

LABOR AGREEMENT

February 1, 2021 – June 30, 2024

CITY OF RENO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

STATIONARY LOCAL #39

SUPERVISORY UNIT

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SUPERVISORY UNIT

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1 **PREAMBLE**

2 This CONTRACT, entered into by the CITY OF RENO, hereinafter referred to as the City, and the
3 INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL #39, AFL-CIO,
4 hereinafter referred to as the Union, has as its purpose the promotion of a responsible labor
5 relations policy between the City and the Union; the establishment of a procedure to orderly and
6 equitably dispose of grievances and complaints; and to set forth the full and entire understanding
7 of the parties regarding rates of pay, hours of work, and other conditions of employment.
8

9 **ARTICLE 1. RECOGNITION AND COVERAGE**

10
11 A. RECOGNITION

- 12
13 1. The City recognizes the Union as the sole and exclusive bargaining agent for all
14 regular full-time and regular part-time employees in the Supervisory Unit.
15
16 2. The Union recognizes the City Manager or his/her designee(s) as the negotiating
17 representative(s) for the City and shall negotiate exclusively with him/her or his/her
18 designee(s), except as otherwise specifically provided in this Contract.
19

20 B. COVERAGE OF EMPLOYEES

- 21
22 1. The Supervisory Unit consists of all City employees as stated in the listing of
23 classes set forth in Appendix A of this Contract.
24
25 2. This Contract applies only to employees in the above described representation unit.
26
27 3. It is understood that the composition of the above described representation unit is
28 subject to change.
29

30 **ARTICLE 2. EMPLOYEE RIGHTS**

31
32 A. GENERAL PROVISIONS

- 33
34 1. Any employee, except for those employees designated as confidential, in a
35 classification listed in Appendix A of this Contract has the right to the full
36 benefits and protections of this Contract as may be provided or set forth in this
37 Contract; except that,
38
39 2. Any employee dismissed from City employment while serving an initial
40 probationary period shall not have the right to appeal such dismissal.
41

42 B. UNION MEMBERSHIP

- 43
44 1. Any employee, except for those employees designated as confidential, in a
45 classification listed in Appendix A of this Contract has the right to join or not join
46 the Union without fear of intimidation, coercion, or reprisal by any party.
47

48 C. EMPLOYEE FILES
49

- 1 1. The City shall keep the Central personnel file for each employee in the Human
2 Resources Department. Departments and divisions may also keep working
3 personnel files. In addition, supervisors may keep working personnel files.
4
- 5 2. The City and the Union recognize that employee personnel files shall be
6 maintained on a confidential basis. Documents in the working personnel files
7 must be destroyed after 12 months.
8
- 9 3. Access to personnel files shall be restricted to the employee and those
10 individuals responsible for the supervision of the employee, or those City
11 employees in authority with a legitimate need to know.
12
- 13 4. Upon appropriate request, an employee may inspect their Central personnel file
14 in the Human Resources Department subject to the following:
15
 - 16 a. Routine inspection of the file(s) may only take place within the calendar month
17 of the employee's hire date or within sixty (60) days of requesting an appointment
18 with Human Resources.
19
 - 20 b. Non-routine inspection of the file(s) may take place:
21
 - 22 (1) When an employee has made application for a job, provided that such
23 inspection must occur within thirty (30) calendar days of the filing of the
24 employment application, or
25
 - 26 (2) When an employee has an active, written grievance on file. The employee
27 may have a representative present during such inspection.
28
- 29 5. Upon appropriate request, an employee may obtain copies of materials in the
30 central or formal departmental and/or divisional files. The employee shall bear
31 the cost of duplication.
32
- 33 6. Pre-employment information, e.g., reference checks and responses, copies of civil
34 service testing materials, and information provided the City with the specific
35 request that it remain confidential, shall not be subject to inspection or copying.
36
- 37 7. Employees shall be notified when a formal, written warning is placed in the
38 central or formal departmental and/or divisional files.
39
- 40 8. The employee may present evidence in support of a request that material be
41 removed from his central, departmental or divisional personnel file if he believes
42 the material to be inaccurate or misleading. With respect to material contained
43 in the formal departmental or divisional file, the decision to remove the material
44 shall be made by the Department Head. With respect to material contained in
45 the central personnel file, the decision to remove the material shall be made by
46 the Labor Relations Administrator after considering the evidence presented by
47 the employee and the recommendation of the Department Head. The provisions
48 of this paragraph shall not be subject to the grievance/arbitration procedure.
49
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1
2 **D. DISCIPLINARY RECORDS**
3

- 4 1. Upon Written request from the Union on behalf of the employee to the Human
5 Resources Department, records of disciplinary action shall be sealed in the central
6 departmental, divisional, and supervisory personnel files, including, but not limited to
7 any electronic files when there has been no recurrence of misconduct in accordance
8 with the following schedule:
9
- 10 a. Written reprimands shall be sealed after one (1) year from the date of issuance
11 if there has been no recurrence.
 - 12 b. Suspensions of less than five (5) days shall be sealed after three (3) years from
13 the date of issuance if there has been no recurrence.
 - 14 c. Suspensions of five (5) days or more shall be sealed after five (5) years from
15 the date of issuance if there has been no recurrence.
- 16
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18
19 2. The schedule for sealing disciplinary records shall not apply to discipline for
20 misconduct involving moral turpitude, or violations of sexual harassment and/or
21 discrimination policies or laws. Sealed disciplinary records may be accessed by
22 the City Attorney.
23

24 **E. EMPLOYEE PARKING**
25

- 26 1. In the event employees begin to incur expenses for parking in the future, the City
27 and the Union agree to meet and confer on this provision of the Agreement to
28 discuss the impact of said expenses.
29

30 **ARTICLE 3. UNION RIGHTS**
31

32 **A. PAYROLL DEDUCTION**
33

- 34 1. The City agrees to deduct from the biweekly wages of each Union Member the
35 authorized deduction for Union dues and assessments and for Union per capita
36 payments.
37
- 38 a. Such authorized deduction must be individually and voluntarily executed in
39 writing by the employee in a format agreed upon by the City and the Union.
40
- 41 (1) Such authorized deduction can be executed at any time during the life of this
42 Contract to become effective on the first full pay period after five (5) days
43 prior submission to the appropriate City department.
44
 - 45 (2) Within sixty (60) days of the signing of this agreement, the Union shall notify
46 the City by certified mail, and/or electronically, of the amount to be deducted
47 for Union dues and assessments and for Union per capita payments, said
48 deductions to become effective the first full pay period following receipt of
49 the Union's notice. Thereafter, the Union shall provide the City notice by
50 certified mail, and/or electronically, of the amount to be deducted during

1 the term of the Agreement with payment to become effective by the first full
2 pay period following receipt of the Union's notice.

3
4 (3) The City agrees to continue to honor all such authorized deductions
5 presently in effect.

6
7 b. Such authorized deduction shall remain in full force and effect for the duration of
8 this Contract between the City and the Union unless canceled in writing by the
9 employee in a format agreed upon by the City and the Union, and subject to
10 the following:

11
12 (1) Such cancellation can only be made during an annual fifteen (15) day period
13 from June 15 through June 30. Notification of such cancellation shall be in
14 the form of a certified letter to the Union and the City postmarked during that
15 time period.

16
17 (2) If the number of cancellations is in an amount sufficient to show that the
18 Union no longer has the support of a majority of the bargaining unit, then the
19 City may withdraw recognition from the Union and provide for a
20 representation election, if warranted, as soon as may be reasonable.

21
22 (3) If an organization other than the Union is certified as the new bargaining
23 agent, then all deductions will cease and the certified bargaining agent shall
24 assume any and all rights and obligations relative to representation.

25
26 (4) The payment of dues deductions shall not be deemed by the Local
27 Government Employee/Management Relations Board to show majority
28 support if a cancellation notice has been properly filed with the City
29 pursuant to A.1.b.(1) above.

30
31 c. The employee's earnings must be regularly sufficient after required deductions
32 are made to cover the amount of appropriate Union deductions. When the
33 employee's wages are not sufficient to cover the full employee withholding, no
34 Union deductions will be made.

35
36 d. If state law is changed to permit agency shops or fair share deductions, the
37 parties agree to open negotiations with regard to those changes.

38
39 2. The City agrees to deduct from the biweekly or monthly wages of each Union
40 member the authorized deduction for a Union authorized insurance and benefit
41 program, subject to the provisions of paragraph "a" and "b" above, except that
42 cancellation of such program may be made at any time to take effect on the next
43 full pay period after five (5) days prior submission to the appropriate City
44 department.

45
46 3. The City agrees not to honor any check-off authorizations or dues deduction
47 authorizations executed by any employee in the aforementioned bargaining unit in
48 favor of any other labor organization or organization representing employees for
49 purposes of negotiation or providing for wages, hours, and working conditions, and
50 other fringe benefits for its members.

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4. The Union 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 Union to the City. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.
 5. The City agrees to deduct from the biweekly wages of each employee in the aforementioned bargaining unit the authorized deduction of such funds as he/she may specify for the City of Reno Credit Union, U.S. Savings Bonds, United Way, Operating Engineers Local #3 Credit Union, the authorized Health Plan or such other purposes as the City may hereafter approve.

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B. UNION COMMUNICATIONS

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1. The Union may use City conference rooms and similar building facilities for meetings with employees in the unit it represents; may post material on bulletin boards provided to serve employees in the unit it represents; and may 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 Contract.
 - a. Use of City meeting facilities requires reasonable advance notice to the appropriate City official and is subject to prior scheduling.
 - b. The Union 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 Department Head. The Steward of the area or the Union Business Representative shall have the responsibility to update and maintain the bulletin boards.
 - c. Duly authorized representatives of the Union shall be permitted to enter offices to transact business within the scope of representation and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that Union representatives shall, upon arrival at the facility, notify the person in charge of the areas he wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.
 2. The Union may include notices with the payroll checks only when approved by the City Manager or his/her designee.

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C. UNION REPRESENTATION AND RELEASE TIME

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1. The City recognizes and agrees to deal with designated stewards and representatives of the Union on all matters relating to discipline, grievances and the interpretation, application or enforcement of the express terms of this Contract.

- 1 a. The Union may designate four (4) Stewards from the Supervisory Unit to be
2 assigned as determined by the Union as specified in Appendix B.
3
- 4 b. The Union shall furnish the City in writing with the names of all Representatives
5 and Stewards immediately after their designation.
6
- 7 c. All Stewards shall have the right to utilize City e-mail systems, fax machines
8 and telephones to contact the Union Business Representative pursuant to City
9 policies.
10
- 11 2. At the request of the Union, Steward(s) may be allowed reasonable time off
12 without loss of pay to represent the Union in meetings with any formal City body
13 or with representatives of the City for purposes deemed appropriate by the City
14 and the Union.
15
- 16 3. At the request of the Union, Steward(s) shall be allowed sixteen (16) hours City
17 release time without pay per fiscal year for Steward's training, provided that the City
18 is given at least thirty (30) days advance written notice.
19
- 20 4. Upon the request of an aggrieved employee, a Representative of the Union or the
21 Steward may investigate the specific grievance, provided that the employee is in the
22 Steward's assigned area of responsibility and the Steward assists in its
23 presentation.
24
- 25 a. A Steward shall be allowed reasonable time for this purpose during working
26 hours without loss of pay, subject to prior notification and approval of their
27 supervisor.
28
- 29 b. If the Steward requests to leave the work site, they shall keep to a minimum
30 the time spent in fulfilling their duties.
31
- 32 5. It shall be the responsibility of all Stewards to discuss first with the affected
33 employee's immediate supervisor any question regarding interpretation or
34 application of this Contract.
35
- 36 6. Any employee who is a real party in interest or who is subpoenaed as a Union
37 or City witness in matters relating to employee-employer relations shall be
38 released with pay by the City for reasonable periods of time spent concerning
39 such matters, provided that:
40
- 41 a. The employee(s) have the prior approval of the City Manager or his/her
42 designee. Such approval will not be unreasonably denied.
43
- 44 b. The time released with pay is during the employee's normally scheduled
45 working hours.
46
- 47 c. No overtime shall be incurred as a result of an employee's participation in such
48 matters.
49

- 1 7. Within six (6) months prior to the expiration of this contract the Union, subject to
2 reasonable notice to the City, may request an aggregate total of sixty-four (64)
3 hours of paid release time for preparation for upcoming contract negotiations.
4 Said time shall be coordinated through the City's Human Resources Director or
5 designee for coordination with the various City Departments.
6
- 7 8. The Union will be provided an additional one hundred (100) hours of paid
8 release time for Union business to be used at their discretion. The Union shall
9 notify the appropriate supervisor to assure there will be no business interruption
10 due to granting of leave time.
11

12 **ARTICLE 4. MANAGEMENT RIGHTS**

13 **A. GENERAL PROVISIONS**

- 14 1. All rights, functions and responsibilities of the City not specifically modified by this
15 Contract shall remain the vested functions of the City.
16
- 17 2. This Contract is not intended to restrict discussion with the Union regarding
18 matters within the scope of the City's Management Rights.
19

20 **B. SPECIFIC PROVISIONS**

- 21 1. The City is entitled to the sole right and authority to operate and direct the
22 affairs of the City in all its various aspects. Those rights include but are not
23 limited to the following:
24 a. The right to hire, direct, assign or transfer an employee, but excluding the right to
25 assign or transfer an employee as a form of discipline.
26 b. The right to reduce in force or lay off any employee because of the lack of work
27 or lack of funds. In exercising this right, the local government employer shall
28 comply with all other applicable provisions of the Nevada Revised Statutes, if
29 any.
30 c. The right to determine:
31 (1) appropriate staffing levels and work performance standards except for
32 safety considerations;
33 (2) the content of the workday, including without limitation workload factors,
34 except for safety considerations;
35 (3) the quality and quantity of services to be offered to the public;
36 (4) the means and methods of offering those services; and
37 (5) the safety of the public.
38 d. The right to maintain the efficiency of its governmental operations.
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2 2. Notwithstanding the provisions of this Contract, the City has the right to take
3 whatever actions may be necessary to carry out its responsibilities in situations
4 of emergency such as a riot, military action, natural disaster or civil disorder.
5

6 **ARTICLE 5. GENERAL PROVISIONS**

7 **A. STRIKES AND LOCKOUTS**

- 8
9
10 1. No lockout of employees shall be instituted by the City during the term of this
11 Contract.
12
13 2. The Union agrees that during the term of this Contract neither it nor its officers,
14 employees or members will engage in, encourage, sanction, support, or suggest
15 any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass
16 absenteeism, picketing or any other similar actions which would involve
17 suspension of, or interference with the normal work of the City.
18
19 3. In the event that Union members participate in such activities in violation of this
20 provision, the Union shall notify those members so engaged to cease and desist
21 from such activities and shall instruct the members to return to their normal
22 duties.
23

24 **B. DISCRIMINATION**

- 25
26 1. The City will not unlawfully interfere with or discriminate in any way against any
27 employee by reason of his/her membership in the Union or participation in any
28 activity approved by this Contract, nor will the City unlawfully discourage
29 membership in the Union or encourage membership in any other employee
30 organization.
31
32 2. The Union, in turn, recognizes its responsibility as exclusive bargaining agent and
33 agrees to represent all employees without discrimination, interference, restraint,
34 or coercion.
35
36 3. The provisions of this Contract shall be applied equally to all employees, without
37 discrimination as to physical or mental disability, age, sex, marital status, religion,
38 race, color, creed, national origin, or political or Union membership.
39
40 4. The City and the Union shall share equally the responsibility for applying this
41 provision of the Agreement. Allegations of Union membership discrimination are
42 subject to the grievance procedure; all other allegations of discrimination shall be
43 excluded from the grievance procedure and shall be heard by the appropriate
44 City department and/or the appropriate State and/or Federal agency.
45

46 **C. SAVINGS CLAUSE**

- 47
48 1. In the event that any provision of this Contract is or shall be rendered invalid by
49 applicable legislation or be declared invalid by any court or regulatory agency of

1 competent jurisdiction, such action shall only invalidate that provision of the
2 Contract.

