



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: September 8, 2015

DATE: August 20, 2015
TO: Board of County Commissioners
FROM: John Listinsky, Director of Human Resources/Labor Relations
jlistinsky@washoecounty.us, 328-2089
THROUGH: John Slaughter, County Manager
SUBJECT: Approve the Collective Bargaining Agreement with the Washoe County Public Attorney's Association (WCPAA) for the period July 1, 2015 through June 30, 2016; ratify same: a 3% Cost of Living Adjustment in base wage effective July 1, 2015; an increase in weekly compensation for employees on scheduled crime consultation duty from \$750/\$800 to \$1,000/\$1,250 and weekly standby pay from \$300 to \$500 for Team Chiefs/designees; and modified language to the Terms of Agreement. FY 15/16 fiscal impact is estimated at \$383,470. (All Commission Districts)

SUMMARY

Approve the Collective Bargaining Agreement with the Washoe County Public Attorney's Association (WCPAA) for the period July 1, 2015 through June 30, 2016; ratify same: a 3% Cost of Living Adjustment in base wage effective July 1, 2015; an increase in weekly compensation for employees on scheduled crime consultation duty from \$750/\$800 to \$1,000/\$1,250 and weekly standby pay from \$300 to \$500 for team chiefs/designees; and modified language to the Terms of Agreement. FY 15/16 fiscal impact is estimated at \$383,470.

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 August 26, 2014, the Board ratified the WCPAA Labor Agreement for the period July 1, 2014 through June 30, 2015 and approved cost of living base wage adjustments, and a recognition one-time only lump sum payment of \$1,000 to eligible employees effective July 1, 2014.

BACKGROUND

The parties reached Tentative Agreements on all issues. The Association has voted and ratified the Agreements. Following is a summary explanation of the significant changes to the Agreement:

AGENDA ITEM # 9

Term

The term of the Agreement is for one year, July 1, 2015 through June 30, 2016.

Article 14 – Salaries of Personnel

- 3% Cost of Living Adjustment to base wage effective July 1, 2015.

Article 16 – Crime Consultation Pay

- Increased the compensation for employees on scheduled crime consultation duty from \$750 to \$1,000 per week for a regular week and for a workweek containing a holiday, from \$800 to \$1,250.
- Increased the compensation for Team Chiefs/designees who are placed on weekly standby from \$300 to \$500 per week for such standby; if designated to receive crime consultation pay, he/she shall not receive the \$500 standby pay during the week he/she is receiving the crime consultation pay.

Article 38 – Terms of Agreement

In the interest of concluding negotiations for this 2015-2016 agreement, the parties agree to abide by any legally binding decision concerning SB 241, which encompasses “evergreen” clauses as they pertain to collective bargaining agreements, and shall have the option to exercise protocol set forth in Article 32 (C) to negotiate the ramification(s) SB 241 has on the agreement.

FISCAL IMPACT

The annual FY 15/16 fiscal impact associated with these recommendations is estimated at \$383,470. These cost increases may necessitate a budget augmentation during the fiscal year. The Budget Office will monitor the budget status related to these contracts and propose necessary budget adjustments as needed.

RECOMMENDATION

It is recommended that the Board of County Commissioners Approve the Collective Bargaining Agreement with the Washoe County Public Attorney’s Association (WCPAA) for the period July 1, 2015 through June 30, 2016; ratify same: a 3% Cost of Living Adjustment in base wage effective July 1, 2015; an increase in weekly compensation for employees on scheduled crime consultation duty from \$750/\$800 to \$1,000/\$1,250 and weekly standby pay from \$300 to \$500 for Team Chiefs/designees; and modified language to the Terms of Agreement. FY 15/16 fiscal impact is estimated at \$383,470.

POSSIBLE MOTION

Should the Board agree with staff’s recommendations a possible motion would be:

Move to approve the Collective Bargaining Agreement with the Washoe County Public Attorney’s Association (WCPAA) for the period July 1, 2015 through June 30, 2016; ratify same: a 3% Cost of Living Adjustment in base wage effective July 1, 2015; an increase in weekly compensation for employees on scheduled crime consultation duty from \$750/\$800 to \$1,000/\$1,250 and weekly standby pay from \$300 to \$500 for Team Chiefs/designees; and modified language to the Terms of Agreement. FY 15/16 fiscal impact is estimated at \$383,470.

