LABOR AGREEMENT
JULY 1, 2011 THROUGH JUNE 30, 2013

CITY OF RENO
AND
RENO POLICE SUPERVISORY/ADMINISTRATIVE EMPLOYEES
SUPERVISORY UNIT
SERGEANT

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Agreement Between the City of Reno and the
Reno Police Supervisory and Administrative Employees Association
Covering Supervisory Employees

ARTICLE 1. PREAMBLE:

THIS AGREEMENT is entered into between the City of Reno, Nevada, hereinafter referred to as the "City" and the Reno Police Supervisory and Administrative Employees Association, hereinafter referred to as the "Association". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2. RECOGNITION:

The City recognizes the Association as the exclusive bargaining agent for the Supervisory Unit, for purposes of establishing salaries, wages, hours and other conditions of employment for all classified employees within the police supervisory law enforcement officer class of:

Sergeant

and excluding all other non-supervisory, administrative supervisory and management employees in law enforcement officer positions. It is agreed by the parties hereto that the City recognizes the Association as the exclusive bargaining agent for employees in the Supervisory Unit on the basis that such employees have the same community of interest.

ARTICLE 3. STRIKES AND LOCKOUTS:

(a) The Association will not promote, sponsor or engage in any strike against the City, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact; or any other intentional interruption of the operations of the City, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

(b) The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 4. RIGHTS OF MANAGEMENT:

(a) Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiation include:

(1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(2) The right to reduce in force or lay off any employee because of lack of work or lack of funds in accordance with Reno Civil Service Rules and Regulations.

(3) The right to determine:

(i) Appropriate staffing levels and work performance standards, except for safety considerations;

(ii) The content of the workday, including without limitation workload factors, except for safety considerations;

(iii) The quality and quantity of services to be offered to the public; and

(iv) The means and methods of offering those services.

(4) Safety of the public.

(b) Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed

as a failure to negotiate in good faith.

(c) The provisions of this Article including without limitation the provisions of this section recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

(d) NRS 288 as amended does not preclude, but this Chapter does not require, the City to negotiate subject matters enumerated in paragraph number (a) above, which are outside the scope of mandatory bargaining. The City shall discuss subject matters outside the scope of mandatory bargaining but it is not required to negotiate such matters. This Agreement is not intended to add to or take away from the rights of management.

ARTICLE 5. NON-DISCRIMINATION:

(a) The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of this bargaining unit, nor will the City encourage membership in another employee organization.

(b) The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

(c) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 6. ASSOCIATION DUES:

(a) Employees of the City of Reno may authorize payroll deductions for the purpose of paying Association dues. Upon written authorization to the City's Human Resources Department from an employee, the City agrees to deduct on a biweekly basis from the wages of said employee such sums as he/she may specify for United Fund, City of Reno Credit Union, Association Dues, City of Reno Group Insurance Plan, U.S.

Savings Bonds, or such other purposes as the City may hereafter approve. No authorization shall be allowed for payment of initiation fees, assessments or fines. Each employee shall have the right to terminate such payroll deductions at any time upon his/her written request to the City's Human Resources Department.

(b) The Association will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

(c) The employees' earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues.

(d) Within thirty (30) days of signing of this Agreement, the total amount of biweekly payroll deductions for Association dues shall be remitted by the City to the Secretary-Treasurer of the Association by the deposit of said deductions to the designated bank account of the Association. Said deductions shall be deposited within seven (7) working days after the end of the pay period providing the Association's designated bank is a member of the Federal Reserve. If the Association's designated bank is not a member of the Federal Reserve, such deposit shall be made within thirty (30) days after the end of the pay period in question. The Association shall provide thirty (30) days written notice of a change in bank or bank account.

ARTICLE 7. HOURS OF WORK:

(a) The normal work period of employees covered by this Agreement shall consist of eighty (80) hours biweekly. A one-half (1/2) hour paid meal period shall be included. There shall be no overtime liability for missed meal periods. Sergeants

assigned to Patrol Division will work a four (4) day, ten (10) hour day schedule (hereinafter referred to as the 4/10 schedule).

The Chief of Police, at his discretion and with the City Manager's approval, may place Sergeants assigned to other divisions on the 4/10 schedule.

The scheduling of work shifts and work weeks shall be as directed by the Police Chief except that all employees shall have consecutive days off, except in cases of emergency as defined and declared by the Chief of Police, or upon not less than seventy-two (72) hours prior notice to employees in instances involving shift rotation, military duty or departmental training programs, or as provided in Article 34, Special Events.

(b) Duty hours shall be devoted fully to the performance of assigned duties; periods of absence for personal matters are not creditable toward duty hours and must be charged to approved leave, or be recorded as unexcused absence.

(c) Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute coffee breaks or rest periods during each workday.

(d) Effective upon ratification of this Agreement by both parties, a Sergeant placed on administrative leave with pay shall be assigned to a Monday through Friday work week schedule that allows the same number of work hours per day and the same number of consecutive days off as on his/her regular schedule.

(e) This Article is intended to be construed only as a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

(f) Flextime scheduling will not be used to avoid overtime; and if a schedule change involves more than one half (1/2) hour, the affected employee will receive seventy-two (72) hours prior notice, except in cases of emergency declared by the Chief of Police.

(g) Except in cases of emergency as declared by the Chief of Police, or as a result of a special event, training or shift changes, employees who are not given at least eight (8) hours off after the completion of their last shift will receive a premium of two (2) hours pay at their regular rate of pay (not

at the overtime rate).

ARTICLE 8. HOLIDAYS AND HOLIDAY PAY:

(a) Effective July 2, 2001, employees eligible for holiday pay shall receive ten (10) hours pay at the regular hourly rate of pay if assigned to a ten (10) hour work day; or either nine (9) hours pay for holidays on a nine (9) hour work day, or eight (8) hours pay for holidays on an eight (8) hour work day at the regular hourly rate of pay if assigned to the modified 5/9 plan; or eight (8) hours pay at the regular hourly rate of pay if on administrative leave or if assigned to an eight (8) hour work day, for the following holidays when not worked:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
Washington's Birthday (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Nevada Day (last Friday in October)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Family Day (day after Thanksgiving)
Christmas Day (December 25)

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.

(b) Each employee will be eligible for eight (8) hours of paid time off at the regular hourly rate to be given in observance of the anniversary of the employee's birthday to be used within the fiscal year in which earned. In addition to the employee's birthday time off, each employee shall be eligible for eight (8) hours of paid time off as a floating holiday to be taken during the fiscal year. The time during which the employee may take his/her time off shall be determined by the Chief of Police after giving consideration to the operating requirements of the department.

(1) Effective July 1, 2011 through June 30, 2013 each employee will be eligible for 14 additional hours of paid time off at the regular hourly rate to be given as floating holidays to be taken during each fiscal year.

(c) For employees regularly scheduled a Monday-Friday workweek, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as a holiday; and should it fall on a Sunday, the following Monday would be a holiday. For employees regularly scheduled on an other than Monday-Friday workweek, whenever one of those holidays falls on a non-workday, the previous or subsequent workday shall be observed as that holiday as determined by the Chief of Police.

(d) In order 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.

(e) Holidays occurring during an employee's vacation period shall not be counted as vacation, but will be paid in accordance with Article 8, Section (a) above.

(f) When an employee is authorized by a command supervisor to work his/her regularly scheduled work hours on a holiday, if eligible for holiday pay, in addition to his/her holiday pay he/she shall receive one and one-half times his/her regular hourly rate of pay for each hour or major fraction worked, up to a maximum of his/her regularly scheduled work hours for that day.

(g) An employee may elect either to be paid for holiday and overtime work or may elect to accumulate compensatory time in lieu of pay pursuant to Article 18.

(h) An employee who is on suspension from employment with the City and has a holiday fall during his/her suspension, shall be credited with having served two (2) days suspension for that holiday date.

(i) For calculation of payment for holiday worked an employee may elect, in lieu of regular pay, to have his/her base pay (without special assignment pay) increased by an amount equivalent to his/her longevity pay for the biweekly pay period broken down into an hourly rate times the holiday hours worked.

The procedure for this election will be by department policy.

