

LABOR AGREEMENT

July 1, 2022 – June 30, 2024

CITY OF RENO

AND

**RENO ADMINISTRATIVE/PROFESSIONAL
GROUP**

PROFESSIONAL UNIT

TABLE OF CONTENTS
RAPG-PRO

PREAMBLE:	1
ARTICLE NO. 1. RECOGNITION:	1
ARTICLE NO. 2. UNPAID LEAVES:	1
ARTICLE NO. 3. SALARY ADMINISTRATION:	1
ARTICLE NO. 4. MERIT STEP INCREASE:	6
ARTICLE NO. 5. HOLIDAYS:	7
ARTICLE NO. 6. VACATION:	8
ARTICLE NO. 7. SICK LEAVE BENEFITS:	9
ARTICLE NO. 7.1. LONGEVITY PAY	12
ARTICLE NO. 8. ON-THE-JOB INJURY BENEFITS:	12
ARTICLE NO. 9. JURY DUTY:	13
ARTICLE NO. 10. MILITARY LEAVE:	13
ARTICLE NO. 11. UNIFORM ALLOWANCE:	14
ARTICLE NO. 12. HEALTH AND ACCIDENT INSURANCE:	14
ARTICLE NO. 13. CHANGE OF RESIDENCE:	17
ARTICLE NO. 14. RETIREMENT:	17
ARTICLE NO. 15. TRAINING COURSES:	17
ARTICLE NO. 16. WORK SCHEDULE:	18
ARTICLE NO. 17. GRIEVANCE - ARBITRATION PROCEDURE:	19
ARTICLE NO. 18. BUSINESS RELEASE TIME:	23
ARTICLE NO. 19. SAVINGS CLAUSE:	24
ARTICLE NO. 20. STRIKES:	24
ARTICLE NO. 21. GROUP DUES:	24
ARTICLE NO. 22. EFFECTIVE DATE AND DURATION:	25
ARTICLE NO. 23. RIGHTS OF MANAGEMENT	26
ARTICLE NO. 23. RIGHTS OF ASSOCIATION	26
APPENDIX A.	30
APPENDIX B-1	32
APPENDIX B-2	33

PREAMBLE:

THIS AGREEMENT is made and entered into this _____ day of June 2022, at Reno, Nevada, by and between the CITY OF RENO, NEVADA, a municipal corporation, hereinafter referred to as the City, and the RENO ADMINISTRATIVE AND PROFESSIONAL GROUP, PROFESSIONAL UNIT, hereinafter referred to as the Association.

- (a) It is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees in the Unit; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the City of Reno.
- (b) Both parties mutually agree that their objective is to preserve the interest of both parties hereto. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

ARTICLE NO. 1. RECOGNITION:

- (a) The City hereby recognizes the Reno Administrative/Professional Group, Professional Unit as the sole and exclusive bargaining agent for all regular employees of the City who are assigned to one of the classifications listed in Appendix A and who fill positions which have been determined to be included within the RAPG professional unit.
- (b) The City Manager shall, when it is determined to be in the best interest of the City, establish such additional classifications as may become necessary for the operation of the City.

ARTICLE NO. 2. UNPAID LEAVES:

- (a) Leave of Absence. A leave of absence will only be granted if recommended by the Department Head/Division Head and subsequently approved by the Department of Human Resources and (when applicable) the Reno Civil Service Commission.
- (b) Sabbatical Leave. An unpaid leave of absence of up to twelve months may be granted, if recommended by the Department Head and subsequently approved by the Department of Human Resources and (when applicable) the Reno Civil Service Commission, for research, education or professional development of an employee which enhances the employee's effectiveness as a City of Reno employee.

ARTICLE NO. 3. SALARY ADMINISTRATION:

- (a) Salaries of Personnel.
 - (1) All full-time, regular employees shall be compensated according to the bi-weekly

salary rates contained in the appropriate appendices, and the regulations for salary administration contained in this article.

(2) All regular employees shall be compensated using a bi-weekly or semi-monthly pay schedule as administered by the City Administration. Any conversion to semi-monthly pay periods shall be done without loss of salary or benefits to the employee. Appropriate salary rates are provided in the salary appendix.

(3) Deferred Compensation. The City shall endeavor to provide a deferred salary plan of unit purchase variable retirement annuity or such other deferred compensation mechanism as may be subsequently approved by the City.

(a) The City shall contribute one dollar (\$1.00) for each one dollar (\$1.00) deferred and invested by the employee in the City approved deferred compensation program, up to a maximum City contribution equal to five percent (5.0%) of the employee's biweekly base wage not to exceed a total City contribution of one-half of the limit established by Federal Law.

(4) Salary and Appendix: Effective July 1, 2022, the classifications listed in Appendix B-1 of the 2022-2024 collective bargaining agreement shall receive an across the board wage increase of seven percent (7%).

Effective July 1, 2023, the classifications listed in Appendix B-1 of the 2022-2024 collective bargaining agreement shall receive an across the board wage increase of two and one half percent (2.5%).

(5) New employees hired into the Association Agreement shall start at Step 1 unless a step higher than Step 1 is approved by the City Manager, or their designee.

The City agrees to negotiate the implementation of the result of the classification and compensation study no later than April 2023.

(b) Administration of Salaries. The Human Resources Department shall be responsible for the administration of salaries in accordance with the following guidelines.

(1) Salary Rate Upon Initial Appointment.

(a) Upon initial appointment with the City, the entrance rate shall be the minimum rate of the range for the classification unless modified in (b) below.

(b) The City Manager, or their designee, may authorize an initial appointment above the minimum rate of the range where he/she shall find that such person is reasonably entitled because of their experience and ability to a rate above the minimum, or in cases where it is necessary to hire a candidate at a rate above the minimum due to inability to recruit qualified candidates at the minimum rate.

(c) No part of section (b) (1) (a) or (b) shall be subject to the provisions of the Grievance-Arbitration Article of this contract.

- (2) Salary Rate Upon Promotion. Upon promotion to a position of a higher classification, into or within this bargaining unit the new rate shall be a rate within the range which is at least ten percent (10%) above the former rate.
- (3) Salary Rate Upon Demotion. Upon demotion for cause, the rate of pay in the lower range shall be set by the disciplinary authority in consideration of the cause. Upon demotion through no fault of the employee, the rate shall be the former rate or the maximum rate in the lower range, whichever is lower. Upon demotion at the request of the employee, the salary shall remain at its present rate if within the range of the demotion or the maximum of the range to which demoted, whichever is lower.
- (4) Definition of Continuous Service. Continuous service shall be afforded to anyone on laid-off status where upon reinstatement said employee shall be recognized for prior years of service and provided those benefits which recognize years of service for computation purposes.

Any employee of the City who voluntarily terminates their service or is discharged from the City shall not be eligible for continuous service recognition and benefits upon re-employment to the City.

Leaves of absence with pay as well as leaves of absence without pay for up to ten (10) days in any one fiscal year shall not interrupt nor be deducted from continuous service. Leaves of absence or sabbatical without pay for more than ten (10) days in any one fiscal year shall not interrupt but shall be deducted from continuous service. A continuous service date shall be computed for each employee and made a part of their service record. Such date is advanced by any period deductible from continuous service, so that the total time from such date to the present represents the total continuous service to the employee at any given time.

(5) Special Compensation Provisions.

- (a) Salary of Superintendents/Supervisors. After an employee has successfully completed one (1) year of City service as a bona fide superintendent/supervisor, such employee shall be paid at a rate at least five percent (5%) higher than the rate of their highest paid subordinate, except in cases where a subordinate may be paid at a rate above the range for their position, in which case the higher rate of the range for the position of the subordinate shall be considered the rate of the subordinate.
- (b) Acting Pay. An employee who is assigned in an acting capacity to a position of a higher classification shall be paid at a salary rate five percent (5%) higher than their regular salary for the period so assigned. Such assignments shall be in writing by the Department Head/Division Head.
- (c) Overtime and Stand-by Time. The City Manager, or their designee, the Department Head or a Division Head may from time-to-time require an employee to work overtime; or to stand-by at home to be available in the event of an emergency; or when off duty to respond to a call back to work because of an emergency. Every employee shall be compensated as follows for such work (except overtime on

holidays shall be compensated for as provided in Article 5(d).