- 3
4 2. It is the express intention of the City and the Union that all other provisions not
5 rendered invalid shall remain in full force and effect, and that the parties shall enter
6 into negotiations to bring the invalid section or sections into compliance.
7

8 **D. POLYGRAPH TESTING**

- 9
10 1. The City may request but shall not require an employee to submit to a polygraph
11 examination. Should the employee agree, the employee shall be informed of the
12 topic of the examination and provided twenty-four (24) hours' notice of the
13 examination.
14

15 **ARTICLE 6. GRIEVANCE AND COMPLAINT PROCEDURE**

16
17 **A. PURPOSE**

- 18
19 1. This grievance and complaint procedure shall be used to process and resolve
20 grievances and complaints arising under this Contract.
21
22 2. The purposes of this procedure are:
23
24 a. To resolve grievances and complaints at the lowest possible level;
25
26 b. To provide an orderly procedure for reviewing and resolving grievances
27 and complaints promptly.
28

29 **B. DEFINITIONS**

- 30
31 1. A "grievance" is a dispute by one or a group of employees, or a dispute
32 between the Union and the City involving the interpretation, application or
33 enforcement of the express terms of this Contract.
34
35 2. A "complaint" is a statement that a situation is unsatisfactory or
36 unacceptable.
37
38 3. As used in this procedure the term "party and/or grievant" means an
39 employee, the Union or the City.
40
41 4. For the purpose of this Article, a business day is defined as Monday through
42 Friday, exclusive of holidays.
43

44 **C. TIME LIMITS**

- 45
46 1. Each party involved in a grievance shall act quickly so that the
47 grievance/complaint may be resolved promptly.
48

- 1 2. Every effort should be made to complete action within the time limits
2 contained in the grievance/complaint procedure, but with the written consent
3 of both parties the time limitations for any step may be extended.
4

5 D. REPRESENTATION
6

- 7 1. The grievant may be represented at any of the specified steps of this
8 grievance procedure by the Union Representative.
9

10 E. APPLICATION
11

- 12 1. Grievances as defined above in Section B shall be processed through this
13 procedure.
14
15 2. Complaints that are outside the definition of a grievance may be processed
16 through Step 3 but not subject to arbitration.
17
18 3. Appeals for discipline, excluding written reprimands, shall be processed through
19 this procedure. Written reprimands shall be processed through Step 2.
20
21 4. All complaints involving or concerning payment of compensation shall be filed in
22 writing and no adjustments shall be retroactive for more than six (6) months from
23 the date of filing.
24

25 F. RESPONSE
26

- 27 1. At each step of the formal grievance procedure, a copy of the decision shall be
28 sent to the Union at the same time as the decision is sent to the grievant.
29

30 G. GRIEVANCE PROCEDURE
31

- 32 1. Step 1. Within ten (10) business days of knowledge of the occurrence, the
33 grievant shall present a written grievance on the prescribed form to the
34 Department Head. The Department Head or his designee shall within ten (10)
35 business days after receipt of the written grievance, contact the Union to
36 schedule a meeting to hear said grievance. Within ten (10) business days
37 following the meeting, the Department Head or designee shall issue a written
38 decision. Should the Department Head fail to issue a decision pursuant to the
39 above guidelines, the Union may proceed to the next step of the grievance
40 procedure.
41
42 2. Step 2. In the event the recommendation of the Department Head is not
43 accepted by the Union, within ten (10) business days following receipt of answer
44 from Step 1, the Union may submit the grievance to the City Manager. Within ten
45 (10) business days following receipt, the City Manager or his designee shall issue
46 a written decision. Should the City Manager fail to issue a decision pursuant to
47 the above guidelines, the Union may proceed to the next step of the grievance
48 procedure.
49

- 1 3. Step 3. Within ten (10) business days of receipt of the City Manager's decision,
2 the Union may submit the grievance to arbitration. Once the grievance has been
3 submitted to arbitration, a representative from the Human Resources Department
4 and the Union shall meet within thirty (30) business days in an effort to resolve
5 the grievance.
6

7 H. ARBITRATION
8

- 9 1. If the City Manager's decision is unacceptable to the Union, the City and the Union
10 may agree upon an arbitrator who is experienced, impartial, disinterested and of
11 recognized competence.
12
13 2. If the parties are unable to agree upon an arbitrator, a request for a list of seven
14 (7) arbitrators shall be made to the American Arbitration Association by either party
15 and the parties shall be bound by the rules and procedures of the American
16 Arbitration Association.
17
18 3. The party requesting arbitration shall strike the first name and each party in turn
19 shall strike a name until one name remains.
20
21 4. Costs and expenses of arbitration shall be borne equally by the parties; however,
22 each party will pay their own expenses in preparation for any arbitration hearing.
23
24 5. All hearing(s) held by the arbitrator shall be in closed sessions and no news
25 releases shall be made concerning progress of the hearing(s).
26

27 I. DECISION
28

- 29 1. The decision of the arbitrator shall be final and binding.
30
31 2. The arbitrator shall have no authority to add to, delete, or alter any provisions of
32 this Contract, but shall limit his/her decision to the application and interpretation
33 of its provisions.
34

35 J. WITNESSES
36

- 37 1. Prior to the arbitration hearing, the Union shall furnish the City with a list of
38 witnesses it desires to call who would be otherwise working.
39
40 2. The parties will be reasonable in the scheduling of time off to accommodate both
41 the operations of the City and the grievant's fair hearing.
42
43 3. The City will assume no overtime liability as a result of a grievant's or witness's
44 testimony.
45

46 K. CITY INITIATED GRIEVANCE
47

- 48 1. In the event that the City initiates a grievance against the Union, it will be
49 forwarded in writing by the appointing authority to the Union.
50

2. Within ten (10) business days from the receipt of the grievance, the Union will meet with the City in an attempt to resolve the grievance.
3. Should the parties not be able to resolve the grievance at this meeting, the Union will have ten (10) business days from the day of the meeting to respond in writing.
4. Should no satisfactory agreement be reached, the City may proceed with arbitration as set forth in Section H above.

ARTICLE 7. DISCIPLINE/DISCHARGE

A. PURPOSE

1. All discipline shall be for just cause. Further, it is the purpose of this Article to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline.
2. The Supervisor, Manager and/or Department Head will evaluate each incident on its own merit and determine the appropriateness of disciplinary action following City policy on corrective action/progressive discipline. Disciplinary action will be initiated at the level most appropriate based on evaluation of the merits and the severity of the incident.

B. DEFINITIONS

1. "Just cause" for any discipline as defined in this Article is subject to appeal and review under Article 6, Grievance and Complaint Procedure, except as provided in Section D below.
2. The term discipline as used in this Article shall include discharge, demotion, suspension and written reprimands.

C. GENERAL PROVISIONS

1. An employee who reasonably believes that an interview or discussion will result in disciplinary action against him/her shall have the right to request that a Chief Steward or Union Representative be present during the interview or discussion. In instances where the employee has requested representation pursuant to the above, the employee shall be afforded fair opportunity to arrange for such representation.
2. The City and the Union agree that employee evaluations should not be used in lieu of disciplinary measures.
3. If the City decides to use a tape recording device, the City shall use two (2) tape recording devices and provide one (1) tape to the employee.

D. WRITTEN REPRIMANDS

- 1 1. A written letter of reprimand shall only be subject to review through the City
2 Manager or designee and not subject to arbitration.
- 3
- 4 2. Upon completion of the review, the City Manager or designee may withdraw,
5 modify or affirm the written reprimand.
- 6
- 7 3. Within thirty (30) calendar days of the final disposition by the City Manager or
8 designee, the affected employee may submit a written statement responding to
9 the reprimand and such statement shall be included in the Central personnel file.
- 10
- 11 4. Such written responses shall remain in the Central personnel file for as long as the
12 reprimand remains in the file.
- 13
- 14 5. An employee shall have thirty (30) calendar days from the receipt of a written reprimand
15 to submit a written statement to respond to the written reprimand
- 16

17 E. EMPLOYEE OPTION

- 18 1. Each regular employee who is covered by Civil Service regulations and who has been
19 disciplined shall, except for written reprimands, have the option of pursuing the
20 grievance-arbitration procedures set out in Article 6 of this Contract or Civil Service
21 remedies where applicable.
- 22
- 23 a. Any employee choosing to pursue the remedy under Civil Service waives his/her
24 right to pursue the remedy under Article 6 and such remedy shall no longer be
25 available to that employee.
- 26
- 27 b. An employee pursuing an appeal under Article 6 waives his/her right to pursue Civil
28 Service remedies. An employee who appeals under Article 6 shall begin at Step 1
29 within ten (10) work days following the notification of discipline.
- 30
- 31

32 F. PRE-DISCIPLINARY HEARING

- 33 1. Any employee being suspended four (4) or more days, demoted, or discharged shall
34 have the opportunity to respond to the specific charges and present evidence on
35 his/her behalf in a pre-disciplinary hearing before the Department Head or his/her
36 designee prior to implementation of the disciplinary action.
- 37
- 38 2. The purpose of a pre-disciplinary hearing is for the employee to respond to the
39 specific charges and present evidence on his/her behalf.
- 40
- 41 3. The employee shall have the right to be represented at this hearing by a Union
42 Representative.
- 43
- 44 4. The City will follow legal requirements including *Skelly and Weingarten* for any
45 applicable disciplinary actions or hearings.
- 46
- 47

48 **ARTICLE 8. HOURS OF WORK AND OVERTIME**

49 A. HOURS OF WORK

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1. Regular full-time employees of the City will normally work five (5) days, forty (40) hours per week, eight (8) hours per day, fifty-two (52) weeks per year, including authorized absences with pay.

2. A work day is defined as commencing at the employee's reporting time and ending at the completion of their shift, inclusive of two (2) rest periods but exclusive of meal periods (with the exception of Section A (2) d).
 - a. Such rest periods shall not be taken within one (1) hour of the employee's starting time, or quitting time unless otherwise agreed to by the City and the Union. Employees may, with approval of their Department Head, or his/her designee, combine one (1) rest period and their lunch, but such time shall not exceed forty five (45) minutes. The City agrees to reasonably allow this combination, except when bona fide work reasons require otherwise.

 - b. All employees, with the exception of those outlined in Sections A (2)c and A (2)d below, shall normally be allowed an unpaid lunch period of not less than thirty (30) minutes but no more than one (1) hour which shall be scheduled generally in the middle of the work shift. All employees are encouraged to take their lunch and rest breaks and will not be unreasonably denied.

 - c. Public Safety Dispatch Supervisors, Police Records Supervisor, Senior Code Enforcement Officer, and Community Services Supervisors (when assigned to the Reno Police Department) shall normally receive a thirty (30) minute paid lunch break and two (2), fifteen (15) minute paid breaks. All employees are encouraged to take their lunch and rest breaks and will not be unreasonably denied. Lunch and rest breaks not taken shall not be subject to overtime.

 - d. The agreed procedure for lunch breaks for employees in the class of Police Records Supervisor assigned to the City of Reno, Department of Police, Records and Identification Bureau working the swing and graveyard shifts shall be as follows:
 - (1) Employees in the class noted above working the shifts noted above shall work an eight (8) hour work day.

 - (2) This work day includes two (2) fifteen minute rest breaks.

 - (3) The two (2) rest breaks provided for in the current Agreement may, at the employee's request, be combined into a one-half (1/2) hour lunch period.

 - (4) The lunch period shall generally be scheduled in the middle of the affected employee's work day, except as otherwise agreed to by the employee and his/her supervisor.

3. 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

1 and the City or due to a permanent work schedule change. Employees on a 4/10
2 alternative work schedule will normally receive three (3) consecutive days off.
3

- 4 4. When an employee is ordered by the City to attend training, the time spent in
5 training (classroom training and/or compulsory homework assignments) shall be
6 counted as hours worked. Training which takes place during off-duty hours with
7 voluntary attendance is not counted as hours worked. An employee's work
8 schedule may be changed temporarily, without written notice, to accommodate
9 attendance for training.
10
- 11 5. Employees shall be given at least fifteen (15) working days written notice prior to a
12 permanent change in their assigned hours of work, unless due to an emergency
13 or unless mutually agreed to by the City and the Union.
14
- 15 6. Notwithstanding Section A (1) above, employees of a specific section, unit,
16 division or department may work a modified workweek, subject to approval by the
17 City and the Union.
18
- 19 7. Nothing contained herein shall be construed as limiting or preventing the City from
20 establishing other work shifts when mutually agreed to by the City and the Union.
21

22 **B. OVERTIME AND COMPENSATORY TIME**

- 23
- 24 1. The City Manager, Department Head, or a manager may require an employee to
25 work overtime.
26
- 27 2. Employees will be compensated only for overtime ordered by authorized
28 supervisory and/or management personnel.
29
- 30 3. Employees required to work in excess of forty (40) hours per week shall be
31 compensated for such overtime with pay at one and one-half (1-1/2) times the
32 employee's regular hourly rate for each quarter (1/4) hour or major portion thereof,
33 or, at the request of the employee and approval of the Department Head, by
34 Compensatory Time off on the basis of one and one-half (1-1/2) hours off for
35 each hour of overtime worked for each quarter (1/4) hour or major portion
36 thereof.
37
- 38 a. If the department is unable to schedule and grant time off within six (6) months
39 from the date the overtime was performed, cash payment shall be made in lieu
40 of Compensatory Time.
41
- 42 b. Management will not be unreasonable in the scheduling of Compensatory
43 Time and will consider the employee's request and the operating demands.
44
- 45 c. No employee shall be permitted to accumulate over one hundred twenty (120)
46 hours of Compensatory Time.
47
- 48 4. Absence with pay shall be counted as time worked.
49

