

**WASHOE COUNTY SCHOOL POLICE OFFICERS
ASSOCIATION (WCSPOA)**

&

**WASHOE COUNTY SCHOOL DISTRICT
(DISTRICT)**

July 1, 2019 - June 30, 2020

Proposed Tentative Agreement

July 23, 2020

Enclosed is the Association's proposed tentative agreement for the FY 2019-2020 . This tentative agreement is subject to finalization of contract language, ratification by the Association and District. This proposed tentative agreement is subject to editing to include proper article numbering, sections, subsections. This proposed tentative agreement is subject to withdrawal or amendment contingent on the parties not ratifying what is herein presented. Further, both bargaining teams agree that they will recommend to their respective parties that the agreed upon changes below be formally ratified and incorporated into the successor agreement.

This tentative agreement, once ratified and approved by the Association and the District, takes effect July 1, 2019.

Bold Underlined - new language. ~~Strikethrough~~ – deleted language.

Signed TPA
R. U. D. WLSPOA

ARTICLE 8

DISCIPLINE: PROBATIONARY/POST PROBATIONARY EMPLOYEES

8.2 DISCIPLINARY ACTIONS

8.2.1 The District shall not suspend without pay, demote or discharge a post-probationary employee as a disciplinary action without just cause. ⁽²⁰⁰³⁾

8.2.2 After an investigation pursuant to Article 8.3.8 below or when there are allegations that an employee's misconduct or unsatisfactory performance warrant a ~~Level III, IV, or V~~ disciplinary action of a written reprimand, suspension, demotion or termination, the supervisor or District administrator shall meet with the employee to hear the employees response to the allegations. The supervisor or District administrator will provide the employee with a proposed "Notice of Investigatory/Due Process Meeting and Right to Representation" letter, which shall contain the allegations of misconduct or unsatisfactory performance and that the employee has the right to have an Association Representative present at the meeting. The notice letter *shall be* provided to the employee at least four (4) days prior to the scheduled meeting. It is recognized that under exigent circumstances a written notice may not be feasible and the employee may be given a verbal notice to meet.

(2020)

8.3.4 WRITTEN WARNING

~~D.~~ An initial written warning notice issued to an employee who has met the expected standards, and who has received no subsequent counseling or discipline for the same or related matter shall, upon request of the employee, be removed from the employee's site file any time after twenty-four (24) months have elapsed from the original date of issue. ~~A written warning issued for substantiated inappropriate conduct related to workplace violence or the threat of workplace violence may be removed from an employee's personnel file, but may be referenced in future disciplinary proceedings, if an employee is disciplined for the same or related matter.~~

~~Conduct considered to be violent or a threat of violence is conduct that is outside the course or scope of an employee's job, and is defined as the exertion of physical force so as to injure, damage, abuse or intimidate, or a communicated~~

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~~intent to inflict physical or other harm on any person or property.~~⁽²⁰⁰⁷⁾

8.3.5 WRITTEN REPRIMAND

- D. An initial written Reprimand issued to an employee who has met the expected standards, and who has received no subsequent reprimand(s) for the same or related matter shall, upon request of the employee, be removed from the employee's personnel file anytime after twenty-four (24) months have elapsed from the original date of issue. Any subsequent written Reprimand for any matter will remain in the employee's personnel file for thirty-six (36) months. If thirty-six (36) months elapse from the date the reprimand is issued, and the employee has received no subsequent reprimand(s), upon request of the employee, the reprimand may be removed from the employee's personnel file.

~~Reprimands issued for substantiated inappropriate conduct related to workplace violence or the threat of workplace violence may be removed from an employee's personnel file, but may be referenced in future disciplinary proceedings, if an employee is disciplined for the same or related matter. Conduct considered to be violent or a threat of violence is conduct that is outside the course and scope of an employee's job, and is defined as the exertion of physical force so as to injure, damage, abuse or intimidate, or a communicated intent to inflict physical or other harm on any person or on property.~~⁽²⁰⁰³⁾

ARTICLE 10

SICK LEAVE

10.5 USE OF SICK LEAVE TO SUPPLEMENT S.I.I.S. WORKER'S COMPENSATION BENEFITS

- 10.5.1 Employees may use accrued sick leave to supplement State Industrial Insurance System (S.I.I.S.) Worker's Compensation benefits provided however, the sick leave payments shall not exceed the difference between the employee's salary and the S.I.I.S. Worker's Compensation benefits. If sick leave is used to

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supplement S.I.I.S. Worker's Compensation benefits, one-third (1/3) day of sick leave will be deducted from the employee's sick leave accrual.

ARTICLE 13

WAGES AND INSURANCE

13.1 WAGE SCHEDULES

~~Three year (3)~~ **One (1)** year agreement with the following salary changes:

Effective the first full pay period in July **2019**, and every year thereafter for the duration of this agreement all bargaining unit members who have earned an experience increment shall move one (1) step on the salary schedule effective July 1, **2019** as outlined in Article 13.2 of this Agreement.

Effective **and retroactive to** the first full pay period in July **2019**, all bargaining unit members will have their base salary increased by **four** percent (**4.0%**) which will result in a revised and new pay schedule (See Appendix A - pay schedule.)

