

The following are negotiated changes to the contract for FY 10/11 changes are in bold type.

ARTICLE 8 - SALARIES OF PERSONNEL

C. Salary Adjustments

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

(Revised 7-1-05)

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

EXPLANATION: Several times this year we have found that when COLA's and merits were done at the same time, there have been errors in SAP. We have prevailed because the county code and our contract were not clear. This will require if it is a "merit" increase, no matter when the error is discovered the employee will be compensated beyond the one year mark other errors are held to.

ARTICLE 12 - SHIFT DIFFERENTIAL/SHIFT BIDDING

General Provisions

The shift schedule shall be posted not less than fifteen (15) days prior to its effective date. The Sheriff may, for reasonable and articulable operational needs, reassign employees who hold shift bids.

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

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

EXPLANATION: During shift bidding on those classifications that work 24/7 employees will find that their shifts can be back to back. Prior to this negotiation it was incumbent upon the employee to use their own vacation time if they wanted to take off the entire shift, now it is split between management and the employee.

ARTICLE 17 – SICK LEAVE

D. Sick Leave

Upon illness in an employee's immediate family where such an illness requires the employee's attendance. For this purpose, "immediate family" means the employee's spouse, parents (including step and foster), children (including step and foster), and corresponding relations by affinity to the above, brothers sisters, and if living in the employee's household, includes grandchildren, ***or domestic partner as defined by NRS122A Domestic Partners.***

Bereavement Leave

Employees may use up to three (3) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's ***"immediate family" defined as the employee's spouse, parents (including step and foster), children (including step and foster), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews, corresponding relation by affinity, or domestic partner, as defined by NRS 122A Domestic Partners.***

EXPLANATION: NRS122A allows for coverage on Domestic partners to be covered by employer insurance. This article was updated to cover the relationships of persons in bereavement leave, as well as, to not have bereavement leave counted against the employee for purpose of obtaining personal leave at the end of the year.

ARTICLE 19 - HEALTH PLAN

(1) Washoe County District Attorney Investigators Association – Supervisory Unit

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 LR 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 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.

EXPLANATION: This article keeps the insurance negotiations committee intact and Associations agree that if we come to impasse in insurance negotiations we will allow a neutral third party experienced in insurance matters to render a decision.

ARTICLE 20 - ON-THE-JOB-INJURY BENEFITS

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

the granting of such flex schedules at the discretion of management. Employees may also request unpaid leave to attend such appointments.

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

EXPLANATION: NRS 616C.477 Allows for employees who are injured on the job to avail themselves of workers compensation. The change in this article ensures those employees who are in remote locations are properly compensated if they have to come into Reno/Sparks for treatment of those injuries and also allows employees to take "unpaid" leave if they want to attend appointments.

ARTICLE 24 – REDUCTION IN FORCE LAYOFFS– CONSOLIDATION REOPENER

The parties agree that Article 24-Reduction In Force-Layoffs-Consolidation Reopener-Shall maintain current language for FY 10/11, except as follows:

1. Paragraph 3 shall be amended for FY 10/11 by holding in abeyance "All other conditions being equal:
2. The parties agree to continue to work on Association's proposal to amend and clarify the lay off procedures for a period of 90 days. In the event the parties are unable to agree on amendment to said procedures, the parties agree to participate in non-binding mediation in an attempt to resolve the issues.

EXPLANATION: Parties could not agree on language in this article, requested more time to negotiate wording and impacts. Both management and labor agreed to continue negotiations on this article for 90 days to come to a resolution.