- 1 5. Part-time employees shall be compensated for overtime at their regular hourly
2 rate for each hour worked in excess of their normal workday or week; provided,
3 however, for work performed in excess of forty (40) hours per week, they shall
4 be compensated as provided in Section B(3) above.
5
- 6 6. Employees who work overtime shall promptly and accurately report such time in the
7 manner prescribed by the City.
8
- 9 7. The City agrees to make a reasonable effort to distribute overtime among
10 employees in the same work unit insofar as circumstances permit.
11
- 12 8. The City agrees to make a reasonable effort in assigning overtime work to
13 employees on a voluntary basis if practical.
14
- 15 9. All overtime work will be assigned at the beginning of the workday whenever
16 reasonable and practical.
17
- 18 10. Employees required to work on a holiday shall receive, in addition to straight time
19 pay for the holiday, overtime compensation pay at one and one-half (1-1/2) times
20 the employee's regular hourly rate for each quarter (1/4) hour or major portion
21 thereof.
22

23 C. STANDBY AND CALL BACK ASSIGNMENTS

- 24
- 25 1. Any employee who is required to remain on standby shall be compensated for
26 each hour the employee is in standby status at the rate of one-fifth (1/5th) of an
27 hour's pay at the employee's regular hourly rate.
28
- 29 2. An employee assigned to standby shall not be required to remain at home but shall
30 be issued and will carry a City owned cell phone. In the event the carrying of a
31 cell phone is impractical or service is unavailable, the employee shall be
32 responsible for keeping his/her department informed where he/she may be
33 reached by telephone during said standby time. When assigned to standby, the
34 employee shall remain in such proximity to work that he/she may reasonably
35 report for duty within forty-five (45) minutes of notification.
36
- 37 3. An employee who is called in to perform work shall be compensated for all
38 hours worked at the appropriate rate of pay, with a minimum guarantee of two
39 (2) hours unless the call back merges with the employee's regular shift.
40
- 41 4. Any employee called in to work shall be paid travel time to and from the
42 employee's "called in to work" assignment and the location from which the
43 employee responds. It is understood that if the employee's work performed abuts
44 his/her regular work shift or previously scheduled overtime, travel time will not be
45 paid.
46
- 47 5. All pay earned shall be added to the payroll for the period during which the work
48 was performed, unless the pay is earned concurrently with the close of a pay
49 period and cannot be processed in that pay period.
50

- 1 6. When an off-duty employee receives a telephone call or page at home when no other
2 supervisor or standby supervisor is available, the employee shall receive fifteen
3 minutes of pay at the overtime rate for each ten (10) to twenty (20) minutes of calls
4 received.
5
- 6 7. An employee who has completed a Standby Pay assignment may elect to have the
7 entire amount of their Standby Pay assignment credited to Compensatory Time at
8 the appropriate ratio pursuant to Section C(1).
9

10 **ARTICLE 9. SALARIES**

11
12 **A. SALARY PAYMENT**

- 13 1. The salary table shall be as reflected in Appendix D.
- 14 2. Effective after the Reno City Council adopts the new Collective Bargaining
15 Agreement the City will issue a onetime payment to each employee in the
16 bargaining unit employed by the City after the Council's adoption. That onetime
17 payment will be calculated by taking the employee's W2 from the City for 2020
18 and dividing by twelve. The resulting number will be multiplied by seven. That
19 number will then be multiplied by zero point zero two five and the resulting
20 number will be the onetime payment that the employee will receive.
21
- 22 3. Effective the first full pay period following February 1, 2021, increase wages
23 2.5%. Effective the first full pay period following July 1, 2021, increase wages
24 2.5%. Effective the first full pay period following July 1, 2022, increase wages
25 7%. Effective the first full pay period following July 1, 2023, increase wages
26 2.5%.
27
- 28 4. All employees shall be paid on each biweekly Friday.
29
- 30 5. Those employees whose normal work schedule does not include Fridays may pick
31 up their paychecks on the preceding Thursday after 2:00p.m.
32

33
34
35 **B. SALARY ADMINISTRATION**

- 36 1. Administration, Confirmation and Probationary Period
37 a. The City Manager or his/her designee shall be responsible for the
38 administration of salaries in accordance with the provisions of this Article.
39 b. An employee shall be eligible for confirmation by the Civil Service Commission
40 upon successful completion of a twelve (12) month probationary period.
41
- 42 2. Salary Rate Upon Initial Appointment
43 a. Upon initial appointment, the entrance rate will be the minimum rate of the range
44 for the class of the position involved.
45
46
47
48
49

- 1 b. In exceptional cases where an applicant for a position may have qualifications
2 distinctly above and beyond the minimum qualification requirements for the
3 class, or in cases where recruiting efforts have failed to fill a position at the
4 minimum rate, the City Manager or his/her designee may authorize entrance at
5 a rate above the minimum rate.
6
7 c. In cases of inability to recruit at the minimum, any current employees in positions
8 of the same class whose rates are below the rate established as entrance rate,
9 shall have their pay adjusted to the rate at which the position was finally filled.

10
11 3. Salary Rate Upon Promotion
12

- 13 a. Upon promotion to a position of a higher class, the employee's rate shall be the
14 minimum rate of the range of the position to which promoted, or that rate within the
15 range which is fifteen percent (15%) above the former rate, whichever is higher,
16 not to exceed the salary range.
17
18 b. Probationary employees promoted to a position of higher class in the same series
19 prior to completion of his/her probationary period will be considered a regular
20 employee of the City, and the balance of probationary period of the previous
21 classification shall be waived.
22

23 4. Salary Rate Upon Demotion
24

- 25 a. Upon involuntary demotion, the rate of pay in the lower range shall be set by the
26 appointing authority.
27
28 b. Upon demotion for failure to complete a promotional probationary period, the
29 employee shall be placed in their former range at their previous rate, but shall be
30 increased by any step increases the employee would have received.
31
32 c. Upon demotion at the request of the employee, salary shall be reduced
33 corresponding to the rate last held by the employee in the lower range prior to
34 his/her promotion from that level, but shall be increased by any step increases the
35 employee would have received.
36

37 5. Performance Step Increase
38

- 39 a. An employee who successfully completes twelve (12) full months of satisfactory
40 service, excluding overtime, after initial appointment or promotion to a position,
41 shall be eligible for an increase and yearly thereafter, if appropriate, based upon
42 the completion of successive twelve (12) month periods, excluding overtime.
43
44 b. To be eligible for a performance step increase, the employee must meet a
45 meritorious level of performance and competence since the last year's evaluation.
46
47 c. If the advancement is delayed due to any performance or competence
48 considerations, the effective anniversary date will also be delayed. However, if the
49 delay was due to clerical or administrative delay or mistake, the proper adjustment
50 shall be made retroactive to the date it was due.

1
2 (1) In the event that an employee is denied a performance step increase, the
3 employee and the Union will be informed in writing of the specific reasons for
4 such denial and may within ten (10) working days of such notification
5 request in writing a review before his/her Department Head, or his/her
6 designee, to discuss the reason for the denial.
7

8 (2) The review shall be attended by the employee, the employee's Union
9 Representative, the supervisor, and the Department Head or his/her designee.
10

11 (3) The decision of the Department Head or his/her designee may be appealed to the
12 City Manager or his/her designee for a final decision.
13

14 d. If the performance step increase has not been paid, and there is no denial of the
15 performance step increase in accordance with Section B(5)(c) above, at any time
16 after two (2) full pay periods following the employee's anniversary date, the Union
17 may notify the Human Resources Department in writing, with a copy to the
18 Department Head, and request award of the performance step increase. Following
19 notification from the Union, the Department Head shall notify of Human Resources
20 Department, within one (1) full pay period, if the employee's job performance is the
21 basis for the non-award. If there is no response within the specified time period, or if
22 the response indicates the delay is due to administrative oversight, the Human
23 Resources Department shall initiate the applicable performance step increase.
24

25 e. Management will not be arbitrary or capricious in the denial of a performance step
26 increase.
27

28 f. A standard performance step increase shall be one step above the employee's
29 present step in the assigned pay grade as provided in Appendices D-1 through D-
30 4.
31

32 g. For exceptional performance, the City Manager may approve a two (2) step
33 increase.
34

35 h. The decision to deny a step increase is not subject to the grievance procedure.
36

37 6. Salary Rate of Supervisors 38

39 a. Effective the first full pay period following July 1, 2006, after successful completion
40 of the probationary period, a supervisor shall be paid a base salary rate at least
41 fifteen percent (15%) higher than the regular base salary rate of his/her highest
42 paid subordinate. A subordinate's salary rate for out of class assignment shall not
43 be considered regular base salary. The percentage increase to the salary rate of a
44 supervisor shall not be calculated based on any salary in excess of the highest step
45 of the Local 39 Non-Supervisory current contract classification for which the
46 Supervisor has responsibility. The salary rate adjustment shall not apply to
47 temporary, temporary overtime, special event, emergency or other such short term
48 assignments for either the supervisor or the subordinate. For purposes of this
49 section, temporary assignment shall not exceed 31 calendar days. Effective July

1 1, 2017, newly promoted or newly hired supervisors shall not be eligible for the
2 fifteen percent (15%) premium pay above their highest paid subordinate.
3

- 4 b. In the event that a supervisor, who has been receiving fifteen percent (15%) higher
5 than his/her highest paid subordinate, will realize a reduction in salary due to the
6 fact that he/she is no longer supervising that subordinate; then, the supervisor will
7 retain the salary at his/her current adjusted rate, but have it frozen until such time
8 that his/her regular salary equals the adjusted salary. While his/her salary rate is
9 frozen, he/she will receive no across-the-board, cost-of-living, merit or any other
10 salary increases.
11

12 C. REQUEST FOR JOB RECLASSIFICATION
13

- 14 1. A department or an employee may submit a written request for a job reclassification
15 to the Human Resources (HR) Department and with a copy to his/her Department
16 Head.
17
18 2. The City Manager shall make the final decision.
19
20 3. There is no appeal of the City Manager's final decision.
21

22 D. LONGEVITY PAY
23

- 24 1. In lieu of longevity, the parties have agreed to substitute a deferred compensation
25 benefit as more specifically set out below.
26

27 E. DEFERRED COMPENSATION
28

- 29 1. The City shall contribute one dollar (\$1.00) for each one dollar (\$1.00) deferred
30 and invested by the employee in the City approved Deferred Compensation
31 program, up to a maximum City contribution equal to five (5%) of the employee's
32 biweekly base wage not to exceed a total City contribution per calendar year of
33 one-half the limit allowed to be deferred by Federal Law.
34

35 F. SHIFT DIFFERENTIAL
36
37

- 38 1. Employees required to work between the hours of 6:00 pm and 6:00 am as part of
39 their regularly scheduled shift to include temporary regularly scheduled shift (for
40 example, a temporary change in scheduled shift for snow removal) shall be
41 compensated at the rate of three (\$3.00) per hour for each scheduled hour actually
42 worked during the period in addition to all other compensation.
43
44 2. Community Services Supervisors (when assigned to the Reno Police Department),
45 Public Safety Dispatch Supervisors, and Police Records Supervisors who work
46 between the hours of 6:00 p.m. and 6:00 a.m. as part of their regularly scheduled shift
47 work and who work that same shift on a holiday shall be paid Shift Differential.
48

- 1 3. If the employee works overtime between 6:00 p.m. and 6:00 a.m. as part of the
2 regularly scheduled shift, the employee will be paid overtime on the hourly rate and
3 will still receive the flat per hour Shift Differential.
4
5 a. Any employee who works any overtime between the hours of 6:00 p.m. and
6 6:00 a.m. shall receive Shift Differential for each hour worked between those
7 hours.
8
9 b. The provisions of this Article shall not apply to Standby.

10
11 G. ACTING MANAGER PAY
12

- 13 1. When an employee is qualified and assigned in writing to an acting manager
14 position, the employee shall receive a fifteen percent (15.0%) premium for the
15 period so assigned. To qualify for compensation, the assignment must be in
16 writing by the Department Head or his/her designee.
17

18 H. LICENSES AND FEES
19

- 20 1. After employment, if the City requires or requests that the employee obtain or
21 maintain a special license, certification, or physical examination, the City shall pay
22 all fees required for acquisition or renewal upon successful completion and
23 presentation of a receipt for payment. This provision is subject to prior approval of
24 the Department Head.
25
26 a. The employee shall be released from work with pay as necessary for acquisition
27 or renewal.
28
29 b. At the sole discretion of the City, an employee may be required to obtain any
30 physical examination from a physician designated by the City.
31
32 2. The City may designate a limited number of positions within the Supervisory Unit
33 which shall require a Commercial Driver's License. All employees required to hold
34 a Commercial Driver's License have the responsibility to maintain the Commercial
35 Driver's License and a Medical Card and the City shall pay fees as specified in
36 Section 1 above.
37
38 a. Effective the first full pay period following July 1, 2006, such positions will be
39 eligible for a license premium pay of twenty-five dollars (\$25.00) per pay period.
40
41 (1) Said license premium pay shall be paid to those employees required, as a
42 condition of employment, to hold a valid Commercial Driver's License and
43 Medical Card.
44
45 b. Eligibility for such positions shall be based upon the following criteria:
46
47 (1) Priority will be given to employees currently holding a valid Commercial
48 Driver's License.
49

1 (2) If there are more employees holding a license than positions available
2 which require the license, assignment to such positions shall be based
3 upon seniority within the class as determined by the Civil Service
4 Department.
5

6 (3) If there are insufficient employees available for assignment who currently
7 hold a Commercial Driver's License, then eligibility for obtaining a license
8 shall be based upon seniority within the class as determined by the Civil
9 Service Department.

10
11 c. Individuals hired into supervisory unit positions subsequent to July 1, 2006,
12 shall not be eligible for license premium pay as outlined within this Article.
13

14 I. BENEFIT ELIGIBILITY

15 1. Definition of Continuous Service

16 a. Service commencing the first day of employment in a regular position within the
17 bargaining unit until voluntary separation.
18

19 b. Authorized unpaid leaves of absence of more than ten (10) consecutive
20 working days will be deducted from continuous service.
21

22 c. Any suspension time not reversed by the City Manager or grievance procedure
23 will be deducted from continuous service.
24

25 d. Any absence without authorized leave of three (3) consecutive work days shall
26 cause an interruption in an employee's service with the City and may lead to
27 termination.
28

29 2. Continuous Service

30 a. A continuous service date shall be computed for each employee and will be part
31 of the service record.
32

33 b. This date will be adjusted based on continuous service and will be used to
34 calculate increased entitlement to Vacation Leave and Sick Leave based upon
35 successive two thousand eighty (2080) hour work periods, excluding overtime.
36

37 3. Regular Part-Time Employees

38 a. Any employee filling a regular part-time position of at least twenty (20) hours per
39 week will receive a pro-rata accumulation of all applicable pay, benefits, and
40 accruals provided to regular full-time employees.
41

42 b. Such pro-rata contributions shall be based on the employee's regularly
43 scheduled shift.
44
45
46
47
48
49

- c. Should an employee's actual work hours exceed their regularly scheduled shift for two (2) consecutive pay periods, the pro-rata contributions shall be retroactively adjusted to the increase in hours.
- d. If an employee is absent from work, he/she will have charged to the appropriate leave the pro-rated hours (for example, an employee working twenty (20) hours per week who is sick one day will be charged four (4) hours Sick Leave).

