

LABOR AGREEMENT

July 1, 2015 through June 30, 2017

CITY OF RENO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

STATIONARY LOCAL # 39, AFL-CIO

NON-SUPERVISORY UNIT

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY LOCAL #39, AFL-CIO

NON-SUPERVISORY UNIT

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INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY LOCAL #39, AFL-CIO

NON-SUPERVISORY UNIT

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AGREEMENT

between

THE CITY OF RENO - NEVADA

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY LOCAL #39, AFL-CIO**

(Non-Supervisory Unit)

PREAMBLE

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

ARTICLE I. RECOGNITION AND COVERAGE

A. RECOGNITION

1. The City recognizes the Union as the sole and exclusive bargaining agent for all regular full-time, regular part-time employees and certain regular limited appointment employees as identified in Article XIX, Limited Appointments and as may be modified by the parties during the term of this agreement in the Non-Supervisory Unit.

2. The Union recognizes the City Manager or his/her designee(s) as the negotiating representative(s) for the City and shall negotiate exclusively with him/her or his/her designee(s), except as otherwise specifically provided in this Agreement.

B. COVERAGE OF EMPLOYEES

1. The Non-Supervisory Unit consists of all City employees as stated in the listing of classes set forth in Appendix A of this Agreement.

2. This Agreement applies only to employees in the above described representation unit.

3. It is understood that the composition of the above described representation unit is subject to change.

ARTICLE II. EMPLOYEE RIGHTS

A. GENERAL PROVISIONS

1. Any employee, except for those employees designated as confidential, in a classification listed in Appendix A of this Agreement has the right to the full benefits and protections of this Agreement as may be generally provided or set forth in this Agreement; except that,

2. Any employee dismissed from City employment while serving an initial probationary period shall not have the right to appeal such dismissal.

B. UNION MEMBERSHIP

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

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

C. EMPLOYEE FILES

1. The City shall keep a central personnel file for each employee. Departments and divisions may also keep formal personnel files. In addition, supervisors may keep working personnel files.

2. The City and the Union recognize that employee personnel files should be maintained on a confidential basis.

3. Access to personnel files shall ordinarily be restricted to the employee and those individuals directly responsible for the supervision and administration of the employee, or those City employees in authority with a legitimate need to know.

4. Upon appropriate request, an employee may inspect his central or formal departmental and/or divisional personnel file subject to the following:

a. Routine inspection of the file(s) may only take place within the

calendar month of the employee's hire date;

- b. Non-routine inspection of the file(s) may take place:
 - (1) When an employee has made application for a job, provided that such inspection must occur within thirty (30) calendar days of the filing of the employment application, or
 - (2) When an employee has an active, written grievance on file. The employee may have a representative present during such inspection.

5. Upon appropriate request, an employee may obtain copies of materials in the central or formal departmental and/or divisional files. The employee shall bear the cost of duplication.

6. Pre-employment information, e.g., reference checks and responses, copies of civil service testing materials, and information provided the City with the specific request that it remain confidential, shall not be subject to inspection or copying.

7. Employees shall be notified when a formal, written warning is placed in the central or formal departmental and/or divisional files.

8. The employee may present evidence in support of a request that material be removed from his central, departmental or divisional personnel file if he believes the material to be inaccurate or misleading. With respect to material contained in the formal departmental or divisional file, the decision to remove the material shall be made by the Department Head. With respect to material contained in the central personnel file, the decision to remove the material shall be made by the Labor Relations Administrator after considering the evidence presented by the employee and the recommendation of the Department Head. The provisions of this paragraph shall not be subject to the grievance/arbitration procedure.

D. DISCIPLINARY RECORDS

Upon written request from the Union on behalf of the employee to the Human Resources Department, records of disciplinary action shall be sealed in the central departmental, divisional, and supervisory personnel files, including, but not limited to any electronic files when there has been no recurrence of misconduct in accordance with the following schedule:

- a. Written reprimands shall be sealed after one (1) year from the date of issuance if there has been no recurrence.

- b. Suspensions of less than five days shall be sealed after two (2) years from the date of issuance if there has been no recurrence.
- c. Suspensions of five (5) days or more shall be sealed after five (5) years from the date of issuance if there has been no recurrence.

The schedule for sealing disciplinary records shall not apply to discipline for misconduct involving moral turpitude, or violations of sexual harassment and/or discrimination policies or laws. Sealed disciplinary records may be accessed by the City Attorney. The City will notify the Union when the record has been sealed as requested.

E. EMPLOYEE PARKING

In the event employees begin to incur expenses for parking in the future, the City and the Union agree to meet and confer to discuss the impact of said expenses.

ARTICLE III. UNION RIGHTS

A. PAYROLL DEDUCTION

1. The City agrees to deduct from the biweekly wages of each Union Member the authorized deduction for Union dues and assessments and for Union per capita payments.

- a. Such authorized deduction must be individually and voluntarily executed in writing by the employee in a format agreed upon by the City and the Union.
 - (1) Such authorized deduction can be executed at any time during the life of this Agreement to become effective on the first full pay period after five (5) days prior submission to the appropriate City agency.
 - (2) Within sixty (60) days of the signing of this Agreement, the Union shall notify the City by certified mail of the amount to be deducted for Union dues and assessments and for Union per capita payments, said deductions to become effective the first full pay period following receipt of the Union's notice. Thereafter, the Union shall provide the City notice by certified mail of the amount to be deducted during the term of the Agreement with payment to become effective by the first full pay period following receipt of the Union's notice.
 - (3) The City agrees to continue to honor all such authorized

deductions presently in effect.

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

- (1) Such cancellation can only be made during an annual fifteen (15) day period from June 15 through June 30. The employee shall make notification of such cancellation by certified letter to the Union and the City postmarked during this time period.
- (2) If the number of cancellations is in an amount sufficient to show that the Union no longer has the support of a majority of the bargaining unit, then the City may withdraw recognition from the Union and provide for a representation election, if warranted, as soon as may be reasonable.
- (3) If an organization other than the Union is certified as the new bargaining agent, then all deductions will cease and the certified bargaining agent shall assume any and all rights and obligations relative to representation.
- (4) The payment of dues deductions shall not be deemed by the Local Government Employee/Management Relations Board to show majority support if a cancellation notice has been properly filed with the City pursuant to A.1.b.(1) above.

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

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

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

3. The City agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the aforementioned bargaining unit in favor of

any other labor organization or organization representing employees for purposes of negotiation or providing for wages, hours, and working conditions, and other fringe benefits for its members.

4. The Union agrees to indemnify, defend and hold the City harmless against any and all claims or suits that may arise out of or by reason of action taken by the City in reliance upon any authorization cards submitted by the Union to the City. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.

5. The City agrees to deduct from the biweekly wages of each employee in the aforementioned bargaining unit the authorized deduction of such funds as he/she may specify for the City of Reno Credit Union, U.S. Savings Bonds, United Way, Operating Engineers Local #3 Credit Union, the authorized Health Plan or such other purposes as the City may hereafter approve.

B. UNION COMMUNICATIONS

1. The Union may use City conference rooms and similar building facilities for meetings with employees in the unit it represents; may post material on bulletin boards provided to serve employees in the unit it represents; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or as otherwise provided for in this Agreement.

- a. Use of City meeting facilities requires reasonable advance notice to the appropriate City official and is subject to prior scheduling.
- b. The Union shall be entitled to reasonable use of bulletin boards at work locations where they are established or where they may be located as agreed upon by the Union and the appropriate department head. The Chief Steward of the area or the Union Business Representative shall have the responsibility to update and maintain the bulletin boards.
- c. Duly authorized representatives of the Union shall be permitted to enter offices to transact business within the scope of representation and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that Union representatives shall, upon arrival at the facility, notify the person in charge of the areas he wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

2. The Union may include notices with the payroll checks only when approved

by the City Manager or his/her designee.

C. UNION REPRESENTATION AND RELEASE TIME

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

- a. The Union may designate seven (7) Chief Stewards from the Non-Supervisory Unit to be assigned as determined by the Union as specified in Appendix B.
- b. The Union shall furnish the City in writing with the names of all Representatives and Stewards immediately after their designation.

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.

ARTICLE IV. MANAGEMENT RIGHTS

A. GENERAL PROVISIONS

1. All rights, functions and responsibilities of the City not specifically modified by this Agreement shall remain the vested functions of the City.

2. This Agreement is not intended to restrict discussion with the Union regarding matters within the scope of the City's Management Rights.

B. SPECIFIC PROVISIONS

1. The City is entitled to the sole right and authority to operate and direct the affairs of the City in all its various aspects. Those rights include but are not limited to the following:

- a. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- b. The right to reduce in force or lay off any employee because of the lack of work or lack of funds. In exercising this right, the local government employer shall comply with all other applicable provisions of the Nevada Revised Statutes, if any.
- c. The right to determine:
 - (1) appropriate staffing levels and work performance standards except for safety considerations.

- (2) the content of the workday, including without limitation work load factors, except for safety considerations.
- (3) the quality and quantity of services to be offered to the public; and
- (4) the means and methods of offering those services.
- (5) the safety of the public.

d. The right to maintain the efficiency of its governmental operations.

2. Notwithstanding the provisions of this Agreement, the City has the right to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder.

ARTICLE V. GENERAL PROVISIONS

A. STRIKES AND LOCKOUTS

1. No lockout of employees shall be instituted by the City during the term of this Agreement.

2. The Union agrees that during the term of this Agreement neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the City.

3. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

B. DISCRIMINATION

1. The City will not unlawfully interfere with or discriminate in any way against any employee by reason of his/her membership in the Union or participation in any activity approved by this Agreement, nor will the City unlawfully discourage membership in the Union or encourage membership in any other employee organization.

