

Recorder's Office Cover Sheet

Recording Requested By:

Name: Wendy Lang

Department: Human Resources



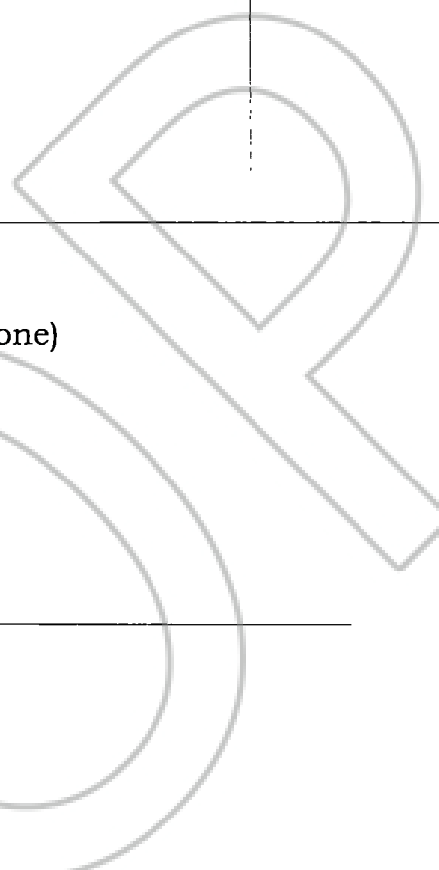
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____



EIGHTH MEMORANDUM OF UNDERSTANDING

between
Douglas County, Nevada
and the
Douglas County Employees' Association

(Contract of July 1, 2017 through June 30, 2024)

FILED

NO. 2023.124

6/28/23

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY AL DEPUTY

This Eighth Memorandum of Understanding (“Eighth MOU”) amends Article 8 and Article 13 of the collective bargaining agreement (“CBA”) entered into between Douglas County (the “County”) and the Douglas County Employees’ Association (“DCEA”) for the July 1, 2017, through June 30, 2024. This Eighth MOU provides salary adjustment in the equal amount and effective date of the pending employee salary reduction due to the increase in retirement rate from the Public Employees’ Retirement System (PERS). This Eighth MOU also reduces the amount of annual leave an employee may carry over into a new calendar year to align with maximums set forth in Nevada Revised Statute 245.210. The Eighth MOU amendments are reflected as follows: deleted language is being shown as ~~stricken through~~ and new language is being underlined. All other terms of the CBA, including all adopted amendments, shall remain in full force and effect.

ARTICLE 8. SALARIES AND PAY PRACTICES.

A. Salary.

The County has established pay ranges for all County employees. A summary of the current pay ranges is attached as Appendix “A” to this Agreement. Effective June 25, 2022, a one-time market adjustment of seven percent will be applied to each employee’s pay rate and the salary ranges.

B. Cost of Living Adjustment.

1. In an effort to maintain salary ranges and employee wages relative to the cost of living, a cost of living adjustment will be made to each employee’s pay rate and salary range the first pay period of each fiscal year (“COLA”).
2. The COLA will be equal to the annual change in CPI (Consumer Price Index) according to the Bureau of Labor Statistics, US City Average for all items, base period of 1982-1984 (CUUR0000SA0), from December to December of each calendar year. This cost of living adjustment will be no less than 0% and no more than 2%, regardless of whether the actual change in the CPI is lower or higher than these caps.
3. Notwithstanding any other term of this agreement, any COLA awarded under Article 8 will be no less than 0% and no more than 2%, regardless of whether the actual change in CPI is lower or higher than these caps.
4. For FY 2017-18 only, the COLA implemented in July 2017 will be no less than two percent (2.0%).
5. For FY 2019-20 only, the COLA implemented in July 2019 will be no less than two percent (2.0%).
6. For FY 2021-22 only, the COLA implemented in July 2021 will be no less than two percent (2.0%).

7. For FY, 2022-23 only, the COLA implemented will be made effective April 9, 2022 and will be two percent. An additional two percent COLA will be implemented effective June 25, 2022, combined with the one-time market adjustment of seven percent per subsection A, for a total increase of nine percent (9%) effective June 25, 2022.

8. For FY 2023-24 only, the COLA implemented in July 2023 will be no less than two percent (2.0%).

9. The Public Employees' Retirement System has scheduled an increase in contribution rates effective July 8, 2023, half of which is to be paid via salary reduction in accordance with NRS 286.421. Effective July 8, 2023, the County will increase employee salaries, as well as salary ranges, by an equivalent amount of the scheduled salary reduction, resulting in no change to employee wages or salary ranges due to the Public Employees' Retirement System scheduled increase in contribution rates.

ARTICLE 13. ANNUAL LEAVE

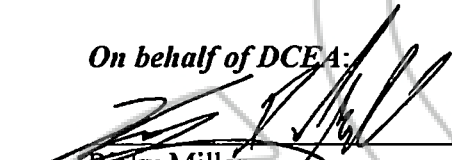
E. Carry-over of Annual Leave to Following Year.

The maximum amount of annual leave that may be accrued in a calendar year is two hundred eighty forty (280240) hours. All annual leave not taken in excess of two hundred eighty forty (280240) hours will be forfeited at the end of the last biweekly pay period of the calendar year.

A ninety (90) day extension of up to an additional eighty (80) hours maximum may only be granted by the County Manager in the event the employee was unable to utilize his/her hours due to management requirements. Management has the discretion to schedule the employee's time off during the extension. If, after an extension has been granted, an employee is unable to schedule these hours during the 90-day period due to management requirements, he/she may request payment of the additional hours.

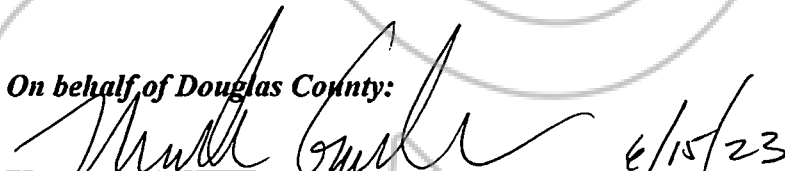
IN WITNESS WHEREOF, the parties hereto have caused this Eighth Memorandum of Understanding between Douglas County and the Douglas County Employees' Association to be executed.

On behalf of DCEA:


Ricky Miller
President, DCEA

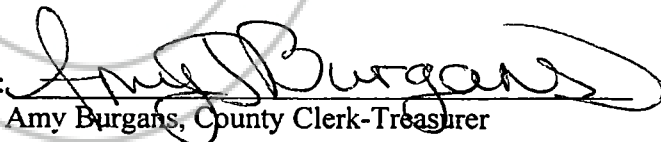
6/2/2023
(Date)

On behalf of Douglas County:


Mark Gardner, Chairman
Board of Douglas County Commissioners

6/15/23
(Date)

ATTEST:

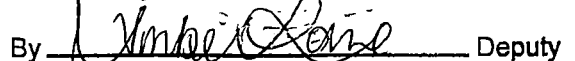

Amy Burgans, County Clerk-Treasurer

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20 day of June, 2023

By  Deputy