(d) Overtime Work. When it is not deemed practical to leave a project which is unfinished, or when it is deemed necessary to work additional hours (whether before or after regular hours, or on normal days off) to catch up, prepare for a pending project, or work around staff vacations and sick leave, the Department Head/Division Head may schedule overtime work; or an employee on stand-by may be called to perform overtime work. Employees will be compensated for overtime work in excess of scheduled hours per week at the rate of one and one-half (1-1/2) hour's pay at the regular hourly rate for each hour, or major portion thereof. If time is lost during the regular workweek for unexcused absence, then premium pay shall not prevail until the number of hours actually worked exceeds the number of hours comprising the regular workweek. Nothing in this Article shall require payment for overtime hours not worked. Overtime shall not be paid more than once for the same hours worked. All overtime must have previous authorization of the Department Head/Division Head or designee.

(1) Compensatory time is time off given to an employee to compensate for overtime hours worked in lieu of overtime pay. It is accrued at one and one-half (1 1/2) hours compensatory time for each hour worked. When an employee has worked overtime and would like to add the time to their compensatory bank instead of being paid overtime, it must be noted on the employee time sheet.

(2) Stand-by pay shall not be taken as compensatory time.

(3) When working on overtime funded by a grant, time cannot be taken as compensatory time.

(4) Compensatory time may be accrued up to a maximum of one hundred sixty (160) hours.

Overtime shall be compensated in the form of cash or compensatory time off and the decision of which form shall be solely that of the employee up to an accumulated cap of one hundred sixty hours (160) hours of compensatory time off. In the event an employee attains the accumulated cap of one hundred sixty hours (160), overtime worked shall be paid to the employee in cash and no further accumulation of compensatory time off can occur until the employee is below the cap of one hundred sixty (160) hours.

Requests for compensatory time-off may be granted whenever practical based upon operational needs, as determined by the Department Head or designee.

An employee may request to use compensatory time at any time and the request to use compensatory time will not be unreasonable denied. If denied, the department head will provide a written explanation to the employee detailing the reason for the denial.

Upon written request from the employee, an employee may cash out accumulated but unused compensatory time in increments of at least twenty (20) hours.

Compensatory time elected to carry over at the end of the fiscal year shall not exceed forty (40) hours. Unused compensatory time in excess of the maximum

allowed carry over amount will be automatically paid out in its entirety on the last pay day of the fiscal year.

Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated compensatory time.

(e) Stand-by Time. Due to staff limitations, it may be necessary for a Department Head/Division Head to schedule employees to be on a telephone stand-by alert to handle overtime work which may arise during other than normal working hours. Employees will be compensated for stand-by time at the rate of one and one half (1 ½) hour's pay at the regular hourly rate for each eight (8) hour period of stand-by time. (Employees on stand-by called to perform overtime work will be compensated additionally for such overtime work in accordance with subsection (d) of this subsection.) Overtime and stand-by time pay will be added to the payroll for the period during which the work is performed.

(1) Employees who are called out by their supervisor, Department Director, or Department Head and required to report to a duty assignment shall be compensated for a minimum of two (2) hours of overtime pay.

(2) Employees, who after their normal work hours must answer or make work related telephone calls shall be compensated in fifteen (15) minutes intervals at their overtime rate for each work-related telephone call.

(f) Bilingual Pay. An employee may be assigned to provide bilingual services for the City subject to approval by the Human Resources Director, or their designee.

An employee assigned to one of these designated positions and certified at Level I by Civil Service and/or a mutually agreed designated or authorized testing facility, shall receive compensation in the amount of forty dollars (\$40.00) per pay period for the period so assigned.

An employee assigned to one of these designated positions and certified at Level II by Civil Service and/or a mutually agreed designated or authorized testing facility shall receive compensation in the amount of sixty dollars (\$60.00) per pay period for the period so assigned.

(g) Professional Certification.

(1) An employee who is required by their classification specification to maintain a professional registration, license, or certification and has obtained prior verification from their Department Head, or who has a professional registration, license, or certification that is beneficial to the City as determined by the City Manager, or their designee, shall be reimbursed for the fees required to renew or maintain the certification. Subject to written approval by the Department Head additional registrations or certifications may be approved annually.

(6) Request for Job Reclassification.

(a) A department or an employee may submit a written request for a job

reclassification with a copy to the Human Resources Department (HR) and a copy to their Department Head.

(b) The Human Resources Department will review the reclassification requests and submit recommendations to the Department Head, or their designee, for action.

(c) The City Manager, or their designee, shall render a decision in writing.

(d) There is no appeal of the City Manager's, or their designee's, final decision.

ARTICLE NO. 4 MERIT STEP INCREASE:

(a) Employees hired or promoted into their classification, and who satisfactorily complete twelve (12) months of continuous service, excluding overtime, after initial appointment or promotion to a position, shall be eligible for a merit step increase and yearly thereafter until they reach the top of the range for their position in the attached salary schedules.

(b) To be eligible for a merit step increase the employee must meet a satisfactory level of performance and competence since the last year's evaluation.

(c) If the delay was due to clerical or administrative delay or mistake, the proper adjustment shall be made retroactive to the date it was due.

(d) In the event that an employee is denied a merit step increase, the employee will be informed of the specific reasons for such denial and may within ten working days of such notification request in writing a review before their Department Head or their designee, to discuss the reason for the denial.

(1) The review shall be attended by the employee, the employee's Association Representative, the supervisor, and the Department Head or their designee.

(2) The decision of the Department Head or their designee may be appealed to the City Manager or their designee for a final decision. The employee has the right to attach a written rebuttal statement to the evaluation which will be included in the official personnel file.

(f) If the merit step increase has not been paid and there is no denial of the performance step increase in accordance with (d) above, at any time after two (2) full pay periods following the employee's anniversary date, the Association may notify the Department of Human Resources in writing, or by e-mail, with a copy to the Department Head, and request award of the merit step increase. Following notification from the Association, the Department Head shall notify the Department of Human Resources within one (1) full pay period, if the employee's job performance is the basis of the non- award. If there is no response within the specified time period, or if the response indicates the delay is due to administrative oversight, the Human Resources Department shall initiate the applicable merit step increase which will be retroactive to the date that it was originally due.

(g) Management will not be arbitrary or capricious in the denial of a performance step increase.

- (h) A standard merit step increase shall be one step above the employee's present step in the assigned pay grade as provided in the attached appendices.
- (i) For exceptional performance the City Manager, or their designee, may approve a two (2) step pay increase.
- (j) The decision to grant or deny a step increase is not subject to the grievance procedure.

ARTICLE NO. 5. HOLIDAYS:

- (a) Eligible, full-time employees shall be entitled to a day off from work with pay on the following holidays during each year (All holidays shall be deemed to occur on the dates observed by the State of Nevada as referred to in Nevada PERS Official Policies.):

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Nevada Day (Last Friday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Family Day (Day after Thanksgiving)
- Christmas Day (December 25)
- Two (2) Floating Holidays during the Fiscal year

and upon any other day that may be declared by the Mayor, the Governor of the State of Nevada, or the President of the United States to be a legal holiday or day of mourning applicable to and intended to be observed by closure of local government public offices.

To be eligible for holiday pay, an employee must be on the active payroll of the City and must have worked their full regularly scheduled workday before and after the holiday, unless excused by the City.

- (b) The time during which the employee may take their time off is subject to approval by the Department Head.
- (c) For employees regularly scheduled a Monday-Friday workweek, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and should it fall on a Sunday, the following Monday will be a holiday. For employees regularly scheduled on an other than Monday-Friday workweek, whenever one of these holidays falls on a non-workday, the previous or subsequent workday shall be observed as that holiday as determined by the Department Head/Division Head.
- (d) Should any employee be required by order of their Department Head/Division Head to work on any of the above-named holidays, if eligible for holiday pay, in addition to this holiday pay he/she shall receive one and one-half (1-1/2) times their regular hourly rate of

pay for each hour or major fraction worked.

- (e) Pay for a holiday worked will be added to the payroll for the period within which the holiday falls. Within six (6) months of a holiday worked, an employee may take off as an excused absence one day without pay as approved by their Department Head/Division Head.

