

FILED
October 7, 2025
State of Nevada
E.M.R.B.
1:30 p.m.

1 Ronald J. Dreher
2 NV Bar No. 15726
3 DREHER LAW
4 P.O. Box 6494
5 Reno, NV 89513
6 Telephone: (775) 846-9804
7 ron@dreherlaw.net
8 *Attorney for Petitioner*

9
10 **BEFORE THE STATE OF NEVADA**

11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 RENO POLICE SUPERVISORY AND
13 ADMINISTRATIVE EMPLOYEES
14 ASSOCIATION,

Case No.: 2025-020

Petitioner,

Panel:

15 vs.

16 CITY OF RENO,

Respondent.

17
18 **PETITION FOR DECLARATORY ORDER**

19 **COMES NOW**, Petitioner RENO POLICE SUPERVISORY AND
20 ADMINISTRATIVE EMPLOYEES ASSOCIATION, by and through its undersigned
21 attorney, hereby files its Petition for Declaratory Order. This Petition is filed in accordance
22 with NAC 288.380. Accordingly, Petitioner hereby petitions as follows:

23
24 **I. THE PARTIES**

25 Petitioner Reno Police Supervisor and Administrative Employees Association
26 ("RPSAE") is an employee organization as defined in N.R.S. 288.040. It is the recognized
27 bargaining unit for supervisory police officers employed by the City of Reno. Respondent
28

1 City of Reno (“City”) is the largest municipality in Northern Nevada which oversees the Reno
2 Police Department and its employees. The City is a political subdivision of the State of
3 Nevada and a local government employer under NRS 288.060. The City’s mailing address is
4 1 E. First Street, P.O. Box 1900, Reno, NV 89505.

5 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

6
7 The Board is authorized to provide the requested declaratory order pursuant to NRS
8 233B.120 and NAC 288.380. Specifically, NAC 288.380 defines that “Any recognized
9 employee organization . . . may petition the Board for a declaratory order regarding the
10 applicability or interpretation of any statutory provision or of any regulation or decision of the
11 Board.”

12
13 The RPSAF and the City are parties to a collective bargaining agreement (“CBA”) that
14 contains all subjects of mandatory bargaining required by NRS 288.150. NRS 288.270(1)(e)
15 holds in part that it is a prohibited practice for a local government employer to “Refuse to
16 bargain collectively in good faith with the exclusive representative as required in NRS
17 288.150. Bargaining collectively includes the entire bargaining process, including mediation
18 and fact-finding, provided for in this chapter.” This Board has mandated that there “is an
19 ongoing duty to act in good faith that extends throughout the duration of the CBA. See e.g.,
20 NRS 288.270(1)(e) and NRS 288.032.” Nevada Service Employees Union, vs. Southern
21 Nevada Health District, No. 2024-009, Item No. 903 (EMRB Nov. 21, 2024).

22
23
24 The Nevada Supreme has recognized that this Board “has exclusive jurisdiction over
25 unfair labor practice issues” and has defined an unfair labor practice to include “unilaterally
26 changing a subject of mandatory bargaining.” Reno v. Reno Police Protective Ass'n, 118 Nev.
27 889, 895, 59 P.3d 1212, 1217 (2002) (citing Rosequist v. Int'l Ass'n of Firefighters Local
28

1 1908, 118 Nev. 444, 448, 49 P.3d 651, 653 (2002) and NRS 288.280). The Reno Police
2 Protective Ass'n decision affirmed this Board's holding related to unilateral changes to
3 mandatory topics of bargaining. In addition, the Nevada Supreme Court has held that one of
4 this Board's functions "is to determine whether a matter falls within the scope of mandatory
5 bargaining." Id. (citing Clark Co. Sch. Dist. v. Local Gov't, 90 Nev. 442, 446, 530 P.2d 114,
6 117 (1974)). This Board has held that "an employer may create, by practice over a substantial
7 period of time, a term or condition of employment which it is obligated to continue, subject to
8 negotiation." Reno Police Protective Ass'n, 118 Nev. at 900, 59 P.3d at 1220 (citing Ormsby
9 County Education Assoc. v. Carson City School Dist., No. A1-045527, Item No. 311, at 8
10 (EMRB Apr. 1, 1993)).
11

12
13 **A. ISSUES TO BE DECIDED**

14 The RPSAE is seeking a declaratory order related to the City's attempt to unilaterally
15 implement fit-for-duty examinations prior to permitting an RPSAE member to return to duty
16 following administrative leave. NRS 288.150(1) states that government employers must
17 negotiate with employee organizations concerning mandatory subjects of bargaining. NRS
18 288.150(2) provides a list of these subjects, which includes "discharge and disciplinary
19 procedures" in subsection (i), "Protection of employees in the bargaining unit from
20 discrimination because of participation in recognized employee organizations consistent with
21 the provisions of this chapter" in subsection (m) as well as "Safety of the employee" in
22 subsection (r). See also Reno Police Protective Ass'n, 118 Nev. at 900, 59 P.3d at 1220.
23
24

25 In the present matter, the RPSAE is requesting a declaratory order holding that it is a
26 prohibited practice for the City to make unilateral changes to the above-mentioned mandatory
27 topics of bargaining. Here, the City placed RPSAE member Sergeant Vince Robles on
28

1 administrative leave in November 2024 following an alleged off-duty incident. As detailed in
2 Reno Police Protective Ass'n case cited supra, the City may not discipline an employee for
3 off-duty conduct that does not meet very specific criteria known as the "Robertson criteria."
4 See Reno Police Protective Ass'n, 118 Nev. at 892 59 P.3d at 1215 (holding that the
5 "Robertson criteria" defines when police officers can be disciplined for off-duty misconduct,
6 and includes only (a) identifying oneself as a police officer, thus placing himself/herself on
7 duty, (b) the use of any tools of the police officer trade, such as handcuffs, gun, badge,
8 identification, etc., and (c) did a third person know the individual as a police officer or
9 identified the individual as a police officer.).
10

11 The City investigated the incident, and it was determined that Sgt. Robles would not be
12 and could not be disciplined. This was reiterated by Assistant City Attorney Mark Dunagan in
13 a September 11, 2025, letter to an RPSAE attorney where he stated, "Sgt. Robles is not being
14 disciplined for his off-duty conduct last November, and will not be disciplined for it." **Exhibit**
15 **1.** Notwithstanding this finding, and the fact that Sgt. Robles was continued on administrative
16 leave solely due to a pending internal administrative investigation, the City has refused to
17 permit Sgt. Robles to return to full duty status after this determination. Rather, the City is
18 instead requiring that Sgt. Robles remain on administrative leave until such time as he agrees
19 to submit to a fit-for-duty examination. This requirement to submit to a fit-for-duty
20 examination as a condition of employment has never been required of any RPSAE covered
21 employee placed on administrative leave for off-duty conduct and the City can point to no
22 language in the CBA or policy or procedure that would permit it to require Sgt. Robles to do
23 so in this instance. The City now requiring Sgt. Robles to undergo this examination is a
24 change in the long-standing past practice between the parties regarding an RPSAE covered
25
26
27
28

1 member returning to full duty at the completion of an internal investigation where no
2 discipline is meted out to the involved employee.

3 **1. Discharge and Disciplinary Procedures**

4 Article 31(a) of the CBA mandates that “all discipline including discharge shall be for
5 just cause.” In addition, subsection (d) of this same article defines that “suspension” is a form
6 of discipline. In this case, since the City has completed its internal investigation and
7 determined that it could not discipline Sgt. Robles, the fact that it is maintaining him in a paid
8 administrative leave status is equivalent to a suspension without just cause. The term
9 “suspension” as used in the CBA does not differentiate between paid and unpaid suspension,
10 and the City’s action to keep Sgt. Robles on paid administrative leave, despite having
11 determined that he cannot be disciplined, is clearly discipline. **Exhibit 2 at p. 32.** The City has
12 failed to follow any of the outlined steps in the CBA that are required prior to taking this
13 disciplinary measure against Sgt. Robles, and this is clearly a unilateral change to a mandatory
14 topic of bargaining. NRS 288.150(2)(i). Further, the City’s act of illegally continuing to
15 transfer Sgt. Robles from his assignment to a paid administrative leave position is a transfer
16 for punishment and violates Article 31(k) which mandates all RPSAE covered members shall
17 be afforded their rights under NRS Chapter 289.

18
19
20
21 The City unilaterally continued the transfer of Sgt. Robles to this administrative
22 position, after the conclusion of the internal administrative investigation, and did so without
23 first negotiating such a change with the RPSAE, which is a *per se* prohibited practice. In
24 Charles Jenkins; Las Vegas Police Managers and Supervisors Association vs. Las Vegas
25 Metropolitan Police Department, Case No. A1-046020, Item 775A (EMRB Jan. 24, 2013), this
26
27
28

1 Board reiterated its holdings regarding the unilateral changes to mandatory topics of
2 bargaining when it held that,

3 “In City of Reno, the Nevada Supreme Court affirmed that it is a
4 violation of the Act of an employer to depart from the bargained-for
5 disciplinary process without first bargaining over the change with the
6 recognized bargaining agent. 118 Nev. 899-901, 59 P.3d 1219-1220.
7 Authority arising under the National Labor Relations Act holds that
8 these types of changes to collective bargaining agreement violate both
9 section 8(a)(1) and 8(a)(5) of the National Labor Relations Act.
10 N.L.R.B. v. Southwestern Elec. Co-op., Inc. 794 F.2d 276, 278 -279
11 (7th Cir. 1986). This Board has likewise held that this type of conduct
12 violates both NRS 288.270(1)(a) and NRS 288.270(1)(e). Boykin v.
13 City of North Las Vegas Police Dept., Item No. 674E, Case No. AI-
14 045921 (2010). This Board has repeatedly reaffirmed the principle that
15 ‘unilateral changes by an employer during the course of a collective
16 bargaining relationship concerning matters which are mandatory
17 subjects of bargaining are regarded as *per se* refusals to bargain.’
18 Operating Engineers, Local 3 of the International Union of County of
19 Lander, Item No. 346, Case No. AI-045553, (1994); see also N. L. R.
20 B. v. Katz, 369 U.S. 736 (1962).”

