



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: *June 25, 2019*

**DATE:** Friday, June 21, 2019

**TO:** Board of County Commissioners

**FROM:** Patricia Hurley, Director, Human Resources  
775.328.2087, [PHurley@washoecounty.net](mailto:PHurley@washoecounty.net)

**THROUGH:** Christine Vuletich, Assistant County Manager

**SUBJECT:** Recommendation to approve Collective Bargaining Agreements with the Washoe County Nurses' Association (WCNA) 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 in base wages of 3% effective July 1, 2019 [FY 19/20 estimated fiscal impact \$86,919]; 2.5% beginning July 1, 2020 [FY 20/21 estimated fiscal impact \$89,700]; and 2.5% beginning July 1, 2021 [FY 21/22 estimated fiscal impact \$91,719]; and updated agreement language regarding salaries of personnel, standby pay, shift differential, holidays, vacation, bereavement leave, health plan, career development, professional license/fees, distribution of contract, on-site child care, duration of agreement, and rights of the association. [Total estimated fiscal impact for all fiscal years is \$268,338.] (All Commission Districts.)

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### **SUMMARY**

In September 2016 the Board approved the Collective Bargaining Agreements (CBAs) with the Washoe County Nurses' Association (WCNA) for the Non-Supervisory and Supervisory bargaining units for a period ending June 30, 2019. Since February 2019 Washoe County and the WCNA have engaged in extensive negotiations for successor Agreements. These proposed successor CBAs with the WCNA Non-Supervisory and Supervisory bargaining units are for the three (3) year period beginning July 1, 2019 through June 30, 2022; including cost of living adjustments in base wages 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 of personnel, standby pay, shift differential, holidays, vacation, bereavement leave, health plan, career development, professional license/fees, distribution of contract, on-site child care, duration of agreement, and rights of the association.

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

AGENDA ITEM # \_\_\_\_\_

## **PREVIOUS ACTION**

On September 13, 2016 the Board approved CBAs with WCNA for Non-Supervisory and Supervisory bargaining units for the three (3) year period July 1, 2016 through June 30, 2019; including COLAs of 3% retroactive to July 1, 2016, 3.5% effective July 1, 2017, and 2.5% effective July 1, 2018; and updated agreement language regarding salaries, sick leave/bereavement calculations, and health plans.

On August 23, 2016 the Board approved a 32-day extension of existing Collective Bargaining Agreements beyond the August 29, 2016 expiration date to September 30, 2016 as it affects NRS 288.

## **BACKGROUND**

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 three (3) years: July 1, 2019 through June 30, 2022.

### **Article 7 – Salaries of Personnel**

Paragraph A.2. is modified to reflect Cost of Living Adjustments in base wage of 3% effective July 1, 2019; 2.5% effective July 1, 2020; and 2.5% effective July 1, 2021.

In addition, the County agrees to provide personal leave to each full-time employee or the pro-rated ratio for part-time employees covered by the WCNA contract to be credited and used in accordance with Article 15 – Sick Leave, Section G. – Personal Leave as follows: Four (4) hours of personal leave credit effective July 2019; and eight (8) hours of personal leave credit in January of each of the calendar years 2020, 2021, and 2022.

### **Article 9 – Standby, Irregular or Flexed Schedules, and Work at Home**

Standby pay is being increased from \$5 per hour to \$6 per hour with a guaranteed minimum payment of \$60 (vs. \$50) for each standby assignment, except as provided in certain consecutive assignments as outlined in Article 9.

### **Article 10 – Shift Differential**

Shift differential pay for performing work between the hours of 6:00 p.m. and 6:00 a.m., as defined in this Article, has been increased from six (6%) to seven (7%) of base salary.

### **Article 13 – Holidays**

The language in paragraph three (3) is re-written to reiterate that under NRS 236.015 when a President declares a day of mourning it is not considered a County holiday unless the local government offices are required to be closed.

### **Article 14 – Vacation**

The deadline date for the reimbursement of denied vacation leave in excess of 240 hours is modified from October 1<sup>st</sup> to October 15<sup>th</sup> under Paragraph C.3. New language under

C.4. is added to allow for an eligible employee to cash-out at least sixteen (16) hours and no more than forty (40) hours of accumulated vacation leave, at the employee's current base rate of pay, in each payroll calendar year as long as the employee submits a request in writing to the department and Comptroller by October 15<sup>th</sup> of that year. Eligible employees must have a minimum balance of one hundred twenty (120) hours of accumulated vacation leave at the time of request, and be in a paid status. Payment will occur within two (2) pay periods of receipt of the written request on the regularly scheduled pay date.

#### Article 15 – Sick Leave

In the event of a death in the employee's immediate family, Bereavement leave is increased from five (5) days to ten (10) days for attending the funeral and travel to and from, and attending to any family related business matters.

#### Article 17 – Health Plan

This Article is cleaned up to remove outdated information and to update the language to reflect current information and practice. Substantial changes include: removing language from Section D. – Health Benefit Premiums referring to pro-rating health benefit premiums for benefitted part-time employees; updating Section E. on the handling of a dispute over a medical claim; removing the reference to a Vice Chairperson; and in Section F. replacing the reference to the State PEBP Retiree Health plan subsidy with the County subsidy; updating the increase of the County provided monthly subsidy to occur only in years there is an increase to health premiums; and clarifying that employees hired after June 30, 2010, that elect to remain in the County Retiree Health Plan, must, upon eligibility, enroll in Medicare Parts A and B with Medicare becoming the primary coverage.

