WASHOE COUNTY

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STAFF REPORT
BOARD MEETING DATE: *June 11, 2019*

DATE: Thursday, June 6, 2019

TO: Board of County Commissioners

FROM: Patricia Hurley, Director, Human Resources
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THROUGH: Christine Vuletich, Assistant County Manager

SUBJECT: Recommendation to approve Collective Bargaining Agreements 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 in base wages of 3% effective July 1, 2019 [FY 19/20 estimated fiscal impact $54,051]; 2.5% beginning July 1, 2020 [FY 20/21 estimated fiscal impact $55,143]; and 2.5% beginning July 1, 2021 [FY 21/22 estimated fiscal impact $56,261]; and updated agreement language regarding salaries; shift differential; property reimbursement; insurance; safety equipment; dues deduction; and term of agreement; and approve same salaries, property reimbursement, insurance, and safety equipment for the non-represented Chief Investigator (DA) [estimated fiscal impact $20,264 for all fiscal years]. [Total estimated fiscal impact is $185,719.] (All Commission Districts.)

SUMMARY

In September 2016 the Board approved the Collective Bargaining Agreements (CBAs) with the Washoe County District Attorney's Investigator Association (WCDAIA) for the Non-Supervisory and Supervisory bargaining units for a period ending June 30, 2019 and the same for the Chief Investigator (DA). Since February 2019 Washoe County and the WCDAIA have engaged in extensive negotiations for successor Agreements. These proposed successor CBAs with the WCDAIA 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; shift differential; property reimbursement; insurance; safety equipment; dues deduction; and term of agreement and approve same salaries, property reimbursement, insurance, and safety equipment for the unrepresented Chief Investigator (DA).

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, property reimbursement, insurance, and safety equipment for the Chief Investigator (DA) is the same as the applicable provisions in the proposed Collective Bargaining Agreements with the Washoe County District Attorney's Investigator Association (WCDAIA).

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 September 13, 2016 the Board approved CBAs with the WCDAIA for the Non-Supervisory and Supervisory bargaining units for the three (3) year period beginning July 1, 2016 through June 30, 2019: including cost of living adjustments in base wages of 3% retroactive to July 1, 2016, 3.5% beginning July 1, 2017, and 2.5% beginning July 1, 2018; and updated agreement language regarding sick leave (bereavement) calculations, salaries, property reimbursement, training, and health plans; and approved same for the Chief Investigator (DA) with the exception of additional training pay.

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

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

Article 5 – Rights of Association

Revised Paragraph F. 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. Removed Paragraph H. as WCDAIA has withdrawn their seat on the Deferred Compensation Committee.

Article 14 – Salaries and Retirement

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. These COLA's are also applicable for the non-represented Chief Investigator (DA).

Article 15 – Holidays and Holiday Pay

The language under B. 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 22 – Shift Differential

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

Article 23 – Property Reimbursement

Paragraph B is modified to increase the allowance for the repair and replacement of clothing to be increased from $460 to $500 per year, payable quarterly the first payday in April, July and October, and the last payday in December. This benefit is also applicable for the non-represented Chief Investigator (DA).

The one-time Weapon Allowance of up to five hundred twenty-five dollars ($525) in Paragraph C has been removed from Article 23 and relocated to Article 27 – Safety Equipment in Paragraph E.

Article 26 - Insurance

This Article is cleaned-up to remove outdated information and to update the language to reflect current information and practice. Substantial changes include: removing Section A. which includes the outdated "Cadillac Tax" language; updating Section D. on the handling of a dispute over a medical claim; removing the reference to a Vice Chairperson; and in Section E. 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; 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; and updating that dependent children shall be covered up to the age of twenty-six (26) vs. through the age of eighteen (18). These changes are also applicable for the non-represented Chief Investigator (DA).

Article 27– Safety Equipment

Paragraph A was modified to update the safety equipment furnished by the County (i.e. duty weapon was removed and tactical vest carrier was added for new employees); and the County agrees to continue to pay for the cost of a soft body armor vest, as approved by the Chief Investigator, with a newly established limit of not to exceed eleven hundred dollars ($1,100.00).

The one-time Weapon Allowance of up to five hundred twenty-five dollars ($525) in Paragraph E was removed from Article 23 – Property Reimbursement and added to Article 27 – Safety Equipment with some minor clarifying language changes.