ARTICLE 9. VACATION:

(a) A regular full-time employee will be granted vacation benefits as follows:

Years of Continuous Service	Hours of Vacation Earned Per Biweekly Pay Period
Less than 5 years	5 hours
5 years but less than 10 years	6 hours
10 years but less than 15 years	7 hours
15 years or more	8 hours

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

(b) An employee shall be paid at his/her regular hourly rate for each hour of vacation time taken. Vacation shall be charged on the basis of one hour for each full hour or major portion of an hour of vacation taken.

(c) Choice of vacation dates shall be granted whenever practical based upon the operating requirements of the City, as determined by the Chief of Police. Approved vacation requests shall be granted on a first come first served basis. Where two or more employees request a particular period at the same time, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work.

(d) Vacation taken during a biweekly period shall be charged before vacation earned during the pay period is credited.

(e) Effective July 2, 2001, an employee's accumulated vacation shall not exceed five hundred (500) hours. At the time of separation from service, the employee may utilize any available City programs that are allowed under Federal Law to be tax deferred or tax sheltered or PERS. In no case will the City pay tax consequences for the employee.

(f) The City shall make available reasonable periods of time for employees to take earned vacation. The City shall not make payment for unused vacation in excess of that allowed to accumulate as provided in paragraph (e) of this Article.

(g) Vacation Cash Out Provision. An employee may, upon request and during the window period November 1 through November 30, annually cash out up to forty (40) hours of accumulated but unused regular vacation leave, in increments of twenty (20) hours, subject to the following:

(1) To be eligible, employees must file a written request with the Chief of Police or his designee during the window period specified in paragraph (g) above.

(2) Calculation of the payment due shall be based on the employee's regular hourly rate when the vacation hours are paid.

(3) For calculation of cash out payment, an employee may elect, in lieu of regular pay, to have their base pay (without special assignment pay) increased by an amount equivalent to their longevity pay for the biweekly pay period broken down into an hourly rate times the hours cashed out. The procedure for this election will be by department policy. This provision includes payment for unused hours at separation from service.

ARTICLE 10. SICK LEAVE:

(a) A full-time regular employee shall be entitled to earn sick leave benefits at the rate of four (4) hours per biweekly pay period. Earned sick leave may accumulate and is cumulative from year to year. An employee must be in full pay status a major portion of his/her regularly scheduled biweekly hours to be credited with sick leave for that period.

(b) Sick leave shall be charged for absence from work by reason of illness, injury or death under the following circumstances:

(1) Sick leave may be granted only as the result of illness or injury of the employee or illness, injury or death 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 by consequence of marriage)or registered domestic partner.

(2) Provided, however, that the employee requiring sick leave must provide the Chief of Police with evidence of such need. Thereupon, the Chief of Police shall guarantee his/her personal knowledge of the necessity by certifying the granting of sick leave. To insure such knowledge, he/she may require the employee to provide a written doctor's statement of the prognosis and diagnosis before granting sick leave.

Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify their supervisor of their whereabouts when using sick leave. Any gainful employment, recreation, travel for recreation or other activity for non-sick leave purpose, when an employee is on sick leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Police Chief, or his designee. Utilization of sick leave for purposes other than those defined in the Agreement shall be considered evidence of abuse. An employee may be disciplined when evidence of abuse exists. The parties specifically agree any use of more than eleven (11) sick leave days in any twelve (12) month period is considered excessive. Excessive sick leave usage shall be reviewed to determine if the excessive use is justified or if the excessive sick leave usage requires corrective action.

(3) Provided further, if any employee does not have adequate accumulated sick leave time, the Chief of Police may grant the use of other accumulated time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

(c) Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during sick leave periods shall not be counted as sick leave time but paid in accordance with article 8 (a). However, where deemed appropriate, the Chief of Police may require the employee to furnish proof of such illness. Sick leave taken during a biweekly pay period shall be charged before

sick leave earned that pay period is credited.

(d) At the time of separation, except for cause, an employee shall be compensated for accumulated sick leave as follows:

(1) For employees hired prior to July 1, 2011, having 450 or more hours shall be cashed out at the rate of ninety percent (90%) of the total accumulated hours up to and including a maximum of 1600 hours at his or her base hourly rate of pay.

(i) At the time of separation, once the threshold amount of hours is reached, the employee shall be paid for all hours up to and including 1600 hours in the bank at the percentage rate indicated.

(2) For employees hired by the City on or after to July 1, 2011, having 450 or more hours shall be cashed out up to at the rate of ninety percent (90%) of the total accumulated hours up to and including a maximum of 578 hours at his or her base hourly rate of pay.

(3) At the time of separation from service, the employee may utilize any available City programs that are allowed under Federal Law to be tax deferred or tax sheltered or PERS. In no case will the City pay any tax consequences for the employee.

(4) For calculation of cash out payment in section (e), an employee may elect, in lieu of regular pay, to have his or her base pay (without special assignment pay) increased by an amount equivalent to his or her longevity pay for the biweekly pay period broken down into an hourly rate times the hours cashed out.

(e) In the event of death of an employee, the employee's estate shall receive payment for sick leave accrued but unused in accordance with section (d) above.

(f) Employees shall be permitted to receive Hepatitis B plus those infectious disease vaccinations that are recommended by the Labor-Management Committee and approved by the Chief of Police. Any employee who elects to receive such immunizations

and who then fails to comply with the medical guidelines of the immunization program shall have the expense of his/her immunization deducted from his/her pay. In addition, the City shall provide, at no cost to the employee, any disease screening procedures that may be recommended by the Labor-Management Committee and approved by the Chief of Police.

ARTICLE 11. ON-THE-JOB INJURY:

(a) Whenever an employee receives an injury, while on duty with the City of Reno, which is compensable under NRS Chapters 616A-D and 617, and such injury or illness prevents said employee from performing his/her normal full time duties, the employee shall receive full salary for a period up to, but not exceeding, cumulative one hundred (100) working days not to exceed a period of one (1) year from date of injury or knowledge of illness as indicated in the following provisions of this Article. During this period, the employee shall not forfeit any accrued sick leave. The one (1) year limitation shall be waived in the event of later surgery or worker compensation compensable incapacity resulting from the original illness or injury. However, the one hundred (100) working day limitation shall continue to apply. During this time, the City will provide full salary to the employee upon the condition that the employee endorse over to the City any workers' compensation salary continuation payment paid pursuant to NRS Chapters 616/617. The term "full salary" shall only include an employee's regular salary plus applicable longevity pay.

(b) Any employee receiving workers' compensation disability payment shall accumulate, without limitation, vacation and sick leave time benefits, if that payment with the City's contribution is for less than fifty percent (50%) of the regularly scheduled bi-weekly hours.

Any employee receiving workers' compensation disability payments shall accumulate, subject to the following limitations, vacation and sick leave time benefits, if that payment with the City's contribution is greater than fifty percent (50%) of the regularly scheduled bi-weekly hours.

(1) Pursuant to Nevada law, if the employee is capable of returning to work under conditions of "light duty" and refuses to do so, the employee shall not be eligible for continued accumulation of vacation and sick leave time benefits; however, he/she shall be

eligible to continue workers' compensation disability payments as determined by NRS 616A-D and 617 and shall be eligible for full salary as otherwise provided in this Article.

Determination of the employee's capability to return to work under conditions of "light duty" shall initially be made by the City's written request to the employee's workers' compensation primary care physician. If the workers' compensation primary care physician determines the employee is not capable of returning to work and the City is not satisfied with his/her determination, the City may request that the workers' compensation administrator have another physician review the employee's inability to return to light duty or the City may require the employee to submit to physical examination, at City expense, to determine physical capacity for light duty. If the workers' compensation administrator or the City's physician determines the employee is eligible for "light duty", however, the employee refuses to return for "light duty" then no continued vacation or sick leave accumulation shall occur until he/she does. In order to determine continued eligibility, the City may require the employee to submit to such "light duty" examinations as necessary and without limitation. It is understood that "light duty" is temporary only and the use and term of such use is left to the exclusive determination of the Chief of Police.

(2) If the employee is not capable of returning to work under conditions of "light duty" as provided in (b) (1), he/she shall be eligible for continued accumulation of vacation and sick leave time benefits, subject only to other limitations provided by this Article and NRS 616A-D and 617, the employee shall continue to earn service time credit for retirement.