#### Article 21 – Career Development

The name of this Article was modified from "Educational Fees" to "Career Development". In addition to County Tuition Reimbursement, the Nurses are now eligible for a Continuing Education Reimbursement of up to five hundred (\$500) for the APRN's and three hundred dollars (\$300) for the PHN's and Public Health Nurse Supervisors, per calendar year, to take non-mandatory online or live trainings related to their current position, as approved by the Department Head or designee.

#### Article 30 – Professional License/Fees

The current language was modified to clarify that the County will pay for all professional licenses and fees, including fingerprinting, that are required by the Nevada State Board of Nursing and as part of the employee's job classification for continued employment.

#### Article 33 – Distribution of Contract

This Article was modified to remove the necessity to reproduce Agreements and provide these copies of the Agreement to employees within sixty (60) days after signing with the costs to be borne equally by the County and Association. Language was added to reflect the current process of posting agreements to the Washoe County Human Resources website within thirty (30) days.

Article 35 – On-Site Child Care

This Article was completely removed from the Agreement.

Article 36 – Duration of Agreement

This Article was renumbered from Article 37 to Article 36 and is updated to reflect the new 3-year term of agreement of July 1, 2019 through June 30, 2022. Another change to this Article is the removal of the outdated SB 241 “evergreen” compromise language which was included in the previous contracts.

Article 37 – Rights of the Association

This Article was renumbered from Article 38 to Article 37, and a correction was made from Article 32 to Article 27 to correctly reference the Article for Grievance Procedure. In addition, the last paragraph was revised to indicate that both parties have agreed the full cost of release time for Association business for the term of this Agreement has been offset by the value of concessions made by the Association during the course of negotiations of this Agreement.

**FISCAL IMPACT**

The annual FY 19/20 fiscal impact associated with these recommendations is estimated at \$86,919 (\$20,255 for Supervisory; \$66,664 for Non-Supervisory) and a portion is included in the FY 19/20 approved budget. These cost increases may necessitate a budget adjustment during the fiscal year. The Budget Office will monitor the budget status related to these contracts and propose necessary budget adjustments as needed.

The FY 19/20 fiscal impact is broken out as follows:

**FY 19/20**

Description	WCNA (S)	WCNA (NS)	Total
COLA	\$15,255	\$59,045	\$74,300
Standby Pay	\$0	\$3,690	\$3,690
Shift Differential	\$0	\$29	\$29
Career Development	\$5,000	\$3,900	\$8,900
Total:	\$20,255	\$66,664	\$86,919

The annual FY 20/21 and FY 21/22 fiscal impacts associated with these recommendations are estimated at \$89,700 and \$91,719 and are broken out as follows:

**FY 20/21**

Description	WCNA (S)	WCNA (NS)	Total
COLA	\$15,636	\$60,522	\$76,158
Standby Pay	\$0	\$4,613	\$4,613
Shift Differential	\$0	\$29	\$29
Career Development	\$5,000	\$3,900	\$8,900
Total:	\$20,636	\$69,064	\$89,700

**FY 21/22**

Description	WCNA (S)	WCNA (NS)	Total
COLA	\$16,027	\$62,034	\$78,061
Standby Pay	\$0	\$4,728	\$4,728
Shift Differential	\$0	\$30	\$30
Career Development	\$5,000	\$3,900	\$8,900
Total:	\$21,027	\$70,692	\$91,719

**RECOMMENDATION**

Recommendation to approve Collective Bargaining Agreements with the Washoe County Nurses' Association (WCNA) 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 in base wages of 3% effective July 1, 2019 [FY 19/20 estimated fiscal impact \$86,919]; 2.5% beginning July 1, 2020 [FY 20/21 estimated fiscal impact \$89,700]; and 2.5% beginning July 1, 2021 [FY 21/22 estimated fiscal impact \$91,719]; and updated agreement language regarding salaries of personnel, standby pay, shift differential, holidays, vacation, bereavement leave, health plan, career development, professional license/fees, distribution of contract, on-site child care, duration of agreement, and rights of the association. [Total estimated fiscal impact for all fiscal years is \$268,338.]

**POSSIBLE MOTION**

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

**Move to** approve Collective Bargaining Agreements with the Washoe County Nurses' Association (WCNA) 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 in base wages of 3% effective July 1, 2019 [FY 19/20 estimated fiscal impact \$86,919]; 2.5% beginning July 1, 2020 [FY 20/21 estimated fiscal impact \$89,700]; and 2.5% beginning July 1, 2021 [FY 21/22 estimated fiscal impact \$91,719]; and updated agreement language regarding salaries of personnel, standby pay, shift differential, holidays, vacation, bereavement leave, health plan, career development, professional license/fees, distribution of contract, on-site child care, duration of agreement, and rights of the association. [Total estimated fiscal impact for all fiscal years is \$268,338.]