

# **AGREEMENT**

**BETWEEN**

**THE COUNTY OF WASHOE  
STATE OF NEVADA**

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

**OF**

**THE WASHOE COUNTY  
EMPLOYEES ASSOCIATION**

**2010-2011**



This Agreement, made and entered into this 1<sup>st</sup> day of July, 2010, by and between the Board of County Commissioners of Washoe County, hereinafter referred to as the County, and the Supervisory-Administrative Negotiating Unit of the Washoe County Employees Association, hereinafter referred to as the Association.

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## **ARTICLE 1 - PREAMBLE**

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

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

WHEREAS, the parties to this Agreement and the employees covered by this Agreement recognize their responsibility to provide the services for which they are involved without interruption; and WHEREAS, the parties understand that the Board of County Commissioners is charged by law with the duty and responsibility of operating and providing County Government services and in carrying out those duties and responsibilities in employing County Employees in its operation. The Terms and Conditions of employment of employees and County regulations and rules affecting the employment of those employees are matters of mutual concern to the County and the Association. It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations, exchanging communications and views and resolving any misunderstandings or grievances and to set forth herein article form of this Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment;

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

## **ARTICLE 2 - RECOGNITION**

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

The County shall provide 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 temporary seasonal employees or temporary full or part-time employees who have worked less than six (6) consecutive months and intermittent hourly employees.

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

(Revised 7-1-01)

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

### **A. EMPLOYEE RIGHTS**

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

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

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

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

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

## B. NON-DISCRIMINATION

1. The parties hereto agree not to willfully discriminate against any employee because of race, color, religion, sex, sexual orientation, age, protected disability, national origin, or because of political 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 32.

(Revised 7-1-01)

## 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.

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

## ARTICLE 5 - EMPLOYEE REPRESENTATIVES

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 thirty (30). 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, (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 and (3) to attend training conferences or conventions. 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 1 hour 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 one (1) hour 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.

When attending to the duties provided in this Article during work hours, employee representatives shall be on compensated release time up to a total of 440 hours per year. To the extent that the release time units above are exhausted, release time will be allowed with the Association being responsible to reimburse the County for all straight time hours utilized by employee representatives in excess of the total compensated release time above.

(Revised 7-1-08)

## **ARTICLE 6 - MANAGEMENT RIGHTS**

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

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

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

## **ARTICLE 7 - CONSULTATION**

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

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

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

1. The Schedule of Salary ranges of all personnel covered by this Agreement is set forth in Appendix B, with the appropriate effective dates. The salary schedules listed in the

Appendices to this Agreement are subject to change during the term of the Agreement as a result of changes to the retirement contribution rate provided for under NRS 286.421, 3, (a), (2). In adopting the Schedule of Salary ranges, the parties recognize and agree that the percentage differential between entry salary and maximum salary for a given grade is not and should not be the same for all grades, and herein abandoned the previously agreed to uniform differential of 35% from entry salary to maximum for all grades.

2. The salary ranges adopted for 2009-2010 shall not include any general wage increases.
3. The grade for each class represents the range of pay rates for full-time biweekly employment unless the compensation plan specifically states otherwise. Unless otherwise indicated in the compensation plan, rates of pay set forth represent the total compensation in every form except for overtime compensation. Reimbursement of an employee for expenses incurred in operating the employee's private motor vehicle for the convenience of the County shall not be deemed to be a part of total compensation.
4. Each employee in the classified service shall be paid within the salary range in the grade for the appropriate class.
5. An employee who works a fixed variable proportion of the established workweek, such as one-half time, one-quarter time, or hours as needed, shall be paid for the actual hours worked.
6. The County shall pay retroactive pay to all employees who retired and began drawing PERS, and to the family of employees who died between July 1, of the applicable contract year and the date the WCEA contract is approved by the Washoe County Commissioners.

(Revised 7-01-09)

#### 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 salary increase upon:
  - (a) Each anniversary date of the employee's employment in such job classification annually thereafter until the maximum salary is reached in that job classification. The anniversary date is normally considered to be that date an employee commences work in that job classification to which the employee has been most recently appointed.
  - (b) An employee who is not given a merit salary increase on the employee's annual merit review date is eligible to receive the merit salary increase at any later pay period within the immediately succeeding annual review period. Granting a delayed merit salary increase in any succeeding pay period shall not affect the employee's anniversary date, and will not extend the annual merit review date.
5. Within the employ of each County department, the procedures used to evaluate an employee shall be uniformly and consistently applied in accordance with the guidelines established by the Human Resources Department. In the event a merit increase is not granted, the employee will be informed in writing of the specific reason(s) for denial and may within seven (7) days of such notification, request a review before the employee's supervisor and the department head or the employee's designee to discuss the reason for the denial. The reason for the denial may be reviewed by the department head and Association representative. Upon request of the employee or the supervisor, a representative of the Human Resources Department may be present. If no resolution is reached and the employee files a

grievance as provided for in this Agreement, the issue of whether the department acted arbitrarily and capriciously in denying the merit increase may be submitted to arbitration.

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

C. Salary Adjustments

(a) 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 7-01-05)

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

(Added 7-1-10)

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

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

All employees shall be granted two fifteen (15) minute rest periods during the shift, which shall not be combined except as provided below. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal breaks, and may not be accumulated or used to supplement meal breaks, arrive at work late or leave work early except as provided herein.

Employees who are required to work shifts of eight (8) straight hours without a designated meal period may request to have the two (2) rest breaks combined into a one-half (1/2) hour meal period. Under these circumstances, the meal period shall be considered as hours worked.

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

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

(Revised 7-01-01)

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

Standby time is defined as time, other than normal working hours, when an employee is required by the employee's appointing authority or designee to notify the employee's department of the employee's exact location or is required to carry an electronic pager so that the employee may be immediately contacted. Employees are expected to report to work within forty-five (45) minutes to one (1) hour from the time a call is received. This provision does not apply to Park Rangers or Roads Supervisors who reside at County provided residences. An employee assigned standby will be paid \$5.00 per hour with a guaranteed minimum payment of \$50.00 for each standby assignment, except as provided for herein.

An assignment consists of a period of consecutive hours during which an employee is on standby. For example, if an employee is assigned to standby between 5:00 p.m. and 12:00 midnight that same day, the employee shall be paid \$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. Monday, the employee shall be paid \$315.00 for sixty-three (63) hours standby time (one assignment). Except in an instance where an employee voluntarily consents; standby time between 5:00 p.m. Friday until 8:00 a.m. the following Monday shall be assigned as one continuous assignment. Absent the voluntary consent of an employee, no standby time assignment, during said sixty-three (63) hour time period shall be for less than the entire said time frame. Employees working a non-traditional workweek who are placed on standby on times other than 5:00 p.m. Friday through 8:00 a.m. the following Monday shall be paid the standby rate for the actual hours of such assignment, subject to the guaranteed minimum payment referred to in this Article.

If an employee is called to work during a standby assignment, standby pay shall stop during the period when the employee is working. In this instance the employee shall only be paid for actual hours on standby and shall not be guaranteed a minimum of \$50.00 for each standby assignment.

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

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

If an employee is called in to work early, and works continuously through the beginning of the employee's regularly scheduled work hours, the two (2) hour minimum does not apply.

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

(Revised 7-1-05)

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

The County shall provide a safe and suitable work place, which shall include, but not be limited to, the promulgation and enforcement of regulations prohibiting work place violence and

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

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

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

(Revised 7-1-99)

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

### **A. Shift Differential**

All shift work performed between the hours of 6:00 p.m. and 6:00 a.m., shall be considered night work. Payment for night work, in addition to regular compensation, shall be made at the rate of 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.

(Revised 7-01-04)

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

(Added 7-01-05)

### **B. Shift Bidding**

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

Due to the nature of work being performed in the Sheriff's Office, it is recognized that certain classifications covered by the agreement work in shifts. These classifications are: Sheriff's

Support Specialist – Booking/Central/Property, Sheriff Support Specialist – Field Services, Office Assistant II (working in Inmate Property), Communications Specialist Trainee, Communications Specialist, Inmate Work Program Leader and Courthouse Security Officer. For the purposes of this agreement, shift bidding shall be applied as follows:

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

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

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

Courthouse Security Officer – Employees in this classification shall bid for shift/days off by classification, on the basis of seniority within the classification. Bidding shall occur every four (4) months. An employee shall be allowed to continue on the same shift until such time as the employee shall be bumped by a senior employee.

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

General Provisions:

The 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 the 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.

(Added 7-1-10)

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

ANIMAL SERVICES:

Lead Animal Control Officers and, Animal Control Officers, Caretakers, Kennel Assistants, and Veterinary Technicians – Employees in these classifications shall bid for shift/days off by classification, on the basis of seniority within the classification. The department shall establish the shift/days off for the bid, and bidding shall occur every six (6) months. The schedule shall be posted not less than fifteen (15) days prior to its effective date.

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

(Revised 7-01-05)

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

(Revised 7-1-10)

**ARTICLE 13 - OVERTIME - WORK DAY - WORK WEEK**

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

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

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

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

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

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

Employees in the Supervisory Administrative Unit in classifications designated with an asterisk (\*) in Appendix "A" shall receive overtime pay at the rate of one and one-half (1-1/2) times their regular rate of pay for all overtime worked without regard to whether any such employee qualifies for the Fair Labor Standards Act statutory criteria for exemption from such premium rate of pay.

Employees in classifications not designated with an asterisk (\*) in Appendix "A" shall be subject to the Fair Labor Standards Act statutory criteria to determine if said employees qualify for an exemption. In the event that any such employee shall satisfy the said exemption criteria, such employee shall receive overtime at the employee's straight time pay for all overtime worked, PROVIDED HOWEVER, any employee in a classification not designated by an asterisk (\*) who now is, or any time hereafter becomes, directly supervised by an employee who receives overtime pay at the rate of one and one-half (1-1/2) times such employee's regular rate of pay for all overtime worked, shall also be entitled to receive overtime pay at the rate of one and one-half (1-1/2) times said employee's regular rate of pay for all overtime worked while said supervisory relationship shall be in force and effect. In the event that any such employee shall not satisfy the said exemption criteria, such employee shall receive overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all overtime worked.

