



AGREEMENT

THIS AGREEMENT is made and entered into this 6 day of OCT. 2009, by and between the County of Washoe, a political subdivision of the State of Nevada, (hereinafter referred to as "County"), the Washoe County Sheriff's Office, (hereinafter referred to as "WCSO"), the Washoe County Sheriff's Deputies Supervisory Association, (hereinafter referred to as the "WCSSDA"), and the Washoe County Sheriff's Deputies Association, (hereinafter referred to as "WCSDA");

W I T N E S S E T H:

WHEREAS, the County and the WCSSDA and WCSDA are parties to collective bargaining agreements (hereinafter collectively referred to as "CBA") covering deputies and supervisory deputies in the Patrol and Detention Divisions of the WCSO effective July 1, 2008;and

WHEREAS, pursuant to the respective Articles on Work Hours of the CBA the Sheriff has the authority to schedule work shifts and work weeks, with the normal work week of the employees therein being defined as forty (40) hours, excluding meal periods, with two (2) fifteen (15) minute rest breaks within the

work day; and

WHEREAS, the WCSO is currently utilizing work schedules comprised of five (5) work days of eight (8) hours duration for employees in the job classifications of Deputies, Sergeants and Lieutenants in the Patrol and Detention Divisions; and

WHEREAS, the Articles on Work Hours of the respective CBA also provide specific authority and rules for the implementation of a ten (10) hour work day and twelve (12) hour work day, forty (40) hour work week if the Sheriff determines such schedule is more beneficial to the delivery of services efficiently and economically; and

WHEREAS, the WCSDA, WCSSDA approached WCSO Executive Staff requesting that the parties hereto join together in researching, developing and adopting an alternative work schedule comprised of a combination of ten {10} hour work days and twelve (12) hour work days, recognizing that such a schedule in all likelihood would require modification or clarification of the CBA to be implemented; and

WHEREAS, WCSO staff agreed to work jointly with the parties to determine whether the parties could develop a schedule comprised of ten {10} hour work days and twelve (12) hour work days that would be feasible and more beneficial to all of the parties to this Agreement. WCSO staff agreed that if such a beneficial schedule could be developed and approved by

the parties hereto, staff would move forward to implement said schedule; and

WHEREAS, following research and numerous discussions relating to alternative work schedules *consisting of* ten (10) hour work days and twelve (12) hour work days, the parties have determined that the *alternative work schedules* are worthy of adoption. The proposed work schedule is comprised of employees working three (3) twelve (12) hour work days and one {1} eight (8) hour work day followed by three (3) days off during one of the weeks of the bi-weekly pay period, and a schedule consisting of working three (3) twelve (12) hour work days followed by four (4) days off on the alternate week of the bi-weekly pay period (for Detention and Patrol) within a fourteen (14) day work period; or in the alternative, of working two cycles each consisting of four {4} ten (10) hour work days followed by three days off, within a fourteen (14) day work period (for Patrol only). These variable work week and work hour schedules constitute the equivalent of working eighty (80) hours at a straight-time rate of pay per pay period; and

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto enter into this Agreement to establish such an alternative work day and work week schedule applicable only to WCSO Deputies and

Supervisory Deputies working in the Patrol and Detention Divisions, as follows:

1. Work Day and Work Week Schedules. The parties hereby provide, pursuant to their respective Articles governing Work Hours of the CBA for the establishment of an alternative work day and work week schedule, (herein referred to as the "10/12, 12/8 schedule") comprised of alternating three (3) twelve (12) hour work days and one (1) eight (8) hour work day followed by three (3) days off, followed by three (3) twelve (12) hour work days followed by four (4) days off; or in the alternative, of working two cycles each consisting of four (4) ten (10) hour work days followed by three (3) days off, within a fourteen (14) consecutive day pay period.
2. Break and Meal Periods. The parties hereby recognize, pursuant to the respective Articles on Work Hours of the CBA that employees who work ten (10) hour work days or twelve (12) hour work days pursuant to the 10/12 and 12/8 schedules shall, except during emergency situations, receive two (2) fifteen (15) minute rest breaks, and a one-half (1/2) hour paid meal period during their ten (10) hour work days or twelve (12) hour work days and further recognize and agree that

said rest and meal periods as so modified shall not entitle any covered employee to any additional compensation when the nature and duration of said rest and meal periods is compared to the existing such time available to such employees under the existing forty (40) hour work week, eight (8) hour work day schedule. The Sheriff may require Deputies and Supervisory Deputies working under the herein agreed schedules to combine the rest/meal periods to one (1) one (1) hour break during the ten {10} hour or twelve (12) hour work day and to acknowledge that such constrictions do not allow such Deputies and Supervisory Deputies to any additional time off or compensation for any such limitation.

3. Articles on Rest Periods. The parties hereby waive this Article of the CBA for employees working ten (10) hour or twelve (12) hour work days, recognizing that while the principle of the Article is important, it is certain that holdovers will occur of employees and that said Article cannot be adhered to in such situations. Except for emergency situations, or the absence of a qualified replacement, in no event will an employee be held over for more than four (4) hours.

