHTS OF THE ASSOCIATION

A. The County recognizes and agrees to deal with accredited employee representatives of the Association on all matters within the scope of negotiations as well as those covered by this agreement.

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

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

D. Release time for officers of the Association, employee representatives, employee grievance representatives, and employee negotiating team representatives shall be limited for the purpose of: (1) attending County functions/meetings, including negotiations (which term shall also encompass statutory impasse procedures), which have a direct impact upon the Association; or (2) attending in accordance with the provisions of Article 27, Grievance Procedure, to matters relating to grievance.

Employee release time shall be without loss of compensation, seniority, or other benefits. For negotiations with the County, no more than four (4) persons at the same time shall be granted release time.

1. Included within this release time procedure is the authorization for each member of the Association's negotiating committee and/or officers of the Association's Board to have a maximum of one (1) hour per week for meetings of the Association's negotiating committee and/or officers of the Association during weeks when the Association and the County are going to have one (1) negotiating session.
2. In the event that the County and the Association meet for negotiations more than one (1) time per week, then the above described release time limit will be increased by one (1) hour for each session in excess of one (1) session.

E. Release time requires the advance approval of the appointing authority or his/her designee. Approval of a request for release time under this article shall not be unreasonably withheld.

## ARTICLE 7 - NONDISCRIMINATION

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

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

C. The provisions of this agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, or political affiliation.
(Revised 7/1/10)

## ARTICLE 8 – WORK HOURS

Individuals covered by this Agreement are professional, salaried employees and are therefore exempt from the overtime provisions of the Fair Labor Standards Act.
(Revised 1/01/95)

## ARTICLE 9 - ANNUAL LEAVE

A. Vacation Accrual for Full-time Employees:

1. On the first day of the pay period following the completion of six (6) months continuous County service, each employee who is employed full time shall be entitled to forty-eight (48) hours vacation leave credit.

   Thereafter, employees shall accrue vacation credit at bi-weekly equivalent of the rates established below:

| Years of Continuous Service | Annual Hours Earned |
|---|---|
| Less than three (3) years | 96 hours |
| Three (3) but less than five (5) years | 136 hours |

| | |
|---|---|
| Five (5) but less than ten (10) years | 152 hours |
| Ten (10) but less than fifteen (15) years | 176 hours |
| Fifteen (15) but less than twenty (20) years | 192 hours |
| Twenty (20) years or more | 200 hours |

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

B. Generic 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 layoff, in which case bridging will be authorized if the employee is re-employed in a permanent position, or unless an employee who separates is re-employed within one (1) year and then works a minimum of one (1) year upon re-employment.
2. Vacation credit shall accrue only when 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 department and the seniority and wishes of the employees. Vacation credit may be accumulated from year to year not to exceed 240 hours. Amounts in excess of 240 hours as of the end of the biweekly pay period encompassing December 31st shall be forfeited as of that pay period. Provided, if an employee, on or before October 1, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of two hundred and forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The Department's obligation is to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. For example, an employee on October 1, requests to use forty (40) hours annual leave for the five (5) workdays preceding Christmas. The Department may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave. Vacation leave taken during a biweekly period shall be charged before vacation leave earned during that pay period is credited.
4. Except as otherwise provided in this Article, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated vacation earned through the last day worked. If this date is earlier than the last pay period, the vacation shall be prorated.

(Revised 1/01/04)

## ARTICLE 10 - SICK LEAVE

A. Each employee in the service of the County for less than ten (10) years shall be credited with sick leave at the rate of 4.62 hours for each bi-weekly pay period of full-time service. Each employee in the service of the County for ten (10) or more continuous years shall be credited with 5.54 hours for each bi-weekly pay period of full-time service. Part-time employees shall be allowed pro-rated sick leave on the basis of the rates established for full-time employees. Sick leave is cumulative from year to year.

