

# City Manager's Office

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## MEMORANDUM

**DATE:** May 5, 2023

**TO:** Mayor and City Council

**THROUGH:** Doug Thornley, City Manager Approved Electronically

**FROM:** Norma Santoyo, Director of Human Resources

**SUBJECT:** Reopener Language in the City's various Collective Bargaining Agreements

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During the May 3, 2023 Reno City Council and Redevelopment Agency Board Special Meeting Agenda Item B.1 discussion, staff was asked to provide reopener language found in the City's Collective Bargaining Agreements (CBAs) and NRS 288.

The attached Reopener Language Matrix reflects the totality of language within the various CBAs related to contract reopeners as well as the language found in NRS 288.150 subsection 6.

## Reopener Language Matrix

Guiding Document	Reopener Type	Language
NRS 288.150 (6)	Fiscal Emergency	<p>6. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to:</p> <p>(a) Reopen a collective bargaining agreement for additional, further, new or supplementary negotiations relating to compensation or monetary benefits during a period of fiscal emergency. Negotiations must begin not later than 21 days after the local government employer notifies the employee organization that a fiscal emergency exists. For the purposes of this section, a fiscal emergency shall be deemed to exist:</p> <p>(1) If the amount of revenue received by the general fund of the local government employer during the last preceding fiscal year from all sources, except any nonrecurring source, declined by 5 percent or more from the amount of revenue received by the general fund from all sources, except any nonrecurring source, during the next preceding fiscal year, as reflected in the reports of the annual audits conducted for those fiscal years for the local government employer pursuant to <a href="#">NRS 354.624</a>; or</p> <p>(2) If the local government employer has budgeted an unreserved ending fund balance in its general fund for the current fiscal year in an amount equal to 4 percent or less of the actual expenditures from the general fund for the last preceding fiscal year, and the local government employer has provided a written explanation of the budgeted ending fund balance to the Department of Taxation that includes the reason for the ending fund balance and the manner in which the local government employer plans to increase the ending fund balance.</p>

## Reopener Language Matrix

Local 39 CBAs	Fiscal Emergency	<p>Article 21. Effective Date and Duration</p> <p>3. In the event that prior to the expiration of this Agreement, the City claims a "fiscal emergency" as defined below, the parties shall then meet and confer in good faith for the purpose of determining means of alleviating revenue shortfalls for the next fiscal year beginning July 1. Only Article 9 Salaries, shall be opened, unless mutually agreed upon by both parties.</p> <p>The City shall identify the fund(s), the affected department(s) and the names and classifications of all affected employees within the identified(s).</p> <p>a. A "fiscal emergency" exists when as a result of decreasing revenues, one of the following events occur:</p> <ul style="list-style-type: none"> <li>(1) A severe financial emergency of the City is determined by the Nevada Department of Taxation in accordance with NRS 354.685; or</li> <li>(2) The consolidation tax revenue and ad valorem receipts received by the City decline by more than eleven percent (11%) from the fiscal year in the month ending April 30, compared to the prior fiscal in the month ending April 30, and no additional funds have been received to make up less than the eleven percent (11%) decline.</li> </ul> <p>b. A "fiscal emergency" shall not exist or be claimed by the City, if the following exists:</p> <ul style="list-style-type: none"> <li>(1) The City has any reserve fund balances, including any "stabilization reserve" with the exception of minimum reserve funds required by law and those that meet the definition of "restricted assets" as defined by GASB 34. The City agrees to provide the Union with any and all information in regards to all reserve funds.</li> <li>(2) Has any reserve fund balances, including any "stabilization reserve" with the exception of minimum reserve funds required by law and those that meet the definition of "restricted assets" as defined by GASB 34. The City agrees to provide the Union with any and all information in regards to all reserve funds.</li> </ul>
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# Reopener Language Matrix

Guiding Document	Reopener Type	Language
RAPG CBAs	Flexible Compensation	<p>Article 12. Health and Accident Insurance</p> <p>(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.</p>
RAPG Admin Unit CBA	Recession	<p>Article 22. Effective Date and Duration</p> <p>Article 3 Salaries of this agreement shall be subject to negotiations by the parties in the event there is a recession (defined by the Federal Reserve as two consecutive quarters of negative growth in the United States economy).</p>

## Reopener Language Matrix

Guiding Document	Reopener Type	Language
IAFF Local 731 CBA	General	<p>Article 54. Limited Reopeners</p> <p>During the life of this contract, either party may request negotiations on three (3) Articles or new Articles having impact and effect on the Labor Agreement. If such request is made, negotiations shall commence promptly. Such negotiations shall be conducted in accordance with NRS 288 and this contract. The parties agree that an opened Article may have an impact on other Articles, including those listed below. It is specifically agreed that the following Articles are not subject to the provisions of this Article:</p> <p>Preamble - Article 1; Recognition - Article 3; Hours of Duty - Article 4; Vacation - Article 5; Sick Leave - Article 6; Holidays - Article 7; Salaries - Article 8; Overtime Compensation - Article 9; Non-Discrimination - Article 11; Longevity Pay - Article 14; Clothing Allowance - Article 15; On-the-Job Injury - Article 17; Training Courses and Incentives - Article 26; Amending Procedure - Article 31; Savings Clause - Article 32; Duration of Agreement - Article 33; Personnel Reduction - Article 35; Prevailing Rights - Article 44; Benefit Accruals - Article 45; Staffing - Article 46; Consolidation - Article 52; Successorship - Article 53.</p>
RFDA CBA	N/A	None
RPPA CBA	PERS Increase	<p>Article 15. Retirement</p> <p>In the event of a PERS rate increase, to be effective after July 1, 2017, this Article may be reopened for negotiations of non-PERS compensable overtime. The Association must notify the City of their intention to reopen this Article within sixty (60) days of the City notifying the RPPA of a PERS increase.</p>

# Reopener Language Matrix

Guiding Document	Reopener Type	Language
RPSAE CBAs	Recession	<p>Article 16. Salaries</p> <p>Article 16 Salaries of the agreement shall be subject to negotiations by the parties in the event there is a recession (defined by the Federal Reserve as two consecutive quarters of negative growth in the United States Economy.)</p>