2. The Union, in turn, recognizes its responsibility as exclusive bargaining agent and agrees to represent all employees without discrimination, interference, restraint, or coercion.

3. The provisions of this Agreement shall be applied equally to all employees, without discrimination as to physical or mental disability, age, sex, marital status, religion, race, color, creed, sexual orientation, national origin, or political or Union membership.

4. The City and the Union shall share equally the responsibility for applying this provision of the Agreement. Allegations of Union membership discrimination are subject to the grievance procedure; all other allegations of discrimination shall be excluded from the grievance procedure and shall be heard by the appropriate City department and/or the appropriate State and/or Federal agency.

C. SAVINGS CLAUSE

1. In the event that any provision of this Agreement is or shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall only invalidate that provision of the Agreement.

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

D. POLYGRAPH TESTING

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

ARTICLE VI. GRIEVANCE PROCEDURE

A. PURPOSE

1. This grievance and complaint procedure shall be used to process and resolve grievances and complaints arising under this Agreement.

2. The purposes of this procedure are:

a. To resolve grievances and complaints at the lowest possible level;

b. To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

B. DEFINITIONS

1. A "grievance" is a dispute by one or a group of employees, or a dispute

between the Union and the City involving the interpretation, application, or enforcement of the express terms of this Agreement.

2. As used in this procedure the term "party and/or grievant" means an employee, the Union or the City.

3. For the purpose of the Article, a business day is defined as Monday through Friday exclusive of holidays.

C. TIME LIMITS

1. Each party involved in a grievance or complaint shall act quickly so that the grievance/complaint may be resolved promptly.

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

D. REPRESENTATION

The grievant may be represented at any of the specified steps of this grievance procedure by the Union Representative.

E. APPLICATION

1. Grievances as defined above in Section B shall be processed through this procedure.

2. Complaints that are outside the definition of a grievance may be processed through Step 2 of this Article, but not subject to arbitration.

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

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

F. RESPONSE

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

G. GRIEVANCE PROCEDURE

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

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

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

H. ARBITRATION

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

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

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

4. Costs and expenses of arbitration shall be borne equally by the parties; however, each party will pay their own expenses in preparation for any arbitration hearing.

5. All hearing(s) held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearing(s).

I. DECISION

1. The decision of the arbitrator shall be final and binding.

2. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its provisions.

J. WITNESSES

1. Prior to the arbitration hearing, the Union shall furnish the City with a list of witnesses it desires to call who would be working otherwise.

2. The parties will be reasonable in the scheduling of time off to accommodate both the operations of the City and the grievant's fair hearing.

3. The City will assume no overtime liability as a result of a grievant's or witness's testimony.

K. CITY INITIATED GRIEVANCE

1. In the event that the City initiates a grievance against the Union, it will be forwarded in writing by the appointing authority or designee to the Union.

2. Within ten (10) business days from the receipt of the grievance the Union will meet with the City in an attempt to resolve the grievance.

3. Should the parties not be able to resolve the grievance at this meeting, the Union will have ten (10) business days from the day of the meeting to respond in writing.

4. Should no satisfactory agreement be reached, the City may proceed with arbitration as set forth in Section H above.

ARTICLE VII. DISCIPLINE/DISCHARGE

A. PURPOSE

1. All discipline shall be for just cause. Further, it is the purpose of this Article to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline.

2. The Supervisor, Manager and/or Department Head will evaluate each incident on its own merit and determine the appropriateness of disciplinary action following City policy on corrective action/progressive discipline. Disciplinary action will be initiated at the level most appropriate based on evaluation of the merits and the severity of the incident.

B. DEFINITIONS

1. "Just cause" for any discipline as defined in this Article is subject to appeal and review under Article VI, Grievance Procedure, except as provided in Section D below.

2. The term "discipline" as used in this Article shall include discharge, demotion, suspension and written reprimands.

C. GENERAL PROVISIONS

1. An employee who reasonably believes that an interview or discussion will result in disciplinary action against him/her shall have the right to request that a Chief Steward or Union Representative be present during the interview or discussion. In instances where the employee has requested representation pursuant to the above, the employee shall be afforded fair opportunity to arrange for such representation.

2. The City and the Union agree that employee evaluations should not be used in lieu of disciplinary measures.

3. If the City decides to use a tape recording device, the City shall use two (2) tape recording devices and provide one (1) tape to the employee.

D. WRITTEN REPRIMANDS

1. A written letter of reprimand shall only be subject to review through the City Manager or his designee and not subject to arbitration.

2. Upon completion of the review, the City Manager or his designee may withdraw, modify or affirm the written reprimand.

3. Within thirty (30) calendar days of the final disposition by the City Manager or his designee, the affected employee may submit a written statement responding to the reprimand and such statement shall be included in the official personnel file.

4. Such written responses shall remain in the official personnel file for as long as the reprimand remains in the file.

5. Within thirty (30) calendar days of the receipt of a written reprimand, an employee who is not appealing to the City Manager may submit a written statement responding to the reprimand and such statement shall be included in the official personnel file.

E. EMPLOYEE OPTION

1. Each regular employee who is covered by Civil Service regulations and who has been disciplined shall, except for written reprimands, have the option of pursuing the grievance-arbitration procedures set out in Article VI of this Agreement or Civil Service remedies where applicable.

- a. Any employee choosing to pursue the remedy under Civil Service waives his/her right to pursue the remedy under Article VI and such remedy shall no longer be available to that employee.
- b. An employee pursuing an appeal under Article VI waives his/her right to pursue Civil Service remedies. An employee who appeals under Article VI shall begin at Step 1 within ten (10) work days following the notification of discipline.

F. PRE-DISCIPLINARY HEARING

1. Any employee being suspended four (4) or more days, demoted, or discharged shall have the opportunity to respond to the specific charges and present evidence on his/her behalf in a pre-disciplinary hearing before the Department Head or his/her designee prior to implementation of the disciplinary action.

2. The employee shall have the right to be represented at this hearing by a Union Representative.

3. The City will follow legal requirements including *Skelly* and *Weingarten* for any applicable disciplinary actions or hearings.

ARTICLE VIII. HOURS OF WORK AND OVERTIME

A. HOURS OF WORK

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

2. A work day is defined as one, eight (8) hour period commencing at the employee's reporting time and ending at the completion of their shift, inclusive of two (2) rest periods but exclusive of meal periods. For every extension of four hours, employees will receive an additional rest period.

- a. Such rest periods shall not be scheduled within one (1) hour of the employee's starting time, quitting time or meal breaks unless otherwise agreed to by the City and the Union.

Employees may combine one rest period with the meal break if approved by the Department head or designee.

- b. All employees normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the work shift.
- c. Public Safety dispatchers, and Community Service Officers shall receive a thirty (30) minute paid lunch.

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

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

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

6. Notwithstanding "1" above, employees of a specific section, unit, division or department may work a modified work week, subject to approval by the City and the Union.

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

8. Alternate work schedules may be agreed to by the Union and the City, subject to approval by the Department Head and the City Manager.

B. OVERTIME AND COMPENSATORY TIME:

1. The City Manager or a department head may require an employee to work overtime.

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

3. Employees required to work in excess of forty (40) hours per week shall be

compensated for such overtime with pay at one and one-half (1½) times the employee's regular hourly rate for each quarter (1/4) hour or major portion thereof, or, at the request of the employee and approval of the department head, by compensatory time off on the basis of one and one-half (1½) hours off for each hour of overtime worked for each quarter (1/4) hour or major portion thereof.

- a. If the department is unable to schedule and grant time off within six (6) months from the date the overtime was performed, cash payment shall be made in lieu of compensatory time.
 - b. Management will not be unreasonable in the scheduling of compensatory time and will consider the employee's request and the operating demands.
 - c. No employee shall be permitted to accumulate over one hundred twenty (120) hours of compensatory time.
4. Absence with pay shall be counted as time worked.
5. Part-time employees shall be compensated for overtime at their regular hourly rate for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of forty (40) hours per week, they shall be compensated as provided in "3" above.
6. Employees who work overtime shall promptly and accurately report such time in the manner prescribed by the City.
7. The City agrees to make a reasonable effort to distribute overtime among employees in the same work unit insofar as circumstances permit. For the Public Works Corp. Yard, the City shall, on a quarterly basis, provide and post a quarterly record of all overtime hours offered and all overtime hours worked by bargaining unit personnel, for all employees to be available to review. For the purpose of this record, all overtime hours offered but not worked shall count as hour(s) offered but refused.
8. The City agrees to make a reasonable effort in assigning overtime work to employees on a voluntary basis if practical.
9. All overtime work will be assigned at the beginning of the workday whenever reasonable and practical.
10. Employees required to work on a holiday shall receive, in addition to straight time pay for the holiday, overtime compensation pay at one and one-half (1½) times the employee's regular hourly rate for each quarter (1/4) hour or major portion thereof.

11. Employees who receive telephone calls from their supervisor, management, law enforcement, other government agencies or coworkers with the supervisor's permission, to conduct City business outside of their normal working hours who are not on standby, shall receive a minimum of one hour's pay at the appropriate overtime rate for the duration of the call, whichever is greater. Telephone calls received within the same compensated one hour minimum are not entitled to additional compensation. In order to qualify for the telephone call compensation, the employee must notify their supervisor or department head of the following information within a reasonable period of time:

- The date and time the call was received
- The time the call was ended
- The name and/or entity that placed the call
- The subject of the call

C. STANDBY AND CALL BACK ASSIGNMENTS

1. Any employee who is required to remain on standby shall be compensated for each hour the employee is in standby status at the rate of one-fifth (1/5th) hour pay at the employee's regular hourly rate.

