



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: *June 21, 2022*

DATE: Tuesday, June 14, 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 with the Washoe County Employees Association (WCEA) 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 adjustment in base wages of 5% effective July 1, 2022 [FY22/23 estimated fiscal impact \$7,830,529; \$4,024,728 Non-Supervisory; \$3,805,801 Supervisory] plus a one-time only lump sum payment of \$500.00 effective July 4, 2022, (paid on July 22, 2022) for full-time employees covered under these Collective Bargaining Agreements in effect at the time of the payment [FY22/23 estimated fiscal impact \$784,000; \$452,200 Non-Supervisory; \$331,500 Supervisory]; and changes to career incentive, bi-lingual pay, and resident remote area pay [FY22/23 estimated fiscal impact \$1,793,685; \$941,806 Non-Supervisory; \$851,879 Supervisory]; and cost of living adjustment in base wages of 3.5% beginning July 1, 2023 [FY23/24 estimated fiscal impact \$8,104,598; \$4,165,594 Non-Supervisory; \$3,939,004 Supervisory]; and changes to career incentive, bi-lingual pay, and resident remote area pay [FY23/24 estimated fiscal impact \$2,070,554; \$1,116,329 Non-Supervisory; \$954,225 Supervisory], and updated agreement language regarding salaries of personnel, sick leave, discipline and grievance, leave of absence, shift bidding, examinations, uniform and clothing, and duration of agreement. [Total estimated fiscal impact for all fiscal years is \$20,583,366.] (All Commission Districts).

SUMMARY

In July 2019 the Board approved the Collective Bargaining Agreements (CBA) with the Washoe County Employees Association (WCEA) for the Non-Supervisory and Supervisory bargaining units for a three-year period beginning retroactive to July 1, 2019, through June 30, 2022, including cost of living adjustments (COLA) of 3% effective July 1, 2019; 2.5% beginning July 1, 2020; and 2.5% beginning July 1, 2021; and updated agreement language.

AGENDA ITEM # _____

Since February 2022, Washoe County and WCEA have engaged in extensive negotiations for successor Agreements. These proposed successor CBA(s) with the WCEA Non-Supervisory and Supervisory bargaining units are for the two (2) year period beginning July 1, 2022 through June 30, 2024; including: COLA of 5% effective July 1, 2022, plus a one-time only lump sum payment of \$500.00 effective July 4, 2022, (paid on July 22, 2022) for full-time employees covered under these CBA(s) in effect at the time of the payment; and 3.5% COLA beginning July 1, 2023; and changes to career incentive, bi-lingual pay, and resident remote area pay; and updated agreement language regarding salaries of personnel, sick leave, discipline and grievance, leaves of absence, and duration of agreement.

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 July 9, 2019 the Board approved CBA(s) with WCEA for the Non-Supervisory and Supervisory bargaining units for the three year period beginning retroactive to July 1, 2019 through June 30, 2022; including COLA(s) 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, vacation, sick leave, health plan, deferred compensation, and duration of agreement.

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 two (2) years: July 1, 2022, through June 30, 2024.

Article 8 – Salaries of Personnel

Paragraph A.2. is modified to reflect a 5% COLA effective July 1, 2022, plus a one-time only lump sum payment of \$500 effective July 4, 2022 (paid on July 22, 2022) for full-time employees hired prior to July 1, 2022 and covered under these CBA(s) in effect at the time of the payment. No employee who separated employment from Washoe County prior to July 17, 2022 will be eligible for the one-time lump sum payment; and a 3.5% COLA effective July 1, 2023.

Article 14 – Career Incentive

Current Career Incentive tiers have been increased by \$1,000 per year of service beginning at five (5) years of continuous service through nine (9) years of continuous service; and by \$2,000 per year of service beginning at ten (10) years of continuous service through a maximum of \$5,000 for thirty or more (30+) years of service. (See Attachment A) Amounts were adjusted to encourage employee retention; and it is important to note that Career Incentive was last updated in July 1994.

Article 17 – Sick Leave

Paragraph F was modified to include Compensatory Leave, in addition to Vacation Leave, as eligible leave employees are allowed to voluntarily transfer to another employee who has less than eighty (80) hours of combined leave, but who is otherwise eligible to take paid sick leave.

Article 18 – Leaves of Absence

Article 18 has been updated to reflect Washoe County Code and current practice by clarifying absence of an employee due to jury duty, aiding in a public emergency as a volunteer firefighter, and military leave.