21 Id. at 7:10-23.

22 In addition, the City is now requiring, as a condition of his employment, that Sgt.
23 Robles undergo a fitness-for-duty that may or may not result in discipline. The City’s own
24 attorney admitted that the City is predicating Sgt. Robles’s employment on this fitness-for-
25 duty examination. Mr. Dunagan clarified in his September 11, 2025, letter that “Chief Nance
26 is amenable to Sgt. Robles returning to work, assuming he is properly prepared for duty” and
27 “Though Chief Nance will welcome Sgt. Robles to return to duty if he is fit do so, it is our
28 position that the Department can only reasonably return him to a duty status once it is satisfied
that he has sufficiently recovered from that state.” **Exhibit 1.** By keeping Sgt. Robles on
administrative leave, the City is making a unilateral decision that Sgt. Robles shall be
indefinitely suspended, languishing on administrative leave, unless he obtains a mental fitness

1 for duty examination. However, once the City knew that it was not able to discipline Sgt.
2 Robles, and concluded it would not do so, he should have been immediately returned to his
3 full-duty status as has been the practice with all other RPSAE covered members placed on
4 administrative leave once an investigation is completed without discipline. The City's desire
5 to force Sgt. Robles to undergo a fit-for-duty examination that may result in punitive action, as
6 a condition of his employment, is a clear violation of Article 31 of the CBA and is a unilateral
7 change to the discipline discharge procedures that was not negotiated with the RPSAE.
8

9 **2. Discrimination based on Association Representation**

10 In addition to the unilateral change to the discipline discharge procedures, the City's
11 action to maintain Sgt. Robles on administrative leave violates NRS 288.150(2)(m) as it
12 amounts to discrimination for choosing to be represented by the RPSAE.
13

14 Article 5(a) of the CBA defines that "The City will not interfere with or discriminate in
15 respect to any term or condition of employment against any employee covered by this
16 Agreement because of membership in or legitimate activity as required in this Agreement on
17 behalf of the members of this bargaining unit, nor will the City encourage membership in
18 another employee organization." The RPSAE represented Sgt. Robles during the
19 administrative investigation that concluded with no discipline followed by the illegal
20 continuation of the City imposed administrative leave. At the conclusion of this investigation,
21 the RPSAE was made aware that the City was attempting to force Sgt. Robles to undergo a
22 fitness-for-duty examination as a condition to permit him to return to a full-duty status. The
23 RPSAE representatives immediately intervened and advised the City that it believes this
24 condition violates Sgt. Robles's rights under the CBA and represents a unilateral change to
25 various mandatory topics of bargaining. In response, the City has stated that it can mandate
26
27
28

1 this examination under a “right of management,” but has failed to provide any such legal
2 authority for this claim. Moreover, the City’s act to maintain Sgt. Robles on administrative
3 leave is directly related to the RPSAE’s actions to represent him and prohibit the City from
4 violating his rights. The fact that the City refuses to permit Sgt. Robles to return to work is
5 based at least partially on the fact that the RPSAE is disputing the City’s ability to mandate the
6 fitness-for-duty examination. In maintaining Sgt. Robles in this status, the City has made
7 another unilateral change to a mandatory topic of bargaining, the portion related to
8 discrimination based on union activities, as there is nothing the CBA that permits the City to
9 take such actions against Sgt. Robles when he has sought RPSAE representation. This Board
10 has already determined that such a unilateral change is a prohibited practice. Reno Police
11 Protective Ass’n, 118 Nev. at 895, 59 P.3d at 1217; Rosequist, 118 Nev. at 448, 49 P.3d at
12 653; NRS 288.280.

15 **3. Safety of the Employee**

16 The safety of the employee is a mandatory topic of bargaining under NRS
17 288.150(2)(r). The parties have negotiated this mandatory subject related to fitness-for-duty
18 examinations in Article 11 of the CBA that expressly applies solely to On-The-Job Injury
19 covered under NRS 616. This is the only place in the CBA that addresses the City’s ability to
20 require a fitness-for-duty examination prior to allowing an employee to return to full-duty but
21 clearly shows the City is aware that it must negotiate matters involving the safety of
22 employees. Subsection (j) of this article specifies that “The City may elect to send an
23 employee to a doctor of its choice at its expense to examine the employee to determine the
24 employee’s prognosis for returning to work. It is understood by the parties that the City’s
25 choice of physician will be a specialist in their field to eliminate the problem with conflicting
26
27
28

1 opinions. The intent of this second opinion is to determine staffing and encourage
2 rehabilitation of the employee.” **Exhibit 2 at p. 14.** The City has not made any other effort to
3 negotiate language into the CBA that would permit it to require an RPSAE covered employee
4 submit to an examination before being permitted to return to work from administrative leave
5 related to an internal investigation or for any other reason than an On-The-Job Injury. Rather,
6 it is now attempting to unilaterally require Sgt. Robles to obtain a prognosis on his ability to
7 return to work based solely on the City placing him on administrative leave pending an
8 administrative investigation and/or for safety reasons not based on the Article 11 expressly
9 negotiated topic.
10

11 In a further attempt to justify its mandate that Sgt. Robles undergo the fitness-for-duty
12 evaluation, the City claims it has the unilateral right to do so under NRS 288.150(3)(c)(1) as it
13 concerns work performance standards. **Exhibit 1.** This statute provides that the employer has
14 the right to determine “Appropriate staffing levels and work performance standards, **except**
15 **for safety considerations.**” (Emphasis added). There is no question that while the City may
16 establish work performance standards, it cannot unilaterally do so for any standard that relates
17 to the safety of the employee. This is solidified in NRS 288.150(2)(r) which requires that
18 issues related to the safety of the employee are a mandatory topic of bargaining. In fact, Mr.
19 Dunagan clarified in his letter that requiring a mental health assessment is “no different than
20 requiring an employee in a non-duty status due to physical injury to obtain clearance from a
21 physician in order to return.” **Exhibit 1.** Yet, the City has never negotiated such a requirement
22 for an RPSAE covered member to be permitted to return to work following administrative
23 leave based solely on an internal investigation and/or any reason not impacted by the express
24 topic of Article 11. Therefore, the City’s unilaterally requirement set forth in Mr. Dunagan’s
25
26
27
28

1 statements conflicts with the parties previously negotiated language that only permits a fit-for-
2 duty examination following an on-the-job injury. **Exhibit 2 at p. 14.** What the City fails to
3 recognize is that this board has already determined that testing such as this, based on things
4 such as safety considerations, is a mandatory topic of bargaining and this has been settled law
5 since 1978. In Henderson Police Officers Association vs. City of Henderson, Case No. A1-
6 045314, Item 83 (EMRB August 9, 1978), this Board defined the term “safety” when related
7 to a condition of employment is anything “related to the personal safety of each officer, fellow
8 officers and the general public” and is a mandatory subject of bargaining under NRS
9 288.150(2)(r). Given the facts here, where the City is conditioning Sgt. Robles’s employment
10 on completing a fitness-for-duty examination, this is clearly and undeniably a mandatory topic
11 which requires negotiation before it may be implemented.
12

14 **III CONCLUSION**

15 As stated herein, the City’s actions are unilateral changes to mandatory topics of
16 bargaining as outlined in NRS 288.150(2). These actions have all been addressed in previous
17 decisions by the Board, some of which have been affirmed by the Nevada Supreme Court, and
18 a declaratory order is appropriate here. See e.g. Reno Police Protective Ass’n, 118 Nev. 889,
19 59 P.3d 1212; Rosequist, 118 Nev. 444, 49 P.3d 651; Charles Jenkins, Case No. A1-046020,
20 Item 775A; Operating Engineers, Item No. 346, Case No. A1-045553; Henderson Police
21 Officers Association, Case No. A1-045314, Item 83; NRS 288.280.
22

23 **Wherefore**, the RPSAE seeks a declaratory order from this Board to find that the
24 actions taken by the City against Sergeant Robles and the RPSAE constitute prohibited
25 practices under NRS Chapter 288 and prays for relief as follows:
26
27
28

- 1 a. A finding that the conduct of Respondent as referenced herein constitutes
2 prohibited practices under Chapter 288 of the Nevada Revised Statutes;
- 3 b. A finding that Respondent made unilateral changes to NRS 288.150(2)(i, m, r)
4 which are mandatory topics of bargaining;
- 5 d. An order requiring Respondent to comply with NRS 288.150 and cease making
6 unilateral changes to the CBA and to mandatory topics of bargaining.
- 7 e. An order requiring Respondent to immediately reinstate Sergeant Robles to full
8 duty;
- 9 h. An order requiring Respondent to pay the Petitioner's reasonable attorney and
10 representatives' fees and expenses in bringing this action; and
- 11 h. Any and all other relief that the Employee Management Relations Board deems
12 appropriate.
- 13
14

15 DATED this 7th day of October, 2025.

16 /s/ Ronald J. Dreher
17 Ronald J. Dreher
18 NV Bar No. 15726
19 DREHER LAW
20 P.O. Box 6494
21 Reno, NV 89513
22 Telephone: (775) 846-9804
23 ron@dreherlaw.net
24 *Attorney for Petitioner*

25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

Exhibit No.	Description	No. of Page
1	September 11, 2025, letter from Assistant City Attorney Mark Dunagan	3
2	Collective bargaining agreement between Reno Police Supervisor and Administrative Employees and City of Reno from 2024-2208	49

EXHIBIT 1

EXHIBIT 1

RENO CITY ATTORNEY'S OFFICE

KARL S. HALL

City Attorney

MARK W. DUNAGAN

Deputy City Attorney



JONATHAN D. SHIPMAN

Assistant City Attorney

Mark Kilburn, Esq.
(via email to: kilburnlaw@sbcglobal.net)

September 11, 2025

Re: *Your Client: Reno Police Supervisory/Administrative Employees Supervisory Unit; Return to Duty of Sergeant Vince Robles*

Dear Mark:

Thank you for your and your client's patience as we have tried to resolve the matter of Sergeant Robles's return to work.

RPD Administration wishes to stress that the paid administrative leave status that Sgt. Robles remains in is not intended to be punitive or in any way responsive to the Internal Affairs investigation (or any findings thereof) that initially triggered the admin leave. Sgt. Robles is not being disciplined for his off-duty conduct last November, and will not be disciplined for it. At this time, he remains in paid status, which is not punitive. Chief Nance is amenable to Sgt. Robles returning to work, assuming he is properly prepared for duty.

However, some of the contents of the file for ADI 2024-0016 cause grave concerns that the Administration cannot simply choose to ignore. These concerns are underscored by the rates of suicide among law enforcement officers, which are known to be higher than that of the general public. After reaching a peak of 234 in 2019, public safety suicides declined during the pandemic,

but began to rise again in 2022.¹ Additionally, mental health challenges are known to be the category of life challenge affecting the highest proportion of public safety employees. *Id.*

The Administration's desire for Sgt. Robles to undergo a mental health assessment is not punitive or disciplinary in nature. Rather, it is intended to confirm that Sgt. Robles is capable of dealing with the pressures associated with police work. This is no different than requiring an employee in a non-duty status due to physical injury to obtain clearance from a physician in order to return. There is no requirement that an employer bargain over the discretion to require a doctor's note in that situation, whether or not the underlying injury occurred at work, or whether or not it resulted from work. This is the case even though, theoretically, a failure to physically perform job functions due to physical injury could ultimately lead to separation from employment in the event that an injury caused physical limitations severe enough to preclude job performance.

Similarly, it is our position that the department is not legally required to bargain over a process to confirm that a sworn member returning to duty is mentally fit to return. We know of no distinction in the law between assessing physical capability versus mental capability for that purpose. Through informal discussions, I understand the RPSAE's position to be that, because a fitness for duty examination could potentially result in separation from employment, the City is required to bargain over the process. However, I do not believe that the text of NRS 288.150 supports that position. Per Section 288.150(2)(i), the scope of mandatory bargaining includes "discharge and disciplinary procedures." A fitness for duty exam (or whatever terminology is used to describe the assessment at issue here) is not a procedure for discharge or discipline; it is simply a tool to measure core competencies. A separation following such an assessment, if any, would occur pursuant to established procedures. If anything, I believe the Department's insistence on assuring mental fitness goes directly to the management right of determining work performance standards. If there is a different source of legal authority for the Association's position on this point, I ask that you please direct me to it.

In the interest of discretion, I will not in this communication describe the nature of the evidence in the Department's possession regarding the mental state of Sgt. Rohles last November, but suffice it to say that it is substantial enough to support the inference that, as of that date at least, Sgt. Robles was not in a satisfactory mental state for police duties. Though Chief Nance will welcome Sgt. Robles to return to duty if he is fit to do so, it is our position that the Department can only reasonably return him to a duty status once it is satisfied that he has sufficiently recovered from that state. To date, there has been no such offering whatsoever.

I understand that it is your duty to protect the rights of the sworn members of the RPSAE. I have the utmost respect for that position, and I certainly respect your decision to commence legal proceedings when you and your client believe that the decisions of RPD Admin threaten those

¹ See <https://www.cna.org/our-media/indepth/2024/04/suicide-data-for-public-safety-officers>

rights. I understand that in this instance, legal action will be forthcoming. I just wanted to take the opportunity here to explain RPD's position, as well as its own desire and duty to protect its members, as well as the citizens of this community, by doing our best to ensure that the men and women of the Reno Police Department are in a satisfactory condition to carry out their duties.

