



# WASHOE COUNTY

Integrity Communication Service

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## STAFF REPORT

BOARD MEETING DATE: *May 24, 2022*

**DATE:** Thursday, May 19, 2022

**TO:** Board of County Commissioners

**FROM:** Patricia Hurley, Director, Human Resources Department  
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**THROUGH:** Eric Brown, County Manager

**SUBJECT:** Recommendation to approve Collective Bargaining Agreements (CBA) with the Washoe County District Attorney's Investigator Association (WCDAIA) for the Non-Supervisory and Supervisory bargaining units for the two (2) year period beginning July 1, 2022 through June 30, 2024; including cost of living adjustments in base wages of 5% effective July 1, 2022 plus a one-time only lump sum payment of \$2,000 for Non-Supervisory, \$3,000 for Supervisory, effective July 4, 2022 (paid on July 22, 2022), for employees covered under this CBA in effect at the time of the payment [FY 22/23 estimated fiscal impact \$92,691]; and cost of living adjustments in base wages of 3.5% beginning July 1, 2023 plus a one-time only lump sum payment of \$2,000 for Non-Supervisory, \$3,000 for Supervisory, effective July 3, 2023 (paid on July 21, 2023), for employees covered under this CBA in effect at the time of the payment [FY 23/24 estimated fiscal impact \$95,164]; updated stand-by, safety equipment, and bi-lingual pay [estimated total fiscal impact \$5,600]; and updated agreement language regarding salaries, holidays, discipline and grievance, and term of agreement; and approve same salaries, \$3,000 lump sum payment, stand-by pay, bi-lingual pay, and holidays for the non-represented Chief Investigator (DA) [estimated fiscal impact \$26,808 for all fiscal years]. [Total estimated fiscal impact is \$220,263] (All Commission Districts.)

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### SUMMARY

In June 2019 the Board approved Collective Bargaining Agreements (CBA) with the Washoe County District Attorney's Investigator Association (WCDAIA) for the Non-Supervisory and Supervisory bargaining units for the three (3) year period beginning July 1, 2019, through June 30, 2022; including cost of living adjustments (COLA) and approved the same salaries, property reimbursement, insurance, and safety equipment for the non-represented Chief Investigator (DA).

Since February 2022, Washoe County and the WCDAIA have engaged in extensive negotiations for successor Agreements. These proposed successor CBA(s) with the WCDAIA Non-Supervisory and Supervisory bargaining units are for the two (2) year period beginning July 1, 2022 through June 30, 2024; including COLA(s) of 5% effective

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July 1, 2022; and 3.5% beginning July 1, 2023, plus a one-time only lump sum payment of \$2,000 for Non-Supervisory, \$3,000 for Supervisory, effective July 4, 2022 and July 3, 2023; updated stand-by, safety equipment, and bi-lingual pay; and updated agreement language regarding salaries, holidays discipline and grievance, and term of agreement.

Represented employees' employment provisions are primarily governed by provisions within their negotiated contracts; unrepresented employees are primarily governed by the Washoe County Code. The Board of County Commissioners has in the past adopted the same salary and benefits for unrepresented employees as have been negotiated for represented employees. The recommendation for salaries, \$3,000 lump sum payment, standby pay, bi-lingual pay, and holidays for the Chief Investigator (DA) is the same as the applicable provisions in the proposed CBA with the WCDAIA Supervisory bargaining unit.

**Washoe County Strategic Objective supported by this item:** Legal obligation to comply with our statutory mandate to engage in collective bargaining pursuant to NRS Chapter 288.

### **PREVIOUS ACTION**

On June 11, 2019, the Board approve CBA(s) with the WCDAIA for the Non-Supervisory and Supervisory bargaining units for the three year period beginning July 1, 2019 through June 30, 2022; including COLA(s) of 3% effective July 1, 2019; 2.5% beginning July 1, 2020; and 2.5% beginning July 1, 2021; and updated agreement language regarding salaries; shift differential; property reimbursement; insurance; safety equipment; dues deduction; and term of agreement; and approved same salaries, property reimbursement, insurance, and safety equipment for the non-represented Chief Investigator (DA).