ARTICLE NO. 6. VACATION:

- (a) The earned vacation for employees covered by this contract other than those enumerated in paragraph (d) of this Section, shall be based upon years of service with the City, and shall be as follows:

Years of Continuous Service	Hours of Vacation Earned per Bi-Weekly Pay Period 40-Hour Workweek
Less than 5 years	5.5
5 years, less than 10 years	6.5
10 years, less than 15 years	7.5
15 years, or more	8.5

- (b) Effective July 1, 2023, the earned vacation for employees covered by this contract other than those enumerated in paragraph (d) of this Section, shall be based upon years of service with the City, and shall be as follows:

Years of Continuous Service	Hours of Vacation Earned per Bi-Weekly Pay Period 40-Hour Workweek
Less than 5 years	6
5 years, less than 10 years	7
10 years, less than 15 years	8
15 years, or more	9

- (c) Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of their regularly scheduled bi-weekly hours. Vacation shall be charged on the basis of one hour for each full hour or major portion of an hour of vacation taken. Vacation taken during a bi-weekly period shall be charged before vacation earned during that pay period is credited. Holidays as enumerated in this Agreement occurring within the vacation period will not be counted as vacation days. When vacation may be taken shall be determined in advance by the Department Head/Division Head after considering the operational needs of the Department and the wishes and seniority of the employee. The City shall develop and implement a policy on employee use of vacation leave including use and approval of vacation leave.
- (d) Regular, full-time employees who leave the employment of the City for any reason shall be compensated for earned vacation benefits accumulated, but unused, at the time of such departure from the City's employment.
- (e) Service time with the City of Reno in a seasonal or temporary status shall not be allowed as credit in computing earned vacation for an individual who subsequently becomes a full-time, regular employee.

(f) Vacation credit may be accumulated up to a maximum of five hundred forty (540) hours.

(g) Vacation Cash Out Provision

(1) Upon request an employee may cash out up to sixty (60) hours of accumulated, but unused, regular vacation leave in increments of twenty (20) hours. To be eligible, the employee must file a written notice with the Department Head and have demonstrated to have taken at least eighty (80) hours vacation within twelve (12) months or demonstrate that a vacation request was made and denied. Compensatory time used shall be considered vacation taken for purposes of this Article.

(2) If employees fail to meet the eligibility criteria in (g) above, upon request employees may, cash out up to forty (40) hours of accumulated, but unused, regular vacation leave in increments of twenty (20) hours.

(h) Effective the first full pay period following July 1, 2022, City employees who are rehired and have five continuous years of service from their rehire date shall have all years of City service counted for the purpose of vacation accruals only. The employee shall be responsible for notifying Central Payroll of their desire to enact this provision of this contract.

ARTICLE NO. 7. SICK LEAVE BENEFITS:

(a) All full-time, regular employees shall be entitled to earn sick leave benefits at the following rate:

<u>Regularly Scheduled Hours Per Week</u>	<u>Sick Leave Earning Rate Bi-weekly Pay Period</u>
40 hours	4.0 hours

Earned sick leave may accumulate and is cumulative from year to year without limitation. Sick leave credits shall accrue for each pay period the employee is in full pay status a major portion of their regularly scheduled bi-weekly hours.

(b) Sick leave may be granted only as the result of:

(1) illness, medical or dental consultation, or injury of the employee;

(2) illness or injury of the employee's spouse, certified domestic partner, child, or adopted child, mother, or father, requiring the employee's attendance in accordance with the requirements of subsection (f); or,

(3) illness or injury of the employee's brother, sister, grandmother, grandfather, stepchild, mother-in-law or father-in-law, requiring the employee's attendance in accordance with the requirements of subsection (f).

(c) An employee may be granted three (3) days of bereavement leave to attend the funeral

of their spouse, certified domestic partner, child, adopted child, or stepchild residing with the employee; mother, father, sister, brother, grandmother, grandfather, granddaughter, grandson, mother-in-law, or father-in-law. The employee may be required to provide proof of death. Additional time needed in excess of three (3) days may be granted by the Department Head. Such time shall be charged against the employee's sick leave.

- (d) Sick leave may be granted due to medical necessity associated with pregnancy, childbirth and recovery.
- (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 periods 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 requiring sick leave must provide their Department Head/Division Head with evidence of such need. Thereupon, the Department Head/Division Head shall guarantee their personal knowledge of the need by certifying to the Payroll Clerk the granting of sick leave. To insure such knowledge, he/she may require the employee to provide a written doctor's statement before sick leave may be granted.
- (g) If an employee does not have adequate accumulated sick leave time, the Department Head/Division Head may grant the use of accumulated vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.
- (h) Upon retirement, an employee shall be compensated for accumulated sick leave as follows:
 - (1) Employees having a minimum of four hundred fifty (450) to seven hundred fifty (750) hours shall be compensated at the rate of forty percent (40%) of total accumulated hours up to a maximum of forty percent (40%) of seven hundred fifty (750) hours at their base hourly rate of pay.
 - (2) Employees having a minimum of seven hundred fifty-one (751) to one thousand three hundred (1,300) hours shall be compensated at the rate of sixty percent (60%) of their total accumulated hours up to a maximum of sixty percent (60%) of one thousand three hundred (1,300) hours, at their base hourly rate of pay.
 - (3) Any employee hired after September 9, 2011, having between four hundred fifty (450) and one thousand three hundred (1,300) hours in their sick leave bank, when retiring from employment, shall be cashed out at the rates described in paragraphs (1) and (2) above up to a maximum of twenty thousand dollars (\$20,000.00) at their base hourly rate of pay.
 - (4) To be eligible for this benefit, an employee must not use more than one hundred sixty (160) hours of sick leave during the last twenty four (24) months of service, except in the case of a documented serious health condition.
 - (5) An employee who is separated from the City of Reno for cause shall not be eligible for this benefit.

- (6) In case of death of the employee prior to retirement, this cash-out benefit will be paid to the employee's estate. In case of on-the-job death of the employee prior to retirement, all accrued hours shall be paid to the employee's estate.
- (7) Effective July 1, 2023, employees hired after October 1, 2014 may elect to place twenty-five percent (25%) of their accrued, but unused, sick leave into a Retiree Health Savings Account (RHS) of the City's choosing at the end of each fiscal year.
 - a. Employees with an RHS will continue to own their account after a separation of employment from the City.
 - b. The City will comply with all regulatory requirements related to managing the RHS.
- (8) Sick leave taken for a "serious health condition" will be in compliance with the City's Sick Leave and Family Medical Leave Act (FMLA) policies and procedures.
- (9) "Serious health condition" means an illness, an injury, or a physical condition which involves:
 - (a) Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
 - (b) Continuing treatment by or under the supervision of a provider of health care, documented in writing, for one or more periods of:
 - (1) Incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity related to the same condition that also involves continuing treatment.
 - (2) Incapacity because of a chronic serious health condition, or treatment for such incapacity. A chronic serious health condition is one that continues over an extended period of time, requires periodic visits for treatment by or under the direct supervision of a health care provider, and which may cause episodic periods of incapacity.
 - (3) Incapacity which is permanent or long-term because of a condition for which treatment may not be effective, but for which the person is under the continuing supervision of a health care provider.
 - (4) Absence to receive multiple treatments by or under the direction of a health care provider for restorative surgery after an accident or other injury.
 - (5) Absence to receive multiple treatments by or under the direction of a health care provider for a condition that would likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.
 - i. During periods of incapacity, the employee's duty station shall be a

medical facility or their home.

- ii. Individuals qualifying for light duty assignments shall not be deemed incapacitated.

(9) The term “serious health condition” does not include:

(a) Cosmetic treatments which do not require inpatient care and which do not result in medical complications; or

(b) Minor conditions such as the common cold, flu or an earache which do not result in medical complications.

(10) As used in this section, “incapacity” means the inability to work, attend school or perform other regular daily activities because of a serious health condition, including any treatment or recovery period.

(11) Voluntary Leave Transfer Program (VLTP). All employees covered under this Agreement shall have the option to donate vacation leave hours to fellow employees in accordance with the City’s Voluntary Leave Transfer Donation procedure. Employees covered under this Agreement shall also have the option to donate up to eighty (80) hours of sick leave per calendar year. Employees receiving donations from the VLTP may use that leave in accordance with the City Sick Leave Policy.

ARTICLE NO. 7.1. LONGEVITY PAY

1. Effective July 1, 2023, each full-time employee who has completed five (5) years of continuous service with the City shall be entitled to longevity pay in addition to regular salary.
 - a. Said employee’s longevity pay shall be at a rate equal to one-half percent (.5%) of the employee’s biweekly base hourly rate for each year of continuous service, up to a maximum annual payment of twelve and one-half percent (12.5%) of base hourly rate for employees with twenty-five (25) years or more of continuous service, with payment to be affected each pay day beginning with the pay period within which the anniversary falls.
 - i. For example, a full-time employee with 5 years of continuous service would receive two and one half percent (2.5%) of longevity pay. A full-time employee with 10 years of continuous service would receive five percent (5.0%) of longevity pay. A full-time employee with 20 years of continuous service would receive ten percent (10.0%) of longevity pay.