AGREEMENT

BETWEEN

**THE COUNTY OF WASHOE
STATE OF NEVADA**

AND

**THE WASHOE COUNTY
PUBLIC ATTORNEYS
ASSOCIATION**

2015 – 2016

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ARTICLE 1 - PREAMBLE

This agreement is entered into between the County of Washoe, hereinafter referred to as the "County" and the Washoe County Public Attorney's Association, hereinafter referred as the Association.

It is recognized by the County, its employees and the Association that the County is charged by law with the duty and responsibility for providing services to the general public and that there is an obligation on each party for the continuous rendition and availability of such service. All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect other properties of the County and its service to the public, and shall cooperate in promoting and advancing the welfare of the County and in preserving the continuity of its service to the public at all times.

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstanding or differences, which may arise. It is recognized by the County and the Association that each party has a mutual obligation for executing the provisions of this Agreement.

In consideration of these mutual covenants and agreements, the full agreement between the parties is set forth herein.

ARTICLE 2 - RECOGNITION

The terms and conditions of this Agreement shall apply to those Attorneys of the classes described below, regardless of membership in the Association, save and except those members of the District Attorney's office employed in the Civil Division.

Notwithstanding exclusion of Civil District Attorneys from the bargaining unit, the parties agree that effective with the July 1, 2010 Agreement, the Deputy District Attorneys within the Child Welfare Unit shall be included within the bargaining unit and have so provided in the following section.
(Added 7/1/10)

The County, subject to Chapter 288 of Nevada Revised Statutes, recognizes the Association as the exclusive bargaining agent for purposes of establishing wages, hours and other terms and conditions of employment for those employees in the Washoe County Public Attorney's Association bargaining unit comprised of the following classifications:

- Deputy District Attorney I
- Deputy District Attorney II
- Deputy District Attorney III
- Deputy District Attorney IV
- Civil Deputy District Attorneys I, II, III and IV-Child Welfare Unit
- Deputy Public Defender I
- Deputy Public Defender II
- Deputy Public Defender III
- Deputy Public Defender IV
- Attorney - Senior Law Project

(Revised 7/1/10)

ARTICLE 3 - ESTABLISHMENT OF NEW POSITIONS

In the event that the County establishes a new position requiring a license to practice law in the State of Nevada, the Association will be notified in writing of the classification and salary grade, and whether the position is intended to be included in the bargaining unit.

(Revised 7/05/01)

ARTICLE 4 - STRIKES AND LOCKOUTS

A. The Association will not promote, sponsor or engage in, against the County, any strike, slow down, interruption of operation, stoppage of work, absence from work upon any pretext or excuse not founded in fact, or by other intentional interruption of County business, regardless of the reason for so doing.

B. The County will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 5 - RIGHTS OF MANAGEMENT

Except as modified or abridged by this Agreement, the County has the right and is entitled to:

- (a) Direct its employees;
- (b) Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take other disciplinary action against any employee;
- (c) Relieve any employee from duty because of lack of work or lack of funds;
- (d) Maintain the efficiency of its governmental operations;
- (e) Determine the quality and quantity of services to be offered to the public and the methods, means and personnel by which those services are to be offered;
- (f) Determine appropriate staffing levels and work performance standards, except for employee safety considerations;
- (g) Determine content of the workday, including without limitation, workload factors, except for employee safety considerations; and
- (h) Take whatever action may be necessary to carry out its responsibilities in situations of emergency.

ARTICLE 6 - RIGHTS OF THE ASSOCIATION

A. The County recognizes and agrees to deal with accredited employee representatives of the Association on all matters within the scope of negotiations as well as those covered by this agreement.

B. The selection of employee representatives, employee grievance representatives, employee negotiating team representatives and officers of the Association is the responsibility of the Association.

C. The Association shall provide the County with a list of accredited employee representatives and maintain its currency.

D. Release time for officers of the Association, employee representatives, employee grievance representatives, and employee negotiating team representatives shall be limited for the purpose of: (1) attending County functions/meetings, including negotiations (which term shall also encompass statutory impasse procedures), which have a direct impact upon the Association; or (2) attending in accordance with the provisions of Article 27, Grievance Procedure, to matters relating to grievance.