Sincerely,

Mark Dunagan,
Deputy City Attorney

EXHIBIT 2

EXHIBIT 2

**LABOR AGREEMENT
JULY 1, 2024 THROUGH JUNE 30, 2027**

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

TABLE OF CONTENTS

RENO POLICE SUPERVISORY AND ADMINISTRATIVE EMPLOYEES
ASSOCIATION
Supervisory Unit

ARTICLE 1. PREAMBLE:..... 1
ARTICLE 2. RECOGNITION: 1
ARTICLE 3. STRIKES AND LOCKOUTS: 1
ARTICLE 4. RIGHTS OF MANAGEMENT: 2
ARTICLE 5. NON-DISCRIMINATION: 3
ARTICLE 6. ASSOCIATION DUES:..... 3
ARTICLE 7. HOURS OF WORK: 4
ARTICLE 8. HOLIDAYS AND HOLIDAY PAY: 6
ARTICLE 9. VACATION: 7
ARTICLE 10. SICK LEAVE: 9
ARTICLE 11. ON-THE-JOB INJURY:..... 11
ARTICLE 12. LEAVE OF ABSENCE:..... 14
ARTICLE 13. MILITARY LEAVE:..... 14
ARTICLE 14. JURY DUTY: 14
ARTICLE 15. RETIREMENT: 15
ARTICLE 16. SALARIES: 15
ARTICLE 17. COMPENSATION UPON PROMOTION: 16
ARTICLE 18. OVERTIME: 17
ARTICLE 19. STANDBY TIME:..... 18
ARTICLE 20. LONGEVITY:..... 19
ARTICLE 21. INSURANCE: 19
ARTICLE 22. UNIFORM ALLOWANCE: 23
ARTICLE 23. SPECIAL PAY PRACTICES:..... 24
ARTICLE 24. TRAINING COURSES AND INCENTIVE PAY: 26
ARTICLE 25. VACANCIES AND PROMOTIONS:..... 28

ARTICLE 26.	WORKING RULES:.....	28
ARTICLE 27.	GRIEVANCE PROCEDURE:	28
ARTICLE 28.	AMENDING PROCEDURES:.....	30
ARTICLE 29.	SAVINGS CLAUSE:.....	31
ARTICLE 30.	DURATION OF AGREEMENT:.....	31
ARTICLE 31.	DISCIPLINE/DISCHARGE:	32
ARTICLE 32.	RELEASE TIME:	36
ARTICLE 33.	LABOR-MANAGEMENT COMMITTEE:.....	37
ARTICLE 34.	SPECIAL EVENTS.....	37
ARTICLE 35.	ASSOCIATION BULLETIN BOARD, SUPPLIES AND SERVICES:.....	38
ARTICLE 36.	ASSOCIATION USE OF CITY BUILDINGS:.....	38
ARTICLE 37.	LAYOFF:.....	39
APPENDIX A-1	43

**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 their 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 their 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 their 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).

(h) Shift Bidding:

1. The Chief of Police or their designee shall have the right to administratively assign probationary personnel in accordance with the needs of the department.
2. Shift bidding for other than probationary Sergeants shall be conducted on a semi-annual basis. Bidding and shift preference shall be based on seniority (time in grade). The shift bid shall be handled by a Deputy Chief or their designee after meeting and conferring with the RPSAE designated representatives.
3. Notification of shift changes shall occur a minimum of fourteen (14) days prior to the shift bidding process beginning. Where possible, the City shall provide thirty (30) days' notice if the change is different from the standard shift bid practice.
4. Notice governing the shift bidding process shall be distributed to the Sergeants a minimum of 30 days prior to a shift change. This notice shall include:

- a. The date the shift change will occur;
 - b. The parameters of the bidding process; and
 - c. The employee's bidding time.
5. Employees shall be assigned to the same area for the bid period. Any movement of personnel from that area shall be pursuant to existing policies and/or practices.
 6. Shift bids shall be done within special assignment areas.
 7. The Chief of Police or their designee shall manage and administer the shift bid process.

ARTICLE 8. HOLIDAYS AND HOLIDAY PAY:

(a) Employees eligible for holiday pay shall receive holiday pay equivalent to their regularly scheduled shift hours for the following holidays when not worked:

New Year's Day (January 1)
 Martin Luther King's Birthday (third Monday in January)
 President's Day (third Monday in February)
 Memorial Day (last Monday in May)
 Juneteenth (June 19)
 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 the equivalent of their regularly scheduled shift 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 the hours equal to one (1) full regularly scheduled shift of paid time off as a floating holiday to be taken during the fiscal year. Effective July 1, 2016, each employee shall be eligible for the hours equal to two (2) full regularly scheduled shifts of paid time off as floating holidays to be taken during the fiscal year. The time during which the employee may take their time off shall be determined by the Chief of Police after giving consideration to the operating requirements of the department.

(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 their 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 their regularly scheduled work hours on a holiday, if eligible for holiday pay, in addition to their holiday pay he/she shall receive one and one-half times their regular hourly rate of pay for each hour or major fraction worked, up to a maximum of their 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 their 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 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 holiday hours worked. The procedure for this election will be by department policy.

ARTICLE 9. VACATION:

(a) An employee shall be paid at their 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.

(b) A regular full-time employee will be granted

vacation benefits as follows:

Years of

Hours of Vacation Earned

<u>Continuous Service</u>	<u>Per Biweekly Pay Period</u>
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 their regularly scheduled biweekly hours.

- (c) Effective January 1, 2021 a regular full-time employee will be granted vacation benefits as follows:

<u>Years of Continuous Service</u>	<u>Hours of Vacation Earned Per Biweekly Pay Period</u>
Less than 5 years	6 hours
5 years but less than 10 years	7 hours
10 years but less than 15 years	8 hours
15 years or more	9 hours

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

(d) 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.

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

(f) An employee's accumulated vacation shall not exceed five hundred forty (540) 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.

(g) 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.

(h) Vacation Cash Out Provision. An employee may, upon request, cash out accumulated but unused regular vacation leave in increments of at least twenty (20) hours, subject to the following:

(1) To be eligible, employees must file a written request with the Chief of Police or their designee.

(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.

(4) Employees cashing out their vacation leave under this Article must leave at least one hundred twenty (120) hours of vacation leave in their bank after having cashed out.

(5) An employee may apply to the Chief of Police if he/she seeks to cash out their vacation leave under the one hundred twenty (120) hours in Section (4) of this Article.

ARTICLE 10. SICK LEAVE:

(a) A full-time regular employee shall be entitled to earn sick leave benefits at the rate of five (5) 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 their 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 their 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 their 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 four hundred fifty (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 one thousand six hundred (1,600) 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 one thousand six hundred (1,600) hours in the bank at the percentage rate indicated.

(2) For employees hired by the City on or after to July 1, 2011, having four hundred fifty (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 one thousand (1,000) hours at their 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) Prior to separation, employees having more than 450 hours of accumulated sick leave may cash out any leave in excess of 450 hours twice during their employment with the Reno Police Department. A maximum of 575 hours may be cashed for each cash out. Any such hours cashed out shall be applied against the maximum hours cash out allowed in subsection (1) or subsection (2) for the purpose of calculation of the final number of hours available for cash out upon separation. Cash outs prior to separation are also entitled to utilize any programs as describe in subsection (3).

(5) For calculation of cash out payment in section(d), 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 those infectious disease vaccinations that are recommended by the Labor-Management Committee and approved by the Chief of Police, including Hepatitis B vaccinations. 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 their immunization deducted from their 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 their 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 their 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 their accumulated sick leave at the rate of one-half ($\frac{1}{2}$) 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 their accumulated vacation time pay at the rate of one-half ($\frac{1}{2}$) 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 their full salary (as defined above) so long as he/she is disabled and receiving workers' compensation benefits and until their 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 their 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 the City of Reno Policy.

ARTICLE 13. MILITARY LEAVE:

(a) Any employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the National Guard must be relieved from the officer's or employee's duties upon the officer's or employee's request to serve under orders as prescribed in NRS 281.145 inclusive.

(b) The City of Reno shall abide by applicable Nevada and Federal laws.

ARTICLE 14. JURY DUTY:

Any employee of the City who is required to serve on any jury shall receive their regular salary during the period of jury service, provided that he/she remit their 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.

1. Each employee shall be eligible to receive a step increase on their anniversary date pursuant to Article 17.

2. Effective the first full pay period in July 2024, the Salary Appendix A 2 shall be increased by four percent (4.0%).

3. Effective the first full pay period in July 2025, the Salary Appendix A 2 shall be increased by four percent (4.0%).

a. The City and the Association agree to reopen this Article 16, Salaries for this year in the event the PERS contribution rate increases.

4. In the event that RPSAE does not trigger its option to reopen this CBA effective June 30, 2026, by February 1, 2026, then effective the first full pay period in July 2026, the Salary Appendix A 2 shall be increased by three percent (3.0%).

5. Public Employees Retirement System (PERS) rate increases/decreases on and after July 1, 2016 will be split equally between the City and the employee. The Salary Table and the salary of each employee shall be considered automatically decreased by one-half (1/2) of any PERS increase

and increased by one-half (1/2) of any PERS decrease.

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

(1) There shall be no less than five percent (5%) between the top step salary range for a Police Officer plus special assignment pay and the entry level of a Sergeant.

(2) There shall be no less than ten percent (10%) between the top step salary range for Police Officer and the entry level salary of a Sergeant.

(3) Any regular employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new salary range which represents at least a ten percent (10%) increase over the employee's current step. In the event that the new range does not have a step that is at least ten percent (10%) higher than the employee's current range, the employee shall be assigned to the highest step in the range.

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

(e) 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.

(f) Article 16 Salaries of the agreement shall be subject to negotiations by the parties in the event there is a recession (defined by the Federal Reserve as two consecutive quarters of negative growth in the United States Economy.)

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. Every subsequent year on the employee's promotional anniversary date they will advance to the next step in their salary range. This will happen automatically unless the City of Reno Human Resources Department is advised by the Chief of Police, or their designee, in writing, that the employee will not be receiving a step raise due to performance which does not meet standards.*

(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/her, or for which he/she is required to return to their 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) 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 (1.5) 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 overtime must have previous authorization of the Chief of Police, or their designee, if compensation therefore is to be effected.

(d) Employees who are scheduled to work a Pre-Designated Crawl or Event Day shall be paid in accordance with Article 34 – Special Events.

(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-twenty (120) hours of compensatory time. Compensatory time off may be allowed and scheduled subject to the convenience of the employee and the Department.

(f) Compensatory Time Cash Out Provision. An employee may, upon request, cash out a minimum of twenty (20) hours of accrued compensatory time up to their maximum accrual. The Compensatory Time Cash Out would be subject to the same conditions as Vacation Cash Out found in Article 9, g(1), g(2), and g(3).

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 sixty (60) minutes of notification by the Chief of Police to handle overtime work which may arise during other than their 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 their 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 Police Department 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 per- cent (.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 their choice on the first day of the month following their 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, and hired before January 1, 2015, 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, and hired before January 1, 2015, 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, and hired before January 1, 2015 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) For those employees hired as a Police Officer on and after January 1, 2015, the employee shall pay bi-weekly, two percent (2%) from a Level 1 Police Officer base salary, as shown in the applicable Salary Appendix. The City shall likewise pay a matching bi-weekly amount of two percent (2%) from a Level 1 Police Officer base salary as shown in the applicable Salary Appendix. Once deducted by the City, the monies shall be placed in the City of Reno Nevada OPEB Trust (Trust), pursuant to NRS 287.017, for those City of Reno Police Officer employees described herein, and deposited into the Trust invested by the Retirement Benefits Investment Fund (RBIF), a component of Nevada State Public Employees' Retirement System (NVPERS). RBIF shall invest same in accordance with state law. The combined contribution from the employee and the City will be taken each pay period for the duration of the employee's career as a City of Reno Police Officer. The amount in the Trust shall not be provided to the employee in an aggregate amount and must only be used for employees who qualify for the post retirement benefits as herein described. The purpose of the Trust is to offset the City's cost for the post retirement health and accident medical insurance for the employee as discussed herein. For any employee who separates with thirty (30) years or more of service as a sworn employee with the Reno Police Department, irrespective of age; or who separates with twenty (20) years of cumulative service as a sworn employee with the Reno Police Department, and who upon separation is in retirement status and who receives retirement benefits under NVPERS, the City will fund one hundred percent (100%) of the post retirement health and accident medical insurance for the employee only premium. The premium payment is to be made for the City's plan for the same employee only coverage plans that the then current employees have until the retired employee reaches eligibility age for federal benefits under Medicare or other existing federal programs.