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

1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
2. When quarantined; When receiving required medical or dental service or examination;
3. When receiving required medical or dental service or examination;
4. Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose "immediate family" means the employee's spouse, parents (including step and foster), domestic partner, children (including step and foster), brothers or sisters, grandparents and corresponding relation by affinity;
(Revised 7/1/10)
5. During the first three months of a newborn infant's life, upon incapacitation of the primary care giving family member;
6. Upon death of an employee's immediate family, he/she may use accrued sick leave not to exceed five (5) days for attending the funeral services. For this purpose "immediate family" means the employee's spouse, parents (including step and foster), domestic partner, children (including step and foster), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews and corresponding relation by affinity.
(Revised 7/1/10)
7. For adoption. 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.

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

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

E. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during sick leave period shall not be counted as sick leave time. Sick leave taken during a bi-weekly pay period shall be charged before sick leave earned that pay period is credited.

F. An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or upon termination of an employee after ten (10) years of full-time employment or its equivalent, an employee shall be compensated for total accrued sick leave in excess of three hundred (300) hours at the rate of one (1) hour's pay at the employee's regular hourly rate for every two (2) hours of such excess. The maximum payment for accrued sick leave shall not exceed eight hundred (800) hours at the employee's regular hourly rate. No payment shall be made for accrued sick leave of three hundred (300) hours or less.
(Revised 7/1/13)

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

H. Starting with the first pay period in a calendar year, employees who use zero (0) to thirty-two (32) hours of sick leave as of the last full pay period in a calendar year shall receive twenty four (24) hours of personal paid leave credit at the end of the first full pay period the following January. Employees who use thirty-three (33) to forty (40) hours of sick leave in this same period shall receive eight (8) hours of personal paid leave at the time specified above. The personal leave must be used by the end of the last full pay period in the calendar year in which it is credited and if not used, will be forfeited. There will be no cash payment for unused personal leave.

I. Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated vacation must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be four hundred eighty (480) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.
(Revised 2/25/00)

J. 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 1/01/04)

K. Following ratification of the labor agreement, the parties agree to form a committee of management and association representatives to study options relating to issues surrounding sick leave usage, sick leave incentive programs, paid time off, and other concepts and best practices utilized in these areas. The determination of the feasibility of implementation of such programs shall be reserved to negotiations of the successor labor agreement unless mutually accepted, ratified and approved by the respective employee associations and the Washoe County Board of County Commissioners.
(Added 1/01/04)

## ARTICLE 11 - MILITARY LEAVE

In accordance with NRS 281.145, any employee of the County who is absent due to being called into the military services of the United States, or the State of Nevada, to serve under orders of military duty, shall be relieved from his County duties, upon his presentation of orders, to serve without loss in regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year. Any such absence shall not be deemed to be an employee's annual vacation.

## ARTICLE 12 - LEAVE OF ABSENCE

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

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

C. Upon request of the appointing authority and approval of the Board of County Commissioners, a leave of absence may be granted to an employee who desires to attend school or college or to enter training to improve the quality of his/her service, who is temporarily incapacitated by illness or pregnancy, who is loaned to another governmental agency for the performance of a specific assignment, or for some other reason equally satisfactory. A leave of absence shall not be granted to an employee who is leaving the County service to accept other employment.

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

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

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

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

H. Leaves of absence with pay shall be granted to an employee to act as a volunteer fireman for any regular organized and recognized fire department for the protection of life or property during working hours or fractions thereof which should otherwise have been devoted to County employment.

I. Disability Retirement:

Employees hired prior to April 29, 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 7/10/05)

## ARTICLE 13 - MATERNITY/PATERNITY LEAVE

The department will make any reasonable effort to permit the employee to use accumulated annual leave for the purpose of pregnancy, childbirth, or care of a newborn infant(s).

## ARTICLE 14 - SALARIES

A. Schedule of Salary Ranges

1. The Schedule of Salary ranges of all personnel covered by this Agreement is set forth in Appendix A.
(Revised 07/01/2015)

2. The salary schedules listed in the Appendices to this Agreement are subject to change during the term of the Agreement as a result of changes to the retirement contribution rate provided for under NRS 286.421,3,a),(2).

3. 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 of 3.00% to all employees covered by the WCPAA contract.

