



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: *July 9, 2019*

**DATE:** Tuesday, July 2, 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 Employees Association (WCEA) for the Non-Supervisory and Supervisory bargaining units for the three (3) year period beginning retroactive to July 1, 2019 through June 30, 2022; including cost of living adjustments in base wages of 3% effective to July 1, 2019 [FY 19/20 estimated fiscal impact \$4,240,059]; 2.5% beginning July 1, 2020 [FY 20/21 estimated fiscal impact \$4,346,060]; and 2.5% beginning July 1, 2021 [FY 21/22 estimated fiscal impact \$4,454,712]; and updated agreement language regarding salaries of personnel, standby pay, shift differential, vacation, sick leave, health plan, deferred compensation, and duration of agreement. [Total estimated fiscal impact for all fiscal years is \$13,040,831.] (All Commission Districts.)

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### SUMMARY

In June 2017 the Board approved the Collective Bargaining Agreements (CBAs) with the Washoe County Employees Association (WCEA) for the Non-Supervisory and Supervisory bargaining units for a one (1) year period beginning July 1, 2018 through June 30, 2019, including cost of living adjustment (COLA) of 2.5% effective July 1, 2018; and updated language regarding cost of living adjustment parity. Since February 2019 Washoe County and the WCEA have engaged in extensive negotiations for successor Agreements. These proposed successor CBAs with the WCEA 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, vacation, sick leave, health plan, deferred compensation, and duration of agreement.

**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 June 13, 2017 the Board approved CBAs with the WCEA for the Non-Supervisory and Supervisory bargaining units for a one (1) year period beginning July 1, 2018 through June 30, 2019, including COLA of 2.5% effective July 1, 2018; and updated language regarding cost of living adjustment parity.

On September 13, 2016 the Board ratified multi-year WCEA Labor Agreements for the Non-Supervisory and Supervisory bargaining units for the period July 1, 2016 through June 30, 2018 including COLA of 3% and 3.5% effective July 1, 2016 and July 1, 2017 respectively, and updated agreement language regarding salaries, holiday pay, sick leave/bereavement calculations, health plans and uniform allowances.

## **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 8 – 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.

Section E was modified to include the classification of Criminal Information Specialist to the specified classifications eligible to receive an additional five percent (5%) of base salary for performing FTO duties.

### Article 10 – Standby Time and Callback

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 10.

### Article 12 – Shift Differential/Shift Bidding

Shift differential pay for performing work between 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 16 – Vacation

New language is added under C.4. 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 17 – Sick Leave

In the event of a death in the employee's immediate family, Bereavement leave is increased from (5) days to (10) days, or the equivalent of eighty (80) hours for full-time employees on alternate work schedules, or the pro-rated amount for part-time employees at the same ratio as their regular work hours relate to a full-time work schedule for attending the funeral and travel to and from, and attending to any family related business matters.

Language under D. is revised to clarify bonding leave under the Family and Medical Leave Act (FMLA).

#### Article 19 – 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: 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 48 – Deferred Compensation

New Article provides that any employee hired into a position on or after July 1, 2019 shall be automatically enrolled into the §457 Deferred Compensation Plan with the County automatically withholding 3% of the employee's gross base wages or such other amount as the employee designates, each pay period, to be deposited in an account created for the sole benefit of the employee, unless and until directed to do otherwise by the employee.

#### Article 49 – Duration of Agreement

This Article was renumbered from Article 48 to Article 49 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. In its place is revised renewal language, written by both parties, which will expire upon the effective date of the succeeding agreement.

#### **FISCAL IMPACT**

The annual FY 19/20 fiscal impact associated with these recommendations is estimated at \$4,240,059 (\$2,062,568 for Supervisory; \$2,177,491 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	WCEA (S)	WCEA (NS)	Total
COLA	\$1,967,788	\$2,073,161	\$4,040,949
FTO Pay	N/A	\$7,650	\$7,650
Standby Pay	\$49,213	\$48,673	\$97,886
Shift Differential	\$45,567	\$48,007	\$93,574
Total:	\$2,062,568	\$2,177,491	\$4,240,059

The annual FY 20/21 and 21/22 fiscal impacts associated with these recommendations are estimated at \$4,346,060 and \$4,454,712 and are broken out as follows:

**FY 20/21**

Description	WCEA (S)	WCEA (NS)	Total
COLA	\$2,016,983	\$2,124,990	\$4,141,973
FTO Pay	N/A	\$7,841	\$7,841
Standby Pay	\$50,443	\$49,890	\$100,333
Shift Differential	\$46,706	\$49,207	\$95,913
Total:	\$2,114,132	\$2,231,928	\$4,346,060

**FY 21/22**

Description	WCEA (S)	WCEA (NS)	Total
COLA	\$2,067,408	\$2,178,115	\$4,245,523
FTO Pay	N/A	\$8,037	\$8,037
Standby Pay	\$51,704	\$51,137	\$102,841
Shift Differential	\$47,874	\$50,437	\$98,311
Total:	\$2,166,986	\$2,287,726	\$4,454,712

These cost increases for future years will be included in the budget for each fiscal year.

**RECOMMENDATION**

Recommendation to approve Collective Bargaining Agreements with the Washoe County Employees Association (WCEA) for the Non-Supervisory and Supervisory bargaining units for the three (3) year period beginning retroactive to July 1, 2019 through June 30, 2022; including cost of living adjustments in base wages of 3% effective to July 1, 2019 [FY 19/20 estimated fiscal impact \$4,240,059]; 2.5% beginning July 1, 2020 [FY 20/21 estimated fiscal impact \$4,346,060]; and 2.5% beginning July 1, 2021 [FY 21/22 estimated fiscal impact \$4,454,712]; and updated agreement language regarding salaries of personnel, standby pay, shift differential, vacation, sick leave, health plan, deferred compensation, and duration of agreement.

**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 three (3) year period beginning retroactive to July 1, 2019 through June 30, 2022; including cost of living adjustments in base wages of 3% effective to July 1, 2019 [FY 19/20 estimated fiscal impact \$4,240,059]; 2.5% beginning July 1, 2020 [FY 20/21 estimated fiscal impact \$4,346,060]; and 2.5% beginning July 1, 2021 [FY 21/22 estimated fiscal impact \$4,454,712]; and updated agreement language regarding salaries of personnel, standby pay, shift differential, vacation, sick leave, health plan, deferred compensation, and duration of agreement.