4. Articles on Holidays and Holiday Pay. The parties

recognize that pursuant to the Holidays Articles of the CBA employees working the ten (10) and twelve (12) work hour schedules are only entitled to eleven (11) eight (8) hour holidays. Holiday pay for each holiday shall be limited to eight (8) hours. Employees on the ten (10) and twelve (12) hour work schedules must account for a minimum of eighty (80) hours during the pay period. This may include taking accumulated leave or non-paid hours to compensate for the difference in hours between the eight (8) hour holiday and the assigned work schedule. Employees working on a holiday shall be compensated for said work in accordance with the CBA; provided however, the time and one-half (1-1/2) rate shall continue throughout the ten (10) hour work day or twelve (12) hour work day, and the two and one-half (2-1/2) rate shall not be applicable until after the employee covered by this Agreement has worked beyond the ten (10) hours or twelve (12) hours constituting that employee's work day. Employees working a holiday on their designated eight (8) hour work day will receive eight (8) hours of holiday pay, and for anything over eight (8) hours will receive pay at a rate of two and one-half (2-1/2) times his/her regular hourly rate of pay for each hour or

major fraction worked beyond the eight (8).

5. Paid Leave. Pursuant to the Articles on Vacation Leave and Sick Leave of the CBA an employee on the ten (10) hour work day or twelve (12) hour work day schedule who desires to use paid leave (vacation, sick leave, personal leave and compensatory leave) shall be required to use eight (8) hours, ten {10} hours or twelve (12) hours of said leave per the corresponding shift that *the employee* takes off from work. Further, when an employee on the ten (10) hour or twelve (12) hour work day schedule accrues sick leave, vacation and personal leave, a "day" shall mean eight {8} hours, and not ten {10} hours or twelve {12} hours of accrual.
6. Training or Reassignment. The parties recognize and agree that the Sheriff, for purposes of assigning employees to training, or reassigning employees to positions not working the ten (10) hour work day or twelve (12) hour work day schedule, may require the employee to revert to a traditional work day schedule.
7. Article on Night Differential Pay. The parties hereby agree the hours qualifying for night shift differential will be only actual hours worked during the night shift differential period (7:00 pm through 7:00 am) and employees working in that period shall receive said

differential for the hours worked.

8. Disputes. If a dispute arises regarding implementation of the provisions relating to this Agreement or issues related to the ten (10) hour work day or twelve (12) hour work day schedule, the parties shall meet and confer and attempt to resolve the dispute. Absent such resolution, *Per Article 4, "Rights of Management" in both the WCSSDA and WCSDA CBA's, the rights of management will prevail. The parties to this agreement further acknowledge and agree that in the event the length of the alternative ten (10) hour or twelve (12) hour work days is claimed or declared to be in violation of any state or federal legislation, as now exists or is hereinafter amended, in regard to any premium pay requirements for the aggregate time in any work day or work week, including, but not limited to meal and rest breaks when taken separately or in the aggregate, the agreement shall automatically end at the discretion of the Sheriff of such claim.*

9. Work Schedules and Shifts. Pursuant to the CBA's, the parties recognize the right of the Sheriff to establish all work schedules and shifts within the bargaining units, including, but not limited to, the management right of the Sheriff to determine what level and number

of personnel are required for particular workdays and work shifts, except for safety considerations.

10. Termination:

A. Subsequent to Implementation of ten (10) hour work day and twelve (12) hour work day schedules, the parties acknowledge the uniqueness of working ten {10} hour work days or twelve {12} hour work days and agree that any party to this Agreement may, without prejudice, revoke the ten (10) hour work day and twelve (12) hour work day schedule and terminate this Agreement at any time after implementation. Upon receiving notice and prior to said termination the parties agree to meet and confer concerning the nature and reasons for the termination to determine whether they can find a method to maintain ten (10) hour and twelve (12) hour shift schedules.

11. The parties by giving written notice of said revocation to the other parties to this agreement recognize and agree that the nature of the Patrol and Detention Divisions and the role Deputies and Supervisory Deputies play in those Divisions generate this opportunity to pursue the ten (10) hour work day and twelve (12) hour work day schedules, and that such schedules are not necessarily feasible for both

Divisions of the Sheriff's office; and, further agree that the establishment of said ten (10) hour work day and twelve (12) hour work day Patrol Division schedule and the establishment of twelve (12)/ eight (8) hour work week for Detention and execution of this Agreement shall not be used as a precedent or prejudice the County or WCSO in any future negotiations or disputes on behalf of the job classification covered herein or any other group of County or WCSO employees.


IN WITNESS WHEREOF, the parties hereto have hereafter set their hands the day and year hereinafter written.

Approved:

Washoe County

Date: 10/13/09

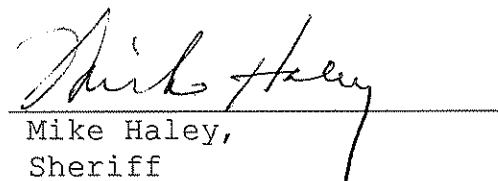
By:


Steven Watson
Labor Relations
WASHOE COUNTY

Washoe County Sheriff's Office

Date: 10-6-09

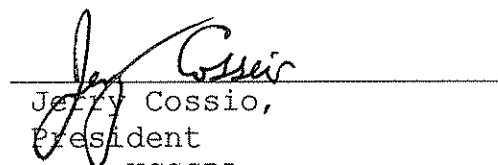
By:


Mike Haley,
Sheriff
WCSO

Sheriff's Supervisory Deputies Association


Date: 10-6-09

By:


Jerry Cossio,
President
WCSSDA

Sheriff's Deputies Association

Date: 10/6/2009

By: 
John Edwards,
President
WCSDA