B. The Appointing Authority shall review and evaluate the performance of each attorney in their respective offices annually as provided for in the Washoe County Merit Personnel Ordinance.

C. Merit Salary Adjustments

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

2. Employees shall be notified within 30 days after their merit salary increase is due whether their merit salary adjustment has been denied. If the employee is not notified within 30 days of his/her merit salary adjustment due date, then the merit salary adjustment shall be granted.

3. Authorized leave without pay for thirty (30) days or less in a year shall not result in a new anniversary date. Authorized leave without pay in excess of thirty (30) days in a year shall establish a new anniversary date by adding the amount of the leave time to the employee's original anniversary date.

D. Salary Upon Promotion

When an employee is promoted, he is entitled to the entry salary for the higher grade or ten percent (10%) above the employee's base salary, whichever is greater, provided there is at least a ten percent (10%) differential between the top of the salary range for the lower grade and the top of the salary range for the higher grade. If the differential between the two grades is between five percent (5%) and ten percent (10%), the employee is entitled to the entry salary for the higher grade or the differential between the two grades whichever is greater. In all instances, the amount of the salary increase upon promotion must not exceed the top of the salary range for the higher grade.

E. Movement Between Levels I, II, and III

Deputy District Attorney I, II, and III and Deputy Public Defender I, II, and III, are deep classes with level III as the journey level. Employees normally move from one level to the next within the deep classes after completing one year at the top salary range for the respective level. Deputy District Attorney IV and Deputy Public Defender IV are limited classifications to which employees must be specifically appointed; therefore, time and movement references within this section do not apply.
(Revised 7/05/01)

## ARTICLE 15 - HOLIDAYS AND HOLIDAY PAY

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

B. Employees eligible for holiday pay shall receive same for those holidays prescribed in NRS 236.051 delineated as follows:

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

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

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

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

E. In order to be eligible for holiday pay the employee must be in a paid status before and after the holiday.

F. 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.

## ARTICLE 16 - CRIME CONSULTATION PAY

A. Crime consultation time is defined as any period when an employee has completed his/her normal work day or work week and is restricted by his/her supervisor in order to be immediately available for call to:

(1) attend at crime scenes to advise and observe police agencies and their personnel; and

(2) be available in a consultative capacity to police agencies and their personnel.

B. Employees on scheduled crime consultation duty shall be compensated, in addition to their regular salary, at the rate of one thousand dollars ($1,000) per week for a regular week and for a workweek containing a holiday, at the rate of one thousand two hundred and fifty dollars ($1,250).
(Revised 7/01/15)

C. Team Chiefs/designees who are placed on weekly standby shall receive five hundred dollars ($500) per week for such standby. If a Team Chief/designee is designated to receive crime consultation pay under paragraph B above, he/she shall not receive the $500 standby pay during the week he/she is receiving the crime consultation pay.
(Revised 7/01/15)

## ARTICLE 17 - PARKING ALLOWANCE

The County shall provide a $15.00 per biweekly pay period parking allowance for employees working in downtown Reno who are not provided free parking. At such time as the County constructs a parking facility, the employee receiving the allowance will be required to park in the County facility and pay the required fee to the County. The County's fee charged to the employee shall not exceed the fee charged at other comparable downtown Reno parking facilities. The County agrees to meet and confer with the Association regarding an increase in the parking allowance once the County has made a decision regarding the parking situation.
(Revised 7/01/05)

## ARTICLE 18 - PRIVATE TRANSPORTATION

In the event an employee covered hereunder is required to use 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 the IRS Regulations for tax purposes, then the County shall pay the maximum allowable by the IRS.

Washoe County shall reimburse employees for the additional insurance premium imposed by required business use of the employee's private vehicle. Employees requesting such reimbursement must provide proof of additional business insurance premium to the County.