J. BILINGUAL PAY

Any employee who has been approved for Bilingual Pay by their Department Head and who has completed the requisite certification process through the Civil Service Department or Truckee Meadows Community College (TMCC) for a Level 1 certificate shall receive compensation in the amount of forty dollars (\$40.00) per pay period. Employees who have been approved for Bilingual Pay by their Department Head and who have earned the Level II certification from the Civil Service Department or TMCC shall receive compensation in the amount of sixty dollars (\$60.00) per pay period.

K. CONFINED SPACE PAY

- 1. An employee assigned by the Department Head, or his/her designee to be on the Confined Space Team shall receive an additional fifty dollars (\$50.00) per biweekly pay period when so assigned. To be eligible for the pay, the employee must be fully trained in confined space rescue.

ARTICLE 10. ALLOWANCES AND REIMBURSEMENT

A. UNIFORM ALLOWANCE

- 1. Any employee who is required by virtue of the duty of employment, or by request of his/her Department Head, to wear a uniform designated by the City, and which is not furnished by the City, shall be paid a Uniform Allowance. Effective July 1, 2021, Senior Code Enforcement Officers shall receive nine hundred dollars (\$900.00) per fiscal year.
- 2. The Uniform Allowance shall be seven hundred dollars (\$700.00) per year. For Community Service Supervisors (when assigned to the Reno Police Department) the Uniform Allowance shall be nine hundred dollars (\$900.00) per year.
- 3. The Uniform allowance shall be paid in two semi-annual installments equal to one-half of the annual allowance with the final payroll during the month of December and the month of June each fiscal year. The City will compensate the employee up to five hundred dollars (\$500.00) per fiscal year for damage or loss of uniforms if the loss or damage occurred while the employee was in performance of his/her duty and/or through no fault of the employee.
- 4. In lieu of the Uniform Allowance provided for in this Section, the City may elect to furnish either directly or through contract facilities the required uniform or required

1 replacement uniform items. The City shall provide one (1) uniform for every work
2 day of the employee's regular work week, plus one (1).
3

4 5. Upon termination from City employment, the Department Head, at his/her
5 discretion, may require the employee to return to the City any uniform or parts
6 thereof in his/her possession at the time of termination.
7

8 **B. VEHICLE ALLOWANCE**
9

10 1. Effective the first full pay period following July 1, 2002, those employees who held
11 the classification of Public Works Crew Supervisor as of January 1, 2002 and who
12 were no longer allowed to take home City vehicles as of that date, shall receive
13 the equivalent of fifteen dollars (\$15.00) biweekly to be paid once per month.
14 Employees hired as Public Works Crew Supervisors after January 1, 2002 or not
15 assigned a take home vehicle prior to that date, will not be eligible for this benefit.
16

17 2. Effective the first full pay period following July 1, 2006, the Traffic Signal
18 Maintenance Supervisor shall receive the same as the Public Works Crew
19 Supervisors.
20

21 **C. CITY-ISSUED CELLULAR TELEPHONE**
22

23
24 1. Upon termination from City employment, the employee shall return any City-issued
25 cellular telephone. Failure to return the City-issued cellular telephone may result in
26 the employee being charged for the equipment from their final paycheck.
27

28 **ARTICLE 11. HOLIDAYS**
29

30 **A. OBSERVANCE**
31

- 32 1. Every employee shall be entitled to a day off from work with pay on the following
33 holidays during each year:
34
35 a. New Year's Day (January 1)
36
37 b. Martin Luther King Jr. Day (Third Monday in January)
38
39 c. Presidents' Day (Third Monday in February)
40
41 d. Memorial Day (Last Monday in May)
42
43 e. Juneteenth National Independence Day (June 19)
44
45 f. Independence Day (July 4)
46
47 g. Labor Day (First Monday in September)
48
49 h. Nevada Day (Last Friday in October)
50

1 i. Veteran's Day (November 11)

2
3 j. Thanksgiving Day (Fourth Thursday in November)

4
5 k. Day after Thanksgiving (Friday)

6
7 l. Christmas Day (December 25)

8
9 m. And upon any other day that may be declared by the Mayor, the Governor of the
10 State of Nevada, or the President of the United States to be a legal holiday or day
11 of mourning applicable to and intended to be observed by closure of local
12 government public offices.

13
14 n. Two (2) floating holidays to be taken during the fiscal year.

15
16 2. To be eligible for Holiday Pay, an employee must be on the active payroll of the
17 City and must have worked his/her full regularly scheduled workday before and
18 after the holiday, unless expressly excused via an approved leave by the
19 Department Head, or his/her Designee.

20
21 3. For employees regularly scheduled a Monday-Friday workweek, whenever one of
22 these holidays falls on a Saturday, the preceding Friday will be observed as a
23 holiday; and should it fall on a Sunday, the following Monday will be observed as a
24 holiday.

25
26 4. Employees regularly scheduled on an other than Monday-Friday workweek, should
27 the holiday fall on his/her first non-workday, the previous workday will be observed
28 as that holiday, and should the holiday fall on his/her second or third non-
29 workday, the following workday will be observed as that holiday.

30
31 5. Employee's holiday time off shall be equivalent to their required shift schedule for
32 one (1) day.

33
34 B. HOLIDAY WORKED PAY

35
36 1. Should any employee be required by order of his/her Department Head, or his/her
37 designee, to work on any of the above-named holidays, if eligible for Holiday Pay,
38 in addition to this Holiday Worked Pay he/she shall receive one and one-half (1-
39 1/2) times his/her regular hourly rate of pay for each hour or major fraction
40 worked, up to a maximum number of hours equal to the number of hours he/she
41 is regularly scheduled for a normal workday.

42
43 2. Pay for a holiday worked will be added to the payroll for the period within which
44 the holiday falls.

45
46 C. HOLIDAY BONUS LEAVE

47
48 1. An employee may choose to receive Holiday Bonus Leave in lieu of Holiday
49 Worked Pay for any holiday worked.

1 2. The Holiday Bonus Leave will be accumulated at one and one-half (1-1/2) times
2 the number of hours worked for each hour or major fraction worked.

3
4 3. Holiday Bonus Leave must be used within one (1) year of the date earned.

5
6 **ARTICLE 12. LEAVES**

7
8 **A. VACATION**

9
10 1. The earned Vacation Leave for all regular full-time employees shall be based upon
11 years of service as a regular full-time employee with the City, and shall be as follows:
12

Years of Continuous Service	Hours of Vacation Earned Per Biweekly Pay Period
Less than 5 years	4
5 years, but less than 10 years	5
10 years, but less than 15 years	6
15 or more years	8

13
14 2. Effective July 1, 2022 the earned Vacation Leave for all regular full-time employees
15 shall be based upon years of service as a regular full-time employee with the City,
16 and shall be as follows:

Years of Continuous Service	Hours of Vacation Earned Per Biweekly Pay Period
Less than 5 years	4.5
5 years, but less than 10 years	5.5
10 years, but less than 15 years	6.5
15 or more years	8.5

17
18 3. Effective July 1, 2023, the earned Vacation Leave for all regular full-time employees
19 shall be based upon years of service as a regular full-time employee with the City,
20 and shall be as follows:

Years of Continuous Service	Hours of Vacation Earned Per Biweekly Pay Period
Less than 5 years	5
5 years, but less than 10 years	6
10 years, but less than 15 years	7
15 or more years	9

21
22 4. Vacation Leave hours may be maintained in the employee's Vacation Leave bank
23 up to a maximum number of hours equal to five hundred (500) hours.

24
25 5. Vacation Leave hours shall accrue for each pay period the employee is in full pay
26 status a major portion of his/her regularly scheduled biweekly hours.

27
28 a. A "major portion" is defined as full pay status for at least forty-eight (48) hours in
29 an eighty (80) hour pay period.
30

1 b. Vacation Leave shall be charged based on one-quarter (1/4) hour for each quarter-
2 hour or major portion thereof taken.

3
4 c. Vacation Leave taken during a biweekly period shall be charged before
5 Vacation Leave earned during that pay period is credited.
6

7 Employees may not use Vacation Leave before they have earned such leave.
8

9 d. Holidays, as enumerated in this Agreement, occurring within the vacation
10 period will not be counted as vacation days.
11

12 e. Sick Leave will not be granted in lieu of Vacation Leave.
13

14 6. When vacations may be taken shall be determined in advance by the
15 Department Head, or his/her designee, after considering the needs of the City and
16 the wishes and seniority of the employees.
17

18 7. Regular employees who leave the employment of the City for any reason shall
19 be compensated for earned Vacation Leave hours accrued at the time of
20 separation from the City's employment.
21

22 8. Upon request an employee may cash out up to forty (40) hours of accumulated, but
23 unused, regular Vacation Leave in increments of twenty (20) hours. To be eligible, the
24 employee must file a written request with the Department Head.
25

26 9. Effective July 1, 2021, City employees who are rehired and have five continuous
27 years of service from their rehire date shall have all years of City service counted for
28 the purpose of vacation accruals only. The employee shall be responsible for
29 notifying Payroll of their desire to enact this provision of this contract.
30

31 **B. LEAVE OF ABSENCE**
32

33 1. Leaves of absence will only be granted if approved by the Human Resources
34 Department.
35

36 2. If the leave of absence is not approved by the Human Resources Department,
37 the employee may appeal to the Reno Civil Service Commission.
38

39 **C. SICK LEAVE**
40

41 1. All regular full-time employees shall be entitled to earn and accumulate Sick
42 Leave without limitation at the following rates:
43

Regularly Scheduled Hours per Week	Sick Leave Earning Rate Per Biweekly Pay Period
40	4.0 hours

44
45 2. Sick Leave hours shall accrue for each pay period the employee is in full pay
46 status a major portion of his/her regularly scheduled biweekly hours.
47

- 1 a. A “major portion” is defined as full pay status for at least forty-eight (48) hours
2 in an eighty (80) hour pay period.
3
- 4 3. Sick Leave shall be an absence from work by reason of illness, injury or death
5 under the following circumstances:
6
- 7 a. Sick Leave may be granted only as the result of:
8
- 9 (1) Illness or injury of the employee;
10
- 11 (2) Attendance for the illness or injury of any relative within the third degree of
12 consanguinity or affinity (Consanguinity is defined as kinship to include blood
13 relationship; whereas affinity is the connection existing in consequence of
14 marriage) e.g., spouse, parent, child, grandparent, brother or sister; or
15 grandchild, adopted child or stepchild that resides with the employee; or
16
- 17 (3) Death of any relative defined above.
18
- 19 b. The City shall comply with Federal regulations regarding leave under the Family
20 Medical Leave Act (FMLA), and shall administer the FMLA program according to
21 the City’s FMLA policy.
22
- 23 c. In the event of a death in the immediate family as defined in Section C3.a.(3) above,
24 an employee shall be granted days off with pay to attend the funeral or services as
25 provided below:
26
- 27 (1) If attending services in town, up to three (3) days may be taken as Bereavement
28 Leave and shall not be deducted from the employee's Sick Leave.
29
- 30 (2) If attending services out-of-town beyond one hundred (100) miles of Reno, up to
31 five (5) days may be taken with the understanding that the additional two (2)
32 days will be charged to Sick Leave.
33
- 34 *Consanguinity or affinity chart is attached as Appendix F.
35
- 36 4. Sick leave shall be charged on the basis of one-quarter (1/4) hour for each quarter-
37 hour or major portion thereof taken.
38
- 39 a. Holidays occurring during Sick Leave periods shall not be counted as Sick Leave.
40
- 41 b. Sick leave taken during a biweekly pay period shall be charged before Sick Leave
42 earned during that pay period is credited.
43
- 44 (1) Employees may not use Sick Leave before they have earned such leave.
45
- 46 5. If an employee does not have adequate accrued Sick Leave time, the employee
47 may request the use of accrued vacation in lieu thereof and such request shall not be
48 unreasonably denied.
49
- 50 6. An employee requiring Sick Leave must provide his/her Department Head, or his/her
designee, with evidence of such need.

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- a. Thereupon, the Department Head shall guarantee his personal knowledge of the need by certifying to the payroll clerk the granting of Sick Leave.
 - b. To ensure such knowledge, he/she may reasonably require the employee to provide written doctor's statement before Sick Leave may be granted, provided the department has notified the employee in advance of such a requirement. As used in this section, "in advance" means:
 - (1) standing notification that all future requests for Sick Leave shall require a doctor's statement certifying the need;
 - (2) notification concurrent with the employee's request for Sick Leave; or
 - (3) notification following the employee's request for Sick Leave but prior to the employee's return to duty provided the employee is still in a Sick Leave status.
 - c. Additional documentation may be required of the employee for the use of Sick Leave.
7. Upon retirement, an employee hired prior to June 20, 1977, shall be compensated for accrued Sick Leave at the rate of one (1) hour's pay at his/her regular hourly rate for every two (2) hours of Sick Leave accrued up to one thousand three hundred (1,300) hours. To be eligible for this benefit, an employee may not use more than sixty (60) hours of Sick Leave each year in the last two (2) years of service, except in the case of a documented serious health condition.
8. Upon retirement, an employee hired after June 20, 1977, shall be compensated for accumulated but unused Sick Leave as follows:
- a. An employee 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 his/her base hourly rate of pay. The amount of compensation shall be paid in cash or used to purchase additional PERS, or may be placed in a deferred compensation account.
 - b. An employee 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 his/her total accumulated hours up to a maximum of sixty percent (60%) of one thousand three hundred (1,300) hours, at his/her base hourly rate of pay. The amount of compensation shall be paid in cash or used to purchase additional PERS, or may be placed in a deferred compensation account (within the law).
 - c. 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 an approved leave provided by the Family Medical Leave Act (FMLA).