2. An employee assigned to standby shall not be required to remain at home but shall be issued and will carry a pager or, in the event the carrying of a pager is impractical or unavailable, the employee shall be responsible for keeping his/her department informed where he/she may be reached by telephone during said standby time. When assigned to standby, the employee shall remain in such proximity to work that he/she may reasonably report for duty within forty five (45) minutes of notification.

3. An employee who is called to work shall be compensated for all hours worked at the appropriate rate of pay, with a minimum guarantee of two (2) hours unless the call back merges with the employee's regular shift.

4. Any employee called in to work shall be paid travel time to and from the employee's "called in to work" assignment and the location from which the employee responds. It is understood that if the employee's work performed abuts his/her regular work shift or previously scheduled overtime, travel time will not be paid.

5. All pay earned shall be added to the payroll for the period during which the work was performed.

ARTICLE IX. SALARIES

A. SALARY PAYMENT

1. Effective the first full pay period in July 2015, all employees at Step 0 will be moved to Step 1.

2. Effective the first full pay period in July 2015, employees will receive a wage increase of 2%.
3. Effective the first full pay period that includes July 1, 2016, employee will receive a wage increase of 2%
 - 3.. All employees shall be paid on each biweekly Friday.
4. Those employees whose normal work schedule does not include Fridays may pick up their paychecks on the preceding Thursday after 2:00 p.m.

B. SALARY ADMINISTRATION

1. Administration, Confirmation and Probationary Period

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

5. Performance Step Increase

- a. An employee who successfully completes twelve (12) full months of satisfactory service, excluding overtime, after initial appointment or promotion to a position, shall be eligible for an increase and yearly thereafter, if appropriate, based upon the completion of successive twelve (12) month periods, excluding overtime with the exception of 6. below.
- b. To be eligible for a performance step increase, the employee must meet a satisfactory level of performance and competence since the last year's evaluation.
- c. If the advancement is delayed due to any performance or

competence considerations, the effective anniversary date will also be delayed. However, if the delay was due to clerical or administrative delay or mistake, the proper adjustment shall be made retroactive to the date it was due.

- d. In the event that an employee is denied a performance step increase, the employee and the Union will be informed in writing of the specific reasons for such denial and may within ten (10) working days of such notification request in writing a review before his/her department head or designee to discuss the reason for the denial.
 - (1) The review shall be attended by the employee, the employee's Union Representative, the supervisor, and the department head or his/her designee.
 - (2) The decision of the department head or his/her designee may be appealed to the City Manager or his/her designee for a final decision.
- e. If the performance step increase has not been paid, and there is no denial of the performance step increase in accordance with subparagraph d, above, at anytime after two (2) full pay periods following the employee's anniversary date, the Union may notify the Department of Human Resources in writing, with a copy to the Department Head, and request award of the performance step increase. Following notification from the Union, the Department Head shall notify the Department of Human Resources, within one (1) full pay period, if the employee's job performance is the basis for the non-award. If there is no response within the specified time period, or if the response indicates the delay is due to administrative oversight, the Human Resources Department shall initiate the applicable performance step increase.
- f. Management will not be arbitrary or capricious in the denial of a performance step increase.
- g. A standard performance step increase shall be one step above the employee's present step in the assigned pay grade as provided in Appendices D-1 through D-10.
- h. For exceptional performance, the City Manager may approve a two (2) step increase.
- i. The decision to grant or deny a step increase is not subject to the

grievance procedure.

6. Public Safety Dispatchers

Effective July 1, 2015, the classification of Public Safety Dispatch Trainee - G22, shall be the entry level for initial hire. After successful completion of a six (6) month training and probationary period, the employee will automatically move to Public Safety Dispatcher G23- Step 1, and will serve a new twelve (12) month probationary period.

C. REQUEST FOR JOB RECLASSIFICATION

1. Between November 1 and December 31, a department or an employee may submit a written request for a job reclassification with a copy to the Human Resources (HR) Department and a copy to his department head.

2. Between January 1 and February 1, the HR department will schedule a classification advisory committee to review the reclassification appeals and submit recommendations to the City Manager for inclusion in the budget for the next fiscal year.

3. The City Manager shall make the final decision.

4. There is no appeal of the City Manager's final decision.

D. LONGEVITY PAY

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

E. DEFERRED COMPENSATION

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

F. SHIFT DIFFERENTIAL

1. Employees required to work between the hours of 6:00 p.m. and 6:00 a.m. as part of their regularly scheduled shift to include a temporary regularly scheduled shift (for example a temporary change in scheduled shift for snow removal) shall be compensated

at the rate of one dollar and fifty cents (\$1.50) per hour for each scheduled hour actually worked during the period in addition to all other compensation.

2. 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 1. above.

3 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 flat \$1.50 per hour shift differential.

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 the employee's regular shift.

2. Salary When Working In A Higher Classification

- a. Any assignment to a classification higher than an employee's regular classification shall not exceed a six (6) month period unless mutually agreed by the Union and the City.
 - (1) To qualify under this section, the assignment must be in writing by the department head or his/her designee after he/she determines the assignment is necessary and appropriate. Incidental assignments or duties are not intended to qualify for

compensation.

- (2) The employee shall be paid five percent (5%) above his or her present rate of pay, or the entry level, whichever is greater.

H. LICENSES AND FEES

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

- a. The employee shall be released from work with pay as necessary for acquisition or renewal.
- b. At the sole discretion of the City, an employee may be required to obtain any physical examination from a physician designated by the City.

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

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

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

- b. Those receiving the license premium pay have the responsibility for keeping current the Commercial Driver's License and Medical Card and the City shall pay fees as specified in section 1. above.
- c. Eligibility for such positions shall be based upon the following criteria:
 - (1) Priority will be given to employees currently holding a valid Commercial Driver's License.

- (2) If there are more employees holding a license than positions available which require the license, assignment to such positions shall be based upon relative seniority within the class.
- (3) If there are insufficient employees available for assignment who currently hold a Commercial Driver's License, then eligibility for obtaining a license shall be based upon relative seniority within the class.

I. BENEFIT ELIGIBILITY

1. Definition of Continuous Service

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

2. Continuous Service

- a. A continuous service date shall be computed for each employee and will be part of the service record.
- b. This date will be adjusted based on continuous service and will be used to calculate increased entitlement to annual leave, sick leave, and longevity pay where applicable, based upon successive two thousand eighty (2080) hour work periods, excluding overtime.

3. Implementation

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

4. Regular Part-Time Employees

- a. Any employee filling a regular part-time position of at least twenty (20) hours per week will receive a pro-rata accumulation of all applicable pay, benefits, and accruals provided to regular full-time employees.
- b. Such pro-rata contributions shall be based on the employee's regularly scheduled shift.
- c. Should an employee's actual work hours exceed their regularly scheduled shift for two (2) consecutive pay periods, the pro-rata contributions shall be retroactively adjusted to the increase in hours.
- d. If an employee is absent from work, he/she will have charged to the appropriate leave the pro-rated hours (For example, an employee working twenty (20) hours per week who is sick one day will be charged four (4) hours sick leave).

J. BILINGUAL PAY

1. The City may designate, on a city-wide basis, certain positions to provide bilingual services.

2. Effective the first full pay period following July 1, 2002, any employee assigned to one of these designated positions shall receive compensation in the amount of forty dollars (\$40.00) per pay period for Level I and sixty dollars (\$60.00) per pay period for Level II for the period so assigned. Any employee designated and receiving fifty dollars (\$50.00) per pay period for Level I prior to July 1, 2002, shall continue to receive said amount until that assignment ends and will not apply to subsequent assignments.

- a. To be eligible for reimbursement, the assignment must be approved by the City Manager and the employee must qualify through the City Manager approved testing procedures.

K. CONFINED SPACE INCENTIVE PAY

Effective the first full pay period following July 1, 2006, an employee assigned by the Department Head or designee to be on the Confined Space Team shall receive an additional fifty dollars (\$50) per biweekly pay period when so assigned. To be eligible for the incentive pay, the employee must be fully trained in confined space entry and rescue.

L. FLEET SERVICES INCENTIVE PAY

1. Effective July 1, 2008, a mechanic who is assigned to fleet maintenance and has obtained the Automotive Service Excellence (ASE) certifications for Master Automobile Technician status shall receive twenty five dollars (\$25.00) per biweekly pay period.

2. Effective July 1, 2008, a mechanic who is assigned to fleet maintenance and has obtained the ASE certification for Master Truck Technician status shall receive twenty five dollars (\$25.00) per biweekly pay period.

3. Effective July 1, 2008, an equipment service worker who has obtained the required ASE certifications shall receive twenty five dollars (\$25.00) per biweekly pay period.

4. Effective July 1, 2008, a parts specialist who has obtained the required ASE certifications shall receive twenty five dollars (\$25.00) per biweekly pay period.

5. Effective July 1, 2008, a service writer who has obtained the required ASE certifications shall receive twenty five dollars (\$25.00) per biweekly pay period.

6. To be eligible for the incentive pay in 1 through 5 above the employee must provide proof of the applicable required certifications as listed in Appendix H. Incentive pay shall begin the first full pay period following the date of receipt by central payroll. Certifications must be maintained in order for incentive pay to continue.

7. A mechanic qualified under 1. and 2. above shall receive fifty dollars (\$50.00) per biweekly pay period. No other incentive pay under this section can be combined.

M. INSPECTOR SERIES INCENTIVE PAY

1. All inspector series job class employees shall have the opportunity and responsibility to participate in career development certification and instruction/educational programs as are reflected in Appendix E.