(c) In the event that an employee's workers' compensation claim is denied and the denial is appealed, the City agrees to pay full salary while the appeal is pending at the request of the employee for an appeal period not to exceed two (2) calendar years. If the final determination is adverse to the employee or if the appeal period exceeds two (2) calendar years, the employee must deduct the hours paid from sick leave

and, if sick leave is exhausted, vacation leave to compensate the City for all payments during the appeal period.

If the employee has neither sufficient sick leave nor vacation leave to compensate for hours paid by the City during pending of claim or the appeal which shall not exceed two (2) calendar years, City may advance the employee sick leave to cover the balance of hours subject to the approval of the City Manager. If the employee terminates prior to accruing all sick leave advance, the employee is responsible for paying the balance advanced sick leave hours in cash at the time of termination.

(d) Any employee while on paid workers' compensation leave will not accrue sick leave or vacation time but shall continue to earn service time credit for PERS except as provided under (b) above.

(e) Upon the expiration of the accumulative one hundred (100) working days referenced in (a) above, if the employee is still unable to work, he/she may utilize his/her accumulated sick leave at the rate of one-half (½) the amount charged per shift or day, during which period the employee shall endorse over to the City the workers' compensation salary continuation payments paid pursuant to NRS Chapters 616A-D and 617.

(f) When accrued sick leave has expired, if the employee is still unable to work, he/she may utilize his/her accumulated vacation time pay at the rate of one-half (½) the amount charged per shift or day, during which period the employee shall endorse over to the City the workers' compensation salary continuation payments paid pursuant to NRS Chapters 616A-D and 617.

(g) INTENT: The intent of paragraphs (e) and (f) above is that the employee will continue to receive his/her full salary (as defined above) so long as he/she is disabled and receiving workers' compensation benefits and until his/her sick leave and vacation hours are exhausted.

(h) When, as the result of an on-the-job injury, an employee is continually confined to a duly licensed hospital the employee shall endorse over to the City any workers' compensation salary continuation payments paid pursuant to NRS Chapters 616A-D and 617 and the City shall then provide the

individual with their full salary. Said payment will be continued so long as the employee is confined to said hospital and so long as the workers' compensation administrator continues to make insurance payments in connection with said injury. For compensation purposes, the requirements of the continual confinement to a duly licensed hospital or confinement to the home (if so certified by a medical doctor, assigned by the City) may be waived by action of the City Council if the City Council determines that special circumstances warrant such action. During this period, the employee will not forfeit vacation or sick leave benefits other than as provided in (c) above. The one hundred (100) day period in (a) above shall run concurrently with the period of confinement to a hospital, home or period of special circumstances determined by the City Council.

(i) Any time within a maximum period of twelve (12) bi-weekly pay periods subsequent to the pay period within which the on-the-job injury occurred, an employee may elect to continue on workers' compensation leave, without additional compensation from the City, and without refunding workers' compensation salary continuance payments to the City, provided the employee is receiving workers' compensation salary continuance payments.

(j) The City may elect to send an employee to a doctor of its choice at its expense to examine the employee to determine the employee's prognosis for returning to work. It is understood by the parties that the City's choice of physician will be a specialist in his/her field to eliminate the problem with conflicting opinions. The intent of this second opinion is to determine staffing and encourage rehabilitation of the employee.

(k) When a holiday falls during the period of an employee's workers' compensation leave, the employee shall not receive overtime pay for the holiday, and the holiday shall not be considered a working day for purposes of the cumulative one hundred (100) working days referenced in this Article.

ARTICLE 12. LEAVE OF ABSENCE:

Leave of absence shall be administered by City Policy.

ARTICLE 13. MILITARY LEAVE:

(a) Any employee who is an active member of the Nevada

National Guard, or any reserve component of the United States armed forces, shall be relieved from his/her duties upon request to serve under orders on training duty without loss of his/her regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year. Any such absence shall not be deducted from the employee's accumulated vacation.

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

ARTICLE 14. JURY DUTY:

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

ARTICLE 15. RETIREMENT:

(a) Employees shall be retired from employment with the City in accordance with the provisions of NRS 286 and applicable federal law.

(b) That portion of any increase in the PERS retirement contribution rate attributable under statute to the employee for purposes of adjusting salary which occur on or after July 1, 1990, shall be assumed by the employee either through salary reduction or in lieu of an equivalent salary increase as specified in Article 16. Salaries.

ARTICLE 16. SALARIES:

(a) All employees will be paid on each biweekly Friday. The amount of pay shall be for the number of hours on duty as scheduled or on authorized paid absence.

(b) All salaries will be as listed in Appendix B.

(1) To help offset the City's PERS contribution amounts, each employee will reimburse an amount equivalent to two percent (2%) of the employee's base wage to the City of Reno, each pay period. This reimbursement will be in the form of a payroll

deduction, post-taxes, to be administered by the City of Reno.

(2) For the term of this agreement the Association agrees to suspend one point three seven five percent (1.375%) of its base wage for all members as listed in the salaries schedule in Appendix B.

(c) During the term of this Agreement the City shall, in accordance with the statutory "in lieu of an equivalent salary increase" provision assume the employee's portion of any increase in the PERS retirement contribution rate. The intent of this provision is that no employee shall suffer during the term of this Agreement an actual reduction in either their salary or any scheduled salary increase due to an increase in the PERS retirement contribution rate except as agreed upon in paragraph (b) (2) above.

(d) Effective July 1, 2005, an additional step will be established consisting of a six percent (6.0%) base wage increase to be given on the 6th year anniversary of promotion to Sergeant as delineated in the Appendices.

(e) Salary Differential. The City agrees to establish and maintain a differential as follows:

(1) No less than seven percent (7%) between the top step salary range for Police Officer plus special assignment pay and the entry level salary of Sergeant, and no less than fifteen percent (15%) between the top step salary range of Police Officer plus special assignment pay and the confirmed salary of Sergeant.

(2) No less than ten percent (10%) between the top step salary range for Police Officer and the entry level salary of Sergeant, and no less than twenty percent (20%) between the top step salary range for Police Officer and the confirmed salary of Sergeant.

(3) The salary differential for Sergeant shall be calculated on the higher of (e)(1) or (e)(2).

(f) For all references to base pay or regular pay in this contract, base pay shall be defined as that listed in the salary appendices with no additions or roll ups. Regular pay shall be defined as base pay increased by special assignment pay

as listed in Article 23, Special Pay Practices, section (g) Special Assignment.

ARTICLE 17. COMPENSATION UPON PROMOTION:

(a) Upon promotion, an employee shall receive the salary shown as Level 1 in the salary grade for the new position.
Upon confirmation, the employee shall be elevated to Level 2 in the salary grade for this position.

(b) If a leave of absence without pay is granted to an employee, the time actually worked before and after the leave of absence shall be added together and must total the time specified in the Rules and Regulations of the Civil Service Commission of the City of Reno for the probationary period before confirmation and elevation to Level 2 in the salary grade will occur.

(c) The City Manager may determine and adjust the salary level of any employee, either upwards or downwards within the salary range depending upon the employee's job performance and duties assigned.

ARTICLE 18. OVERTIME:

(a) Time and one-half the regular hourly rate shall be paid for each quarter (1/4) of an hour worked in excess of the employee's assigned work day.

(1) If time is lost during the regular workweek for unpaid absence, then overtime pay shall not prevail until forty (40) hours per week is exceeded unless assigned to an alternative schedule. Periods of paid absence shall be counted as hours worked for purposes of calculating overtime liability.

(2) Regularly scheduled hours of work shall not be canceled solely for the purpose of avoiding overtime pay. Nothing in this section shall be construed to restrict the City's right to establish and assign hours of work, or to otherwise limit the exclusive rights of management as set out in Article 4 of this Agreement and as provided by State law.

(3) Any overtime work required of an employee on

a day when no work was scheduled for him, or for which he is required to return to his/her place of employment, shall be considered to be at least two (2) hours duration. However, if an employee is called to duty within thirty (30) minutes prior to regularly scheduled work, or is called to work within thirty (30) minutes following regularly scheduled work, such additional work shall be regarded as an extension of the workday. Such extension of the workday shall be paid as overtime.