Employee release time shall be without loss of compensation, seniority, or other benefits. For negotiations with the County, no more than four (4) persons at the same time shall be granted release time.

1. Included within this release time procedure is the authorization for each member of the Association's negotiating committee and/or officers of the Association's Board to have a maximum of one (1) hour per week for meetings of the Association's negotiating committee and/or officers of the Association during weeks when the Association and the County are going to have one (1) negotiating session.

2. In the event that the County and the Association meet for negotiations more than one (1) time per week, then the above described release time limit will be increased by one (1) hour for each session in excess of one (1) session.

E. Release time requires the advance approval of the appointing authority or his/her designee. Approval of a request for release time under this article shall not be unreasonably withheld.

ARTICLE 7 - NONDISCRIMINATION

A. The County will not interfere with, or discriminate with respect to any term or condition of employment against any employee covered by this Agreement because of any legitimate activity pursuant to this Agreement by the individual employee or the Association on behalf of its members, nor will the County encourage membership in any other employee organization.

B. The Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining units without discrimination, interference, restraint, or coercion.

C. The provisions of this agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, or political affiliation.

(Revised 7/1/10)

ARTICLE 8 – WORK HOURS

Individuals covered by this Agreement are professional, salaried employees and are therefore exempt from the overtime provisions of the Fair Labor Standards Act.

(Revised 1/01/95)

ARTICLE 9 - ANNUAL LEAVE

A. Vacation Accrual for Full-time Employees:

1. On the first day of the pay period following the completion of six (6) months continuous County service, each employee who is employed full time shall be entitled to forty-eight (48) hours vacation leave credit.

Thereafter, employees shall accrue vacation credit at bi-weekly equivalent of the rates established below:

<u>Years of Continuous Service</u>	<u>Annual Hours Earned</u>
Less than three (3) years	96 hours
Three (3) but less than five (5) years	136 hours

Five (5) but less than ten (10) years	152 hours
Ten (10) but less than fifteen (15) years	176 hours
Fifteen (15) but less than twenty (20) years	192 hours
Twenty (20) years or more	200 hours

Part-time employees shall be allowed vacation credit prorated on the basis of the rates established for full-time employees.

B. Generic Provisions:

1. An employee's seniority for vacation accrual shall include all periods of service from the employee's last continuous permanent County employment date, except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of layoff, in which case bridging will be authorized if the employee is re-employed in a permanent position, or unless an employee who separates is re-employed within one (1) year and then works a minimum of one (1) year upon re-employment.
2. Vacation credit shall accrue only when an employee is in a paid status.
3. The time when vacation is to be taken shall be determined by the appointing authority after considering the needs of the department and the seniority and wishes of the employees. Vacation credit may be accumulated from year to year not to exceed 240 hours. Amounts in excess of 240 hours as of the end of the biweekly pay period encompassing December 31st shall be forfeited as of that pay period. Provided, if an employee, on or before October 1, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of two hundred and forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The Department's obligation is to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. For example, an employee on October 1, requests to use forty (40) hours annual leave for the five (5) workdays preceding Christmas. The Department may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave. Vacation leave taken during a biweekly period shall be charged before vacation leave earned during that pay period is credited.
4. Except as otherwise provided in this Article, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated vacation earned through the last day worked. If this date is earlier than the last pay period, the vacation shall be prorated.

(Revised 1/01/04)

ARTICLE 10 - SICK LEAVE

A. Each employee in the service of the County for less than ten (10) years shall be credited with sick leave at the rate of 4.62 hours for each bi-weekly pay period of full-time service. Each employee in the service of the County for ten (10) or more continuous years shall be credited with 5.54 hours for each bi-weekly pay period of full-time service. Part-time employees shall be allowed pro-rated sick leave on the basis of the rates established for full-time employees. Sick leave is cumulative from year to year.