2. All inspector job class employees shall be upgraded additional pay grades in accordance with Appendix E, i.e. acquisition of two (2) primary certifications shall qualify the employee for a one (1) pay grade upgrade; acquisition of four (4) secondary certifications shall qualify the employee for a one (1) pay grade upgrade; acquisition of two (2) secondary certifications shall qualify the employee for a one-half (1/2) pay grade upgrade and two (2) supplemental certifications shall be deemed the equivalent of one (1) secondary certification.

3. Effective July 1, 2006, the position of Sign Inspector has been added to the certification chart in Appendix E.

4. To be eligible for incentive pay under this section, a qualified employee must provide a copy of the required certification and such pay shall begin the first full pay period

following the date the certification is received by central payroll. Certifications must be maintained in order for incentive pay to continue.

5. No employee shall receive more than ten percent (10%) of his base pay under this section.

N. ENVIRONMENTAL CONTROL OFFICER INCENTIVE PAY

1. Environmental Control officer incentive pay shall be as specified in Appendix F. All of the certifications and the degree listed under each 5.0% incentive category must be obtained to qualify for the incentive pay.

2. To be eligible for incentive pay under this section, a qualified employee must provide a copy of the required certifications and degree and such pay shall begin the first full pay period following the date the certification is received by central payroll. Certifications must be maintained in order for incentive pay to continue.

3. No employee shall receive more than ten percent (10%) of his base pay under this section.

O. PARK MAINTENANCE INCENTIVE PAY

1. Effective July 1, 2008, a Park Maintenance Worker I, Park Maintenance Worker II, or an Irrigation Systems Technician who has obtained the Landscape Technician certification (CLT) from the Nevada Landscape Association, shall receive twenty five dollars (\$25.00) per biweekly pay period.

2. Effective July 1, 2008, a Park Maintenance Worker I, Park Maintenance II, or Irrigation Systems Technician who obtains the forty five (45) credit Landscape Management certification from Truckee Meadows Community College (TMCC) shall receive fifty dollars (\$50.00) per biweekly pay period.

3. To be eligible for incentive pay under this section, a qualified employee must provide a copy of the required certification and such pay shall begin the first full pay period following the date the certification is received by central payroll.

4. No employee shall receive more than one of the incentive pays in this section.

ARTICLE X. ALLOWANCES AND REIMBURSEMENT

A. UNIFORM ALLOWANCE

1. The City shall make the decision as to whether or not to provide uniforms

before the start of the fiscal year. The applicable City departments shall provide written notice to the Union of this decision before July 1st each year. Should the City decide to provide uniforms, an equal number shall be provided to all affected employees. Any employee who is required by virtue of the duty of employment, or by request of his/her department head, to wear a uniform designated by the City, and which is not furnished by the City, shall be paid a uniform allowance in addition to other compensation.

2. The uniform allowance shall be seven hundred dollars (\$700.00) per fiscal year with the exception that Community Service Officers shall receive nine hundred dollars (\$900.00) per fiscal year. Effective July 1, 2006, Parking Meter Technicians and Parking Compliance Technicians shall receive nine hundred dollars (\$900.00) per fiscal year.

3. The allowance shall be paid in two semi-annual installments equal to one-half of the annual allowance with the final payroll during the month of December and the month of June each fiscal year.

4. In lieu of the uniform allowance provided for in this section, the City may elect to furnish either directly or through contract facilities the required uniform or required replacement uniform items. If the City provides uniforms, the number provided will be equal to the number of days in the employee's regular shift plus one.

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

B. TOOLS

1. An employee who is required by the City to supply his own tools and whose position is classified as Equipment Mechanic and funded under Motor Vehicle Fund shall be paid a tool allowance of seven hundred dollars (\$700.00) per fiscal year. An employee who is required by the City to supply his own tools and is classified as Equipment Service Worker shall be paid a tool allowance of five hundred dollars (\$500.00) per fiscal year.

2. The allowance shall be paid in two semi-annual installments equal to one-half of the annual allowance with the final payroll during the month of December and the month of June each fiscal year.

ARTICLE XI. HOLIDAYS

A. OBSERVANCE

Every employee shall be entitled to a day off from work with pay on the following holidays during each year:

- a. New Year's Day (January 1)
- b. Martin Luther King's Birthday (Third Monday in January)
- c. Washington's Birthday (Third Monday in February)
- d. Memorial Day (Last Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (First Monday in September)
- g. Nevada Day (Last Friday in October)
- h. Veteran's Day (November 11)
- i. Thanksgiving Day (Fourth Thursday in November)
- j. Day after Thanksgiving (Friday)
- k. Christmas Day (December 25)
- l. And upon any other day that may be declared by the Mayor, the

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

- m. A floating holiday to be taken during the fiscal year.

B. HOLIDAY ELIGIBILITY

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

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

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

4. Employee's holiday time off shall be equivalent to their required shift schedule for one day.

C. HOLIDAY WORKED PAY

1. Should any employee be required by order of his/her department head to work on any of the above named holidays, if eligible for holiday pay, in addition to this holiday pay, paid at the regular hourly rate, he/she shall receive holiday worked pay at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or

major fraction worked, up to a maximum number of hours equal to the number of hours he/she is regularly scheduled for a normal workday, to include alternative work schedules such as the 4/10 or 5/9.

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

D. HOLIDAY BONUS LEAVE

1. An employee may choose to receive holiday bonus leave in lieu of holiday worked pay for any holiday worked.

2. The holiday bonus leave will be accumulated at one and one-half (1-1/2) times the number of hours worked for each hour or major fraction worked, to include alternative work schedules such as the 4/10 or 5/9 schedules.

3. Holiday bonus leave must be used within one (1) year of the date earned.

ARTICLE XII. LEAVES

A. VACATION

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

<u>Years of Continuous Service</u>	<u>Hours of Vacation Earned Per Bi-weekly Pay Period</u>
Less than 5 years	4
5 years, but less than 10 years	5
10 years, but less than 15 years	6
15 years or more	8

2. Vacation credits may be maintained in the employee's vacation balance up to a maximum number of hours equal to that number which can be earned in a one (1) year period plus twenty (20) days as follows:

<u>Years of Service</u>	<u>Maximum Number of Hours Which Can be Banked</u>
Less than 5 years	264hours
5 years, but less than 10 years	290 hours
10 years, but less than 15 years	316 hours
15 years or more	368 hours

3. Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of his/her regularly scheduled biweekly hours.

- a. Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken.
- b. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited.
- c. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted as vacation days.
- d. Sick leave will not be granted in lieu of vacation time.

4. When vacations may be taken shall be determined in advance by the department head after considering the needs of the service and the wishes and seniority of the employees. The City agrees to meet and confer prior to establishing time periods which restrict more than 10% of a department's employees from utilizing leave.

5. Regular employees who leave the employment of the City for any reason shall be compensated for earned vacation benefits accrued at the time of such departure from the City's employment.

6. Upon request, an employee may, during the window period November 1, through November 30, 2006, and annually during the same time period within subsequent calendar years, cash out up to forty (40) hours in increments of twenty (20) hours. To be eligible, an employee must file a written request with the Department Head.

B. LEAVE OF ABSENCE

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

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

C. SICK LEAVE

1. All regular full-time employees shall be entitled to earn and accumulate sick leave without limitation at the following rates:

Regularly Scheduled
Hours Per Week

Sick Leave Earned
Per Bi-Weekly Pay Period

40 hours

4.0 hours

2. Sick leave credits shall accrue for each pay period the employee is in full pay status a major portion of his/her regularly scheduled biweekly hours.

3. Sick leave shall be an absence from work by reason of illness, injury or death under the following circumstances:

a. Sick leave may be granted only as the result of:

(1) Illness or injury of the employee;

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

(3) Death of any relative defined above.

b. In the event of a death in the immediate family as defined in C.3.a.(2) above, an employee shall be granted up to three (3) days Bereavement Leave with pay and such days shall not be deducted from the employee's sick leave.

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

4. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken.

a. Holidays occurring during sick leave periods shall not be counted as sick leave.

b. Sick leave taken during a biweekly pay period shall be charged before sick leave earned during that pay period is credited.

5. If an employee does not have adequate accrued sick leave time, the employee may request the use of accrued vacation in lieu thereof and such request shall not be unreasonably denied.

6. An employee requiring sick leave must provide his/her Department Head with evidence of such need.

- a. Thereupon, the Department Head shall guarantee his personal knowledge of the need by certifying to the payroll clerk the granting of sick leave.
- b. To insure such knowledge, he/she may reasonably require the employee to provide a written doctor's statement in accordance with the guidelines in number 7. below, before sick leave may be granted, provided the department has notified the employee in advance of such a requirement. As used in this section, "in advance" means 1) standing notification that all future requests for sick leave shall require a doctor's statement certifying the need; 2) notification concurrent with the employee's request for sick leave; or 3) notification following the employee's request for sick leave but prior to the employee's return to duty provided the employee is still in a sick leave status.
- c. Additional documentation may be required of the employee depending on the seriousness of the condition.
- d. Such documentation will include a statement from a licensed physician certifying:
 - (1) That the employee suffers from an illness, injury or condition which prevents him/her from performing his/her assigned duty; the statement should not include the actual diagnosis.
 - (2) The period of time necessary for treatment of and recovery from such illness, injury or condition;
 - (3) The date the employee is expected to be released to return to work; and
 - (4) Any work limitation(s) which apply upon the employee's return to duty, including length of time such limitation(s) may apply.

7. An employee utilizing sick leave may be required to provide their Department Head with documented evidence from their physician of such need under the following criteria:

- a. After three (3) consecutive days use of sick leave.
- b. Any use in excess of one hundred four (104) hours in any twelve (12)

month period. Such usage shall be reviewed to determine if the excessive usage is justified.