ARTICLE NO. 8. ON-THE-JOB INJURY BENEFITS:

- (a)
 - (1) Whenever an employee is injured while on duty with the City of Reno, and such injury prevents said employee from performing their normal full-time duties, the City of Reno shall pay full salary to the employee for a period of up to but not

exceeding sixty (60) regularly scheduled workdays from the date of injury. During this period, the employee shall not forfeit any accumulated sick leave; and

- (2) Upon expiration of sixty (60) regularly scheduled workdays subsequent to the on-the-job injury, if the employee is still unable to work he/she or she may elect to utilize accumulated sick leave, during which period the employee shall receive full compensation from the City of Reno, and their sick leave shall be charged at the rate of one hour of sick leave for every two (2) hours of sick leave taken; and
 - (3) When accumulated sick leave has expired, if the employee is still unable to work, except for total accumulated vacation time pay, said employee shall receive no additional compensation from the City of Reno.
 - (4) Provided, however, that it is the intent of the City of Reno to pay an on-the-job injured employee, as outlined in this section, the difference between full daily salary and that provided by worker's compensation as salary continuance. Therefore, the employee shall return to the Reno City Clerk all salary continuance payments made by worker's compensation covering the period enumerated in paragraphs (a) and (b) of this Article.
- (b) Notwithstanding the provisions of subsection (1) of this section when, as a result of an on-the-job injury an employee is continually confined to a duly licensed hospital, the City will pay full regular salary to the employee during the entire period of said confinement until worker's compensation ceases to render insurance payments in connection with said injury. When the City Council determines that special circumstances warrant the action, the above requirement of continual confinement to a duly licensed hospital may be waived by action of the City Council. During this period, the employee will not forfeit sick leave or vacation benefits but will refund all worker's compensation salary continuance payments to the City.

ARTICLE NO. 9. JURY DUTY:

Any employee covered by this contract who is required to serve on any jury shall receive their regular salary during the period of jury service, provided that he/she shall be required to remit their compensation for such jury duty to the City Clerk for deposit in the General Fund for the City of Reno.

ARTICLE NO. 10. MILITARY LEAVE:

Any employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces shall be relieved from their duties, upon request, to serve under orders on training duty without loss of their regular compensation for a period not to exceed the number of hours equivalent to fifteen (15) working days in any one calendar year. Any such absence shall not be deducted from the employee's accumulated vacation. In addition to the foregoing benefit, military leave shall be handled in compliance with the requirements of State and Federal law.

ARTICLE NO. 11. UNIFORM ALLOWANCE:

Any employee covered by this contract required to wear a uniform in the performance of their duties shall be provided said uniform by the City as necessary.

ARTICLE NO. 12. HEALTH AND ACCIDENT INSURANCE:

(a) City of Reno Group Insurance

- (1) The City shall make contributions equal to one hundred percent (100%) of the employee-only cost of the health and life insurance premiums for each full-time, probationary employee and each full-time, regular employee to any of the following insurance plans:
 - (a) A group medical and dental indemnity plan, benefits of which shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.
 - (b) Any other prepaid or indemnity group medical and dental plan or plans (including health maintenance organizations) determined appropriate by the City.
- (2) The City shall contribute to the cost of dependent coverage an amount equal to fifty-five percent (55%) of the cost of the indemnity plan coverage for each dependent category for those qualifying employees who decide to be covered by (a) (1) above.
 - (a) This amount shall be used as a credit to the appropriate category of dependent coverage selected by the employee.
 - (b) This credit shall only be available to those employees who qualify and elect to receive dependent coverage.
 - (c) Under no circumstances will the City contribute more to the cost of dependent coverage than the actual cost of that coverage.
 - (d) This credit shall only be available to active employees.
- (3) If the cost of dependent coverage selected by the employee under (a) (2) above exceeds the maximum City contributions, the employee shall pay the additional cost.
- (4) All qualified employees who select coverage under Section (a) (1) above shall be covered by, and the City contributions shall be made for, the plan(s) of their choice on the first of the month following thirty (30) calendar days of their initial date of hire, provided that the employee enrolls in such coverage in accordance with the provisions of the plan selected.
- (5) Specific medical and dental benefit levels and premium costs are not set forth in this contract for the insurance programs available under this contract.

- (a) It is understood that plan benefits are determined by the providers and the City. As such, plan benefit levels are not subject to bargaining under this contract.
 - (b) The City assumes no responsibility for replacement of benefits which may be changed.
 - (c) It is understood that plan costs, premiums or funding levels for employee and dependent categories are determined by the providers and not subject to bargaining under this contract. It is understood that the terms plan costs and funding levels as used in this paragraph do not include reference to the amount the City contributes toward these costs.
 - (d) The City assumes no responsibility for increased plan costs except as provided in Section (a) of this Article.
- (6) The City agrees to provide an open enrollment period at least annually. Such enrollment period and employee and dependent eligibility shall be in accordance with the policies and rules of the insurance carrier or carriers, including the City, for self-funded plans.
- (7) Each medical insurance or health plan provides for coordination with Medicare coverage and any employee who participates in a plan is subject to the requirements of that plan, including provisions relating to Medicare.
- (a) The City is not responsible for the replacement of benefits which may be reduced, eliminated or made more expensive as a result of coordination's with Medicare.
 - (b) City contributions are not payable toward contributions an employee is required to make to the Federal government for Medicare coverage.
- (b) Leave of Absence. An employee on leave of absence from the City may continue to carry City group insurance by making full premium payment. The selection of a company or agency to carry such group insurance shall be the responsibility of the City Manager, or their designee, with the assistance and consultation of a committee from the RAPG.
- (c) Flexible Compensation. Should flexible compensation be instituted for any group of City employees, either party may reopen negotiations to consider allowing a similar opportunity for members of the RAPG units.
- (d) Health Insurance Upon Retirement. Effective July 1, 2002, the City agrees to pay one hundred percent (100%) of the health and life insurance premium for the employee only coverage category for any employee who retires and who has either thirty (30) or more years of full-time continuous, regular service with the City of Reno, or twenty-five (25) or more full-time years of continuous, regular service with the City of Reno, plus up to five (5) years of additional PERS credit (for a total of thirty (30) or more years of service credit), and eighty-five percent (85%) for twenty-five (25) or more years under the same conditions. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for Federal benefits

under Medicare or other Federal programs or reaches age sixty-five (65), whichever occurs first. It is the intent of the parties throughout this Article that if the minimum age for Medicare eligibility is raised above age sixty-five (65), and the individual retiree is affected by that change, then the age sixty-five (65) limit will not apply to that retiree. The City shall have the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees.

Effective July 1, 2002, the City agrees to pay seventy-five percent (75%) of the health and life insurance premium for the employee only coverage category for any employee who retires and who has either twenty (20) or more years of full-time continuous, regular service with the City of Reno, or fifteen (15) or more full-time years of continuous, regular service with the City of Reno, plus up to five (5) years of additional PERS credit (for a total of twenty (20) or more years of service credit). To qualify the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status, and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for Federal benefits under Medicare or other Federal programs or reaches age sixty-five (65), whichever occurs first. The City shall have the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees.

Effective July 1, 2002, the City agrees to pay sixty percent (60%) of the health and life insurance premium for the employee only coverage category for any employee who retires and who has either fifteen (15) or more years of full time continuous, regular service with the City of Reno, or ten (10) or more full-time years of continuous, regular service with the City of Reno, plus up to five (5) years of additional PERS credit (for a total of fifteen (15) or more years of service credit). To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status and must receive retirement benefits from PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for Federal benefits under Medicare or other Federal programs or reaches age sixty-five (65), whichever occurs first. The City shall have the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees.

The City agrees to pay fifty percent (50%) of the health and life insurance premium for the employee only coverage category for any employee hired prior to July 1, 2002, who retires and who has ten (10) but less than fifteen (15) years of full time continuous, regular service with the City of Reno. Employees hired after July 1, 2002 must have a minimum of fifteen (15) years of City service to be eligible for post- retirement benefits. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for Federal benefits under Medicare or other Federal programs or reaches age sixty-five (65), whichever occurs first. The City shall have the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees.