(n) 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.

(o) 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.

(p) 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.

(q) 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.

(r) Additional Insurance Benefits.

Effective the first full pay period in July 2022, the City shall remit to the Reno Police Supervisory/Administrative Employees Association (RPSAE) the equivalent of two and one half percent (2.5%) of the annual Sergeant's wages at Step 1 per member in biweekly installments. The Association shall utilize these funds to provide health care benefits for eligible members as determined by the RPSAE and in accordance with law.

(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.

(s) 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 their 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 their discretion, may require the employee to return to the City any uniform or parts thereof in their possession at the time of termination.

(b) The uniform allowance shall be at the rate of one thousand eight hundred dollars (\$1,800.00) per year and shall be paid in two (2) semi-annual equal installments with the final payday in June and December. Effective the first full pay period in July, 2021, the base wage shall increase by an additional 1.5% in lieu of any cash sum payment of Uniform Allowance.

(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) 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. 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 their 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, in the amount of eighty five dollars (\$85.00) per pay period.

(f) Shift Differential. The City agrees to six and one-half percent (6.5%) of base pay plus special assignments with the exception to second watch (regular day shift) between 6:00 p.m. and 8:00 a.m.

(1) Any employee working their 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) Employees assigned by the Police Chief, or their designee, to a special assignment such as: Detectives/Investigations; CAO (Community Action Office); Special Events; Regional Narcotics Unit; Human Exploitation and Trafficking; Regional Crime Suppression Unit; Traffic; Training Section; Internal Affairs; Patrol Training Sergeant/Lieutenant; SWAT; CINT; CLEAR; Gang Unit; EOD (bomb unit); Honor Guard; K-9; Administration, and Community Services shall receive special assignment pay in the amount of five percent (5%) of their base wage for the period of time so assigned to perform associated duties.

No individual shall receive compensation under more than one of the above special assignments.

(h) Police Training Supervisor. For the period of July 1, 2016 through June 30, 2017, 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 their base wage for the pay period. Effective July 1, 2017, a Sergeant acting as a PTO/PTS Sergeant for a shift shall receive assignment pay in the amount of five percent (5%) of their base wage for the pay period. No Sergeant receiving special assignment pay shall be eligible for training supervisor pay. This five percent (5%) reduction is in exchange for a five percent (5%) step increase.

(i) Deferred Compensation. Effective July 1, 2025, each employee of the RPSAE whom is an active participant and contributes a minimum of twenty dollars (\$20) per pay period to a City approved Deferred Compensation account will have their contributions matched by the City, not to exceed twenty dollars (\$20) per pay period, capped at the Internal Revenue Services (IRS) amount. If an employee does not have a City authorized Deferred Compensation account, the City will not be required to provide any matching funds.

(1) In the event the RPPA (Reno Police Protective Association) receives an increase to their deferred compensation contribution amount, the RPSAE shall receive the same increase.

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. There shall be 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) Employees who are eligible to receive the educational incentive pay shall do so 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 their 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 their 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 their 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 their grievance in writing to their 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 their 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. 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.

(1) 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 their supervisor. If he/she wishes, the aggrieved employee may present their 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, 2024 and shall continue in force through June 30, 2027. It shall be automatically renewed from year to year thereafter unless amended by the parties (2015 contract language).

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) Prior to the use of any Artificial Intelligence (AI) or new technology in the employee investigation or discipline process, the City and Association will meet and confer over the parameters of such use.

(c) 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.

(d) (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 their 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.

(e) 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 their 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.

(f) 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/she 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 their 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 their 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 their 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 their representatives.

(B) Within ten (10) working days after the hearing, the City Manager or their 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 their 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 their 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.

(g) 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 their answer to the charge and give their "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.

(h) (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.

(i) 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 their 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.

(j) 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.

(k) 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.

(f) The parties agree that for the purposes of the July 1, 2016 through June 30, 2019 contract term, the provisions of NRS 288.225 stating that payment for union release time is offset by the value of concessions made by the employee organization in the negotiation of this Agreement, have been complied with (See attached Side Letter regarding concessions).

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 Chief of Police, or their designee, may require officers to work on special events in addition to the Pre-Designated Crawl or Event Days, as described below, on their scheduled days off. However, the Chief of Police, or their designee, shall advise the Association President, or their designee, a minimum of thirty (30) days preceding that special event of anticipated staffing requirements. Those officers with equal qualifications in excess of the staffing requirements will be granted consecutive days off by seniority.

(b) PRE-DESIGNATED CRAWL OR EVENT DAYS: Effective July 1, 2016, officers scheduled to work a Pre-Designated Crawl or Event Day (i.e. Zombie Crawl or Santa Crawl) shall be paid two (2.0) times their base hourly rate of pay for their overtime rate. The Pre-Designated Crawl or Event Days will consist of three (3) "Crawl or Event Days" per fiscal year, as identified by the Association in writing to the Chief of Police, prior to July 1st of each fiscal year for which this overtime rate will apply. In the event the Association fails to notify the Chief of Police which three (3) "Crawl or Event Days" have been chosen for the two (2.0) times base hourly pay, the three (3) "Crawl or Event Days" designated in the previous year will be considered to be the Pre-Designated Crawl or Event Days for the current year. In order to qualify for Pre-Designated Crawl or Event Day overtime pay, any extension of shift must be related to the Pre-Designated Crawl or Event Day.

(c) All employees required to work the Pre-Designated Crawl or Event Days, and qualifying for the two (2.0) times their base hourly rate of pay, including those officers whose work shifts that are extended either prior to or after their regular shifts, shall receive shift differential pay in the amount identified in Article 23 of the collective bargaining agreement, for the hours identified in Article 23 and worked during that period of time.

(d) Other special events may require the involuntary scheduling of employees to work overtime on their regularly scheduled days off. Any overtime for these special events shall be paid pursuant to Article 18 – Overtime. 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 their 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 their 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 their 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 their 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.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives this 21st of August, 2024.

RENO POLICE SUPERVISORY AND ADMINISTRATIVE EMPLOYEES - SUPERVISORY GROUP

CITY OF RENO

By: [Signature]
RPSAE JOHN TORRES

By: [Signature]
MAYOR

WITNESSETH:

[Signature]



ATTEST:

[Signature]

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

APPENDIX A-1

CITY OF RENO
RPSAE - SERGEANTS
Salary Schedule Effective July 1, 2024
WAGE INCREASE OF 4.0%

Classification	Grade	*****STEP*****						
		1	2	3	4	5	6	
Police Sergeant	P19	56.84	59.69	62.68	65.80	69.07	72.54	Hourly
		4,547.11	4,775.05	5,014.00	5,264.00	5,525.86	5,802.94	Bi-Weekly
		118,224.74	124,151.40	130,364.08	136,863.98	143,672.32	150,876.45	Annual

CITY OF RENO
RPSAE - SERGEANTS
Salary Schedule Effective July 1, 2025
WAGE INCREASE OF 4.0%

Classification	Grade	*****STEP*****						
		1	2	3	4	5	6	
Police Sergeant	P19	59.11 4,728.99 122,953.73	62.08 4,966.06 129,117.46	65.18 5,214.56 135,578.64	68.43 5,474.56 142,338.54	71.84 5,746.89 149,419.22	75.44 6,035.06 156,911.51	Hourly Bi-Weekly Annual

CITY OF RENO
RPSAE - SERGEANTS
Salary Schedule Effective July 1, 2026
WAGE INCREASE OF 3.0%

Classification	Grade	*****STEP*****						
		1	2	3	4	5	6	
Police Sergeant	P19	60.89	63.94	67.14	70.48	73.99	77.70	Hourly
		4,870.86	5,115.04	5,371.00	5,638.80	5,919.30	6,216.11	Bi-Weekly
		126,642.34	132,990.98	139,646.00	146,608.69	153,901.79	161,618.85	Annual

City of Reno (Respondent)

Answer to Prohibited Practices Complaint

FILED
January 13, 2026
State of Nevada
E.M.R.B.
6:06 p.m.

1 Karl S. Hall
2 Reno City Attorney
3 Mark W. Dunagan
4 Deputy City Attorney
5 Nevada Bar #10574
6 Post Office Box 1900
7 Reno, NV 89505
8 (775) 334-2050
9 Email: dunaganm@reno.gov
10 Attorney for Respondent

11 **STATE OF NEVADA**
12 **GOVERNMENT EMPLOYEE-MANAGEMENT**
13 **RELATIONS BOARD**

14 RENO POLICE SUPERVISORY AND
15 ADMINISTRATIVE EMPLOYEES
16 ASSOCIATION

Case No.: 2025-020

17 Petitioner,
18 vs.
19 CITY OF RENO,
20 Respondent,

21 **ANSWER TO PROHIBITED PRACTICES COMPLAINT**

22 Respondent CITY OF RENO (the "City"), by and through its undersigned counsel,
23 hereby files its response in the above-captioned case, which was converted to a prohibited
24 practice complaint by the Board's Order dated December 24, 2026. The City answers by
25 admitting, denying, and averring as follows.

26 **GENERAL ALLEGATIONS**

27 The City answers the allegations as follows:

28 The City admits all factual allegations in Section I ("The Parties"), except for those
allegations containing citations to statutory or case law, assertions regarding the interpretation,
meaning or applications of such law, or general assertions about any law or a body of law. Such

Reno City Attorney
P.O. Box 1900
Reno, NV 89505

1 allegations are not factual allegations to which a response is required, and the City does not
2 adopt, admit, or deny those allegations concerning any law or its interpretations.

3 The City admits all factual allegations in Section II (“Memorandum of Points and
4 Authorities”) preceding subsection “A”, (from 2:7 to 3:12), with the same reservation as the
5 admission to allegations contained in Section I, i.e., the City does not admit or deny any
6 allegations asserting the law or interpretations thereof.

7 In response to Subsection A – Issues (3:14 to 5:2), the City admits:

- 8 - That it placed Sergeant Vince Robles on paid administrative leave in November 2024
9 following an off-duty incident;
- 10 - That it conducted an administrative investigation of the incident;
- 11 - That it determined the incident was not a matter subject to discipline;
- 12 - That it nonetheless continued and continues to leave Robles in a paid administrative
13 leave status following the investigation, rather than return Robles to full duty;
- 14 - That it sought Robles’s participation in a mental fitness for duty exam in order to
15 return to full duty;
- 16 - That Robles and/or the RPSAE declined to participate in any process to evaluate
17 Robles’s mental fitness for duty.

18 In response to Subsection A – Issues (3:14 to 5:2), the City denies:

- 19 - That there is any longstanding practice between the parties applicable to the present
20 dispute;
- 21 - That the dispute is governed by language in the CBA or any policy, i.e., that the City
22 is precluded by contract, policy, or law from requiring a mental fitness exam or
23 certification, or that the City is precluded from doing so by contract, policy, or law;

24 In response to Subsection A – Issues (3:14 to 5:2), the City is without sufficient
25 information to admit or deny the following, and therefore denies:

- 26 - That a requirement to submit to a fit-for-duty examination as a condition of ongoing
27 employment has never been required of any RPSAE covered employee placed on
28 administrative leave for off-duty conduct.

