

LABOR AGREEMENT

July 1, 2020 – January 31, 2021

CITY OF RENO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

STATIONARY LOCAL #39

NON-SUPERVISORY UNIT

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NON-SUPERVISORY UNIT

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1 **PREAMBLE**

2 This AGREEMENT, entered into by the CITY OF RENO, hereinafter referred to as the City, and
3 the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATION 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, regular part-time employees and certain regular limited appointment
15 employees as identified in Article XIX, Limited Appointments and as may be modified
16 by the parties during the term of this agreement in the Non-Supervisory Unit.
17
18 2. The Union recognizes the City Manager and his/her designee(s) as the negotiating
19 representative(s) for the City and shall negotiate exclusively with him/her or his/her
20 designee(s), except as otherwise specifically provided in this Agreement.
21

22 **B. COVERAGE OF EMPLOYEES**

- 23
24 1. The Non-Supervisory Unit consists of all City employees as stated in the listing of
25 classes forth in Appendix A of this Agreement.
26
27 2. This Agreement applies only to employees in the above described representation
28 unit.
29
30 3. It is understood that the composition of the above described representation unit is
31 subject to change.
32

33 **ARTICLE 2. EMPLOYEE RIGHTS**

34
35 **A. GENERAL PROVISIONS**

- 36
37 1. Any employee, except for those employees designated as confidential, in a
38 classification listed in Appendix A of this Agreement has the right to the full benefits
39 and protections of this Agreement as may be generally provided or set forth in this
40 Agreement; except that,
41
42 2. Any employee dismissed from City employment while serving an initial probationary
43 period shall not have the right to appeal such dismissal.
44

45 **B. UNION MEMBERSHIP**

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

- 1 2. The City agrees to notify the Union of all new employees covered under the
2 Agreement within three (3) days of distributing the first pay check.
3

4 C. EMPLOYEE FILES
5

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

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 if
11 there has been no recurrence.
 - 12
 - 13 b. Suspensions of less than five days shall be sealed after two (2) years from the
14 date of issuance if there has been no recurrence.
 - 15
 - 16 c. Suspensions of five (5) days or more shall be sealed after five (5) years from the
17 date of issuance if there has been no recurrence.
 - 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 the
22 City Attorney. The City will notify the Union when the record has been sealed as
23 requested.
24

25 **E. EMPLOYEE PARKING**
26

- 27 1. In the event employees begin to incur expenses for parking in the future, the City
28 and the Union agree to meet and confer to 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 writing
39 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 Agreement to become effective on the first full pay period after five (5) days
43 prior submission to the appropriate City agency.
44
 - 45 (2) Within sixty (60) days of the signing of this Agreement, the Union shall notify
46 the City by certified mail of the amount to be deducted for Union dues and
47 assessments and for Union per capita payments, said deductions to become
48 effective the first full pay period following receipt of the Union's notice.
49 Thereafter, the Union shall provide the City notice by certified mail of the
50 amount to be deducted during the term of the Agreement with payment to

1 become effective by the first full pay period following receipt of the Union's
2 notice.

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

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

11
12 (1) Such cancellation can only be made during an annual fifteen (15) day period
13 from June 15 to June 30. The employee shall make notification of such
14 cancellation by certified letter to the Union and the City postmarked during this
15 time period.

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

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

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

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

35
36 d. If state law is changed to permit agency shops or fair share deductions, the parties
37 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 full
43 pay period after five (5) days prior submission to the appropriate City Agency.

44
45 3. The City agrees not to honor any check-off authorizations or dues deduction
46 authorizations executed by any employee in the aforementioned bargaining unit in
47 favor of any other labor organization or organization representing employees for
48 purposes of negotiation or providing for wages, hours, and working conditions, and
49 other fringe benefits for its members.

- 1 4. The Union agrees to indemnify, defend and hold the City harmless against any and
2 all claims or suits that may arise out of or by reason of action taken by the City in
3 reliance upon any authorization cards submitted by the Union to the City. The Union
4 agrees to refund to the City any amounts paid to it in error on account of the payroll
5 deduction provisions upon presentation of proper evidence of error or mistake.
6
7 5. The City agrees to deduct from the biweekly wages of each employee in the
8 aforementioned bargaining unit the authorized deduction of such funds as he/she
9 may specify for the City of Reno Credit Union, U.S. Savings Bonds, United Way,
10 Operating Engineers Local #3 Credit Union, the authorized Health Plan or such
11 other purposes as the City may hereafter approve.
12

13 **B. UNION COMMUNICATIONS**
14

- 15 1. The Union may use City conference rooms and similar building facilities with
16 employees in the unit it represents; may post material on bulletin boards provided to
17 serve employees in the unit it represents; and may visit work locations to confer with
18 its members regarding grievances or other business within the scope of
19 representation or as otherwise provided for in this Agreement.
20
21 a. Use of City meeting facilities requires reasonable advance notice to the
22 appropriate City official and is subject to prior scheduling.
23
24 b. The Union shall be entitled to reasonable use of bulletin boards at work locations
25 where they are established or where they may be located as agreed upon by the
26 Union and the appropriate Department Head. The Chief Steward of the area or the
27 Union Business Representative shall have the responsibility to update and
28 maintain the bulletin boards.
29
30 c. Duly authorized representatives of the Union shall be permitted to enter offices to
31 transact business within the scope of representation and to observe conditions
32 under which employees are employed and carry out their responsibilities; provided,
33 however, that Union representatives shall, upon arrival at the facility, notify the
34 person in charge of the areas he wishes to visit. Access shall not be unreasonably
35 denied. If denied, the reason or reasons for denial must be stated.
36
37 2. The Union may include notices with the payroll checks only when approved by the
38 City Manager or his/her designee.
39

40 **C. UNION REPRESENTATION AND RELEASE TIME**
41

- 42 1. The City recognizes and agrees to deal with designated stewards and
43 representatives of the Union on all matters relating to discipline, grievances and the
44 interpretation, application or enforcement of the express terms of this Agreement.
45
46 a. The Union may designate seven (7) Chief Stewards from the Non-Supervisory Unit
47 to be assigned as determined by the Union as specified in Appendix B.
48
49 b. The Union shall furnish the City in writing with the names of all Representatives
50 and Stewards immediately after their designation.

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2. At the request of the Union, Chief Steward(s) may be allowed reasonable time off without loss of pay to represent the Union in meetings with any formal City body or with representatives of the City for purposes deemed appropriate by the City and the Union.
3. Effective July 1, 2006, the City will provide a pool of thirty two (32) hours release time with pay per fiscal year for Chief Steward's training, provided that the City is given at least thirty (30) days advance written notice.
4. Upon the request of an aggrieved employee, a Representative of the Union or the Chief Steward may investigate the specific grievance, provided that the employee is in the Chief Steward's assigned area of responsibility and the Chief Steward assists in its presentation.
 - a. A Chief Steward shall be allowed reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval of their supervisor.
 - b. If the Chief Steward requests to leave the work site, they shall keep to a minimum the time spent in fulfilling their duties.
5. It shall be the responsibility of all Chief Stewards to discuss first with the affected employee's immediate supervisor any question regarding interpretation or application of this Agreement.
6. Any employee who is a real party in interest or who is subpoenaed as a Union or City witness in matters relating to employee-employer relations shall be released with pay by the City for reasonable periods of time spent concerning such matters, provided that:
 - a. The employee(s) have the prior approval of the City Manager or his/her designee (such approval will not be unreasonably denied).
 - b. The time released with pay is during the employee's normally scheduled working hours.
 - c. No overtime shall be paid as a result of an employee's participation in such matters.
7. Within six (6) months prior to the expiration of this Agreement the Union, subject to reasonable notice to the City, may request a total of sixty four (64) hours of paid release time from a pool to be used by area representatives as defined in Appendix B. for preparation for upcoming Agreement negotiations. Said time shall be coordinated through the City's Labor Relations Administrator for coordination with the various City Departments.

1 **ARTICLE 4. MANAGEMENT RIGHTS**

2 **A. GENERAL PROVISIONS**

- 3 1. All rights, functions and responsibilities of the City not specifically modified by this
4 Agreement shall remain the vested functions of the City.
5
6 2. This Agreement is not intended to restrict discussion with the Union regarding
7 matters within the scope of the City's Management Rights.
8

9 **B. SPECIFIC PROVISIONS**

- 10
11 1. The City is entitled to the sole right and authority to operate and direct the affairs of
12 the City in all its various aspects. Those rights include but are not limited to the
13 following:
14
15 a. The right to hire, direct, assign or transfer an employee, but excluding the right to
16 assign or transfer an employee as a form of discipline.
17
18 b. The right to reduce in force or lay off any employee because of the lack of work or
19 lack of funds. In exercising this right, the local government employer shall comply
20 with all other applicable provisions of the Nevada Revised Statutes, if any.
21
22 c. The right to determine:
23
24 (1) Appropriate staffing levels and work performance standards except for safety
25 considerations.
26
27 (2) The content of the workday, including without limitation work load factors,
28 except for safety considerations.
29
30 (3) The quality and quantity of services to be offered to the public; and
31
32 (4) The means and methods of offering those services.
33
34 (5) The safety of the public.
35
36 d. The right to maintain the efficiency of its governmental operations.
37
38 2. Notwithstanding the provisions of this Agreement, the City has the right to take
39 whatever actions may be necessary to carry out its responsibilities in situations of
40 emergency such as a riot, military action, natural disaster or civil disorder.
41

42 **ARTICLE 5. GENERAL PROVISIONS**

43 **A. STRIKES AND LOCKOUTS**

- 44
45
46 1. No lockout of employees shall be instituted by the City during the term of this
47 Agreement.
48

- 1 2. The Union agrees that during the term of this Agreement neither it nor its officers,
2 employees or members will engage in, encourage, sanction, support, or suggest
3 any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass
4 absenteeism, picketing or any other similar actions which would involve suspension
5 of, or interference with the normal work of the City,
6
7 3. In the event that Union members participate in such activities in violation of this
8 provision, the Union shall notify those members so engaged to cease and desist
9 from such activities and shall instruct the members to return to their normal duties.

10
11 **B. DISCRIMINATION**
12

- 13 1. The City will not unlawfully interfere with or discriminate in any way against any
14 employee by reason of his/her membership in the Union or participation in any
15 activity approved by this Agreement, nor will the City unlawfully discourage
16 membership in the Union or encourage membership in any other employee
17 organization.
18
19 2. The Union, in turn, recognizes its responsibility as exclusive bargaining agent and
20 agrees to represent all employees without discrimination, interference, restraint, or
21 coercion.
22
23 3. The provisions of this Agreement shall be applied equally to all employees, without
24 discrimination as to physical or mental disability, age, sex, marital status, religion,
25 race, color, creed, sexual orientation, national origin, or political or Union
26 membership.
27
28 4. The City and the Union shall share equally the responsibility for applying this provision
29 of the Agreement. Allegations of Union membership discrimination are subject to the
30 grievance procedure; all other allegations of discrimination shall be excluded from the
31 grievance procedure and shall be heard by the appropriate City department and/or
32 the appropriate State and/or Federal agency.
33

34 **C. SAVINGS CLAUSE**
35

- 36 1. In the event that any provision of this Agreement is or shall be rendered invalid by
37 applicable legislation or be declared invalid by any court or regulatory agency of
38 competent jurisdiction, such action shall only invalidate that provision of the
39 Agreement.
40
41 2. It is the express intention of the City and the Union that all other provisions not
42 rendered invalid shall remain in full force and effect, and that the parties shall enter
43 into negotiations to bring the invalid section or sections into compliance.
44

45 **D. POLYGRAPH TESTING**
46

- 47 1. The City may request but shall not require an employee to submit to a polygraph
48 examination. Should the employee agree, the employee shall be informed of the
49 topic of the examination and provided twenty-four (24) hours' notice of the
50 examination.

1
2 **ARTICLE 6. GRIEVANCE PROCEDURE**

3
4 **A. PURPOSE**

- 5
6 1. This grievance and complaint procedure shall be used to process and resolve
7 grievances and complaints arising under this Agreement.
8
9 2. The purposes of this procedure are:
10
11 a. To resolve grievances and complaints at the lowest possible level;
12
13 b. To provide an orderly procedure for reviewing and resolving grievances and
14 complaints promptly.
15

16 **B. DEFINITIONS**

- 17
18 1. A "grievance" is a dispute by one or a group of employees, or a dispute between
19 the Union and the City involving the interpretation, application, or enforcement of the
20 express terms of this Agreement.
21
22 2. As used in this procedure the term "party and/or grievant" means an employee, the
23 Union or the City.
24
25 3. For the purpose of the Article, a business day is defined as Monday through Friday
26 exclusive of holidays.
27

28 **C. TIME LIMITS**

- 29
30 1. Each party involved in a grievance or complaint shall act quickly so that the
31 grievance/complaint may be resolved promptly.
32
33 2. Every effort should be made to complete action within the time limits contained in
34 the grievance or complaint procedure, but with the written consent of all parties the
35 time limitations for any step may be extended.
36

37 **D. REPRESENTATION**

- 38
39 1. The grievant may be represented at any of the specified steps of this grievance
40 procedure by the Union Representative.
41

42 **E. APPLICATION**

- 43
44 1. Grievances as defined above in Section B shall be processed through this
45 procedure.
46
47 2. Complaints that are outside the definition of a grievance may be processed through
48 Step 2 of this Article, but not subject to arbitration.
49

1 3. Appeals for all discipline, excluding written reprimands, shall be processed through
2 this procedure. Written reprimands shall be processed through Step 2.

3
4 4. All complaints involving or concerning payment of compensation shall be filed in
5 writing and no adjustments shall be retroactive for more than six (6) months from
6 the date of filing.

7
8 F. RESPONSE

9
10 1. At each step of the grievance procedure, a copy of the decision shall be sent to the
11 Union at the same time the decision is sent to the grievant.

12
13 G. GRIEVANCE PROCEDURE

14
15 1. Step 1. Within ten (10) business days of knowledge of the occurrence the grievant
16 shall present a signed, written grievance on the prescribed form to the Department
17 Head. The Department Head or Designee shall within ten (10) business days after
18 receipt of the written grievance, contact the Union to schedule a meeting. Within ten
19 (10) business days after the meeting, the Department head or Designee shall issue
20 a written decision. Should the Department Head/Designee fail to issue a decision
21 pursuant to the above guidelines, the Union may proceed to the next step of the
22 grievance procedure.

23
24 2. Step 2. In the event the recommendation of the Department Head/Designee is not
25 accepted by the Union, within ten (10) business days following receipt of answer
26 from Step 1, the Union may submit the grievance to the City Manager. Within ten
27 (10) business days following receipt, the City Manager or Designee shall issue a
28 written decision. Should the City Manager/Designee fail to issue a decision pursuant
29 to the above guidelines, the Union may proceed to the next step of the grievance
30 procedure.

31
32 3. Step 3. Within ten (10) business days of receipt of the City Manager's decision, the
33 Union may submit the grievance to arbitration. Once the grievance has been
34 submitted to arbitration, a representative from the Human Resources Department
35 and the Union shall meet within thirty (30) business days in an effort to resolve the
36 grievance.

37
38 H. ARBITRATION

39
40 1. If the City Manager's decision is unacceptable to the Union, the City and the Union
41 may agree upon an arbitrator who is experienced, impartial, disinterested and of
42 recognized competence.

43
44 2. If the parties are unable to agree upon an arbitrator, a request for a list of seven (7)
45 arbitrators shall be made to the American Arbitration Association by either party and
46 the parties shall be bound by the rules and procedures of the American Arbitration
47 Association.

48
49 3. The party requesting arbitration shall strike the first name and each party in turn
50 shall strike a name until one name remains.