1
2 d. An employee is only eligible for one Sick Leave payoff program upon
3 separation of employment or retirement.
4

5 9. In the event of on-the-job death of an employee all accumulated Sick Leave shall
6 be paid to the employee's estate at one hundred percent (100%) of the
7 employee's Sick Leave bank at the employee's last base hourly rate.
8

9 D. BONUS LEAVE

10
11 1. Effective July 1, 2006, for all employees covered by bonus Sick Leave, bonus
12 Sick Leave hours shall be converted to regular Sick Leave. Bonus Sick Leave
13 shall sunset.
14

15 E. JURY DUTY AND WITNESS APPEARANCE

16
17 1. Any employee required by legal process to serve on any jury or to appear for jury
18 selection shall receive his/her regular salary as though he/she were actually on the
19 job during this time, provided that he/she remits such jury fees (excluding mileage
20 and meal reimbursement, if any) to the City Clerk for deposit into the General Fund
21 of the City.
22

23 a. Any employee appearing on jury duty during scheduled days off shall retain any
24 witness fees but will not receive regular salary.
25

26 b. Any employee appearing for jury service shall have the jury service time
27 counted as time worked on that work day.
28

29 c. Employees receiving summons for jury service shall immediately notify their
30 Department Head, or his/her designee, to make the necessary scheduling
31 changes.
32

33 d. If the employee is released from jury service and four (4) or more hours are
34 remaining on the employee's scheduled work shift, he/she shall report back to
35 his/her department to resume work for the remainder of his/her regular shift.
36

37 2. Witness Appearance: An employee ordered by legal process to appear as a
38 witness in court, or at another judicial or administrative tribunal, shall be subject
39 to the following regulations:
40

41 a. If called as a witness during regular work hours for any proceeding which arises
42 out of the employee's work duties performed on behalf of the City of Reno, the
43 employee shall receive his/her regular salary for all hours involved in responding
44 to and being available for the witness service, and for all time spent in actual
45 testimony.
46

47 b. If called as a witness during regular work hours for any criminal proceeding or
48 for any civil proceeding wherein the employee is testifying on behalf of the City
49 of Reno, the employee shall receive his/her regular salary for all hours involved

1 in responding to and being available for the witness service, and for all time
2 spent in actual testimony.

3
4 c. If called as a witness in any other civil proceeding, the employee may utilize paid
5 or unpaid leave subject to the terms of this Agreement, or under other City or
6 departmental policy.

7
8 d. Any employee who is assigned "court standby" not during their regular duty hours
9 who may be called to respond to court in order to testify shall receive one (1)
10 hour Standby Pay for the appropriate A.M. or P.M. hours, or two (2) hours for
11 the entire day if the subpoena or standby is for both A.M. and P.M. In no case
12 will stand-by pay exceed one (1) hour for A.M. or one (1) hour for P.M. for the
13 same day. Upon arriving on duty when called up from Standby for court on their
14 day off, an employee will be compensated in accordance with the overtime
15 section of this contract. Overtime will only be paid for hours actually worked.
16 Should two or more court stand-by notices or subpoenas be issued for the
17 concurrent time period, an employee will only be paid once for the concurrent
18 time.

19
20 3. With respect to both Jury Duty and Witness Appearances, it is agreed that the
21 department and the employee shall cooperate to utilize flexible hours, temporary
22 shift changes and other techniques to facilitate the employee's appearance and
23 minimize the employee's inconvenience.

24 25 F. MILITARY LEAVE

- 26
27 1. Any employee who is an active member of the United States Army Reserve, the United
28 States Naval Reserve, the United States Marine Corps Reserve, the United States
29 Coast Guard Reserve, the United States Air Force Reserve or the National Guard must
30 be relieved from the employee's duties, upon the employee's request, to serve under
31 orders without loss of the employee's regular compensation for a period of not more
32 than fifteen (15) working days in any one calendar year. No such absence may be a
33 part of the employee's Vacation Leave provided for bylaw.
34
35 2. In addition to the foregoing benefit, Military Leave shall be handled in accordance
36 with the requirements of applicable Nevada and Federal law.

37 38 G. ON-THE-JOB DISABILITY LEAVE

- 39
40 1. Whenever an employee receives injury or illness while on duty with the City, which is
41 determined by the worker's compensation provider to be compensable, and the
42 condition prevents the employee from performing his/her normal full-time duties, the
43 City shall pay full salary to the employee for a period of up to but not exceeding thirty
44 (30) calendar days from the date of absence from work. For qualifying conditions, the
45 City shall pay full salary to the employee for a period of up to three hundred twenty
46 (320) cumulative work hours not to exceed a period of twelve (12) consecutive months
47 from date of injury.
48
49 a. During this period, the employee shall not forfeit any accrued Sick Leave.

1 b. Upon expiration of the applicable period provided for in Section G(1), after the
2 compensable injury, if the employee is still unable to work, he/she may elect
3 to utilize accrued Sick Leave, during which period the employee shall receive
4 full compensation from the City, and his/her Sick Leave shall be charged at the
5 rate of one (1) hour of Sick Leave for every two (2) hours of Sick Leave taken for
6 the difference in hours between worker's compensation pay and his/her salary.
7

8 c. Holidays occurring during an industrial leave will not be counted as part of the
9 applicable period provided in Section G(1) above.
10

11 d. To be entitled to the benefits of this Article, the employee shall return to the Reno
12 City Clerk all workers' compensation payments covering the applicable
13 period(s) provided in Section G(1) above.
14

15 2. When accrued Sick Leave has expired, if the employee is still unable to work,
16 except for total accumulated Vacation Leave pay, the employee shall receive no
17 additional compensation from the City.
18

19 3. When receiving workers' compensation benefits, an employee shall not accrue
20 Sick Leave and Vacation Leave.
21

22 4. If the employee is continually confined to a duly licensed hospital, as a result of the
23 compensable injury, the City will pay full regular salary to the employee during the
24 entire period of the confinement until the Workers' Compensation payments cease
25 in connection with this injury.
26

27 a. If there are special circumstances that warrant the action, the above requirements
28 of continual confinement to a duly licensed hospital may be waived by action of
29 the City Council.
30

31 b. During this period, the employee will not forfeit Sick Leave or Vacation Leave
32 benefits, but will refund all workers' compensation payments to the City.
33

34 5. Whenever medically and administratively feasible the City will provide light duty
35 work.
36

37 a. The City may send, at the City's expense, an injured worker to a physician of
38 its choosing to ascertain whether light duty work is physically harmful to the
39 employee.
40

41 6. The employee has the right to seek, at the employee's expense, a second opinion
42 if the employee disagrees with the findings of the physician with which the City
43 contracted to evaluate whether light duty work is physically harmful to said
44 employee.
45

46 H. FAMILY MEDICAL LEAVE ACT 47

48 1. Family Medical Leave Act shall be administered equally for all employees as
49 required by Federal Law. The City agrees to allow employees to use Sick Leave

1 for the birth, adoption or placement of a child or children when the employee's
2 application for FMLA is approved.
3

4 I. CATASTROPHIC LEAVE DONATION
5

- 6 1. All employees will be allowed to donate vacation to fellow employees in
7 accordance with the City Voluntary Leave Donation procedure. Employees may
8 also donate up to eighty (80) hours of Sick Leave as long as that donation leaves
9 five hundred twenty (520) hours of Sick Leave in the donating employee's bank.
10 Employees may donate up to eighty (80) hours of leave per calendar year.
11 Employees receiving donations of Catastrophic Leave may use that leave in
12 accordance with the City Sick Leave policy.
13

14 **ARTICLE 13. HEALTH AND WELFARE**
15

16 A. CITY OF RENO GROUP INSURANCE
17

- 18 1. The City shall make contributions equal to one hundred percent (100%) of the
19 employee only cost of the health and life insurance premiums for each full-time
20 probationary employee, and full-time regular employee and for each qualified
21 part-time employee on a pro rata basis (pursuant to Article 9, Section I (3)) to any
22 of the following insurance plans:
23
24 a. A group medical and dental indemnity plan, the benefits of which shall be
25 provided through a self-insured plan or under a group insurance policy or policies
26 issued by an insurance company or insurance companies selected by the City.
27
28 b. Any other prepaid or indemnity group medical and dental plan or plans
29 (including health maintenance organizations) determined appropriate by the
30 City.
31
32 2. Each employee enrolled in the City's group health and life insurance program shall,
33 as part of the coverage provided in Section A(1) above, be provided term life
34 insurance under a policy which offers coverage in an amount equivalent to one (1)
35 times the employee's annual base salary. The amount of the term life insurance
36 coverage shall revert to ten thousand dollars (\$10,000) for those employees who
37 retire and continue as part of the City of Reno insurance group, regardless of the
38 type of retirement. The term life insurance coverage for retirees shall be subject
39 to the reduction formula specified in the group term life insurance policy.
40
41 3. The City shall contribute to the cost of dependent coverage an amount equal to fifty
42 percent (50%) of the cost of the indemnity plan coverage for each dependent
43 category, for those qualifying employees who decide to be covered by Section A(1)
44 above.
45
46 a. This amount shall be used as a credit to the appropriate category of dependent
47 coverage selected by the employee.
48
49 b. This credit shall only be available to those employees who qualify and elect to
50 receive dependent coverage.

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- c. Under no circumstances will the City contribute more to the cost of dependent coverage than the actual cost of that coverage.
- 4. If the cost of dependent coverage selected by the employee under Section A(3) above exceeds the maximum City contributions, the employee shall pay the additional cost.
- 5. All qualified employees who elect coverage under Section A(1) above, shall be covered by, and the City contributions shall be made for, the plan(s) of his/her choice on the first of the month following thirty (30) calendar days of his/her initial date of hire.
- 6. Specific medical and dental benefit levels and premium costs are not set forth in this Agreement 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 Agreement.
 - 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 Agreement.
 - d. The City assumes no responsibility for increased plan costs except as provided in Section A(1) of this Article.
- 7. 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.
- 8. 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 with Medicare.
 - b. City contributions are not payable toward contributions an employee is required to make to the Federal government for Medicare coverage.
- 9. 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 thirty (30) or more full-time years of 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) years PERS credit. To qualify, the employee must be eligible to retire, must

1 immediately go from City of Reno employment into PERS retirement status and must
2 receive retirement benefits under PERS. This benefit shall continue so long as the
3 retiree remains in the City's group health insurance program and until the retiree is
4 eligible for Federal benefits under Medicare or other Federal programs or reaches
5 age sixty-five (65), whichever occurs first. The City reserves the right to alter the plans
6 and benefit schedules available to such retirees in accordance with changes
7 implemented under the City's health and life insurance program for active employees.
8 This benefit will not apply to employees hired on or after July 1, 2013.
9

10 10. The City agrees to pay seventy five percent (75%) of the health and life
11 insurance premium for the employee only coverage category for any employee who
12 retires, and who has fifteen (15), but less than thirty (30) full-time years of
13 continuous, regular service with the City of Reno or fifteen (15) or more full-time
14 years of continuous, regular service with the City of Reno, plus up to five (5) years
15 of additional PERS credit for a total of twenty (20) years PERS credit. To qualify, the
16 employee must be eligible to retire, must immediately go from City of Reno
17 employment into retirement status and must receive retirement benefits under
18 PERS. This benefit shall continue so long as the retiree remains in the City's group
19 health insurance program and until the retiree is eligible for Federal benefits under
20 Medicare or other Federal programs or reaches age sixty-five (65), whichever
21 occurs first. The City reserves the right to alter the plans and benefit schedules
22 available to such retirees in accordance with changes implemented under the
23 City's health and life insurance program for active employees. This benefit will not
24 apply to employees hired on or after July 1, 2013.
25

26 11. The City agrees to pay fifty percent (50%) of the health and life insurance
27 premium for the employee only coverage category for any employee who retires
28 and who has ten (10), but less than fifteen (15) full-time years of continuous, regular
29 service with the City of Reno. To qualify, the employee must be eligible to retire,
30 must immediately go from City of Reno employment into retirement status and must
31 receive retirement benefits under PERS. This benefit shall continue so long as the
32 retiree remains in the City's group health insurance program and until the retiree
33 is eligible for Federal benefits under Medicare or other Federal programs or
34 reaches age sixty-five (65), whichever occurs first. The City reserves the right to
35 alter the plans and benefit schedules available to such retirees in accordance with
36 changes implemented under the City's health and life insurance program for active
37 employees. This benefit will not apply to employees hired on or after July 1, 2013.
38

39 12. The retiree medical benefits described in Subsections 9, 10, and 11 will not apply
40 to employees hired after July 1, 2013.
41

42 B. LONG-TERM DISABILITY INSURANCE

43
44 The City shall provide long-term disability insurance to employees covered under
45 this Agreement in accordance with the terms of the long-term disability policy in
46 effect between the City and the long-term disability carrier.
47

48 **ARTICLE 14. RETIREMENT**

- 1 1. The retirement system for all regular employees shall be the Public Employees'
2 Retirement System of Nevada (PERS) in accordance with applicable provisions
3 of the Nevada Revised Statutes (NRS).
4
5 a. Future PERS rate increases/decreases on and after July 1, 2011 shall be split
6 equally between the City and the employee. The Salary Table in Appendix E
7 and the salary of each employee shall be considered to be automatically
8 decreased by one-half (1/2) of any PERS rate increase and increased by one-
9 half (1/2) of any PERS rate decrease.
10
11 b. If there is an increase in the PERS contributions attributed to the employee as
12 outlined in Section A(1) due to the 2019 Nevada State Legislative session, and
13 that increase to the employee contribution is greater than one percent (1%),
14 the City shall contribute the amount over one percent (1%) on behalf of the
15 employee.
16
17 (1) The parties agree that the contribution arrangement outlined in Section A(2)
18 shall sunset June 30, 2020.
19
20 2. The parties recognize that an employee may not be mandatorily retired because of
21 attaining a particular age. It is agreed, however, that continued employment in City
22 service is contingent upon satisfactory performance of his/her assigned duties.
23

24 **ARTICLE 15. SAFETY AND HEALTH**

25 **A. OBJECTIVE**

- 26
27
28 1. The City and the Union will cooperate in the continuing objective of eliminating
29 accidents and health hazards.
30
31 2. The City shall continue to make reasonable provisions for the safety and health
32 of its employees during the hours of their employment.
33

34 **B. SAFETY COMMITTEE**

- 35
36 1. One (1) employee representative of the bargaining unit will serve as a member
37 of the City's Executive Safety Committee. The employee representative will be
38 selected by the Union.
39
40 2. The employee member's attendance at the City's Executive Safety Committee
41 meetings shall be without loss of pay, provided that there will be no overtime
42 payment for time spent in such meetings.
43

44 **C. PROTECTIVE GEAR AND EQUIPMENT**

- 45
46 1. When it is determined by the City that specific protective devices, wearing
47 apparel, and other equipment necessary to protect an employee from injury or
48 exposure is reasonable and prudent, the City shall furnish such devices, apparel
49 and/or equipment, which may include, but shall not be limited to, coveralls, safety
50 boots, safety glasses and rain gear.