Compensatory time off shall be limited to a total accumulation of two hundred forty (240) hours, except for the job classification of Supervising Communications Specialist, or any other classification or job title that qualifies under FLSA regulations, may accumulate up to four-hundred eighty (480) hours of compensatory time. The decision as to whether compensation for overtime work shall be made in cash or time off shall be made at the time it is worked and shall be solely the decision of the employee.

If an employee who has accumulated overtime credit terminates County employment before accumulated time has been taken or compensated for, all accumulated overtime shall be compensated for by the employing office or department at the time of termination.

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

(Revised 7-01-08)

## **ARTICLE 14 - 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 accordance with Article 24, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

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

An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in equal semiannual installments payable on the first

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

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

<b>Total Years of Full-Time Service</b>	<b>Annual Longevity Payment</b>	<b>Amount of Semi-Annual Installments</b>
5 – 6	\$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 7-1-94)

### **ARTICLE 15 - 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 (President's Day); 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).

For employees working other than the standard workweek (that is, Monday through Friday), when their Department closes on the observed holiday and is open on the actual holiday, employees shall receive one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked on the actual holiday.

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. 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. Temporary and temporary part-time employees are not eligible for holiday pay for time not worked.

If a holiday is observed while a salaried employee is on sick leave, annual or other paid leave status, he/she will receive the employee's 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 the employee's department head to work on any of the above named holidays, or any holiday declared for Washoe County employees, the employee shall receive, in addition to the employee's holiday pay, one and one-half (1-1/2) times the employee's hourly rate of pay for each hour or major fraction worked, up to a maximum of eight (8) hours. For time worked beyond eight (8) hours on a holiday, an employee shall receive two and one-half (2-1/2) times the employee's hourly rate of pay for each hour or major fraction worked beyond eight (8) hours. In addition, an employee who is required by order of the employee's department head to work on both the observed and the traditional holiday shall be entitled to the following compensation: eight (8) hours of pay for the observed holiday and for pay at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for each hour or major fraction worked on each such day, up to a maximum of eight (8) hours, and for time worked beyond eight (8) hours on either such day, an employee shall receive two and one-half (2-1/2) times the employee's hourly rate of pay for each hour or major fraction worked beyond eight (8) hours. 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 day before and the day after the holiday in order to be eligible for holiday pay.

(Revised 7-01-04)

## **ARTICLE 16 - VACATION**

### **A. Vacation Accrual for Full-time Employees**

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

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

<u>Years of Continuous Service</u>	<u>Annual Vacation Earning Rate</u>	<u>Hours Earned</u>
Less than three (3) year		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)	176 hours
Fifteen (15) but less than twenty (20)	192 hours
Twenty (20) years or more	200 hours

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

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

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

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

C. General Provisions

1. An employee's seniority for vacation accrual shall include all periods of service from the employee's last continuous permanent County employment date except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 24, or unless an employee who separates is reemployed within one year and then works a minimum of one year upon reemployment.

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

3. The time when vacation is to be taken shall be determined by the appointing authority after considering the needs of the service and the seniority and wishes of the employees. Vacation leave shall be charged on an hour for hour basis or major fraction thereof, if an employee has worked less than forty (40) hours in a week. Vacation credit may be accumulated from year to year not to exceed two hundred forty (240) hours. Amounts in excess of two hundred forty (240) hours as of the end of the biweekly pay period encompassing December 31<sup>st</sup>, shall be forfeited as of that pay period, PROVIDED HOWEVER, if an employee:

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

(b) The employee's request is denied for any reason, the employee is entitled to payment for any annual leave in excess of two hundred forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as the result of the denial of the employee's request. The payment for the employee's unused annual leave must be made to the employee not later than January 31. Vacation leave shall not be granted in excess of the vacation credit earned. Vacation taken during a biweekly pay period shall be charged before vacation earned during that pay period is credited.

4. 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.

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

(Revised 7-1-99)

## **ARTICLE 17 - 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 accordance with Article 24, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

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

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

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

An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. If this date is earlier than the last day of the pay period, the sick leave with pay shall be prorated for that pay period. Upon death, retirement, or permanent disability, or upon termination of an employee after ten (10) years of full-time employment, or its equivalent if the employee has not served as a full-time employee, for reasons other than for just cause under Articles 31 and 33 hereof, an employee shall be compensated for the accumulated sick leave in excess of three hundred (300) hours at the rate of one (1) hour's pay at the employee's regular hourly rate for every two (2) hours of sick leave accrued up to a maximum payment of six hundred (600) hours. There shall be no payment for sick leave accrual balances of three hundred (300) hours or less.

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

### **D. Use of Sick Leave**

Sick leave shall be charged on an hourly basis for each full hour or major fraction thereof if an employee has worked less than forty (40) hours in a workweek.

An employee is entitled to use accrued sick leave only:

When incapacitated to perform the duties of the employee's position due to sickness, injury, or adoption. 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 the employee's attendance. For this purpose, "immediate family" means the employee's spouse, parents (including step and foster), children (including step or foster), and corresponding relations by affinity to the above, brothers and sisters, and if living in the employee's household, includes grandchildren and domestic partners pursuant to NRS 122A.

(Revised 7-1-10)

In the event of a death in the employee's immediate family, the employee may use accrued sick leave 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.

(Revised 7-1-10)

#### E. Approval and Substantiating Evidence for Sick Leave

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

#### F. Transfer of Vacation Leave

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 less than eighty (80) hours of combined sick leave, vacation and compensatory leave, but who is otherwise eligible to take paid sick leave in accordance with the provisions of this section.

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

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

G. Personal Leave

Starting with pay period #1, calendar year 1999, employees who use zero (0) to thirty-two (32) hours of sick leave through pay period #26 (or in the event of a 27th pay period in a calendar year, pay period #27), shall be credited with twenty-four (24) hours of Personal Leave credit in the first full pay period in January, 2000. Employees who use between thirty-two (32) and forty (40) hours of sick leave in this same period shall receive eight (8) hours of Personal Leave at the time specified above. 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.

The Personal Leave 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 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 a calendar year.

H. Disability Retirement

An employee who applies for disability retirement under the Nevada Public Employees Retirement System (PERS) shall be removed from the payroll and placed on disability retirement no later than sixty (60) days from approval of said disability retirement by PERS. Employees hired prior to September 17, 1997, who are incapable or restricted in the performance of their position for health reasons, who pursue either regular or disability PERS benefits, may apply for up to three years credit towards reaching the next plateau for payment of their health insurance premium upon retirement. Such application shall be to the Director of Human Resources who shall have discretion to grant or deny said request after review of all submitted health records and consultation with the employee and appointing authority.

(Revised 7-01-04)

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

(Added 7-01-05)

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

(Added 7-01-05)

**ARTICLE 18 - LEAVES OF ABSENCE**

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. 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.

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 the employee's 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.

D. A leave of absence with pay must be granted to any County employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof. The employee must be paid the employee's regular salary while on leave of absence, but must remit to the employee's department head, for deposit in the County general fund, all fees which 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.

E. 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.

F. Employees taking authorized educational 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, 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. Further, any employee whose absence from the job is for the purpose of aiding in a public emergency as a volunteer reserve member of a police department or sheriff's office may be relieved from the employee's duties, without the loss of compensation, upon request and approval of the employee's appointing authority, and with the approval of the County Manager/Board.

I. The parties recognize that Washoe County has addressed, on a discretionary basis, employees called to active duty in any of the armed services of the United States or Nevada, and where determined appropriate by the County, such employees have been paid the difference between the employees regular County compensation and the employees military compensation if the military pay is less than their County compensation. The County shall continue, at the request of the Association or an individual, to consider all such requests, and shall provide a determination within 21 days of application for such pay; such payment shall be at the discretion of the County.

J. 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 the employee's duties, upon request to the employee's appointing authority, to serve under orders on training duty without loss of the employee's 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.

K. The provisions of this article do not apply to any leave of absence that is governed by the Family and Medical Leave Act.  
(Revised 7-1-94)

## **ARTICLE 19 - 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.

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

#### **2. Composition of Committee**

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

- (1) Washoe County District Attorney Investigator's Association – Non-supervisory Unit
- (2) Washoe County District Attorney Investigator's Association – Supervisory Unit
- (3) Washoe County Public Attorneys Association
- (4) Washoe County Sheriff's Supervisory Deputies Association
- (5) Washoe County Sheriff's Deputies Association
- (6) Washoe County Employees Association – Supervisory-Administrative Unit
- (7) Washoe County Employees Association – Non-Supervisory Unit
- (8) Washoe County Nurses Association – Non-Supervisory Unit
- (9) Washoe County Nurses Association – Supervisory-Administrative 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. The retiree employee shall be selected by majority vote of the Board of Directors of the Association and shall thereafter serve at the pleasure of the said Board of Directors.

(Rev. 8-15-00)

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

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

presented to the County Commission, and if so approved by the County Commission, shall be binding upon each bargaining unit.

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

**Binding Interest Resolution Process:** When the Insurance Committee first convenes in any plan year, no later than January 31, they shall notify the County Manager of their designated representative(s) who shall represent the Insurance Committee in selecting an experience insurance neutral and scheduling a timely hearing should it be necessary. Within five (5) days of notification of the Committee's representative(s), said representative(s) and the County Labor Relations Manager shall meet and designate an experienced insurance neutral to hear such dispute should it become necessary. If the parties are unable to agree on the neutral, they shall obtain a list of five (5) experienced insurance individuals, from the Nevada Insurance Commissioner with in-depth knowledge of public sector 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)

### 3. 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. 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.

#### C. 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 C.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.

(Revised 7-1-94)

3. The parties recognize that the cost of retiree health insurance should be considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. Based upon this, the parties further recognize that the funding of the retiree health insurance program must be addressed during the period of employment of active employees in order to try and ensure the fiscal integrity of the program in the future and in order to try and ensure that the benefit upon retirement can be provided. Additionally, the parties recognize that the prefunding of the service cost of this program, which is addressed below, only represents a portion of the funding obligations of this program and that the parties will address the unfunded liability portion of this program in the future. At the point in time when the retiree health insurance program is fully prefunded, with no unfunded liability remaining, the retiree health insurance program will be fully considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. With those mutual recognitions and understandings, the parties herein agree to prefund the program annually at the actuarially determined service cost amount attributable to this bargaining unit beginning July 1, 1996.