(4) Effective July 2, 2001, any employee, during off duty time, who receives a telephone call regarding official police department business shall receive minimum compensation of 15 minutes at time and one-half the regular hourly rate of pay for each phone call received. If an employee receives more than one call in the same 15 minute period, only 15 minutes will be paid unless the actual time on the call exceeds 15 minutes, then the work time shall be rounded to the nearest 15 minute increment. This provision is intended to apply to situations where it is necessary to give or obtain information or direction from the employee regarding a work situation. It is not intended to apply to calls on matters such as requests to work overtime, or directives to report to work early or other reporting directions.

(b) Overtime will be paid on the payroll for the pay period within which the overtime is performed or accumulated as per Article 8, Paragraph (g).

(c) It is understood that nothing in this Article shall require payment for overtime hours not worked. Overtime shall not be paid more than once for the same hours worked. All over-time must have previous authorization of the Chief of Police, if compensation therefore is to be effected.

(d) Any employee scheduled to work the Hot August Nights (HAN) special event shall be paid one and one-half (1.5) times his regular hourly rate of pay. The extension of work shifts, patrol backfill or other assignments related to the event shall also qualify for the premium pay if it is related to the HAN special event.

(e) An employee may choose to accrue compensatory time in lieu of receiving pay for overtime. An employee may accrue a maximum of one hundred (100) hours of compensatory time. Compensatory time off may be allowed and scheduled subject to the convenience of the employee and the Department.

ARTICLE 19. STANDBY TIME:

(a) Due to staff limitations, it may be necessary for the Chief of Police to schedule an employee to be on a telephone standby alert available for duty at the Central Police Station within thirty (30) minutes of notification by the Chief of Police to handle overtime work which may arise during other than his/her normal working hours.

(b) Regular Standby. Those employees on standby will be carried on a standby roster to be established and maintained through procedures promulgated by the Chief of Police. For each listing on the regular standby roster, the employee will be compensated at the rate of one and one-half (1 ½) hours pay at the employee's regular hourly rate for each eight (8) hour period of standby. If the period of time served is less than eight (8) hours, the employee shall receive a minimum one (1) hours pay.

(c) Court Standby. Court standby shall extend to justice, district and municipal courts. Employees on court standby on a duty day but not during duty hours (swing shift or graveyard officers only) shall receive one (1) hours pay at the employee's regular hourly rate for scheduled court appearances during the morning and/or one (1) hours pay at the employee's regular hourly rate for scheduled court appearances during the afternoon hours.

Employees on court standby on a scheduled off-duty day shall receive two (2) hours pay at the employee's regular hourly rate for scheduled court appearances during the morning and/or two (2) hours pay at the employee's regular hourly rate for scheduled court appearances during the afternoon hours.

No employee shall receive more than one hour's pay for any one hour period when two or more court appearances are scheduled for the same one hour period.

(d) Upon arriving on duty when called up from standby, an employee will be compensated in accordance with

Article 18, Overtime.

(e) In the event an employee is injured during the trip to court through no fault of his/her own, the City will testify or send a statement to the Workers' Compensation Administrator that such injury was in the line of duty.

ARTICLE 20. LONGEVITY:

Each full time employee who has completed five (5) years of continuous service with the City of Reno shall be entitled to longevity pay in addition to regular salary. Said employee's longevity pay shall be an amount equal to one-half of one percent (.5%) of the biweekly regular wage per biweekly pay period for each year of service, up to a maximum annual payment of twelve and one-half percent (12.5%) of regular wage for employees with twenty-five (25) years of service with payment to be effected each payday beginning with the pay period within which the anniversary date falls. Years of service for calculation of longevity pay shall include the full time service with the City of Reno, excluding time for temporary employment, leave of absence, or lapse of service.

ARTICLE 21. INSURANCE:

(a) The City shall make contributions equal to one hundred percent (100%) of the employee only cost of the health and accident insurance premiums for each full-time probationary employee and full-time regular employee to one of the following plans selected by an eligible employee:

(1) A group medical and dental indemnity plan, benefits of which shall be provided through a self insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.

(2) Any other prepaid or indemnity group medical and dental plan or plans (including health maintenance organizations) determined appropriate by the City.

(b) As part of the coverage provided in section (a) above, each regular full-time and qualified part-time employee enrolled in the City's group health and life insurance program shall be provided term life insurance under a policy which offers coverage in an amount equal to one (1) times the

employee's annual base wage. An amended life insurance benefit shall be provided to retirees who continue as part of the City of Reno insurance group, regardless of the type of retirement. The amount of the amended life insurance benefit for retirees shall be subject to the reduction formula specified in the group term life insurance policy.

(c) 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 qualified employees who elect to be covered by section (a) above.

(1) This amount shall be used as a credit to the appropriate category of dependent coverage selected by the employee.

(2) This credit shall only be available to those employees who qualify and elect to receive dependent coverage.

(3) Under no circumstances will the City contribute more to the cost of dependent coverage than the actual cost of that coverage.

(4) This dependent coverage credit is not a benefit for retirees.

(d) If the cost of dependent coverage selected by the employee under (c) above exceeds the maximum City contributions, the employee shall pay the additional cost.

(e) All qualified employees who select coverage under section (a) above, shall be covered by, and the City contribution 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, provided that the employee enrolls in such coverage in accordance with the provisions of the plan selected.

(f) Specific medical and dental benefit levels and premium costs are not set forth in this contract for the insurance programs available under this contract.

(1) It is understood that plan benefits are determined by the providers and the City. The plan

benefits determined by the providers, over which the City has no direct control, are not subject to bargaining under this contract. With respect to benefits/coverage provided through a self-insured plan, except as provided in paragraph (f)(2), benefit levels/coverage that do not affect costs paid by the employee are not subject to bargaining under this contract.

(2) Where there is a proposed decrease in coverage provided by a self-insured plan, the parties agree to negotiate such a decrease. Where there is a decrease in coverage by providers, over which the City has no direct control, there shall be an open enrollment period to permit employees affected by the decrease to change to the self-insured plan. A decrease in coverage shall not include such alterations as changes from brand-name to generic drugs, changes in service providers and other administrative changes in the plan.

(3) The City assumes no responsibility for replacement of benefits which may be changed by carriers over which the City has no direct control.

(4) It is understood that plan costs, premiums or funding levels for employee and dependent categories are determined by the providers.

(g) The City agrees to provide, at least annually, an open enrollment period. 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.

(h) 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.

(1) The City is not responsible for the replacement of benefits which may be reduced, eliminated or made more expensive as a result of coordinating with Medicare.

(2) City contributions are not payable toward

contributions an employee is required to make to the Federal Government for Medicare coverage.

(i) Part-time employees working a minimum of twenty five (25) hours per week for the City may also be included in the Group Insurance Plan and receive City contributions prorated on scheduled hours; however, temporary employees shall not be included. Any employee on leave of absence from the City may continue to carry City Group Insurance by making full premium payments.

(j) For those employees retiring on or after July 1, 1999, the City agrees to pay one hundred percent (100%) of the Health and Accident employee only premium for any employee upon separation who has thirty (30) years or more of continuous service in the Reno Police Department irrespective of age; or who has twenty (20) years of continuous service in the Reno Police Department, who is in retirement status and who receives retirement benefits under PERS. The premium payment is to be made for the City's plan for the same employee only coverage that current employees have for the remainder of the retired employee's life.

(k) For those employees retiring on or after July 1, 1999, the City agrees to pay seventy-five percent (75%) of the employee only health and accident premium for any employee upon separation who has a minimum of fifteen (15) years but less than twenty (20) years of continuous service in the Reno Police Department, who is eligible on the basis of age to retire, who immediately goes into retirement status and receives retirement benefits under PERS. The premium payment is to be made for the City's plan for the same employee only coverage that current employees have for the remainder of the retired employee's life.

(l) For those employees retiring on or after July 1, 1999, the City agrees to pay fifty percent (50%) of the employee only health and accident premium for any employee upon separation who has a minimum of ten (10) years but less than fifteen (15) years of continuous service in the Reno Police Department, who is eligible to retire, and who immediately goes into retirement status and receives retirement benefits under PERS. The premium payment is to be made for the City's plan for the same employee only coverage that current employees have for the remainder of the retired employee's life.