Any employee who is hired by the City after October 1, 2014 shall not be eligible for retiree medical benefits described in this Article for City paid retiree health insurance benefits.

The Parties hereby confirm that the original intent of the term "years of additional PERS

credit” was that the credit was to have been purchased by the employee only while an employee of the City of Reno. The Parties have continuously interpreted and shall continue to interpret the language in that way. However, as a one- time exception the parties agree that employees hired by the City on or before July 1, 2014 may receive credit for up to five (5) years of additional PERS credit even if that credit had been purchased or earned while working for another Nevada agency in a PERS compensable position.

(e) Life Insurance.

(1) As part of the coverage provided in Section (a) above, each employee enrolled in the City’s group health and life insurance programs shall be provided term life insurance under a policy which offers coverage in an amount equivalent to one (1) times the employee’s annual base salary. The amount of term life insurance coverage shall be subject to the reduction formula specified in the group term life insurance policy for those employees who retire and continue as part of the City of Reno insurance group.

(2) A supplemental life insurance program shall be offered to employees covered by this contract. An employee selecting this supplemental coverage shall be responsible for paying the full cost of the premium.

(f) LTD Insurance. The City shall provide, at no cost to the employee, a long-term disability insurance plan for unit members.

ARTICLE NO. 13. CHANGE OF RESIDENCE:

All employees covered by this agreement will, in accordance with current City policy, notify the City no later than ten (10) days subsequent to a change of residence by said employee.

ARTICLE NO. 14. RETIREMENT:

(a) The retirement rate of compensation will be in accordance with NRS 286.

(b) PERS rate increases/decreases on and after July 1, 2011 to be split equally between the City and the employee, regardless of work schedule. The salary schedule shall be considered to be automatically decreased by one-half of any PERS increases and increased by one-half of any PERS decreases.

ARTICLE NO. 15. TRAINING COURSES:

An employee will be reimbursed for college or university semester or short- course educational training courses pursuant to the following:

(a) To be eligible for reimbursement, the educational training courses must be approved in advance by the Department Head or their designee and shall not be unreasonably denied.

(b) The training must be directly related to the required skill or education for the employee’s current position; no reimbursement merely for promotional preparation.

- (c) Only a full-time, regular employee who has been so employed for at least one (1) year will be eligible for reimbursement. Further eligibility will be determined by their Department Head/Division Head in accordance with the departmental training program as approved by the City Manager.
- (d) Effective on the date of ratification of this Agreement by City Council, no employee will be reimbursed for more than two thousand five hundred dollars (\$2,500) per fiscal year. Reimbursement will not be affected if the cost is assumed by any other institution, scholarship or grant-in-aid.
- (e) Reimbursable expenses shall be restricted to tuition, course fees and required textbooks. While educational training courses should normally be taken on the employee's own time, exception may be granted by the City Manager, in which case up to four hours per week may be granted for class attendance, and shall not be deducted from annual leave or be recorded as unexcused absence.
- (f) Reimbursement will be effected upon presentation of evidence to substantiate the expense, evidence of a passing grade, or if the educational training course is of a nature such that no grade is given, a certificate of completion and the surrender of all textbooks for placement in the departmental reference library.

ARTICLE NO. 16. WORK SCHEDULE:

1. The normal work period of employees covered by this Agreement shall consist of eighty (80) hours biweekly. Employee will have the opportunity to work one of the following four work schedules:
 - a. Five (5) day, eight (8) hours per day schedule (5/8 schedule);
 - b. Four (4) day, ten (10) hours per day schedule (4/10 schedule);
 - c. Five (5), nine (9) hour days the first week, and three (3) nine hour days and one eight (8) hour day(s) the second week, affording them a three day weekend every other week (9/80 schedule); or
 - d. Four (4) nine (9) hour days and one (1) four (4) hour day per week schedule (4-9-4 schedule).
2. Employees working a five (5) day, forty (40) hour week shall receive two (2) consecutive days off in the work week unless otherwise approved by the employee and the City or due to a permanent work schedule change. Employees on a 4/10 alternative work schedule will normally receive three (3) consecutive days off. Employees on a 9/80 alternative work schedule shall normally receive three (3) consecutive days off one week and two (2) consecutive days off the other week.
3. For the purposes of a 9/80 schedule, the following shall apply:
 - a. Hours worked in "Week 1" must be 8 hrs, 9 hrs, 9 hrs, 9 hrs, 9 hrs (total 44). These days may be worked in any order, but must contain four (4) nine (9) hour days and one (1) eight (8) hour day. Hours worked in "Week 2" must be 0 hrs, 9 hrs, 9 hrs,

9 hrs, 9 hrs (total 36). Total hours worked in the two-week period above must equal 80 hours. These days may be worked in any order subject to (3)(b) below.

- b. Employee acknowledges that for the purpose of designating the seven-consecutive-day work period for the calculation of overtime in a 9/80 schedule for non-exempt employees, the first workweek of each pay period shall commence at the midpoint of the employee's shift of the 8-hour day in "Week 1" and at the midpoint of the day off in "Week 2." The second workweek of each pay period shall commence at the midpoint of the day off and end at the midpoint of the 8-hour day the following week. These periods, for each employee participating in the 9/80 schedule, are specifically designated and declared, in accordance with the Fair Labor Standards Act (FLSA). The off day and the 8-hour day shall always be on the same day of the week. Generally, this schedule is firm and cannot be changed from week to week. However, the day off may be changed to a different day every three (3) months or when mutually agreed upon.
4. When an employee is ordered by the City to attend training, the time spent in training (classroom training and/or compulsory homework assignments) shall be counted as hours worked. An employee's work schedule may be changed temporarily, without written notice, to accommodate attendance for training.
5. Employees shall be given at least fifteen (15) working days written notice prior to a change in their assigned hours of work, unless due to an emergency or unless mutually agreed to by the City and the Association. If fifteen (15) working days notice is not given prior to requiring a change to assigned hours of work, and that work results in hours worked in excess of the scheduled hours per week then the employee shall be compensated per Article 3 (b)(5)(d). Flextime scheduling will not be used to avoid overtime.
6. Notwithstanding "1" above, employees of a specific section, unit, division or department may work a modified workweek, subject to approval by the City and the Association.
7. Nothing contained herein shall be construed as limiting or preventing the City from establishing work shifts when mutually negotiated with the City and the Association.
8. In order to maintain community relations, all employees covered by this agreement may join and attend community service clubs or professional associations of their choice. Time for attendance shall be granted up to one hour per week without loss of pay for attendance purposes provided it does not interfere with City operations.

ARTICLE NO. 17. GRIEVANCE - ARBITRATION PROCEDURE:

(a) Discipline/Discharge

(1) Disciplinary action or measures may be imposed upon an employee for just cause. For the purpose of this Article, a disciplinary action or measure shall be defined as a letter of written reprimand, suspension, or discharge.

(a) The parties to this Agreement recognize and subscribe to the philosophy of progressive discipline. Progressive discipline is an effective, reasonable system of disciplinary action that is founded on the premise that disciplinary

actions are, where possible, to be corrective rather than punitive; that generally disciplinary actions are to be progressively more severe; and that the disciplinary actions imposed, and their progression fit the nature of the specific circumstances.

- (b) The City may conduct a preliminary review or inquiry to determine the egregiousness of an employee's conduct and whether a formal investigation is necessary. The formal investigation shall be conducted in accordance with this Article.
- (c) If the City determines that an employee's alleged misconduct is egregious and may warrant disciplinary action, the City will initiate and conduct an impartial fact-finding investigation to determine if there is evidence to support disciplinary action.
- (d) An employee who is the subject of an administrative or independent investigation that could lead to disciplinary action shall be provided a written notice of the investigation.
- (e) The written notice given to the subject employee will be issued prior to questioning. The notice shall include:
 - A. A description of the nature of the investigation;
 - B. A summary of alleged misconduct of the employee including the policies that are being investigated;
 - C. The date, time and place of the investigatory interview;
 - D. The person in charge of the investigation and the individual who will conduct the investigation; and
 - E. The name of any other person who will be present during the investigation.
- (f) Immediately before any investigatory interview begins, the person conducting the investigation shall inform the employee who is the subject of the investigation orally on the record that the employee is required to provide a truthful statement and answer questions related to the employee's alleged misconduct and if the employee fails to provide such a statement or to answer any such questions, the City may charge the employee with insubordination.
- (g) The interviews may be recorded by the parties.
- (h) The scope of questions during the investigatory hearing shall be limited to the alleged misconduct of the employee who is the subject of the investigation.
- (i) If any evidence is discovered during the course of an investigation or hearing which establishes or may establish any other possible misconduct engaged in by the employee, the City shall notify the employee of that fact and shall not conduct any further interrogation of the employee concerning the possible

misconduct until a subsequent notice of that evidence and possible misconduct is provided to the employee unless the employee waives that right and allows the additional allegations to be heard during the initial investigative interview.