- 1
2 4. Costs and expenses of arbitration shall be borne equally by the parties; however,
3 each party will pay their own expenses in preparation for any arbitration hearing.
4
5 5. All hearing(s) held by the arbitrator shall be in closed sessions and no news
6 releases shall be made concerning progress of the hearing(s).
7

8 **I. DECISION**
9

- 10 1. The decision of the arbitrator shall be final and binding.
11
12 2. The arbitrator shall have no authority to add to, delete, or alter any provisions of this
13 Agreement, but shall limit his/her decision to the application and interpretation of its
14 provisions.
15

16 **J. WITNESSES**
17

- 18 1. Prior to the arbitration hearing, the Union shall furnish the City with a list of
19 witnesses it desires to call who would be working otherwise.
20
21 2. The parties will be reasonable in the scheduling of time off to accommodate both
22 the operations of the City and the grievant's fair hearing.
23
24 3. The City will assume no overtime liability as a result of a grievant's or witness's
25 testimony.
26

27 **K. CITY INITIATED GRIEVANCE**
28

- 29 1. In the event that the City initiates a grievance against the Union, it will be forwarded
30 in writing by the appointing authority or designee to the Union.
31
32 2. Within ten (10) business days from the receipt of the grievance the Union will meet
33 with the City in an attempt to resolve the grievance.
34
35 3. Should the parties not be able to resolve the grievance at this meeting, the Union
36 will have ten (10) business days from the day of the meeting to respond in writing.
37
38 4. Should no satisfactory agreement be reached, the City may proceed with arbitration
39 as set forth in Section H above.
40

41 **ARTICLE 7. DISCIPLINE/DISCHARGE**
42

43 **A. PURPOSE**
44

- 45 1. All discipline shall be for just cause. Further, it is the purpose of this Article to
46 provide for an equitable and expeditious manner for the resolution of disputes
47 arising from the imposition of discipline.
48
49 2. The Supervisor, Manager and/or Department Head will evaluate each incident on its
50 own merit and determine the appropriateness of disciplinary action following City

1 policy on corrective action/progressive discipline. Disciplinary action will be initiated
2 at the level most appropriate based on evaluation of the merits and the severity of the
3 incident.
4

5 B. DEFINITIONS 6

- 7 1. "Just cause" for any discipline as defined in this Article is subject to appeal and
8 review under Article VI, Grievance Procedure, except as provided in Section D
9 below.
- 10 2. The term "discipline" as used in this Article shall include discharge, demotion,
11 suspension and written reprimands.
12
13

14 C. GENERAL PROVISIONS 15

- 16 1. An employee who reasonably believes that an interview or discussion will result in
17 disciplinary -action against him/her shall have the right to request that a Chief
18 Steward or Union Representative be present during the interview or discussion. In
19 instances where the employee has requested representation pursuant to the above,
20 the employee shall be afforded fair opportunity to arrange for such representation.
21
- 22 2. The City and the Union agree that employee evaluations should not be used in lieu
23 of disciplinary measures.
24
- 25 3. If the City decides to use a tape recording device, the City shall use two (2) tape
26 recording devices and provide one (1) tape to the employee.
27

28 D. WRITTEN REPRIMANDS 29

- 30 1. A written letter of reprimand shall only be subject to review through the City
31 Manager or his designee and not subject to arbitration.
32
- 33 2. Upon completion of the review, the City Manager or his designee may withdraw,
34 modify or affirm the written reprimand.
35
- 36 3. Within thirty (30) calendar days of the final disposition by the City Manager or his
37 designee, the affected employee may submit a written statement responding to the
38 reprimand and such statement shall be included in the official personnel file.
39
- 40 4. Such written responses shall remain in the official personnel file for as long as the
41 reprimand remains in the file.
42
- 43 5. Within thirty (30) calendar days of the receipt of a written reprimand, an employee
44 who is not appealing to the City Manager may submit a written statement
45 responding to the reprimand and such statement shall be included in the official
46 personnel file.
47

48 E. EMPLOYEE OPTION 49

- 1 1. Each regular employee who is covered by Civil Service regulations and who has
2 been disciplined shall, except for written reprimands, have the option of pursuing the
3 grievance-arbitration procedures set out in Article VI of this Agreement or Civil
4 Service remedies where applicable.
5
6 a. Any employee choosing to pursue the remedy under Civil Service waives his/her
7 right to pursue the remedy under Article VI and such remedy shall no longer be
8 available to that employee.
9
10 b. An employee pursuing an appeal under Article VI waives his/her right to pursue
11 Civil Service remedies. An employee who appeals under Article VI shall begin at
12 Step 1 within ten (10) work days following the notification of discipline.
13

14 F. PRE-DISCIPLINARY HEARING

- 15
16 1. Any employee being suspended four (4) or more days, demoted, or discharged
17 shall have the opportunity to respond to the specific charges and present evidence
18 on his/her behalf in a pre-disciplinary hearing before the Department Head or
19 his/her designee prior to implementation of the disciplinary action.
20
21 2. The employee shall have the right to be represented at this hearing by a Union
22 Representative.
23
24 3. The City will follow legal requirements including Skelly and Weingarten for any
25 applicable disciplinary actions or hearings.
26

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

28 A. HOURS OF WORK

- 29
30
31 1. Regular full-time employees of the City will normally work five (5) days, forty (40)
32 hours per week, eight (8) hours per day, fifty-two (52) weeks per year, including
33 authorized absences with pay.
34
35 2. A work day is defined as one (1), eight (8) hour period commencing at the
36 employee's reporting time and ending at the completion of their shift, inclusive of
37 two (2) rest periods but exclusive of meal periods. For every extension of four (4)
38 hours, employees will receive an additional rest period.
39
40 a. Such rest periods shall not be taken within one (1) hour of the employee's starting
41 time, quitting time, or meal breaks, unless otherwise agreed to by the City and the
42 Union. Employees may combine one (1) rest period with the meal break if
43 approved by the Department Head, or his/her designee.
44
45 b. All employees shall normally be allowed a lunch period of not less than thirty (30)
46 minutes nor more than one (1) hour which shall be scheduled generally in the
47 middle of the work shift.
48

1 c. Public Safety Dispatch Trainees, Public Safety Dispatchers, Public Safety Call
2 Takers, and Community Service Officers (when assigned to the Reno Police
3 Department) shall receive a thirty (30) minute paid lunch.
4

5 3. Employees working a five (5) day, forty (40) hour work week shall receive two (2)
6 consecutive days off in the work week unless otherwise approved by the employee
7 and the City or due to a permanent work schedule change. Employees working a
8 four (4) day, ten (10) hour shift shall generally receive three (3) consecutive days
9 off, unless by mutual agreement.

10
11 4. When an employee is ordered by the City to attend training, the time spent in
12 training (classroom training and/or compulsory homework assignments) shall be
13 counted as hours worked. Training which takes place during off-duty hours with
14 voluntary attendance is not hours worked.
15

16 5. Regular employees shall be given at least fifteen (15) working days written notice
17 and probationary employees shall be given at least ten (10) working days written
18 notice prior to a permanent change in their assigned hours of work, unless due to an
19 emergency or unless mutually agreed to by the City and the Union.
20

21 6. Notwithstanding Section A (1) above, employees of a specific section, unit, division,
22 or department may work a modified work week, subject to approval by the City and
23 the Union.
24

25 7. Nothing contained herein shall be construed as limited or preventing the City from
26 establishing other work shifts when mutually agreed to by the City and the Union.
27

28 8. Alternate work schedules may be agreed to by the Union and the City, subject to
29 approval by the Department Head and the City Manager, or his/her designee.
30

31 B. OVERTIME AND COMPENSATORY TIME

32

33 1. The City Manager or a Department Head may require an employee to work
34 overtime.
35

36 2. Employees will be compensated only for overtime ordered by authorized
37 supervisory and/or management personnel.
38

39 3. Employees required to work in excess of forty (4) hours per week shall be
40 compensated for such overtime with pay at one and one-half (1 1/2) times the
41 employee's regular hourly rate for each quarter (1/4) hour or major portion thereof,
42 or, at the request of the employee and approval of the Department Head, by
43 Compensatory Time off on the basis of one and one-half (1 1/2) hours off for each
44 hour of overtime worked for each quarter (1/4) hour or major portion thereof.
45

46 a. If the department is unable to schedule and grant time off within six (6) months
47 from the date the overtime was performed, cash payment shall be made in lieu of
48 Compensatory Time.
49

- 1 b. Management will not be unreasonable on the scheduling of Compensatory Time
2 and will consider the employee's request and the operating demands.
3
- 4 c. No employee shall be permitted to accumulate over one hundred sixty (160) hours
5 of Compensatory Time.
6
- 7 4. Absence with pay shall be counted as time worked.
8
- 9 5. Part-time employees shall be compensated for overtime at their regular hourly rate
10 for each hour worked in excess of their normal workday or week; provided,
11 however, for work performed in excess of forty (40) hours per week, they shall be
12 compensated as in section B(3) above.
13
- 14 6. Employees who work overtime shall promptly and accurately report such time in the
15 manner prescribed by the City.
16
- 17 7. The City agrees to make a reasonable effort to distribute overtime among
18 employees in the same work unit insofar as circumstances permit. For the Public
19 Works Corporation Yard, the City shall, on a quarterly basis, provide and post a
20 quarterly record of all overtime hours offered and all overtime hours worked by the
21 bargaining unit personnel, for all employees to be available for review. For the
22 purpose of this record, all overtime hours offered by not worked shall count as
23 hour(s) offered by refused.
24
- 25 8. The City agrees to make a reasonable effort in assigning overtime work to
26 employees on a voluntary basis if practical.
27
- 28 9. All overtime work will be assigned t the beginning of the workday whenever
29 reasonable and practical.
30
- 31 10. Employees required to work on a holiday shall receive, in addition to straight time
32 pay for the holiday, overtime compensation pay at one and one-half (1 1/2) times
33 the employee's regular hourly rate for each quarter (1/4) hour or major portion
34 thereof.
35
- 36 11. Employees who receive telephone calls from their supervisor, management, law
37 enforcement, other government agencies or coworkers with the supervisor's
38 permission, to conduct City business outside of their normal working hours who are
39 not on standby, shall receive a minimum of one (1) hour's pay at the appropriate
40 overtime rate, or for the duration of the call, whichever is greater. Telephone calls
41 received within the same compensated one (1) hour minimum are not entitled to
42 additional compensation. In order to qualify for the telephone call compensation, the
43 employee must notify their supervisor or Department Head of the following
44 information within a reasonable period of time:
45
- 46 a. The date and time the call was received.
47
- 48 b. The time the call was ended.
49
- 50 c. The name and/or entity that placed the call.

1
2 d. The subject of the call.
3

4 **C. STANDBY AND CALLBACK ASSIGNMENTS**

- 5 1. Any employee who is required to remain on standby shall be compensated for each
6 hour the employee is in standby status at the rate of one-fifth (1/5th) of an hour's
7 pay at the employee's regular hourly rate.
8
9 2. An employee assigned to standby shall not be required to remain at home but shall
10 be issued and will carry a cellular telephone. In the event the carrying of a cellular
11 telephone is impractical or service is unavailable, the employee shall be responsible
12 for keeping his/her department informed where he/she may be reached by
13 telephone during said standby time. When assigned to standby, the employee shall
14 remain in such proximity to work that he/she may reasonably report for duty within
15 forty five (45) minutes of notification.
16
17 3. An employee who is called to work shall be compensated for all hours worked at the
18 appropriate rate of pay, with a minimum guarantee of two (2) hours unless the call
19 back merges with the employee's regular shift.
20
21 4. Any employee called in to work shall be paid travel time to and from the employee's
22 "called in to work" assignment and the location from which the employee responds.
23 It is understood that if the employee's work performed abuts his/her regular work
24 shift or previously scheduled overtime, travel time will not be paid.
25
26 5. All pay earned shall be added to the payroll for the period during which the work
27 was performed, unless the pay is earned concurrently with the close of a pay period
28 and cannot be processed in that pay period.
29
30 6. An employee who has completed a Standby Pay assignment may elect to have the
31 entire amount of their Standby Pay assignment credited to Compensatory Time at
32 the appropriate rate pursuant to Section C(1) of this Article.
33

34 **ARTICLE 9. SALARIES**

35
36 **A. SALARY PAYMENT**

- 37
38 1. The salary table shall be as reflected in Appendix D.
39
40
41
42 2. All employees shall be paid on each biweekly Friday.
43
44 3. Those employees whose normal work schedule does not include Fridays may pick
45 up their paychecks on the preceding Thursday after 2:00 p.m.
46

47 **B. SALARY ADMINISTRATION**

- 48
49 1. Administration, Confirmation and Probationary Period

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- a. The City Manager or his/her designee shall be responsible for the administration of salaries in accordance with the provisions of this Article.
- b. An employee shall be eligible for confirmation upon successful completion of a probationary period, not to exceed twelve (12) months with the exception of Section B (6) below.
- c. Those classifications, as of July 1, 1985, which have a six (6) month probationary period may be changed by mutual consent of the City and the Union.

2. Salary Rate Upon Initial Appointment

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

3. Salary Rate Upon Promotion

- a. Upon promotion to a position of a higher class, the employee's rate shall be the minimum rate of the range of the position to which promoted, or that rate within the range which is ten percent (10%) above the former rate, whichever is higher, not to exceed the top of the range.
- b. Probationary employees promoted to a position of a higher class in the same series prior to completion of his/her probationary period will be considered a regular employee of the City, and the balance of probationary period of the previous classification shall be waived.
- c. An exception to the Section B (3) is set out in Section B (6) below.

4. Salary Rate Upon Demotion

- a. Upon involuntary demotion, the rate of pay in the lower range shall be set by the appointing authority.
- b. Upon demotion for failure to complete a promotional probationary period, the employee shall be placed in their former range at their previous rate, but shall be increased by any step increases the employee would have received. The resulting salary rate shall be effective on the date of demotion.

1 c. Upon demotion at the request of the employee, salary shall be reduced
2 corresponding to the rate last held by the employee in the lower range prior to
3 his/her promotion from that level, but shall be increased by any step increases the
4 employee would have received.
5

6 5. Performance Step Increase
7

8 a. An employee who successfully completes twelve (12) full months of satisfactory
9 service, excluding overtime, after initial appointment or promotion to a position,
10 shall be eligible for an increase and yearly thereafter, if appropriate, based upon
11 the completion of successive twelve (12) month periods, excluding overtime with
12 the exception of Section B (6) below.
13

14 b. To be eligible for a performance step increase, the employee must meet a
15 satisfactory level of performance and competence since the last year's evaluation.
16

17 c. If the advancement is delayed due to any performance or competence
18 considerations, the effective anniversary date will also be delayed. However, if the
19 delay was due to clerical or administrative delay or mistake, the proper adjustment
20 shall be made retroactive to the date it was due.
21

22 (1) In the event that an employee is denied a performance step increase, the
23 employee and the Union will be informed in writing of the specific reasons for
24 such denial and may within ten (10) working days of such notification request
25 in writing a review before his/her Department Head, or his/her designee to
26 discuss the reason for the denial.
27

28 (2) The review shall be attended by the employee, the employee's Union
29 Representative, the supervisor, and the Department Head or his/her designee.
30

31 (3) The decision of the Department Head or his/her designee may be appealed to
32 the City Manager or his/her designee for a final decision.
33

34 d. If the performance step increase has not been paid, and there is no denial of the
35 performance step increase in accordance with Section B(5)(d), above, at any time
36 after two (2) full pay periods following the employee's anniversary date, the Union
37 may notify the Human Resources Department in writing, with a copy to the
38 Department Head, and request award of the performance step increase. Following
39 notification from the Union, the Department Head shall notify the Human
40 Resources Department, within one (1) full pay period, if the employee's job
41 performance is the basis for the non-award. If there is no response within the
42 specified time period, or if the response indicates the delay is due to administrative
43 oversight, the Human Resources Department shall initiate the applicable
44 performance step increase.
45

46 e. Management will not be arbitrary or capricious in the denial of a performance step
47 increase.
48

- 1 f. A standard performance step increase shall be one step above the employee's
2 present step in the assigned pay grade as provided in Appendices D-1 through D-
3 10.
4
5 g. For exceptional performance, the City Manager may approve a two (2) step
6 increase.
7
8 h. The decision to grant or deny a step increase is not subject to the grievance
9 procedure.