B. An employee is entitled to use accrued sick leave only:

1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;
2. When quarantined; When receiving required medical or dental service or examination;
3. When receiving required medical or dental service or examination;
4. Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose "immediate family" means the employee's spouse, parents (including step and foster), domestic partner, children (including step and foster), brothers or sisters, grandparents and corresponding relation by affinity;
(Revised 7/1/10)
5. During the first three months of a newborn infant's life, upon incapacitation of the primary care giving family member;
6. Upon death of an employee's immediate family, he/she may use accrued sick leave not to exceed five (5) days for attending the funeral services. For this purpose "immediate family" means the employee's spouse, parents (including step and foster), domestic partner, children (including step and foster), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews and corresponding relation by affinity.
(Revised 7/1/10)
7. For adoption. The use of sick leave for adoption is limited to the following conditions: (a) both parents may use sick leave for the specific legal process involved in obtaining an adoption; and (b) a female employee may use up to a total of six (6) weeks of sick leave inclusive of the amount of sick leave used in (a) above, if the adoption involves a newborn infant. This six-week period coincides with the length of time a female is normally incapacitated after giving birth to a child.

C. An employee requiring sick leave must, if required, provide the Appointing Authority with evidence of such need. For absences of more than three (3) days, or in cases of apparent abuse, the Appointing Authority may require the employee to submit substantiating evidence, including but not limited to a physician's certificate.

D. If any employee does not have adequate accrued sick leave time, the Appointing Authority may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

E. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during sick leave period shall not be counted as sick leave time. Sick leave taken during a bi-weekly pay period shall be charged before sick leave earned that pay period is credited.

F. An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or upon termination of an employee after ten (10) years of full-time employment or its equivalent, an employee shall be compensated for total accrued sick leave in excess of three hundred (300) hours at the rate of one (1) hour's pay at the employee's regular hourly rate for every two (2) hours of such excess. The maximum payment for accrued sick leave shall not exceed eight hundred (800) hours at the employee's regular hourly rate. No payment shall be made for accrued sick leave of three hundred (300) hours or less.

(Revised 7/1/13)

G. As long as an employee is in a paid status, he/she shall earn sick and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick or vacation leave during the time he/she is on such leave.

H. Starting with the first pay period in a calendar year, employees who use zero (0) to thirty-two (32) hours of sick leave as of the last full pay period in a calendar year shall receive twenty four (24) hours of personal paid leave credit at the end of the first full pay period the following January. Employees who use thirty-three (33) to forty (40) hours of sick leave in this same period shall receive eight (8) hours of personal paid leave at the time specified above. The personal leave must be used by the end of the last full pay period in the calendar year in which it is credited and if not used, will be forfeited. There will be no cash payment for unused personal leave.

I. Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated vacation must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be four hundred eighty (480) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.
(Revised 2/25/00)

J. The County agrees to continue efforts with PERS to gain authorization for the County to make the payment for accrued sick leave, per the qualifications and formula contained in this agreement, vacation and compensatory leave directly to PERS to purchase retirement credit on behalf of any employee who so elects, and the parties agree to implement said policy and incorporate it into the agreement upon such approval by PERS.
(Added 1/01/04)

K. Following ratification of the labor agreement, the parties agree to form a committee of management and association representatives to study options relating to issues surrounding sick leave usage, sick leave incentive programs, paid time off, and other concepts and best practices utilized in these areas. The determination of the feasibility of implementation of such programs shall be reserved to negotiations of the successor labor agreement unless mutually accepted, ratified and approved by the respective employee associations and the Washoe County Board of County Commissioners.
(Added 1/01/04)

ARTICLE 11 - MILITARY LEAVE

In accordance with NRS 281.145, any employee of the County who is absent due to being called into the military services of the United States, or the State of Nevada, to serve under orders of military duty, shall be relieved from his County duties, upon his presentation of orders, to serve without loss in regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year. Any such absence shall not be deemed to be an employee's annual vacation.

ARTICLE 12 - LEAVE OF ABSENCE

A. A leave of absence may be granted to any employee occupying a permanent position. A leave of absence shall be granted only to an employee who desires to return therefrom to the County service and who at the time the leave is granted has a satisfactory service record.

B. Leave of absence for thirty (30) working days or less in any calendar year may be granted upon the approval of the appointing authority. Leaves for a longer period and up to one (1) year may be granted upon the recommendation of the appointing authority to the Board of County Commissioners.

C. Upon request of the appointing authority and approval of the Board of County Commissioners, a leave of absence may be granted to an employee who desires to attend school or college or to enter training to improve the quality of his/her service, who is temporarily incapacitated by illness or pregnancy, who is loaned to another governmental agency for the performance of a specific assignment, or for some other reason equally satisfactory. A leave of absence shall not be granted to an employee who is leaving the County service to accept other employment.