- c. An unjustified use of sick leave following a reasonable denial of other personal leave banks; i.e., submitting a request for vacation time with minimum notice, then being denied, then calling in sick for the requested time off.
- d. An established pattern (three or more times in a six month period) of using sick leave in conjunction with regular scheduled days off or in conjunction with other personal leave.
- 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 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 after June 26, 1972, shall not accrue more than six hundred (600) hours.
- b. Employees as of June 16, 1972, having less than six hundred (600) hours accrued sick leave may accrue up to six hundred (600) hours.
- c. Employees as of June 26, 1972, having more than six hundred (600) hours accrued shall establish that accrued amount as their maximum. If sick leave is used, this employee may accrue back up to the maximum as of June 26, 1972.
- d. 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 9. below (or 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 8. or Section 9. below (or 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 450 to 750 hours shall be compensated for forty percent (40%) of those accumulated hours between 1 to 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. Effective July 1, 2006, an employee having 751 to 1300 hours shall be compensated for sixty percent (60%) of the total accumulated hours from one (1) hour up to the maximum of 1300 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) or for the illness of a relative covered by the sick leave use policy.

10. In the event of on-the-job death of an employee all accumulated sick leave shall be paid to the employee's estate at one hundred percent (100%) of the employee's last base hourly rate.

D. SICK LEAVE FOR MATERNITY

Sick leave for maternity will be administered as required by law and will comply with Family Medical Leave Act (FMLA) regulations.

E. BONUS LEAVE

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

2. Reserve bonus sick leave banks may be used only after regular sick leave is exhausted.

3. Upon termination, except for cause, an employee shall be compensated for accrued reserve bonus sick leave at the rate of one (1) hour's pay for every four (4) hours of reserve bonus sick leave accrued, up to a maximum of one hundred fifty (150) hours.

4. Effective July 1, 2002, it is the intent of the parties to phase out bonus sick

leave in exchange for the sick leave buyout program in Section C. of this Article.

5. Employees hired on or after July 1, 2002, shall not be eligible for bonus sick leave benefits.

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

- a. The first option is to continue under the bonus sick program as it currently exists. Any employee electing the option of continuing under the sick leave bonus program shall notify his/her payroll clerk no later than October 4, 2002. Employees electing this option shall not be eligible for sick leave buyout under Section C.
- b. The second option is the sick leave buyout in Section C. of this Article. For any employee electing the option of the sick leave buyout program, his/her banked bonus sick hours shall be converted to regular sick leave at the rate of two (2) hours of bonus sick converted to one (1) hour of regular sick.
- c. Upon the signing of the FY 2006/2011 agreement, employees hired prior to July 1, 2002 shall have an additional opportunity to choose option b. in this section. An employee electing option b. shall notify his/her payroll clerk no later than October 12, 2006.

7. In no case will any employee be eligible for both bonus sick leave benefits in this Section E. and sick leave buyout in Section C. of this Article.

F. JURY DUTY AND WITNESS APPEARANCES

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

- a. Any employee appearing on jury duty during scheduled days off shall retain any witness fees but will not receive regular salary.
- b. Any employee appearing for jury service shall have the jury service time counted as time worked on that work day.
- c. Employees receiving summons for jury service shall immediately notify their department head to make the necessary scheduling changes.

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

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

- a. If called as a witness during duty hours for any proceeding which arises out of the employee's work duties performed on behalf of the City of Reno, the employee shall receive his/her regular salary for all hours involved in responding to and being available for the witness service, and for all time spent in actual testimony.
- b. If called as a witness during duty hours for any criminal proceeding or for any civil proceeding wherein the employee is testifying on behalf of the City of Reno, the employee shall receive his/her regular salary for all hours involved in responding to and being available for the witness service, and for all time spent in actual testimony.
- c. If called as a witness in any other civil proceeding, the employee may utilize paid or unpaid leave subject to the terms of this Agreement, or under other City or departmental policy.
- d. Any employee who is assigned "court standby", not during duty hours, who may be called to respond to court in order to testify shall receive one (1) hour stand-by pay each for either A.M. or P.M. hours, or two (2) hours for the entire day if the subpoena or standby is for both A.M. and P.M. Upon arriving on duty when called up from stand-by on their day off for court, an employee will be compensated in accordance with the overtime section of this Agreement.

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

G. MILITARY LEAVE

1. Any employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve or the National Guard

must be relieved from the employee's duties, upon the employee's request, to serve under orders without loss of the employee's regular compensation for a period of not more than 15 working days in any one calendar year. No such absence may be a part of the employee's annual vacation provided for by law.

2. An employee is not entitled to receive military leave compensation under this Article if the employee voluntarily makes the decision to go on active military duty. In that event, the employee shall be considered on leave of absence without pay for the period of the service. Voluntary active military duty shall nullify all benefits as contained in this article absent any obligation imposed by Nevada or Federal law to the contrary.

3. In addition to the foregoing benefit, military leave shall be handled in accordance with the requirements of federal law.

H. ON-THE-JOB DISABILITY LEAVE

1. Whenever an employee receives injury or illness while on duty with the City, which is determined by the Workers' Compensation provider to be compensable, and the condition prevents the employee from performing his/her normal full-time duties, the City shall pay full salary to the employee for a period of up to but not exceeding thirty (30) calendar days from the date of absence from work. For qualifying conditions occurring on or after June 1, 1988, the City shall pay full salary to the employee for a period of up to 320 cumulative work hours not to exceed a period of twelve (12) consecutive months from date of injury.

- a. During this period, the employee shall not forfeit any accrued sick leave.
- b. Upon expiration of the applicable period provided for in paragraph H.1. after the compensable injury, if the employee is still unable to work, he/she may elect to utilize accrued sick leave, during which period the employee shall receive full compensation from the City, and his/her sick leave shall be charged at the rate of one (1) hour of sick leave for every two (2) hours of sick leave taken for the difference in hours between Workers' Compensation pay and his/her salary.
- c. Holidays occurring during an industrial leave will not be counted as part of the applicable period provided in paragraph 1 above.
- d. To be entitled to the benefits of this article, the employee shall return to the Reno City Clerk all Workers' Compensation payments covering the applicable period(s) provided in paragraph 1 above.

2. When accrued sick leave has expired, if the employee is still unable to work,

except for total accumulated vacation time pay, the employee shall receive no additional compensation from the City.

3. When receiving Workers' Compensation benefits, an employee shall not accrue sick leave and vacation.

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

a. When the City Council determines that special circumstances warrant the action, the above requirements of continual confinement to a duly licensed hospital may be waived by action of the City Council.

b. During this period, the employee will not forfeit sick leave or vacation benefits, but will refund all Workers' Compensation payments to the City.

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

a. The City may send, at the City's expense, an injured worker to its physician to ascertain whether or not light duty work is physically harmful to the employee.

6. The employee has the right to seek, at the employee's expense, a second opinion if the employee disagrees with the findings of the City's physician.

I. FAMILY MEDICAL LEAVE ACT

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

J. CATASTROPHIC LEAVE DONATION

All employees will be allowed to donate vacation to fellow employees in accordance with the City Voluntary Leave Donation procedure. Employees may also donate up to 80 hours of sick leave as long as that donation leaves 520 hours of sick leave in the donating employee's bank. Employees may donate up to 80 hours of leave per calendar year.

Leave donation does not include sick leave bonus which has been phased out in the FY 02/06 Agreement. Employees receiving donations of Catastrophic Leave may use that leave in accordance with the City Sick Leave policy.

ARTICLE XIII - HEALTH AND WELFARE

A. CITY OF RENO GROUP INSURANCE

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

- a. A group medical and dental indemnity plan, benefit of which shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.
- b. Any other prepaid or indemnity group medical and dental plan or plans (including health maintenance organizations) determined appropriate by the City.

2. Each employee enrolled in the City's group health and life insurance program shall, as part of the coverage provided in Section A.1 above, be provided term life insurance under a policy which offers coverage in an amount equivalent to one (1) times the employee's annual base salary. The amount of the term life insurance coverage shall revert to Ten Thousand Dollars (\$10,000) for those employees who retire and continue as part of the City of Reno insurance group, regardless of the type of retirement. The term life insurance coverage for retirees shall be subject to the reduction formula specified in the group term life insurance policy.

3. The City shall contribute to the cost of dependent coverage an amount equal to fifty percent (50%) of the cost of the indemnity plan coverage for each dependent category, for those qualifying employees who decide to be covered by A.1. above, effective July 1, 2013.

- a. This amount shall be used as a credit to the appropriate category of dependent coverage selected by the employee.
- b. This credit shall only be available to those employees who qualify and elect to receive dependent coverage.