10
11 6. Public Safety Dispatchers
12

- 13 a. The classification of Public Safety Dispatch Trainee - G22, shall be the entry level
14 for initial hire. After successful completion of a six (6) month training and
15 probationary period, the employee will automatically move to the classification of
16 Public Safety Dispatcher G23- Step 1, and will serve a new twelve (12) month
17 probationary period.
18

19 C. REQUEST FOR JOB RECLASSIFICATION
20

- 21 1. A Department or an employee may submit a written request for a job reclassification
22 with a copy to the Human Resources (HR) Department and a copy to his
23 Department Head.
24
25 2. The City Manager shall make the final decision.
26
27 3. There is no appeal of the City Manager's final decision.
28

29 D. LONGEVITY PAY
30

- 31 1. In lieu of longevity, the parties have agreed to substitute a deferred compensation
32 benefit as more specifically set out below.
33

34 E. DEFERRED COMPENSATION
35

- 36 1. The City shall contribute One Dollar (\$1.00) for each One Dollar (\$1.00) deferred
37 and invested by the employee in the City approved Deferred Compensation
38 program, up to a maximum City contribution equal to five percent (5%) of the
39 employee's biweekly base wage not to exceed a total City contribution of one-half of
40 the limit established by Federal Law.
41

42 F. SHIFT DIFFERENTIAL
43

- 44 1. Effective the first full pay period in July 2017, employees required to work between
45 the hours of 6:00 p.m. and 6:00 a.m. as part of their regularly scheduled shift to
46 include a temporary regularly scheduled shift (for example a temporary change in
47 scheduled shift for snow removal) shall be compensated at the rate of two dollars
48 (\$2.00) per hour for each scheduled hour actually worked during the period in
49 addition to all other compensation.
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2. Effective the first full pay period in July 2018, employees required to work between the hours of 6:00 pm and 6:00 am as part of their regularly scheduled shift to include temporary regularly scheduled shift (for example, a temporary change in scheduled shift for snow removal) shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour for each scheduled hour actually worked during the period in addition to all other compensation.
3. Effective the first full pay period in July 2019, employees required to work between the hours of 6:00 pm and 6:00 am as part of their regularly scheduled shift to include temporary regularly scheduled shift (for example, a temporary change in scheduled shift for snow removal) shall be compensated at the rate of three (\$3.00) per hour for each scheduled hour actually worked during the period in addition to all other compensation.
4. Community Service Officers (when assigned to the Reno Police Department), Public Safety Dispatchers and Police Records Clerks who work between the hours of 6:00 p.m. and 6:00 a.m. as part of their regularly scheduled shift and who work that same shift on a holiday shall be paid Shift Differential in accordance with Section E (1) Above.
5. If the employee works overtime between 6:00pm and 6:00 am as part of the regularly scheduled shift, the employee will be paid overtime on the hourly rate and will still receive the per hour shift differential.
 - a. Any employee who works any overtime between the hours of 6:00 pm and 6:00 am shall receive Shift Differential for each hour worked between those hours.
 - b. The provisions of this Article shall not apply to standby.

G. SALARY WHEN ASSIGNED IN-CHARGE/SALARY WHEN WORKING IN A HIGHER CLASSIFICATION

1. Salary When Assigned In-Charge
 - a. An employee who is assigned the responsibility and completion of a work activity or project that is normally completed by and requires the qualifications of a higher classification as determined by the Department Head or his/her designee, shall be paid a five percent (5%) premium when so assigned.
 - b. An employee who has qualified and is assigned the training of another employee(s) where the training program is formal and written, of a six (6) month or longer duration, and requires the trainer complete written departmental evaluations of the trainee shall be paid an additional ten percent (10%) when so assigned.
 - c. In order to qualify for the additional compensation, the assignment must be in writing by the Department Head or his/her designee and shall be for more than one-half of the employee's regular shift.
2. Salary When Working In A Higher Classification

1 a. Any assignment to a classification higher than an employee's regular classification
2 shall not exceed a six (6) month period unless mutually agreed by the Union and
3 the City.
4

5 (1) To qualify under this section, the assignment must be in writing by the
6 Department Head or his/her designee after he/she determines the assignment
7 is necessary and appropriate. Incidental assignments or duties are not
8 intended to qualify for compensation.
9

10 (2) The employee shall be paid five percent (5%) above his/her present rate of pay.
11

12 H. LICENSES AND FEES 13

14 1. After employment, if the City requires or requests that the employee obtain or
15 maintain a special license, certification, or physical examination, the City shall pay
16 all fees required for acquisition or renewal upon successful completion and
17 presentation of a receipt for payment. This provision is subject to prior approval of
18 the Department Head.
19

20 a. The employee shall be released from work with pay as necessary for acquisition
21 or renewal.
22

23 b. At the sole discretion of the City, an employee may be required to obtain any
24 physical examination from a physician designated by the City.
25

26 2. The City shall designate a limited number of positions within the Non-Supervisory
27 Unit which shall require a Commercial Driver's License. All employees required to
28 hold a Commercial Driver's License have the responsibility to maintain the
29 Commercial Driver's License and a Medical Card and the City shall pay fees as
30 specified in Section 1 above.
31

32 a. Such positions will be eligible for a license premium pay of twenty dollars (\$20.00)
33 per pay period. Effective July 1, 2006, it is the intent of the parties to phase out
34 license premium pay.
35

36 Said license premium pay shall be paid to those employees who were required, as
37 a condition of employment, to hold a valid Commercial Driver's License and who
38 were receiving license premium pay prior to July 1, 2006. Employees hired or
39 required to obtain a Commercial Driver's License after July 1, 2006, shall not be
40 eligible for license premium pay.
41

42 b. Those receiving the license premium pay have the responsibility for keeping
43 current the Commercial Driver's License and a Medical Card and the City shall pay
44 fees as specified in Section 1 above.
45

46 c. Eligibility for such positions shall be based upon the following criteria:
47

48 (1) Priority will be given to employees currently holding a valid Commercial Driver's
49 License.
50

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

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

9 I. BENEFIT ELIGIBILITY

10 1. Definition of Continuous Service
11

- 12
- 13 a. Service commencing the first day of employment in a regular position within the
14 bargaining unit until voluntary separation.
15
 - 16 b. Authorized unpaid leaves of absence of more than ten (10) consecutive working
17 days will be deducted from continuous service.
18
 - 19 c. Any suspension time not reversed by the City Manager or grievance procedure will
20 be deducted from continuous service.
21
 - 22 d. Any absence without authorized leave of three (3) consecutive work days shall
23 cause an interruption in an employee's service with the City.
24

25 2. Continuous Service

- 26 a. A continuous service date shall be computed for each employee and will be part
27 of the service record.
28
- 29 b. This date will be adjusted based on continuous service and will be used to calculate
30 increased entitlement to Vacation Leave and Sick Leave, based upon successive
31 two thousand eighty (2080) hour work periods, excluding overtime.
32
33

34 3. Implementation

- 35 a. This new method of adjusting service dates will begin July 1, 1984.
36
- 37 b. No corrections will be made using this method for service prior to July 1, 1984.
38

39 4. Regular Part-Time Employees
40

- 41 a. Any employee filling a regular part-time position of at least twenty (20) hours per
42 week will receive a pro-rata accumulation of all applicable pay, benefits, and
43 accruals provided to regular full-time employees.
44
- 45 b. Such pro-rata contributions shall be based on the employee's regularly scheduled
46 shift.
47
- 48 c. Should an employee's actual work hours exceed their regularly scheduled shift for
49 two (2) consecutive pay periods, the pro-rata contributions shall be retroactively
50 adjusted to the increase in hours.
51

1
2 d. If an employee is absent from work, he/she will have charged to the appropriate
3 leave the pro-rated hours (for example, an employee working twenty (20) hours
4 per week who is sick one day will be charged four (4) hours Sick Leave).
5
6

7 J. BILINGUAL PAY
8

- 9 1. Any employee who has been approved for Bilingual Pay by their Department Head
10 and who has completed the requisite certification process through the Truckee
11 Meadows Community College (TMCC) for a Level 1 certificate shall receive
12 compensation in the amount of forty dollars (\$40.00) per pay period. Employees
13 who have been approved for Bilingual Pay by their Department Head and who have
14 earned the Level II certification from TMCC shall receive compensation in the
15 amount of sixty dollars (\$60.00) per pay period. Any employee designated and
16 receiving fifty dollars (\$50.00) per pay period for Level I prior to July 1, 2002, shall
17 continue to receive said amount until that assignment ends and will not apply to
18 subsequent assignments.
19

20 K. CONFINED SPACE INCENTIVE PAY
21

- 22 1. An employee assigned by the Department Head, or his/her designee to be on the
23 Confined Space Team shall receive an additional fifty dollars (\$50) per biweekly pay
24 period when so assigned. To be eligible for the incentive pay, the employee must be
25 fully trained in confined space entry and rescue.
26

27 L. FLEET SERVICES CERTIFICATION PAY
28

- 29 1. An Equipment Mechanic or Senior Equipment Mechanic who is assigned to fleet
30 maintenance and has obtained the Automotive Service Excellence (ASE)
31 certifications for Master Automobile Technician status shall receive twenty-five
32 dollars (\$25.00) per biweekly pay period.
33
34 2. An Equipment Mechanic or Senior Equipment Mechanic who is assigned to fleet
35 maintenance and has obtained the ASE certification for Master Truck Technician
36 status shall receive twenty-five dollars (\$25.00) per biweekly pay period.
37
38 3. An Equipment Service Worker who has obtained the required ASE certifications
39 shall receive twenty-five dollars (\$25.00) per biweekly pay period.
40
41 4. An Equipment Parts Technician who has obtained the required ASE certifications
42 shall receive twenty-five dollars (\$25.00) per biweekly pay period.
43
44 5. An Equipment Service Writer who has obtained the required ASE certifications shall
45 receive twenty five dollars (\$25.00) per biweekly pay period.
46
47 6. To be eligible for the Certification Pay in Section L (1) through (5), the employee
48 must provide proof of the required certifications as listed in Appendix H. Certification
49 Pay shall begin the first full pay period following the date of receipt by Central
50 payroll. Certifications must be maintained in order for Certification Pay to continue.
51

- 1 7. An Equipment Mechanic or Senior Equipment Mechanic qualified under Section L
2 (1) and (2) shall receive fifty dollars (\$50.00) per biweekly pay period. No other
3 Certification Pay under this section can be combined.
4
5 8. No employee shall receive Certification Pay for certifications that have been
6 determined to be minimum qualifications of a job classification.
7

8 M. INSPECTOR SERIES INCENTIVE PAY
9

- 10 1. Employees in Building Inspector I, Building Inspector II, and Combination Inspector
11 job classifications shall have the opportunity and responsibility to participate in
12 career development certification and instruction/educational programs as are
13 reflected in Appendix C.
14
15 2. Employees in Building Inspector I, Building Inspector II, and Combination Inspector
16 job classifications shall be eligible to receive Certification Pay according to Appendix
17 C.
18
19 3. To be eligible for Certification Pay under this section, a qualified employee must
20 provide a copy of the required certification and such pay shall begin the first full pay
21 period following the date the certification is received by Central payroll.
22 Certifications must be maintained in order for Certification Pay to continue.
23
24 4. No employee shall receive more than ten percent (10%) of his/her base pay under
25 this section.
26
27 5. No employee shall receive Certification Pay for certifications that have been
28 determined to be minimum qualifications of a job classification.
29

30 N. ENVIRONMENTAL CONTROL OFFICER CERTIFICATION PAY
31

- 32 1. Environmental Control Officer Certification Pay shall be as specified in Appendix E.
33 All of the certifications and the degree listed under each certification category must
34 be obtained to qualify for the incentive pay.
35
36 2. To be eligible for incentive pay under this section, the employee must provide a
37 copy of the required certifications and degree and such pay shall begin the first full
38 pay period following the date the certification is received by central payroll.
39 Certifications must be maintained in order for incentive pay to continue.
40
41 3. No employee shall receive more than ten percent (10%) of his/her base pay under
42 this section.
43
44 4. No employee shall receive Certification Pay for certifications that have been
45 determined to be minimum qualifications of a job classification.
46

47 O. PARK MAINTENANCE CERTIFICATION PAY
48

- 49 1. Employees in Parks Maintenance Worker I, Parks Maintenance Worker II, Senior
50 Groundskeeper, Irrigation Systems Technician, Senior Parks Maintenance Worker,
51 Tree Maintenance Worker, or Senior Tree Maintenance Worker job classifications

1 who has obtained the Landscape Technician certification (CLT) from the Nevada
2 Landscape Association, shall receive twenty-five dollars (\$25.00) per biweekly pay
3 period.
4

- 5 2. Employees in Parks Maintenance Worker I, Parks Maintenance II, Senior
6 Groundskeeper, Irrigation Systems Technician, Senior Parks Maintenance Worker,
7 Tree Maintenance Worker, or Senior Tree Maintenance Worker, job classifications
8 who obtains the forty-five (45) credit Landscape Management certification from
9 Truckee Meadows Community College (TMCC) shall receive fifty dollars (\$50.00)
10 per biweekly pay period.
11
- 12 3. To be eligible for Certification Pay under this section, a qualified employee must
13 provide a copy of the required certification and such pay shall begin the first full pay
14 period following the date the certification is received by Central payroll.
15
- 16 4. No employee shall receive more than one of the Certification Pays in this section.
17
- 18 5. No employee shall receive Certification Pay for certifications that have been
19 determined to be minimum qualifications of a job classification.
20

21 **ARTICLE 10. ALLOWANCES AND REIMBURSEMENT**

22 **A. UNIFORM ALLOWANCE**

- 23 1. The City shall make the decision as to whether or not to provide uniforms before the
24 start of the fiscal year. The applicable City departments shall provide written notice to
25 the Union of this decision before July 1st each year. Should the City decide to provide
26 uniforms, an equal number shall be provided to all affected employees. Any employee
27 who is required by virtue of the duty of employment, or by request of his/her
28 Department Head, to wear a uniform designated by the City, and which is not furnished
29 by the City, shall be paid a Uniform Allowance in addition to other compensation. The
30 Uniform Allowance shall be seven hundred dollars (\$700.00) per fiscal year with the
31 exception that Community Service Officers shall receive nine hundred dollars
32 (\$900.00) per fiscal year. Parking Meter Technicians and Parking Enforcement
33 Officers shall receive nine hundred dollars (\$900.00) per fiscal year.
34
- 35 2. The Uniform Allowance shall be paid in two semi-annual installments equal to one-
36 half of the annual allowance with the final payroll during the month of December and
37 the month of June each fiscal year.
38
- 39 3. In lieu of the Uniform Allowance provided for in this section, the City may elect to
40 furnish either directly or through contract facilities the required uniform or required
41 replacement uniform items. If the City provides uniforms, the number provided will
42 be equal to the number of days in the employee's regular shift plus one.
43
- 44 4. Upon termination from City employment, the Department Head, at his/her
45 discretion, may require the employee to return to the City any uniform or parts
46 thereof in his/her possession at the time of termination.
47
48

49 **B. TOOLS**

- 1 1. An employee who is required by the City to supply his/her own tools and whose
2 position is classified as Equipment Mechanic and funded under Motor Vehicle Fund
3 shall be paid a Tool Allowance of nine hundred dollars (\$900.00) per fiscal year. An
4 employee who is required by the City to supply his/her own tools and is classified as
5 Equipment Service Worker shall be paid a Tool Allowance of seven hundred dollars
6 (\$700.00) per fiscal year.
7
- 8 2. The Tool Allowance shall be paid in two semi-annual installments equal to one-half
9 of the annual allowance with the final payroll during the month of December and the
10 month of June each fiscal year.
11