1 In response to Subsection A(1) "Discharge and Disciplinary Procedures, the City admits:
2 - That Chief Nance will welcome Robles to return to duty if he is fit to do so;
3 - That until such time that the City has a reasonable assurance that Robles is fit for
4 duty, the City has the right and obligation to deny a return to full duty under the
5 circumstances (which are set forth in the City's Response filed in this case Nov. 4,
6 2025).

7 In response to Subsection A(1) "Discharge and Disciplinary Procedures, the City denies:
8 - That leaving Robles in paid administrative leave is equivalent to a suspension or
9 constitutes discipline;
10 - That the City has failed to, or is required to, follow any contractual steps, because this
11 is not a disciplinary matter;
12 - That the criteria or process for a fitness for duty examination is a subject of
13 mandatory bargaining under NRS 288;
14 - That the continuing transfer of Robles to paid administrative leave is illegal or
15 violates the CBA;
16 - That any negotiation is required regarding the City's approach to fitness for duty;
17 - That the City's failure to bargain such is a prohibited practice, because the matter is
18 not a subject of mandatory bargaining;
19 - That the EMRB case cited in the complaint is applicable to this case;
20 - That any discipline or punitive action could or would result if Robles undergoes a
21 mental fitness for duty exam or certification, regardless of the outcome;
22 - That the City has attempted to unilaterally change discipline and discharge
23 procedures.

24 In response to Subsection A(1) "Discharge and Disciplinary Procedures, the City does
25 not admit or deny allegations regarding the contents of the CBA at Article 31, which speak for
26 themselves.

27 In response to Subsection A(2) "Discrimination based on Association Representation,"
28 the City admits:

- 1 - That the RPSAE represented Robles during the administrative investigation;
- 2 - That the RPSAE took the position that the City was attempting to unilaterally change
- 3 to topics of mandatory bargaining;
- 4 - That the City expressed its position that the dispute in this case is a matter of
- 5 management rights;

6 In response to Subsection A(2) "Discrimination based on Association Representation,"

7 the City does not admit or deny allegations regarding the provisions of the CBA, which speak for

8 themselves.

9 In response to Subsection A(2) "Discrimination based on Association Representation,"

10 the City denies:

- 11 - That any of its actions with regard to this dispute are based whatsoever on the fact
- 12 that Robles is represented by RPSAE;
- 13 - And accordingly denies each and every remaining allegation of Subsection A(2).

14 In response to Subsection A(2) "Discrimination based on Association Representation,"

15 the City denies that the precedent cited is applicable to this case.

16 In response to Subsection A(3) "Safety of the Employee," the City admits that it believes

17 this matter concerns work performance standards to be a right of management, and therefore

18 denies that its actions constitute an unlawful unilateral change to a subject of mandatory

19 bargaining.

20 In response to Subsection A(3) "Safety of the Employee," the City denies:

- 21 - That the City's rights in this dispute are limited by the CBA, to include Article 11;
- 22 - That the City demanded that it be allowed to choose a provider;
- 23 - That the complainant has accurately set forth good law with regard to the obligation
- 24 to bargain over safety considerations, which was superseded by statute after the
- 25 Board precedent cited in the complaint.

26 In response to Subsection A(3) "Safety of the Employee," allegations asserting

27 conclusions or interpretations of law are not factual allegations to which a response is required,

28 and the City therefore denies the same.

1 With regard to the CONCLUSION section, the City reasserts and incorporates by
2 reference each of its above denials.

3 **STATEMENT OF FACTS IN CITY'S DEFENSE**

4 1. On November 27, 2024, Reno Police Department employee and RPSAE member
5 Sergeant Vince Robles was arrested while on duty for an off-duty aggravated domestic battery
6 against his wife the night before.

7 2. Upon learning of the incident and the allegations, the Reno Police Department
8 ("RPD") placed Sgt. Robles on administrative leave with pay, pending an administrative
9 investigation by its Internal Affairs Division to determine whether Sgt. Robles had violated any
10 RPD policies, and whether to refer the matter for disciplinary action.

11 3. In the case *City of Reno v. Reno Police Protective Ass'n*, 118 Nev. 889 (2002), the
12 Nevada Supreme Court upheld a decision by the EMRB that found that the City had an
13 established practice applicable to discipline for off-duty conduct (known as the "Robertson
14 criteria"), which the City was not entitled to unilaterally change without negotiation. According
15 to the evidence before the EMRB, the established practice between the parties was that there are
16 three potential conditions in connection with off-duty misconduct under which the City can take
17 disciplinary action: (1) the officer identified him or herself as a police officer; (2) the officer used
18 tools of the police officer trade such as handcuffs, gun, badge, identification, etc., and (3) a third
19 person present knew the police officer to be a police officer or identified him or her as a police
20 officer. The Police Chief at the time of the dispute attempted to add a fourth qualifying
21 circumstance to this list without bargaining: whether the conduct impaired the reputation or
22 operations of the police department. The EMRB found in the Association's favor in a decision
23 that was upheld by the Supreme Court.

24 4. In this case, the evidence obtained by IA included the report of the off-duty domestic
25 incident taken by Washoe County Sheriff's Office, which was taken the next day at a domestic
26 abuse treatment center where Sgt. Robles's wife went on the advice of a friend, "for the safety of
27 herself and her children." IA also obtained a video of the spouse's interview with WCSO, which
28 was captured on a WCSO deputy's bodyworn camera.

1 5. Sgt. Robles was not charged by the District Attorney's Office, much less
2 convicted of a crime in connection with the incident, leaving the Robertson criteria as RPD's
3 only nexus for disciplinary action. Sgt. Robles's wife refused to cooperate with IA by
4 participating in an investigative interview, leaving Sgt. Robles as the only witness to the alleged
5 incident who IA could possibly interview.

6 6. At Robles's administrative interview, IA investigators asked questions designed
7 to address only the threshold issue of whether any of the Robertson criteria were present at the
8 alleged incident, *e.g.*, did Sgt. Robles use his duty weapon to hit his wife?; Were any other
9 witnesses present to whom Sgt. Robles identified himself as a police officer?; *etc.* When the IA
10 investigators determined that none of the Robertson criteria applied to the incident, and that the
11 matter could therefore not be referred for discipline, they terminated the interview.

12 7. Sgt. Robles was not sustained for any policy violation, and was not subject to
13 discipline. IA transmitted the report and the file to RPD Administration with a finding of "Closed
14 due to jurisdiction."

15 8. Ordinarily, at the conclusion of an IA investigation with no sustained finding, the
16 member who has been placed on paid administrative leave pending the investigation would be
17 returned to normal duty.

18 9. In this case, the IA file, which Chief Nance reviewed along with the investigative
19 report, contained disturbing contents that raised serious questions about Sgt. Robles's mental
20 fitness for duty, which are set forth in the City's Response to Petition filed in this case and
21 summarized as follows:

22 a. In her interview with deputies, Sgt. Robles's wife provides her account of
23 the domestic incident and the actions and specific threats of Sgt. Robles during the incident.
24 While this video was not ultimately used as evidence in any criminal case, it is compelling. For
25 its employment purposes, the City is not bound to any standards of proof that would be required
26 in a criminal prosecution. Chief Nance has the discretion to assess the credibility of this video as
27 she sees fit, not for purposes of implementing discipline, but for exercising management rights,
28 as discussed further below.

1 b. Relevant to Chief Nance's reasoning in this case are several text messages
2 that Sgt. Robles sent his wife the night of the incident and the following day, which she showed
3 to deputies when they took her report. The first text message from Sgt. Robles to his wife
4 directly corroborates a specific threat that he allegedly made to his wife according to her account
5 of the incident, which she describes in the bodyworn camera video. This text message is critical
6 evidence that Sgt. Robles's wife did not lie about this threat or make it up. The existence of this
7 threat also directly implicates the mental fitness of Sgt. Robles and his ability to perform the
8 essential functions of the job of a law enforcement officer.

9 c. In the next several text messages, Sgt. Robles apologizes for his actions
10 the prior night. Notably, he does not accuse his wife of lying, making anything up, or
11 overreacting to the incident. These texts tend to corroborate the premise that Sgt. Robles's wife
12 did not fabricate the incident to get him into trouble.

13 d. In these texts, Sgt. Robles also does not deny any wrongdoing.

14 e. These texts also attempt to offer some explanation for Sgt. Robles's
15 escalating behavior, by describing some recent stressors in his life. He also expresses a desire to
16 seek professional help and improve himself.

17 f. In the next series of messages, Sgt. Robles asks his wife why she has
18 turned off her read receipts and location sharing on her phone. She responds that it was a safety
19 measure. Sgt. Robles notably apologizes for causing her to be in so much fear of him.

20 g. In response to a standard set of questions that law enforcement officers ask
21 alleged victims of domestic violence, Sgt. Robles's wife answered "yes" to five of the eleven
22 questions.

23 10. Upon her review of the administrative file, Chief Nance had significant concerns
24 with Sgt. Robles's ability to meet the work performance standards of a law enforcement officer,
25 as well as the public safety implications of placing an armed law enforcement officer on street
26 duty when there was credible evidence that he had taken certain actions and made certain
27 specific threats.

28

1 11. While Chief Nance and the City evaluated potential next steps, Sgt. Robles
2 remained on paid administrative leave, where he remains pending this action.

3 12. Following the conclusion of the IA investigation, but prior to the filing of this
4 action and a parallel action for injunctive relief in district court, the City proposed that Sgt.
5 Robles could return to duty if he would voluntarily undergo a mental health assessment of some
6 kind, to be determined and agreed upon by the parties.

7 13. No such agreement was reached. Some options were explored informally, but
8 before the parties reached any meeting of the minds, Petitioner RPSAE indicated that Sgt. Robles
9 would be declining to undergo any such evaluation.

10 14. To date, the City has received no formal update regarding Sgt. Robles's mental
11 fitness in terms of progress or recovery from the condition he was in on the night of the alleged
12 incident in November, 2024.

13 15. Paid administrative leave does not constitute discipline; if it did, the City would
14 be unable to place members on paid administrative leave pending their due process in
15 administrative investigations.

16 16. RPD has a long history of using paid administrative leave for various reasons,
17 none of which constitute discipline in and of themselves. For example, RPD General Order E-
18 210-05, originally issued in 2001, provided the following definition:

19 Administrative leave with pay is a process whereby employees are removed from
20 specific work assignments during criminal and/or administrative investigations
21 related to the employee's performance of his/her duties **and/or when the
employee's fitness for duty is in question.**

22 Ex. 1, p. 1. (Emph. added.)

23 17. While the current analog to that policy dispensed of any reference to paid
24 administrative leave, the policy represents 20 years of custom and practice between the parties.

25 18. The policy also gave supervisors the express authority to place an employee on
26 immediate administrative leave with pay with "articulable justification under circumstances
27 requiring immediate action." *Id.* Such justifications might include, without limitation, "mental or
28 physical condition preventing the employee from properly performing his/her duties." *Id.* at p. 2.

1 19. Sgt. Robles has collected his regular pay and benefits throughout his leave period,
2 even accruing vacation and sick time during it. (Ex. 2 at p. 24, Sec. P(1)(c).) The City,
3 meanwhile, obtains *no* benefit from paying officers to stay home. On the contrary, Sgt. Robles's
4 position remains occupied and paid even though he is not on duty, which puts a strain on staffing
5 and payroll resources.

6 20. Punitive action with respect to peace officers is defined under Nevada law as "any
7 action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand
8 or transfer of a peace officer *for purposes of punishment.*" NRS 289.010(6). (Emph. added.)

9 21. Sgt. Robles does not remain on paid administrative leave for disciplinary reasons;
10 he remains there for legitimate non-punitive reasons, i.e., because of tangible evidence raising
11 unresolved questions as to his fitness for duty as set forth herein and the City's Response to the
12 original Petition in this case.

13 22. Under NRS 288, the safety of the public, which is implicated here, is not a subject
14 of mandatory bargaining.