- (j) Upon the employee receiving notification of the investigatory hearing, the City shall complete the investigation within forty-five (45) days. The time constraints may be extended beyond the forty-five (45) days providing exigent circumstances exist to prevent a thorough investigation. In such an instance, the affected employee and their representative, if there is one, will be provided with written notice within ten (10) calendar days of the exigent circumstances as to why the investigation had to be extended.
 - (k) If the investigation concludes that no violations of policy(ies)/statute(s) occurred the employee shall immediately be notified that the findings were not sustained, unfounded or exonerated.
 - (l) If the investigation concludes findings of violation(s) or policy(ies)/statute(s) occurred the employee shall be immediately notified of the findings and notified of the appeal rights as described in this Article.
- (2) Disciplinary actions may be processed as a grievance through the grievance procedure set forth below or, where applicable to the employee, appealed to the Civil Service Commission in accordance with their rules and regulations:
- (a) Letters of written reprimand and suspensions of three (3) days and under shall only be subject to review through the City Manager. Said discipline shall not be subject to arbitration or review of the Civil Service Commission. The decision of the City Manager shall be final and binding.
 - (b) Any employee choosing to pursue an appeal through the Civil Service Commission waives their right to pursue the grievance-arbitration procedure set out below and such remedy shall no longer be available to that employee. An employee pursuing an appeal under the grievance-arbitration procedure of this contract waives their right to pursue review before the Civil Service Commission.
- (3) If an employee is subjected to any administrative investigation, the employee shall be entitled to up to two (2) representatives of their choice at any stage of the administrative investigation or hearing.
- (b) A grievance is a disagreement between an individual or the RAPG and the City concerning the interpretation, application or enforcement of the express terms of this agreement. Excluded from the grievance-arbitration procedure are those items so referenced as exclusions throughout the body of this contract dealing with performance evaluations, merit salary adjustments, reclassifications, salary rates upon initial appointment, and promotion.
 - (c) If, after discussion between the individual and their immediate supervisor, a disagreement still exists, the RAPG may proceed as follows:

Step 1. Within ten (10) workdays after the occurrence or the event giving rise to the

grievance or after the grievant should have reasonably become aware of the occurrence, present a signed, written grievance, to the Department Head. The Department Head has up to ten (10) workdays to respond.

Step 2. If the Department Head has not responded or RAPG does not concur with the Department Head's proposed solution, RAPG has ten (10) workdays thereafter to submit the grievance to the City Manager.

Step 3. If the City Manager has not responded or the RAPG does not concur with the City Manager's proposed solution, RAPG has ten (10) workdays thereafter to notify the City Manager in writing that it is submitting the grievance to arbitration. If the employee and/or RAPG elects to appeal the discipline, the employee, their representative(s) and/or the Associations shall be provided a complete copy of the investigation including any notes, recordings, transcribed copies of interview, if available, or documents used by the City to reach the sustained findings. The City will ensure confidentiality where appropriate.

- (d) Within ten (10) workdays of receipt by the City of notification of submission to arbitration, an arbitrator shall be selected by mutual agreement. If the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators shall be made by the Association to the Federal Mediation and Conciliation Service (FMCS). Costs for the list shall be borne equally by the parties.
- (e) An arbitrator shall be selected by alternately striking names from the list described in (d). The order of striking shall be determined by coin toss with the winner of the coin toss making the decision on who will initially strike the first name.
- (f) The arbitrator shall not have authority to modify, amend, alter, add or subtract from any of the provisions of this agreement.
- (g) The decision of the arbitrator shall be final and binding on all parties concerned.
- (h) The parties shall present witnesses and other evidence at Step 1 of the grievance procedure. The parties shall make full disclosure of all evidence then known to them that bears on the grievance at each step of the grievance procedure.
- (i) The costs of arbitration shall be borne in accordance with this Article.
 - (1) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultation, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the party incurring the expense.
 - (2) The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the City and the Association or by the City and the individual if the Association has not approved the arbitration.
 - (3) If a court reporter is requested by either party or the arbitrator, The cost of the court reporter will be borne equally by the parties.

- (j) As used in the Article, the term “workday” means the days Monday through Friday inclusive, but does not include any holiday set forth in Article 5(a).
- (k) Nothing contained herein shall preclude an employee with or without representation from bringing a problem not covered herein through the chain of command to the Department Head and the City Manager on an informal and oral basis. Employees are encouraged to use the Informal Dispute Resolution Process, which shall not affect any time lines specified within this procedure.
- (l) Every effort should be made to complete actions within the time limits contained herein, but with written mutual consent of the RAPG and the City, the time limitations for any step may be extended.
- (m) Any member choosing to appeal a grievance to arbitration, without Association approval, shall bear all costs on their own.
- (n) The “City Manager” or “Department Head” shall mean the City Manager, Department Head or their designee, respectively.
- (o) The time limits specified in the preceding sections may be extended by mutual written agreement of both parties.

(3) Disciplinary Records

- (a) Upon written request from the Association or employee, the Human Resources Department shall remove records of disciplinary action from all the employee’s personnel files when there has been no recurrence of same or similar disciplinary action in accordance with the following:

- 1. Written reprimands shall be removed after twenty-four (24) months from the date of the incident giving rise to the reprimand if there has been no other same or similar discipline.

- (a) Disciplinary actions shall be documented in the employee’s performance evaluation for that review period.

- (b) The City shall notify the Association and the employee when the record of disciplinary action has been removed.

ARTICLE NO. 18. BUSINESS RELEASE TIME:

- (a) The negotiating team for the Administrative-Professional Group shall be granted leave from duty with full pay for attendance at negotiating meetings when such meetings take place at a time when the members of the negotiating team are scheduled to be on duty. The number of team members will be agreed to during Ground Rule Negotiations.
- (b) Employees who participate in committees created or sponsored by the City shall be released from duties to attend meetings or proceedings in connection with such City business. Committee meetings shall be scheduled so as not to interfere with normal work

schedules whenever possible. The employee members of such committees will be paid by the City for time spent in the meetings or proceedings, but only for straight time hours they would have otherwise worked.

- (c) The RAPG President, Vice President, Treasurer and Secretary shall have access to a pool of one hundred (100) hours of release time per fiscal year for Professional Unit business.
- (d) The Administrative-Professional Group shall have the privilege to use the City's copy machine for Group business not to exceed three hundred fifty (350) sheets per month; provided, however, that additional use may be allowed upon approval of the City Manager, or their designee.
- (e) The Association may post material on City bulletin boards in the break room at North East Community Center, Corporation Yard, Police Department, at Evelyn Mount Northeast Community Center, Finance Department, and on the second floor of City Hall. The Association shall have the responsibility to update and maintain the bulletin boards.

ARTICLE NO. 19. SAVINGS CLAUSE:

- (a) This agreement is the entire agreement of the parties terminating all prior agreements, arrangements, and practices, and concluding all negotiations during the term of this agreement. The City or the RAPG Professional Unit may request meetings to discuss their views relative to working rules or proposed changes therein. Such meetings shall be convened prior to the implementation of the rule, regulations, amendments or cancellation.
- (b) Should any provision of this agreement be found to be in contravention of any federal or state law, the Reno City Charter or, where applicable, the Rules and Regulations of the Reno Civil Service Commission by a court of competent jurisdiction, such particular provisions shall be null and void, but all other provisions of this agreement shall remain in full force and effect.

ARTICLE NO. 20. STRIKES:

The RAPG Professional Unit agrees not to promote, sponsor or engage in any of the following: Strikes against the City; slowdowns or interruptions of operations; concerted stoppage of work; absence from work upon any pretext or excuse, such as illness which is not founded in fact; or any other intentional interruption of the operations of the City regardless of the reason for so doing.