12 C. CELLULAR TELEPHONE ALLOWANCE

- 13 1. Effective July 1, 2017, the City will begin phasing out Cellular Telephone Allowance.
14
- 15 2. The City will issue employees that are required by virtue of the duty of employment,
16 or by request of his/her Department Head, to carry a cellular telephone as
17 designated by the City, a cellular telephone for use for City business, pursuant to
18 the City policy regarding cellular telephones.
19
20
- 21 3. In order for employees to be issued a cellular telephone by the City, the Department
22 Head must submit a request to the Department of Information Technologies (DoIT),
23 pursuant to the City policy.
24
- 25 4. Until such time as City-issued cellular telephones are fully distributed, any employee
26 who is required by virtue of the duty of employment, or by request of his/her
27 Department Head, to carry a cellular telephone as designated by the City, and
28 which is not furnished by the City, shall continue to be paid a Cellular Telephone
29 Allowance, in addition to other compensation. The authorized cellular telephone
30 user will continue to be responsible for acquiring their own equipment and service
31 provider. The monthly Cellular Telephone Allowance will continue to be paid to the
32 employee regardless of whether the employee expends the full allowance on City
33 business.
34
- 35 a. The Cellular Telephone Allowance shall continue to be twenty-five dollars (\$25.00),
36 thirty-five dollars (\$35.00), or seventy-dollars (\$70.00) per month, and will only be
37 paid with the Department Head's approval.
38
- 39 b. The City will not be responsible for any theft or loss of equipment nor shall they be
40 responsible for any additional expenses incurred for the equipment insurance.
41
- 42 c. Any additional expenses incurred because of late charges, sales tax, and/or
43 special carrier charges shall be the sole responsibility of the employee.
44
- 45 d. The City will not be responsible for any required account deposits unless it is
46 determined that such deposits, as required by the service provider, would present
47 a financial hardship to the employee. In this case, the City will make an appropriate
48 administrative decision to resolve the issue at their sole discretion.
49
50

- 1 e. Authorized employees will be required to furnish documentation substantiating
2 existence of an active cellular telephone account upon request.
3
4 f. The employee is required to notify the City immediately upon termination of the
5 cellular telephone account for which they are receiving the Cellular Telephone
6 Allowance. Failure to notify the City that a cellular telephone account for which an
7 employee is receiving the Cellular Telephone Allowance has been terminated, may
8 result in the employee having to remit overpayment of the allowance to the City.
9
10 g. The employee will be responsible for any additional income taxes resulting from
11 the Cellular Telephone Allowance.
12
13 5. No new Cellular Telephone Allowance requests shall be approved on or after July 1,
14 2017.
15
16 6. Upon termination from City employment, the employee shall return the City-issued
17 cellular telephone. Failure to return the City-issued cellular telephone may result in
18 the employee being charged for the equipment from their final paycheck.
19

20 **ARTICLE 11. HOLIDAYS**

21 **A. OBSERVANCE**

- 22
23
24 1. Every employee shall be entitled to a day off from work with pay on the following
25 holidays during each year:
26
27 a. New Year's Day (January 1)
28
29 b. Martin Luther King Jr. Day (Third Monday in January)
30
31 c. Presidents' Day (Third Monday in February)
32
33 d. Memorial Day (Last Monday in May)
34
35 e. Independence Day (July 4)
36
37 f. Labor Day (First Monday in September)
38
39 g. Nevada Day (Last Friday in October)
40
41 h. Veteran's Day (November 11)
42
43 i. Thanksgiving Day (Fourth Thursday in November)
44
45 j. Day after Thanksgiving (Friday)
46
47 k. Christmas Day (December 25)
48
49 l. And upon any other day that may be declared by the Mayor, the Governor of the
50 State of Nevada, or the President of the United States to be a legal holiday or day

1 of mourning applicable to and intended to be observed by closure of local
2 government public offices.

3
4 m. Two (2) floating holidays to be taken during the fiscal year.

5
6 **B. HOLIDAY ELIGIBILITY**

- 7
8 1. To be eligible for Holiday Pay, an employee must be on the active payroll of the City
9 and must have worked his/her full regularly scheduled workday before and after the
10 holiday, unless expressly excused by the Department Head, or his/her designee.
11
12 2. For employees regularly scheduled a Monday-Friday workweek, whenever one of
13 these holidays falls on a Saturday, the preceding Friday will be observed as a
14 holiday; and should it fall on a Sunday, the following Monday will be observed as a
15 holiday.
16
17 3. Employees regularly scheduled on an other than Monday-Friday workweek, should
18 the holiday fall on his/her first non-workday, the previous workday will be observed
19 as that holiday, and should the holiday fall on his/her second or third non-workday,
20 the following workday will be observed as that holiday.
21
22 4. Employee's holiday time off shall be equivalent to their required shift schedule for
23 one (1) day.
24

25 **C. HOLIDAY WORKED PAY**

- 26
27 1. Should any employee be required by order of his/her Department Head, or his/her
28 designee, to work on any of the above named holidays, if eligible for holiday pay, in
29 addition to this Holiday Pay, paid at the regular hourly rate, he/she shall receive
30 Holiday Worked Pay at the rate of one and one-half (1-1/2) times his/her regular hourly
31 rate of pay for each hour or major fraction worked, up to a maximum number of hours
32 equal to the number of hours he/she is regularly scheduled for a normal workday, to
33 include alternative work schedules such as the 4/10 or 5/9. Pay for a holiday worked
34 will be added to the payroll for the period within which the holiday falls.
35

36 **D. HOLIDAY BONUS LEAVE**

- 37
38 1. An employee may choose to receive Holiday Bonus Leave in lieu of Holiday Worked
39 Pay for any holiday worked.
40
41 2. The Holiday Bonus Leave will be accumulated at one and one-half (1-1/2) times the
42 number of hours worked for each hour or major fraction worked, to include
43 alternative work schedules such as the 4/10 or 5/9 schedules.
44
45 3. Holiday Bonus Leave must be used within one (1) year of the date earned.
46

47 **ARTICLE 12. LEAVES**

48
49 **A. VACATION**
50

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

| 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 |

4
5 2. Vacation Leave hours may be maintained in the employee's Vacation Leave bank up
6 to a maximum number of hours equal to four hundred (400) hours. Vacation Leave
7 hours shall accrue for each pay period the employee is in full pay status a major
8 portion of his/her regularly scheduled biweekly hours.

9
10 a. A "major portion" is defined as full pay status for at least forty eight (48) hours in
11 an eighty (80) hour pay period.

12
13 b. Vacation Leave shall be charged on the basis of one-quarter (1/4) hour for each
14 quarter-hour or major portion thereof taken.

15
16 c. Vacation Leave taken during a biweekly period shall be charged before Vacation
17 Leave earned during that pay period is credited.

18
19 (1) Employees may not use Vacation Leave before they have earned such leave.

20
21 d. Holidays, as enumerated in this Agreement, occurring within the vacation period
22 will not be counted as vacation days.

23
24 e. Sick Leave will not be granted in lieu of Vacation Leave time.

25
26 3. When vacations may be taken shall be determined in advance by the Department
27 Head, or his/her designee, after considering the needs of the service and the wishes
28 and seniority of the employees. The City agrees to meet and confer prior to
29 establishing time periods which restrict more than ten percent (10%) of a
30 department's employees from utilizing leave.

31
32 4. Regular employees who leave the employment of the City for any reason shall be
33 compensated for earned Vacation Leave hours accrued, but unused, at the time of
34 such separation from the City's employment.

35
36 5. Upon request, an employee may cash out up to forty (40) hours of Vacation Leave
37 in increments of twenty (20) hours. To be eligible, an employee must file a written
38 request with the Department Head, or his/her designee.

39
40 **B. LEAVE OF ABSENCE**

41
42 1. Leave of absence will only be granted if approved by the Human Resources
43 Department.

44

- 1 2. If the leave of absence is not approved by the Human Resources Department, the
2 employee may appeal to the Reno Civil Service Commission.
3

4 C. SICK LEAVE
5

- 6 1. All regular full-time employees shall be entitled to earn and accumulate Sick Leave
7 without limitation at the following rates:
8

| Regularly Scheduled Hours Per Week | Sick Leave Earned Per Biweekly Pay Period |
|------------------------------------|---|
| 40 hours | 4.0 hours |

- 9
10 2. Sick Leave hours shall accrue for each pay period the employee is in full pay status
11 a major portion of his/her regularly scheduled biweekly hours.
12

- 13 a. A "major portion" is defined as full pay status for at least forty eight (48) hours in
14 an eighty (80) hour pay period.
15

- 16 3. Sick Leave shall be an absence from work by reason of illness, injury or death
17 under the following circumstances:
18

- 19 a. Sick Leave may be granted only as the result of:
20

21 (1) Illness or injury of the employee;
22

23 (2) Attendance for the illness or injury of any relative within the third degree of
24 consanguinity or affinity ("consanguinity" is defined as kinship to include blood
25 relationship; whereas "affinity" is the connection existing in consequence of
26 marriage) e.g., spouse, parent, child, grandparent, brother or sister; or
27 grandchild, adopted child and stepchild that reside with the employee; or
28

29 (3) Death of any relative defined above.
30

- 31 b. The City shall comply with the Federal regulations regarding leave under the
32 Family Medical Leave Act (FMLA), and shall administer the FMLA program
33 according to the City's FMLA policy.
34

- 35 c. In the event of a death in the immediate family as defined in Section C.3.a.(2)
36 above, an employee shall be granted up to three (3) days Bereavement Leave with
37 pay and such days shall not be deducted from the employee's Sick Leave.
38

39 (1) If attending services out-of-town beyond 100 miles of Reno, up to five (5) days
40 may be taken with the understanding that the additional two (2) days will be
41 charged to Sick Leave.
42

- 43 4. Sick Leave shall be charged on the basis of one-quarter (1/4) hour for each quarter-
44 hour or major portion thereof taken.
45

- 46 a. Holidays occurring during sick leave periods shall not be counted as Sick Leave.
47

1 b. Sick Leave taken during a biweekly pay period shall be charged before Sick Leave
2 earned during that pay period is credited.
3

4 (1) Employees may not use Sick Leave before they have earned such leave.
5

6 5. If an employee does not have adequate accrued Sick Leave time, the employee
7 may request the use of accrued Vacation Leave in lieu thereof and such request
8 shall not be unreasonably denied.
9

10 6. An employee requiring Sick Leave must provide his/her Department Head, or
11 his/her designee, with evidence of such need.
12

13 a. Thereupon, the Department Head, or his/her designee, shall guarantee his
14 personal knowledge of the need by certifying to the payroll clerk the granting of
15 Sick Leave.
16

17 b. To insure such knowledge, he/she may reasonably require the employee to
18 provide a written doctor's statement in accordance with the guidelines in number
19 Section C (7) below, before sick leave may be granted, provided the department
20 has notified the employee in advance of such a requirement. As used in this
21 section, "in advance" means:
22

23 (1) standing notification that all future requests for Sick Leave shall require a
24 doctor's statement certifying the need;
25

26 (2) notification concurrent with the employee's request for Sick Leave;
27

28 (3) notification following the employee's request for Sick Leave but prior to the
29 employee's return to duty provided the employee is still in a Sick Leave status.
30

31 c. Additional documentation may be required of the employee for the use of Sick
32 Leave.
33

34 7. An employee utilizing Sick Leave may be required to provide their Department
35 Head, or his/her designee with documented evidence from their physician of such
36 need under the following criteria:
37

38 a. After three (3) consecutive days use of Sick Leave.
39

40 b. Any use in excess of the hour's equivalent to thirteen (13) regularly scheduled
41 shifts or use in a recognizable pattern in any twelve (12) month period. Such usage
42 shall be reviewed to determine if the excessive usage is justified.
43

44 (1) For the purposes of calculating excess usage of Sick Leave, any approved
45 leave under the FMLA shall not be considered.
46

47 c. An unjustified use of Sick Leave following a reasonable denial of other personal
48 leave banks; i.e., submitting a request for Vacation Leave with minimum notice,
49 then being denied, then calling in sick for the requested time off.
50

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- d. An established pattern of using Sick Leave for the purposes of Section 7(b) is any use of Sick Leave in conjunction with regular scheduled days off or in conjunction with other personal leave three (3) or more times within a six (6) month period; and/or, the use of Sick Leave in a consistent way (such as: every Monday morning and Friday afternoon) that appears to be usage for personal convenience rather than legitimate Sick Leave eligible needs.
 - e. Use of Sick Leave for recreation, travel for recreation, or gainful employment, or any purpose other than those defined in this Agreement shall be evidence of abuse.
 - f. Upon written notification from the Department based upon any of Section (a), (b), (c), (d), or (e) above.
 - g. An employee may be disciplined when evidence of abuse exists.
8. Upon termination of employment, an employee 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. Accrued Sick Leave shall be limited as follows:
- a. Persons employed on or after June 20, 1977 will not be compensated for Sick Leave accrued upon termination of employment except as provided in Section C (9) below (or Section E. "Bonus Leave" of this Article if applicable). An employee hired prior to June 20, 1977, shall have the option of the buyout under this Section C (8) or Section C (9) below (or Section E. "Bonus Leave" of this Article if applicable).
9. Upon retirement, an employee shall be compensated for accumulated but unused Sick Leave as follows:
- a. An employee having four hundred fifty (450) to seven hundred fifty (750) hours shall be compensated for forty percent (40%) of those accumulated hours between one (1) to seven hundred fifty (750) at their base hourly rate of pay. The compensated amount shall be paid in cash or used to purchase additional PERS, or may be placed in a deferred compensation account (within the law).
 - b. An employee having seven hundred fifty-one (751) to one thousand three hundred (1,300) hours shall be compensated for sixty percent (60%) of the total accumulated hours from one (1) hour up to the maximum of one thousand three hundred (1,300) hours at their base hourly rate. The compensated amount 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 10. In the event of on-the-job death of an employee all accumulated Sick Leave shall
2 be paid to the employee's estate at one hundred percent (100%) of the employee's
3 Sick Leave bank at the employee's last base hourly rate.
4

5 D. BONUS LEAVE
6

7 1. For each full calendar month, an employee does not use any Sick Leave, on the job
8 disability leave, or leave of absence without pay (including disciplinary time off
9 without pay), he/she shall accrue eight (8) hours of reserve Sick Leave up to a
10 maximum of six hundred (600) hours for those employees hired prior to July 1,
11 2002.
12

13 2. Reserve Bonus Sick Leave banks may be used only after regular sick leave is
14 exhausted.
15

16 3. Upon termination, except for cause, an employee shall be compensated-for accrued
17 reserve Bonus Sick Leave at the rate of one (1) hour's pay for every four (4) hours
18 of reserve Bonus Sick Leave accrued, up to a maximum of one hundred fifty (150)
19 hours.
20

21 4. Effective July 1, 2002, it is the intent of the parties to phase out Bonus Sick Leave in
22 exchange for the sick leave buyout program in Section C. of this Article.
23

24 5. Employees hired on or after July 1, 2002, shall not be eligible for Bonus Sick Leave
25 benefits.
26

27 6. Upon the signing of the FY 02/06 agreement, employees hired prior to July 1, 2002,
28 shall have until October 4, 2002, to choose one of two options:
29

30 a. The first option is to continue under the Bonus Sick Leave program as it currently
31 exists. Any employee electing the option of continuing under the Sick Leave bonus
32 program shall notify his/her payroll clerk no later than October 4, 2002. Employees
33 electing this option shall not be eligible for Sick Leave buyout under Section C.
34

35 b. The second option is the Sick Leave buyout in Section C. of this Article. For any
36 employee electing the option of the Sick Leave buyout program, his/her banked
37 bonus Sick Leave hours shall be converted to regular sick leave at the rate of two
38 (2) hours of bonus sick converted to one (1) hour of regular sick.
39

40 c. Upon the signing of the FY 2006/2011 agreement, employees hired prior to July 1,
41 2002 shall have an additional opportunity to choose option (b) in this section. An
42 employee electing option (b) shall notify his/her payroll clerk no later than October
43 12, 2006.
44

45 7. In no case will any employee be eligible for both Bonus Sick Leave benefits in this
46 Section E. and Sick Leave buyout in Section C. of this Article.
47

48 8. Should an employee who is covered under the Non-Supervisory Unit, and eligible
49 for Bonus Sick Leave, promote into a job classification that is covered by the
50 Supervisory Unit, the Bonus Sick Leave bank shall be cashed out to the employee
51 at the rate of twenty five percent (25%) of the pre-promotional base hourly wage.