Article 19 – Health Plan

Article 19 has been modified to update the composition of the Insurance Negotiation Committee and to clarify language.

Article 22 – Position Openings and Examinations

Language was added to encourage both professional growth and to encourage employees to seek lateral and promotional career opportunities within the County. With that in mind, when interviewing for another County position during their regular work hours, employees may be allowed to flex their schedule in order to avoid using their leave.

Article 31 – Discharge / Article 32 – Grievance Procedure

Articles 31 and 32 were updated to clarify the grievance procedure and add the Federal Mediation and Conciliation Service for arbitration.

Article 34 – Bilingual Language Skills

This article is enhanced to include that the 5% bilingual pay differential shall be paid for the actual time spent performing bilingual language skills on an hour-for-hour basis or major fraction thereof, with a guaranteed minimum of one (1) hour per day regardless of having performed bilingual skills for less than one (1) hour per day, and to clarify that employees not performing bilingual language skills on a scheduled workday excludes them from receiving the guaranteed one (1) hour per day minimum for that day.

Article 36 – Assignment Differential/Incline Transportation Allowance

This article is updated to reflect the increase of assignment differential to \$400 biweekly (increase from \$385.52) for employees who are assigned at Incline Village, Crystal Bay, Brockway, Kings Beach, Agate Bay, Carnelian Bay, Cedar Flats, or Tahoe City to compensate for increased cost of living. Assignment differential for employees who are assigned to Gerlach or Vya is unchanged and remains at \$115.63 biweekly

Effective July 4, 2022, employees who are assigned to Incline Village who do not reside there, use their personal vehicle for travel to and from work, and who do not have access to a County vehicle shall receive \$150.00 (increase from \$69.10) transportation allowance per pay period.

Article 49 – Duration of Agreement

This Article is updated to reflect the new 2-year term of agreement of July 1, 2022 through June 30, 2023.

FISCAL IMPACT

The annual FY 22/23 fiscal impact associated with these recommendations is estimated at \$10,408,214 (\$5,419,034 for Non-Supervisory; \$4,989,180 for Supervisory) 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 Office 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	WCEA (NS)	WCEA (S)	Total
COLA	\$4,024,728	\$3,805,801	\$7,830,529
Career Incentive	\$919,707	\$848,747	\$1,768,454
Lump Sum	\$452,500	\$331,500	\$784,000
Bi-lingual Pay	\$783	\$276	\$1,059
Incline/Gerlach Assignment Differential	\$282	\$753	\$1,035
Incline Assignment Personal Vehicle Use	\$21,034	\$2,103	\$23,137
TOTAL FY22/23	\$5,419,034	\$4,989,180	\$10,408,214

The annual FY 23/24 fiscal impact associated with these recommendations is estimated at \$10,175,152 (\$5,281,923 for Non-Supervisory; \$4,893,229 for Supervisory)

FY 23/24

Description	WCEA (NS)	WCEA (S)	Total
COLA	\$4,165,594	\$3,939,004	\$8,104,598
Career Incentive	\$1,094,203	\$951,083	\$2,045,286
Lump Sum	\$-0-	\$-0-	\$-0-
Bi-lingual Pay	\$810	\$286	\$1,096
Incline/Gerlach Assignment Differential	\$282	\$753	\$1,035
Incline Assignment Personal Vehicle Use	\$21,034	\$2,103	\$23,137
TOTAL FY23/24	\$5,281,923	\$4,893,229	\$10,175,152

Notes:

Totals in tables may be off by a dollar or two due to rounding

Estimated FY22/23 impact of 1.0% COLA per FY21/22 salaries (incl. PERS) =
\$1,566,106

\$804,946 (WCEA-NS); \$761,160 (WCEA-Supervisory)

Estimates do not include additional positions approved for FY22/23 or estimated PERS changes for FY23/24

FY23/24 estimates reflect cumulative impacts based on FY22/23 increases-not incremental impacts (i.e., FY22/23 COLA plus FY23/24 COLA)