(m) In determination of costs for any considered

insurance proposal, the City agrees, upon proper notice, to release and/or authorize the release of requested, pertinent and reasonable information consistent with the provisions of NRS 288.180.

(n) The City's Ad Hoc Insurance Advisory Committee is responsible for reviewing the group health and accident program. It is understood that the Ad Hoc Insurance Advisory Committee referred to in this Agreement is advisory in nature and that the City is not bound by any of the recommendations of the Committee.
The City shall consult with the Ad Hoc Insurance Advisory Committee before making changes in the group health and accident program.

(o) Liability Insurance. The City shall provide liability insurance protection (either through an outside carrier or through self-insurance agreement) for each employee of the bargaining unit to cover incidents occurring while in the performance of official duties, as long as the member acted in good faith. Such policy shall provide indemnity for claim of fellow employees as well as the public.

(p) Long Term Disability Insurance. The City shall provide long term disability insurance to individuals covered under this Agreement. This insurance coverage shall provide a long term disability insurance benefit based on 66-2/3% of the individuals pre-disability base salary up to age 65 in accordance with the terms of the long term disability policy in effect between the City and the long term disability carrier.

(q) Additional Insurance Benefits. Effective July 8, 1996, City shall remit to the Reno Police Supervisory/ Administrative Employees Association (RPSAE) a total amount of $55,000 which is equal to the 1995/96 total cost of a 1.11% base wage increase for the three units represented by RPSAE as computed on January 22, 1995. Said total amount shall be paid to the Association in twenty-six equal installments coinciding with each payroll period. This amount shall be adjusted to reflect increases or decreases in total authorized positions to the extent that carry-over costs of the equivalent 1.11% base wage increase for the units would have been affected by the total number of authorized positions. In addition, the total annual amount shall be adjusted annually beginning July 1, 1997, by the same percentage as any across-the-board base wage increases and/or the equivalent base wage percentage of any benefit

increases (including PERS) in lieu of a base wage increase that may be negotiated. The Association shall utilize these funds to provide benefits for eligible employees as determined by the RPSAE.

(1) The administration of the funds referenced in paragraph (q) shall be the sole responsibility of the Association and shall not obligate the City in any manner nor shall there be any liability on the part of the City other than to contribute to the Association the amount specified above.

(2) The Association may pay all or a portion of insurance premiums for eligible employees as determined by RPSAE for any available City plans subject to the eligibility requirements and terms and conditions of the plan. This shall not be construed that the City guarantees the availability of any insurance plan.

(r) For an employee killed in the line of duty and who had elected spouse, registered domestic partner and/or dependent health insurance coverage under one of the City's plans, the City will pay the health insurance premium to the City's plan for the surviving spouse, registered domestic partner and/or eligible dependents. Spouse/registered domestic partner coverage is until remarriage, new registered domestic partnership or death, whichever occurs first. Killed in the line of duty is defined as death by unnatural causes arising out of performance of his job.

ARTICLE 22. UNIFORM ALLOWANCE:

(a) The City will pay each employee a uniform allowance in accordance with paragraphs (b) and (c) below. Said uniform allowance will cover the full cost of original purchase, replacement and upkeep of said uniform during the time of employment with the City of Reno. Upon termination, from City employment, the Chief of Police 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) The uniform allowance shall be at the rate per year as listed below and shall be paid in two (2) semi-annual equal installments with the final payday in June and December.

July 1, 2010 - $1,700.00

For the term of this agreement the Association agrees to suspend 100% of the uniform allowance as delineated in this article under subsection (b). Payments shall be in two (2) semi-annual, equal installments with the final payday in June and December.

(c) In lieu of the uniform allowance provided in paragraph (b), the City may elect to furnish either directly or through contracted facilities the required uniforms, replacements, and upkeep services.

(d) Effective July 1, 2001, in the event employees lose or damage equipment, watches or eye glasses in performance of duties, City will reimburse cost of item(s) lost or damaged up to a maximum of one thousand dollars ($1,000.00). This provision shall include uniforms as well as clothing worn by detectives. In order to receive the benefit of this article, the employee must report any claims prior to, or at the end of the shift on which the incident occurred.

(e) The City shall replace ballistic vests for each employee at the end of the manufacturer's specified use life. The old vest shall be turned back in to the City.

ARTICLE 23. SPECIAL PAY PRACTICES:

(a) Motorcycle Duty. Effective the first full pay period following July 1, 2003, in recognition of the special skills and abilities required, employees assigned to motorcycle duty shall receive one hundred twenty dollars ($120.00) per biweekly pay period. An employee who is assigned to motorcycle duty on a part-time basis shall receive fifteen dollars ($15.00) for each day a motorcycle is ridden.

(b) City Dog Care. For employees assigned to work with, train and care for a City dog, authorized time spent on such duties shall be considered hours worked and compensated as such pursuant to the applicable provisions of Article 7. Hours of Work and Article 18. Overtime.

(c) Court Appearances. From time to time, employees

shall be required to appear in all courts and administrative agencies on City business. When so required during an off-duty period, employees shall be compensated at the overtime rate of pay, providing not less than two (2) hours compensation per appearance. No employee shall receive more than one hour's pay for any one hour period when two or more court appearances are scheduled for the same one hour period.

(1) Employees shall be entitled to retain the following witness fees:

(a) Witness fees resulting from a court appearance provided the employee was not on court stand-by or in a paid work status;

(b) Witness fees resulting from appearances at DMV hearings provided the employee was not on stand-by; and

(c)Witness fees resulting from a lawfully executed subpoena provided the employee was not on stand-by.

All other witness fees paid to the employee shall be turned over to the City for deposit in the General Fund.

(d) Acting Pay. From time to time, employees will be required to work in job classifications to which they are not regularly assigned. When this occurs, the employee shall receive salary compensation for that classification, provided that the classification is higher than the employee's regular classification.

Administration of this paragraph shall be under the direction of the office of the Chief of Police. At no time will the employee receive pay for a classification lower than his/her regular classification. Compensation for the higher classification shall not be less than five percent (5%) of the employee's regular salary classification.

(e) Hazardous Duty Pay. Bomb Squad, SWAT and narcotics lab certified and assigned employees, as determined by the Chief of Police, will receive hazard pay in addition to their base salaries. Effective the first full pay period following July 1, 2003, the hazard pay shall be eighty five

dollars ($85.00) per pay period.

(f) Shift Differential. Effective the first full pay period following July 1, 2003, the City agrees to pay three dollars ($3.00) per hour shift differential for regular hours worked except second watch (regular day shift) between 6:00 p.m. and 8:00 a.m..

(1) Any employee working his regular assigned shift, or any overtime shift, shall be paid shift differential for the entire shift if at least fifty percent (50%) of the hours worked are between 6:00 p.m. and 8:00 a.m.

(2) An employee who works overtime between the hours of 6:00 p.m. and 8:00 a.m. shall receive shift differential for each hour worked between those hours.

(3) Any employee assigned to First Watch (graveyard) shall receive differential for any extension of his regular shift.

(4) The provisions of this section shall not apply to standby.

(g) Special Assignment. Any employee assigned to a special assignment such as Detectives, Training Section, Administration, and Community Services shall receive special assignment pay in the amount of ten percent (10%)of base wage for the period of time so assigned.

(h) Police Training Supervisor. Effective the first full pay period in July, 2005, any Sergeant who is assigned by the Chief of Police to be a training officer for a new Sergeant or acting as a PTO/PTS sergeant for a shift shall receive assignment pay in the amount of ten percent (10%) of his/her base wage for the pay period. No sergeant receiving special assignment pay shall be eligible for training supervisor pay.

ARTICLE 24. TRAINING COURSES AND INCENTIVE PAY:

(a) Employees will be reimbursed for educational training courses taken subsequent to approval of coursework by the Chief of Police pursuant to the following:

(1) The training must be directly related to the required skill or education for the employee's current position. No reimbursement merely for promotion preparation.