1
2 E. JURY DUTY AND WITNESS APPEARANCES
3

- 4 1. Any employee required by legal process to serve on any jury or to appear for jury
5 selection shall receive his/her regular salary as though he/she were actually on the
6 job during this time, provided that he/she remits such jury fees (excluding mileage
7 and meal reimbursement, if any) to the City Clerk for deposit into the General Fund
8 of the City.
9
- 10 a. Any employee appearing on jury duty during scheduled days off shall retain any
11 witness fees but will not receive regular salary.
12
- 13 b. Any employee appearing for jury service shall have the jury service time counted
14 as time worked on that work day.
15
- 16 c. Employees receiving summons for jury service shall immediately notify their
17 Department Head, or his/her designee, to make the necessary scheduling
18 changes.
19
- 20 d. If the employee is released from jury service and four (4) or more hours are
21 remaining on the employee's scheduled work shift, he/she shall report back to
22 his/her department to resume work for the remainder of his/her regular shift.
23
- 24 2. Witness Appearance: Any employee ordered by legal process to appear as a
25 witness in court, or at another judicial or administrative tribunal, shall be subject to
26 the following regulations:
27
- 28 a. If called as a witness during duty hours for any proceeding which arises out of the
29 employee's work duties performed on behalf of the City of Reno, the employee
30 shall receive his/her regular salary for all hours involved in responding to and being
31 available for the witness service, and for all time spent in actual testimony.
32
- 33 b. If called as a witness during duty hours for any criminal proceeding or for any civil
34 proceeding wherein the employee is testifying on behalf of the City of Reno, the
35 employee shall receive his/her regular salary for all hours involved in responding
36 to and being available for the witness service, and for all time spent in actual
37 testimony.
38
- 39 c. If called as a witness in any other civil proceeding, the employee may utilize paid
40 or unpaid leave subject to the terms of this Agreement, or under other City or
41 departmental policy.
42
- 43 d. Any employee who is assigned "court standby", not during duty hours, who may
44 be called to respond to court in order to testify shall receive one (1) hour Standby
45 Pay each for either A.M. or P.M. hours, or two (2) hours for the entire day if the
46 subpoena or standby is for both A.M. and P.M. Upon arriving on duty when called
47 up from standby on their day off for court, an employee will be compensated in
48 accordance with the overtime section of this Agreement.
49
- 50 e. With respect to both Jury Duty and Witness Appearances, it is agreed that the
51 department and the employee shall cooperate to utilize temporary shift changes

1 and other techniques to facilitate the employee's appearance and minimize the
2 employee's inconvenience.
3

4 F. MILITARY LEAVE
5

- 6 1. Any employee who is an active member of the United States Army Reserve, the
7 United States Naval Reserve, the United States Marine Corps Reserve, the United
8 States Coast Guard Reserve, the United States Air Force Reserve or the National
9 Guard must be relieved from the employee's duties, upon the employee's request,
10 to serve under orders without loss of the employee's regular compensation for a
11 period of not more than fifteen (15) working days in any one calendar year. No such
12 absence may be a part of the employee's annual vacation provided for by law.
13
- 14 2. In addition to the foregoing benefit, Military Leave shall be handled in accordance
15 with the requirements of applicable Nevada and Federal law.
16

17 G. ON-THE-JOB DISABILITY LEAVE
18

- 19 1. Whenever an employee receives injury or illness while on duty with the City, which
20 is determined by the Workers' Compensation provider to be compensable, and the -
21 condition prevents the employee from performing his/her normal full-time duties, the
22 City shall pay full salary to the employee for a period of up to but not exceeding
23 thirty (30) calendar days from the date of absence from work. For qualifying
24 conditions, the City shall pay full salary to the employee for a period of up to three
25 hundred twenty (320) cumulative work hours not to exceed a period of twelve (12)
26 consecutive months from date of injury.
27
- 28 a. During this period, the employee shall not forfeit any accrued Sick Leave.
29 b. Upon expiration of the applicable period provided for in Section H (1), after the
30 compensable injury, if the employee is still unable to work, he/she may elect to
31 utilize accrued Sick Leave, during which period the employee shall receive full
32 compensation from the City, and his/her Sick Leave shall be charged at the rate of
33 one (1) hour of Sick Leave for every two (2) hours of Sick Leave taken for the
34 difference in hours between Workers' Compensation pay and his/her salary.
35
- 36 c. Holidays occurring during a leave in conjunction with an on-the-job injury or illness
37 will not be counted as part of the applicable period provided in Section H (1) above.
38
- 39 d. To be entitled to the benefits of this Article, the employee shall return to the Reno
40 City Clerk all Workers' Compensation payments covering the applicable period(s)
41 provided in Section H (1) above.
42
- 43 2. When accrued Sick Leave has expired, if the employee is still unable to work,
44 except for total accumulated Vacation Leave time pay, the employee shall receive
45 no additional compensation from the City.
46
- 47 3. When receiving Workers' Compensation benefits, an employee shall not accrue
48 Sick Leave and Vacation Leave.
49
- 50 4. If the employee is continually confined to a duly licensed hospital as a result of the
51 compensable injury, the City will pay full regular salary to the employee during the

1 entire period of the confinement until the Workers' Compensation payments cease
2 in connection with this injury.

3
4 a. If there are special circumstances that warrant the action, the above requirements
5 of continual confinement to a duly licensed hospital may be waived by action of the
6 City Council.

7
8 b. During this period, the employee will not forfeit Sick Leave or Vacation Leave
9 benefits, but will refund all Workers' Compensation payments to the City.

10
11 5. Whenever medically and administratively feasible the City will provide light duty
12 work.

13
14 a. The City may send, at the City's expense, an injured worker to a physician of its
15 choosing to ascertain whether light duty work is physically harmful to the
16 employee.

17
18 6. The employee has the right to seek, at the employee's expense, a second opinion if
19 the employee disagrees with the findings of the physician with which the City
20 contracted to evaluate whether light duty work is physically harmful to said
21 employee.

22 23 H. FAMILY MEDICAL LEAVE ACT

24
25 1. The City shall calculate FMLA usage based on the rolling year window in
26 accordance with the City policy. The City agrees to allow employees to use sick
27 leave for the birth, adoption or placement of a child or children when the employee's
28 application for FMLA is approved.

29 30 I. CATASTROPHIC LEAVE DONATION

31
32 1. All employees will be allowed to donate vacation to fellow employees in accordance
33 with the City Voluntary Leave Donation procedure. Employees may also donate up to
34 eighty (80) hours of Sick Leave as long as that donation leaves five hundred twenty
35 (520) hours of Sick Leave in the donating employee's bank. Employees may donate
36 up to eighty (80) hours of leave per calendar year.

37
38 2. Employees receiving donations of Catastrophic Leave may use that leave in
39 accordance with the City Sick Leave policy.

40 41 **ARTICLE 13. HEALTH AND WELFARE**

42 43 A. CITY OF RENO GROUP INSURANCE

44
45 1. The City shall make contributions equal to one hundred percent (100%) of the
46 employee only cost of the health and life insurance premiums for each full-time
47 probationary employee, full-time regular employee and for each qualified part-time
48 employee on a pro rata basis (pursuant to Article IX, Section J (4) to any of the
49 following insurance plans:
50

- 1 a. A group medical and dental indemnity plan, the benefits of which shall be provided
2 through a self-insured plan or under a group insurance policy or policies issued by
3 an insurance company or insurance companies selected by the City.
4
- 5 b. Any other prepaid or indemnity group medical and dental plan or plans (including
6 health maintenance organizations) determined appropriate by the City.
7
- 8 2. Each employee enrolled in the City's group health and life insurance program shall,
9 as part of the coverage provided in Section A (1) above, be provided term life
10 insurance under a policy which offers coverage in an amount equivalent to one (1)
11 times the employee's annual base salary. The amount of the term life insurance
12 coverage shall revert to ten thousand dollars (\$10,000) for those employees who
13 retire and continue as part of the City of Reno insurance group, regardless of the
14 type of retirement. The term life insurance coverage for retirees shall be subject to
15 the reduction formula specified in the group term life insurance policy.
16
- 17 3. The City shall contribute to the cost of dependent coverage an amount equal to fifty
18 percent (50%) of the cost of the indemnity plan coverage for each dependent
19 category, for those qualifying employees who decide to be covered by Section A (1)
20 above.
21
- 22 a. This amount shall be used as a credit to the appropriate category of dependent
23 coverage selected by the employee.
24
- 25 b. This credit shall only be available to those employees who qualify and elect to
26 receive dependent coverage.
27
- 28 c. Under no circumstances will the City contribute more to the cost of dependent
29 coverage than the actual cost of that coverage.
30
- 31 4. If the cost of dependent coverage selected by the employee under Section A (3)
32 above exceeds the maximum City contributions, the employee shall pay the
33 additional cost.
34
- 35 5. All qualified employees who elect coverage under Section A (1) above, shall be
36 covered by, and the City contributions shall be made for, the plan(s) of his/her
37 choice on the first of the month following thirty (30) calendar days of his/her initial
38 date of hire.
39
- 40 6. Specific medical and dental benefit levels and premium costs are not set forth in this
41 Agreement for the insurance programs available under this Agreement.
42
- 43 a. It is understood that plan benefits are determined by the providers and the City. As
44 such, plan benefit levels are not subject to bargaining under this Agreement.
45
- 46 b. The City assumes no responsibility for replacement of benefits which may be
47 changed.
48

- 1 c. It is understood that plan costs, premiums or funding levels for employee and
2 dependent categories are determined by the providers and not subject to
3 bargaining under this Agreement.
4
- 5 d. The City assumes no responsibility for increased plan costs except as provided in
6 Section A (1) of this Article.
7
- 8 7. The City agrees to provide an open enrollment period at least annually. Such
9 enrollment period and employee and dependent eligibility shall be in accordance
10 with the policies and rules of the insurance carrier or carriers including the City for
11 self-funded plans.
12
- 13 8. Each medical insurance or health plan provides for coordination with Medicare
14 coverage and any employee who participates in a plan is subject to the
15 requirements of that plan, including provisions relating to Medicare.
16
- 17 a. The City is not responsible for the replacement of benefits which may be reduced,
18 eliminated or made more expensive as a result of coordination with Medicare.
19
- 20 b. City contributions are not payable toward contributions an employee is required to
21 make to the Federal government for Medicare coverage.
22
- 23 9. The City agrees to pay one hundred percent (100%) of the health and life
24 insurance premium for the employee only coverage category for any employee who
25 retires, on or after and who has either thirty (30) or more full-time years of
26 continuous, regular service with the City of Reno or twenty five (25) or more full-time
27 years of continuous, regular service with the City of Reno, plus up to five (5) years
28 of additional PERS credit for a total of thirty (30) years PERS credit. To qualify, the
29 employee must be eligible to retire, must immediately go from City of Reno
30 employment into PERS retirement status and must receive retirement benefits
31 under PERS. This benefit shall continue so long as the retiree remains in the City's
32 group health insurance program and until the retiree is eligible for Federal benefits
33 under Medicare or other Federal programs or reaches age sixty-five (65), whichever
34 occurs first. (If the Medicare age eligibility threshold is revised, Medicare eligibility
35 age will be the new threshold.) The City reserves the right to alter the plans and
36 benefit schedules available to such retirees in accordance with changes
37 implemented under the City's health and life insurance program for active
38 employees. This benefit will not apply to employees hired on or after July 1, 2013.
39
- 40 10. The City agrees to pay seventy five percent (75%) of the health and life insurance
41 premium for the employee only coverage category for any employee who retires
42 and who has fifteen (15), but less than thirty (30) full-time years of continuous,
43 regular service with the City of Reno. To qualify, the employee must be eligible to
44 retire, must immediately go from City of Reno employment into retirement status
45 and must receive retirement benefits under PERS. This benefit shall continue so
46 long as the retiree remains in the City's group health insurance program and until
47 the retiree is eligible for Federal benefits under Medicare or other Federal programs
48 or reaches age sixty-five (65), whichever occurs first. (If the Medicare age eligibility
49 threshold is revised, Medicare eligibility age will be the new threshold.) The City
50 reserves the right to alter the plans and benefit schedules available to such retirees

1 in accordance with changes implemented under the City's health and life insurance
2 program for active employees. This benefit will not apply to employees hired on or
3 after July 1, 2013.
4

5 11. The City agrees to pay sixty percent (60%) of the health and life insurance premium
6 for the employee only coverage category for any employee who retires, on or after
7 July 1, 2002, and who has ten (10), but less than fifteen (15) full time years of
8 continuous, regular service with the City of Reno, plus up to five (5) years of additional
9 PERS credit for a total of fifteen (15) years PERS credit. To qualify, the employee
10 must be eligible to retire, must immediately go from City of Reno employment into
11 PERS retirement status and must receive retirement benefits under PERS. This
12 benefit shall continue so long as the retiree remains in the City's group health
13 insurance program and until the retiree is eligible for federal benefits under Medicare
14 or other federal programs or reaches age sixty-five (65), whichever occurs first. (If the
15 Medicare age eligibility threshold is revised, Medicare eligibility age will be the new
16 threshold.) The City reserves the right to alter the plans and benefit schedules
17 available to such retirees in accordance with changes implemented under the City's
18 health and life insurance program for active employees. This benefit will not apply to
19 employees hired on or after July 1, 2013.
20

21 12. The City agrees to pay fifty percent (50%) of the health and life insurance premium
22 for the employee only coverage category for any employee who retires and who has
23 ten (10), but less than fifteen (15) full-time years of continuous, regular service with
24 the City of Reno. To qualify, the employee must be eligible to retire, must immediately
25 go from City of Reno employment into retirement status and must receive retirement
26 benefits under PERS. This benefit shall continue so long as the retiree remains in the
27 City's group health insurance program and until the retiree is eligible for Federal
28 benefits under Medicare or other Federal programs or reaches age sixty-five (65),
29 whichever occurs first. (If the Medicare age eligibility threshold is revised, Medicare
30 eligibility age will be the new threshold.) The City reserves the right to alter the plans
31 and benefit schedules available to such retirees in accordance with changes
32 implemented under the City's health and life insurance program for active employees.
33

34 13. The retiree medical benefits described in Subsections (9), (10), (11), (12) will not
35 apply to employees hired after July 1, 2013.
36

37 **B. LONG-TERM DISABILITY INSURANCE**
38

39 1. The City shall provide long-term disability insurance to employees covered under
40 this Agreement in accordance with the terms of the long-term disability policy in
41 effect between the City and the long-term disability carrier.
42

43 **ARTICLE 14. RETIREMENT**
44

45 A. The retirement system for all regular employees shall be the Public Employees' Retirement
46 System of Nevada (PERS) in accordance with applicable provisions of the Nevada
47 Revised Statutes (NRS).
48

49 1. Future PERS rate increases/decreases on and after July 1, 2011, shall be split
50 equally between the City and the employee. The Salary Table in Appendix D and

1 the salary of each employee shall be considered to be automatically decreased by
2 one-half (1/2) of any PERS increases and increased by one-half of any PERS rate
3 decrease.
4

- 5 2. If there is an increase to the PERS contributions attributed to the employee as
6 outlined in Section A (1) due to the 2019 Nevada State Legislature session, and that
7 increase to the employee contribution is greater than one percent (1%), the City
8 shall pay the amount over one percent (1%) on behalf of the employee.
9

- 10 a. The parties agree that the contribution arrangement outlined in Section A (2) shall
11 sunset June 30, 2020.
12

- 13 B. The parties recognize that an employee may not be mandatorily retired because of
14 attaining a particular age. It is agreed, however, that continued employment in City
15 service is contingent upon satisfactory performance of his/her assigned duties.
16

17 **ARTICLE 15. SAFETY AND HEALTH**

18 **A. OBJECTIVE**

- 19
20
21 1. The City and the Union will cooperate in the continuing objective of eliminating
22 accidents and health hazards.
23
24 2. The City shall continue to make reasonable provisions for the safety and health of
25 its employees during the hours of their employment.
26

27 **B. SAFETY COMMITTEES**

- 28
29 1. One (1) employee representative of the bargaining unit will serve as a member of
30 the City's Executive Safety Committee. The employee representative will be
31 selected by the Union.
32
33 2. The employee member's attendance at the City's Executive Safety Committee
34 meetings shall be without loss of pay, provided that there will be no overtime
35 payment for time spent in such meetings.
36