~~For 2016-2017, the salary schedules in Appendix A will be restructured effective on the first full payroll period in July 2016 by adding a Step 9. This step will be a 2% increase from Step 8. An additional 1% cost-of-living increase will be placed on the salary schedule effective July 1, 2016.~~

~~For 2017-2018, salary schedules in Appendix A will be restructured effective on the first payroll paid in July 2017 by adding a Step 10. This step will be a 2% increase from Step 9. An additional 1% cost-of-living increase will be placed on the salary schedule effective July 1, 2017.~~

~~For 2018-2019, the salary schedules in Appendix A will be restructured effective on the first payroll paid in July 2018 by adding a Step 11. This step will be a 2% increase from Step 10. An additional 1% cost-of-living increase will be placed on the salary schedule effective July 1, 2018.~~

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13.9 GROUP INSURANCE

13.9.2 During the term of this agreement (July 1, ~~2019~~ 2016 to June 30, ~~2020~~ 2019) District will contribute a 100% of the cost for the employee's portion of medical insurance. The health insurance contributions by the District shall not exceed the following for Calendar Year ~~2020~~ 2012:

Medical Insurance (including any and all related insurances or coverage) ~~\$694.40~~ \$524.38 per month per eligible employee and GAP - \$14.80;

Dental Insurance - ~~\$62.32~~ \$47.06 per month per eligible employee;

Vision Insurance - \$12.32 per month per eligible employee;

Life Insurance - ~~\$14.56~~ \$9.00 (January 1, 2014) per month per eligible employee. ⁽²⁰²⁰⁾

13.12 STANDBY PAY

13.12.1 Standby time is defined as any time other than when an employee is actually working, which has been specifically scheduled and directed by the Chief of Police or his designee, during which the employee is restricted in order to be immediately available for call of duty. Standby time does not include any time where an employee carries a pager ~~or~~ **mobile communications device** to respond to calls when available. Employees who are assigned during a pay period to be on standby shall receive a bonus of \$100.00 for that pay period.

ARTICLE 16

SAFETY

16.2.3 All WCSD officers will receive a yearly safety equipment allowance of \$400 ~~\$600~~. **Effective and retroactive to July 1, 2019 all WCSD officers will receive an additional \$200.00 safety equipment allowance.** This allowance will be paid at the beginning of each fiscal year and will be used for the upkeep and replacement of safety equipment. ⁽²⁰¹⁹⁾

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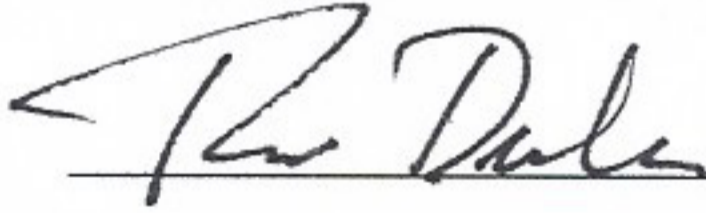
ARTICLE 24 TERM OF AGREEMENT

24.1 LENGTH OF AGREEMENT

- 24.1.1 This Agreement shall be effective except as noted in 24.1.2 as of the first day of July 20196 and shall remain in effect until June 30th of 202019 and shall continue from year to year thereafter unless either of the signatories hereto shall give written notice to the other as required by NRS of a desire to change wages, hours and conditions of employment hereof. All provisions contained in this Agreement shall become effective with the effective date of this Agreement unless a different date is specifically noted in the provision.
- 24.1.2 The District agrees to not sell or convey or cause to sell or convey or otherwise transfer or cause to transfer its security operations to a new employer without first securing the agreement of the successor to enter into negotiations with the Washoe County School Police Officer's Association in accordance with NRS 288 for the purpose of development of a successor Agreement. Until such time as negotiations are concluded in accordance with NRS 288, the wage, hours, and terms of conditions of the current agreement shall remain in effect.
- ~~24.1.3 The District may reopen negotiations for financial revenue declines on or before February 1, 2014, should there be a "significant" reduction in financial revenue stemming from further negative impacts to the District outside the control of the District, and that the "significant" reduction will not be reimbursed by the State of Nevada.~~

Unless stated otherwise all MOU's that were part of and included in the 2016-2019 CBA shall continue to be included in the 2019-2020 agreement.

All other articles and language remain current language except for those agreed upon changes as listed herein.

 7/23/2020

Ron Dreher, WCSPOA/ Date

Virginia R. Doran July 23, 2020

Virginia Doran, WCSD/ Date

July 23, 2020

This letter is to memorialize in writing our agreement regarding officers who retired during FY 2019-2020.

As agreed, the Washoe County School District will provide a one-time payment to WCSPOA unit represented members who retired during the 2019-2020 School Year equal to a three percent (3%) COLA to their base salary from July 1, 2019 until their effective retirement date. This payment will be non-Public Employees Retirement System (PERS) compensable.

Neither the District nor the WCSPOA may use this one-time payment (settlement agreement) to establish any precedent for successor agreements, negotiations, arbitrations or judicial proceedings.

 7/23/2020
Ron Dreher/WCSPOA/Date

Virginia R. Doran July 23, 2020
Virginia Doran/WCSD/Date