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- 2. In lieu of furnishing the specified items of safety boots and safety glasses, the City may elect to reimburse covered employees up to one hundred dollars (\$100.00) per purchase as governed by the replacement provisions below. In order to be eligible for reimbursement as provided in this paragraph, the employee must submit proof of purchase with his/her claim.
- 3. Effective July 1, 2021, the City will reimburse up to an additional one hundred and fifty dollars (\$150.00) for safety boots only.
- 4. When replacement of any item provided pursuant to this section is required due to normal wear, such replacement shall be at the City's expense. When replacement of any item is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

ARTICLE 16. CAREER DEVELOPMENT

A. TRAINING COURSES

- 1. An employee will be reimbursed for educational training courses pursuant to the following conditions:
 - a. The training must be directly related to the employee's career development plan as approved by the Department Head.
 - b. Only a regular full-time employee who has been so employed for at least one (1) year will be eligible for reimbursement.
 - c. Reimbursement must be approved by his/her Department Head prior to starting educational training courses and shall be for required and elective courses needed to complete a declared Associate's, Bachelor's or Master's Degree; or for specialized training.
 - d. No employee will be reimbursed for more than two thousand dollars (\$2,000.00) per fiscal year, however, reimbursement will not be effected if the cost is assumed by any other institution, scholarship or grant-in-aid.
 - e. No employee shall be reimbursed for more than four hundred dollars (\$400.00) for seminars.
 - f. Reimbursement will not be effected if the cost is assumed by any other institution, scholarship or grant-in-aid.
 - g. Reimbursable expenses shall be restricted to tuition, course fees and required textbooks.
 - h. A course must be taken from a recognized and accredited school or NENA or APCO for specialized training.

1 i. Employees must present evidence of passing grade as certified by the accredited
2 institution, and must the surrender all textbooks for placement in the departmental
3 referencelibrary.
4

5 2. While courses should normally be taken on the employee's own time, exception may
6 be granted by his/her Department Head, in which case hours away from work must
7 be deducted from earned Vacation Leave, Compensatory Time or be recorded as an
8 unpaid leave of absence. Subject to the Department Head's approval up to four (4)
9 hours per week away from work to take courses may be granted without deduction
10 from regular pay.
11

12 3. For purposes of this Article, approval or determination by the Department Head is not
13 subject to the grievance procedure.
14

15 B. TRAINING PROGRAMS 16

17 1. The City and the Union agree, when feasible, and when the number of employees
18 warrant, to cooperate in City in-house training programs.
19

20 2. The City may contract with the Union to provide training programs.
21

22 C. CAREER DEVELOPMENT/SUPERVISOR TEAMWORK DEVELOPMENT FUND 23

24 1. Each supervisor will be allowed a reimbursement up to two hundred dollars (\$200.00)
25 per fiscal year for supplies, products, or non-cash awards used in promoting the team
26 environment in which they directly supervise. Reimbursement is subject to the
27 Department Head's approval, and must be approved in advance.
28

29 D. EDUCATION PAY 30

31 1. Education Pay shall be paid in accordance with the following:
32

33 a. A full time employee who has obtained an Associate's Degree from an accredited
34 college or university shall receive twenty-five dollars (\$25.00) per biweekly pay
35 period.
36

37 b. A full time employee who has obtained a Bachelor's Degree from an accredited
38 college or university shall receive fifty dollars (\$50.00) per biweekly pay period.
39

40 c. A full time employee who has obtained a Master's Degree from an accredited
41 college or university shall receive one hundred dollars (\$100.00) per biweekly pay
42 period.
43

44 d. No employee shall receive Education Pay for a degree that has been determined
45 to be a minimum qualification of their job classification.
46

47 e. A full-time employee who has obtained a NENA or APCO certificate shall
48 receive twenty-five dollars (\$25.00) per biweekly pay period.
49

- f. No employee shall receive compensation under more than one of the degree incentive Sections D(a) through D(d) above; however, an employee who receives the NENA or APCO in Section D(e) above shall be eligible to compound that incentive with either the Associate's or Bachelor's degree incentive, not to exceed one hundred dollars (\$100.00) per biweekly pay period.
- g. An employee requesting Education Pay shall be required to provide proof of the degree and such pay shall begin the first full pay period following the date the certification or degree is received in Central payroll.

E. SENIOR ENVIRONMENTAL CONTROL OFFICER CERTIFICATION PAY:

- 1. Employees in the Senior Environmental Control Officer job classification, shall be eligible for Certification Pay as specified in Appendix D.
- 2. No employee shall receive Certification pay for certifications that have been determined to be minimum qualifications of a job classification.

F. SENIOR CODE COMPLIANCE OFFICER CERTIFICATION PAY

- 1. The Senior Code Compliance Officer classification shall be eligible for Certification Pay as specified in Appendix D.
- 2. No employee shall receive more than ten percent (10%) of his/her base pay under this section.
- 3. No employee shall receive Certification Pay for certifications that have been determined to be minimum qualifications of a job classification.

G. INSPECTOR CERTIFICATION PAY

- 1. Employees in Inspector job classifications within the Local 39, Supervisory Unit, shall be eligible for Certification pay as specified in Appendix D.
- 2. No employee shall receive more than ten percent (10%) of his/her base pay under this section.
- 3. No employee shall receive Certification Pay for certifications that have been determined to be minimum qualifications of a job classification.

ARTICLE 17. LABOR/MANAGEMENT COMMITTEE

- 1. A Labor/Management Committee consisting of three (3) Supervisory Bargaining Unit members, seven (7) Rank and File Bargaining Unit members, four (4) representatives designated by the City Manager, the Human Resources Director or his/her designee, and the Union Business Representative shall hold meetings as may be agreed upon by the Committee. This Committee shall meet at least two (2) times per year, once in the first half of the calendar year and second in the latter half of the calendar year. Minutes of the meeting shall be made available to the members of the Committee and the Union.

- 1 2. The Union and the City agree to furnish to the other in writing the names of
2 the representatives, their titles and areas of responsibility, and the co-
3 chairpersons immediately after their designation. The City and the Union
4 agree to present in writing to each other on January 1 of each year of this
5 agreement an updated list of the representatives and co-chairpersons.
6
- 7 3. The meetings will be held for the purpose of:
8 a. Discussing the administration of this Contract.
9 b. Exchanging general information of interest to the parties.
10 c. Giving the representatives the opportunity to share the views and concerns of
11 represented employees and their management.
12
- 13 4. The meetings shall be conducted alternately by two (2) co-chairpersons, with
14 one (1) co-chairperson designated by the Union and one (1) co-chairperson
15 designated by the City. The co-chairpersons shall be responsible for
16 conducting all advance notifications and preparing and distributing advance
17 meeting agendas to all concerned parties. It shall be the responsibility of the
18 alternate co-chairperson for documentation of the minutes.
19
- 20 5. It shall be the responsibility of the Union representatives to personally notify
21 their Department Head or his/her designee of the dates and times of such
22 meetings.
23
- 24 6. Attendance at such meeting shall be without loss of pay, provided that no
25 employee shall be eligible for any overtime payment for time spent in any
26 meetings authorized by the provisions of this Article.
27
- 28 7. No discussion or consideration of any item before the Labor/Management
29 Committee shall be deemed as a limitation on the City's rights, the Union's
30 rights or any other specific contractual language.
31

32 **ARTICLE 18. MISCELLANEOUS**

33 **A. LAYOFF**

- 34 1. Should it become necessary in any department to lay off any employee, the parties
35 hereby agree that employee(s) will be laid off in accordance with the following
36 guidelines:
37
- 38 2. Layoff Procedure
39
- 40 3. The order of layoffs is as follows:
41 a. Temporary employees;
42 b. Probationary employees;
43
- 44
- 45
- 46
- 47
- 48
- 49

1
2 c. Part-time employees;
3

4
5 d. Full-time employees in reverse order of their seniority. The employee with the
6 least classification seniority shall be released first. In the case of a tie, within
7 classification seniority, the employee with the least City employment shall be
8 released first.
9

10 4. Any employee laid off shall have his/her name placed on the layoff register for that
11 classification pursuant to Section C below.
12

13 **B. BUMPING AND RECALL RIGHTS**
14

15 a. An employee who is laid off shall have the right to bump to another classification
16 that the employee previously held within the bargaining unit, and/or within the
17 Job Series Progression within the bargaining unit as indicated in Appendix B,
18 where they have sufficient seniority and that is in the same or lower grade as
19 the employee's current grade.
20

21 b. Bumping shall be into the position occupied by the least senior employee in
22 the classification. That least senior employee will then be added to the list of
23 employees included in the layoff and may exercise all the rights contained in
24 this Article.
25

26 c. An employee who bumps to another previously held classification shall carry
27 their current classification seniority to the new job.
28

29 d. An employee who elects to bump into another classification previously held
30 retains the right to be on the layoff register for the classification from which they
31 were laid off.
32

33 e. Any employee who is recalled to a job with the same or more scheduled work
34 hours they held prior to the layoff shall forfeit any future right to be recalled to
35 that same classification if they decline the recall offer.
36

37 f. An employee who was laid off may accept an offer of a part-time position with
38 fewer scheduled work hours in that same classification without forfeiting their
39 right to be recalled to their prior scheduled work hours in that same
40 classification.
41

42 g. Any employee who is recalled, or bumped into a prior classification, shall obtain
43 any required certifications within six (6) months of reinstatement. Employees
44 may not bump outside bargaining units represented by Local 39.
45

46 h. When a reduction in force is contemplated, the City agrees to meet and confer
47 with the Union on the impact including consideration of PERS buyout,
48 continuation of employee medical plans and other possible incentives to early
49 separation.

1
2 C. RECALL
3

- 4 1. The names of employees who are laid off shall be placed on a departmental layoff
5 register for the job classification held at the time of layoff.
6
7 a. Names shall be placed on this layoff register in the inverse order of their layoff,
8 that is, the last person laid off shall be the number one person on the layoff
9 register.
10
11 b. The name of the employee shall remain on that list for a period not to exceed
12 three (3) years.
13
14 2. Persons on the layoff register shall have preference for recall over all others to
15 the job classification and department from which laid off.
16
17 a. Persons whose names are placed on a layoff register shall be recalled
18 according to his/her City-wide seniority in the affected job classification, the
19 most senior person the first to be offered an opportunity to return.
20
21 b. An individual who has been recalled pursuant to the above, who fails to respond
22 or refuses to accept the job, shall have his name removed from the layoff
23 register.
24
25 3. The names of persons on the layoff register shall also be placed on the top of the
26 City-wide promotion or open eligible list for the job classification in which they
27 were employed at the time of lay off. Department managers shall retain discretion
28 to select and make appointments as provided under the Civil Service Rules and
29 Regulations. The City and the Union agree to meet to discuss any proposed
30 changes to the Civil Service Rules and Regulations which serve to expand the
31 department manager's right to select and make appointments.
32
33 4. During the time an individual is on a departmental layoff register, the City will notify
34 that individual of vacancies which may occur in positions which have been
35 authorized for hire.
36
37 5. When the City Manager authorizes the filling of a regular position in the Civil
38 Service where the vacancy is not reserved for individuals with recall rights, and so
39 long as names on departmental layoff registers are still active, said vacancy shall
40 be filled by selection from an eligibility list established using a City-wide
41 competitive examination; except that:
42
43 a. If the City-wide competitive examination fails to produce an eligibility list
44 containing three (3) qualified names, the certification may include names taken
45 from an open competitive eligibility list. The City may, at its discretion, provide
46 for simultaneous open and City-wide examinations.
47
48

1 b. For purpose of this section, "City-wide competitive examination" shall mean that
2 the competition is restricted to active employees of the City and individuals
3 whose names appear on departmental layoff registers.
4

5 6. If a job classification is modified subsequent to the time the employee is laid off, the
6 employee's rights of return as specified within this Article shall extend to the
7 successor classification.
8

9 7. If an individual is hired to a job classification other than the job classification from
10 which he was laid off, he shall have the right to return to the department and job
11 classification he held prior to being laid off should it subsequently become
12 available, provided that his name is still on the departmental layoff register.
13

14 Further, if an individual is offered a job in a different job classification, the individual
15 shall have the right to refuse the offer without affecting his standing on the
16 departmental layoff register.
17

18 8. Individuals eligible for recall shall be given fourteen (14) calendar days' notice of
19 recall. Notice of recall shall be sent to the individual by certified mail with a copy to
20 the Union. The individual must notify the Department Head of his intention to return
21 within five workdays after receiving notice of recall. The City shall be deemed to
22 have fulfilled its obligations by mailing the recall notice by certified mail, return
23 receipt requested, to the mailing address last provided by the individual. It shall be
24 the obligation and responsibility of the individual to provide the City with his latest
25 mailing address.
26

27 D. The following provisions shall apply upon recall or return to active City service
28 immediately following a layoff:
29

30 1. Time spent in the laid off status shall be deducted from the employee's continuous
31 service date, but shall not be considered as a break in continuous service.
32

33 2. Upon recall or return to the job classification held at the time of layoff, the
34 employee shall be placed on the pay schedule within the grade assigned to the
35 job classification at the same step that he/she held at the time of his/her layoff.
36

37 a. In the event the employee returns to a job classification other than the job
38 classification held at the time of his/her layoff, the employee shall be placed on
39 the pay schedule within the grade assigned to the job classification at that step
40 which corresponds to the step held at the time of his layoff. (For example, if the
41 employee was at Step 5 at the time of his layoff, he shall be placed at Step 5
42 upon his return.)
43

44 3. Except where the bank ceased to exist because the City Manager approved cash
45 out, the employee shall receive full credit for vacation, sick and sick bonus hours
46 accumulated but unused at the time of his layoff.
47

48 E. In lieu of the grievance-arbitration procedures specified in Article 6 of this labor
49 agreement, the parties agree to the following appeal process:
50

- 1 1. Upon signing of this agreement, a four person panel will be established to hear
2 appeals that arise regarding the administration of the Layoff provisions of this
3 Article. This panel shall be comprised of four members, with the City selecting two
4 members and the Union selecting two members.
5
6 2. Within five (5) calendar days of receipt of notification of pending layoff, an
7 individual may appeal his layoff if he believes the layoff was taken out of the order
8 specified above where said error directly resulted in his/her layoff. The appeal must
9 be filed in writing with the Department of Human Resources. The appeal must state
10 the employee's exact reasons therefore and must include copies of any
11 substantiating documentation.
12
13 a. Within five (5) calendar days from the receipt of the appeal, the panel
14 established under 1. above shall convene to examine the relevant evidence
15 and take testimony.
16
17 b. Within five (5) calendar days of that meeting, the panel shall render its decision
18 and reasons therefore in writing. A copy of this decision shall be provided to the
19 employee and the Union.
20
21 c. If the majority of the panel is unable to reach consensus, the standing members
22 of the panel shall jointly select a fifth (5th) member who, after review of the
23 evidence, shall issue decision breaking the tie.
24
25 (1) If the panel is unable to mutually agree upon the selection of a fifth (5th)
26 member, the Human Resources Director and the Union Representative
27 shall meet to jointly select and appoint the fifth (5th) member.
28
29 d. The decision of the panel shall be final and binding on the parties.
30

31 **ARTICLE 19. SENIORITY**

- 32
33 A. A list of employees arranged in order of departmental seniority by years of service and
34 classification shall be maintained and made available for examination by employees,
35 provided the seniority list be revised and updated as necessary. A copy of the same
36 shall be given to the Union.
37
38 B. Seniority shall be the primary consideration, along with departmental needs, in
39 granting employee preferences relative to holidays worked, holidays off, vacation
40 leave time, shift assignments and days off.
41
42 1. Seniority will be observed for employees wanting to work holidays on their regular
43 scheduled work day, should the department require working on a holiday. If said
44 employee declines to work, then the next regularly scheduled senior employee
45 will be given the opportunity, and so on. If no employee requests to work the
46 holiday, then management has the right of assignment, starting with the least
47 senioremployee.
48
49 2. A holiday schedule requesting employee sign up will be posted 45 days prior to a
50 holiday, for staffing levels to be met.