The amount of the service cost attributable to this bargaining unit will be a percentage of the number of employees represented by the bargaining unit compared to the number of employees covered under the County's Health Benefit Program.

4. For those employees hired on or after September 17, 1997 through June 30, 2010, 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)

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

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

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

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

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

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

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

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

(Revised 7-01-10)

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

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

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

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

(Revised 7-1-97)

#### **ARTICLE 22 - POSITION OPENINGS AND EXAMINATIONS**

Position openings in the classified service which are announced on an open competitive or county-wide promotional basis shall be posted by the County at each major county facility for not less than ten working days.

A listing of the job openings shall be sent to the Association.

Employees may be allowed to flex their schedule in order to avoid using annual, comp or personal time when interviewing for another County position during their regular work hours.

(Revised 7-01-05)

#### **ARTICLE 23 - TRANSFERS**

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

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

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

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

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

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

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

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

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

NOTE: The parties recognize and agree that the foregoing language "all other conditions being equal," has been removed and is inapplicable for the period of this contract, and said removal shall only be in effect through June 30, 2011).

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

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

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

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

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

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

8. The employee with the least seniority shall be displaced by the person who is laid off. The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her and shall in the same manner be eligible to displace. If two or more employees have the same displacement seniority to a position in a class, the order of displacement shall be determined by:

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

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

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

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

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

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

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

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

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

15. Refusal of an employee to accept an appointment to a position in a class from which he/she was laid off or elected displacement may result in the removal from the reemployment list.

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

17. The County will cooperate with any employee who is laid off as a result of a reduction in force-layoff and the State Employment Service (or equivalent agency) in determining the

rights to be afforded the separated employee(s) and will inform employees of the method and procedures to follow in applying for any available benefits.

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

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

(Revised 7-1-10)

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

The Employer shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are now required to be supplied by the employee, such requirement shall continue; where such tools are presently supplied, the practice shall continue. The County shall replace all worn out or damaged hand tools used by Equipment Mechanics on the job up to a maximum replacement value of Three Hundred Seventy-Five Dollars (\$375.00) in a fiscal year. Where uniforms are required and for so long as they may be required, the Employer shall furnish, maintain and replace the uniforms so required except as provided herein. When replacement of any uniform is required as a result of an employee's negligence, such replacement is at the employee's expense.

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

Lead Animal Control Officers	\$35.00
Animal Control Officers	\$35.00
Park Rangers	\$35.00
Rangemasters (Parks)	\$35.00
Inmate Work Program Leaders (Parks)	\$35.00
Animal Caretakers	\$25.00
Kennel Assistants	\$25.00
Veterinary Technicians	\$25.00
Public Health Investigators	\$25.00
Food Service Workers	\$15.00

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

In lieu of the County paying for utilities, District Park Rangers and Roads Supervisors or other designated Parks and Roads employees who reside at County-provided residences shall be paid \$135 per month.

(Revised 7-1-05)

## **ARTICLE 26 - IN-SERVICE TRAINING**

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

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

Adequate bulletin boards shall be provided by Washoe County and designated for use by the Association to communicate with departmental employees. Material shall be posted upon the bulletin boards specifically as designated, and not on walls, doors, file cabinets or any other place. The material posted on the bulletin boards shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relationships with County employees. All posted material shall bear the identity of the sponsor, shall be signed by a duly appointed representative of the Association, shall be neatly displayed, and shall be removed as soon as no longer timely.

Use of County Facilities.

County meeting room facilities may be made available upon timely application for use by County employees and the Association. Application for such use shall be made to the party under whose control the facilities are placed.

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

(Revised 7-1-99)

## **ARTICLE 28 - 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 7-1-01)

## **ARTICLE 29 - PERSONNEL INFORMATION**

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

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

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

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

(Revised 8-15-00)

### **ARTICLE 30 - ACCESS TO INFORMATION**

Upon written request of the Association, the County shall make available one copy of the following for the Association's retention and record:

- Tax rates
- Classification information, including grade and step
- Tenure information
- Salary anniversary
- Merit increase given to unit personnel
- All budgetary information filed with the Nevada Tax Commission
- Departmental budget requests as well as tentative and final appropriations
- Monthly trial balances
- Any other relevant material mutually agreed upon by the parties.

### **ARTICLE 31 - DISCHARGE**

A. The County shall not discharge a permanent, classified employee without just cause. The right to protest a discharge pursuant to this Article shall be limited to 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 who 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 Human Resources Director.

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 32, Grievance Procedure commencing at Level II.

(Rev. 8-15-00)

## **ARTICLE 32 - GRIEVANCE PROCEDURE**

### **A. General**

#### **1. Definitions**

(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 on behalf of an employee or group of employees who are covered by the provisions of this Agreement and who are adversely affected by the matter being grieved.

(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 the employee's detriment and the redress sought.

#### **4. Copies**

A copy of each official written communication on a grievance shall be filed with the County Labor Relations Manager and with the Association Office 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 (1) Association representative at each step of the grievance procedure.

## B. Procedure

### Level I:

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

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

### Level II:

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

### Level III:

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

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

The arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the date of the hearing which shall set forth the arbitrator's findings of fact, conclusions of law and decision on the issues submitted. The arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding upon the parties.

(Rev. 8-15-00)

## 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 Employees Association shall be accepted by the County unless said employee has received concurrence of the employee's division or department head on the settlement.

4. Arbitration

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

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

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

(Revised 7-1-99)

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

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

If the County alleges that an employee's work performance has fallen below standard, said employee's supervisor shall inform the employee promptly and specifically of such lapses before issuing a warning letter or reprimand. The County may not take disciplinary action against an employee if more than forty-five (45) days has transpired from the date the appointing authority had knowledge of the occurrence of the matter upon which the disciplinary action is being taken. If the County takes disciplinary action against an employee for a matter which exceeds the forty-five (45) day time limit, the County must demonstrate extenuating circumstances as to why the time limit had to be exceeded. Notification to an employee that is within the forty-five (45) day time limit that a matter is being investigated will satisfy the time limit requirement even though the ultimate disciplinary action taken occurs beyond the forty-five (45) day time limit.

Nothing shall be used against an employee in a demotion, suspension or other disciplinary action unless the employee has been notified in writing. In the event that there has been such notification, that notification shall not be used against an employee if it has been in the employee's file for a period of eighteen (18) months, discounting periods of leaves of absence, provided that there has been no notification for the same or similar conduct during that eighteen (18) month period. This eighteen (18) month limitation does not apply 1) to any discipline rising to the level of a suspension or demotion, or 2) to any disciplinary action taken against an employee arising out of a matter covered under Title VII of the Civil Rights Act of 1964. The

purpose of the second exception is to allow consideration of both the seriousness of the employee's proven offense and the record of the employee with the County in determining the degree of discipline administered, given the County's specific legal obligations under Title VII.

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

(Revised 7-1-01)

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

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

(Revised 8-15-00)

### **ARTICLE 35 - OUT OF CLASS 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.

#### **A. Reclassifications**

In the event that there is a permanent assignment of duties which the employee or the county believes alters the classification of the employee's position, the employee or county may request to have the employee's position studied. Such request shall be submitted to the Human Resources Department, setting forth in writing the reasons that form the basis for the 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 that 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 reclassification was approved by the Job Evaluation Committee or by Hay 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. The provision above pertaining to the reclassification downward shall apply to those positions reclassified after the signing of this Agreement.

#### **B. Temporary Assignments**

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

1. Pay for work in a higher classification is a short-term remedy in those instances where temporary replacement is required for an incumbent of a position who is not available to

perform the duties of the position or when there is a vacant position in a higher classification requiring the temporary assignment of duties prior to filling the position.

2. The department head will decide which employee will be assigned and request authorization by submitting a prescribed form, Request for Pay for Work in a Higher Classification, to the Human Resources Department which, in turn, will forward the request with a recommendation to the County Manager's Office for final approval or disapproval. In making the assignment, the department head shall assign the work to the next lower classification provided there are capable employees available. Employees selected for the assignment are expected to meet the minimum qualifications for the higher classification. Selection of persons not meeting the minimum qualifications may be made only when a person who meets the minimum qualifications is unavailable.

3. In order to receive pay for work in a higher classification, the nature of the assignment must be such that the employee in the lower classification becomes fully responsible for the duties of the higher classification and the assignment is for a period of at least fifteen (15) consecutive calendar days. Assignment of the employee must be to a position presently classified and allocated to the Basic Salary Schedule.

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, a grievance may be filed under Article 32. If it is determined that such assignment was made under the conditions set forth above, higher pay will be applied retroactively to the first day of the assignment, notwithstanding the time limits contained under Article 32, provided, however, that higher pay will in no instance be applied retroactively for a period of more than six (6) months from the date the grievance was filed. This exception to the time limits contained under Article 32, will only apply to situations where grievances are filed during the assignment in question or within fourteen (14) days of the assignment ending. Any grievance that is filed after fourteen (14) days of the assignment ending, will not be accepted as timely.

6. The rate of pay for the assignment will be determined by the higher classification in which the employee is working and application of the rules of salary on promotion in the Merit Personnel Ordinance (Section 5.119). Any incentives and special differentials accruing to the employee in the employee's permanent position shall continue at the permanent rate, except for the five percent (5%) special increment provided for under Section 5.123 of the Merit Personnel Ordinance.

7. The employee's status in the employee's regular classification continues and their anniversary and salary review dates are determined by the employee's regular classification.

8. If overtime pay, shift differential and/or work location differential is allowable payment will be made on the basis of the rate of pay for the higher classification.

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

### C. Training Assignments

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

comment prior to adoption and the final program must have the approval of the Director of Human Resources prior to assignment of any employees for training.