37 **C. PROTECTIVE GEAR AND EQUIPMENT**

- 38
39 1. When it is determined by the City that specific protective devices, wearing apparel,
40 and other equipment necessary to protect an employee from injury or exposure is
41 reasonable and prudent, the City shall furnish such devices, apparel and/or
42 equipment, which may include, but shall not be limited to, coveralls, safety boots,
43 safety glasses and rain gear.
44
45 2. In lieu of furnishing safety glasses, the City may elect to reimburse covered
46 employees up to seventy-five dollars (\$75.00) per fiscal year for safety glasses as
47 governed by the replacement provisions below. In order to be eligible for
48 reimbursement as provided in this paragraph, the employee must submit proof of
49 purchase with his/her claim.
50

- 1 3. Effective upon ratification of this agreement, in lieu of furnishing safety boots, the
2 City may elect to reimburse covered employees up to two hundred fifty dollars
3 (\$250.00) per fiscal year for safety boots as governed by the replacement provisions
4 below. In order to be eligible for reimbursement as provided in this paragraph, the
5 employee must submit proof of purchase with his/her claim.
6
- 7 4. When replacement of any item provided pursuant to this section is required due to
8 normal wear, such replacement shall be at the City's expense. When replacement
9 of any item is required as a result of an employee's negligence or misconduct,
10 such replacement shall be at the employee's expense.
11

12 **ARTICLE 16. CAREER DEVELOPMENT**

13 **A. TRAINING COURSES**

- 14 1. An employee will be reimbursed for educational training courses pursuant to the
15 following conditions:
16
- 17 a. The training must be reasonably related to the required skill or education for the
18 employee's current or other City position, or career development plan, as approved
19 by the Department Head.
20
- 21 b. Only a regular full-time employee who has been so employed for at least one (1)
22 year will be eligible for reimbursement.
23
- 24 c. Reimbursement must be approved prior to educational training by his/her
25 Department Head.
26
- 27 d. No employee will be reimbursed for more than two thousand dollars (\$2,000.00)
28 per fiscal year for required and elective courses needed to complete a declared
29 degree.
30
- 31 e. In addition to Section A (1) (d) above, an employee may be reimbursed for up to
32 four hundred dollars (\$400.00) per fiscal year for seminars.
33
- 34 f. Reimbursement under Sections A (1) d and A (1) e will not be effected if the cost
35 is assumed by any other institution, scholarship or grant-in-aid.
36
- 37 g. Reimbursable expenses shall be restricted to tuition, course fees and required
38 textbooks.
39
- 40 h. A course must be taken from a recognized and accredited school or NENA or
41 APCO for specialized training.
42
- 43 i. Employees must present evidence of passing grade, as certified by the accredited
44 institution.
45
- 46 2. While courses should normally be taken on the employee's own time, exception
47 may be granted by his/her Department Head, in which case hours away from work
48 must be deducted from earned Vacation Leave, Compensatory Time or be recorded
49 as an unpaid leave of absence. Subject to the Department Head's approval up to
50

1 four (4) hours per week away from work to take courses may be granted without
2 deduction from regular pay.
3

- 4 3. For purposes of this Article, approval or determination by the Department Head is
5 not subject to the grievance procedure.
6

7 **B. APPRENTICESHIP PROGRAMS**
8

- 9 1. The City agrees to participate in the Union's Apprenticeship Program subject to
10 approval by the City Manager or his/her designee.
11
12 2. The City and the Union agree, when feasible, and when the number of employees
13 warrants, to cooperate in City "in-house" training programs.
14
15 3. The City may contract with the Union to provide training programs.
16

17 **C. EDUCATION PAY**
18

- 19 1. Educational incentive pay shall be paid in accordance with the following:
20 a. A full-time employee who has obtained an Associate's Degree or higher from an
21 accredited college or university shall receive twenty-five dollars (\$25.00) per bi-
22 weekly pay period.
23
24 b. A full-time Public Safety Dispatcher who has obtained an APCO Certificate shall
25 receive twenty-five dollars (\$25.00) per bi-weekly pay period.
26
27 c. A full-time employee who has obtained a Bachelor's Degree from an accredited
28 college or university shall receive fifty-dollars (\$50.00) per bi-weekly pay period.
29
30 d. No employee shall receive compensation under more than one of the subsections
31 a. and c. above. An employee who receives the APCO incentive in Subsection
32 (b) shall be eligible to combine such incentive with either the Associate's or
33 Bachelor's degree incentive, not to exceed seventy-five dollars (\$75.00) per
34 biweekly pay period.
35
36 e. To be eligible for the incentive pay, an employee must provide a copy of the degree
37 or certification and such pay shall begin the first full pay period following the date
38 of receipt by Central payroll.
39
40 f. No employee shall receive Education Pay for a degree determined to be a
41 minimum qualification of a job classification.
42

43 **ARTICLE 17. LABOR/MANAGEMENT COMMITTEE**
44

- 45 A. A Labor/Management Committee consisting of three (3) Supervisory Bargaining Unit
46 members, seven (7) Rank and File Bargaining Unit members, four (4) representatives
47 designated by the City Manager, the Labor Relations Administrator, and the Union
48 Business Representative shall hold meetings as may be agreed upon by the Committee.
49 This Committee shall meet at least two times per year, once in the first half of the

1 calendar year and second in the latter half of the calendar year. Minutes of the meeting
2 shall be made available to the members of the Committee and the Union.
3

4 B. The Union and the City agree to furnish to the other in writing the names of the
5 representatives, their titles and areas of responsibility, and the co-chairpersons
6 immediately after their designation. The City and the Union agree to present in writing to
7 each other on January 1 of each year of this Agreement an updated list of the
8 representatives and co-chairpersons.
9

10 C. The meetings will be held for the purpose of:

- 11 1. Discussing the administration of this Agreement.
- 12 2. Exchanging general information of interest to the parties.
- 13 3. Giving the representatives the opportunity to share the views and concerns of
14 represented employees and their management.
15

16 D. The meetings shall be conducted alternately by two (2) co-chairpersons, with one (1) co-
17 chairperson designated by the Union and one (1) co-chairperson designated by the City.
18 The co-chairpersons shall be responsible for conducting all advance notifications and
19 preparing and distributing advance meeting agendas to all concerned parties. It shall be
20 the responsibility of the alternate co-chairperson for documentation of the minutes.
21

22 E. It shall be the responsibility of the Union representatives to personally notify their
23 Department Head or his/her designee of the dates and times of such meetings.
24

25 F. Attendance at such meeting shall be without loss of pay, provided that no employee shall
26 be eligible for any overtime payment for time spent in any meetings authorized by the
27 provisions of this Article.
28

29 G. No discussion or consideration of any item before the Labor/Management Committee shall
30 be deemed as a limitation on the City's rights, the Union's rights or any other specific
31 contractual language.
32

33 **ARTICLE 18. MISCELLANEOUS**

34 NOTE: This article is not intended to apply to employees who are separated from employment
35 due to an on-the-job injury that prevents them from performing essential job functions.
36

37 A. LAYOFF

38 1. Should it become necessary in any department to layoff any employee, the parties
39 hereby agree that employee(s) will be laid off in accordance with the following
40 guidelines:
41

42 a. Layoff Procedure

43 b. The order of layoffs is as follows:
44
45
46
47
48
49
50

- c. Temporary employees;
 - d. Probationary employees;
 - e. Full-time or part-time employees in a qualifying status;
 - f. Full-time or part-time employees in reverse order of their seniority. The employee with the least classification seniority shall be released first. In the case of a tie, within classification seniority, the employee with the least City employment shall be released first.
2. Any employee laid off shall have his/her name placed on the layoff register for that classification pursuant to Section C below.

B. BUMPING AND RECALL RIGHTS

1. An employee who is laid off shall have the right to bump to another classification that the employee previously held within the bargaining unit, and/or within the Job Series Progression, as indicated in Appendix B, where they have sufficient seniority and that is in the same or lower grade as the employee's current grade.
2. Bumping shall be into the position occupied by the least senior employee in the classification. That least senior employee will then be added to the list of employees included in the layoff and may exercise all the rights contained in this article.
3. An employee who bumps to another previously held classification shall carry their current classification seniority to the new job.
4. An employee who elects to bump into another classification previously held retains the right to be on the layoff register for the classification from which they were laid off.
5. Any employee who is recalled to a job with the same or more scheduled work hours they held prior to the layoff shall forfeit any future right to be recalled to that same classification if they decline the recall offer.
6. An employee who was laid off may accept an offer of a part-time position with fewer scheduled work hours in that same classification without forfeiting their right to be recalled to their prior scheduled work hours in that same classification.
7. Any employee who is recalled, or bumped into a prior classification, shall obtain any required certifications within six (6) months of reinstatement.
8. Employees may not bump outside bargaining units represented by Local 39.

C. RECALL

1. The names of employees who are laid off shall be placed on a departmental layoff register for the job classification held at the time of layoff.

- 1 a. Names shall be placed on this layoff register in the inverse order of their layoff,
2 that is, the last person laid off shall be the number one person on the layoff register.
3
- 4 b. The name of the employee shall remain on that list for a period not to exceed three
5 (3) years.
6
- 7 2. Persons on the layoff register shall have preference for recall over all others to the
8 job classification and department from which laid off.
9
- 10 a. Persons whose names are placed on a layoff register shall be recalled according
11 to his/her City-wide seniority in the affected job classification, the most senior
12 person the first to be offered an opportunity to return.
13
- 14 b. An individual who has been recalled pursuant to the above, who fails to respond
15 or refuses to accept the job, shall have his name removed from the layoff register.
16
- 17 3. The names of persons on the layoff register shall also be placed on the top of the
18 City-wide promotion or open eligible list for the job classification in which they were
19 employed at the time of lay off. Department managers shall retain discretion to
20 select and make appointments as provided under the Civil Service Rules and
21 Regulations. The City and the Union agree to meet to discuss any proposed
22 changes to the Civil Service Rules and Regulations which serve to expand the
23 department manager's right to select and make appointments.
24
- 25 4. During the time an individual is on a departmental layoff register, the City will notify
26 that individual of vacancies which may occur in positions which have been
27 authorized for hire.
28
- 29 5. When the City Manager authorizes the filling of a regular position in the civil service
30 where the vacancy is not reserved for individuals with recall rights, and so long as
31 names on departmental layoff registers are still active, said vacancy shall be filled
32 by selection from an eligibility list established using a City-wide competitive
33 examination; except that:
34
- 35 a. If the City-wide competitive examination fails to produce an eligibility list containing
36 three (3) qualified names, the certification may include names taken from an open
37 competitive eligibility list. The City may, at its discretion, provide for simultaneous
38 open and City-wide examinations.
39
- 40 b. The provisions of this section shall not apply to recruitments conducted for the job
41 classifications of Police Officer and Fire Fighter.
42
- 43 c. For purpose of this section, "City-wide competitive examination" shall mean that
44 the competition is restricted to active employees of the City and individuals whose
45 names appear on departmental layoff registers.
46
- 47 6. If a job classification is modified subsequent to the time the employee is laid off, the
48 employee's rights of return as specified within this Article shall extend to the
49 successor classification.
50

1 7. If an individual is hired to a job classification other than the job classification from
2 which he was laid off, he shall have the right to return to the department and job
3 classification he held prior to being laid off should it subsequently become available,
4 provided that his name is still on the departmental layoff register.
5

6 Further, if an individual is offered a job in a different job classification, the individual
7 shall have the right to refuse the offer without affecting his standing on the
8 departmental layoff register.
9

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

19 D. The following provisions shall apply upon recall or return to active City service immediately
20 following a lay off:
21

22 1. Time spent in the laid off status shall be deducted from the employee's continuous
23 service date, but shall not be considered as a break in continuous service.
24

25 2. Upon recall or return to the job classification held at the time of layoff, the employee
26 shall be placed on the pay schedule within the grade assigned to the job
27 classification at the same step that he/she held at the time of his/her layoff.
28

29 a. In the event the employee returns to a job classification other than the job
30 classification held at the time of his/her layoff, the employee shall be placed on the
31 pay schedule within the grade assigned to the job classification at that step which
32 corresponds to the step held at the time of his layoff. (For example, if the employee
33 was at Step 5 at the time of his layoff, he shall be placed at Step 5 upon his return.)
34

35 3. Except where the bank ceased to exist because the City Manager approved cash
36 out, the employee shall receive full credit for vacation, sick and sick bonus hours
37 accumulated but unused at the time of his layoff.
38

39 E. In lieu of the grievance-arbitration procedures specified in Article VI. of this Labor
40 Agreement, the parties agree to the following appeal process:
41

42 1. Upon signing of this agreement, a four person panel will be established to hear
43 appeals that arise regarding the administration of the layoff provisions of this Article.
44 This panel shall be comprised of four members, with the City selecting two
45 members and the Union selecting two members.
46

47 2. Within five (5) calendar days of receipt of notification of pending layoff, an individual
48 may appeal his layoff if he believes the layoff was taken out of the order specified
49 above where said error directly resulted in his layoff. The appeal must be filed in
50 writing with the Human Resources Department. The appeal must state the

1 employee's exact reasons therefore and must include copies of any substantiating
2 documentation.

3
4 a. Within five (5) calendar days from the receipt of the appeal, the panel established
5 under 1 above shall convene to examine the relevant evidence and take testimony.

6
7 b. Within five (5) calendar days of that meeting, the panel shall render its decision
8 and reasons therefore in writing. A copy of this decision shall be provided to the
9 employee and the Union.

10
11 c. If the majority of the panel is unable to reach consensus, the standing members of
12 the panel shall jointly select a fifth (5th) member who, after review of the evidence,
13 shall issue decision breaking the tie.

14
15 (1) If the panel is unable to mutually agree upon the selection of a fifth (5th)
16 member, the Labor Relations Administrator and the Union Representative shall
17 meet to jointly select and appoint the fifth (5th) member.

18
19 d. The decision of the panel shall be final and binding on the parties.
20

21 **ARTICLE 19. SENORITY**

- 22
23 1. A list of employees arranged in order of departmental seniority by years of service
24 and classification shall be maintained and made available for examination by
25 employees, provided the seniority list be revised and updated as necessary. A copy
26 of the same shall be given to the Union.

27
28 Seniority shall be the primary consideration, along with departmental needs, in
29 granting employee preferences relative to holidays worked, holidays off, vacation
30 leave time, shift assignments and days off.

31
32 B. Seniority will be observed for employees wanting to work holidays on their regular
33 scheduled work day, should the department require working on a holiday. If said
34 employee declines to work, then the next regularly scheduled senior employee will be
35 given the opportunity, and so on. If no employee requests to work the holiday, then
36 management has the right of assignment, starting with the least senior employee.

37
38 C. A holiday schedule requesting employee sign up will be posted 45 days prior to a holiday,
39 for staffing levels to be met.
40

41 **ARTICLE 20. LIMITED APPOINTMENTS**

42 **A. DEFINITION**

- 43
44
45 1. Regular limited appointment positions may be less than the designated number but
46 shall not exceed a total of eight (8) Park Maintenance Worker positions unless
47 mutually agreed by the City and the Union. These are regular full-time positions
48 receiving benefits under this Agreement, but employed for only a limited period
49 annually due to regular fluctuations in work load.
50

- 1 2. Regular limited appointments shall be for a term of six (6) to nine (9) months
2 annually as specified by the Department Head.
- 3
- 4 3. During the annual term of appointment, any employee filling a regular limited
5 appointment position as defined in this article will receive applicable pay, benefits,
6 and accruals that are provided to regular full-time employees for the same period,
7 but not extending beyond the annual limited period of appointment.
- 8

9 **ARTICLE 21. EFFECTIVE DATE AND DURATION**

10

11 **A. EFFECTIVE DATE AND DURATION**

- 12
- 13 1. This Agreement shall be in full force and effect July 1, 2020 and shall continue in
14 force until January 31, 2021.
- 15
- 16 2. Any side letters dated prior to July 1, 2017, and not included in an appendix or
17 incorporated into this agreement are null and void. This Agreement supersedes any
18 previous agreements between the City of Reno, its employees, and the Union. The
19 parties will not be bound by any past understandings, customs, or practices. The
20 parties agree that the relations between them will be governed by the terms of this
21 Agreement, including any written amendments executed by the parties subsequent
22 to the effective date of this Agreement.
- 23
- 24 3. In the event that prior to the expiration of this Agreement, the City claims a "fiscal
25 emergency" as defined below, the parties shall then meet and confer in good faith
26 for the purpose of determining means of alleviating revenue shortfalls for the next
27 fiscal year beginning July 1. Only Article IX, Salaries, shall be opened, unless
28 mutually agreed upon by both parties.
- 29

30 The City shall identify the fund(s), the affected department(s) and the names and
31 classifications of all affected employees within the identified(s).