1
2 **ARTICLE 20. EFFECTIVE DATE AND DURATION**

3
4 A. EFFECTIVE DATE AND DURATION

- 5
6 1. This Agreement shall be in full force and effect February 1, 2021, and shall continue
7 in force until June 30, 2024.
8
- 9 2. Any side letters dated prior to July 1, 2020, and not included in an Appendix or
10 incorporated in this Agreement are null and void. This Agreement supersedes any
11 previous agreements between the City of Reno, its employees, and the Union.
12 The parties will not be bound by any past understandings, customs, or practices.
13 The parties agree that the relations between them will be governed by the terms
14 of this Agreement, including any written amendments executed by the parties
15 subsequent to the effective date of this Agreement.
16
- 17 3. In the event that prior to the expiration of this Agreement, the City claims a "fiscal
18 emergency" as defined below, the parties shall then meet and confer in good faith
19 for the purpose of determining means of alleviating revenue shortfalls for the next
20 fiscal year beginning July 1. Only Article 9, Salaries, shall be opened, unless
21 mutually agreed upon by both parties.
22
- 23 4. The City shall identify the fund(s), the affected department(s) and the names and
24 classifications of all affected employees within the identified(s).
- 25
- 26 a. A "fiscal emergency" exists when as a result of decreasing revenues, one of the
27 following events occur:
28
- 29 (1) A severe financial emergency of the City is determined by the Nevada
30 Department of Taxation in accordance with NRS 354.685; or
31
- 32 (2) The consolidation tax revenue and ad valorem receipts received by the City
33 decline by more than eleven percent (11%) from the fiscal year in the month
34 ending April 30, compared to the prior fiscal in the month ending April 30,
35 and no additional funds have been received to make up less than the eleven
36 percent (11%) decline.
37
- 38 b. A "fiscal emergency" shall not exist or be claimed by the City, if the following
39 exists:
40
- 41 (1) The City has any reserve fund balances, including any "stabilization
42 reserve" with the exception of minimum reserve funds required by law and
43 those that meet the definition of "restricted assets" as defined by GASB 34.
44 The City agrees to provide the Union with any and all information in regards
45 to all reserve funds.

IN WITNESS WHEREOF, the City and the Union have caused these presents to be duly executed by their authorized representatives this 1st day of February, 2022.

X [Signature]

Mayor



X [Signature]

City Clerk

Negotiations Committee Attest:

[Signature]

Bart Florence, Business Manager

[Signature]

Jeff Gladieux, President

[Signature]

Brandy Johnson, Director of Public Employees

[Signature]

Jerry Frederick, Business Representative

[Signature]

Mary Bieth, Member/Negotiator

[Signature]

Tim Hendricks, Member/Negotiator

[Signature]

Sara Skroch, Member/Negotiator

WITNESSETH: APPROVED AS TO LEGAL FORM

X *WIN COOPER*

DEPUTY CITY ATTORNEY

[Faint, illegible handwritten notes]

APPENDIX A

**ALPHABETICAL LIST OF CLASSES
LOCAL 39 SUPERVISORY**

<u>GRADE</u>	<u>CLASS</u>
GS 25	Business License Technician Supervisor
GS 27	Community Services Supervisor
GS 25	Evidence Technician Supervisor
GS 23	Golf Services Coordinator
GS 30	Inspection Services Supervisor
GS 25	Management Assistant
GS 27	Permit Services Supervisor
GS 30	Plans Examiner Supervisor
GS 24	Police Records Supervisor
GS 24	Police Services Supervisor
GS 28	Public Safety Dispatch Supervisor
GS 28	Public Works Crew Supervisor
GS 24	Records Management Program Coordinator
GS 23	Recreation Program Coordinator
GS 26	Safety and Training Specialist
GS 29	Senior Code Compliance Officer
GS 30	Senior Combination Inspector
GS 26	Senior Engineering Technician II
GS 26	Survey Party Chief
GS 29	Traffic Signal Maintenance Supervisor
GS 24	Tree Maintenance Crew Supervisor

APPENDIX B

Job Series Progression

Community Services Supervisor
Community Services Officer
Parking Enforcement Officer
Evidence Technician Supervisor
Evidence Technician

Management Assistant
Administrative Secretary
Secretary/Program Assistant
Office Assistant II
Office Assistant I

Permit Services Supervisor
Development Permit Technician

Plans Examiner Supervisor/Senior Combination Inspector
Plans Examiner
Combination Inspector
Building Inspector II
Building Inspector I

Police Records Supervisor
Police Assistant II
Police Assistant I

Police Services Supervisor
Police Services Specialist

Public Safety Dispatch Supervisor
Public Safety Dispatcher
Public Safety Dispatch Trainee
Public Safety Call Taker

Public Works Crew Supervisor
Maintenance Worker III/Equipment Operator II/Parking Meter Technician
Maintenance Worker II
Maintenance Worker I

Senior Code Enforcement Officer
Code Enforcement Officer II
Code Enforcement Officer I

Job Series Progression (Continued)

Traffic Signal Maintenance Supervisor
Public Works Crew Supervisor
Traffic Signal Technician
Traffic Signal Mechanic

Tree Maintenance Supervisor
Senior Tree Maintenance Worker
Tree Maintenance Worker

Accounting Technician/Purchasing Technician
Accounting Assistant

Public Works Construction Inspector
Senior Engineering Technician II
Senior Engineering Technician I
Engineering Assistant

Environmental Control Officer
Environmental Control Technician

Public Works Crew Supervisor
Senior Equipment Mechanic
Equipment Mechanic
Equipment Service Worker

Equipment Service Writer
Equipment Parts Technician

Information Systems Technician II
Information Systems Technician I

Senior Irrigation Systems Technician
Irrigation Systems Technician

Senior Parks Maintenance Worker
Parks Maintenance Worker II
Parks Maintenance Worker I

Senior Water Reclamation Plant Operator
Water Reclamation Plant Operator

Maintenance Technician Public Works/Parks

APPENDIX B CONTINUED
Supervisors Not Listed

Supervisors Not Listed

Police Services Supervisor
Records Management Program Coordinator
Recreation Program Coordinator
Safety and Training Specialist
Survey Party Chief

Non-Supervisory Not Listed

Application Support Technician
Business License Compliance Officer
Civil Service Technician
Communications Technician
Equipment/Supply Technician
GIS Technician
Land Development Plans Examiner
Logistics Officer
Park Ranger
Property Program Technician
Records Technician
Recreation Program Assistant
Reprographics Technician
Senior Groundskeeper
Senior Recreation Leader (Full-Time)

APPENDIX C

SUPERVISORY STEWARD REPRESENTATION AREAS

The Supervisory Unit is divided into four (4) Representation Areas. Each Representation Area will have a Stewards.

1. City Hall, City Hall Annex, Police Department Building, Municipal Court.
2. Public Safety Dispatch.
3. Public Works Corporation Yard.
4. Parks, Recreation, City Hall Garage and Police Communications Shop.

APPENDIX D

Job Title	2.5% Each, Max 10%
Plans Examiner Supervisor Plans Examiner	Residential Building Inspector ICC (B1) Residential Plumbing Inspector ICC (P1) Residential Mechanical Inspector ICC (M1) Residential Electrical Inspector ICC (E1) Commercial Building Inspector ICC (B2) Commercial Plumbing Inspector ICC (P2) Commercial Mechanical Inspector ICC(M2) Commercial Electrical Inspector ICC (E2)
Development Permit Technician Development Permit Specialist Permit Services Supervisor	Building Plans Examiner ICC (B3) Residential Building Inspector ICC (B1) Residential Plumbing Inspector ICC (P1) Residential Mechanical Inspector ICC (M1) Residential Electrical Inspector ICC (E1) Residential Plans Examiner ICC (P3) Residential Energy Inspector ICC (79) Zoning Inspector ICC (75) Property Maintenance and Housing Inspector ICC (64)
Residential Plans Examiner	Residential Building Inspector ICC (B1) Residential Plumbing Inspector ICC (P1) Residential Mechanical Inspector ICC (M1) Residential Electrical Inspector ICC (E1) Commercial Building Inspector ICC (B2) Commercial Plumbing Inspector ICC (P2) Commercial Mechanical Inspector ICC (M2) Commercial Electrical Inspector ICC (E2) Building Plans Examiner ICC (B3)
Senior Combination Inspector Combination Inspector	Accessibility Inspector ICC (21) Commercial Energy Inspector ICC (77) Building Plans Examiner ICC (B3) Fire Inspector 1 ICC (66) Commercial Energy Plans Examiner ICC (78) Certified Building Official ICC (CBO) Completion of a recognized journeyman program in one of the following trades: Carpentry/Framing, HVAC/Mechanical/Sheet Metal, Plumbing/Pipefitting, Electrical
Building Inspector II	Accessibility Inspector ICC (21) Commercial Energy Inspector ICC (77) Building Plans Examiner ICC (B3) Residential Plans Examiner ICC (R3) Fire Inspector 1 ICC (66) Residential Energy Inspector ICC (79)

Job Title	2.5% Each, Max 10%
<p align="center">Building Inspector I</p>	<p align="center"> Commercial Building Inspector ICC (B2) Commercial Plumbing Inspector ICC (P2) Commercial Mechanical Inspector ICC (M2) Commercial Electrical Inspector ICC (E2) Residential Energy Inspector ICC (79) Accessibility Inspector ICC (21) </p>
<p align="center"> Senior Code Officer Code Enforcement Officer II </p>	<p align="center"> Code Enforcement Administrator ICC/AACE Residential Building Inspector ICC (B1) Permit Technician ICC (14) P.C. 832 – Peace Officer Training Commercial Building Inspector ICC (B2) Fire Inspector 1 ICC (66) </p>
<p align="center">Code Enforcement Officer I</p>	<p align="center"> Code Enforcement Administrator ICC/AACE Residential Building Inspector ICC (B1) Permit Technician ICC (14) P.C. 832 – Peace Officer Training Commercial Building Inspector ICC (B2) Fire Inspector 1 ICC (66) CACE Certified Code Enforcement Officer ICC/AACE Zoning Inspector ICC (75) </p>

APPENDIX E

Local 39 Supervisory Unit Schedule

Local 39 Supervisory Unit
Salary Schedule Effective February 12, 2021 - Exhibit E-2
WAGE INCREASE OF 2.5%

		*****STEP*****								
Classification	Grade	1	2	3	4	5	6	7	8	
Golf Services Coordinator	GS23	26.19	27.47	28.87	30.32	31.81	33.42	35.06	36.83	Hourly
Recreation Program Coordinator		2,095.37	2,197.99	2,309.38	2,425.42	2,544.62	2,673.41	2,804.73	2,946.50	Bi-Weekly
		54,479.73	57,147.63	60,043.81	63,060.80	66,160.19	69,508.74	72,923.03	76,609.09	Annual
Police Records Supervisor	GS24	27.47	28.87	30.32	31.81	33.42	35.06	36.83	38.68	Hourly
Police Services Supervisor		2,197.99	2,309.38	2,425.42	2,544.62	2,673.41	2,804.73	2,946.50	3,094.76	Bi-Weekly
Records Mgmt Program Coordinator		57,147.63	60,043.81	63,060.80	66,160.19	69,508.74	72,923.03	76,609.09	80,463.87	Annual
Tree Maintenance Crew Supervisor										
Business License Tech Supervisor	GS25	28.87	30.32	31.81	33.42	35.06	36.83	38.68	40.61	Hourly
Evidence Technician Supervisor		2,309.38	2,425.42	2,544.62	2,673.41	2,804.73	2,946.50	3,094.76	3,248.72	Bi-Weekly
Management Assistant		60,043.81	63,060.80	66,160.19	69,508.74	72,923.03	76,609.09	80,463.87	84,466.78	Annual
Safety & Training Specialist	GS26	30.32	31.81	33.42	35.06	36.83	38.68	40.61	42.65	Hourly
Senior Engineering Technician II		2,425.42	2,544.62	2,673.41	2,804.73	2,946.50	3,094.76	3,248.72	3,411.77	Bi-Weekly
Survey Party Chief		63,060.80	66,160.19	69,508.74	72,923.03	76,609.09	80,463.87	84,466.78	88,706.11	Annual
Community Services Supervisor	GS27	31.81	33.42	35.06	36.83	38.68	40.61	42.65	44.77	Hourly
		2,544.62	2,673.41	2,804.73	2,946.50	3,094.76	3,248.72	3,411.77	3,581.56	Bi-Weekly
		66,160.19	69,508.74	72,923.03	76,609.09	80,463.87	84,466.78	88,706.11	93,120.53	Annual
Public Safety Dispatch Supervisor	GS28	33.42	35.06	36.83	38.68	40.61	42.65	44.77	47.02	Hourly
Public Works Crew Supervisor		2,673.41	2,804.73	2,946.50	3,094.76	3,248.72	3,411.77	3,581.56	3,761.33	Bi-Weekly
		69,508.74	72,923.03	76,609.09	80,463.87	84,466.78	88,706.11	93,120.53	97,794.62	Annual
Senior Code Compliance Officer	GS29	35.06	36.83	38.68	40.61	42.65	44.77	47.02	49.37	Hourly
Traffic Signal Maintenance Supervisor		2,804.73	2,946.50	3,094.76	3,248.72	3,411.77	3,581.56	3,761.33	3,949.40	Bi-Weekly
		72,923.03	76,609.09	80,463.87	84,466.78	88,706.11	93,120.53	97,794.62	102,684.35	Annual
Inspection Services Supervisor	GS30	36.83	38.68	40.61	42.65	44.77	47.02	49.37	51.83	Hourly
Permit Services Supervisor		2,946.50	3,094.76	3,248.72	3,411.77	3,581.56	3,761.33	3,949.40	4,146.69	Bi-Weekly
Plans Examiner Supervisor		76,609.09	80,463.87	84,466.78	88,706.11	93,120.53	97,794.62	102,684.35	107,813.84	Annual
Senior Combination Inspector										

Local 39 Supervisory Unit
Salary Schedule Effective July 2, 2021 - Exhibit E-2
WAGE INCREASE OF 2.5%