(2) Only full-time regular employees who have been so employed for at least five years will be eligible for reimbursement. Further, eligibility will be determined by the Chief of Police in accordance with the departmental training program as approved by the City Manager.

(3) No employee shall be reimbursed for more than two thousand dollars ($2,000.00) per fiscal year. No reimbursement will be effected if the cost is assumed by any other institution, scholarship, or grant-in-aid, etc.

(4) Reimbursable expenses shall be restricted to tuition, course fees and required textbooks. While courses should normally be taken on the employee's own time, exception may be granted by the Chief of Police - in which case, hours away from work must be deducted from earned vacation, compensatory time, or be recorded as leave without pay.

(5) To obtain reimbursement, a course must be taken from a recognized and accredited school.

(6) Reimbursement will be effected upon presentation of evidence to substantiate the expense and evidence of successful completion.

(b) Effective July 2, 2001, employees will receive educational incentive pay pursuant to the following:

(1) A full-time employee who has obtained a Master's Degree from an accredited college or university shall receive incentive pay equivalent to ten percent (10%) of the employee's biweekly regular wage per biweekly pay period.

(2) A full-time employee who has obtained a Bachelor's Degree from an accredited college or university shall receive incentive pay equivalent to eight percent (8.0%) of the employee's biweekly

regular wage per biweekly pay period.

(3) A full-time employee who has obtained an Associate's Degree from an accredited college or university shall receive incentive pay equivalent to six percent (6.0%) of the employee's biweekly regular wage per biweekly pay period.

(4) A full-time employee who has obtained a POST Management certificate shall receive incentive pay equivalent to five percent (5.0%) of the employee's biweekly regular wage per biweekly pay period.

(5) A full-time employee who has obtained an Advanced POST certificate shall receive incentive pay equivalent to four percent (4.0%) of the employee's biweekly regular wage per biweekly pay period.

(6) A full-time employee who has obtained an Intermediate POST certificate shall receive incentive pay equivalent to two and one-half percent (2.5%) of the employee's biweekly regular wage per biweekly pay period.

(7) No individual shall receive compensation under more than one of the above subsections.

(8) It is the employee's responsibility to notify his/her Department Head and the Human Resources Department of any degree or certificate attained. The pay will begin the date the Human Resources Department receives a copy of the degree or certificate. There shall be one exception to this rule: An employee is eligible for up to three (3) months retroactive pay if there is a delay between attainment of the degree or certificate and official notification from the college, university or academy.

ARTICLE 25. VACANCIES AND PROMOTIONS:

If any vacancy is to be filled or promotion to be made, such action shall comply with the Reno City Charter and the Rules and Regulations of the Reno Civil Service Commission. Any alleged violations of the Civil Service Rules and Regulations may only be appealed to the Civil Service Commission and are not

considered arbitrable under the terms of this Agreement.

ARTICLE 26. WORKING RULES:

The City may adopt any and all rules and regulations not in conflict with Nevada Revised Statutes, the Reno City Charter, Reno City Ordinances and the Rules and Regulations of the Reno Civil Service Commission. The Chief of Police shall have full authority in matters of training, safety, health and sanitation affecting employees on the job and he/she shall consider such suggestions and recommendations pertaining to these matters as may be from time to time presented by the employees or the Association.

ARTICLE 27. GRIEVANCE PROCEDURE:

(a) The purpose of the following grievance procedure shall be to settle, as quickly as possible, disputes concerning the interpretation, application, and enforcement of the express provisions of this Agreement.

(b) The aggrieved employee shall take up the grievance with his/her immediate supervisor within five (5) days of its occurrence or the time the aggrieved party could reasonably have acquired knowledge of the event. The supervisor shall attempt to adjust the matter at that time. If the grievance is not settled during informal discussions within ten (10) days of its occurrence and the employee wishes to press the matter, within two (2) days he/she shall present it in writing on the City/Association approved grievance form to his/her supervisor. The supervisor shall respond to the employee in writing within three (3) days thereafter.

(c) If, after referral to the Association's Grievance Committee, the matter is to be pursued, within five (5) days of the supervisor's written reply, the employee shall submit his/her grievance in writing to his/her Commanding Officer who shall reply in writing within three (3) additional days.

(d) If this procedure does not resolve the grievance, the employee shall present his/her grievance, in writing, to the Chief of Police within three (3) days of the Commanding Officer's reply. The Chief of Police shall arrange for such meetings and investigations as are necessary to enable him/her to respond in writing to the aggrieved within ten (10) days from the receipt of said grievance.

(e) Within five (5) days from receipt of the written response from the Chief of Police, the employee may present the grievance, in writing, to the Reno City Manager, accompanied by all correspondence on the matter. If the grievance has not been settled within ten (10) workdays of the date of submission to the City Manager, the Association may, within ten (10) workdays of the date of the City Manager's decision, notify the City Manager in writing that it is submitting the grievance to arbitration.

(f) Within ten (10) workdays of receipt by the City Manager of notification of submission to arbitration, an arbitrator shall be selected by mutual agreement, or by alternately striking names from the list of arbitrators attached hereto as Appendix A of this Agreement. The Association will strike the first name.

(g) The arbitrator shall not have authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement.

(h) The proceedings shall be conducted in accordance with American Arbitration Association's Voluntary Rules of Arbitration.

(i) The decision of the arbitrator shall be final and binding on all parties concerned so long as the award does not cost the City an amount in excess of twenty-five thousand dollars ($25,000.00) per grievance. In the event the arbitrator's award would cost the City in excess of twenty-five thousand dollars ($25,000.00) per grievance, the arbitrator's decision shall be advisory only to the City Manager, who shall make the final decision.

(j) The costs of arbitration shall be borne as follows:

(1) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultation, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the party incurring the expense.

(2) The arbitrator's fees, expenses, and the

cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator will be requested to specify the payer of costs.

(3) If a court reporter is requested by either party or the arbitrator, the arbitrator will determine payment of the costs of the reporter and transcripts.

(k) The time limits specified in the preceding sections may be extended by agreement of both parties. A day is considered in this Article to be a workday (Monday through Friday) excluding any holiday.

(l) The Association shall provide the City with the names of the three members of the Association's Grievance Committee and, should they be replaced, keep the City informed of their successors. If he/she so wishes, an aggrieved employee may be accompanied by one (1) member of the Association's Grievance Committee at any and each stage of the grievance procedure, subsequent to the informal discussion with his/her supervisor. If he/she wishes, the aggrieved employee may present his/her grievance while on duty.

(m) Nothing contained herein shall preclude an employee, with or without representation, from bringing a problem not covered herein through the chain of command to the Chief of Police and then to the City Manager on an informal and oral basis.

(n) All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) days from the date of filing.

ARTICLE 28. AMENDING PROCEDURES:

If either party desires to modify or change this Agreement, it shall, no later than February 1 of any year, give written notice to the other party of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become and be a part of this Agreement, the effective date to be as mutually agreed. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other

terms of this Agreement.

ARTICLE 29. SAVINGS CLAUSE:

(a) This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices, side letters and memoranda of understanding not expressly identified and extended in writing beyond June 30, 2011 by the parties to this Agreement which extension will not exceed the term of this Agreement and concluding all negotiation during the term of this Agreement, except as provided in Article 28. The City or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.

(b) Should any provisions of this Agreement be found to be in contravention of any Federal or State Law or the Reno City Charter, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

(c) Should any provisions of this Agreement be in conflict with the Rules and Regulations of the Reno Civil Service Commission, this Agreement shall remain in full force and effect until otherwise cancelled or amended.

ARTICLE 30. DURATION OF AGREEMENT:

This Agreement shall be in full force and effect July 1, 2011 and shall continue in force through June 30, 2013. It shall be automatically renewed from year to year thereafter unless amended by the parties.

Any employee who separates or retires from employment prior to a successor agreement being ratified by both parties shall be deemed to have retired under the terms of this agreement for the purpose of determining benefits and compensation. Any such employee shall not lose any benefit that may be decreased or eliminated by the successor agreement. Any such employee will not be eligible to receive any increase in benefits under a successor agreement unless specifically provided for in the successor agreement.

ARTICLE 31. DISCIPLINE/DISCHARGE:

(a) That all discipline including discharge shall be for just cause, and shall be imposed without unreasonable delay, subject only to the need for thorough investigation.