- c. Under no circumstances will the City contribute more to the cost of dependent coverage than the actual cost of that coverage.
4. If the cost of dependent coverage selected by the employee under A.3. above exceeds the maximum City contributions, the employee shall pay the additional cost.
5. All qualified employees who select coverage under Section A.1. above, shall be covered by, and the City contributions shall be made for, the plan(s) of his/her choice on the first of the month following thirty (30) calendar days of his/her initial date of hire.
6. Specific medical and dental benefit levels and premium costs are not set forth in this Agreement for the insurance programs available under this Agreement.
 - a. It is understood that plan benefits are determined by the providers and the City. As such, plan benefit levels are not subject to bargaining under this Agreement.
 - b. The City assumes no responsibility for replacement of benefits which may be changed.
 - c. It is understood that plan costs, premiums or funding levels for employee and dependent categories are determined by the providers and not subject to bargaining under this Agreement.
 - d. The City assumes no responsibility for increased plan costs except as provided in Section A.1 of this Article.
7. The City agrees to provide an open enrollment period at least annually. Such enrollment period and employee and dependent eligibility shall be in accordance with the policies and rules of the insurance carrier or carriers including the City for self-funded plans.
8. Each medical insurance or health plan provides for coordination with Medicare coverage and any employee who participates in a plan is subject to the requirements of that plan, including provisions relating to Medicare.
 - a. The City is not responsible for the replacement of benefits which may be reduced, eliminated or made more expensive as a result of coordination with Medicare.
 - b. City contributions are not payable toward contributions an employee is required to make to the Federal government for Medicare coverage.
9. The City agrees to pay one hundred percent (100%) of the health and life

insurance premium for the employee only coverage category for any employee who retires, on or after July 1, 2002, and who has either thirty (30) or more full-time years of continuous, regular service with the City of Reno or twenty five (25) or more full-time years of continuous, regular service with the City of Reno, plus up to five (5) years of additional PERS credit for a total of thirty (30) years PERS credit. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. (If the Medicare age eligibility threshold is revised, Medicare eligibility age will be the new threshold.) The City reserves the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees. This benefit will not apply to employees hired on or after July 1, 2013.

10. The City agrees to pay seventy five percent (75%) of the health and life insurance premium for the employee only coverage category for any employee who retires and who has fifteen (15), but less than thirty (30) full-time years of continuous, regular service with the City of Reno. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. (If the Medicare age eligibility threshold is revised, Medicare eligibility age will be the new threshold.) The City reserves the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees. This benefit will not apply to employees hired on or after July 1, 2013.

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

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

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

B. LONG-TERM DISABILITY INSURANCE

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

C. PHYSICAL EXAMINATIONS

Annual physical examinations are provided for in the health insurance plans and the City shall reimburse employees for the co-pay, not to exceed two hundred dollars (\$200.00) per twenty-four (24) month period.

ARTICLE XIV. RETIREMENT

A. The retirement system for all regular employees shall be the Public Employee Retirement System of Nevada (PERS) in accordance with applicable provisions of NRS.

1. Future PERS rate increases/decreases on and after July 1, 2011 to be split equally between the City and the employee. The Salary Table and the salary of each employee shall be considered to be automatically decreased by one-half of any PERS increases and increased by one-half of any PERS rate decrease.

2. For the PERS years 2015-2016 and 2016-2017, the City of Reno will absorb the entire PERS increase of 2.25%, without reduction of salaries by the employee share of 1.125%.

B. The parties recognize that an employee may not be mandatorily retired because of attaining a particular age. It is agreed, however, that continued employment in City service

is contingent upon satisfactory performance of his/her assigned duties.

ARTICLE XV. SAFETY AND HEALTH

A. OBJECTIVE

1. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

2. The City shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

B. SAFETY COMMITTEES

1. One (1) employee representative of the bargaining unit will serve as a member of the City's Executive Safety Committee. The employee representative will be selected by the Union.

2. The employee member's attendance at the City's Executive Safety Committee meetings shall be without loss of pay, provided that there will be no overtime payment for time spent in such meetings.

C. PROTECTIVE GEAR AND EQUIPMENT

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

2. In lieu of furnishing safety glasses, the City may elect to reimburse covered employees up to seventy-five dollars (\$75.00) per fiscal year for safety glasses as governed by the replacement provisions below. In order to be eligible for reimbursement as provided in this paragraph, the employee must submit proof of purchase with his/her claim.

3. Effective upon ratification of this agreement, in lieu of furnishing safety boots, the City may elect to reimburse covered employees up to two hundred fifty dollars (\$250.00) per fiscal year for safety boots as governed by the replacement provisions below. In order to be eligible for reimbursement as provided in this paragraph, the employee must submit proof of purchase with his/her claim.

4. When replacement of any item provided pursuant to this section is required due to normal wear, such replacement shall be at the City's expense. When replacement of any item is required as a result of an employee's negligence or misconduct, such

replacement shall be at the employee's expense.

ARTICLE XVI. CAREER DEVELOPMENT

A. TRAINING COURSES

1. An employee will be reimbursed for educational training courses pursuant to the following conditions:

- a. The training must be reasonably related to the required skill or education for the employee's current or other City position, or career development plan, as approved by the Department Head.
- b. Only a regular full-time employee who has been so employed for at least one (1) year will be eligible for reimbursement.
- c. Reimbursement must be approved prior to educational training by his/her department head.
- d. Effective July 1, 2006, no employee will be reimbursed for more than two thousand dollars (\$2,000.00) per fiscal year for required and elective courses needed to complete a declared degree. In addition, effective July 1, 2006, an employee may be reimbursed for up to four hundred dollars (\$400.00) per fiscal year for seminars. Reimbursement under this section will not be effected if the cost is assumed by any other institution, scholarship or grant-in-aid.
- e. Reimbursable expenses shall be restricted to tuition, course fees and required textbooks.
- f. A course must be taken from a recognized and accredited school or NENA or APCO for specialized training.
- g. Presentation of evidence of passing grade.

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

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

B. APPRENTICESHIP PROGRAMS

1. The City agrees to participate in the Union's Apprenticeship Program subject to approval by the City Manager or his/her designee.

2. The City and the Union agree, when feasible, and when the number of employees warrants, to cooperate in City "in-house" training programs.

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

C. Educational Incentive Pay

1. Effective the first full pay period following July 1, 2006, educational incentive pay shall be paid in accordance with the following:

a. A full-time employee who has obtained an Associate's Degree or higher from an accredited college or university shall receive fifteen dollars (\$15.00) per bi-weekly pay period. Effective the first full pay period following July 1, 2007, this incentive shall increase to twenty five dollars (\$25.00) per bi-weekly pay period.

b. Effective the first full pay period following July 1, 2008, a full-time emergency communications dispatch employee who has obtained an APCO Certificate shall receive fifteen (\$15.00) per bi-weekly pay period. Effective July 1, 2009, this incentive shall increase to twenty dollars (\$20.00) per bi-weekly pay period. Effective July 1, 2010, this incentive shall increase to twenty five dollars (\$25.00) per bi-weekly pay period.

c. Effective July 1, 2009, a full-time employee who has obtained a Bachelor's Degree from an accredited college or university shall receive thirty five dollars (\$35.00) per bi-weekly pay period. Effective July 1, 2010, this incentive shall increase to fifty dollars (\$50.00) per bi-weekly pay period.

d. No employee shall receive compensation under more than one of the subsections a. and c. above. An employee who receives the APCO incentive in subsection b. shall be eligible to combine such incentive with either the Associate's or Bachelor's degree incentive, not to exceed seventy five dollars (\$75.00) per biweekly pay period.

e. To be eligible for the incentive pay, an employee must provide a copy of the degree or certification and such pay shall begin the first full pay period following the date of receipt by central payroll.

ARTICLE XVII. LABOR/MANAGEMENT COMMITTEE

A. A Labor/Management Committee consisting of three (3) Supervisory Bargaining Unit

members, seven (7) Rank and File Bargaining Unit members, four (4) representatives designated by the City Manager, the Labor Relations Administrator, and the Union Business Representative shall hold meetings as may be agreed upon by the Committee. This Committee shall meet at least two times per year, once in the first half of the calendar year and second in the latter half of the calendar year. Minutes of the meeting shall be made available to the members of the Committee and the Union.

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

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

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

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

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

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

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

ARTICLE XVIII. MISCELLANEOUS

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

A. LAYOFF

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

A. Layoff Procedure

1. The order of layoffs is as follows:
 - a. Temporary employees;
 - b. Probationary employees;
 - c. Full-time or part-time employees in a qualifying status;
 - d. 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.

B. 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.
 - a. Names shall be placed on this layoff register in the inverse order of their layoff, that is, the last person laid off shall be the number one person on the layoff register.
 - b. The name of the employee shall remain on that list for a period not to exceed three (3) years.
2. Persons on the layoff register shall have preference for recall over all others to the job classification and department from which laid off.
 - a. Persons whose names are placed on a layoff register shall be recalled according to his/her City-wide seniority in the affected job classification, the most senior person the first to be offered an opportunity to return.
 - b. An individual who has been recalled pursuant to the above, who fails to respond or refuses to accept the job, shall have his name removed from the layoff register.
3. The names of persons on the layoff register shall also be placed on the top of the City-wide promotion or open eligible list for the job classification in which they were employed at the time of lay off. Department managers shall retain discretion to select and make appointments as provided under the Civil Service Rules and Regulations. The City and the Union agree to meet to discuss any proposed changes to the Civil Service Rules and Regulations which serve to expand the department manager's right to select and make appointments.

4. During the time an individual is on a departmental layoff register, the City will notify that individual of vacancies which may occur in positions which have been authorized for hire.

5. When the City Manager authorizes the filling of a regular position in the civil service where the vacancy is not reserved for individuals with recall rights, and so long as names on departmental layoff registers are still active, said vacancy shall be filled by selection from an eligibility list established using a City-wide competitive examination; except that:

- a. If the City-wide competitive examination fails to produce an eligibility list containing three (3) qualified names, the certification may include names taken from an open competitive eligibility list. The City may, at its discretion, provide for simultaneous open and City-wide examinations.
- b. The provisions of this section shall not apply to recruitments conducted for the job classifications of Police Officer and Fire Fighter.
- c. For purpose of this section, "City-wide competitive examination" shall mean that the competition is restricted to active employees of the City and individuals whose names appear on departmental layoff registers.

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

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

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

8. Individuals eligible for recall shall be given fourteen (14) calendar days notice of recall. Notice of recall shall be sent to the individual by certified mail with a copy to the Union. The individual must notify the Department Head of his intention to return within five (5) workdays after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the individual. It shall be the obligation and responsibility of the individual to provide the City with his latest mailing address.