- 32
- 33 a. A "fiscal emergency" exists when as a result of decreasing revenues, one of the
34 following events occur:
 - 35
 - 36 (1) A severe financial emergency of the City is determined by the Nevada
37 Department of Taxation in accordance with NRS 354.685; or
 - 38
 - 39 (2) The consolidation tax revenue and ad valorem receipts received by the City
40 decline by more than eleven percent (11%) from the fiscal year in the month
41 ending April 30, compared to the prior fiscal in the month ending April 30, and
42 no additional funds have been received to make up less than the eleven
43 percent (11%) decline.
 - 44
- 45 b. A "fiscal emergency" shall not exist or be claimed by the City, if the following exists:
 - 46
 - 47 (1) The City has any reserve fund balances, including any "stabilization reserve"
48 with the exception of minimum reserve funds required by law and those that
49 meet the definition of "restricted assets" as defined by GASB 34. The City

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7

agrees to provide the Union with any and all information in regards to all reserve funds.

(2) Has any reserve fund balances, including any “stabilization reserve” with the exception of minimum reserve funds required by law and those that meet the definition of “restricted assets” as defined by GASB 34. The City agrees to provide the Union with any and all information in regards to all reserve funds.

IN WITNESS WHEREOF, the City and the Union have caused these presents to be duly executed by their authorized representatives this 27 day of AUGUST, 2020.

X [Signature]

MAYOR

X [Signature]

City Clerk



Negotiations Committee Attest:

[Signature]
Bart Florence, Business Manager

[Signature]
Stahly Robert Aldrich, President

[Signature]
Steve Crouch, Director of Public Employees

[Signature]
Jerry Frederick, Business Representative

WITNESSETH: APPROVED AS TO LEGAL FORM

X [Signature]

DEPUTY CITY ATTORNEY

APPENDIX A

ALPHABETICAL LIST OF CLASSES LOCAL 39 NON-SUPERVISORY

| <u>CLASS</u> <u>GRADE</u> | <u>CLASS GRADE</u> |
|------------------------------|-------------------------------------|
| G 19 | Accounting Assistant |
| G 22 | Accounting Technician |
| G 23 | Administrative Secretary |
| G 25 | Application Support Technician |
| G 22 | Building Inspector I |
| G 24 | Building Inspector II |
| G 26 | Business License Compliance Officer |
| G 25 | Civil Service Technician |
| G 22 | Code Enforcement Officer I |
| G 26 | Code Enforcement Officer II |
| G 27 | Combination Inspector |
| G 27 | Communications Technician |
| G 13 | Custodian |
| G 19 | Parking Enforcement Officer |
| G 23 | Community Services Officer (Police) |
| G 19 | Development Permit Technician |
| G 21 | Engineering Assistant |
| G 26 | Environmental Control Officer |
| G 24 | Environmental Control Technician |
| G 24 | Equipment Mechanic |
| G 22 | Equipment Operator II |
| G 20 | Equipment Parts Technician |
| G 19 | Equipment Service Worker |
| G 22 | Equipment Service Writer |
| G 21 | Equipment/Supply Technician |
| G 21 | Evidence Technician |
| G 23 | GIS Technician |
| G 23 | Information Systems Technician I |
| G 27 | Information Systems Technician II |
| G 22 | Irrigation System Technician |
| G 24 | Land Development Plans Examiner |
| G 23 | Logistics Officer |
| G 24 | Maintenance Technician |
| G 18 | Maintenance Worker I |
| G 20 | Maintenance Worker II |
| G 22 | Maintenance Worker III |
| G 15 | Office Assistant I |
| G 17 | Office Assistant II |
| G 24 | Park Ranger |
| G 19 | Parking Enforcement Officer |
| G 22 | Parking Meter Technician |
| G 18 | Parks Maintenance Worker I |
| G 20 | Parks Maintenance Worker II |

G 21 Planning Technician
(CONTINUED)

| <u>CLASS GRADE</u> | <u>CLASS GRADE</u> |
|------------------------|--|
| G 28 | Plans Examiner |
| G 18 | Police Assistant I |
| G 19 | Program Assistant |
| G 20 | Police Assistant II |
| G 20 | Police Services Specialist |
| G 27 | Property Technician |
| G 20 | Public Safety Call Taker |
| G 22 | Public Safety Dispatch Trainee |
| G 23 | Public Safety Dispatcher |
| G 27 | Public Works Construction Inspector |
| G 22 | Purchasing Technician |
| G 17 | Records Technician |
| G 17 | Recreation Program Assistant |
| G 26 | Residential Plans Examiner |
| G 19 | Reprographics Technician |
| G 19 | Secretary |
| G 21 | Senior Groundskeeper |
| G 24 | Senior Engineering Technician I |
| G 25 | Senior Equipment Mechanic |
| G 23 | Senior Equipment Service Writer |
| G 24 | Senior Irrigation System Technician |
| G 22 | Senior Parks Maintenance Worker |
| G 14 | Senior Recreation Leader (Full-Time) |
| G 24 | Senior Tree Maintenance Worker |
| G 26 | Senior Water Reclamation Plant Operator |
| G 24 | Traffic Signal Mechanic |
| G 26 | Traffic Signal Technician |
| G 25 | Tree Inspector |
| G 22 | Tree Maintenance Worker |
| G 24 | Victim/Witness Advocate (Police) |
| G 19 | Victim Services Unit Volunteer Coordinator |
| G 24 | Water Reclamation Plant Operator |

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

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

Job Series Progression (Continued)

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

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
Job Series Progression (Continued)
Custodian 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

| | | | |
|--|--|--|--|
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| | | | |
| | | | |

APPENDIX C

| | Primary Certificates 2 = 5% | Secondary Certificates 4 = 5% 2 = 2.5% | Supplemental Certificates 2 = 1 Secondary |
|---------------------------------------|---|--|--|
| Plans Examiner | BLDG PLANS EXAMINER – ICC (B3) | | |
| | BUILDING INSPECTOR – ICC (B1&B2) | | |
| | PLUMBING INSPECTOR – ICC (P1&P2) | ELECTRICAL INSPECTOR – ICC (E1&E2) | |
| Residential Plans Examiner | MECHANICAL INSPECTOR – ICC (M1&M2) | ACCESSIBILITY INSPECTOR/PLANS EXAMINER – ICC (21) | |
| | RESIDENTIAL PLANS EXAMINER – ICC (P3) | FIRE INSPECTOR I – ICC (66) | |
| Plans Examiner Supervisor | RESIDENTIAL BUILDING INSPECTOR – ICC (B1) | FIRE INSPECTOR II – ICC (67) | |
| | RESIDENTIAL ELECTRICAL INSPECTOR – ICC (E1) | FIRE PLANS EXAMINER – ICC (F3) | |
| | RESIDENTIAL MECHANICAL INSPECTOR – ICC (M1) | RESIDENTIAL ENERGY INSPECTOR / PLANS EXAMINER – ICC (79) | N/A |
| | RESIDENTIAL PLUMBING INSPECTOR – ICC (P1) | | |

| | Primary Certificates 2 = 5% | Secondary Certificates 4 = 5% 2 = 2.5% | Supplemental Certificates 2 = 1 Secondary |
|--|--|---|---|
| <p>Combination Inspector</p> <p>Senior Combination Inspector</p> | <p>BUILDING INSPECTOR – ICC (B1&B2)</p> <p>ELECTRICAL INSPECTOR – ICC (E1&E2)</p> <p>PLUMBING INSPECTOR – ICC (P1&P2)</p> <p>MECHANICAL INSPECTOR – ICC (M1&M2)</p> <p>ACCESSIBILITY INSPECTOR/PLANS EXAMINER – ICC (21)</p> <p>COMM. ENERGY INSPECTOR – ICC (77)</p> <p>BLDG PLANS EXAMINER – ICC (B3)</p> <p>FIRE INSPECTOR I – ICC (66)</p> | <p>FIRE INSPECTOR II – ICC (67)</p> <p>FIRE PLANS EXAMINER – ICC (F3)</p> | N/A |
| Code Enforcement Officer | <p>CODE ENFORCEMENT NACE/CACEO/ICC</p> <p>PROPERTY MAINTENANCE AND HOUSING INSPECTOR – ICC/AACE (64)</p> <p>CODE ENFORCEMENT ADMINISTRATOR – ICC/AACE</p> | <p>ZONING INSPECTOR – ICC (75) / P.C. 832</p> <p>PERMIT TECHNICIAN – ICC (14)</p> <p>FIRE INSPECTOR I – ICC (66)</p> <p>ACCESSIBILITY INSPECTOR / PLANS EXAMINER – ICC (21)</p> | <p>RESIDENTIAL BUILDING INSPECTOR – ICC (B1)</p> <p>RESIDENTIAL PLUMBING INSPECTOR – ICC (P1)</p> <p>RESIDENTIAL MECHANICAL INSPECTOR – ICC (M1)</p> <p>RESIDENTIAL ELECTRICAL INSPECTOR – ICC (E1)</p> |

| | Primary Certificates 2 = 5% | Secondary Certificates 4 = 5% 2 = 2.5% | Supplemental Certificates 2 = 1 Secondary |
|---|---|---|--|
| <p>Building Inspector I</p> <p>MQ's = Residential Electrical Inspector & Residential Building Inspector within 12 months <u>AND</u> Residential Plumbing Inspector & Residential Mechanical Inspector within 24 months</p> | <p>RESIDENTIAL BUILDING INSPECTOR – ICC (B1)</p> <p>RESIDENTIAL PLUMBING INSPECTOR – ICC (P1)</p> <p>RESIDENTIAL MECHANICAL INSPECTOR – ICC (M1)</p> <p>RESIDENTIAL ELECTRICAL INSPECTOR – ICC (E1)</p> <p>COMMERCIAL BUILDING INSPECTOR – ICC (B1&B2)</p> <p>COMMERCIAL PLUMBING INSPECTOR - ICC (P1&P2)</p> <p>COMMERCIAL MECHANICAL INSPECTOR – ICC (M1&M2)</p> <p>COMMERCIAL ELECTRICAL INSPECTOR – ICC (E1&E2)</p> | <p>ACCESSIBILITY INSPECTOR/PLANS EXAMINER – ICC (21)</p> <p>PROPERTY MAINTENANCE AND HOUSING INSPECTOR – ICC/AACE (64)</p> <p>FIRE INSPECTOR I – ICC (66)</p> <p>FIRE INSPECTOR II – ICC (67)</p> <p>FIRE PLANS EXAMINER – ICC (F3)</p> | N/A |
| <p>Building Inspector II</p> <p>MQ's = 4 Residential Certifications and 1 Commercial Certification</p> | <p>COMMERCIAL BUILDING INSPECTOR – ICC (B1&B2)</p> <p>COMMERCIAL PLUMBING INSPECTOR – ICC (P1&P2)</p> <p>COMMERCIAL MECHANICAL INSPECTOR – ICC (M1&M2)</p> <p>COMMERCIAL ELECTRICAL INSPECTOR – ICC (E1&E2)</p> <p>RESIDENTIAL ENERGY INSPECTOR / PLANS EXAMINER – ICC (79)</p> | <p>FIRE INSPECTOR I – ICC (66)</p> <p>ACCESSIBILITY INSPECTOR/PLANS EXAMINER – ICC (21)</p> <p>PROPERTY MAINTENANCE AND HOUSING INSPECTOR – ICC/AACE (64)</p> <p>FIRE INSPECTOR II – ICC (67)</p> <p>FIRE PLANS EXAMINER – ICC (F3)</p> | N/A |

| | Primary Certificates 2 = 5% | Secondary Certificates 4 = 5% 2 = 2.5% | Supplemental Certificates 2 = 1 Secondary |
|--|--|---|--|
| Development Permit Technician | PERMIT TECHNICIAN – ICC (14) | RESIDENTIAL PLUMBING INSPECTOR – ICC (P1) | |
| Permit Services Supervisor | RESIDENTIAL BUILDING INSPECTOR – ICC (B1) | RESIDENTIAL MECHANICAL INSPECTOR – ICC (M1) | |
| | RESIDENTIAL PLANS EXAMINER – ICC (P3) | RESIDENTIAL ELECTRICAL INSPECTOR – ICC (E1) | N/A |
| | RESIDENTIAL ENERGY INSPECTOR / PLANS EXAMINER – ICC (79) | | |

Local 39 Non-Supervisory Unit
Schedule
APPENDIX D

Salaries July 1, 2020 – January 31, 2021

**Local 39 Non-Supervisory Unit
Salary Schedule for - July, 2020 to January 31, 2021 - Exhibit D
NO CHANGE TO SALARY SCHEDULE**