(b) That "just cause" for any discipline as defined hereinafter, including discharge, is subject to appeal and review under the procedures set out below, expressly including final and binding arbitration.

(c) (1) The term "discipline" as used herein shall include discharge, demotion, suspension and written reprimands; provided, however, that a formal written letter of reprimand shall only be subject to review by the Chief of Police and not subject to arbitration. The Chief, upon completion of his review may withdraw, modify or affirm the letter of reprimand. At any time, the affected employee may submit a written statement responding to the letter of reprimand and such statement shall be included in the official department and/or divisional personnel file(s). As used herein, "formal letter of reprimand" or "letter of reprimand" is understood and defined as being those letters customarily issued by supervisors advising and reprimanding an employee, of and for certain designated and established specific failure(s) in performance, regarding departmental policies, rules and regulations, and which letters of reprimand are placed in the employee's official department and/or divisional personnel file(s).

(2) Letters of reprimand will be effective for a period of twelve (12) months following date of incident and, provided there are no intervening reprimands or more severe disciplinary action having a same or similar relationship to the original incident, thereafter shall be of no further effect and shall be removed from files upon request of the affected employee.

(3) The Chief and the Association shall meet and establish a form or format to be used for the purpose of letters of reprimand.

(d) Each regular employee who has been disciplined shall have the option of pursuing the appeal procedures set out below, subject to the Association's right to be a participant in all arbitration proceedings, or Civil Service remedies for

reviewing the discipline imposed. Any employee choosing to pursue remedy under Civil Service, waives his/her right to pursue the arbitration appeal procedures available at the City Manager's level and above as delineated below, and such remedy shall no longer be available to that employee. The City will require that an employee pursuing the appeal procedures in this Article sign a waiver of the right to pursue Civil Service remedies.

(1) If the employee elects to appeal to the Civil Service Commission, then a hearing will be conducted in accordance with the rules of the Commission.

(2) In cases where the employee has chosen to go to arbitration without the concurrence of the Association, the employee shall be liable for the normal shared costs of arbitration.

(e) The City and the Association agree to use the Discipline Review Board process, as outlined in Departmental Policy, to recommend discipline to the Chief of Police. Both parties agree to negotiate any changes to the current process prior to implementation. When a recommendation for discipline has been made as the result of an internal investigation, the employee has the option of accepting the recommended discipline or requesting an appeal. Generally the employee's immediate supervisor will notify the employee of the recommendation for discipline.

(1) If the employee elects to appeal, he shall notify the Chief of Police, in writing or by email, within ten (10) working days after receiving the notification of discipline. The employee and/or his two (2) designated representatives may review investigative files, recommendations, documents and other evidence pertaining to the case, as well as the employee's personnel files, prior to each of the appeal hearings. Any employee or his representative, if electing to appeal, may obtain a copy of the entire Internal Affairs investigative file of the subject investigation.

(A) Within ten (10) working days after receipt of the appeal request, the Chief of Police shall examine the relevant evidence and shall schedule a meeting with the aggrieved party and representative,

if any, for the employee to present evidence on his behalf.

(B) The Chief of Police shall, within five (5) working days of the meeting, render a decision and reasons therefore in writing to the aggrieved party and the Association President.

(2) City Manager Level. If the aggrieved party is not satisfied with the disposition of the appeal at the Chief of Police level, the aggrieved party shall, within ten (10) working days, submit an appeal, in writing, to the Reno City Manager. Any regular employee of the bargaining unit being disciplined and electing the appeal procedure as delineated in section (e) of this Article, except those being discharged, shall remain in pay status and shall not have discipline imposed pending the outcome of the appeal at the City Manager level.

(A) Upon receipt of the appeal request, the Reno City Manager or his designee shall, within ten (10) working days, schedule a hearing with the aggrieved employee and the Association for the employee to present evidence on his behalf. Evidence, testimony and information relevant to the case, including mitigating circumstances, may be presented by the affected employee and his representatives.

(B) Within ten (10) working days after the hearing, the City Manager or his designee shall render a decision and reasons therefore, in writing, to the aggrieved party and to the Association President.

(4) Arbitration. If the aggrieved party and the Association do not agree with the City Manager's decision, the Association shall, within ten (10) working days of the date of the City Manager's response, notify the City Manager in writing if the Association wishes to take the appeal to arbitration. The City Manager or his designee and the Association shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators shall be made by the Association to the Federal Mediation and Conciliation Service. Costs and expenses for arbitration shall be borne equally by the parties.

(A) The arbitrator so selected shall schedule a hearing as soon as possible and, unless extended by mutual agreement, shall issue his report not later than thirty (30) days from the date of hearing or the date of receipt of briefs from the parties.

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

(C) The arbitrator's decision shall be submitted in writing to the aggrieved party, Director of Human Resources, and the Association, and shall set forth his finding of fact, reasoning, and decision on the issues submitted. The arbitrator's decision shall be final and binding except as herein otherwise provided and shall be consistent with the law and with the terms of this Agreement. The parties shall make reasonable efforts to schedule arbitration as quickly as possible.

(f) Discharge. Any regular employee of the bargaining unit being discharged shall remain in pay status pending the outcome of a pre-termination hearing before the Chief of Police. A pre-termination hearing is an informal hearing before the Chief of Police, where the employee will be given the right of Association representation to give his answer to the charge and give his/her "side of the story." In the event that the Chief elects to terminate the employee and the employee elects to appeal, he may appeal to either the City Manager or Civil Service. Notice of such appeal must be in writing or e-mail. A hearing will be scheduled as quickly as possible with the City Manager or his designee.

(g) (1) Disciplinary actions other than letters of reprimand shall be sealed upon written request by the employee to the Chief of Police with a copy to the Human Resources Department according to the following schedule:

(A) Suspension of less than three (3) days, without recurrence, three (3) years from the date of the incident giving rise to the suspension;

(B) Suspensions of three (3) days or more, with no recurrence, five (5) years from the date of the incident giving rise to the suspension.

(2) It is the intent of the parties that "recurrence" shall mean repetition of the same or similar act, error, or omission on the part of the employee as provided for in the Department Operations Manual or in the Civil Service Rules. The City agrees that arbitrary or capricious application of this definition of "recurrence" shall be subject to the grievance procedure.

(3) Sealing shall include sealing of all memos, letters, correspondence, complaint forms and any other written material pertaining to the disciplinary action.

(4) Sealing shall not include the sealing of any material related to criminal offenses for which the employee was charged except in concurrence with the sealing or expungement of criminal charges by a court of competent jurisdiction, or except in the event of complete exoneration of the employee by the court.

(5) The City Human Resources Department shall be notified in all cases where sealing of disciplinary action is taken, and Human Resources Department file copies will be sealed accordingly.

(6) The sealed action shall not be held to discriminate against the employee in any subsequent disciplinary action, or in the event of impending promotion, merit step raise, transfer, request for educational leave, modification of duties, vacation selection, application for other employment, or against any other action the employee may take for his personal improvement or betterment.

(7) Once sealed, the file shall not be opened unless the employee requests such unsealing -- and then only for examination by the person or persons which the employee specified, or at the direction of the Chief of Police who may deem it necessary. In any case, the employee is to be notified of the opening of the sealed file and the reasons therefore.

(h) Subject only to the Association's exclusive right to initiate arbitration (except as provided in (d)(2)), an employee shall have the right to be represented by up to two (2) representatives of his/her choice at each step of the appeal process described in this Article, provided that one representative shall be designated as the employee's spokesperson.

The City shall also designate a single spokesperson to present the City's side of the case to the arbitrator. Representatives of the employee may be other members of the bargaining group, attorneys, persons who are not employed by the City, non-sworn City employees, or any other persons selected by the affected employees or the Association. The purpose of the employee's representative shall be to provide representation and assistance to the employee. Where there is a fiscal impact on the Association, the Association has the exclusive right to final approval over a paid representative.

(i) The subject employee and the Association shall be notified prior to the initiation of a formal investigation determined necessary by the Police Department of any bargaining unit employee when such advanced notice to the employee and the Association will not jeopardize any necessary, ongoing ADI (Administratively Directed Investigations) or IA (Internal Affairs) investigations of alleged employee misconduct.