C. The following provisions shall apply upon recall or return to active City service immediately following a lay off:

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

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

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

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

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

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

2. Within five (5) calendar days of receipt of notification of pending layoff, an individual may appeal his layoff if he believes the layoff was taken out of the order specified above where said error directly resulted in his layoff. The appeal must be filed in writing with the Human Resources Department. The appeal must state the employee's exact reasons therefore and must include copies of any substantiating documentation.

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

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

c. If the majority of the panel is unable to reach consensus, the standing

members of the panel shall jointly select a fifth (5th) member who, after review of the evidence, shall issue decision breaking the tie.

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

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

Article XIX. SENORITY

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

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

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

B. A holiday schedule requesting employee sign up will be posted 45 days prior to a holiday, for staffing levels to be met.

ARTICLE XX LIMITED APPOINTMENTS

A. DEFINITION

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

2. Regular limited appointments shall be for a term of six (6) to nine (9) months annually as specified by the department head.

3. During the annual term of appointment, any employee filling a regular limited

appointment position as defined in this article will receive applicable pay, benefits, and accruals that are provided to regular full-time employees for the same period, but not extending beyond the annual limited period of appointment.

ARTICLE XXI. EFFECTIVE DATE AND DURATION

A. EFFECTIVE DATE AND DURATION

1. This Agreement shall be in full force and effect July 1, 2015, and shall continue in force until June 30, 2017

2. This Agreement shall be automatically renewed from year to year thereafter unless amended by mutual agreement of both parties.

3. Any side letters dated prior to July 1, 2006, and not included in an appendix or incorporated into this agreement are null and void.

4. In the event that prior to the expiration of this Agreement, the City claims a “fiscal emergency” as defined below, the parties shall then meet and confer in good faith for the purpose of determining means of alleviating revenue shortfalls for the next fiscal year beginning July 1. Only Article IX, Salaries, shall be opened, unless mutually agreed upon by both parties.

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

- a. A “fiscal emergency” exists when a result of decreasing revenues, one of the following events occur:
 - (1) A severe financial emergency of the City is determined by the Nevada Department of Taxation in accordance with NRS 354.685; or
 - (2) The consolidation tax revenue and ad valorem receipts received by the City decline by more than eleven percent (11 %) from the fiscal year in the month ending April 30, compared to the prior fiscal in the month ending April 30, and no additional funds have been received to make up less than the eleven percent (11%) decline.
- (b) A “fiscal emergency” shall not exist or be claimed by the City, if the following exists:

- (1) 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.

B. IN WITNESS WHEREOF, the City and the Union have caused these presents to be duly executed by their authorized representatives this _____ day of _____, 20____.

International Union of Operating Engineers
Stationary Local # 39, AFL-CIO
Non Supervisory Unit

City of Reno

BY _____
CHIEF NEGOTIATOR

BY _____
Mayor

City Clerk

Negotiations Committee Attest:

Jerry Kalmar, Business Manager

Tony DeMarco, President

Steve Crouch, Director of Public Employees

Jerry Frederick, Business Representative

Misty Crawford, Non-Supervisory – Negotiation Team Member

Fred Decker, Non-Supervisory – Negotiation Team Member

Michael Gault, Non-Supervisory – Negotiation Team Member

Sara Skroch, Non-Supervisory – Negotiation Team Member

Sheldon Stone, Non-Supervisory – Negotiation Team Member

APPENDIX A

ALPHABETICAL LIST OF CLASSES

LOCAL 39 NON-SUPERVISORY

<u>CLASS GRADE</u>	<u>CLASS TITLE</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 26	Code Compliance Inspector
G 27	Combination Inspector
G 27	Communications Technician
G 19	Community Services Officer I
G 23	Community Services Officer II
G 20	Custodial Coordinator
G 13	Custodian
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
G23	GIS Technician
G 17	Graphics Arts 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
G15	Office Assistant I
G17	Office Assistant II
G 25	Open Space & Trails Coordinator
G 24	Park Ranger
G 22	Parking Meter Technician
G 20	Parks Maintenance Worker
G 21	Planning Technician
G 28	Plans Examiner
G 18	Police Assistant 1
G 20	Police Assistant II
G 20	Police Technician
G 19	Program Assistant
G 27	Property Program 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 19	Reprographics Technician
G 24	Safety and Training Coordinator
G 19	Secretary
G 24	Senior Engineering Technician I
G 26	Senior Engineering Technician II
G 25	Senior Equipment Mechanic
G 24	Senior Irrigation System Technician
G 22	Senior Parks Maintenance Worker
G 24	Senior Tree Maintenance Worker
G 26	Senior Water Reclamation Plant Operator
G 25	Sign Inspector
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 II
Community Services Officer I

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
Sign Inspector

Police Records Supervisor
Police Assistant II/Police Technician
Police Assistant I

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 Compliance Officer
Code Compliance Inspector

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

Tree Maintenance Supervisor
Tree Inspector
Senior Tree Maintenance Worker
Tree Maintenance Worker

Accounting Technician/Purchasing
Technician
Accounting Assistant

Custodial Coordinator
Custodian

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

Senior Water Reclamation Plant Operator
Water Reclamation Plant Operator

Maintenance Technician Public Works/Parks

Supervisors Not Listed

Recreation Program Coordinator S23
Survey Party Chief S26

Non-Supervisory Not Listed

Application Support Technician G25
Business License Compliance Officer G26
Communications Technician G27
Equipment/Supply Technician G21
GIS Technician G23
Graphic Arts Technician G17
Land Development Plans Examiner G24
Logistics Officer G23
Open Space and Trails Coordinator G25
Park Ranger G24
Property Program Technician G27
Records Technician G17
Reprographics Technician G19
Safety and Training Coordinator G24

DEVELOPMENT PERMIT TECHNICIAN	PERMIT TECHNICIAN-ICC (14) RESIDENTIAL BUILDING INSPECTOR-ICC (B1) RESIDENTIAL PLANS EXAMINER- ICC (P3) RESIDENTIAL ENERGY INSPECTOR/PLANS EXAMINER-ICC (79)	RESIDENTIAL PLUMBING INSPECTOR-ICC (P1) RESIDENTIAL MECHANICAL INSPECTOR-ICC (M1) RESIDENTIAL ELECTRICAL INSPECTOR-ICC (E1)	N/A
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Senior Irrigation System Technician									
Senior Tree Maintenance Worker									
Traffic Signal Mechanic									
Tree Maintenance Crew Supervisor									
Victim/Witness Advocate (Police)									
Water Reclamation Plant Operator (formerly Sewage Plant Operator I)									
Application Support Technician	G25	25.55	26.83	28.16	29.57	31.50	32.61	34.24	35.94
New Development Services * Specialist		2,044.00	2,146.40	2,252.80	2,365.60	2,520.00	2,608.80	2,739.20	2,875.20
Open Space and Trails Coordinator		53,144.00	55,806.40	58,572.80	61,505.60	65,520.00	67,828.80	71,219.20	74,755.20
Senior Equipment Mechanic*									
Sign Inspector*									
Tree Inspector									
Code Compliance Inspector	G26	26.83	28.16	29.57	31.50	32.61	34.24	35.94	37.74
Environmental Control Officer		2,146.40	2,252.80	2,365.60	2,520.00	2,608.80	2,739.20	2,875.20	3,019.20
Revenue Officer		55,806.40	58,572.80	61,505.60	65,520.00	67,828.80	71,219.20	74,755.20	78,499.20
Senior Construction Inspector*									
Senior Engineering Technician II									
Senior Water Reclamation Plant Operator (formerly Sewage Treatment Plant Operator II)									
Traffic Signal Technician									
Combination Inspector	G27	28.16	29.57	31.50	32.61	34.24	35.94	37.74	39.63
Communications Technician		2,252.80	2,365.60	2,520.00	2,608.80	2,739.20	2,875.20	3,019.20	3,170.40
Information Systems Technician II (formerly Computer Systems Technician)		58,572.80	61,505.60	65,520.00	67,828.80	71,219.20	74,755.20	78,499.20	82,430.40
Property Program Technician									
Public Works Construction Inspector									
Electrical Inspector	G28	29.57	31.50	32.61	34.24	35.94	37.74	39.63	41.62
Plans Examiner		2,365.60	2,520.00	2,608.80	2,739.20	2,875.20	3,019.20	3,170.40	3,329.60
		61,505.60	65,520.00	67,828.80	71,219.20	74,755.20	78,499.20	82,430.40	86,569.60

Senior Irrigation System Technician									
Senior Tree Maintenance Worker									
Traffic Signal Mechanic									
Tree Maintenance Crew Supervisor									
Victim/Witness Advocate (Police)									
Water Reclamation Plant Operator (formerly Sewage Plant Operator I)									
Application Support Technician	G25	26.06	27.37	28.72	30.16	31.67	34.61	34.92	36.66
New Development Services * Specialist		2,084.80	2,189.60	2,297.60	2,412.80	2,533.60	2,768.80	2,793.60	2,932.80
Open Space and Trails Coordinator		54,204.80	56,929.60	59,737.60	62,732.80	65,873.60	71,988.80	72,633.60	76,252.80
Senior Equipment Mechanic*									
Sign Inspector*									
Tree Inspector									
Code Compliance Inspector	G26	27.37	28.72	30.16	31.67	34.61	34.92	36.66	38.49
Environmental Control Officer		2,189.60	2,297.60	2,412.80	2,533.60	2,768.80	2,793.60	2,932.80	3,079.20
Revenue Officer		56,929.60	59,737.60	62,732.80	65,873.60	71,988.80	72,633.60	76,252.80	80,059.20
Senior Construction Inspector*									
Senior Engineering Technician II									
Senior Water Reclamation Plant Operator (formerly Sewage Treatment Plant Operator II)									
Traffic Signal Technician									
Combination Inspector	G27	28.72	30.16	31.67	34.61	34.92	36.66	38.49	40.42
Communications Technician		2,297.60	2,412.80	2,533.60	2,768.80	2,793.60	2,932.80	3,079.20	3,233.60
Information Systems Technician II (formerly Computer Systems Technician)		59,737.60	62,732.80	65,873.60	71,988.80	72,633.60	76,252.80	80,059.20	84,073.60
Property Program Technician									
Public Works Construction Inspector									
Electrical Inspector	G28	30.16	31.67	34.61	34.92	36.66	38.49	40.42	42.45
Plans Examiner		2,412.80	2,533.60	2,768.80	2,793.60	2,932.80	3,079.20	3,233.60	3,396.00
		62,732.80	63,315.20	66,497.60	69,804.80	73,299.20	76,960.00	80,808.00	84,864.00