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

(Revised 7-1-04)

### **ARTICLE 36 - NOTICE OF ACCRUED SICK LEAVE AND VACATION LEAVE**

The County shall notify each employee, not less than quarterly, of the amount of the employee's accrued and unused sick leave and vacation leave.

### **ARTICLE 37 - INCLINE DIFFERENTIAL/REMOTE AREA PAY**

Employees assigned at Incline Village and residing at Incline Village, Crystal Bay, Brockway, Kings Beach, Tahoe Vista, Agate Bay, Carnelian Bay or Cedar Flats or Tahoe City, shall be paid a differential of \$250.00 biweekly.

Employees who are provided living facilities or are otherwise receiving living assistance from the County are not eligible for this provision.

Employees assigned at Gerlach and Vya, Nevada shall be paid a remote area differential of \$75.00 biweekly except as provided herein.

Employees who are provided living facilities by the County are not eligible for this provision.

A committee of representatives from associations affected by this article has been formed to address this issue. Subject to the approval of the Association and the County, the locations affected and the amount of any such differential may be changed during the term of this agreement.

Effective 2004, and each year thereafter, the foregoing amounts shall be increased at the beginning of the first pay period in February equal to the annual percent increase in the Consumer Price Index- All Urban Consumers (CPI-U) for the prior calendar year. For February 2004, this increase equals 1.9%. Employees in this bargaining unit shall begin drawing this rate effective the start of the first full pay period in July 2004.

Effective the start of the first full pay period in July 2004, employees who are assigned at Incline Village who do not reside there shall receive fifty dollars (\$50.00) transportation allowance per pay period. Provided, no transportation allowance shall apply or be paid to any employee who has hired or accepts an assignment, which has as a condition of employment/assignment that they have an obligation to reside in Incline Village. Effective 2009, and each year thereafter, the foregoing amount shall be increased at the beginning of the first pay period in February equal to the annual percent increase in the Consumer Price Index-All Urban Consumers (CPI-U) for the prior calendar year.

(Revised 7-1-08)

### **ARTICLE 38 - PARKING ALLOWANCE**

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

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

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

#### **ARTICLE 39 - PORTABLE TOILET FACILITIES**

Where other sanitary facilities are unavailable to fieldwork crews, employees shall be permitted to leave the worksite in a vehicle for the purpose of using public sanitary facilities at the closest available location upon notifying their immediate supervisor. If the County provides for portable toilet facilities in the vicinity of the worksite, employees must use these portable toilets and will not be permitted to leave the worksite for using other sanitary facilities.  
(Revised 7-1-99)

#### **ARTICLE 40 - PHYSICAL EXAMINATIONS REQUIRED BY COUNTY**

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

#### **ARTICLE 41 - EDUCATIONAL FEES**

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

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

#### **ARTICLE 42 - COPY MACHINE USE**

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

#### **ARTICLE 43 - LABOR MANAGEMENT COMMITTEE**

1. A Committee of the County and Association (not to exceed three (3) representatives of each) shall meet monthly or more frequently when mutually agreed. The meetings will be held at 4:00 p.m. on mutually agreed dates and shall be for the purpose of:
  - (a) Discussing the administration of this agreement;
  - (b) Exchanging general information of interest to the parties; and
  - (c) Giving the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.
2. As a courtesy and to facilitate the adjustment of work schedules, the Association's representatives will personally notify their immediate supervisors of the dates and times of such meetings immediately upon the parties reaching mutual agreement as to the date of any such meeting.
3. Association committee members shall not lose pay nor be eligible for any overtime payment for time spent in any meeting authorized by the provisions of this Article.
4. The Labor Management Committee shall be advisory only.

#### **ARTICLE 44 - 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 45 - DISTRIBUTION OF CONTRACT**

The County agrees to furnish a copy of this Agreement to all employees represented by the Association (as set forth in Appendix A attached hereto), 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 share the cost of reproduction and distribution of the contract.

#### **ARTICLE 46 - CONTRIBUTION TO RETIREMENT FUND**

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

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

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

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

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

#### **ARTICLE 47 - 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, B, and C. Changes may result in classifications and titles when the WERCCS job evaluation committee has reclassified a job, or where new classifications are added. The parties agree that setting Grades, salary schedules and market pay differentials for classifications are the exclusive responsibility delegated by the parties to Hay Associates. Further, the parties agree that the appeals of classification or reclassification shall first go back to the job evaluation committee, and subsequent appeals shall be to the Hay Associates, and are not subject to the grievance and arbitration provisions of the Labor Agreement.

(Revised 7-1-01)

#### **ARTICLE 48 - PROFESSIONAL LICENSE FEES**

The County shall pay for all professional license fees (e.g., Registered Engineers) that are required by law and as part of an employee's employment.

#### **ARTICLE 49 - DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE**

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

**ARTICLE 50 - DURATION OF AGREEMENT (One-year contract)**

This Agreement was mutually agreed upon by the parties, and shall be effective July 1, 2010, and shall continue in full force and effect up to and including June 30, 2011. 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.

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 27<sup>th</sup> day of July 2010.

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DAVID HUMKE, CHAIRMAN  
WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

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PENNY RASMUSSEN, PRESIDENT  
WASHOE COUNTY EMPLOYEES ASSOCIATION

**September 24, 1999**

**MEMORANDUM OF AGREEMENT**

Washoe County (County) and WCEA (Association) hereby enter into this Agreement for the purposes of identifying the procedures and principles to apply to the pending classification and compensation review approved by the Washoe Board of County Commissioners to be conducted by Hay Group.

The scope of the classification and compensation project encompasses a total review of the County's job classifications, including the classifications contained in the List of Classifications of the parties' Labor Agreements. Tasks included in the development and implementation of the new classification and compensation plan are updating position descriptions as necessary, analysis and measurement of job content to develop the classification schema, establishment of classifications and allocation of employees to the classifications, salary analysis and salary recommendations.

This Agreement shall be ratified and incorporated as part of the Non-Supervisory and Supervisory Labor Agreements effective July 1, 1999.

Accordingly, the parties agree as follows:

1. Hay Group shall be the project leader and shall be the final arbiter of all disputes relating to the tasks necessary to establish the new Classification and Compensation Plan. The parties agree to waive any provisions contained in Article 29, Establishment of New Classifications, and Article 35, Out of Class Assignments which conflict with the authority of Hay Group to manage the establishment of the new classification and compensation plan. Further, by granting Hay Group the final authority to resolve all disputes, the parties agree to waive any and all rights to grieve and arbitrate such disputes pursuant to the Grievance Procedures of the applicable Labor Agreements.
2. There shall be an evaluation committee established, comprised of thirteen (13) members, six (6) of which shall be appointed by the Association. The role of the evaluation committee shall be to perform, under the guidance of the Hay Group, the tasks necessary to establish classifications and allocate employees to those classifications.
3. Salary range adjustments resulting from the new classification and compensation plan shall be effective July 1, 1999, however, employees will only move within the salary range on their Merit Salary Increase date. Provided employees who are below the minimum for their new range shall move to the minimum of the range.
4. The effective date of any reclassifications resulting from the project shall be on the completion date of the new classification and compensation plan, upon adoption by the Board of County Commissioners. Reclassification requests pending pursuant to Article 35 of the Labor Agreement as of the date of execution of this Agreement shall be effective ninety (90) days from when Human Resources received the request.
5. The parties agree to waive the provisions of Article 35 which would result in employees who are reclassified downward having their salaries reduced to the top of the range, and agree that employees who are reclassified downward shall have their salaries frozen until the salary range increases and encompasses their frozen rate.

6. Employees who are dissatisfied with their classification may appeal first to the evaluation committee. Following such review, if still dissatisfied, the employee may appeal the decision to the Hay Group consultant designated to resolve disputes, whose decision shall be final.

This Agreement becomes final upon ratification by the Association and approval by the Board of County Commissioners.

For Washoe County

(signed by Howard Reynolds 9-24-00)

Howard Reynolds, Assistant County Manager

For WCEA

(signed by Pat Dolan 9-24-99)

Pat Dolan, Association Counsel

**July 1, 2001**

**MEMORANDUM OF UNDERSTANDING**

WHEREAS, the County and WCEA 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.

Dated: 4-13-01

(signed by Steven Watson)  
For the County

Dated: 4-13-01

(signed by Robert Burdick)  
For the Association

**July 1, 2008**

**MEMORANDUM OF UNDERSTANDING**

The County and WCEA agree to meet and confer to review a list of confidential County employees who in the opinion of WCEA fall within the purview of the bargaining unit classification of the WCEA Collective Bargaining Agreement. WCEA will provide the list to be reviewed. The initial meeting must be held within ninety (90) days from the ratification of the 2008 contract. If the parties cannot resolve the integration of these employees into the bargaining unit, the parties will proceed to the local government Employee Management Relations Board (EMRB) for a decision.