(j) Unit peace officers shall be afforded all rights guaranteed under NRS Chapter 289.

ARTICLE 32. RELEASE TIME:

(a) There shall be established a release time bank for the use of designated Association officers for Association business. This release time bank shall be in addition to release time provided for representation activities pursuant to this Agreement and NRS 288. Any unused hours in the bank will carry over from year to year.

(b) The City shall contribute release time at the rate of four hundred (400) hours total per contract year to be used for all three units.

(c) The Association shall provide the City with a list of Association officers authorized to use release time.

(d) The use of release time shall be subject to reasonable prior notice and approval based on the staffing needs of the department. Approval shall not be unreasonably denied, but the decision to grant or deny a request for use of release time shall not be grievable under Article 28 of this Agreement. Only one (1) member of a police team may use release time at any one time.

(e) No overtime compensation shall be paid for hours spent on release time. Release time shall be treated the same as other forms of paid leave for purpose of determining eligibility for overtime compensation.

ARTICLE 33. LABOR-MANAGEMENT COMMITTEE:

The parties agree to the establishment of a permanent Labor-Management Committee. The Committee shall include three (3) members designated by and representing the Police Department Administration and three (3) members designated by and representing the Association, who shall serve without loss of compensation. Committee meetings shall ordinarily be held monthly, or more often as needed, at a regularly scheduled time. Association members of the Committee shall be allowed department time preceding the Committee meetings to study agenda items and issues. The Labor Relations Administrator or his designee shall attend committee meetings when issues affecting labor relations administration, such as disciplinary issues and contract issues, are to be discussed.

The Association and the Chief of Police will meet in this forum to jointly develop recommendations for submission to the Civil Service Commission for modifications to the existing promotional procedures.

Other items the Association wishes to discuss regularly shall include, but not be limited to, the following:

1. Labor issues and contractual items.
2. Working conditions.
3. Patrol and problems encountered by its supervisors.
4. Detectives and problems encountered by its supervisors.
5. Supervisor morale.
6. Problem solving and grievance prevention.

ARTICLE 34. Special Events

(a) The Hot August Nights special event may require the Chief of Police or his designee to schedule employees to work overtime hours. These hours may include cancellation of consecutive days off, extended shifts and/or modified shifts.

(b) All overtime during the Hot August Nights special event shall be at one and one-half (1.5) times the regular hourly rate of pay. In order to qualify for HAN overtime pay, the specific hours must be related to the event. Employees working on a scheduled regular day off shall be assigned eight (8) hour shifts, at the minimum.

(c) For all special events, shift differential will be paid pursuant to Article 23.

(d) Other special events may require the involuntary scheduling of employees to work overtime on their regularly scheduled days off. In lieu of a threshold percentage for involuntary scheduling on days off, the City and Association will immediately open negotiations for the limited purpose of negotiating overtime pay and benefits (for the particular special event) whenever the City opens special event pay negotiations with the RPPA.

ARTICLE 35. ASSOCIATION BULLETIN BOARD, SUPPLIES AND SERVICES:

The Association may maintain one bulletin board in the Central Police Station and one bulletin board in each District Station for posting Association notices and other information. Said bulletin boards shall be no larger than four feet by four feet (4'x4') in size and identified as the RPSAE bulletin board. Said bulletin board will be in a reasonable location and easily accessible.

Association Officers or their designees may use City computers, e-mail, phones, copy machines and supplies for Association business. However, these supplies and services may not be used to mass produce political or other literature, or to do phone solicitation.

The City will allow the Association to maintain one four drawer filing cabinet and the Association ballot box at the Central Police Station in a reasonable location.

ARTICLE 36. ASSOCIATION USE OF CITY BUILDINGS:

The Association may use City conference rooms for Association meetings. The use of City meeting facilities requires reasonable advance request to the appropriate City official and the availability of the requested meeting facility. No such meeting shall be allowed to interfere with normal City activities. Provided that the City facility is not damaged or otherwise used in a manner that requires the City to expend funds to repair or clean the facility as a direct result of the meeting, no charge will be made to the Association.

ARTICLE 37. LAYOFF:

A. LAYOFF

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

a. Layoffs of employee(s) covered by this agreement shall be based on seniority in the job classification.

(1) The least senior employee in the targeted job classification shall be first to be laid off provided, however, that no confirmed employee shall be laid off while there are probationary employees serving in the same job classification.

(2) Seniority in a job classification shall be defined as years of continuous time in grade, Department wide.

(a) Years of continuous time in grade shall commence on the employee's "start-in-class" date and end on the date the employee vacates the classification, less adjustments for unpaid leaves of absences of more than ten (10) consecutive working days.

(b) No credit shall be allowed for time spent under temporary appointment.

(c) Time spent under a provisional appointment shall be credited in computing total service of any employee whose regular appointment has been approved by the Civil Service Commission.

b. Should seniority in the job classification be the same, then, placement on the promotional list shall be the determining factor.

2. The City will notify the employee(s) affected and provide the Association with a list of employees to be laid off at least thirty (30) working days prior to the effective date of any layoff.

3. Employees laid off pursuant to the above shall have such bumping rights as may be provided under the Civil Service Rules and Regulations. The City and the Association agree to meet to discuss any proposed changes to the Civil Service Rules and Regulations governing bumping rights.

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 from which laid off.

a. Persons whose names are placed on a layoff register shall be recalled according to his/her Department 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/her name removed from the layoff register.

3. 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 Association. The individual must notify the department head of his/her 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/her latest mailing address.

4. The following provisions shall apply upon recall or return to active City service immediately following a layoff:

a. 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.

b. 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.

C. SENIORITY LIST

1. The City shall provide the Association with a current list of bargaining unit members by classification, sorted by seniority date within classification and Department wide seniority, annually upon written request.

2. Only employees newly added to the seniority list will have an opportunity to object to their seniority placement fifteen (15) days after the Association has received the requested seniority list.

D. VACATION AND SICK LEAVE BANKS

1.Upon layoff, vacation and sick hours accumulated but

unused at the time of layoff shall be available for cash out as provided in Articles 9 and 10 of this agreement. If this option is selected, the laid off employee's vacation and sick leave banks shall cease to exist.

2. As an alternative, upon layoff, an employee may request that the hours accumulated but unused in his/her vacation and sick leave banks at the time of his/her layoff be held and credited to him/her upon his/her recall. If this option is selected, no cash out shall occur.

(a) At anytime prior to his/her recall, an employee may elect to enact D.1. above, at which point all cash out provisions of D.1. will apply.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives this 26th of OCTOBER, 2011.

RENO POLICE SUPERVISORY AND ADMINISTRATIVE EMPLOYEES - SUPERVISORY GROUP

By: _____
RPSAE

CITY OF RENO

By: _____
MAYOR

WITNESSETH:

_____

_____

ATTEST:

By: _____
DEPUTY CITY CLERK

CITY OF RENO CORPORATE SEAL WASHOE COUNTY, NEVADA

APPROVED AS TO LEGAL FORM:

_____, Deputy
City Attorney

APPENDIX A

LIST OF ARBITRATORS
RPSAE BARGAINING UNITS

NAMES PROPOSED BY ASSOCIATION
AND ACCEPTABLE TO CITY:

Wilma Rader
Paul Stadahaur
Catherine Harris

NAMES PROPOSED BY CITY AND
ACCEPTABLE TO ASSOCIATION:

Barbara Chvany
Barry Winograd
Geraldine Randall
Gerald McKay

APPENDIX B-1

SALARY SCHEDULE FOR
THE RENO POLICE SUPERVISORY AND ADMINISTRATIVE EMPLOYEES ASSOCIATION

SUPERVISORY UNIT
(SERGEANTS)

FROM THE FIRST FULL PAY PERIOD IN JULY 2011 THROUGH JUNE 2013

CLASSIFICATION TITLE	LEVEL I	LEVEL II	LEVEL III	
Sergeant	41.6244	45.2984	48.0164	Hourly Rate
	3,329.95	3,623.87	3,841.31	Bi-Weekly
	86,578.72	94,220.60	99,874.05	Annual