### **BACKGROUND**

#### ***WCDAIA:***

The parties reached Tentative Agreements on all issues. The Association has voted and ratified the Agreements. Following is a summary explanation of the substantive changes to the Agreements (unless specifically noted, the changes apply to both the Supervisory and Non-Supervisory Agreements):

#### Term

The term of the Agreement is for two (2) years: July 1, 2022, through June 30, 2024.

#### Article 7 – Work Hours

Article 7 has been updated to clarify alternative work schedules and two consecutive days off.

#### Article 11 – Leave of Absence

Article 11 has been updated for to reflect Washoe County Code and current practice by clarifying absence of an employee due to aiding in a public emergency as a volunteer reserve member of a police department or sheriff's office.

#### Article 14 – Salaries and Retirement

Paragraph A.2. is modified to reflect COLA(s) of 5% effective July 1, 2022 plus a one-time only lump sum payment of \$2,000 for Non-Supervisory, \$3,000 for Supervisory, effective July 4, 2022 (paid on July 22, 2022), for employees covered under this CBA in

effect at the time of the payment; and 3.5% effective July 1, 2023 plus a one-time only lump sum payment of \$2,000 for Non-Supervisory, \$3,000 for Supervisory, effective July 3, 2023 (paid on July 21, 2023), for employees covered under this CBA in effect at the time of the payment. These COLA's and \$3,000 one-time only lump sum payments are also applicable for the non-represented Chief Investigator (DA).

Article 15 – Holidays and Holiday Pay

Article 15 has been changed to add non-standard workweeks, compensation for holiday not worked and holiday worked, and holiday pay related to regularly scheduled shift, and by removing holidays declared by the President of the United States or day of mourning.

Article 18 – Standby Pay

Standby Pay has been increased from \$50.00 to \$60.00 for each scheduled weekday and increased from \$100.00 to \$200.00 for each scheduled weekend day.

Article 21 – Bilingual Language Skills (new)

This article was added to provide a 5% bilingual differential for actual time spent performing bilingual language skills hour-for-hour with a guaranteed minimum of one (1) hour per day regardless of having performed bilingual skills and to clarify the use of bilingual skills where such skills are not a minimum qualification for the employee's job.

Article 28 – Safety Equipment (previously Article 27)

A taser and taser holster was added to list of equipment provided by the County in Section A of Article 28 for Non-Supervisory.

Article 34 – Discipline, Suspension and Demotion (previously Article 33)

Article 34 was updated to clarify and update language.

Article 35 – Discharge (previously Article 34)

Article 35 was updated to clarify the discharge process.

Article 36 – Grievance Procedure (previously Article 35)

Article 36 was updated to clarify the grievance procedure, add the Federal Mediation and Conciliation Service for arbitration, and update the process for selecting an arbitrator.

Article 46 – Term of Agreement (previously Article 45)

This Article is updated to reflect the new 2-year term of agreement of July 1, 2022 through June 30, 2024.

***Chief Investigator (DA):***

The recommendations for salary and benefits for the Chief Investigator (DA) are the same COLA(s), \$3,000 lump sum payments, standby pay, bi-lingual pay, and holidays as the applicable provisions in the proposed CBA(s) with the WCDAIA. In the past, the Board has adopted the same salary and benefits for the Chief Investigator (DA) as those contained in the CBA(s) with the WCDAIA Supervisory bargaining unit.

**FISCAL IMPACT**

The annual FY 22/23 fiscal impact associated with these recommendations is estimated at \$98,090 (\$75,298 for Non-Supervisory; \$22,793 for Supervisory) for WCDAIA, and \$13,225 for the Chief Investigator (DA) and a portion is included in the FY 22/23 approved budget. These cost increases may necessitate a budget adjustment during the fiscal year. The Budget Division will monitor the budget status related to these contracts and propose necessary budget adjustments as needed.