APPENDIX E
CERTIFICATION/EDUCATIONAL COURSES

<u>JOB CLASS</u>	<u>PRIMARY CERTIFICATES</u> 2 = 1 Pay Grade	<u>SECONDARY CERTIFICATES</u> 4 = 1 Pay Grade 2 = 1/2 Pay Grade	<u>SUPPLEMENTAL CERTIFICATES</u> Uncompensated but 2 = 1 Secondary
PLAN EXAMINER	Building Inspector- ICC Plumbing - ICC Mechanical - ICC Plans Examiner - ICC	Electrical- ICC Building Code Accessibility/Usability Specialist- ICC Site/Planning/Engineering Inspector - City Specifications Uniform Fire Code Inspector - IFCI Reinforced Concrete - ICC Structural Masonry - ICC Structural Steel - ICC Prestressed Concrete - ICC	Light Commercial Combination Inspector Boiler Inspector Back Flow Inspector Spray-applied Fireproofing Special Inspector Elevator Inspector One and Two Family Building Inspector One and Two Family Electrical Inspector One and Two Family Mechanical Inspector One and Two Family Plumbing Inspector One and Two Family Dwelling Inspector IFCI Company Officer Fire Code Inspector IFCI Underground Storage Tank Installation/Retrofitting IFCI Underground Storage Tank Decommissioning IFCI Underground Storage Tank Tightness Testing IFCI Underground Storage Tank Cathodic Protection
ELECTRICAL INSPECTOR	Electrical Inspector - ICC Building Inspector - ICC Plans Examiner - ICC	Building Code Accessibility/Usability Specialist - ICC Uniform Fire Code Inspector - IFCI	
COMBINATION INSPECTOR	Building Inspector - ICC Electrical Inspector - ICC Plumbing Inspector - ICC Mechanical Inspector - ICC	Building Code Accessibility/Usability Specialist - ICC Plans Examiner - ICC Site/Planning/Engineering Inspector - City Specifications Uniform Fire Code Inspector - IFCI Reinforced Concrete - ICC Structural Masonry - ICC Structural Steel - ICC Prestressed Concrete - ICC	
CODE COMPLIANCE INSPECTOR	Code Enforcement NAC E/CACEO/ICC Property Maintenance and Housing Inspector ICC/AACE Code Enforcement Administrator - ICC/AACE	Zoning Inspector - ICC P.C. 832 Permit Technician - ICC Fire Inspection I - ICC Accessibility Inspector - ICC Disaster Response Inspector	Residential Building Inspector - ICC Residential Electrical Inspector - ICC Residential Mechanical Inspector - ICC Residential Plumbing Inspector - ICC Commercial Building Inspector - ICC Commercial Electrical Inspector - ICC Commercial Plumbing Inspector - ICC Commercial Mechanical Inspector - ICC
DEVELOPMENT PERMIT TECH	Permit Technician - ICC Building Inspector - ICC		
SIGN INSPECTOR	Commercial Electrical Zoning Official	Combination Inspector - ICC (Residential and Commercial)	

APPENDIX F
**ENVIRONMENTAL CONTROL OFFICER
 CERTIFICATIONS**

GS14 Environmental Control Officer I	5.0% Incentive	5.0% Incentive
AA Degree 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

Certifications
CAL/NV Grade 1 or 2 Lab Certification 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 Environment Manager

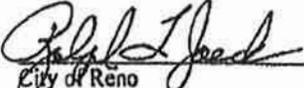
APPENDIX G

AGREEMENT

CELLULAR TELEPHONE ALLOWANCE

The following shall serve as an agreement between the City of Reno and Employees Union Local No. 39 for cellular telephone services.

1. The City of Reno, in an effort to reduce administrative costs and excess cellular telephone usage, has put forth the following to provide a cellular telephone allowance to authorized employees in lieu of directly providing a cellular telephone and a service provider.
2. This allowance would be provided on a monthly basis, and at one of three levels of payment, depending on the user's requirements and department head approval. The levels are \$25.00, \$35.00, or \$70.00 per month.
3. The authorized cellular telephone user will be responsible for acquiring their own equipment and service provider. The monthly allowance will be paid to the employee regardless of whether the employee expends the full allowance on City business or not.
4. If the employee exceeds their monthly allowance for City business, the allowance will not be adjusted unless so authorized by the department head.
5. The City will not be responsible for any theft or loss of equipment nor shall they be responsible for any additional expenses incurred for equipment insurance.
6. Any additional expenses incurred because of late charges, sales tax, and/or special carrier charges shall be the sole responsibility of the employee.
7. The City will not be responsible for any required account deposits unless it is determined that such deposits, as required by the service provider, would present a financial hardship to the employee. In this case, the City will make an appropriate administrative decision to resolve the issue at their sole discretion.
8. Authorized employees will be required to furnish documentation substantiating existence of an active cellular telephone account upon request. The employee is required to notify the City immediately upon termination of an account.
9. The City will provide the employee a minimum notice of 30 days prior to termination of a City-provided cellular account and providing an allowance.
10. The employee will be responsible for any additional income taxes resulting from the allowance.



City of Reno
Ralph Jaeck
Assistant City Manager



Employees Union Local No. 39
Jerry Frederick
Business Manager

APPENDIX H

**NON-SUPERVISORY
CHIEF STEWARD REPRESENTATION AREAS
WITH OFFICE SHOP OR CREW STEWARD AREAS**

The Non-Supervisory Unit is divided into seven (7) Representation Areas. Each Representation Area will have a Chief Steward. Each lettered group in each Representation Area will have a Crew, Shop or Office Steward as follows:

Area #1 City Hall & Fire Department Clerical

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) and 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 H

**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 & Recreation

Chief Steward

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

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

APPENDIX I
ASE CERTIFICATION

For 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 you are certified in all 8 you 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 you are certified in T-2 through T-7 you earn "Master" Medium/Heavy Truck Technician status and eligibility for incentive pay.

For Equipment Service Worker:

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

- When you are certified in all you earn eligibility for incentive pay.

APPENDIX I (Continued)

ASE CERTIFICATION

For Parts Specialist:

- 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 you are certified in all you earn eligibility for incentive pay.**

For Service Writer:

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

- **When you are certified in all you earn eligibility for incentive pay.**

APPENDIX J

CITY OF RENO AND STATIONARY ENGINEERS LOCAL 39

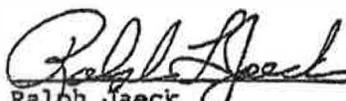
LETTER OF AGREEMENT
CONTRACT YEARS 1997- 2002

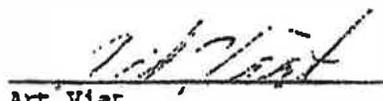
The criteria for bidding of shifts in continuous operations will emphasize seniority within that affected classification but will give management the final decision on a case-by-case basis to deviate from seniority due to operational needs.

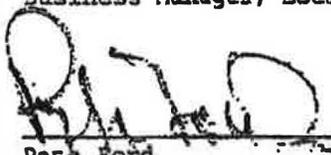
The signatures below do not indicate the parties may be locked in the above procedure if a majority of the affected employees agree to another procedure.

For the City:

For the Union:


Ralph Jaeck
Assistant City Manager


Art Vlat
Business Manager, Local 39


Peta Ford
Business Representative, Local 39

APPENDIX K

CITY OF RENO AND STATIONARY ENGINEERS LOCAL 39

LETTER OF AGREEMENT
CONTRACT YEARS 1997 - 2002

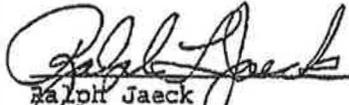
CITY OF RENO, DEPARTMENT OF POLICE, RECORDS AND IDENTIFICATION
BUREAU, LUNCH BREAK PROCEDURE FOR SWING AND GRAVEYARD SHIFTS

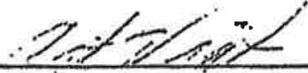
Commensurate with Article VIII, Section A of the current Contract covering supervisory and non-supervisory employees of the City of Reno, the agreed procedure for lunch breaks for employees in the classes of Administrative Supervisor and Police Clerk assigned to the City of Reno, Department of Police,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

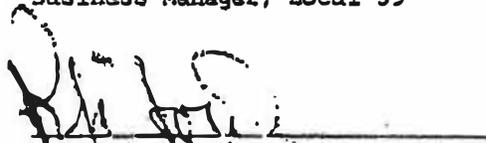
1. Employees in the classes noted above working the shifts noted above shall work an eight (8) hour work day.
2. This work day includes two (2) fifteen minute rest breaks.
3. The two (2) rest breaks provided for in the current Contract may, at the employee's request, be combined into a one-half (1/2)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