Dated: 7-18-08

(signed by Steven Watson)  
\_\_\_\_\_  
For the County

Dated: 7-18-08

(signed by Mike Langton)  
\_\_\_\_\_  
For the Association

**CLASSIFICATION LISTING  
WCEA SUPERVISORY - ADMINISTRATIVE UNIT**

Appendix A

TITLE	GRADE $\Phi$	CODE
Accountant II .....	NN .....	0318*
Accounting Manager .....	QQ .....	0321
Administrative Assistant I .....	KK .....	0174*
Administrative Assistant II .....	LL .....	0163
Administrative Assistant II .....	LL .....	S163*
Administrative Clerk – County Commissioners .....	KK .....	0168*
Administrative Legal Secretary .....	KK .....	0105*
Administrative Secretary Supervisor .....	KK .....	0024*
Administrative Services Manager .....	PP .....	16775
Administrative Services Manager .....	PP .....	S16135*
Air Quality Specialist II .....	NN .....	0618*
Air Quality Supervisor .....	QQ .....	0609
Animal Services Manager .....	QQ .....	15051
Animal Services Supervisor .....	LL .....	2217*
Appraiser III .....	NN .....	0330*
Architect .....	QR .....	3021
Assistant Chief Deputy Treasurer .....	NN .....	0319
Assistant Food Manager .....	JJ .....	9005*
Assistant Manager Roads Operations .....	OO .....	8363
Assistant Manager/ Family Support .....	OO .....	1024
Basis Administrator II .....	OO .....	15775
Building and Safety Branch Manager .....	OO .....	2119
Building Inspection Supervisor .....	NN .....	2111
Building Operations Project Manager .....	MM .....	8124*
Business Analyst .....	NN .....	16501
Business Systems Analyst I .....	LL .....	0260
Business Systems Analyst II .....	NN .....	0261
Buyer .....	LL .....	0412*
Carpenter Supervisor .....	LL .....	8127
Case Compliance Reviewer-CPS .....	QQ .....	6138
Chief Investigator (Public Defender) .....	PP .....	15525
Chief of Building Operations .....	PP .....	8123
Chief of Construction & Inspection .....	OO .....	3044
Chief Property Appraiser .....	RR .....	0338
Chief Records Clerk .....	II .....	0103*
Chief Records Clerk (Civil) .....	JJ .....	15855*
Chief Toxicologist .....	RU .....	2228*
Children's Services Coordinator Supervisor .....	RR .....	6130
Civil Engineer II .....	NO .....	3016
Collections Supervisor .....	KK .....	16800*

$\Phi$  The code number listed under the Grade column can be found in either Appendix B or C and will correspond to the appropriate salary range for the specific class. This salary grade does not represent any market differentials where appropriate.

**NOTE:** Classes marked by an asterisk receive payment for overtime at the rate of time and one-half. Classes **not** marked by an asterisk receive payment for overtime at the rate of straight time.

**CLASSIFICATION LISTING  
WCEA SUPERVISORY - ADMINISTRATIVE UNIT**

Appendix A

TITLE	GRADE $\Phi$	CODE
Community Health Nutritionist .....	NN .....	0607
Community Outreach Coordinator .....	NN .....	15156*
Community Support Administrator .....	PP .....	15853*
Community Work Program Supervisor.....	KK .....	2224*
County Payroll Supervisor .....	LL .....	0317*
Courthouse Security Officer Supervisor.....	HH .....	2200*
Crime Analyst/Statistician I .....	LL .....	16826*
Crime Analyst/Statistician II .....	OO.....	16126*
Criminalist II .....	NP .....	2252*
Curator .....	LL .....	4010*
Department Support Analyst.....	OO.....	0440
Department Systems Support Analyst .....	NN .....	0344
Deputy Building Official.....	QQ .....	16127
Deputy Treasurer .....	LL .....	0322*
Detention Operations Manager.....	QQ .....	2223*
Detention Programs Coordinator .....	MM .....	15331*
Detention Services Manager.....	OO.....	2222*
Development Officer .....	NN .....	5008*
District Park Manager .....	OO.....	16130
District Park Ranger.....	NN .....	4016
Drafting Technician Supervisor.....	KK .....	3007*
E-Gov Information Officer .....	NN .....	7005*
Eligibility Case Compliance Reviewer.....	LL .....	6147*
Eligibility Supervisor.....	KK .....	6148*
Emergency Medical Services Coordinator.....	NN .....	0644
Engineering Services Technician.....	II .....	3046*
Environmental Engineer II.....	NO .....	3041
Environmental Health Specialist .....	NN .....	0614*
Environmental Health Specialist Supervisor .....	QQ.....	0615
Epidemiologist.....	OO.....	0648*
Equipment Parts Inventory Control Supervisor.....	HH .....	8112*
Equipment Services Superintendent.....	RR .....	15200
Equipment Services Supervisor.....	MM .....	8109
Facilities Contract & Services Supervisor .....	LL .....	9008*
Facilities Technician Supervisor .....	MM .....	8141*
Family Support Program Manager.....	QQ .....	1023
Family Support Supervisor.....	KK .....	1012*
Fiscal Compliance Officer .....	NN .....	0351
Fiscal Compliance Officer.....	NN .....	S351*
Fiscal Manager/Social Services.....	RR .....	6134

$\Phi$  The code number listed under the Grade column can be found in either Appendix B or C and will correspond to the appropriate salary range for the specific class. This salary grade does not represent any market differentials where appropriate.

**NOTE:** Classes marked by an asterisk receive payment for overtime at the rate of time and one-half. Classes **not** marked by an asterisk receive payment for overtime at the rate of straight time.

**CLASSIFICATION LISTING  
WCEA SUPERVISORY - ADMINISTRATIVE UNIT**

Appendix A

TITLE	GRADE <sup>Φ</sup>	CODE
Flood Project Supervisor.....	OO.....	16028*
Food Manager.....	LL.....	9006*
Foster Care Training & Support Specialist.....	PP.....	16550*
Geomatics Supervisor.....	OO.....	16133
Golf Maintenance Supervisor.....	LL.....	16137*
Hazardous Materials Specialist.....	NN.....	0608*
Health Educator II.....	MM.....	0628*
Heavy Equipment Mechanic Supervisor-Ger/VYA.....	LL.....	8101*
Horticulturist.....	NN.....	0067*
Human Resources Specialist III.....	KK.....	15333*
Human Services Program Supervisor.....	PP.....	16075
Hydrogeologist II.....	NN.....	3052
Imaging and Records Management Supervisor.....	PP.....	0201
Imaging Equipment Technician Supervisor.....	HH.....	0204*
Inmate Property/Services Supervisor.....	JJ.....	2203*
Inmate Work Program Supervisor.....	JJ.....	2206*
Internet Services Librarian.....	NN.....	16900*
Investigative Assistant Supervisor.....	KK.....	16326*
Land Acquisition Manager.....	RR.....	16025
Legal Secretary Supervisor.....	KK.....	0104*
Librarian I.....	KK.....	5020*
Librarian II.....	NN.....	5022*
Librarian III.....	OO.....	5024
Licensed Engineer.....	QR.....	3017
Mapping Supervisor.....	LL.....	3004*
Marketing Coordinator.....	LL.....	0176*
Marriage Division Operations Supervisor.....	KK.....	0146*
Medicolegal Death Investigator Supervisor.....	PP.....	16052
Mental Health Counselor I.....	NN.....	6152*
Mental Health Counselor II.....	PP.....	6153*
Mental Health Counselor Supervisor.....	QQ.....	6154
Natural Resources Planner Coordinator.....	QQ.....	15350
NNCTC Infrastructure Liaison Coordinator.....	PP.....	16350*
NNCTC Intelligence Analyst.....	QQ.....	16175*
NNCTC Terrorism Liaison Officer.....	PP.....	16351*
Office Supervisor.....	KK.....	0018*
Painter Supervisor.....	KK.....	8131
Parks Maintenance Supervisor.....	LL.....	16136*
Parks Operations Superintendent.....	RR.....	4029
Payroll Coordinator.....	JJ.....	0512*

Φ The code number listed under the Grade column can be found in either Appendix B or C and will correspond to the appropriate salary range for the specific class. This salary grade does not represent any market differentials where appropriate.

**NOTE:** Classes marked by an asterisk receive payment for overtime at the rate of time and one-half. Classes **not** marked by an asterisk receive payment for overtime at the rate of straight time.

**CLASSIFICATION LISTING  
WCEA SUPERVISORY - ADMINISTRATIVE UNIT**

Appendix A

TITLE	GRADE $\Phi$	CODE
Permit Services Coordinator .....	KK .....	2116*
Permits Plus Zone Manager .....	QQ .....	15850
Personal Property Auditor – Appraiser .....	KK .....	0345*
Planning Manager .....	RR .....	0712
Plans Examiner Supervisor .....	NO .....	2117
Polygraph Examiner II .....	LN .....	2244*
Principal Account Clerk .....	JJ .....	0314*
Probate Estate Case Manager .....	OO .....	0187*
Program Assistant .....	KK .....	0172*
Program Coordinator .....	LL .....	0171*
Project Manager .....	QR .....	16701
Property Program & Fiscal Control Manager .....	QQ .....	8133
Psychologist .....	RR .....	6155
Public Health Emergency Response Coordinator .....	OO .....	0646
Public Health Preparedness Manager .....	QQ .....	16325
Public Health Program Manager .....	OO .....	15150
Public Information Assistant .....	KK .....	5005*
Public Information Officer .....	LL .....	5006*
Public Works Project Coordinator .....	NN .....	3020*
Recording Supervisor .....	KK .....	0134*
Records Management Supervisor .....	KK .....	0165*
Recreation Coordinator .....	II .....	4031*
Recreation Services Superintendent .....	QQ .....	4030
Recreation Supervisor .....	KK .....	4035*
Reprographics/Mail Services Supervisor .....	LL .....	0205*
Roads Supervisor .....	LL .....	8352*
Safety Officer .....	NN .....	2325*
Senior Accountant .....	PP .....	0315
Senior Air Quality Specialist .....	OO .....	15900*
Senior Appraiser .....	PP .....	0331
Senior Business Systems Analyst .....	PP .....	0262
Senior Buyer .....	NN .....	0413
Senior Criminalist .....	OQ .....	2250*
Senior Department Programmer Analyst .....	NO .....	0430
Senior Environmental Engineer .....	OP .....	3038
Senior Environmental Health Specialist .....	OO .....	0613*
Senior Epidemiologist .....	PP .....	15451*
Senior Financial Analyst .....	PP .....	16751
Senior Financial Analyst .....	PP .....	S16925*
Senior Grounds/Parks Maintenance Worker .....	JJ .....	8023*

$\Phi$  The code number listed under the Grade column can be found in either Appendix B or C and will correspond to the appropriate salary range for the specific class. This salary grade does not represent any market differentials where appropriate.

**NOTE:** Classes marked by an asterisk receive payment for overtime at the rate of time and one-half. Classes **not** marked by an asterisk receive payment for overtime at the rate of straight time.