The FY 22/23 fiscal impact is broken out as follows:

**FY 22/23**

Description	WCDAIA (NS)	WCDAIA (S)	Chief Investigator	Total
COLA	\$53,898	\$16,793	\$10,225	\$80,916
One-time Lump Sum	\$16,000	\$6,000	\$3,000	\$25,000
Safety Equipment	\$5,200	\$-0-	\$-0-	\$5,200
Standby Pay	\$200	\$-0-	\$-0-	\$200
Bi-lingual Pay	\$-0-	\$-0-	\$-0-	\$-0-
<b>TOTAL FY22/23</b>	<b>\$75,298</b>	<b>\$22,793</b>	<b>\$13,225</b>	<b>\$111,315</b>

The annual FY 23/24 fiscal impacts associated with these recommendations are estimated at \$108,947 (\$71,984 for Non-Supervisory; \$23,380 for Supervisory; and \$13,583 for Chief Investigator) and are broken out as follows:

**FY 23/24**

Description	WCDAIA (NS)	WCDAIA (S)	Chief Investigator	Total
COLA	\$55,784	\$17,380	\$10,583	\$83,747
One-time Lump Sum	\$16,000	\$6,000	\$3,000	\$25,000
Safety Equipment	\$-0-	\$-0-	\$-0-	\$-0-
Standby Pay	\$200	\$-0-	\$-0-	\$200
Bi-lingual Pay	\$-0-	\$-0-	\$-0-	\$-0-
<b>TOTAL FY23/24</b>	<b>\$71,984</b>	<b>\$23,380</b>	<b>\$13,583</b>	<b>\$108,947</b>

\*Notes:

- Totals in tables may be off by a dollar or two due to rounding
- No baseline data to estimate bi-lingual pay
- Uses pro-rated historical standby pay as basis for estimate
- Safety equipment expense is not annual
- Estimated FY23 impact of 1.0% COLA per FY22 salaries (incl. PERS) = \$16,184  
\$10,780 (NS); \$3,359 (S); \$2,045 (Chief)
- Estimates do not include additional positions approved for FY23 or estimated PERS changes for FY24
- FY24 estimates reflect cumulative impacts based on FY23 increases-not incremental impacts (i.e., FY23 COLA plus FY24 COLA)

**RECOMMENDATION**

Recommendation to approve Collective Bargaining Agreements (CBA) with the Washoe County District Attorney’s Investigator Association (WCDAIA) for the Non-Supervisory and Supervisory bargaining units for the two (2) year period beginning July 1, 2022 through June 30, 2024; including cost of living adjustments in base wages of 5% effective July 1, 2022 plus a one-time only lump sum payment of \$2,000 for Non-Supervisory, \$3,000 for Supervisory, effective July 4, 2022 (paid on July 22, 2022), for

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### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

*“Move to approve Collective Bargaining Agreements (CBA) with the Washoe County District Attorney’s Investigator Association (WCDAIA) for the Non-Supervisory and Supervisory bargaining units for the two (2) year period beginning July 1, 2022 through June 30, 2024; including cost of living adjustments in base wages of 5% effective July 1, 2022 plus a one-time only lump sum payment of \$2,000 for Non-Supervisory, \$3,000 for Supervisory, effective July 4, 2022 (paid on July 22, 2022), for employees covered under this CBA in effect at the time of the payment [FY 22/23 estimated fiscal impact \$92,691]; and cost of living adjustments in base wages of 3.5% beginning July 1, 2023 plus a one-time only lump sum payment of \$2,000 for Non-Supervisory, \$3,000 for Supervisory, effective July 3, 2023 (paid on July 21, 2023), for employees covered under this CBA in effect at the time of the payment [FY 23/24 estimated fiscal impact \$95,164]; updated stand-by, safety equipment, and bi-lingual pay [estimated total fiscal impact \$5,600]; and updated agreement language regarding salaries, holidays, discipline and grievance, and term of agreement; and approve same salaries, \$3,000 lump sum payment, stand-by pay, bi-lingual pay, and holidays for the non-represented Chief Investigator (DA) [estimated fiscal impact \$26,808 for all fiscal years]. [Total estimated fiscal impact is \$220,263]”*