		*****STEP*****								
Classification	Grade	1	2	3	4	5	6	7	8	
Golf Services Coordinator	GS23	26.85	28.16	29.59	31.08	32.60	34.25	35.94	37.75	Hourly
Recreation Program Coordinator		2,147.74	2,252.95	2,367.11	2,486.03	2,608.26	2,740.23	2,874.89	3,020.19	Bi-Weekly
		55,841.21	58,576.82	61,544.91	64,636.80	67,814.70	71,245.94	74,747.12	78,524.86	Annual
Police Records Supervisor	GS24	28.16	29.59	31.08	32.60	34.25	35.94	37.75	39.65	Hourly
Police Services Supervisor		2,252.95	2,367.11	2,486.03	2,608.26	2,740.23	2,874.89	3,020.19	3,172.14	Bi-Weekly
Records Mgmt Program Coordinator		58,576.82	61,544.91	64,636.80	67,814.70	71,245.94	74,747.12	78,524.86	82,475.52	Annual
Tree Maintenance Crew Supervisor										
Business License Tech Supervisor	GS25	29.59	31.08	32.60	34.25	35.94	37.75	39.65	41.62	Hourly
Evidence Technician Supervisor		2,367.11	2,486.03	2,608.26	2,740.23	2,874.89	3,020.19	3,172.14	3,329.94	Bi-Weekly
Management Assistant		61,544.91	64,636.80	67,814.70	71,245.94	74,747.12	78,524.86	82,475.52	86,578.51	Annual
Safety & Training Specialist	GS26	31.08	32.60	34.25	35.94	37.75	39.65	41.62	43.71	Hourly
Senior Engineering Technician II		2,486.03	2,608.26	2,740.23	2,874.89	3,020.19	3,172.14	3,329.94	3,497.05	Bi-Weekly
Survey Party Chief		64,636.80	67,814.70	71,245.94	74,747.12	78,524.86	82,475.52	86,578.51	90,923.30	Annual
Community Services Supervisor	GS27	32.60	34.25	35.94	37.75	39.65	41.62	43.71	45.89	Hourly
		2,608.26	2,740.23	2,874.89	3,020.19	3,172.14	3,329.94	3,497.05	3,671.10	Bi-Weekly
		67,814.70	71,245.94	74,747.12	78,524.86	82,475.52	86,578.51	90,923.30	95,448.58	Annual
Public Safety Dispatch Supervisor	GS28	34.25	35.94	37.75	39.65	41.62	43.71	45.89	48.19	Hourly
Public Works Crew Supervisor		2,740.23	2,874.89	3,020.19	3,172.14	3,329.94	3,497.05	3,671.10	3,855.37	Bi-Weekly
		71,245.94	74,747.12	78,524.86	82,475.52	86,578.51	90,923.30	95,448.58	100,239.52	Annual
Senior Code Compliance Officer	GS29	35.94	37.75	39.65	41.62	43.71	45.89	48.19	50.60	Hourly
Traffic Signal Maintenance Supervisor		2,874.89	3,020.19	3,172.14	3,329.94	3,497.05	3,671.10	3,855.37	4,048.13	Bi-Weekly
		74,747.12	78,524.86	82,475.52	86,578.51	90,923.30	95,448.58	100,239.52	105,251.50	Annual
Inspection Services Supervisor	GS30	37.75	39.65	41.62	43.71	45.89	48.19	50.60	53.13	Hourly
Permit Services Supervisor		3,020.19	3,172.14	3,329.94	3,497.05	3,671.10	3,855.37	4,048.13	4,250.36	Bi-Weekly
Plans Examiner Supervisor		78,524.86	82,475.52	86,578.51	90,923.30	95,448.58	100,239.52	105,251.50	110,509.23	Annual
Senior Combination Inspector										

Local 39 Supervisory Unit
Salary Schedule Effective July 16, 2021 - Exhibit E-2
WAGE DECREASE OF .25% - PERS CONTRIBUTION RATE INCREASE

		*****STEP*****								
Classification	Grade	1	2	3	4	5	6	7	8	
Golf Services Coordinator	GS23	26.78	28.10	29.52	31.00	32.52	34.17	35.85	37.66	Hourly
Recreation Program Coordinator		2,142.42	2,248.17	2,361.29	2,479.91	2,601.84	2,733.49	2,867.81	3,012.75	Bi-Weekly
		55,702.87	58,452.40	61,393.43	64,477.76	67,647.74	71,070.64	74,563.05	78,331.54	Annual
Police Records Supervisor	GS24	28.10	29.52	31.00	32.52	34.17	35.85	37.66	39.56	Hourly
Police Services Supervisor		2,248.17	2,361.29	2,479.91	2,601.84	2,733.49	2,867.81	3,012.75	3,165.13	Bi-Weekly
Records Mgmt Program Coordinator		58,452.40	61,393.43	64,477.76	67,647.74	71,070.64	74,563.05	78,331.54	82,293.32	Annual
Tree Maintenance Crew Supervisor										
Business License Tech Supervisor	GS25	29.52	31.00	32.52	34.17	35.85	37.66	39.56	41.53	Hourly
Evidence Technician Supervisor		2,361.29	2,479.91	2,601.84	2,733.49	2,867.81	3,012.75	3,165.13	3,322.59	Bi-Weekly
Management Assistant		61,393.43	64,477.76	67,647.74	71,070.64	74,563.05	78,331.54	82,293.32	86,387.25	Annual
Safety & Training Specialist	GS26	31.00	32.52	34.17	35.85	37.66	39.56	41.53	43.61	Hourly
Senior Engineering Technician II		2,479.91	2,601.84	2,733.49	2,867.81	3,012.75	3,165.13	3,322.59	3,488.53	Bi-Weekly
Survey Party Chief		64,477.76	67,647.74	71,070.64	74,563.05	78,331.54	82,293.32	86,387.25	90,701.69	Annual
Community Services Supervisor	GS27	32.52	34.17	35.85	37.66	39.56	41.53	43.61	45.78	Hourly
		2,601.84	2,733.49	2,867.81	3,012.75	3,165.13	3,322.59	3,488.53	3,662.15	Bi-Weekly
		67,647.74	71,070.64	74,563.05	78,331.54	82,293.32	86,387.25	90,701.69	95,215.88	Annual
Public Safety Dispatch Supervisor	GS28	34.17	35.85	37.66	39.56	41.53	43.61	45.78	48.08	Hourly
Public Works Crew Supervisor		2,733.49	2,867.81	3,012.75	3,165.13	3,322.59	3,488.53	3,662.15	3,846.77	Bi-Weekly
		71,070.64	74,563.05	78,331.54	82,293.32	86,387.25	90,701.69	95,215.88	100,015.95	Annual
Senior Code Compliance Officer	GS29	35.85	37.66	39.56	41.53	43.61	45.78	48.08	50.48	Hourly
Traffic Signal Maintenance Supervisor		2,867.81	3,012.75	3,165.13	3,322.59	3,488.53	3,662.15	3,846.77	4,038.31	Bi-Weekly
		74,563.05	78,331.54	82,293.32	86,387.25	90,701.69	95,215.88	100,015.95	104,995.94	Annual
Inspection Services Supervisor	GS30	37.66	39.56	41.53	43.61	45.78	48.08	50.48	53.00	Hourly
Permit Services Supervisor		3,012.75	3,165.13	3,322.59	3,488.53	3,662.15	3,846.77	4,038.31	4,240.04	Bi-Weekly
Plans Examiner Supervisor		78,331.54	82,293.32	86,387.25	90,701.69	95,215.88	100,015.95	104,995.94	110,240.91	Annual
Senior Combination Inspector										

Local 39 Supervisory Unit
Salary Schedule Effective July 1, 2022 - Exhibit E-2
WAGE INCREASE OF 7.0%

		*****STEP*****								
Classification	Grade	1	2	3	4	5	6	7	8	
Golf Services Coordinator	GS23	28.65	30.07	31.59	33.17	34.80	36.56	38.36	40.30	Hourly
Recreation Program Coordinator		2,292.23	2,405.43	2,527.26	2,653.37	2,783.64	2,925.18	3,069.09	3,224.15	Bi-Weekly
Therapeutic Recreation Coordinator		59,598.06	62,541.31	65,708.87	68,987.75	72,374.73	76,054.71	79,796.42	83,827.95	Annual
Police Records Supervisor	GS24	30.07	31.59	33.17	34.80	36.56	38.36	40.30	42.33	Hourly
Police Services Supervisor		2,405.43	2,527.26	2,653.37	2,783.64	2,925.18	3,069.09	3,224.15	3,386.31	Bi-Weekly
Records Mgmt Program Coordinator		62,541.31	65,708.87	68,987.75	72,374.73	76,054.71	79,796.42	83,827.95	88,044.00	Annual
Tree Maintenance Crew Supervisor										
Business License Tech Supervisor	GS25	31.59	33.17	34.80	36.56	38.36	40.30	42.33	44.44	Hourly
Evidence Technician Supervisor		2,527.26	2,653.37	2,783.64	2,925.18	3,069.09	3,224.15	3,386.31	3,555.57	Bi-Weekly
Management Assistant		65,708.87	68,987.75	72,374.73	76,054.71	79,796.42	83,827.95	88,044.00	92,444.81	Annual
Safety & Training Specialist	GS26	33.17	34.80	36.56	38.36	40.30	42.33	44.44	46.66	Hourly
Senior Engineering Technician II		2,653.37	2,783.64	2,925.18	3,069.09	3,224.15	3,386.31	3,555.57	3,733.15	Bi-Weekly
Survey Party Chief		68,987.75	72,374.73	76,054.71	79,796.42	83,827.95	88,044.00	92,444.81	97,061.78	Annual
Training & Development Specialist										
Community Services Supervisor	GS27	34.80	36.56	38.36	40.30	42.33	44.44	46.66	48.98	Hourly
		2,783.64	2,925.18	3,069.09	3,224.15	3,386.31	3,555.57	3,733.15	3,918.20	Bi-Weekly
		72,374.73	76,054.71	79,796.42	83,827.95	88,044.00	92,444.81	97,061.78	101,873.17	Annual
Public Safety Dispatch Supervisor	GS28	36.56	38.36	40.30	42.33	44.44	46.66	48.98	51.45	Hourly
Public Works Crew Supervisor		2,925.18	3,069.09	3,224.15	3,386.31	3,555.57	3,733.15	3,918.20	4,115.67	Bi-Weekly
		76,054.71	79,796.42	83,827.95	88,044.00	92,444.81	97,061.78	101,873.17	107,007.40	Annual
Senior Code Compliance Officer	GS29	38.36	40.30	42.33	44.44	46.66	48.98	51.45	54.01	Hourly
Traffic Signal Maintenance Supervisor		3,069.09	3,224.15	3,386.31	3,555.57	3,733.15	3,918.20	4,115.67	4,320.65	Bi-Weekly
		79,796.42	83,827.95	88,044.00	92,444.81	97,061.78	101,873.17	107,007.40	112,336.97	Annual
Inspection Services Supervisor	GS30	40.30	42.33	44.44	46.66	48.98	51.45	54.01	56.71	Hourly
Permit Services Supervisor		3,224.15	3,386.31	3,555.57	3,733.15	3,918.20	4,115.67	4,320.65	4,536.69	Bi-Weekly
Plans Examiner Supervisor		83,827.95	88,044.00	92,444.81	97,061.78	101,873.17	107,007.40	112,336.97	117,953.81	Annual
Senior Combination Inspector										

Local 39 Supervisory Unit
Salary Schedule Effective July 14, 2023 - Exhibit E-2
WAGE INCREASE OF 2.5%

		*****STEP*****								
Classification	Grade	1	2	3	4	5	6	7	8	
Golf Services Coordinator	GS23	29.37	30.82	32.38	34.00	35.67	37.48	39.32	41.30	Hourly
Recreation Program Coordinator		2,349.53	2,465.58	2,590.43	2,719.69	2,853.28	2,998.30	3,145.87	3,303.98	Bi-Weekly
Therapeutic Recreation Coordinator		61,087.66	64,105.00	67,351.24	70,712.07	74,185.27	77,955.75	81,792.54	85,903.60	Annual
Police Records Supervisor	GS24	30.82	32.38	34.00	35.67	37.48	39.32	41.30	43.39	Hourly
Police Services Supervisor		2,465.58	2,590.43	2,719.69	2,853.28	2,998.30	3,145.87	3,303.98	3,470.94	Bi-Weekly
Records Mgmt Program Coordinator		64,105.00	67,351.24	70,712.07	74,185.27	77,955.75	81,792.54	85,903.60	90,244.33	Annual
Tree Maintenance Crew Supervisor										
Business License Tech Supervisor	GS25	32.38	34.00	35.67	37.48	39.32	41.30	43.39	45.55	Hourly
Evidence Technician Supervisor		2,590.43	2,719.69	2,853.28	2,998.30	3,145.87	3,303.98	3,470.94	3,643.61	Bi-Weekly
Management Assistant		67,351.24	70,712.07	74,185.27	77,955.75	81,792.54	85,903.60	90,244.33	94,733.80	Annual
Safety & Training Specialist	GS26	34.00	35.67	37.48	39.32	41.30	43.39	45.55	47.83	Hourly
Senior Engineering Technician II		2,719.69	2,853.28	2,998.30	3,145.87	3,303.98	3,470.94	3,643.61	3,826.38	Bi-Weekly
Survey Party Chief		70,712.07	74,185.27	77,955.75	81,792.54	85,903.60	90,244.33	94,733.80	99,485.89	Annual
Training & Development Specialist										
Community Services Supervisor	GS27	35.67	37.48	39.32	41.30	43.39	45.55	47.83	50.21	Hourly
		2,853.28	2,998.30	3,145.87	3,303.98	3,470.94	3,643.61	3,826.38	4,016.90	Bi-Weekly
		74,185.27	77,955.75	81,792.54	85,903.60	90,244.33	94,733.80	99,485.89	104,439.29	Annual
Public Safety Dispatch Supervisor	GS28	37.48	39.32	41.30	43.39	45.55	47.83	50.21	52.73	Hourly
Public Works Crew Supervisor		2,998.30	3,145.87	3,303.98	3,470.94	3,643.61	3,826.38	4,016.90	4,218.52	Bi-Weekly
		77,955.75	81,792.54	85,903.60	90,244.33	94,733.80	99,485.89	104,439.29	109,681.51	Annual
Senior Code Compliance Officer	GS29	39.32	41.30	43.39	45.55	47.83	50.21	52.73	55.36	Hourly
Traffic Signal Maintenance Supervisor		3,145.87	3,303.98	3,470.94	3,643.61	3,826.38	4,016.90	4,218.52	4,428.65	Bi-Weekly
		81,792.54	85,903.60	90,244.33	94,733.80	99,485.89	104,439.29	109,681.51	115,144.79	Annual
Inspection Services Supervisor	GS30	41.30	43.39	45.55	47.83	50.21	52.73	55.36	58.13	Hourly
Permit Services Supervisor		3,303.98	3,470.94	3,643.61	3,826.38	4,016.90	4,218.52	4,428.65	4,650.08	Bi-Weekly
Plans Examiner Supervisor		85,903.60	90,244.33	94,733.80	99,485.89	104,439.29	109,681.51	115,144.79	120,902.03	Annual
Senior Combination Inspector										