ARTICLE NO. 21. GROUP DUES:

- (a) Employees may authorize payroll deductions for the purpose of paying group dues. Upon written authorization to the City's Accounting Department from the employee, the City agrees to deduct on a bi-weekly basis from the wages of said employee such sums as he/she may specify for the United Fund, City of Reno Credit Union, Group Dues, City of Reno Group Health and Accident Insurance Plan, U.S. Savings Bonds, or such other purposes as the City may hereafter approve. No authorization shall be allowed for

payment of initiation fees, assessments or fines.

- (b) Dues deductions shall be made upon presentation of a written authorization individually and voluntarily executed by any employee. The authorization shall be in writing on forms provided by the Group and approved by the City. Monthly payroll deductions shall be forwarded to the Treasurer of the local Group. The City further agrees to continue to honor present dues deduction authorization executed by the employee.
- (c) The City agrees not to honor any check-off authorizations or dues deductions authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.
- (d) The Group agrees to indemnify, defend, and hold the City harmless against any and all claims or suits that may arise out of or by reason of action taken by the City in reliance upon any authorization cards submitted by the Group to the City. The Group agrees to refund to the City any amounts paid to it in error or on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.
- (e) The Group will certify to the City in writing the current rate of membership dues. The City will be notified of any changes in the rate of membership dues thirty (30) days prior to the effective date of such change.
- (f) The City will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 15th of the month prior to the distribution of the payroll from which the deductions are to be made.
- (g) No later than July 1 of each year, the Group will provide the City with a list of those employees who have voluntarily authorized the City to deduct dues for the Group. The Group will notify the City monthly of any changes in said list. An employee desiring to have the City discontinue deductions he/she has previously authorized must notify the City and the Group in writing by August 31 of each year for that year's dues.
- (h) The employee's earnings must be regularly sufficient after other legally required deductions are made to cover the amount of the appropriate Group dues, when a member in good standing of the Group is in non-pay status for an entire pay period. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Group dues.

ARTICLE NO. 22. EFFECTIVE DATE AND DURATION:

This agreement shall become effective on July 1, 2022 and shall continue in full force and effect through June 30, 2024.

Any employee who separates from employment prior to this successor Agreement being ratified by the City Council, shall be eligible to receive a one-time (to be determined) payment prorated on the number of days in pay status from July 1, 2022 to the date of their separation.

ARTICLE NO. 23. RIGHTS OF MANAGEMENT

- (a) Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiation include:
 - (1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
 - (2) The right to reduce in force or lay off any employee because of lack of work or lack of funds.
 - (3) The right to determine:
 - (i) Appropriate staffing levels and work performance standards, except for safety considerations;
 - (ii) The content of the workday, including without limitation workload factors, except for safety considerations;
 - (iii) The quality and quantity of services to be offered to the public; and
 - (iv) The means and methods of offering those services.
 - (4) Safety of the public.
- (b) Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
- (c) The provisions of this Article include without limitation and the provisions of this section recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE NO. 23. RIGHTS OF ASSOCIATION

- A.
 - 1. The Association may designate three (3) local Association representatives in addition to the Association board. The Association shall notify the Human Resources Office in writing, of the names of the Association board members and the local Association representative including jurisdictional area as soon as practicable.

2. The City shall provide the Association board members and Association representatives reasonable release time to serve in their capacity. The representative may utilize that time to participate in Association duties arising within their jurisdictional area, those duties being defined as:
 - (a) The investigation of a bargaining unit member's grievance or potential grievance;
 - (b) Representation of a member/grievant at any step of the grievance procedure established herein; and
 - (c) Consultation with duly accredited representatives of the Association on matters involving the Association's relationship with the City.
 3. The designated representative(s) shall receive approval from their immediate supervisor each time they wish to conduct appropriate Association business and may be relieved of duty unless operational demands preclude permission to leave the work location being granted.
- B. Per Diem and/or travel shall not be provided by the City. The scheduling of time off under this provision requires the advance approval of the Department Director or designee.
- C. The Association may: use City conference rooms and similar building facilities with employees in the unit it represents; post material on bulletin boards provided to serve employees in the unit it represents; and visit work locations to confer with its members regarding grievances or other business within the scope of representation or as otherwise provided for in this Agreement.
1. Use of City meeting facilities requires reasonable advance notice to the appropriate City official and is subject to prior scheduling.
 2. The Association shall be entitled to reasonable use of bulletin boards at work locations where they are established or where they may be located as agreed upon by the Union and the appropriate Human Resources. The Association shall have the responsibility to update and maintain the bulletin boards.
- D. The Association may use City telephones, cell phones, and City computers for E-mail in carrying out those duties identified in paragraph A.2 above so long as such use does not interfere with the performance of their public duties, the cost or value related to the use is nominal, and the use does not create the appearance of impropriety.
- E. Effective July 1, 2023, the City shall allow each employee covered under this agreement to voluntarily contribute annually up to eight (8) hours of vacation or compensatory time to be maintained in a leave bank for use by the Association.
1. Time will be donated and deducted once on an annual basis and an employee must submit a written request to Central Payroll on or before the end of the payroll period encompassing December 31 approving the donation.
 2. The donation will be made in an equivalent value of dollars based upon the employee's base rate of pay at the time of donation for the number of hours being

donated. Deductions from this bank will then be made at the hourly rate of the employee utilizing the time.

- 3. This time may be used by the Association to release any designated member of the Association from regular duty to perform Association business as determined by the Association. This time cannot be unreasonable denied by the City Manager or their designee. In the event that the hours are not completely used in the calendar year, excess hours will be cumulative and will remain in and be maintained in the Association release time bank.
- 4. The President of the Association is permitted to delegate use of said time to other Association members.

/

IN WITNESS WHEREOF, the City and the RAPG Professional Unit have caused these presents to be duly executed by their authorized representatives this 7th day of July, 2022

RENO ADMINISTRATIVE AND PROFESSIONAL GROUP, PROFESSIONAL UNIT

By: [Signature]
Chief Negotiator

[Signature]
President

CITY OF RENO

By: [Signature]
Mayor

Attest:

[Signature]
City Clerk



WITNESSETH:

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

By: William Cooper, CAO

APPENDIX A
ALPHABETICAL LIST OF CLASSES
RENO ADMINISTRATIVE/PROFESSIONAL GROUP
PROFESSIONAL UNIT

<u>Class Code</u>	<u>Class Title</u>
5214	Accountant
5797	Assistant Emergency Communications Manager
5717	Assistant Golf Course Supervisor
5957	Assistant Planner
5561	Associate Civil Engineer
5958	Associate Planner
9759	City Surveyor
5947	Crime Analyst
5119	Database Administrator
5144	Digital Asset Coordinator
5745	Environmental Services Supervisor
5131	GIS Analyst
5723	Golf Course Maintenance Supervisor
9311	Horticulturist
5523	Hydrologist
1322	Information Systems Supervisor
5935	Landscape Architect
5934	Management Analyst
5124	Network Analyst
5118	Network Program Manager
5128	Park Development Planner
3131	Park Maintenance Supervisor
5522	Project Coordinator
9372	Property Program Manager
9373	Property Agent
5959	Public Arts Specialist
5134	Purchasing Program Manager

5727	Recreation Supervisor
5217	Revenue Program Manager
5215	Senior Accountant
5562	Senior Civil Engineer
5954	Senior GIS Analyst
5125	Senior Network Analyst
5939	Senior Planner
5716	Senior Services Supervisor
5114	Senior Systems Analyst
5103	Strategic Planning Program Manager
5126	Systems Analyst
5724	Therapeutic Recreation Specialist
5719	Urban Forester
5948	Victim Witness Advocate Supervisor
5109	Water Reclamation Facility Supervisor

APPENDIX B-1
RAPG PRO
Salary Schedule Effective July 1, 2022 to June 30, 2023
Wage Increase of 7.0%