15 23. The Petition offers no evidence or anecdotal support for the contention that the
16 City's refusal to return Robles to duty is based on the fact of his association with RPSAE, which
17 is challenging its position. The City points to the legitimate, non-discriminatory basis for its
18 actions as described herein, and categorically denies any discrimination against Sgt. Robles, or
19 any other member of any collective bargaining unit, on the basis of such association.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

24. The parties are actively pursuing an amenable resolution to this dispute. The parties will make reasonable efforts to keep the Board apprised of their progress toward a settlement of this case, which would obviate the need for a hearing or further proceedings.

DATED this 13th day of January, 2026

KARL S. HALL
Reno City Attorney

By: /s/ Mark W. Dunagan
MARK W. DUNAGAN
Deputy City Attorney
Nevada Bar #10574
Post Office Box 1900
Reno, NV 89505

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NAC 288.070, I certify that I am an employee of the RENO CITY
3 ATTORNEY'S OFFICE, and that on this date, I am serving the foregoing document(s) on the
4 party(s) set forth below by:

5 _____ Placing an original or true copy thereof in a sealed envelope placed for collection
6 and mailing in the United States Mail, at Reno, Nevada, postage prepaid,
7 following ordinary business practices or;

8 _____ Personal hand delivery.

9 _____ EFlex electronic service.

10 X _____ Email

11 _____ Facsimile (FAX).

12 _____ Federal Express or other overnight delivery.

13 _____ Reno/Carson Messenger Service.

14 _____
15 addressed as follows:

16 Ronald J. Dreher, Esq.
17 P.O. Box 6494
18 Reno, NV 89513
19 dreherlaw@outlook.com

Marisu Romualdez Abellar
Commissioner, EMRB
3300 W. Sahara Avenue
Suite 260
Las Vegas, NV 89102
mabellar@emrb.nv.gov

20
21 DATED this 13th day of January, 2026.

22 _____
23 */s/ Terri Strickland*

24 Terri Strickland
25 Legal Assistant

RPSAE (Complainant)

Prehearing Statement

FILED
February 3, 2026
State of Nevada
E.M.R.B.
4:30 p.m.

1 Ronald J. Dreher
2 NV Bar No. 15726
3 DREHER LAW
4 P.O. Box 6494
5 Reno, NV 89513
6 Telephone: (775) 846-9804
7 ron@dreherlaw.net
8 *Attorney for Petitioner*

9
10 **BEFORE THE STATE OF NEVADA**

11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 RENO POLICE SUPERVISORY AND
13 ADMINISTRATIVE EMPLOYEES
14 ASSOCIATION,

Case No.: 2025-020

Petitioner,

Panel:

15 vs.

16 CITY OF RENO,

17 Respondent.

18 **COMPLAINANT'S PREHEARING STATEMENT**

19 COMES NOW, Complainant, RENO POLICE SUPERVISORY AND
20 ADMINISTRATIVE EMPLOYEES ASSOCIATION ("RPSAE"), by and through its
21 undersigned attorney, hereby files its Prehearing Statement in accordance with NAC 288.250

22 **I ISSUES OF FACTS TO BE DECIDED BY THE BOARD**

23 1. Whether the City of Reno's ("City") unilateral requirement that Sgt. Robles submit
24 to a fit-for-duty examination as a condition of employment of his employment has ever been
25 negotiated.
26

1 2. Whether there is a requirement for an RPSAE covered member to submit to a fit-for-
2 duty examination as a condition of employment when placed on administrative leave for off-
3 duty conduct.

4 3. Whether the collective bargaining agreement ("CBA") contains any negotiated
5 language that would permit the City to require Sgt. Robles to submit to a fit-for-duty
6 examination in this instance.

7 4. Whether there is any agreed to policy or procedure that would permit the City to
8 require Sgt. Robles to submit to a fit-for-duty examination in this instance.

9 5. Whether there is any negotiated language that requires an RPSAE covered employee
10 placed on administrative leave for off-duty conduct to submit to a fit-for-duty examination
11 before being permitted to return to full-duty.

12 6. Whether continuing to keep Sgt. Robles on administrative leave constitutes a
13 suspension as defined in Article 31 of the CBA.

14 7. Whether Sgt. Robles was discriminated against for choosing to be represented by the
15 RPSAE.

16 8. Whether the City is attempting to unilaterally change the long-standing past practice
17 between the parties regarding an RPSAE covered member returning to full duty at the
18 completion of an internal investigation where no discipline is meted out to the involved
19 employee.

20 9. Whether the City is requiring that Sgt. Robles remain on administrative leave until
21 such time as he agrees to submit to a fit-for-duty examination.

22 10. Whether the City maintaining Sgt. Robles in a paid administrative leave status after
23 the closing of the internal investigation is equivalent to a suspension without just cause.

24
25
26
27
28

1 11. Whether the City failed to follow any of the outlined steps in the CBA that are
2 required prior to taking this disciplinary measure against Sgt. Robles.

3 12. Whether the City's act of transferring Sgt. Robles from his assignment to a paid
4 administrative leave position is a transfer for punishment.

5 13. Whether the City is requiring, as a condition of his employment, that Sgt. Robles
6 undergo a fitness-for-duty that may or may not result in discipline.

7 14. Whether the City, by keeping Sgt. Robles on administrative leave, the City is
8 making a unilateral decision that Sgt. Robles shall be indefinitely suspended unless he obtains
9 a mental fitness-for-duty examination.
10

11 15. Whether Sgt. Robles, once the City knew that it was not able to discipline Sgt.
12 Robles, and concluded it would not do so, should have been immediately returned to his full-
13 duty status as has been the practice with all other RPSAE covered members placed on
14 administrative leave once an investigation is completed without discipline.
15

16 16. Whether Sgt. Robles was disciplined for choosing to be represented by the RPSAE.
17

18 17. Whether the City's act to maintain Sgt. Robles on administrative leave is directly
19 related to the RPSAE's actions to represent him.

20 18. Whether the City is refusing to permit Sgt. Robles to return to work is based at
21 least partially on the fact that the RPSAE is disputing the City's ability to mandate the fitness-
22 for-duty examination.
23

24 19. Whether the RPSAE representatives intervened and advised the City that it
25 believes the requirement to force Sgt. Robles to undergo a fitness-for-duty examination
26 violates Sgt. Robles's rights under the CBA and represents a unilateral change to various
27 mandatory topics of bargaining.
28

1 20. Whether the parties have negotiated any language into the CBA that would permit
2 it to require an RPSAE covered employee submit to a fitness-for-duty examination before
3 being permitted to return to work from administrative leave related to an internal investigation
4 or for any other reason than an On-The-Job Injury.

5 21. Whether the parties have negotiated the fitness-for-duty examinations in Article 11
6 of the CBA.

7 22. Whether the parties have negotiated fitness-for-duty examinations in any other
8 article of the CBA.

9 23. Whether the City is attempting to unilaterally require Sgt. Robles to obtain a
10 prognosis on his ability to return to work based solely on the City placing him on
11 administrative leave pending an administrative investigation into off duty conduct and/or for
12 safety reasons not based on the Article 11 expressly negotiated topic.

13 24. Whether the parties have ever negotiated a fitness-for-duty requirement in order for
14 an RPSAE covered member to be permitted to return to work following administrative leave
15 based solely on an internal investigation and/or any reason not impacted by the express topic
16 of Article 11 of the CBA.

17 25. Whether the City's unilaterally requirement set forth in Mr. Dunagan's statements
18 conflicts with the parties previously negotiated language that only permits a fit-for-duty
19 examination following an on-the-job injury.

20 **II. ISSUES OF LAW TO BE DECIDED BY THE BOARD**

21 1. Whether NRS 288.150 requires the parties to negotiate changes to mandatory topics
22 of bargaining.

23 2. Whether the safety of the employee is a mandatory topic of bargaining.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Whether discipline/discharge procedures are mandatory topics of bargaining.

4. Whether the City may unilaterally change the CBA related to the safety of the employee, a mandatory topic of bargaining.

5. Whether the City may unilaterally change the CBA related to discipline/discharge procedures, a mandatory topic of bargaining.

6. Whether maintaining Sgt. Robles on administrative leave after closing the internal investigation and not meting out discipline is a unilateral change to the discipline/discharge procedures negotiated in the CBA.

7. Whether the City's actions requiring that Sgt. Robles remain on administrative leave until such time as he agrees to submit to a fit-for-duty examination is a unilateral change to mandatory topics of bargaining.

8. Whether the City's failure to follow the negotiated discipline/discharge procedures is a unilateral change to a mandatory topic of bargaining.

9. Whether the City's unilateral transfer of Sgt. Robles to the administrative leave position, after the conclusion of the internal administrative investigation, without first negotiating such a change with the RPSAE, is a *per se* prohibited practice.

10. Whether it is prohibited practice for the City to require Sgt. Robles to undergo a fitness-for-duty examination, that may or may not result in discipline, as a condition of his employment without first negotiating this with the RPSAE.

11. Whether it is a prohibited practice for the City to unilaterally keep Sgt. Robles on administrative leave, as an indefinite suspension, unless and until he obtains a mental fitness-for-duty examination.

1 12. Whether the City's desire to require Sgt. Robles to undergo a fit-for-duty
2 examination that may result in punitive action, as a condition of his employment, is a
3 unilateral change to the discipline discharge procedures that was not negotiated with the
4 RPSAE.

5 13. Whether the City's actions to maintain Sgt. Robles on administrative leave is a
6 prohibited practice, specifically as it relates to discrimination based on union activities.

7 14. Whether it is a prohibited practice for the City to take such actions against Sgt.
8 Robles when he has sought RPSAE representation.

9 15. Whether this Board has already determined that the above described unilateral
10 changes to mandatory topics of bargaining are prohibited practices.

11 16. Whether the City may unilaterally, and without negotiations, establish work
12 standards as they relate to the safety of the employee.

13 17. Whether this Board has defined the term "safety" when related to a condition of
14 employment is anything "related to the personal safety of each officer, fellow officers and the
15 general public" and whether this is a mandatory subject of bargaining.

16 18. Whether the City conditioning Sgt. Robles's employment on completing a fitness-
17 for-duty examination, this is a mandatory topic which requires negotiation before it may be
18 implemented.

19 19. Whether the City violated NRS 288.150(2) when it unilaterally changed mandatory
20 topics of bargaining.

21 20. Whether the City violated NRS 288.270 when it unilaterally changed the bargained
22 for discipline process.

1 21. Whether the City violated NRS 288.270 when it discriminated against Sgt. Robles
2 for choosing to be represented by the RPSAE.

3 22. Whether the City violated NRS 288.270 when it unilaterally changed mandatory
4 topics of bargaining.

5 23. Whether the City violated NRS 288.270(1)(a,e) when it unilaterally implemented
6 changes to the discharge and discipline procedures outlined in the collective bargaining
7 agreement without bargaining these changes with the RPSAE.

8 24. Whether any and all testimony and/or statements made by Sgt. Robles's spouse are
9 barred and may not be considered as they are covered by spousal privilege as provided for in
10 NRS 49.295(1)(a-b).
11

12 25. Whether any and all communication, written or otherwise, between Sgt. Robles and
13 his spouse is privileged and may not be used in this matter as provided for in NRS
14 49.295(1)(a-b).
15

16 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

17 Nevada Revised Statute 288.280 provides that "[a]ny controversy concerning
18 prohibited practices may be submitted to the board" and the Nevada Supreme Court has
19 recognized that the "EMRB has exclusive jurisdiction over unfair labor practice issues." City
20 of Reno v. Reno Police Protective Ass'n, 118 Nev. 889, 895, 59 P.3d 1212, 1217 (2002). It is
21 well established that the "Board is permitted to hear and to determine any complaint arising
22 out of the interpretation of, or performance under, the provisions of Chapter 288." I.A.F.F.
23 Local 731 v. City of Reno, EMRB Item No. 257, Case No. A1-045466 (1991). The Nevada
24 Supreme has recognized that this Board "has exclusive jurisdiction over unfair labor practice
25 issues" and has defined an unfair labor practice to include "unilaterally changing a subject of
26
27
28

1 mandatory bargaining.” Reno v. Reno Police Protective Ass’n, 118 Nev. 889, 895, 59 P.3d
2 1212, 1217 (2002) (citing Rosequist v. Int’l Ass’n of Firefighters Local 1908, 118 Nev. 444,
3 448, 49 P.3d 651, 653 (2002) and NRS 288.280). The Reno Police Protective Ass’n decision
4 affirmed this Board’s holding related to unilateral changes to mandatory topics of bargaining.
5 In addition, the Nevada Supreme Court has held that one of this Board’s functions “is to
6 determine whether a matter falls within the scope of mandatory bargaining.” Id. (citing Clark
7 Co. Sch. Dist. v. Local Gov’t, 90 Nev. 442, 446, 530 P.2d 114, 117 (1974)).