During the term of this agreement, if the County modifies it's general policies for employees required to use their private vehicles for business use to provide for payments or reimbursements greater than contained in this agreement, the County agrees to extend such benefits to the bargaining unit.
(Revised 7/05/01)

## ARTICLE 19 - CAREER INCENTIVE PAY

All employees covered hereunder who have completed a total of five (5) years but less than ten (10) years of full time service with the County and whose performance has been rated standard or better for the preceding review period, shall be entitled to longevity pay at the rate of one hundred fifty dollars ($150) per year of service up to an annual payment of thirteen hundred fifty dollars ($1,350) for nine (9) years of service. Employees who have completed ten (10) years or more of full time service with the County shall not receive the $150 per year of service payment, but instead shall be entitled to an annual longevity pay of three percent (3%) of the employee's annual base salary. An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effective in equal semi-annual installments payable on the first payday of June and December immediately following a determination of eligibility.

*Examples:* An employee with eight (8) years of full time service would be entitled to an annual longevity payment of $1,200, $600 of which would be paid in June and $600 paid in December. An employee with twelve (12) years of service and with an annual base pay of $70,000 would be entitled to an annual longevity payment of $2,100, $1,050 of which would be paid in June and $1,050 paid in December.
(Revised 1/01/98)

## ARTICLE 20 - PROFESSIONAL ORGANIZATION AND DUES

The County recognizes and acknowledges that it is necessary for every employee, in order to practice law in the State of Nevada, to maintain his/her standing in the Nevada Bar Association and to obtain, on an annual basis, Continuing Legal Education credits. The County shall compensate

each employee for professional dues/ fees for membership in the Nevada Bar Association and CLE credits and fees.

In addition, every employee will be reimbursed for membership in one organization of the employee's choice selected from the following list, up to a maximum of $80 annually:

For all attorneys:
- American Bar Association
- Public Lawyers Section of the Nevada Bar Association
- Washoe County Bar Association

For Deputy District Attorneys only:
- National District Attorneys Association
- Nevada District Attorneys Association

For Deputy Public Defenders Only:
- National Legal Aid and Defenders Association
- National Association for Criminal Defense Lawyers
- California Public Defenders Association
- Northern Nevada Association for Criminal Defense Lawyers
- National Trial Lawyers Association
- Nevada Trial Lawyers Association

Continuing Legal Education credits shall be scheduled as far in advance as is practical and must have the advance approval of the appointing authority. Tuition, and if applicable, travel and lodging expenses shall be paid by the County. Employees shall be provided at least $350 per fiscal year for CLE. In the event the employee does not utilize the full $350 in any fiscal year, the remainder shall be carried over to the ensuing fiscal year.
(Effective 7/01/95)

## ARTICLE 21 - TEMPORARY SUPERVISOR PAY (OUT OF CLASS PAY)

In the event an employee is temporarily assigned to serve in an acting capacity in a position allocated to a higher range than that in which he/she is employed, the following policies and procedures shall apply:

1. 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.
2. Higher pay will be applied retroactively to the first day of the assignment provided that the conditions listed above are met.
3. The rate of pay for the assignment will be determined in accordance with the provisions dealing with Salary Upon Promotion in Article 14, D.
4. The employee's status in his/her regular classification continues and his/her anniversary and salary review dates are determined by his/her regular classification.
5. Pay for work in a higher classification shall end when the temporary assignment is terminated.

## ARTICLE 22 - GRADES, CLASSIFICATIONS AND TITLES

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

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

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

The effective date of a position(s) reclassified to a class having a higher salary grade shall be either the date the position(s) was studied or ninety (90) days after the request to study the position(s) was received in the Human Resources Department, whichever occurs first. The status of employees so reclassified shall be governed by the provisions of the Merit Personnel Ordinance. The effective date of a position(s) reclassified to a class having a lower salary grade shall be the date the position(s) was studied. An employee in a position so reclassified shall retain the employee's status in the lower classification, and if the employee's salary is above the top of the salary range for the lower classification, shall have the employee's salary frozen at their existing rate until the lower salary grade reaches the employee's frozen rate.
(Added 7/05/01)

## ARTICLE 23 - INSURANCE PLANS

A. 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.

B. Insurance Appeals Committee

The Parties agree to the establishment of an Insurance Appeals Committee composed of one representative from each Association and representatives of the County. The Committee shall have authority to review and make decisions on appeals involving the payment of benefits under the County's Health Plan. The decisions of the Committee shall be final and binding on the parties.