**CLASSIFICATION LISTING  
WCEA SUPERVISORY - ADMINISTRATIVE UNIT**

Appendix A

TITLE	GRADE $\Phi$	CODE
Senior Hydrogeologist.....	PQ.....	3030
Senior Library Assistant.....	JJ.....	5018*
Senior Licensed Engineer.....	RS.....	3019
Senior Planner.....	OO.....	0706*
Senior Project Manager.....	RS.....	16700
Senior Social Worker.....	OO.....	15335
Senior Technology Network Engineer.....	PP.....	15838
Senior Technology Systems Administrator.....	PP.....	15833
Senior Technology Systems Developer.....	PP.....	15840
Sheriff Support Specialist Supervisor.....	KK.....	2221*
Sheriff's Office Records Manager.....	MM.....	16134*
Sign Shop Supervisor.....	JJ.....	8138*
Social Services Case Manager I.....	KK.....	15600*
Social Services Case Manager II.....	LL.....	15601*
Social Services Program Specialist.....	QQ.....	6133
Social Services Supervisor.....	PP.....	6136
Social Worker I.....	KK.....	6141*
Social Worker II.....	LL.....	6142*
Social Worker III.....	NN.....	6143*
Special Projects Inspector.....	NN.....	3023*
Statistician.....	NN.....	15155
Supervising Communications Specialist.....	MM.....	2207*
Supervising Criminalist.....	QR.....	2253*
Supervising Guardian Case Manager.....	OO.....	0190*
Supervising Land Surveyor.....	NN.....	3034*
Supervisor Utility Worker.....	KK.....	15828*
Survey Party Chief.....	KK.....	3028*
Systems and Access Services Librarian.....	OO.....	5028
Technology Project Coordinator.....	QR.....	15825
Technology Systems Developer I.....	LL.....	15834
Technology Systems Developer II.....	NO.....	15835
Utility Operations Manager.....	QR.....	3039
Utility Operations Supervisor.....	NN.....	15856
Vector Borne Disease Specialist.....	NN.....	16375*
Vector Control Coordinator.....	QQ.....	0616
Water Management Planner.....	NN.....	0723
Water Management Planner Coordinator.....	PP.....	3035
Water Resources Program Manager.....	QR.....	3053
Water Rights Manager.....	PP.....	3050
WIC Program Manager.....	OO.....	0643

$\Phi$  The code number listed under the Grade column can be found in either Appendix B or C and will correspond to the appropriate salary range for the specific class. This salary grade does not represent any market differentials where appropriate.

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## WCEA SUPERVISORY

## SALARY SCHEDULE - \*EFFECTIVE 07/19/10

Salary Grade	Hourly Range		Annual Range	
	Minimum	Maximum	Minimum	Maximum
Y HH	18.19	23.64	37,835.20	49,171.20
Y II	19.25	25.01	40,040.00	52,020.80
Y JJ	20.42	26.55	42,473.60	55,224.00
Y JK	21.75	28.30	45,240.00	58,864.00
Y KK	21.75	28.30	45,240.00	58,864.00
Y LL	23.27	30.23	48,401.60	62,878.40
Y LN	25.79	33.52	53,643.20	69,721.60
Y MM	24.45	31.77	50,856.00	66,081.60
Y NN	25.79	33.52	53,643.20	69,721.60
Y NO	27.30	35.48	56,784.00	73,798.40
Y NP	28.99	37.67	60,299.20	78,353.60
Y OO	27.30	35.48	56,784.00	73,798.40
Y OP	28.99	37.67	60,299.20	78,353.60
Y OQ	30.89	40.14	64,251.20	83,491.20
Y PP	28.99	37.67	60,299.20	78,353.60
Y PQ	30.89	40.14	64,251.20	83,491.20
Y QQ	30.89	40.14	64,251.20	83,491.20
Y QR	33.01	42.93	68,660.80	89,294.40
Y RR	33.01	42.93	68,660.80	89,294.40
Y RS	35.45	46.10	73,736.00	95,888.00
Y RU	41.28	53.68	85,862.40	111,654.40
Y SS	35.45	46.10	73,736.00	95,888.00
Y TT	39.31	51.07	81,764.80	106,225.60

\* Reflects 3.34% Wage Reduction

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>ACCOUNT CLERK</b>		
Principal Account Clerk	0314	YJJ
Account Clerk II	0311	WHH
Account Clerk	0312	WGG
<b>ACCOUNTANT</b>		
Accounting Manager	0321	YQQ
Senior Accountant	0315	YPP
Senior Financial Analyst	16751/S16925	YPP
Fiscal Compliance Officer	0351/S351	YNN
Accountant II	0318	YNN
Accountant I	0320	WLL
<b>ADMINISTRATIVE ASSISTANT</b>		
Administrative Assistant II	0163/S163	YLL
Administrative Assistant I	0174	YKK
Administrative Assistant Trainee	0173	WKK
<b>ADMINISTRATIVE SERVICES MANAGER</b>		
	16775/S16135	YPP
<b>AIR QUALITY CONTROL</b>		
Air Quality Supervisor	0609	YQQ
Sr. Air Quality Specialist	15900	YOO
Air Quality Specialist II	0618	YNN
Air Quality Specialist I	0617	WLL
<b>AIRCRAFT MECHANIC</b>		
	2229	WKK
<b>ALTERNATIVE SENTENCING OFFICER</b>		
Alternative Sentencing Officer II	15026	WKK
Alternative Sentencing Officer I	15025	WJJ
<b>ANIMAL SERVICES</b>		
Animal Services Manager	15051	YQQ
Animal Services Supervisor	2217	YLL
Lead Animal Control Officer	2230	WJJ
Animal Control Officer	2216	WII
Animal Services Kennel Assistant	15053	WFF
Animal Services Assistant	16825	WEE
Animal Services Caretaker	15054	WCC
<b>APPRAISER</b>		
Chief Property Appraiser	0338	YRR
Senior Appraiser	0331	YPP
Appraiser III	0330	YNN
Appraiser II	0329	WLL
Appraiser I	0328	WKK

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
Appraisal Assistant	0340	WGG
<b>ARCHITECT</b>	3021	YQR
<b>AUDITOR APPRAISER</b>		
Personal Property Auditor-Appraiser	0345	YKK
Assistant Personal Property Auditor-Appraiser	0346	WHH
<b>AUTO BODY</b>		
Automotive Mechanic	8107	WJJ
Auto Body Repairer	8104	WII
<b>BASIS ADMINISTRATOR</b>		
Basis Administrator II	15775	YOO
Basis Administrator I	15800	WNN
<b>BENEFITS SPECIALIST</b>	0499	WKK
<b>BUILDING INSPECTION</b>		
Deputy Building Official	16127	YQQ
Building and Safety Branch Manager	2119	YOO
Plans Examiner Supervisor	2117	YNO
Building Inspection Supervisor	2111	YNN
Sr. Building Inspector	16131	WMM
Plans Examiner	2112	WLM
Building Inspector	2105	WLL
Building Inspector Trainee	2100	WII
<b>BUILDING MAINTENANCE</b>		
Chief of Building Operations	8123	YPP
Building Operations Project Manager	8124	YMM
Facilities Technician Supervisor	8141	YMM
Facility Technician	8136	WKK
Building Maintenance Assistant	8140	WGG
<b>BUILDING PERMIT TECHNICIAN</b>		
Permit Services Coordinator	2116	YKK
Building Permit Technician	2114	WHH
Plans/Permits/Applications Aide	0178	WGG
<b>BUILDING SYSTEM CONTROLS SPECIALIST</b>	8134	WMM
<b>BUSINESS ANALYST</b>	16501	YNN
<b>BUSINESS SYSTEMS ANALYST</b>		
Technology Project Coordinator	15825	YQR

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
Senior Business Systems Analyst	0262	YPP
Business Systems Analyst II	0261	YNN
Business Systems Analyst I	0260	YLL
<b>BUYER</b>		
Senior Buyer	0413	YNN
Buyer	0412	YLL
Assistant Buyer	0411	WKK
<b>CARPENTER</b>		
Carpenter Supervisor	8127	YLL
Carpenter	8126	WJJ
<b>CHIEF OF CONSTRUCTION &amp; INSPECTION</b>	3044	YOO
<b>CHIEF TOXICOLOGIST</b>	2228	YRU
<b>CIVIL ENGINEER</b>		
Senior Licensed Engineer	3019	YRS
Licensed Engineer	3017	YQR
Civil Engineer II	3016	YNO
Civil Engineer I	3015	WLL
Civil Engineering Assistant	3029	WKK
Engineering Technician	3025	WHH
<b>CLERICAL SERIES</b>		
Administrative Secretary Supervisor	0024	YKK
Office Supervisor	0018	YKK
Administrative Secretary	0023	WJJ
Office Support Specialist	0017	WHH
Office Assistant III	0016	WGG
Office Assistant II	0015	WEE
Office Assistant I	0014	WDD
<b>CLERK-COUNTY COMMISSIONERS</b>		
Administrative Clerk - County Commissioners	0168	YKK
Deputy Clerk - County Commissioners	15332	WII
<b>CODE ENFORCEMENT OFFICER</b>		
Code Enforcement Officer II	0700	WKK
Code Enforcement Officer I	15851	WJJ
<b>COLLECTIONS</b>		
Collections Supervisor	16800	YKK
Collections Analyst	6140	WII

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>COMMUNICATIONS SPECIALIST</b>		
Supervising Communications Specialist	2207	YMM
Lead Communications Specialist	15330	WKK
Communications Specialist	2210	WJJ
Communications Specialist Trainee	2209	WGG
<b>COMMUNITY HEALTH AIDE</b>		
	0600	WEE
<b>COMMUNITY HEALTH NUTRITIONIST</b>		
	0607	YNN
<b>COMMUNITY OUTREACH COORDINATOR</b>		
	15156	YNN
<b>COMMUNITY SUPPORT ADMINISTRATOR</b>		
	15853	YPP
<b>COURTHOUSE SECURITY</b>		
Courthouse Security Officer Supervisor	2200	YHH
Courthouse Security Officer	2211	WEE
<b>CRIME ANALYST/STATISTICIAN</b>		
Crime Analyst/Statistician II	16126	YOO
Crime Analyst/Statistician I	16826	YLL
<b>CRIMINALIST</b>		
Supervising Criminalist	2253	YQR
Senior Criminalist	2250	YOQ
Criminalist II	2252	YNP
Criminalist I	2259	WLL
Forensic Chemist	2251	WLL
Criminalist Trainee	2258	WKK
<b>CURATOR</b>		
	4010	YLL
<b>CUSTODIAL</b>		
Facilities Contract and Services Supervisor	9008	YLL
Lead Custodial Worker	9007	WFF
Maintenance Worker I	8002	WCC
Custodial Worker	9002	WBB
<b>DEPARTMENT PROGRAMMER ANALYST</b>		
Department Support Analyst	0440	YOO
Senior Department Programmer Analyst	0430	YNO
Department Programmer Analyst	15175	WLL
Department Computer Specialist	0435	WKL
Department Computer Application Specialist	0711	WJJ
<b>DEPARTMENT SYSTEMS SUPPORT ANALYST</b>		
	0344	YNN