**Classification
RAPG PRO
Salary Schedule Effective July 1, 2022
WAGE INCREASE OF 7.0%**

		*****STEP*****					
Classification	Grade	1	2	3	4	5	
Assistant Golf Course Supervisor*	R25	34.97	36.72	38.55	40.49	42.49	Hourly
		2,797.52	2,937.60	3,083.68	3,239.20	3,399.20	Bi-Weekly
		72,735.64	76,377.60	80,175.68	84,219.20	88,379.20	Annual
	R26	36.72	38.55	40.49	42.49	44.63	Hourly
		2,937.60	3,083.68	3,239.20	3,399.20	3,570.40	Bi-Weekly
		76,377.60	80,175.68	84,219.20	88,379.20	92,830.40	Annual
Assistant Planner Accountant Victim Witness Advocate Supervisor	R27	38.55	40.49	42.49	44.63	46.84	Hourly
		3,083.68	3,239.20	3,399.20	3,570.40	3,747.20	Bi-Weekly
		80,175.68	84,219.20	88,379.20	92,830.40	97,427.20	Annual
Crime Analyst (formerly Statistician) Horticulturist	R28	40.49	42.49	44.63	46.84	49.18	Hourly
		3,239.20	3,399.20	3,570.40	3,747.20	3,934.56	Bi-Weekly
		84,219.20	88,379.20	92,830.40	97,427.20	102,298.56	Annual
Associate Planner City Surveyor GIS Analyst Golf Course Maintenance Supervisor* Management Analyst Park Development Planner Park Maintenance Supervisor Property Agent Public Arts Specialist Purchasing Program Manager Recreation Supervisor Revenue Program Manager Senior Accountant Senior Services Supervisor (formerly Senior Services Liaison) Therapeutic Recreation Specialist (formerly Adaptive/Therapeutic Recreation Specialist) Urban Forester	R29	42.49	44.63	46.84	49.18	51.67	Hourly
		3,399.20	3,570.40	3,747.20	3,934.56	4,133.69	Bi-Weekly
		88,379.20	92,830.40	97,427.20	102,298.56	107,475.89	Annual

**Classification
RAPG PRO
Salary Schedule Effective July 1, 2022
WAGE INCREASE OF 7.0%**

		*****STEP*****					
Classification	Grade	1	2	3	4	5	
Assistant Emergency Communications Manager (formerly Assistant Communications Manager) Hydrologist Network Analyst Project Coordinator Systems Analyst	R30	44.63	46.84	49.18	51.67	54.25	Hourly
		3,570.40	3,747.20	3,934.56	4,133.69	4,340.37	Bi-Weekly
		92,830.40	97,427.20	102,298.56	107,475.89	112,849.68	Annual
Information Systems Supervisor Property Program Manager Strategic Planning Program Manager Water Reclamation Facility Supervisor	R31	46.84	49.18	51.67	54.25	56.96	Hourly
		3,747.20	3,934.56	4,133.69	4,340.37	4,556.80	Bi-Weekly
		97,427.20	102,298.56	107,475.89	112,849.68	118,476.80	Annual
Asset Data Program Manager Landscape Architect Mental Health Counselor Senior Network Analyst Senior Planner Senior Systems Analyst Server Administrator	R32	49.18	51.67	54.25	56.96	59.79	Hourly
		3,934.56	4,133.69	4,340.37	4,556.80	4,783.04	Bi-Weekly
		102,298.56	107,475.89	112,849.68	118,476.80	124,359.04	Annual
Associate Civil Engineer Environmental Services Supervisor (formerly Environmental Control Supervisor) Network Program Manager*	R33	51.67	54.25	56.96	59.79	62.80	Hourly
		4,133.69	4,340.37	4,556.80	4,783.04	5,024.00	Bi-Weekly
		107,475.89	112,849.68	118,476.80	124,359.04	130,624.00	Annual
Database Administrator Digital Asset Coordinator	R34	54.25	56.96	59.79	62.80	65.93	Hourly
		4,340.37	4,556.80	4,783.04	5,024.00	5,274.40	Bi-Weekly
		112,849.68	118,476.80	124,359.04	130,624.00	137,134.40	Annual
Senior Civil Engineer	R35	56.96	59.79	62.80	65.93	69.23	Hourly
		4,556.80	4,783.04	5,024.00	5,274.40	5,538.12	Bi-Weekly
		118,476.80	124,359.04	130,624.00	137,134.40	143,991.12	Annual

*Currently not used

APPENDIX B-2
PAPG PRO
Salary Schedule Effective July 1, 2023 to June 30, 2024
WAGE INCREASE OF 2.5%

**Classification
RAPG PRO
Salary Schedule Effective July 1, 2023
WAGE INCREASE OF 2.5%**

		*****STEP*****					
Classification	Grade	1	2	3	4	5	
Assistant Golf Course Supervisor*	R25	35.84	37.64	39.51	41.50	43.55	Hourly
		2,867.46	3,011.20	3,160.96	3,320.00	3,484.00	Bi-Weekly
		74,554.03	78,291.20	82,184.96	86,320.00	90,584.00	Annual
	R26	37.64	39.51	41.50	43.55	45.75	Hourly
		3,011.20	3,160.96	3,320.00	3,484.00	3,660.00	Bi-Weekly
		78,291.20	82,184.96	86,320.00	90,584.00	95,160.00	Annual
Assistant Planner Accountant Victim Witness Advocate Supervisor	R27	39.51	41.50	43.55	45.75	48.01	Hourly
		3,160.96	3,320.00	3,484.00	3,660.00	3,840.80	Bi-Weekly
		82,184.96	86,320.00	90,584.00	95,160.00	99,860.80	Annual
Crime Analyst (formerly Statistician) Horticulturist	R28	41.50	43.55	45.75	48.01	50.41	Hourly
		3,320.00	3,484.00	3,660.00	3,840.80	4,032.84	Bi-Weekly
		86,320.00	90,584.00	95,160.00	99,860.80	104,853.84	Annual
Associate Planner City Surveyor GIS Analyst Golf Course Maintenance Supervisor* Management Analyst Park Development Planner Park Maintenance Supervisor Property Agent Public Arts Specialist Purchasing Program Manager Recreation Supervisor Revenue Program Manager Senior Accountant Senior Services Supervisor (formerly Senior Services Liaison) Therapeutic Recreation Specialist (formerly Adaptive/Therapeutic Recreation Specialist) Urban Forester	R29	43.55	45.75	48.01	50.41	52.96	Hourly
		3,484.00	3,660.00	3,840.80	4,032.84	4,236.88	Bi-Weekly
		90,584.00	95,160.00	99,860.80	104,853.84	110,158.93	Annual

**Classification
RAPG PRO
Salary Schedule Effective July 1, 2023
WAGE INCREASE OF 2.5%**

		*****STEP*****					
Classification	Grade	1	2	3	4	5	
Assistant Emergency Communications Manager (formerly Assistant Communications Manager) Hydrologist Network Analyst Project Coordinator Systems Analyst	R30	45.75	48.01	50.41	52.96	55.61	Hourly
		3,660.00	3,840.80	4,032.84	4,236.88	4,448.73	Bi-Weekly
		95,160.00	99,860.80	104,853.84	110,158.93	115,666.88	Annual
Information Systems Supervisor Property Program Manager Strategic Planning Program Manager Water Reclamation Facility Supervisor	R31	48.01	50.41	52.96	55.61	58.38	Hourly
		3,840.80	4,032.84	4,236.88	4,448.73	4,670.40	Bi-Weekly
		99,860.80	104,853.84	110,158.93	115,666.88	121,430.40	Annual
Asset Data Program Manager Landscape Architect Mental Health Counselor Senior Network Analyst Senior Planner Senior Systems Analyst Server Administrator	R32	50.41	52.96	55.61	58.38	61.28	Hourly
		4,032.84	4,236.88	4,448.73	4,670.40	4,902.32	Bi-Weekly
		104,853.84	110,158.93	115,666.88	121,430.40	127,460.32	Annual
Associate Civil Engineer Environmental Services Supervisor (formerly Environmental Control Supervisor) Network Program Manager*	R33	52.96	55.61	58.38	61.28	64.37	Hourly
		4,236.88	4,448.73	4,670.40	4,902.32	5,149.60	Bi-Weekly
		110,158.93	115,666.88	121,430.40	127,460.32	133,889.60	Annual
Database Administrator Digital Asset Coordinator	R34	55.61	58.38	61.28	64.37	67.58	Hourly
		4,448.73	4,670.40	4,902.32	5,149.60	5,406.28	Bi-Weekly
		115,666.88	121,430.40	127,460.32	133,889.60	140,563.28	Annual
Senior Civil Engineer	R35	58.38	61.28	64.37	67.58	70.96	Hourly
		4,670.40	4,902.32	5,149.60	5,406.28	5,676.59	Bi-Weekly
		121,430.40	127,460.32	133,889.60	140,563.28	147,591.44	Annual

*Currently not used