Committee members shall serve without loss of pay or benefits.

C. Insurance Negotiating Committee

1. Establishment, Purpose and Effective Date

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

The purpose of the Committee is to recommend to the Washoe County Commission any benefit changes in the County's medical, dental, vision and life insurance plans.

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

2. Composition of Committee

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

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

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

Release Time: Any insurance committee member shall be granted time off from their assigned duties with Washoe County to attend the hearing at the County's expense. No overtime costs shall be paid to any employee attending the hearing.
(Added 7-1-10)

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. The Association agrees to waive the requirement, for one fiscal year, of pre-funding the retiree medical benefit account that comes due July 1, 2009.

4. For those employees hired on or after April 29, 1998 through June 30, 2011 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.

(Revised 7-1-10)

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)

## ARTICLE 24 - DUES DEDUCTION

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

B. The remittance to the Association shall be forwarded to the Treasurer of the Association on a monthly basis.

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

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

## ARTICLE 25 - COPY OF CONTRACT

The County will provide each employee with a copy of this Agreement within sixty (60) days after the signing of this Agreement. New employees will be provided copies of the Agreement at the time of hire. The cost of reproducing this Agreement for distribution shall be borne equally by the parties.

## ARTICLE 26 - PERSONNEL INFORMATION

A. Personnel Files

1. An employee and/or his/her representative with written approval, shall upon request and by appointment, be permitted to examine his/her personnel file which shall be kept in the Personnel Department. An employee shall be given a copy of any material in his/her file.
2. No material derogatory to an employee covered hereunder shall be placed in his/her personnel file unless a copy of same is provided to the employee. The employee shall be given an opportunity to submit a written response/rebuttal which shall be attached and accompany the material and shall not be removed from the file, unless the material is purged and destroyed.

B. Bridging Service

Time served as a Law Clerk/Bailiff for the Second Judicial District immediately preceding County employment shall be credited for purposes of sick leave accrual, vacation eligibility and accrual, career incentive, and retiree's Health Insurance premium eligibility. Such employment shall not be credited for merit salary increases.

## ARTICLE 27 - GRIEVANCE PROCEDURE

I. General

A. Definitions

1. Grievance: A grievance is a dispute by one or more employees or the Association concerning the interpretation or application of an expressed provision of this Agreement.
2. Grievant:
   (a) A County employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved.
   (b) The Association may file a grievance alleging a violation of contract terms in an attempt to avoid negative precedent.

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

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

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

E. Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties.

F. In lieu of submitting a grievance in writing, a grievance or response via e-mail to the appropriate party shall suffice.

II. Procedure

Step 1

The aggrieved employee shall take up the grievance with his immediate supervisor or, in the event the matter giving rise to the grievance occurs at the supervisory level above the immediate supervisor, the grievant may file a grievance with the next level of supervision within fourteen (14) days of when the employee knew or should have known of the occurrence giving rise to the grievance. The supervisor shall attempt to adjust the matter at that time. If the grievance is not settled during the informal discussion, the grievant shall submit it in writing to this supervisor within seven (7) days of the informal discussion. The supervisor shall render a decision to the grievant within seven (7) days after the receipt of the written grievance.

Step 2

In the event that the grievant is not satisfied with the Step 1 written response to the grievance, the employee may refer the grievance in writing to the Appointing Authority within seven (7) days after receipt of the written response. The Appointing Authority shall render a decision in writing within seven (7) days after receiving the grievance.

Step 3

In the event that the grievant is not satisfied with the decision rendered at Step 2, within fourteen (14) days of receipt of such decision, he/she may make a request in writing for arbitration to the County Manager. If the grievant is representing him/herself rather than being represented by the Association, the matter may be submitted to arbitration, but particular attention is to be drawn to the provision of this Article regarding the cost associated with the arbitration.