In recognition that a duty weapon has a lifespan, a one-time Duty Weapon Replacement Allowance of up to five hundred twenty-five dollars ($525) was added (Paragraph F.) to allow employees with at least ten (10) years of continuous County service and a valid

sales receipt dated on or after October 1, 2019 to be reimbursed for the purchase of a new authorized replacement duty weapon that complies with the Washoe County District Attorney's Office Investigator's Policy Manual, 109.3 Authorized Weapons and 109.3.2 Authorized Secondary Firearm.

Paragraph G was added to note that both the one-time Weapon Allowance and one-time Duty Weapon Replacement Allowance, as described in Paragraphs E & F, will no longer be valid in the event that the Washoe County District Attorney's Office begins to provide duty weapons to new or existing employees.

Under new Paragraph H, retro-active to June 24, 2019, the County shall pay a safety equipment allowance of two hundred fifty dollars ($250) per quarter payable the first payday in April, July and October and the last payday in December.

The benefits outlined under Article 27 above, are also applicable to the non-represented Chief Investigator (DA).

Article 29 – Dues Deduction

Language under D. is modified to clarify that any change in the rate of membership dues must be made in writing to the County Comptroller and must take effect on the first day of the start of a pay period.

Article 45 – Term of Agreement

This Article 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 outdated legislation SB 241 "evergreen" language, which went into effect in June of 2015, was removed.

Chief Investigator (DA)*:*
The recommendations for salary and benefits for the Chief Investigator (DA) are the same COLA's, property reimbursement, insurance, and safety equipment as the applicable provisions in the proposed CBAs 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 Collective Bargaining Agreement with the WCDAIA bargaining units.

FISCAL IMPACT

The annual FY 19/20 fiscal impact associated with these recommendations is estimated at $54,051 ($15,700 for Supervisory; $38,351 for Non-Supervisory) for WCDAIA, and $6,614 for the Chief Investigator (DA) 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	WCDAIA (S)	WCDAIA (NS)	Chief Investigator	Total
COLA	$13,620	$29,799	$5,574	$48,993
Safety Allowance	$2,000	$8,000	$1,000	$11,000
Clothing Allowance	$80	$320	$40	$440
Shift Differential	N/A	$232	N/A	$232
Total:	$15,700	$38,351	$6,614	$60,665

The annual FY 20/21 and 21/22 fiscal impacts associated with these recommendations are estimated at $61,896 and $63,158 and are broken out as follows:

FY 20/21

Description	WCDAIA (S)	WCDAIA (NS)	Chief Investigator	Total
COLA	$13,961	$30,543	$5,714	$50,218
Safety Allowance	$2,000	$8,000	$1,000	$11,000
Clothing Allowance	$80	$320	$40	$440
Shift Differential	N/A	$238	N/A	$238
Total:	$16,041	$39,101	$6,754	$61,896

FY 21/22

Description	WCDAIA (S)	WCDAIA (NS)	Chief Investigator	Total
COLA	$14,310	$31,308	$5,856	$51,474
Safety Allowance	$2,000	$8,000	$1,000	$11,000
Clothing Allowance	$80	$320	$40	$440
Shift Differential	N/A	$244	N/A	$244
Total:	$16,390	$39,872	$6,896	$63,158

RECOMMENDATION

Recommendation to approve Collective Bargaining Agreements 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 in base wages of 3% effective July 1, 2019 [FY 19/20 estimated fiscal impact $54,051]; 2.5% beginning July 1, 2020 [FY 20/21 estimated fiscal impact $55,143]; and 2.5% beginning July 1, 2021 [FY 21/22 estimated fiscal impact $56,261]; and updated agreement language regarding salaries; shift differential; property reimbursement; insurance; safety equipment; dues deduction; and term of agreement; and approve same salaries, property reimbursement, insurance, and safety equipment for the non-represented Chief Investigator (DA) [estimated fiscal impact $20,264 for all fiscal years]. [Total estimated fiscal impact is $185,719.]

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 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 in base wages of 3% effective July 1, 2019 [FY 19/20 estimated fiscal impact $54,051]; 2.5% beginning July 1, 2020 [FY 20/21 estimated fiscal impact $55,143]; and 2.5% beginning July 1, 2021 [FY 21/22 estimated fiscal impact $56,261]; and updated agreement language regarding salaries; shift differential; property reimbursement; insurance; safety equipment; dues deduction; and term of agreement; and approve same salaries, property reimbursement, insurance, and safety equipment for the non-represented Chief Investigator (DA) [estimated fiscal impact $20,264 for all fiscal years]. [Total estimated fiscal impact is $185,719.]]