9 The matter of a unilateral change to the discharge and discipline procedures has been
10 decided by this Board and has been held to be a *per se* violation of NRS 288.270. Charles
11 Jenkins: Las Vegas Police Managers and Supervisors Association vs. Las Vegas Metropolitan
12 Police Department, Item No. 775A, Case No. A1-046020 (2012). In the Jenkins case, this
13 Board answered the questions regarding the unilateral changes to the discharge and discipline
14 procedures alleged herein when it held that
15

16 “In City of Reno, the Nevada Supreme Court affirmed that it is a
17 violation of the Act of an employer to depart from the bargained-for
18 disciplinary process without first bargaining over the change with the
19 recognized bargaining agent. 118 Nev. 899-901, 59 P.3d 1219-1220.
20 Authority arising under the National Labor Relations Act holds that
21 these types of changes to collective bargaining agreement violate both
22 section 8(a)(1) and 8(a)(5) of the National Labor Relations Act.
23 N.L.R.B. v. Southwestern Elec. Co-op., Inc. 794 F.2d 276, 278 -279
24 (7th Cir. 1986). This Board has likewise held that this type of conduct
25 violates both NRS 288.270(1)(a) and NRS 288.270(1)(e). Boykin v.
26 City of North Las Vegas Police Dept., Item No. 674E, Case No. A1-
27 045921 (2010). This Board has repeatedly reaffirmed the principle that
28 ‘unilateral changes by an employer during the course of a collective
bargaining relationship concerning matters which are mandatory
subjects of bargaining are regarded as *per se* refusals to bargain.’
Operating Engineers Local 3 of the International Union of County of
Lander, Item No. 346, Case No. A1-045553, (1994); see also N. L. R.
B. v. Katz, 369 U.S. 736 (1962).”

1 Id. at 7:10-23. As is evident from this holding, the City's unilateral decision to change
2 the bargained for safety of the employee and discharge and discipline procedures without
3 negotiating these changes with the RPSAE is a *per se* violation of NRS 288.270.

4 In addition, the City has improperly, and in violation of NRS 49.295, used statements,
5 testimony and communication between Sgt. Robles and his spouse which is clearly privileged
6 and should never have been used or disseminated in this matter. NRS 49.295(1)(a) defines that
7 "A married person cannot be examined as a witness for or against his or her spouse without
8 his or her consent." In this matter, Sgt. Robles has not, and will not, give his consent for his
9 spouse to be examined as a witness for or against him. Further, subsection (1)(b) of this same
10 statute provides that "No spouse can be examined, during the marriage or afterwards, without
11 the consent of the other spouse, as to any communication made by one to the other during
12 marriage." As with the examination portion of this NRS, Sgt. Robles has not, and will not,
13 give his consent for his spouse to be examined regarding any communication they have had
14 during their marriage. Therefore, all communication between Sgt. Robles and his spouse must
15 be stricken from this record as it was provided and used in violation of NRS 49.295.
16
17
18

19 Moreover, the City has discriminated against Sgt. Robles for choosing to be
20 represented by the RPSAE, which is a prohibited practice under NRS 288.270. Therefore, the
21 City has committed prohibited practices in this matter and the remedies requested by the
22 RPSAE must be granted.
23

24 **IV. NAC 288.250(1)(c) STATEMENT**

25 The RPSAE is aware that a complaint for violations of NRS Chapter 289 related to this
26 matter has been filed under case number CV25-02202 in the Second Judicial District Court in
27 and for Washoe County.
28

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Reno Police Protective Association and that on this date I served a true and correct copy of the preceding document addressed to the following:

Karl S. Hall
Reno City Attorney
Mark W. Dunagan
Deputy City Attorney
Nevada Bar #10574
Post Office Box 1900
Reno, NV 89505
(775) 334-2050
Email: dunaganm@reno.gov
Attorney for Respondent

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 3rd day of February, 2026.

/s/ Ronald J. Dreher _____
Ronald J. Dreher
NV Bar No. 15726
DREHER LAW
P.O. Box 6494
Reno, NV 89513
Telephone: (775) 846-9804
ron@dreherlaw.net
Attorney for Complainant

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Reno Police Protective Association and that on this date I served a true and correct copy of the preceding document addressed to the following:

Marisu Abellar
Commissioner, EMRB
3300 W. Sahara Avenue
Suite 260
Las Vegas, NV 89102
MAbellar@business.nv.gov

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 3rd day of February, 2026.

/s/ Ronald J. Dreher
Ronald J. Dreher
NV Bar No. 15726
DREHER LAW
P.O. Box 6494
Reno, NV 89513
Telephone: (775) 846-9804
ron@dreherlaw.net
Attorney for Complainant

City of Reno (Respondent)

Prehearing Statement

FILED
February 10, 2026
State of Nevada
E.M.R.B.
10:35 a.m.

1 Karl S. Hall
2 Reno City Attorney
3 Mark W. Dunagan
4 Deputy City Attorney
5 Nevada Bar #10574
6 Post Office Box 1900
7 Reno, NV 89505
8 (775) 334-2050
9 Email: dunaganm@reno.gov
10 *Attorney for Respondent*

11 **STATE OF NEVADA**
12 **GOVERNMENT EMPLOYEE-MANAGEMENT**
13 **RELATIONS BOARD**

14 RENO POLICE SUPERVISORY AND
15 ADMINISTRATIVE EMPLOYEES
16 ASSOCIATION

Case No.: 2025-020

17 Complainant,

18 vs.

19 CITY OF RENO,

20 Respondent,

21 **CITY OF RENO'S PREHEARING STATEMENT**

22 Respondent CITY OF RENO (the "City"), by and through its undersigned counsel, hereby
23 Prehearing Statement.

24 **A. STATEMENT OF UNRESOLVED ISSUES OF FACT AND LAW.**

25 **1. Issues of fact.**

26 1. Whether the administrative file reviewed by the Police Chief raised credible public-
27 safety concerns supporting the City's requirement of a mental fitness assessment before returning
28 an armed officer to duty.

1 2. Whether there is any evidence of discrimination based on participation in a
2 recognized employee organization.

3 **2. Issues of Law.**

4 1. Whether a mental fitness-for-duty examination/assessment as a condition of return
5 to duty is a subject of mandatory bargaining under NRS 288.150(2), or is excluded from mandatory
6 bargaining because it concerns the safety of the public and/or constitutes a work performance
7 standard reserved to management under NRS 288.150(3).

8 2. Whether the City’s decision to require a mental fitness-for-duty assessment as a
9 condition of Sgt. Vince Robles’s return to duty is a non-disciplinary management/public-safety
10 decision rather than “discipline,” “discharge,” or a punitive transfer.

11 2. Whether paid administrative leave with pay—particularly where an employee’s
12 fitness is in question—constitutes a non-disciplinary administrative measure and is consistent with
13 RPD policy and practice.

14 3. Whether the City’s continuation of paid administrative leave pending a return-to-
15 duty fitness process is “discipline” under NRS 288.150(2)(i) and the applicable collective
16 bargaining agreement, or a non-disciplinary administrative measure.

17 4. Whether Complainant RPSAE can prove the prohibited practice of discrimination
18 based on participation in a recognized employee organization (NRS 288.150(2)(m), where the City
19 asserts (1) there is no evidence of such, and (2) the City has advanced a legitimate, non-
20 discriminatory public-safety basis for its actions and denies discriminatory motive.

21 5. Whether the City’s actions constitute an unlawful unilateral change to a negotiated
22 term or binding past practice applicable to RPSAE.

23 6. Whether the authorities Complainant relies upon (including unilateral change and
24 discipline cases) are factually and legally analogous to a return-to-duty fitness assessment
25 implemented for public safety reasons, particularly in light of NRS 288.150’s distinction between
26 employee safety and public safety and the subjects reserved to management under subsection (3).

27 ///

28 ///

1 **B. MEMORANDUM OF POINTS AND AUTHORITIES.**

2 The Complaint seeks an order holding that the City's return-to-duty fitness requirement
3 and the continued use of paid administrative leave constitute unilateral changes to mandatory
4 subjects of bargaining (including discharge/disciplinary procedures, discrimination protections,
5 and safety). The City denies those claims and requests that the Complaint be denied.

6 A. The City's actions do not constitute discipline.

7 1. No punitive discipline occurred. The Internal Affairs investigation did not
8 sustain a policy violation for purposes of discipline, and no discharge, demotion, suspension, pay
9 reduction, written reprimand, or punitive transfer was imposed. (See City's initial Response filed
10 December 31, 2025 ("Response") in this case at 7; 2-4 (discussion of Robertson criteria/off-duty
11 discipline nexus.)

12 2. Paid administrative leave is not discipline by contract definition and by
13 function. The City's position is that the CBA's disciplinary term is limited to discharge, demotion,
14 suspension, and written reprimand, and that administrative leave with pay is an administrative
15 status used for investigative and other non-disciplinary reasons, including when fitness for duty is
16 in question.

17 3. Nevada statutes and case law recognize that "punitive action" turns on
18 punishment and tangible disciplinary consequences. Numerous sources of law illustrate the
19 distinction between paid administrative leave and discipline. For example, NAC 284 provides the
20 framework for the State Human Resources System, including its disciplinary structure.
21 Subsections 589 and 6561 address the use of administrative leave during the pre-disciplinary
22 process, clearly demonstrating the administrative leave itself is not disciplinary in nature.

23 NRS 284.385 governs disciplinary actions by state government. Like the CBA between
24 Complainant and the City, this statute describes disciplinary actions including dismissal, demotion,
25 and suspension without pay. Tellingly, each of these actions by an appointing authority require
26 consultation with the attorney general (or other applicable attorney) and cannot take effect until
27 certain due process requirements have been met. Read in conjunction with NAC 284.6561
28

1 regarding paid administrative leave, it is quite clear that paid administrative leave does not
2 constitute disciplinary action.

3 With specific regard to police officers, Nevada defines punitive action as action that may
4 lead to dismissal, demotion, suspension, salary reduction, written reprimand, or transfer “for
5 purposes of punishment.” NRS 289.010(6). The City’s Response further cited authority reflecting
6 that paid administrative leave pending investigation is not inherently disciplinary and is routinely
7 used as a matter of course. NRS 289.010(6); *Sec’y of State v. Wendland*, 140 Nev. Adv. Op. 64,
8 558 P.3d 1199 (Nev. App. 2024) (noting that the respondent government employee was placed on
9 administrative leave pending an internal investigation into allegations of misconduct); *Pressler v.*
10 *City of Reno*, 118 Nev. 506 (2002) In *Sec’y of State v. Wendland*, 140 Nev. Adv. Op. 64, 558 P.3d
11 1199 (Nev. App. 2024) (reviewing a factual record in which an employee was placed on paid
12 administrative leave while he was investigated for sexual harassment).

13 4. Complainant’s reliance on “transfer-as-discipline” concepts is misplaced.
14 As discussed in the Response and below, this case is distinguishable from *Las Vegas Metro. Police*
15 *Dep’t v. Jenkins*, 131 Nev. 1310 (2015), where substantial evidence supported a finding of
16 disciplinary transfer. Sgt. Robles was not transferred for punishment, and the City has continued
17 full pay and benefits.