III. Arbitration

Both parties shall mutually or severally set forth the issues(s) to be arbitrated in advance of selecting an arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The selection of the Arbitrator shall be made from the list provided by alternately striking names, the party striking first shall be determined by lot. The arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing which shall set forth his findings in fact, reasoning, and decision on the issues submitted. The arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties. The arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any of the provisions of this Agreement.

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

themselves, after being advised that the Association is not supporting the grievance, then the expense of arbitration, including the arbitrator's fee/cost and the expenses and costs of the arbitrator's transcript, if any, shall be borne equally by the grievant and the County.

## ARTICLE 28 - RETIREMENT CONTRIBUTION

The County shall pay 100% of the employee's contribution to the retirement plan in the manner prescribed by the Public Employees Retirement System (P.E.R.S.) pursuant to NRS 286.421.
(Revised 1/01/98)

Should Washoe County pay the employee's portion for any association's PERS contribution that takes effect in FY 2009, the County shall pay the increase for WCPAA in like manner.
(Added 2/27/09)

## ARTICLE 29 - ASSOCIATION USE OF COUNTY BUILDINGS

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

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

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

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

## ARTICLE 30 - ACCESS TO INFORMATION

Upon written request of the Association, the County shall make available information pertaining to employees covered by this Agreement for the Association's retention and record. The County shall provide one copy of a report that includes: Classification, Grade, Rate of Pay, Hire Date, and Date in Class.

## ARTICLE 31 - BULLETIN BOARD USE

A. The County agrees to provide space in the offices of the District Attorney, the Public Defender, and the Senior Citizens Center for the Association to post one (1) bulletin board. Said bulletin board shall not exceed three (3) feet by four (4) feet in area.

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

## ARTICLE 32 - SAVINGS CLAUSE

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

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

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

## ARTICLE 33 – DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include 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. Wages owed shall be paid at the rate earned.
(Added 1/01/04)

## ARTICLE 34 - AMENDMENTS TO AGREEMENT

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

## ARTICLE 35- INNOCULATIONS/EXPOSURES

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

## ARTICLE 36– LAYOFF PROCEDURES

In the event a Department employing public attorneys within the classifications covered by this Agreement determines a layoff is necessary, the following procedure will apply:

A. The Department Head shall first make a determination of the overriding reasons and necessity for a layoff. This shall include the economic and business reasons for the layoff, the classifications and the anticipated number of employees to be affected.

B. Prior to finalizing the employees to be laid off, the foregoing determination shall be provided to the Association in writing to allow the parties to meet and confer on the decision. The parties shall have seven (7) days from receipt by the Association of the Department determination to meet and discuss the layoff.

C. Upon receipt of any input by the Association, the Department Head shall finalize the layoff determination and shall provide 30 days written notice to the employees selected for layoff.

D. The parties recognize that the bargaining unit employees are at will employees and serve at the pleasure of their respective Department Heads; accordingly, the determination and decision by the Department Head is not subject to appeal pursuant to the contractual grievance procedure.

## ARTICLE 37- SCHOOL RELEASE TIME

Employees covered by this agreement whose children are enrolled in a public or private school shall be granted up to four hours per child per year to attend school-related functions, in accordance with NRS 392.920, NRS 392.4577, NRS 394.179 and NRS 394.1795.
(Added 7-1-10)

## ARTICLE 38 - TERMS OF AGREEMENT

A. This Agreement shall be effective on July 1, 2015, and shall continue in full force and effect 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 38 (B) of the 2014-15 Collective Bargaining Agreement, which read,

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

is in contravention of SB 241, and is therefore null and void pursuant to law and Article 32 (B) 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 38 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 (C) to negotiate the ramification(s) SB 241 has on the agreement.

IN WITNESS WHEREOF, the County and the Association have caused this Agreement to be duly executed by their authorized representative this 8th day of September, 2015.