| | | *****STEP***** | | | | | | | | | |
|---|------------|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--|
| Classification | Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | |
| Custodian | G13 | 15.68 | 16.46 | 17.29 | 18.15 | 19.06 | 20.01 | 21.02 | 22.07 | Hourly | |
| | | 1,254.70 | 1,316.76 | 1,383.32 | 1,451.68 | 1,524.53 | 1,600.97 | 1,681.83 | 1,765.61 | Bi-Weekly | |
| | | 32,622.21 | 34,235.83 | 35,966.35 | 37,743.59 | 39,637.72 | 41,625.35 | 43,727.50 | 45,905.98 | Annual | |
| Senior Recreation Leader (Full-Time) | G14 | 16.46 | 17.29 | 18.15 | 19.06 | 20.01 | 21.02 | 22.07 | 23.17 | Hourly | |
| | | 1,316.76 | 1,383.32 | 1,451.68 | 1,524.53 | 1,600.97 | 1,681.83 | 1,765.61 | 1,853.75 | Bi-Weekly | |
| | | 34,235.83 | 35,966.35 | 37,743.59 | 39,637.72 | 41,625.35 | 43,727.50 | 45,905.98 | 48,197.56 | Annual | |
| Office Assistant I | G15 | 17.29 | 18.15 | 19.06 | 20.01 | 21.02 | 22.07 | 23.17 | 24.32 | Hourly | |
| | | 1,383.32 | 1,451.68 | 1,524.53 | 1,600.97 | 1,681.83 | 1,765.61 | 1,853.75 | 1,945.50 | Bi-Weekly | |
| | | 35,966.35 | 37,743.59 | 39,637.72 | 41,625.35 | 43,727.50 | 45,905.98 | 48,197.56 | 50,582.89 | Annual | |
| | G16 | 18.15 | 19.06 | 20.01 | 21.02 | 22.07 | 23.17 | 24.32 | 25.55 | Hourly | |
| | | 1,451.68 | 1,524.53 | 1,600.97 | 1,681.83 | 1,765.61 | 1,853.75 | 1,945.50 | 2,044.33 | Bi-Weekly | |
| | | 37,743.59 | 39,637.72 | 41,625.35 | 43,727.50 | 45,905.98 | 48,197.56 | 50,582.89 | 53,152.61 | Annual | |
| Office Assistant II Recreation Program Assistant Records Technician | G17 | 19.06 | 20.01 | 21.02 | 22.07 | 23.17 | 24.32 | 25.55 | 26.81 | Hourly | |
| | | 1,524.53 | 1,600.97 | 1,681.83 | 1,765.61 | 1,853.75 | 1,945.50 | 2,044.33 | 2,144.40 | Bi-Weekly | |
| | | 39,637.72 | 41,625.35 | 43,727.50 | 45,905.98 | 48,197.56 | 50,582.89 | 53,152.61 | 55,754.50 | Annual | |
| Maintenance Worker I Parks Maintenance Worker I Police Assistant I | G18 | 20.01 | 21.02 | 22.07 | 23.17 | 24.32 | 25.55 | 26.81 | 28.16 | Hourly | |
| | | 1,600.97 | 1,681.83 | 1,765.61 | 1,853.75 | 1,945.50 | 2,044.33 | 2,144.40 | 2,253.10 | Bi-Weekly | |
| | | 41,625.35 | 43,727.50 | 45,905.98 | 48,197.56 | 50,582.89 | 53,152.61 | 55,754.50 | 58,580.59 | Annual | |
| Accounting Assistant Business License Technician Community Services Officer I Development Permit Technician Equipment Service Worker Office Assistant III Parking Enforcement Officer Program Assistant Reprographics Technician Secretary Victim Service Unit Volunteer Coordntr | G19 | 21.02 | 22.07 | 23.17 | 24.32 | 25.55 | 26.81 | 28.16 | 29.57 | Hourly | |
| | | 1,681.83 | 1,765.61 | 1,853.75 | 1,945.50 | 2,044.33 | 2,144.40 | 2,253.10 | 2,365.53 | Bi-Weekly | |
| | | 43,727.50 | 45,905.98 | 48,197.56 | 50,582.89 | 53,152.61 | 55,754.50 | 58,580.59 | 61,503.76 | Annual | |
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|-------------------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Custodial Coordinator | G20 | 22.07 | 23.17 | 24.32 | 25.55 | 26.81 | 28.16 | 29.57 | 31.03 | Hourly |
| Equipment Parts Technician | | 1,765.61 | 1,853.75 | 1,945.50 | 2,044.33 | 2,144.40 | 2,253.10 | 2,365.53 | 2,482.55 | Bi-Weekly |
| Maintenance Worker II | | 45,905.98 | 48,197.56 | 50,582.89 | 53,152.61 | 55,754.50 | 58,580.59 | 61,503.76 | 64,546.40 | Annual |
| Parks Maintenance Worker II | | | | | | | | | | |
| Police Assistant II | | | | | | | | | | |
| Police Services Specialist | | | | | | | | | | |
| Police Technician | | | | | | | | | | |
| Public Safety Call Taker | | | | | | | | | | |
| Engineering Assistant | G21 | 23.17 | 24.32 | 25.55 | 26.81 | 28.16 | 29.57 | 31.03 | 32.60 | Hourly |
| Equipment/Supply Technician | | 1,853.75 | 1,945.50 | 2,044.33 | 2,144.40 | 2,253.10 | 2,365.53 | 2,482.55 | 2,608.24 | Bi-Weekly |
| Evidence Technician | | 48,197.56 | 50,582.89 | 53,152.61 | 55,754.50 | 58,580.59 | 61,503.76 | 64,546.40 | 67,814.29 | Annual |
| Planning Technician | | | | | | | | | | |
| Senior Groundskeeper | | | | | | | | | | |
| Accounting Technician | G22 | 24.32 | 25.55 | 26.81 | 28.16 | 29.57 | 31.03 | 32.60 | 34.21 | Hourly |
| Building Inspector I | | 1,945.50 | 2,044.33 | 2,144.40 | 2,253.10 | 2,365.53 | 2,482.55 | 2,608.24 | 2,737.10 | Bi-Weekly |
| Code Enforcement Officer I | | 50,582.89 | 53,152.61 | 55,754.50 | 58,580.59 | 61,503.76 | 64,546.40 | 67,814.29 | 71,164.62 | Annual |
| Equipment Operator II | | | | | | | | | | |
| Equipment Service Writer | | | | | | | | | | |
| Irrigation System Technician | | | | | | | | | | |
| Maintenance Worker III | | | | | | | | | | |
| Parking Meter Technician | | | | | | | | | | |
| Public Safety Dispatch Trainee | | | | | | | | | | |
| Purchasing Technician | | | | | | | | | | |
| Senior Parks Maintenance Worker | | | | | | | | | | |
| Tree Maintenance Worker | | | | | | | | | | |
| Administrative Secretary | G23 | 25.55 | 26.81 | 28.16 | 29.57 | 31.03 | 32.60 | 34.21 | 35.93 | Hourly |
| Community Services Officer | | 2,044.33 | 2,144.40 | 2,253.10 | 2,365.53 | 2,482.55 | 2,608.24 | 2,737.10 | 2,874.67 | Bi-Weekly |
| GIS Technician | | 53,152.61 | 55,754.50 | 58,580.59 | 61,503.76 | 64,546.40 | 67,814.29 | 71,164.62 | 74,741.50 | Annual |
| Information Systems Technician I | | | | | | | | | | |
| Logistics Officer | | | | | | | | | | |
| Public Safety Dispatcher | | | | | | | | | | |
| Senior Equipment Service Writer | | | | | | | | | | |
| Building Inspector II | G24 | 26.81 | 28.16 | 29.57 | 31.03 | 32.60 | 34.21 | 35.93 | 37.74 | Hourly |
| Environmental Control Technician | | 2,144.40 | 2,253.10 | 2,365.53 | 2,482.55 | 2,608.24 | 2,737.10 | 2,874.67 | 3,019.34 | Bi-Weekly |
| Equipment Mechanic | | 55,754.50 | 58,580.59 | 61,503.76 | 64,546.40 | 67,814.29 | 71,164.62 | 74,741.50 | 78,502.81 | Annual |
| Land Development Plans Examiner | | | | | | | | | | |
| Maintenance Technician | | | | | | | | | | |
| Park Ranger | | | | | | | | | | |
| Senior Engineering Technician I | | | | | | | | | | |
| Senior Irrigation System Technician | | | | | | | | | | |
| Senior Tree Maintenance Worker | | | | | | | | | | |
| Traffic Signal Mechanic | | | | | | | | | | |

| | | | | | | | | | | |
|---|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Victim/Witness Advocate (Police) | | | | | | | | | | |
| Water Reclamation Plant Operator | | | | | | | | | | |
| Application Support Technician | G25 | 28.16 | 29.57 | 31.03 | 32.60 | 34.21 | 35.93 | 37.74 | 39.62 | Hourly |
| Civil Service Technician | | 2,253.10 | 2,365.53 | 2,482.55 | 2,608.24 | 2,737.10 | 2,874.67 | 3,019.34 | 3,169.54 | Bi-Weekly |
| Senior Equipment Mechanic | | 58,580.59 | 61,503.76 | 64,546.40 | 67,814.29 | 71,164.62 | 74,741.50 | 78,502.81 | 82,408.17 | Annual |
| Tree Inspector | | | | | | | | | | |
| Business License Compliance Officer | G26 | 29.57 | 31.03 | 32.60 | 34.21 | 35.93 | 37.74 | 39.62 | 41.60 | Hourly |
| Code Enforcement Officer II | | 2,365.53 | 2,482.55 | 2,608.24 | 2,737.10 | 2,874.67 | 3,019.34 | 3,169.54 | 3,327.85 | Bi-Weekly |
| Environmental Control Officer | | 61,503.76 | 64,546.40 | 67,814.29 | 71,164.62 | 74,741.50 | 78,502.81 | 82,408.17 | 86,524.09 | Annual |
| Residential Plans Examiner | | | | | | | | | | |
| Senior Engineering Technician II | | | | | | | | | | |
| Senior Water Reclamation Plant Operator | | | | | | | | | | |
| Traffic Signal Technician | | | | | | | | | | |
| Combination Inspector | G27 | 31.03 | 32.60 | 34.21 | 35.93 | 37.74 | 39.62 | 41.60 | 43.68 | Hourly |
| Communications Technician | | 2,482.55 | 2,608.24 | 2,737.10 | 2,874.67 | 3,019.34 | 3,169.54 | 3,327.85 | 3,494.23 | Bi-Weekly |
| Information Systems Technician II | | 64,546.40 | 67,814.29 | 71,164.62 | 74,741.50 | 78,502.81 | 82,408.17 | 86,524.09 | 90,850.00 | Annual |
| Property Technician | | | | | | | | | | |
| Public Works Construction Inspector | | | | | | | | | | |
| Plans Examiner | G28 | 32.60 | 34.21 | 35.93 | 37.74 | 39.62 | 41.60 | 43.68 | 45.87 | Hourly |
| | | 2,608.24 | 2,737.10 | 2,874.67 | 3,019.34 | 3,169.54 | 3,327.85 | 3,494.23 | 3,669.62 | Bi-Weekly |
| | | 67,814.29 | 71,164.62 | 74,741.50 | 78,502.81 | 82,408.17 | 86,524.09 | 90,850.00 | 95,410.12 | Annual |

APPENDIX E

Environmental Control Officer Certifications

| GS14 Environmental Control Officer | 5.0% Incentive | 5.0% Incentive |
|---|--|--|
| AA OR EQUIVALENT | AA DEGREE GRADE 1 INDUSTRIAL WASTE INSPECTOR CERTIFICATION PLUS ONE ADDITIONAL APPROVED CERTIFICATION | AA DEGREE PREVIOUS INCENTIVE REQUIREMENTS PLUS GRADE 2 INDUSTRIAL WASTE INSPECTOR CERTIFICATION PLUS ONE ADDITIONAL APPROVED CERTIFICATION |

| Approved Certifications |
|---|
| CAL/NV WASTEWATER QUALITY ANALYST |
| CAL/NV GRADE 2 INDUSTRIAL WASTE INSPECTOR |
| CAL/NV GRADE 3 INDUSTRIAL WASTE INSPECTOR |
| CAL/NV GRADE 4 INDUSTRIAL WASTE INSPECTOR |
| CAL/NV GRADE 2 SEWER PLANT OPERATOR |
| CAL/NV GRADE 3 SEWER PLANT OPERATOR |
| CAL/NV GRADE 4 SEWER PLANT OPERATOR |
| CAL/NV GRADE 5 SEWER PLANT OPERATOR |
| CAL/NV CERTIFIED ENVIRONMENTAL MANAGER |

Employees shall not receive Certification Pay for certifications determined to be minimum qualifications of their job classification.

APPENDIX F

Non-Supervisory Chief Steward Representation Areas With Office Shop or Crew Steward Areas

Area #1 City Hall & Fire Department

Chief Steward

1. City Clerk
2. Data Processing
3. Disbursement Purchasing and Fire Clerical
4. Rev. Div. and Sewer Use Fees

Area #2 City Hall Annex

Chief Steward

1. Bld. & Safety Cler. & Plan Check.
2. Building and Safety Inspectors
3. Records Management

Area #3 Police Communications Dispatch Center

Chief Steward

1. Communications – A Shift
2. Communications – B Shift and Secretary
3. Communications – C Shift

Area #4 Police Department Clerical and Technical

Chief Steward

1. Pol. Admin & Work App. Pol. Clerks
2. Pol. Field Operations & Station Command
3. Police Investigations
4. Police I.D. (Shift 2) ad Warrant Control Unit
5. Police I.D. (Shifts 1 & 3) and Operations Support Unit
6. Police Technical (Crime Scene, Evidence, Fingerprint and Photo Technicians and Programmer)
7. C.S.O.
8. Animal Control

APPENDIX G

Non-Supervisory Chief Steward Representation Areas With Office Shop or Crew Steward Areas

Area #5 Corporation Yard

Chief Steward

1. Motor Vehicles (Corporation Yard) and Corporation Yard Clerical.
2. Paint and Signs
3. Sewer Lines (Equipment)
4. Sewer Lines (Maintenance)
5. Building Maintenance
6. Streets (Equipment)
7. Streets (Maintenance)
8. Streets (Downtown)
9. Radio Shop
10. Parking and Traffic Signal

Area #6 Engineering Payne Webber Building

Chief Steward

1. Design Engineering and Planning
2. Const. Inspec. & Sanitation Eng.
3. Traffic Engineering
4. Sewer Plants
5. Survey Engineering

Area #7 Parks and Recreation

Chief Steward

1. Parks Technical
2. Parks Maintenance
3. Recreation
4. Mira Loma Park
5. Rosewood Golf Course

As soon as the Steward decisions are concluded in a specific Representation area, notification will be forwarded to the City of Reno.

APPENDIX H

ASE Certification

ASE CERTIFICATION

Mechanics

Automotive:

- A-1 Engine Repair
- A-2 Automobile Transmission
- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/Electronic Systems
- A-7 Heating and Air Conditioning
- A-8 Engine Performance

When an employee is certified in all 8 they can earn "Master" Automobile Technician status and eligibility for incentive pay.

Medium/Heavy Truck:

- T-2 Diesel Engines
- T-3 Drive Train
- T-4 Brakes
- T-5 Suspension and Steering
- T-6 Electronic Systems
- T-7 Heating, Ventilation and A/C

When an employee is certified in T-2 through T-7 they can earn "Master" Medium/Heavy Truck Technician status and eligibility for incentive pay.

Equipment Service Worker

Automotive:

- A-1 Engine Repair
- A-4 Suspension & Steering
- A-5 Brakes
- T-4 Brakes
- T-8 Preventative Maintenance and Inspection

When an employee is certified in all they can earn eligibility for incentive pay.

APPENDIX H
(Continued)
ASE CERTIFICATION

Parts Specialists:

- P-1 Medium/Heavy Truck Dealership Parts
- P-2 Automobile Parts
- P-3 Medium/Heavy Truck aftermarket brake parts
- P-4 General Motors Parts Consultant
- P-9 Medium/Heavy Truck aftermarket suspension and steering parts

When an employee is certified in all they earn eligibility for incentive pay.

Service Writer:

- C-1 Automobile Service Consultant
- A-4 Suspension and Steering
- A-5 Brakes
- A-8 Engine Performance
- P-2 Automotive Parts

When an employee is certified in all they earn eligibility for incentive pay.

APPENDIX I

CITY OF RENO AND STATIONARY ENGINEERS LOCAL 39

LETTER OF AGREEMENT
CONTRACT YEARS 1997- 2002

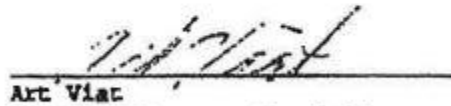
The criteria for bidding of shifts in continuous operations will emphasize seniority within that affected classification but will give management the final decision on a case-by-case basis to deviate from seniority due to operational needs.

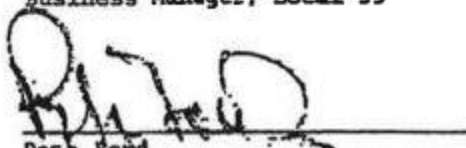
The signatures below do not indicate the parties may be locked in the above procedure if a majority of the affected employees agree to another procedure.

For the City:

For the Union:


Ralph Jaeck
Assistant City Manager


Art Viat
Business Manager, Local 39


Pete Ford
Business Representative, Local 39

APENDIX J

CITY OF RENO AND STATIONARY ENGINEERS LOCAL 39

LETTER OF AGREEMENT
CONTRACT YEARS 1997 - 2002

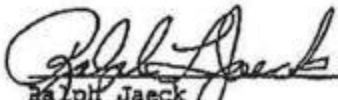
CITY OF RENO, DEPARTMENT OF POLICE, RECORDS AND IDENTIFICATION
BUREAU, LUNCH BREAK PROCEDURE FOR SWING AND GRAVEYARD SHIFTS

Commensurate with Article VIII, Section A of the current Contract covering supervisory and non-supervisory employees of the City of Reno, the agreed procedure for lunch breaks for employees in the classes of Administrative Supervisor and Police Clerk assigned to the City of Reno, Department of Police, Records and Identification Bureau working the Swing and Graveyard shifts shall be as follows:

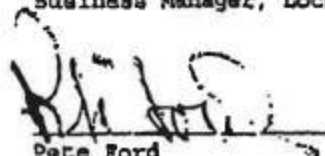
1. Employees in the classes noted above working the shifts noted above shall work an eight (8) hour work day.
2. This work day includes two (2) fifteen minute rest breaks.
3. The two (2) rest breaks provided for in the current Contract may, at the employee's request, be combined into a one-half (1/2) 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.

For the City:

For the Union:


Ralph Jaeck
Assistant City Manager


Art Viat
Business Manager, Local 39


Pete Ford
Business Representative, Local 39