18 The Complaint’s framing of this case as a disciplinary issue is a red herring. The fact that
19 there was an administrative investigation and the co-occurring fact that Sgt. Robles remains on
20 paid administrative leave are not dispositive of discipline. RPD did not, and will not, discipline
21 Sgt. Robles for the November, 2024 off-duty incident. However, that does not mean that the City
22 is legally required to look the other way when there is compelling evidence that Sgt. Robles was,
23 at least at a moment in time, in the sound discretion of the Police Chief, not mentally fit to serve
24 as a police officer, and Complainant has refused to allow any countervailing evidence to be
25 presented to the City to demonstrate that this condition has improved since that time.

26 Sgt. Robles does not remain on paid administrative leave for disciplinary reasons; he
27 remains there because of tangible evidence raising unresolved questions as to his fitness for duty.
28

1 B. The City's return-to-duty fitness assessment is reserved to management because public
2 safety is concerned.

3 1. Public safety and work performance standards are reserved to management. NRS
4 288.150(3) reserves to the employer, without mandatory bargaining, subjects including work
5 performance standards and matters in which the safety of the public is concerned. The City's
6 position is that requiring confirmation of mental fitness before returning an armed supervisor to
7 duty is a paradigmatic example of a work performance standard that directly concerns public
8 safety. (NRS 288.150(3)(c)(1), (d)).)

9 2. Complainant's reliance on older EMRB precedent for the premise that the issue
10 must be bargained under the "safety" subsection of NRS 288.150(2) is superseded by statutory
11 amendment. Complainant relies on *Henderson Police Officers Ass'n v. City of Henderson*, Case
12 No. A1-045314, Item 83 (1978) to argue "safety" is always a mandatory bargaining subject. As
13 the City addressed in its Response, the Legislature subsequently amended NRS 288.150 to clarify
14 that mandatory bargaining covers "safety of the employee," while "safety of the public" is now
15 expressly reserved to management. NRS 288.150(3); Item 83; 1983 amendments, 1983 Statutes of
16 Nevada, ch. 552, AB 416.

17 C. The Complaint is not persuasive in arguing that fitness for duty is a topic of mandatory
18 bargaining.

19 1. Complainant argues the parties "negotiated" fitness-for-duty examinations in
20 Article 11 (On-the-Job Injury) and thereby limited the City's ability to require any other fitness-
21 for-duty evaluation. The City disputes that reading, explaining Article 11 addresses workers'
22 compensation/on-the-job injury logistics (including doctor choice and payment) and does not
23 foreclose non-injury-related fitness determinations necessary to ensure an officer can safely
24 perform essential functions.

25 2. Moreover, the operational history of RPD underscores the City's position that
26 fitness for duty exams are based in management rights. For example, RPD General Order E-210-
27 05, originally issued in 2001, provided the following definition:

28 Administrative leave with pay is a process whereby employees are removed from
 specific work assignments during criminal and/or administrative investigations

1 related to the employee's performance of his/her duties **and/or when the**
2 **employee's fitness for duty is in question.**

3 The policy, provided as an exhibit to the City's Response, also gave supervisors the express
4 authority to place an employee on immediate administrative leave with pay with "articulable
5 justification under circumstances requiring immediate action." Such justifications might include,
6 without limitation, "mental or physical condition preventing the employee from properly
7 performing his/her duties."

8 RPD policies, formerly known as General Orders, undergo periodic revision with
9 input from the supervisors' and officers' associations. The language quoted above is from a
10 General Order titled Internal Affairs/Employee Rights, and was in effect from 2001 to 2021, over
11 the course of three different revisions. In 2021, The G.O. was replaced with a G.O. titled
12 "Investigation of Employees" which dispensed of any language defining paid administrative leave
13 or setting any boundaries on it. Currently, its only reference to paid administrative leave is that
14 supervisors are responsible for evaluating the use of administrative leave and obtaining chain-of-
15 command approval if appropriate. The language of E-210-05 demonstrates upwards of 20 years of
16 custom and practice between the parties (which was memorialized in a publicly available
17 document, and of which RPSAE is well aware). It also demonstrates that policy language regarding
18 fitness for duty exams has come (and gone) without collective bargaining, or prompting a
19 controversy over whether it must be bargained over.

20 D. Fitness for duty is not discipline and does not convert this case into a bargaining
21 dispute over discipline.

22 The City's position is that fitness determinations concern an employee's ability to safely
23 perform essential functions; they are distinct from punishment for misconduct. As the City argued
24 in its Response, if a fitness issue were identified, the result would not be "discipline," but would
25 implicate separate processes (e.g., disability/retirement/separation mechanisms) rather than
26 punitive measures.

27 ///

28 ///

1 E. No evidence supports an association-discrimination theory.

2 The City denies any discriminatory or retaliatory motive and asserts the Complaint offers
3 no evidentiary basis to connect the City's actions to protected association activity; instead, the City
4 points to the asserted public-safety basis for the return-to-duty fitness process.

5 F. Prior determinations; significant differences and similarities.

6 1. City of Reno v. Reno Police Protective Ass'n (Robertson criteria).

7 The City acknowledges and applied the established Robertson criteria in the IA process
8 and closed the IA matter without discipline. This case is not an attempt to expand off-duty
9 discipline; it concerns a return-to-duty fitness determination grounded in public safety.

10 2. Henderson Police Officers Association (Item 83).

11 Complainant cites *Henderson POA* for the proposition that "safety" is a subject of
12 mandatory bargaining. As argued in the Response, the holding of that case, to the extent it relied
13 on a statute that was subsequently amended by the legislature in pertinent part to recognize the
14 express reservation to management of matters, has been abrogated in instances that concern the
15 safety of the public.

16 3. Unilateral-change/discipline cases.

17 The City contends authorities regarding unilateral change and discipline do not control
18 because no discipline was imposed and the City's action is a management/public-safety
19 determination regarding fitness for duty As the City argued in its Response, *Jenkins* (Item 775A)
20 is dissimilar from this case in key respects. In reviewing that case, the Nevada Supreme Court
21 agreed with the Board in finding that a police department's reassignment of a sergeant—
22 purportedly under the auspices of its administrative transfer authority—was actually punitive. *Las*
23 *Vegas Metro. Police Dep't v. Jenkins*, 131 Nev. 1310 (2015). There was evidence in that case that
24 the police department had unilaterally adopted "a practice of using administrative transfers to
25 discipline employees to circumvent the bargaining process." *Id.* at *1. Additionally, the Board
26 noted that "'discipline' means to punish" (citing *City of Reno v. RPPA*, 118 Nev. 889 (2002)), and
27 it held that an 8% reduction in pay and the deprivation of other benefits associated with the transfer,
28 including a favorable work schedule, "would allow a reasonable person to accept the Board's

1 finding that [the sergeant]’s transfer was disciplinary,” and therefore that the Board’s finding was
2 supported by substantial evidence. *Id.* at *2. The Court also noted that the contents of the transfer
3 notice itself supported the inference that the transfer was disciplinary. *Id.*

4 In this case, there is no evidence that RPD has taken punitive action against Sgt. Robles.
5 In an attempt to analogize Sgt. Robles to the sergeant in *Jenkins*, the Complaint asserts that the
6 City “unilaterally continued the transfer of Sgt. Robles to this administrative position” after the
7 investigation.

8 Regardless of how the Complaint chooses to describe the City’s action, however, Sgt.
9 Robles has not been “transferred. His assignment within the Department has not been changed due
10 to his placement on paid administrative leave. Critically—and fatally to RPSAE’s contention that
11 the “transfer” to paid administrative leave is disciplinary in nature—Sgt. Robles has not been
12 subjected to any punitive action. His pay has not been reduced or withheld, and he has not been
13 deprived of any other benefits, such as a favorable work schedule or preferred Regular Days Off.
14 Additionally, there is no evidence in this case akin to the transfer notice in *Jenkins*, which stated
15 on its face that the transfer was “as a result of it being determined that [the sergeant] engaged in
16 inappropriate verbal communications... that violates Department... policies.” Here, the City’s has
17 stated that its actual, legitimate basis for not returning Sgt. Robles to duty is evidence in its
18 possession that calls into question his ability to safely perform essential police job functions, and
19 proposing a solution to return him to duty, which RPSAE declined on his behalf.

20 Therefore, the Complaint’s conclusory statement that Robles’s paid administrative leave is
21 disciplinary in nature—with no supporting analysis or evidence—carries no weight.

22 G. Relief requested.

23 For these reasons, the City requests the Board find that the City’s actions do not constitute
24 a prohibited practice, that the return-to-duty fitness process is excluded from mandatory
25 bargaining, and that the matter falls within the City’s reserved authority where public safety is
26 concerned.

1 **C. OTHER PROCEEDINGS (PENDING OR ANTICIPATED).**

2 A parallel action for injunctive relief in district court has been filed in district court. The
3 City does not request a stay solely on this basis, but reserves the right to request appropriate
4 coordination to avoid inconsistent directives if overlapping issues arise.

5 **D. WITNESSES AND QUALIFICATIONS.**

6 **Police Chief Kathryn Nance —**

7 Expected to testify regarding her review of the administrative file, her public-safety and work-
8 performance concerns, the basis for requiring a mental fitness-for-duty assessment before
9 returning an armed officer to duty, and RPD's efforts to explore a voluntary assessment.

10 **Lieutenant Ryan Connelly, Former Internal Affairs Supervisor —**

11 Expected to testify regarding the steps taken in the IA investigation, scope of questioning, and
12 reasons for the non-disciplinary disposition in this case.

13 **Sergeant Bryan McQuattie, Former Internal Affairs Detective —**

14 Expected to testify regarding the steps taken in the IA investigation, scope of questioning, and
15 reasons for the non-disciplinary disposition.

16 **City Human Resources Representative (Individual TBD) —**

17 Expected to testify regarding City processes addressing workplace safety and return-to-duty
18 decision-making where fitness is in question, and regarding the City's efforts to explore a
19 voluntary assessment.

20 **Assistant Chief Anthony Elges —**

21 Expected to testify as a Department supervisor regarding non-disciplinary return-to-duty fitness
22 processes and related practices, and Department practices with regard to administrative leave, as
23 applicable.

24 **Human Resources Labor Relations Manager Jesse Puett —**

25 Expected to testify regarding the City's Bargaining practices, Article 11 and its application, and
26 other issues regarding fitness for duty processes and practices.

27 **The City reserves the right to call rebuttal witnesses as necessary.**

28

1 **E. ESTIMATE OF TIME**

2 The City estimates that it will require approximately four (4) hours to present its position,
3 including witness testimony and exhibits.

4

5 DATED this 10th day of February, 2026.

6

7

KARL S. HALL
Reno City Attorney

8

9

By: /s/ Mark W. Dunagan
MARK W. DUNAGAN
Deputy City Attorney
Nevada Bar #10574
Post Office Box 1900
Reno, NV 89505

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Pursuant to NAC 288.070, I certify that I am an employee of the RENO CITY ATTORNEY'S OFFICE, and that on this date, I am serving the foregoing document(s) on the party(s) set forth below by:

- Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices or;
- Personal hand delivery.
- EFlex electronic service.
- Email
- Facsimile (FAX).
- Federal Express or other overnight delivery.
- Reno/Carson Messenger Service.

addressed as follows:

Ronald J. Dreher, Esq.
P.O. Box 6494
Reno, NV 89513
dreherlaw@outlook.com

Marisu Romualdez Abellar
Commissioner, EMRB
3300 W. Sahara Avenue
Suite 260
Las Vegas, NV 89102
mabellar@emrb.nv.gov

DATED this 10th day of February, 2026.

/s/ Terri Strickland
Terri Strickland
Legal Assistant