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>DEPUTY COMMISSIONER OF CIVIL MARRIAGES</b>	0150	WEE
<b>DEPUTY CORONER (INVESTIGATOR)</b>		
Medicolegal Death Investigator Supervisor	16052	YPP
Deputy Coroner (Investigator)	2255	WMM
<b>DEPUTY CORONER (TECHNOLOGIST)</b>	2254	WMM
<b>DEPUTY COUNTY RECORDER</b>		
Recording Supervisor	0134	YKK
Property Transfer Compliance Recorder	0135	WII
Senior Deputy Recorder	0133	WHH
Deputy County Recorder I	0130	WGG
Deputy County Recorder Aide	0136	WDD
<b>DEPUTY TREASURER</b>		
Assistant Chief Deputy Treasurer	0319	YNN
Deputy Treasurer	0322	YLL
<b>DETENTION</b>		
Detention Operations Manager	2223	YQQ
Detention Services Manager	2222	YOO
Detention Programs Coordinator	15331	YMM
<b>DEVELOPMENT OFFICER</b>	5008	YNN
<b>DRAFTING TECHNICIAN</b>		
Mapping Supervisor	3004	YLL
Drafting Technician Supervisor	3007	YKK
Drafting Technician II	3006	WJJ
Drafting Technician I	3005	WHH
<b>E-GOV INFORMATION OFFICER</b>	7005	YNN
<b>ELIGIBILITY WORKER</b>		
Eligibility Case Compliance Reviewer	6147	YLL
Eligibility Supervisor	6148	YKK
Eligibility Certification Specialist II	6150	WII
Eligibility Certification Specialist I	6149	WHH
<b>EMERGENCY MEDICAL SERVICES COORD</b>	0644	YNN
<b>ENVIRONMENTAL ENGINEER</b>		
Senior Licensed Engineer	3019	YRS
Senior Environmental Engineer	3038	YOP

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
Environmental Engineer II	3041	YNO
Environmental Engineer I	3040	WLL
<b>ENVIRONMENTALIST</b>		
Environmental Health Specialist Supervisor	0615	YQQ
Senior Environmental Health Specialist	0613	YOO
Environmental Health Specialist	0614	YNN
Environmental Health Specialist Trainee II	0612	WLL
Environmental Health Specialist Trainee I	0611	WKK
<b>EPIDEMIOLOGIST</b>		
Senior Epidemiologist	15451	YPP
Epidemiologist	0648	YOO
<b>EQUIPMENT MECHANIC</b>		
Equipment Services Superintendent	15200	YRR
Equipment Services Supervisor	8109	YMM
Heavy Equipment Mechanic Supervisor - Gerlach/Vya	8101	YLL
Heavy Equipment Diesel Mechanic	8103	WKK
Grounds Equipment Mechanic	8102	WII
Equipment Services Worker II	8111	WFF
Equipment Services Worker I	8100	WCC
<b>EQUIPMENT PARTS WORKER</b>		
Equipment Parts Inventory Control Supervisor	8112	YHH
Equipment Parts Specialist	8110	WGG
Storekeeper	0400	WEE
<b>ESTATE INVESTIGATOR SERIES</b>		
Probate Estate Case Manager	0187	YOO
Public Administrator Estate Investigator	0189	WKK
<b>EVIDENCE PROPERTY CONTROL CLERK</b>		
Evidence and Property Control Clerk	0054	WHH
Storekeeper	0400	WEE
<b>FAMILY COURT INVESTIGATIVE SPECIALIST</b>		
	15250	WLL
<b>FAMILY SUPPORT SPECIALIST</b>		
Family Support Program Manager	1023	YQQ
Assistant Manager/Family Support	1024	YOO
Family Support Supervisor	1012	YKK
Family Support Specialist	1014	WII
<b>FIRE AND SAFETY INSPECTOR</b>		
	16728	WKK

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>FISCAL MANAGER/SOCIAL SERVICES</b>	6134	YRR
<b>FLOOD PROJECT SUPERVISOR</b>	16028	YOO
<b>FOOD SERVICE WORKER</b>		
Food Service Worker II	4003	WDD
Food Service Worker I	4002	WAA
<b>FORENSIC MEDICAL TRANSCRIBER</b>	0175	WHH
<b>FORENSIC TECHNICIAN</b>		
Forensic Technician II	2226	WJJ
Forensic Technician I	2225	WHH
<b>GEOMATICS TECHNICIAN</b>		
Geomatics Supervisor	16133	YOO
Geomatics Specialist	16150	WMM
Geomatics Technician	16132	WKK
<b>GIS SPECIALIST</b>	0720	WKK
<b>GRANTS COORDINATOR</b>	15153	WLL
<b>GUARDIAN CASE MANAGER</b>		
Supervising Guardian Case Manager	0190	YOO
Guardian Case Manager	0188	WLL
Guardian Case Specialist	15550	WII
<b>HAZARDOUS MATERIALS SPECIALIST</b>	0608	YNN
<b>HAZMAT ENGINEERING SPECIALIST</b>	3037	WNN
<b>HEALTH EDUCATOR</b>		
Health Educator II	0628	YMM
Health Educator I	0627	WLL
<b>HOMEMAKER SERVICES AIDE</b>	0595	WEE
<b>HORTICULTURE</b>		
Horticulturist	0067	YNN
Horticulture Assistant	0068	WII
<b>HUMAN RESOURCES SPECIALIST</b>		
Human Resources Specialist III	15333	YKK
Human Resources Specialist II	0510	WJJ
Human Resources Specialist I	0509	WHH

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>HUMAN SERVICES SUPPORT SPECIALIST</b>		
Human Services Program Supervisor	16075	YPP
Senior Human Services Support Specialist	6127	WII
Human Services Support Specialist II	6129	WHH
Human Services Support Specialist I	6128	WGG
<b>HYDROGEOLOGIST</b>		
Water Resources Program Manager	3053	YQR
Senior Hydrogeologist	3030	YPQ
Hydrogeologist II	3052	YNN
Hydrogeologist I	3051	WLL
<b>IMAGING EQUIPMENT TECHNICIAN</b>		
Imaging Equipment Technician Supervisor	0204	YHH
Imaging Equipment Technician II	0203	WGG
Imaging Equipment Technician I	0202	WCC
Imaging Equipment Technician Trainee	0200	WBB
<b>INMATE CLASSIFICATION/INMATE ASSIST. SPECIALIST</b>		
	2241	WJJ
<b>INMATE PROPERTY</b>		
Inmate Property/Services Supervisor	2203	YJJ
Inmate Storekeeper	2201	WFF
<b>INMATE WORK PROGRAM LEADER</b>		
Inmate Work Program Supervisor	2206	YJJ
Inmate Work Program Leader	2204	WGG
<b>INVESTIGATIVE ASSISTANT</b>		
Investigative Assistant Supervisor	16326	YKK
Investigative Assistant	1013	WII
<b>INVESTIGATOR (PUBLIC DEFENDER)</b>		
Chief Investigator (PD)	15525	YPP
Investigator II (PD)	1015	WLM
Investigator I (PD)	1011	WKK
<b>IRRIGATION SPECIALIST</b>		
Irrigation Specialist	4028	WGG
Maintenance Worker II	8003	WFF
Maintenance Worker I	8002	WCC
<b>IT TRAINING SPECIALIST</b>		
	0713	WKK

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>JAIL COOK</b>		
Food Manager	9006	YLL
Assistant Food Manager	9005	YJJ
Jail Cook	2242	WHH
<b>LAND ACQUISITION MANAGER</b>		
	16025	YRR
<b>LATENT FINGERPRINT EXAMINER</b>		
	2260	WLL
<b>LEGAL SECRETARY</b>		
Administrative Legal Secretary	0105	YKK
Legal Secretary Supervisor	0104	YKK
Legal Secretary Lead	0102	WJJ
Legal Secretary	0101	WII
<b>LIBRARIAN</b>		
Librarian III	5024	YOO
Systems and Access Services Librarian	5028	YOO
Librarian II	5022	YNN
Internet Services Librarian	16900	YNN
Librarian I	5020	YKK
<b>LIBRARY ASSISTANT</b>		
Senior Library Assistant	5018	YJJ
Library Assistant III	5016	WHH
Library Assistant II	5014	WGG
Library Assistant I	5012	WEE
Library Aide	5000	WAA
<b>LUBE TRUCK DRIVER</b>		
	8108	WFF
<b>MARKETING COORDINATOR</b>		
	0176	YLL
<b>MARRIAGE DIVISION OPERATIONS SUPERVISOR</b>		
	0146	YKK
<b>MEDICAL OFFICE ASSISTANT</b>		
	16600	WII
<b>MENTAL HEALTH COUNSELOR</b>		
Mental Health Counselor Supervisor	6154	YQQ
Mental Health Counselor II	6153	YPP
Foster Care Training and Support Specialist	16550	YPP
Mental Health Counselor I	6152	YNN
<b>MITIGATION SPECIALIST</b>		
	6145	WLM