D. A leave of absence with pay must be granted to any County employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision or agency thereof. The employee must be paid his/her regular salary while on leave of absence, but must remit to the County all fees that he/she may receive as a witness or juror, except for mileage and per diem. Court leave shall not be charged against the employee's vacation credit.

E. The Board of County Commissioners, upon the recommendation of the County Manager, may grant leaves of absence without pay in excess of one (1) year for the purpose of attending extended course of training at a recognized college or university, and for the purposes deemed beneficial to the public service.

F. Employees taking authorized education leaves may elect to use accumulated annual leave at their option.

G. Leaves of absence with pay may be granted by the appointing authority to allow employees time off to vote, pursuant to the provisions of NRS 293.463.

H. Leaves of absence with pay shall be granted to an employee to act as a volunteer fireman for any regular organized and recognized fire department for the protection of life or property during working hours or fractions thereof which should otherwise have been devoted to County employment.

I. Disability Retirement:

Employees hired prior to April 29, 1998, who are incapable or restricted in the performance of their position for health reasons, who pursue either regular or disability PERS benefits, may apply for up to three years credit towards reaching the next plateau for payment of their health insurance premium upon retirement. Such application shall be to the Director of Human Resources who shall have discretion to grant or deny said request after review of all submitted health records and consultation with the employee and appointing authority.

(Added 7/10/05)

ARTICLE 13 - MATERNITY/PATERNITY LEAVE

The department will make any reasonable effort to permit the employee to use accumulated annual leave for the purpose of pregnancy, childbirth, or care of a newborn infant(s).

ARTICLE 14 - SALARIES

A. Schedule of Salary Ranges

1. The Schedule of Salary ranges of all personnel covered by this Agreement is set forth in Appendix A.

(Revised 07/01/2015)

2. The salary schedules listed in the Appendices to this Agreement are subject to change during the term of the Agreement as a result of changes to the retirement contribution rate provided for under NRS 286.421,3,a),(2).

3. The parties agree the following salary adjustments shall be made during the term of this agreement:

(a) Effective July 1, 2015, the County agrees to provide a cost of living allowance of 3.00% to all employees covered by the WCPAA contract.

B. The Appointing Authority shall review and evaluate the performance of each attorney in their respective offices annually as provided for in the Washoe County Merit Personnel Ordinance.

C. Merit Salary Adjustments

1. The amount of merit salary adjustment paid employees pursuant to the Washoe County Merit Personnel Ordinance shall be five percent (5%).

2. Employees shall be notified within 30 days after their merit salary increase is due whether their merit salary adjustment has been denied. If the employee is not notified within 30 days of his/her merit salary adjustment due date, then the merit salary adjustment shall be granted.

3. Authorized leave without pay for thirty (30) days or less in a year shall not result in a new anniversary date. Authorized leave without pay in excess of thirty (30) days in a year shall establish a new anniversary date by adding the amount of the leave time to the employee's original anniversary date.

D. Salary Upon Promotion

When an employee is promoted, he is entitled to the entry salary for the higher grade or ten percent (10%) above the employee's base salary, whichever is greater, provided there is at least a ten percent (10%) differential between the top of the salary range for the lower grade and the top of the salary range for the higher grade. If the differential between the two grades is between five percent (5%) and ten percent (10%), the employee is entitled to the entry salary for the higher grade or the differential between the two grades whichever is greater. In all instances, the amount of the salary increase upon promotion must not exceed the top of the salary range for the higher grade.

E. Movement Between Levels I, II, and III

Deputy District Attorney I, II, and III and Deputy Public Defender I, II, and III, are deep classes with level III as the journey level. Employees normally move from one level to the next within the deep classes after completing one year at the top salary range for the respective level. Deputy District Attorney IV and Deputy Public Defender IV are limited classifications to which employees must be specifically appointed; therefore, time and movement references within this section do not apply.

(Revised 7/05/01)

ARTICLE 15 - HOLIDAYS AND HOLIDAY PAY

A. For purposes of this Article, "Holiday Pay" shall be defined as an increment in pay equal to eight (8) hours at an employee's regular straight time hourly rate.