RECOMMENDATION

Recommendation to approve Collective Bargaining Agreements with the Washoe County Employees Association (WCEA) 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 adjustment in base wages of 5% effective July 1, 2022 [FY22/23 estimated fiscal impact \$7,830,529; \$4,024,728 Non-Supervisory; \$3,805,801 Supervisory] plus a one-time only lump sum payment of \$500.00 effective July 4, 2022, (paid on July 22, 2022) for full-time employees covered under these Collective Bargaining Agreements in effect at the time of the payment [FY22/23 estimated fiscal impact \$784,000; \$452,200 Non-Supervisory; \$331,500 Supervisory]; and changes to career incentive, bi-lingual pay, and resident remote area pay [FY22/23 estimated fiscal impact \$1,793,685; \$941,806 Non-Supervisory; \$851,879 Supervisory]; and cost of living adjustment in base wages of 3.5% beginning July 1, 2023 [FY23/24 estimated fiscal impact \$8,104,598; \$4,165,594 Non-Supervisory; \$3,939,004 Supervisory]; and changes to career incentive, bi-lingual pay, and resident remote area pay [FY23/24 estimated fiscal impact \$2,070,554; \$1,116,329 Non-Supervisory; \$954,225 Supervisory], and updated agreement language regarding salaries of personnel, sick leave, discipline and grievance, leave of absence, shift bidding, examinations, uniform and clothing, and duration of agreement. [Total estimated fiscal impact for all fiscal years is \$20,583,366.]

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 Employees Association (WCEA) 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 adjustment in base wages of 5% effective July 1, 2022 [FY22/23 estimated fiscal impact \$7,830,529; \$4,024,728 Non-Supervisory; \$3,805,801 Supervisory] plus a one-time only lump sum payment of \$500.00 effective July 4, 2022, (paid on July 22, 2022) for full-time employees covered under these Collective Bargaining Agreements in effect at the time of the payment [FY22/23 estimated fiscal impact \$784,000; \$452,200 Non-Supervisory; \$331,500 Supervisory]; and changes to career incentive, bi-lingual pay, and resident remote area pay [FY22/23 estimated fiscal impact \$1,793,685; \$941,806 Non-Supervisory; \$851,879 Supervisory]; and cost of living adjustment in base wages of 3.5% beginning July 1, 2023 [FY23/24 estimated fiscal impact \$8,104,598; \$4,165,594 Non-Supervisory; \$3,939,004 Supervisory]; and changes to career incentive, bi-lingual pay, and resident remote area pay [FY23/24 estimated fiscal impact \$2,070,554; \$1,116,329 Non-Supervisory; \$954,225 Supervisory], and updated agreement language regarding salaries of personnel, sick leave, discipline and grievance, leave of absence, shift bidding, examinations, uniform and clothing, and duration of agreement. [Total estimated fiscal impact for all fiscal years is \$20,583,366.]”.

CAREER INCENTIVE TIERS

Total Years of Full-Time Service	Annual Longevity Payment Effective July 1, 2022	Annual Longevity Payment Current (approved in 1994)
5 - 6 Yrs	\$1,500	\$500
6 - 7 Yrs	\$1,600	\$600
7 - 8 Yrs	\$1,700	\$700
8 - 9 Yrs	\$1,800	\$800
9 - 10 Yrs	\$1,900	\$900
10 - 11 Yrs	\$3,000	\$1,000
11 - 12 Yrs	\$3,100	\$1,100
12 - 13 Yrs	\$3,200	\$1,200
13 - 14 Yrs	\$3,300	\$1,300
14 - 15 Yrs	\$3,400	\$1,400
15 - 16 Yrs	\$3,500	\$1,500
16 - 17 Yrs	\$3,600	\$1,600
17 - 18 Yrs	\$3,700	\$1,700
18 - 19 Yrs	\$3,800	\$1,800
19 - 20 Yrs	\$3,900	\$1,900
20 - 21 Yrs	\$4,000	\$2,000
21 - 22 Yrs	\$4,100	\$2,100
22 - 23 Yrs	\$4,200	\$2,200
23 - 24 Yrs	\$4,300	\$2,300
24 - 25 Yrs	\$4,400	\$2,400
25 - 26 Yrs	\$4,500	\$2,500
26 - 27 Yrs	\$4,600	\$2,600
27 - 28 Yrs	\$4,700	\$2,700
28 - 29 Yrs	\$4,800	\$2,800
29 - 30 Yrs	\$4,900	\$2,900
30 + Yrs	\$5,000	\$3,000

An employee's eligibility for longevity pay is reviewed as of June 1 and December 1 of each year with payment in equal semiannual installments payable on the first payday of June and December immediately following a determination of eligibility. For qualifying employees retiring or resigning in good standing before the due date of any semiannual increment, the amount of the payment is prorated.