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>NATURAL RESOURCES PLANNER</b>		
Natural Resources Planner Coordinator	15350	YQQ
Natural Resources Planner	16750	WNN
<b>NNCTC INFRASTRUCTURE LIAISON COORDINATOR</b>		
	16350	YPP
<b>NNCTC INTELLIGENCE ANALYST</b>		
	16175	YQQ
<b>NNCTC TERRORISM LIAISON OFFICER</b>		
	16351	YPP
<b>PAINTER</b>		
Painter Supervisor	8131	YKK
Painter	8130	WII
Maintenance Worker III	8004	WHH
<b>PARALEGAL SENIOR LAW PROJECT</b>		
	0111	WKK
<b>PARK PLANNER</b>		
Planning Manager	0712	YRR
Park Planner	4036	WNN
<b>PARK RANGER</b>		
District Park Manager	16130	YOO
District Park Ranger	4016	YNN
Park Ranger	4017	WKK
Parks Coordinator	16875	WII
<b>PARKS MAINTENANCE</b>		
Parks Operations Superintendent	4029	YRR
Golf Maintenance Supervisor	16137	YLL
Parks Maintenance Supervisor	16136	YLL
Senior Grounds/Parks Maintenance Worker	8023	YJJ
Heavy Equipment Operator	8243	WII
Medium Equipment Operator	8242	WGG
Maintenance Worker II	8003	WFF
Maintenance Worker I	8002	WCC
Laborer	8000	WAA
<b>PAYROLL/PERSONNEL</b>		
Payroll Coordinator	0512	YJJ
Payroll/Personnel Clerk	0513	WHH
<b>PAYROLL SUPERVISOR</b>		
County Payroll Supervisor	0317	YLL
Payroll Technician	0514	WHH

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>PERMITS PLUS ZONE MANAGER</b>	15850	YQQ
<b>PERSONAL PROPERTY FIELD REPRESENTATIVE</b>	0341	WII
<b>PLANNER</b>		
Planning Manager	0712	YRR
Senior Planner	0706	YOO
Planner	0705	WNN
Assistant Planner	0704	WJJ
<b>PLANNING TECHNICIAN</b>		
Planning Technician	0703	WHH
Plans/Permits/Applications Aide	0178	WGG
<b>PLAYGROUND SAFETY SPECIALIST</b>	2326	WHH
<b>POLYGRAPH EXAMINER</b>		
Polygraph Examiner II	2244	YLN
Polygraph Examiner I	2243	WII
<b>PROGRAM COORDINATOR</b>		
Program Coordinator	0171	YLL
Program Assistant	0172	YKK
<b>PROJECT MANAGER</b>		
Sr. Project Manager	16700	YRS
Project Manager	16701	YQR
Public Works Project Coordinator	3020	YNN
<b>PROPERTY INVENTORY CLERK</b>		
Property Inventory Technician	0414	WHH
Property Inventory Clerk	0410	WEE
<b>PROPERTY PROGRAM AND FISCAL CONTROL MANAGER</b>	8133	YQQ
<b>PSYCHOLOGIST</b>	6155	YRR
<b>PUBLIC HEALTH EMERGENCY RESP. COORD.</b>		
Public Health Preparedness Manager	16325	YQQ
Public Health Emergency Response Coord.	0646	YOO
<b>PUBLIC HEALTH INVESTIGATOR</b>		
Public Health Investigator II	15304	WLL
Public Health Investigator I	15303	WKK

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>PUBLIC HEALTH PROGRAM MANAGER</b>	15150	YOO
<b>PUBLIC INFORMATION OFFICER</b>		
Public Information Officer	5006	YLL
Public Information Assistant	5005	YKK
<b>PUBLIC WORKS INSPECTOR</b>		
Special Projects Inspector	3023	YNN
Engineering Inspector	3027	WLL
<b>RADIO NETWORK ENGINEER</b>		
Radio Network Administrator	15826	WNN
Radio Network Engineer II	15701	WLL
Radio Network Engineer I	15700	WKK
<b>RANGEMASTER</b>	4018	WJJ
<b>RECORDS CLERK</b>		
Administrative Services Manager	S16135/16775	YPP
Sheriff's Office Records Manager	16134	YMM
Chief Records Clerk (Civil)	15855	YJJ
Chief Records Clerk	0103	YII
<b>RECORDS MANAGEMENT</b>		
Records Management Supervisor	0165	YKK
Records Management Technician II	0055	WEE
Records Management Technician I	0056	WDD
<b>RECREATION SPECIALIST</b>		
Recreation Coordinator	4031	YII
Recreation Specialist	4011	WGG
<b>REPROGRAPHICS SERIES</b>		
Reprographics/Mail Services Supervisor	0205	YLL
Imaging and Record Management Supervisor	0201	YPP
Senior Duplicating Equipment Operator	0214	WHH
Graphic Design Artist	0208	WGG
Duplicating Equipment Operator II	0213	WGG
Duplicating Equipment Operator I	0212	WDD
<b>ROADS MAINTENANCE</b>		
Assistant Manager Roads Operations	8363	YOO
Roads Supervisor	8352	YLL
Road Equipment Training Coordinator	8246	WLL
Lead Heavy Equipment Operator	8245	WJJ
Heavy Equipment Operator	8243	WII

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
Medium Equipment Operator	8242	WGG
Maintenance Worker II	8003	WFF
Maintenance Worker I	8002	WCC
Laborer	8000	WAA
<b>SAFETY COMPLIANCE OFFICER</b>		
Safety Officer	2325	YNN
Safety Compliance Officer	2327	WKK
<b>SECURITY ELECTRONICS ADMINISTRATOR</b>		
	16125	WNN
<b>SEWER SYSTEMS WORKER</b>		
Utility Operations Manager	3039	YQR
Wastewater Collections Systems Supvr	15827	WKK
Sewer Systems Worker II	3032	WII
Sewer Systems Worker I	3031	WGG
<b>SHERIFF'S SUPPORT SPECIALIST</b>		
Community Work Program Supervisor	2224	YKK
Sheriff Support Specialist Supervisor	2221	YKK
Sheriff Support Specialist - B/C/PC	2205	WHH
Sheriff Support Specialist - Field Services	2202	WHH
Sheriff Support Specialist - B/C/PC Trainee	16525	WGG
Sheriff Support Specialist - Field Trainee	16526	WGG
<b>SIGN FABRICATOR</b>		
Sign Shop Supervisor	8138	YJJ
Sign Fabricator	8137	WFF
<b>SOCIAL SERVICES</b>		
Children's Services Coordinator Supervisor	6130	YRR
Case Compliance Reviewer-CPS	6138	YQQ
Social Services Program Specialist	6133	YQQ
Social Services Supervisor	6136	YPP
Senior Social Worker	15335	YOO
Social Worker III	6143	YNN
Social Worker II	6142	YLL
Social Services Case Manager II	15601	YLL
Social Worker I	6141	YKK
Social Services Case Manager I	15600	YKK
CPS Intake Screener	6137	WKK
<b>STATISTICIAN</b>		
	15155	YNN
<b>STUDENT/COMMUNITY LIAISON SPECIALIST</b>		
	2208	WII

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>SURVEY/ENGINEERING TECHNICIAN</b>		
Supervising Land Surveyor	3034	YNN
Survey Party Chief	3028	YKK
Engineering Services Technician	3046	YII
Surveying Technician	3026	WJJ
<b>TECHNOLOGY NETWORK ENGINEER</b>		
Technology Project Coordinator	15825	YQR
Sr. Technology Network Engineer	15838	YPP
Technology Network Engineer II	15837	WLM
Technology Network Engineer I	15836	WKL
<b>TECHNOLOGY SUPPORT TECHNICIAN</b>		
Sr. Technology Support Technician	15839	WKK
Technology Support Technician II	15830	WII
Technology Support Technician I	15726	WHH
<b>TECHNOLOGY SYSTEMS ADMINISTRATOR</b>		
Technology Project Coordinator	15825	YQR
Sr. Technology Systems Administrator	15833	YPP
Technology Systems Administrator II	15832	WLM
Technology Systems Administrator I	15831	WKL
<b>TECHNOLOGY SYSTEMS DEVELOPER</b>		
Technology Project Coordinator	15825	YQR
Sr. Technology Systems Developer	15840	YPP
Technology Systems Developer II	15835	YNO
Technology Systems Developer I	15834	YLL
<b>TELECOMMUNICATIONS</b>		
System Administrator	15152	WLL
Sr. Telephone Technician	15854	WLL
Electronics Technician	2312	WKK
Telephone Technician	2314	WKK
Telecommunications Support Technician	2310	WII
<b>TRAINING SERVICES SPECIALIST</b>		
	15151	WII
<b>UTILITIES</b>		
Utility Operations Manager	3039	YQR
Utility Operations Supervisor	15856	YNN
Utility Systems Control Specialist	16200	WMM
Supervisor Utility Worker	15828	YKK
Senior Utility Worker	3011	WJJ
Utility Worker II	3014	WII
Utility Worker I	3013	WGG

## WCEA – LIST OF CLASS SERIES

CLASS TITLE	CLASS CODE	GRADE
<b>UTILITY MECHANIC</b>	3012	WJJ
<b>VECTOR BORNE DISEASE</b>		
Vector Control Coordinator	0616	YQQ
Vector Borne Disease Specialist	16375	YNN
<b>VETERINARY TECHNICIAN</b>	15052	WJJ
<b>VICTIM WITNESS ADVOCATE</b>	1025	WII
<b>VICTIM WITNESS ADVOCATE (SHERIFF'S)</b>	15154	WJJ
<b>VIDEO PRODUCTION COORDINATOR</b>	0179	WJJ
<b>VOLUNTEER COORDINATOR</b>	16876	WII
<b>WATER &amp; SEWER PROJECT INSPECTOR</b>	3045	WLL
<b>WATER MANAGEMENT</b>		
Water Management Planner Coordinator	3035	YPP
Water Management Planner	0723	YNN
<b>WATER METER TECHNICIAN</b>		
Sr. Water Meter Technician	15829	WII
Water Meter Technician II	3049	WHH
Water Meter Technician I	3048	WFF
<b>WATER RIGHTS</b>		
Water Rights Manager	3050	YPP
Water Rights Technician	3047	WJJ
<b>WATER TREATMENT PLANT OPERATOR</b>	15425	WNN
<b>WELDER</b>	8105	WJJ
<b>WIC PROGRAM MANAGER</b>	0643	YOO

Updated 2/24/11