**FOR THE ASSOCIATION:**

Roy Stralla, President
Washoe County Public Attorneys Association

**FOR WASHOE COUNTY:**

Marsha Berkbigler, Chair
Washoe County Board of Commissioners

## APPENDIX A - SALARY SCHEDULE

### WASHOE COUNTY PUBLIC ATTORNEY'S ASSOCIATION
### * Effective: 07/01/2015

| Class Code | Salary Grade | | Job Class Title | Hourly Range Minimum | | Maximum | Annual Range Minimum | | Maximum |
|---|---|---|---|---|---|---|---|---|---|
| 1090 | A | OO | Deputy District Attorney I | 30.62 | - | 41.13 | 63,689.60 | - | 85,550.40 |
| 1080 | A | OO | Deputy Public Defender I | 30.62 | - | 41.13 | 63,689.60 | - | 85,550.40 |
| 1091 | A | QQ | Deputy District Attorney II | 34.99 | - | 47.22 | 72,779.20 | - | 98,217.60 |
| 1081 | A | QQ | Deputy Public Defender II | 34.99 | - | 47.22 | 72,779.20 | - | 98,217.60 |
| 1092 | A | TT | Deputy District Attorney III | 41.04 | - | 59.47 | 85,363.20 | - | 123,697.60 |
| 1082 | A | TT | Deputy Public Defender III | 41.04 | - | 59.47 | 85,363.20 | - | 123,697.60 |
| 1065 | A | TT | Attorney, Senior Law Project | N/A | - | N/A | N/A | - | N/A |
| 1093 | A | UU | Deputy District Attorney IV | 45.92 | - | 64.65 | 95,513.60 | - | 134,472.00 |
| 1083 | A | UU | Deputy Public Defender IV | 45.92 | - | 64.65 | 95,513.60 | - | 134,472.00 |

* Reflects 3.00% COLA effective 07/01/2015 (as approved by the BCC on 09/08/2015)

### WASHOE COUNTY PUBLIC ATTORNEY'S ASSOCIATION
### *Effective: 07/27/2015

| Class Code | Salary Grade | | Job Class Title | Hourly Range Minimum | | Maximum | Annual Range Minimum | | Maximum |
|---|---|---|---|---|---|---|---|---|---|
| 1090 | A | OO | Deputy District Attorney I | 30.28 | | 40.67 | 62,982.40 | | 84,593.60 |
| 1080 | A | OO | Deputy Public Defender I | 30.28 | | 40.67 | 62,982.40 | | 84,593.60 |
| 1091 | A | QQ | Deputy District Attorney II | 34.60 | | 46.69 | 71,968.00 | | 97,115.20 |
| 1081 | A | QQ | Deputy Public Defender II | 34.60 | | 46.69 | 71,968.00 | | 97,115.20 |
| 1092 | A | TT | Deputy District Attorney III | 40.58 | | 58.80 | 84,406.40 | | 122,304.00 |
| 1082 | A | TT | Deputy Public Defender III | 40.58 | | 58.80 | 84,406.40 | | 122,304.00 |
| 1065 | A | TT | Attorney, Senior Law Project | N/A | | N/A | N/A | | N/A |
| 1093 | A | UU | Deputy District Attorney IV | 45.40 | | 63.92 | 94,432.00 | | 132,953.60 |
| 1083 | A | UU | Deputy Public Defender IV | 45.40 | | 63.92 | 94,432.00 | | 132,953.60 |

* Reflects 1.125% PERS Contribution Rate Adjustment (Decrease)

## APPENDIX B – PUBLIC ATTORNEYS LIST OF ARBITRATORS 2010 – 2011

| | |
|---|---|
| Paul Staudahour | 510-881-3080 |
| Barry Winnograd | 510-465-5000 |
| Charles Askin | 925-934-1929 |
| Catherine Harris | 916-443-6366 |
| Douglas Collins | 310-372-8959 |
| Phillip Tamoush | 800-747-9245 |
| Joe Henderson | 707-838-9910 |
| Alexander Cohen | 707-226-7096 |
| Fredric R. Horowitz | 310-829-6064 |
| Norman Brand | 415-982-7172 |
| Ronald Hoh | 916-202-7718 |